



**NOTICE OF  
REGULAR MEETING OF THE TOWN COUNCIL  
HICKORY CREEK TOWN HALL  
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065  
MONDAY, FEBRUARY 24, 2025, 6:00 PM**

**AGENDA**

**Call to Order**

**Roll Call**

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

**Invocation led by the Honorable Bobbie J. Mitchell, Commissioner Precinct 3**

**Presentation of Awards**

1. 2024 Salvation Army Mayoral Red Kettle Challenge

**Proclamations**

2. Descendants of Cassandra Fox

**Items of Community Interest**

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

**Public Comment**

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

**Consent Agenda**

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

- [3.](#) January 2025 Council Meeting Minutes
- [4.](#) January 2025 Financial Statements
- [5.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby setting regular meeting dates and times of town boards, commissions, and council.
- [6.](#) Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek, Texas and the Texas Department of Transportation for flagging Texas Motor Vehicle Records for failure to appear or pay a fine on a complaint involving violation of a traffic law and providing an effective date.
- [7.](#) Consider and act on permit application submitted by Walmart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for store remodel project.
- [8.](#) 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.
- [9.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby ratifying an agreement between the Town of Hickory Creek and police recruits concerning police academy sponsorship.

### **Regular Agenda**

- [10.](#) Consider and act on a site and landscape plan for the Lennon II Addition, Lot 9, Block A, being 1.798 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3280 block of FM 2181.
11. Receive update from John Smith, Town Manager, regarding roadway projects and discuss same.

### **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.

12. Litigation regarding Denton CAD Property ID# 62326.
13. Litigation regarding Sycamore Bend Road construction failure.

### **Reconvene into Open Session**

14. 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 February 20, 2025 at 11:00 a.m.

A handwritten signature in black ink, appearing to read "Kristi d. Rogers", written over a horizontal line.

Kristi Rogers, Town Secretary  
Town of Hickory Creek

# Proclamation

by the

## Mayor of the Town of Hickory Creek, Texas

**WHEREAS,** the Descendants of Cassandra Fox having been established on family and county records as residents of the Town known as Hickory Creek, Texas; and

**WHEREAS,** as of 2025 Descendants of Cassandra Fox are still residing and are citizens of the Town of Hickory Creek, Texas; and

**WHEREAS,** the Cassandra Fox Family will celebrate 200 years of residency in Hickory Creek, Texas in 2031; and

**WHEREAS,** having owned at various times over 200 acres of land in Denton County within the cities and towns of Hickory Creek, Lewisville, Denton, Lake Dallas, and Garza from 1831 to the present day; and

**WHEREAS,** February 2025 being Black History Month, the Town of Hickory Creek finds it appropriate to recognize the Cassandra Fox family for their long time residence in Denton County.

**NOW, THEREFORE,** I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim the Town of Hickory Creek, Texas considers the Cassandra Fox Family to be one of the earliest families to settle the area now known as the Town of Hickory Creek, Texas.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 24<sup>th</sup> day of February, 2025.

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Lynn C. Clark, Mayor  
Town of Hickory Creek

ATTEST:

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Kristi K. 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 27, 2025**

**MINUTES**

**Call to Order**

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

**Roll Call**

The following members were present:

Mayor Lynn Clark

Mayor Pro Tem Paul Kenney

Councilmember Randy Gibbons

Councilmember Nick Wohr

Councilmember Chris Gordon

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Manager

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

**Invocation**

Councilmember Gibbons gave the invocation.

**Presentation of Awards**

1. Landon Fehrenbacher

Mayor Clark presented a plaque of appreciation to Landon Fehrenbacher for completing his Eagle Scout project.

2. Michael Pierce

Mayor Clark presented a plaque of appreciation to Michael Pierce for completing his Eagle Scout project.

**Items of Community Interest**

Lake Cities Chamber of Commerce held the 2025 Restaurant Week January 10, 2025 – January 19, 2025. Corinth, Hickory Creek, Lake Dallas and Shady Shores sponsored a gift card drawing. 10 winners were drawn from 150 receipts entered, each receiving \$100 in Gift Cards from local chamber restaurants.

Lake Cities Chamber of Commerce will hold the Boots & Bling Daddy Daughter Dance on February 1, 2025, 5:30 p.m. – 8:00 p.m. at Global Spheres, 7801 I-35, Corinth, Texas. Tickets are still available.

**Public Comment**

Ron Furtick, 1500 Turbeville Road, stated he is deeply confused by the decisions that are made and the direction the Town is heading. He loves Hickory Creek and wanted to spend his life creating a downtown. He has complied with everything the Town has thrown at him. He has received a fine every week for almost a year and he is complying as hard as he can. He submitted plans ten days early to get a permit and still catches a lawsuit. He does not know how to please the Town Council, and it frustrates him to no end. He apologizes for the letter his wife is going to hand out to the Town Council because of the griping in it about this issue. He thinks it is a great idea the council is calling for an election because it has been a long, long, time since there has been one. He is deeply frustrated to the point he does not want to do much of anything else. He stated it would be really nice if the Town withdrew the lawsuit.

Gloria Furtick, 1500 Turbeville Road, stated she believes her husband is very kind in wanting to work with the Town Council. They both believe in a way where people work together that is fair, honest and kind, creating a win-win situation for the best possible solution. Honor should be represented by government, also by individuals. She is more confused than her husband with the decisions.

**Consent Agenda**

3. December 2024 Council Meeting Minutes
4. December 2024 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 3, 2025, for the purpose of electing Town Council Members to Place 1, Place 3 and Place 5.
6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an interlocal cooperation agreement with the Dallas County Criminal District Attorney's Office for seizure of forfeited contraband.
7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement for professional services concerning the 2025 MS4 Annual Report by between the Town of Hickory Creek and Halff Associates, Inc.
8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek, Texas and the Texas Department of Transportation concerning landscape maintenance.

**Town of Hickory Creek**

**January 27, 2025**

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9. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek and Superior Automotive Group for emergency purchase of a police vehicle.
10. Consider and act on an appointment to the Code of Ethics Board.

Motion made by Councilmember Gordon to approve consent agenda items 3-10 as presented, Seconded by Councilmember Wohr.

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

**Regular Agenda**

11. Consider and act on an appointment to the Arts and Culture Board.

The Town Council interviewed Lisa Reynolds.

Motion made by Councilmember Theodore to appoint Lisa Reynolds to the Arts and Culture Board, Seconded by Mayor Pro Tem Kenney.

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

12. Consider and act on a final plat for the Lennon II Addition, Lot 9, Block A, being 1.798 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3280 block of FM 2181.

John Smith, Town Manager, and Drew Donosky, Clay Moore Engineering, representing Victory Group, provided an overview of the project and answered questions from the Town Council.

Motion made by Councilmember Theodore to approve a final plat for the Lennon II Addition, Lot 9, Block A, being 1.798 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas pursuant to the engineer's comments being addressed, Seconded by Mayor Pro Tem Kenney.

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

13. Consider and act on a site and landscape plan for the Lennon II Addition, Lot 9, Block A, being 1.798 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3280 block of FM 2181.

John Smith, Town Manager, and Drew Donosky, Clay Moore Engineering, representing Victory Group, provided an overview of the project and answered questions from the Town Council.

Motion made by Councilmember Gordon to table agenda item 13 until the next meeting, Seconded by Councilmember Wohr.

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

14. Presentation of the 2023-2024 Fiscal Year Audit from Carl Deaton of Hankins, Eastup, Deaton, Tonn, Seay & Scarborough.

Carl Deaton of Hankins, Eastup, Deaton, Tonn, Seay & Scarborough presented the audited financial statement for the fiscal year ending September 30, 2024. The assets and deferred outflows of resources of the Town of Hickory Creek exceeded its liabilities on September 30, 2024 by \$25,108,105. Of this amount \$9,118,903 may be used to meet the government's ongoing obligations to citizens and creditors. The Town's total net position increased by \$1,028,162 during the fiscal year from the results of current year operations. As of September 30, 2024, the Town of Hickory Creek's governmental funds reported combined ending fund balance of \$13,616,394 an increase of \$699,808 in comparison with the beginning of the period. Approximately 79 percent of this total amount, \$10,756,701 is available for spending at the government's discretion. At the end of the current period, unassigned fund balance for the general fund was \$10,756,701 or 177 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 \$3,066,823. The Public Improvement District No. 1 total fund balance was \$469,771. The Public Improvement District No. 2 total fund balance was \$741,887. Hickory Farms Public Improvement District total fund balance was \$469,238.

15. Discussion regarding the Hickory Creek Leisure Center and proposal for the pre-design and schematic design phases prepared by Halff Engineering.

Discussion was held regarding the Hickory Creek Leisure Center and proposal for the pre-design and schematic design phases prepared by Halff Engineering.

16. Consider and act on approval of the Hickory Creek Police Department Annual Racial Profiling Report for 2024.

Chief Dunn presented the annual racial profiling report to the Town Council.

Motion made by Mayor Pro Tem Kenney to approve the Hickory Creek Police Department Annual Racial Profiling Report for 2024, Seconded by Councilmember Gibbons.

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

17. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek, Texas and Denton County MHMR Center concerning certain grant implementation services.

Chief Dunn provided an overview of the request from Denton County MHMR and answered questions from the Town Council.

Motion made by Councilmember Gordon to approve a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement by and between the Town of Hickory Creek, Texas and Denton County MHMR Center concerning certain grant implementation services, Seconded by Councilmember Wohr.

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

18. Receive an update from Chief Dunn concerning police department activity since the September 2024 council meeting and discuss same.

An update was not received.

19. Discussion regarding yearly appreciation dinner for volunteers and staff.

Discussion was held regarding the yearly appreciation dinner for volunteers and staff.

### **Executive Session**

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 7:38 p.m. to discuss the following matters.

### **Section 551.071**

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

20. Litigation regarding Denton CAD Property ID# 62326.
21. Litigation regarding Sycamore Bend Road construction failure.
22. Property tax litigation brought by Oncor Electric Delivery Company NTU, LLC.

### **Section 551.074**

Personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

23. Administration
24. Municipal Court
25. Police Department
26. Public Works
27. Town Manager

**Reconvene into Open Session**

The Town Council reconvened into open session at 10:38 p.m.

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

Motion made by Councilmember Gordon to authorize the Mayor or Town Manager to retain MVBA for defense of Oncor’s suit against the Town, Seconded by Councilmember Wohr.

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

Motion made by Councilmember Gordon to authorize the Town Administrator to adjust work schedules as discussed in executive session, Seconded by Mayor Pro Tem Kenney.

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

**Future Agenda Items**

The following items were requested: status of street sweeper, road update and Pavlov update.

**Adjournment**

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

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

The meeting did then stand adjourned at 10:48 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, 2025

	<u>Jan 31, 25</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
BOA - Animal Shelter Fund	28,038.99
BOA - Drug Forfeiture	162,998.27
BOA - Drug Seizure	11.64
BOA - General Fund	580,299.43
BOA - Parks and Recreation	145,630.71
BOA - Payroll	70.56
BOA - Police State Training	5,191.82
Logic 2020 CO's	946,300.84
Logic Animal Shelter Facility	10,866.15
Logic Coronavirus Recovery Fund	58,612.89
Logic Harbor Ln-Sycamore Bend	91,181.58
Logic Investment Fund	11,939,589.47
Logic Turbeville Road	107,632.33
<b>Total Checking/Savings</b>	<u>14,076,424.68</u>
<b>Accounts Receivable</b>	
Municipal Court Payments	7,619.40
<b>Total Accounts Receivable</b>	<u>7,619.40</u>
<b>Total Current Assets</b>	<u>14,084,044.08</u>
<b>TOTAL ASSETS</b>	<u><b>14,084,044.08</b></u>
<b>LIABILITIES &amp; EQUITY</b>	0.00

**Town of Hickory Creek**  
**Profit & Loss**  
 January 2025

	Jan 25
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Ad Valorem Tax Revenue</b>	
4002 M&O	504,399.87
4004 M&O Penalties & Interest	58.80
4006 Delinquent M&O	-91.19
4008 I&S Debt Service	239,807.90
4010 I&S Penalties & Interest	3.85
4012 Delinquent I&S	-44.63
	744,134.60
<b>Total Ad Valorem Tax Revenue</b>	744,134.60
<b>Building Department Revenue</b>	
4102 Building Permits	8,472.18
4104 Certificate of Occupancy	500.00
4106 Contractor Registration	450.00
4108 Preliminary/Final Plat	850.00
4110 Prelim/Final Site Plan	1,900.00
4124 Sign Permits	150.00
4132 Alarm Permit Fees	225.00
	12,547.18
<b>Total Building Department Revenue</b>	12,547.18
<b>Franchise Fee Revenue</b>	
4220 Solid Waste	5,680.64
	5,680.64
<b>Total Franchise Fee Revenue</b>	5,680.64
<b>Interest Revenue</b>	
4330 General Fund Interest	6.67
4332 Investment Interest	47,413.14
	47,419.81
<b>Total Interest Revenue</b>	47,419.81
<b>Miscellaneous Revenue</b>	
4502 Animal Adoption & Impound	675.00
4506 Animal Shelter Donations	242.28
4508 Annual Park Passes	2,227.22
4510 Arrowhead Park Fees	1,460.00
4518 Drug Forfeiture	22,045.72
4526 Mineral Rights	128.23
4530 Other Receivables	12,281.00
4534 PD State Training	120.00
4536 Point Vista Park Fees	175.00
4550 Sycamore Bend Fees	1,549.00
4566 Interlocal Agreements	8,041.12
	48,944.57
<b>Total Miscellaneous Revenue</b>	48,944.57
<b>Municipal Court Revenue</b>	
4602 Building Security Fund	1,458.24
4604 Citations	49,465.70
4606 Court Technology Fund	1,199.72
4608 Jury Fund	29.40
4610 Truancy Fund	1,469.64
4612 State Court Costs	24,337.61
	77,960.31
<b>Total Municipal Court Revenue</b>	77,960.31
<b>Sales Tax Revenue</b>	
4702 Sales Tax General Fund	194,084.34
4706 Sales Tax 4B Corporation	27,726.33
4708 Sales Tax Mixed Beverage	3,709.58
	225,520.25
<b>Total Sales Tax Revenue</b>	225,520.25
<b>Total Income</b>	1,162,207.36
<b>Gross Profit</b>	1,162,207.36
<b>Expense</b>	



**Town of Hickory Creek**  
**Profit & Loss**  
 January 2025

	Jan 25
<b>Capital Outlay</b>	
5010 Street Maintenance	1,522.81
5012 Streets & Road Improvement	159,655.26
5022 Parks and Rec Improvements	2,031.34
5026 Fleet Vehicles	65,734.86
	228,944.27
<b>Total Capital Outlay</b>	228,944.27
<b>General Government</b>	
5202 Bank Service Charges	15.00
5206 Computer Hardware/Software	297.19
5208 Copier Rental	439.25
5210 Dues & Memberships	271.95
5212 EDC Tax Payment	27,727.33
5216 Volunteer/Staff Events	17.18
5218 General Communications	471.00
5222 Office Supplies & Equip.	93.76
5224 Postage	380.31
5226 Community Cause	593.50
5228 Town Council/Board Expense	765.66
	31,072.13
<b>Total General Government</b>	31,072.13
<b>Municipal Court</b>	
5312 Court Technology	261.60
5314 Dues & Memberships	25.00
5318 Merchant Fees/Credit Cards	867.01
5324 State Court Costs	74,796.32
5332 Warrants Collected	-3,161.17
	72,788.76
<b>Total Municipal Court</b>	72,788.76
<b>Parks and Recreation</b>	
5408 Tanglewood Park	10.38
	10.38
<b>Total Parks and Recreation</b>	10.38
<b>Parks Corps of Engineer</b>	
5432 Arrowhead	1,595.00
5434 Harbor Grove	34.31
5436 Point Vista	1,137.84
5438 Sycamore Bend	1,276.22
	4,043.37
<b>Total Parks Corps of Engineer</b>	4,043.37
<b>Personnel</b>	
5502 Administration Wages	45,769.04
5504 Municipal Court Wages	14,059.98
5506 Police Wages	127,913.11
5507 Police Overtime Wages	6,302.14
5508 Public Works Wages	30,930.75
5509 Public Works Overtime Wage	486.76
5510 Health Insurance	15,249.69
5514 Payroll Expense	3,540.96
5518 Retirement (TMRS)	33,636.32
5520 Unemployment (TWC)	341.18
5522 Workman's Compensation	-140.00
	278,089.93
<b>Total Personnel</b>	278,089.93
<b>Police Department</b>	
5602 Auto Gas & Oil	4,226.61
5606 Auto Maintenance & Repair	8,799.59
5612 Computer Hardware/Software	1,055.31
5614 Crime Lab Analysis	638.27
5616 Drug Forfeiture	300.00
5618 Dues & Memberships	125.00
5626 Office Supplies/Equipment	20.94
5630 Personnel Equipment	204.03
5636 Uniforms	2,904.02

Town of Hickory Creek  
Profit & Loss  
January 2025

	<u>Jan 25</u>
5640 Training & Education	3,850.00
5648 K9 Unit	277.88
<b>Total Police Department</b>	<b>22,401.65</b>
<b>Public Works Department</b>	
5706 Animal Control Supplies	135.00
5708 Animal Control Vet Fees	1,245.17
5710 Auto Gas & Oil	1,062.38
5714 Auto Maintenance/Repair	1,819.46
5718 Computer Hardware/Software	140.04
5724 Equipment Maintenance	2,051.55
5728 Equipment Supplies	266.74
5732 Office Supplies/Equipment	20.94
5734 Communications	315.12
5742 Uniforms	402.81
<b>Total Public Works Department</b>	<b>7,459.21</b>
<b>Services</b>	
5804 Attorney Fees	11,706.70
5806 Audit	17,500.00
5814 Engineering	42,476.00
5818 Inspections	2,182.50
5824 Library Services	151.80
5826 Municipal Judge	1,160.00
5828 Printing	542.90
5846 Span Transit Services	1,339.56
<b>Total Services</b>	<b>77,059.46</b>
<b>Utilities &amp; Maintenance</b>	
5902 Bldg Maintenance/Supplies	10,606.49
5904 Electric	2,217.10
5906 Gas	357.75
5908 Street Lighting	4,132.96
5910 Telecom	359.56
5912 Water	1,741.23
<b>Total Utilities &amp; Maintenance</b>	<b>19,415.09</b>
<b>Total Expense</b>	<b>741,284.25</b>
<b>Net Ordinary Income</b>	<b>420,923.11</b>
<b>Net Income</b>	<b>420,923.11</b>

## Town of Hickory Creek

### Budget vs. Actual Year to Date **33.36%**

October 2024 through January 2025

	Oct '24 - Jan 25	Budget	% of Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Ad Valorem Tax Revenue</b>			
4002 M&O	1,539,042.62	1,785,273.00	86.2%
4004 M&O Penalties & Interest	846.31	4,500.00	18.8%
4006 Delinquent M&O	2,348.39	1,000.00	234.8%
4008 I&S Debt Service	732,360.43	848,773.00	86.3%
4010 I&S Penalties & Interest	369.74	3,000.00	12.3%
4012 Delinquent I&S	496.98	500.00	99.4%
<b>Total Ad Valorem Tax Revenue</b>	<b>2,275,464.47</b>	<b>2,643,046.00</b>	<b>86.1%</b>
<b>Building Department Revenue</b>			
4102 Building Permits	51,835.86	275,000.00	18.8%
4104 Certificate of Occupancy	2,500.00	3,500.00	71.4%
4106 Contractor Registration	2,100.00	2,500.00	84.0%
4108 Preliminary/Final Plat	850.00	0.00	100.0%
4110 Prelim/Final Site Plan	1,900.00	0.00	100.0%
4112 Health Inspections	10,580.00	10,000.00	105.8%
4122 Septic Permits	0.00	2,000.00	0.0%
4124 Sign Permits	1,000.00	2,000.00	50.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	0.00	1,500.00	0.0%
4130 Vendor Fee	200.00	550.00	36.4%
4132 Alarm Permit Fees	225.00	250.00	90.0%
<b>Total Building Department Revenue</b>	<b>71,190.86</b>	<b>297,500.00</b>	<b>23.9%</b>
<b>Franchise Fee Revenue</b>			
4214 Electric	157,656.15	225,000.00	70.1%
4216 Gas	0.00	90,000.00	0.0%
4218 Telecom	6,890.18	30,000.00	23.0%
4220 Solid Waste	16,724.41	65,000.00	25.7%
<b>Total Franchise Fee Revenue</b>	<b>181,270.74</b>	<b>410,000.00</b>	<b>44.2%</b>
<b>Interest Revenue</b>			
4330 General Fund Interest	22.63	25.00	90.5%
4332 Investment Interest	196,355.77	250,000.00	78.5%
<b>Total Interest Revenue</b>	<b>196,378.40</b>	<b>250,025.00</b>	<b>78.5%</b>
<b>Interlocal Revenue</b>			
4402 Corp Contract Current Year	0.00	64,215.00	0.0%
<b>Total Interlocal Revenue</b>	<b>0.00</b>	<b>64,215.00</b>	<b>0.0%</b>
<b>Miscellaneous Revenue</b>			
4502 Animal Adoption & Impound	4,525.00	23,500.00	19.3%
4506 Animal Shelter Donations	2,460.10	1,000.00	246.0%
4508 Annual Park Passes	7,008.98	30,000.00	23.4%
4510 Arrowhead Park Fees	9,966.00	40,000.00	24.9%
4512 Beer & Wine Permit	30.00	150.00	20.0%
4516 Corp Parks Fund Reserve	0.00	0.00	0.0%
4518 Drug Forfeiture	87,660.93	0.00	100.0%
4520 Drug Seizure	0.00	0.00	0.0%
4524 Fund Balance Reserve	0.00	3,322,563.00	0.0%
4526 Mineral Rights	128.23	500.00	25.6%
4530 Other Receivables	31,016.94	75,000.00	41.4%
4534 PD State Training	120.00	0.00	100.0%
4536 Point Vista Park Fees	1,905.00	9,000.00	21.2%
4546 Street Improv Restricted	0.00	0.00	0.0%
4550 Sycamore Bend Fees	9,526.00	30,000.00	31.8%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
4560 2020 CO Proceeds	0.00	1,368,089.00	0.0%
4562 Coronavirus Local Recovery	0.00	0.00	0.0%
4564 Task Force Forfeiture	0.00	0.00	0.0%

## Town of Hickory Creek

### Budget vs. Actual Year to Date **33.36%**

October 2024 through January 2025

	Oct '24 - Jan 25	Budget	% of Budget
4566 Interlocal Agreements	8,041.12	205,000.00	3.9%
4568 Opiod Settlements	0.00	0.00	0.0%
<b>Total Miscellaneous Revenue</b>	<b>162,388.30</b>	<b>5,104,802.00</b>	<b>3.2%</b>
<b>Municipal Court Revenue</b>			
4602 Building Security Fund	5,814.73	18,023.00	32.3%
4604 Citations	191,238.82	550,000.00	34.8%
4606 Court Technology Fund	4,781.93	15,936.00	30.0%
4608 Jury Fund	117.27	200.00	58.6%
4610 Truancy Fund	5,863.93	0.00	100.0%
4612 State Court Costs	97,105.57	311,060.00	31.2%
4614 Child Safety Fee	75.00	800.00	9.4%
<b>Total Municipal Court Revenue</b>	<b>304,997.25</b>	<b>896,019.00</b>	<b>34.0%</b>
<b>Sales Tax Revenue</b>			
4702 Sales Tax General Fund	788,877.27	2,333,625.00	33.8%
4706 Sales Tax 4B Corporation	112,696.76	333,375.00	33.8%
4708 Sales Tax Mixed Beverage	13,383.15	38,000.00	35.2%
4710 Hotel Occupancy Tax	1,460.87	5,000.00	29.2%
<b>Total Sales Tax Revenue</b>	<b>916,418.05</b>	<b>2,710,000.00</b>	<b>33.8%</b>
<b>Total Income</b>	<b>4,108,108.07</b>	<b>12,375,607.00</b>	<b>33.2%</b>
<b>Gross Profit</b>	<b>4,108,108.07</b>	<b>12,375,607.00</b>	<b>33.2%</b>
<b>Expense</b>			
<b>Capital Outlay</b>			
5010 Street Maintenance	3,663.38	25,000.00	14.7%
5012 Streets & Road Improvement	549,705.72	2,107,000.00	26.1%
5022 Parks and Rec Improvements	104,723.94	2,000,000.00	5.2%
5024 Public Safety Improvements	0.00	0.00	0.0%
5026 Fleet Vehicles	76,800.13	62,000.00	123.9%
5030 Broadband Initiative	0.00	0.00	0.0%
5032 Denton County TRIP22	191,506.33	1,100,000.00	17.4%
5034 Animal Shelter Expansion	0.00	50,000.00	0.0%
<b>Total Capital Outlay</b>	<b>926,399.50</b>	<b>5,344,000.00</b>	<b>17.3%</b>
<b>Debt Service</b>			
5110 2015 Refunding Bond Series	500.00	314,875.00	0.2%
5112 2015 C.O. Series	500.00	276,875.00	0.2%
5114 2020 C.O. Series	0.00	257,025.00	0.0%
<b>Total Debt Service</b>	<b>1,000.00</b>	<b>848,775.00</b>	<b>0.1%</b>
<b>General Government</b>			
5202 Bank Service Charges	60.00	200.00	30.0%
5204 Books & Subscriptions	0.00	300.00	0.0%
5206 Computer Hardware/Software	7,426.74	60,000.00	12.4%
5208 Copier Rental	1,541.76	3,600.00	42.8%
5210 Dues & Memberships	871.45	3,500.00	24.9%
5212 EDC Tax Payment	112,700.76	333,375.00	33.8%
5214 Election Expenses	0.00	15,000.00	0.0%
5216 Volunteer/Staff Events	3,684.22	7,000.00	52.6%
5218 General Communications	11,003.00	32,000.00	34.4%
5222 Office Supplies & Equip.	793.23	3,000.00	26.4%
5224 Postage	1,807.09	7,000.00	25.8%
5226 Community Cause	2,512.04	2,000.00	125.6%
5228 Town Council/Board Expense	4,413.88	6,500.00	67.9%
5230 Training & Education	0.00	1,500.00	0.0%
5232 Travel Expense	1,536.12	1,500.00	102.4%
5234 Staff Uniforms	627.47	800.00	78.4%
5236 Transfer to Reserve	0.00	0.00	0.0%
<b>Total General Government</b>	<b>148,977.76</b>	<b>477,275.00</b>	<b>31.2%</b>
<b>Municipal Court</b>			

## Town of Hickory Creek

### Budget vs. Actual Year to Date **33.36%**

October 2024 through January 2025

	Oct '24 - Jan 25	Budget	% of Budget
5302 Books & Subscriptions	0.00	100.00	0.0%
5304 Building Security	0.00	18,023.00	0.0%
5312 Court Technology	2,956.15	15,963.00	18.5%
5314 Dues & Memberships	25.00	150.00	16.7%
5318 Merchant Fees/Credit Cards	2,725.27	5,000.00	54.5%
5322 Office Supplies/Equipment	82.51	100.00	82.5%
5324 State Court Costs	148,567.79	311,060.00	47.8%
5326 Training & Education	0.00	1,000.00	0.0%
5328 Travel Expense	0.00	1,000.00	0.0%
5332 Warrants Collected	-6,943.63	2,500.00	-277.7%
<b>Total Municipal Court</b>	<b>147,413.09</b>	<b>354,896.00</b>	<b>41.5%</b>
<b>Parks and Recreation</b>			
5402 Events	0.00	1,500.00	0.0%
5408 Tanglewood Park	2,234.88	5,000.00	44.7%
5412 KHCB	0.00	500.00	0.0%
5414 Tree City USA	360.00	500.00	72.0%
5416 Town Hall Park	0.00	0.00	0.0%
<b>Total Parks and Recreation</b>	<b>2,594.88</b>	<b>7,500.00</b>	<b>34.6%</b>
<b>Parks Corps of Engineer</b>			
5432 Arrowhead	4,257.10	39,000.00	10.9%
5434 Harbor Grove	152.25	10,500.00	1.5%
5436 Point Vista	3,473.51	15,500.00	22.4%
5438 Sycamore Bend	4,510.04	44,000.00	10.3%
<b>Total Parks Corps of Engineer</b>	<b>12,392.90</b>	<b>109,000.00</b>	<b>11.4%</b>
<b>Personnel</b>			
5502 Administration Wages	132,196.78	390,727.00	33.8%
5504 Municipal Court Wages	43,119.83	125,393.00	34.4%
5506 Police Wages	398,075.79	1,283,873.00	31.0%
5507 Police Overtime Wages	20,178.51	36,000.00	56.1%
5508 Public Works Wages	96,887.22	286,154.00	33.9%
5509 Public Works Overtime Wage	1,912.11	4,500.00	42.5%
5510 Health Insurance	64,383.90	286,225.00	22.5%
5512 Longevity	14,718.00	14,750.00	99.8%
5514 Payroll Expense	11,475.53	30,000.00	38.3%
5516 Employment Exams	825.00	2,500.00	33.0%
5518 Retirement (TMRS)	129,597.93	317,550.00	40.8%
5520 Unemployment (TWC)	727.22	3,000.00	24.2%
5522 Workman's Compensation	42,068.60	43,070.00	97.7%
5524 Contract Employment	0.00	30,000.00	0.0%
<b>Total Personnel</b>	<b>956,166.42</b>	<b>2,853,742.00</b>	<b>33.5%</b>
<b>Police Department</b>			
5602 Auto Gas & Oil	17,772.64	50,000.00	35.5%
5606 Auto Maintenance & Repair	27,100.04	65,000.00	41.7%
5610 Books & Subscriptions	58.71	600.00	9.8%
5612 Computer Hardware/Software	35,372.71	75,500.00	46.9%
5614 Crime Lab Analysis	1,191.14	5,000.00	23.8%
5616 Drug Forfeiture	300.00	0.00	100.0%
5618 Dues & Memberships	125.00	500.00	25.0%
5626 Office Supplies/Equipment	538.33	2,000.00	26.9%
5630 Personnel Equipment	23,487.81	40,000.00	58.7%
5634 Travel Expense	0.00	1,500.00	0.0%
5636 Uniforms	4,251.16	12,000.00	35.4%
5640 Training & Education	4,187.63	15,000.00	27.9%
5644 Citizens on Patrol	0.00	100.00	0.0%
5646 Community Outreach	1,325.48	1,500.00	88.4%
5648 K9 Unit	999.81	3,500.00	28.6%
5650 Task Force Forfeiture	0.00	0.00	0.0%
<b>Total Police Department</b>	<b>116,710.46</b>	<b>272,200.00</b>	<b>42.9%</b>
<b>Public Works Department</b>			

**Town of Hickory Creek**  
**Budget vs. Actual Year to Date 33.36%**  
**October 2024 through January 2025**

	Oct '24 - Jan 25	Budget	% of Budget
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	1,015.52	2,500.00	40.6%
5706 Animal Control Supplies	1,036.55	5,000.00	20.7%
5708 Animal Control Vet Fees	10,245.60	25,000.00	41.0%
5710 Auto Gas & Oil	4,727.13	20,000.00	23.6%
5714 Auto Maintenance/Repair	5,770.34	10,000.00	57.7%
5716 Beautification	16,307.02	120,000.00	13.6%
5718 Computer Hardware/Software	560.16	3,500.00	16.0%
5720 Dues & Memberships	0.00	450.00	0.0%
5722 Equipment	0.00	2,500.00	0.0%
5724 Equipment Maintenance	7,434.43	35,000.00	21.2%
5726 Equipment Rental	0.00	1,000.00	0.0%
5728 Equipment Supplies	2,071.66	5,000.00	41.4%
5732 Office Supplies/Equipment	107.31	1,750.00	6.1%
5734 Communications	1,260.48	3,800.00	33.2%
5738 Training	50.00	800.00	6.3%
5740 Travel Expense	1,195.16	2,000.00	59.8%
5742 Uniforms	1,805.82	2,800.00	64.5%
5748 Landscaping Services	30,031.41	90,000.00	33.4%
<b>Total Public Works Department</b>	<b>83,618.59</b>	<b>332,100.00</b>	<b>25.2%</b>
<b>Services</b>			
5802 Appraisal District	4,609.88	17,500.00	26.3%
5804 Attorney Fees	51,328.38	100,000.00	51.3%
5806 Audit	17,500.00	15,500.00	112.9%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	0.00	750.00	0.0%
5814 Engineering	79,174.85	95,000.00	83.3%
5816 General Insurance	59,798.72	60,014.00	99.6%
5818 Inspections	14,263.50	42,000.00	34.0%
5820 Fire Service	485,346.00	970,692.00	50.0%
5822 Legal Notices/Advertising	2,655.70	2,000.00	132.8%
5824 Library Services	473.60	1,200.00	39.5%
5826 Municipal Judge	5,795.00	13,800.00	42.0%
5828 Printing	730.02	2,500.00	29.2%
5830 Tax Collection	3,056.00	3,500.00	87.3%
5832 Computer Technical Support	45,953.92	45,000.00	102.1%
5838 DCCAC	0.00	3,780.00	0.0%
5840 Denton County Dispatch	0.00	45,183.00	0.0%
5844 Helping Hands	0.00	200.00	0.0%
5846 Span Transit Services	3,027.96	20,000.00	15.1%
5848 Recording Fees	55.50	500.00	11.1%
<b>Total Services</b>	<b>773,769.03</b>	<b>1,441,119.00</b>	<b>53.7%</b>
<b>Special Events</b>			
6012 Special Events	12,731.68	25,000.00	50.9%
<b>Total Special Events</b>	<b>12,731.68</b>	<b>25,000.00</b>	<b>50.9%</b>
<b>Utilities &amp; Maintenance</b>			
5902 Bldg Maintenance/Supplies	45,075.94	185,000.00	24.4%
5904 Electric	8,792.60	27,000.00	32.6%
5906 Gas	811.36	3,000.00	27.0%
5908 Street Lighting	16,514.54	45,000.00	36.7%
5910 Telecom	3,472.85	25,000.00	13.9%
5912 Water	5,396.32	25,000.00	21.6%
<b>Total Utilities &amp; Maintenance</b>	<b>80,063.61</b>	<b>310,000.00</b>	<b>25.8%</b>
<b>Total Expense</b>	<b>3,261,837.92</b>	<b>12,375,607.00</b>	<b>26.4%</b>
<b>Net Ordinary Income</b>	<b>846,270.15</b>	<b>0.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>846,270.15</b>	<b>0.00</b>	<b>100.0%</b>

## Town of Hickory Creek Expenditures over \$1,000.00 January 2025

Type	Date	Num	Name	Amount
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>Capital Outlay</b>				
<b>5010 Street Maintenance</b>				
Bill	01/30/2025	Inv #4...	Camelot Landfill-4525	1,522.81
Total 5010 Street Maintenance				1,522.81
<b>5012 Streets &amp; Road Improvement</b>				
Check	01/17/2025	Wire	Quick Set Concrete, Inc.	157,192.76
Bill	01/30/2025	Inv #2...	Coleman & Assoc. Land Surveying	2,462.50
Total 5012 Streets & Road Improvement				159,655.26
<b>5022 Parks and Rec Improvements</b>				
Bill	01/23/2025	Inv #2...	Coleman & Assoc. Land Surveying	1,500.00
Total 5022 Parks and Rec Improvements				1,500.00
<b>5026 Fleet Vehicles</b>				
Bill	01/09/2025	RO #5...	Gerber Collision & Glass	6,169.82
Check	01/13/2025	6051	Superior Automotive Group	46,375.00
Deposit	01/13/2025		Deposit	-1,727.01
Check	01/21/2025	Debit	Enterprise Fleet Management	3,205.89
Bill	01/30/2025	RO #5...	Gerber Collision & Glass	11,711.16
Total 5026 Fleet Vehicles				65,734.86
Total Capital Outlay				228,412.93
<b>General Government</b>				
<b>5212 EDC Tax Payment</b>				
Check	01/14/2025		Hickory Creek Economic Development	27,726.33
Total 5212 EDC Tax Payment				27,726.33
Total General Government				27,726.33
<b>Municipal Court</b>				
<b>5324 State Court Costs</b>				
Check	01/09/2025	Debit	State Comptroller	74,796.32
Total 5324 State Court Costs				74,796.32
Total Municipal Court				74,796.32
<b>Personnel</b>				
<b>5510 Health Insurance</b>				
Check	01/01/2025	Debit	Renaissance Life & Health Insurance	1,104.01
Check	01/22/2025		Cigna	13,840.57
Total 5510 Health Insurance				14,944.58
<b>5518 Retirement (TMRS)</b>				
Check	01/31/2025		TMRS	33,636.32
Total 5518 Retirement (TMRS)				33,636.32
Total Personnel				48,580.90
<b>Police Department</b>				
<b>5602 Auto Gas &amp; Oil</b>				
Check	01/22/2025	Debit	WEX Bank	4,226.61
Total 5602 Auto Gas & Oil				4,226.61
<b>5606 Auto Maintenance &amp; Repair</b>				
Bill	01/09/2025	Inv #1...	Christian Brothers Automotive	1,883.29
Bill	01/09/2025	RO #5...	Gerber Collision & Glass	1,150.00
Bill	01/23/2025	Inv #1...	Christian Brothers Automotive	4,132.81

**Town of Hickory Creek**  
**Expenditures over \$1,000.00**  
**January 2025**

Type	Date	Num	Name	Amount
			Total 5606 Auto Maintenance & Repair	7,166.10
			<b>5640 Training &amp; Education</b>	
Check	01/15/2025	ACH	The Center for American and Intl.Law	3,000.00
			Total 5640 Training & Education	3,000.00
			Total Police Department	14,392.71
			<b>Public Works Department</b>	
			<b>5710 Auto Gas &amp; Oil</b>	
Check	01/22/2025	Debit	WEX Bank	1,062.38
			Total 5710 Auto Gas & Oil	1,062.38
			<b>5714 Auto Maintenance/Repair</b>	
Bill	01/16/2025	Inv #1...	Christian Brothers Automotive	1,323.98
			Total 5714 Auto Maintenance/Repair	1,323.98
			<b>5724 Equipment Maintenance</b>	
Bill	01/23/2025	Inv #...	Vermeer Texas-Louisiana	1,414.34
			Total 5724 Equipment Maintenance	1,414.34
			Total Public Works Department	3,800.70
			<b>Services</b>	
			<b>5804 Attorney Fees</b>	
Bill	01/09/2025	Decem...	Brown & Hofmeister, LLP	11,706.70
			Total 5804 Attorney Fees	11,706.70
			<b>5806 Audit</b>	
Check	01/16/2025	6059	Hankins, Eastup, Deaton, Tonn, Seay & Sca	17,500.00
			Total 5806 Audit	17,500.00
			<b>5814 Engineering</b>	
Check	01/16/2025	ACH	Half Associates, Inc.	42,475.00
			Total 5814 Engineering	42,475.00
			<b>5818 Inspections</b>	
Check	01/24/2025	ACH	Build by I-Codes	1,280.00
			Total 5818 Inspections	1,280.00
			<b>5826 Municipal Judge</b>	
Check	01/31/2025		The Law Office of Cynthia Burkett	1,050.00
			Total 5826 Municipal Judge	1,050.00
			<b>5846 Span Transit Services</b>	
Bill	01/23/2025	Inv #IN...	SPAN, INC	1,339.56
			Total 5846 Span Transit Services	1,339.56
			Total Services	75,351.26
			<b>Utilities &amp; Maintenance</b>	
			<b>5902 Bldg Maintenance/Supplies</b>	
Check	01/07/2025	Debit	Harden Sawmill	2,661.10
Bill	01/09/2025	Inv #2...	Golden Triangle Fire	4,800.00
Bill	01/23/2025		Bill Worthy Plumbing	1,100.00
			Total 5902 Bldg Maintenance/Supplies	8,561.10
			<b>5904 Electric</b>	
Check	01/22/2025	Debit	Hudson Energy Services, LLC	2,217.10
			Total 5904 Electric	2,217.10







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:** 01/01/2025 - 01/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5390%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 43 DAYS AND THE NET ASSET VALUE FOR 1/31/25 WAS 1.000009.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			1,099,412.06
01/24/2025	WIRE WITHDRAWAL	6175229	157,192.76 -	942,219.30
01/31/2025	MONTHLY POSTING	9999888	4,081.54	946,300.84
	ENDING BALANCE			946,300.84

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	1,099,412.06
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	157,192.76
TOTAL INTEREST	4,081.54
ENDING BALANCE	946,300.84
AVERAGE BALANCE	1,058,846.19

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
2020 CERTIFICATES OF OBLIGATIONS	0.00	157,192.76	4,081.54





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:** 01/01/2025 - 01/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5390%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 43 DAYS AND THE NET ASSET VALUE FOR 1/31/25 WAS 1.000009.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,824.46
01/31/2025	MONTHLY POSTING	9999888	41.69	10,866.15
	ENDING BALANCE			10,866.15

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	10,824.46
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	41.69
ENDING BALANCE	10,866.15
AVERAGE BALANCE	10,824.46

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	41.69





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:** 01/01/2025 - 01/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5390%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 43 DAYS AND THE NET ASSET VALUE FOR 1/31/25 WAS 1.000009.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			58,387.83
01/31/2025	MONTHLY POSTING	9999888	225.06	58,612.89
	ENDING BALANCE			58,612.89

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	58,387.83
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	225.06
ENDING BALANCE	58,612.89
AVERAGE BALANCE	58,387.83

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CORONAVIRUS LOCAL RECOVERY FUNDS	0.00	0.00	225.06







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:** 01/01/2025 - 01/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5390%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 43 DAYS AND THE NET ASSET VALUE FOR 1/31/25 WAS 1.000009.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			90,831.47
01/31/2025	MONTHLY POSTING	9999888	350.11	91,181.58
	ENDING BALANCE			91,181.58

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	90,831.47
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	350.11
ENDING BALANCE	91,181.58
AVERAGE BALANCE	90,831.47

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	350.11





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:** 01/01/2025 - 01/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5390%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 43 DAYS AND THE NET ASSET VALUE FOR 1/31/25 WAS 1.000009.

**MONTHLY ACTIVITY DETAIL**

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			10,797,288.02
01/27/2025	ACH DEPOSIT	6175228	1,100,000.00	11,897,288.02
01/31/2025	MONTHLY POSTING	9999888	42,301.45	11,939,589.47
	ENDING BALANCE			11,939,589.47

**MONTHLY ACCOUNT SUMMARY**

BEGINNING BALANCE	10,797,288.02
TOTAL DEPOSITS	1,100,000.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	42,301.45
ENDING BALANCE	11,939,589.47
AVERAGE BALANCE	10,974,707.37

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	1,100,000.00	0.00	42,301.45





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: 01/01/2025 - 01/31/2025

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.5390%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 43 DAYS AND THE NET ASSET VALUE FOR 1/31/25 WAS 1.000009.

#### MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			107,219.04
01/31/2025	MONTHLY POSTING	9999888	413.29	107,632.33
	ENDING BALANCE			107,632.33

#### MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	107,219.04
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	413.29
ENDING BALANCE	107,632.33
AVERAGE BALANCE	107,219.04

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

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	413.29



**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2025-0224-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY SETTING REGULAR MEETING DATES AND TIMES OF TOWN BOARDS, COMMISSIONS, AND COUNCIL; 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 set dates and times for regular meetings of Town Boards, Commissions, and Council.

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

Section 1: Regular meetings of the Town Council shall be on the fourth Monday of the month at 6:00 PM.

Regular meetings of the Parks and Recreation Board shall be on the third Monday of the month at 6:00 PM.

Regular meetings of the Planning and Zoning Commission shall be on the third Tuesday of the month at 6:00 PM.

Regular meetings of the Board of Adjustments shall be on the third Tuesday of the month at 6:05 PM.

Regular meetings of the Arts and Culture Board shall be on the third Wednesday of the month at 6:00 PM.

Section 2: The resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 24<sup>th</sup> day of February, 2025.

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

ATTEST:

APPROVED AS TO FORM:

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

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



**TOWN OF HICKORY CREEK, TEXAS**  
**RESOLUTION NO. 2025-0224-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR FLAGGING TEXAS MOTOR VEHICLE RECORDS FOR FAILURE TO APPEAR OR FAILURE TO PAY A FINE ON A COMPLAINT INVOLVING VIOLATION OF A TRAFFIC LAW 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 Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform governmental functions and services under the terms thereof; and

**WHEREAS**, the Town Council has been presented a proposed Interlocal Agreement by and between the Town of Hickory Creek, Texas and The Texas Department of Transportation (“TxDOT”) for participating in the Scofflaw Program, in accordance with Section 702.003 of the Texas Transportation Code (hereinafter “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

**WHEREAS**, pursuant to Section 702.003 of the Texas Transportation Code, a county assessor-collector or the Texas Department of Transportation may refuse to register a motor vehicle if the assessor-collector or the department receives under a contract information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law; 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.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 24<sup>th</sup> day of February, 2025.

---

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

ATTEST:

APPROVED AS TO FORM:

---

Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

---

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

STATE OF TEXAS

COUNTY OF TRAVIS

§

§

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles (TxDMV)

Town of Hickory Creek (Local Government)

II. PURPOSE: Scofflaw Services contract for marking Texas Motor Vehicle Registration Records.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDMV will undertake and carry out services described in Attachment A, Scope of Services.

IV. CONTRACT PAYMENT: Contract payment shall conform to the provisions of Attachment B, Budget. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates five years from the date this contract is executed by TxDMV, or when otherwise terminated as provided in Attachment C, Article 5 of this contract.

VI. LEGAL AUTHORITY: THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

Each party certifies that its governing body authorized this contract.

This contract incorporates the provisions of Attachment A, Scope of Services, Attachment B, Budget, Attachment C, General Terms and Conditions, Attachment D, Contact Information for Technical Assistance, and Attachment E, Account Information.

TEXAS DEPARTMENT OF MOTOR VEHICLES

Town of Hickory Creek

Signature

Annette Quintero

Printed Name

Director, Vehicle Titles and Registration Division

Title

Date

Signature

Lynn C. Clark

Printed Name

Mayor

Title

February 24, 2025

Date

## **ATTACHMENT A**

### **Scope of Services**

#### **TxDMV will:**

1. On initial probes (inquiries) of data submissions received from the Local Government, generate an output file containing matching license plates. If no vehicle record is found, such factual information will be indicated on the output file together with the input data. Input and output files will be returned to the Local Government after completion of the computer run.
2. Place "flags" on vehicle records based on data submissions received from the Local Government containing "flag" request codes.
3. Remove "flags" from vehicle records based on data submissions received from the Local Government containing "clear" request codes.

#### **Local Government must:**

1. Provide data submissions to **TxDMV** in accordance with **TxDMV** specifications for computer run of initial probes (inquiry), flags (marking) of vehicle records, and clears (removal) of flags. Due to changing technology, these specifications will be distributed by **TxDMV** to the Local Governments on September 1st of every year.
2. Submit an application *to* establish the method of payment (see **Attachment E**), and establish an account prior to submitting inquiries.

## ATTACHMENT B

### Budget

Fees for file submission and transactions must be submitted to **TxDMV** in accordance with 43 Texas Administrative Code Sections 217.123 and 217.124.

Payments must be submitted to the following address:

Texas Department of Motor Vehicles  
IT Services Division, Data Support  
Services PO Box 5020  
Austin, TX 78763-5020

**A deposit of at least \$500.00 must be provided to TxDMV for placement in a non-interest-bearing-account.** This deposit is to cover estimated service use. Payment of the deposit must be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract.

The deposit must be paid before the Local Government submits a probe (inquiry) or a request for placement or removal of a flag from motor vehicle records.

If the balance in the account falls below the \$350.00 minimum balance, **TxDMV** may suspend processing probes, or placing or removing "flags" from motor vehicle records for the Local Government until a deposit is made by the Local Government, in an amount sufficient to increase the balance in the account to the \$350.00 minimum balance.

- A. If the Local Government chooses to establish a "Pay on Request" account, the applicable payment of fees must be made each time a request to probe (search/inquiry) or to place or remove "flags" from motor vehicle records is submitted to **TxDMV**.
- B. As an alternative, if the Local Government chooses to establish an escrow "Prepaid Account", **TxDMV** will establish an account in the name of the Local Government. Charges will be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as provided below.

The \$500.00 minimum balance may increase depending on established monthly usage by the Local Government. This additional funding is payable within fifteen (15) days from receipt of notification from **TxDMV**.

An escrow account balance statement will be provided by **TxDMV** each time a probe or a request to place or remove "flags" from motor vehicle records is submitted.

**ATTACHMENT C**  
**General Terms and Conditions**

**Article 1. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

**Article 2. Conflicts Between Contracts**

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract will prevail.

**Article 3. Disputes**

**TxDMV** will resolve any contractual or administrative issues regarding this contract.

**Article 4. Ownership of Equipment**

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by **TxDMV** under this contract will be owned by **TxDMV**.

**Article 5. Termination**

This contract may be terminated by mutual written agreement or 30 days after either party gives notice to the other party, whichever occurs first. Upon termination of this contract any remaining funds in either a "Pay on Request" account or a "Prepaid Account" as described in **Attachment B** will be refunded to the Local Government following settlement of any outstanding processing fees.

**Article 6. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with **TxDMV** under this contract may not make any offer of benefits, gifts, or favors to employees of **TxDMV**.

**Article 7. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

**Article 8. Compliance with Laws**

The parties must comply with all applicable laws regarding the performance under this contract.

**Article 9. Signatory Warranty**

Each signatory warrants that the signatory has the necessary authority to execute this contract on behalf of the entity represented.

**Article 10. Notices**

The parties will email each other for any notice requirements under this contract. Either of the parties may change its email address or designated individual to receive notices by giving the other party written notice, specifying the new address or individual, and the date upon which the change will become effective.

**If to TxDMV:**

IT Services Division, Data Support Services  
Email: VTR\_Scofflaw@txdmv.gov

**If to the Local Government:**

Contact Name: Ashley Vinson

Email:

## ATTACHMENT D

Technical assistance regarding probes, placing and removing "flags" in motor vehicle records, and requests for information regarding payments for your account may be obtained by contacting the IT Services Division, Data Support Services at [VTR\\_Scofflaw@txdmv.gov](mailto:VTR_Scofflaw@txdmv.gov).



ATTACHMENT E

For TxDMV Use:  
Contract Number

ACCOUNT INFORMATION

GENERAL INFORMATION: Please read carefully, incorrect forms will be returned.

Accounts are "Prepaid". Funds must be available in your account to cover the cost of the Scofflaw remarks file request. Fees are in accordance with Texas Administrative Code, §217.124, and are \$23 per computer run + \$0.12 per record.

**IMPORTANT NOTE:** The third party contacts provided herein, if applicable, are authorized to communicate with TxDMV staff with *questions* regarding the account/billing ONLY. **CHANGES** to any information provided must come from the contracted entity directly. Change requests from any persons outside of the contracted entity will be *denied*.

ACCOUNT INFORMATION:

ACCOUNT NAME: Town of Hickory Creek  
ENTITY MAILING ADDRESS: 1075 Ronald Reagan Avenue Hickory Creek TX 75065  
ENTITY PHONE NUMBER: (940) 279-7050  
ACCOUNT CONTACT(S): Ashley Vinson \_\_\_\_\_ Ashley.Vinson@hickorycreek-tx.gov  
Full Name (for contracted entity, required) E-Mail Address  
Steve Whigham \_\_\_\_\_ Steve.Whigham@mvbalaw.com  
Full Name (may be for Third Party, optional) E-Mail Address

BILLING EMAIL ADDRESS(s): For Account Balance statements and Additional Funds Requests

Ashley.Vinson@hickorycreek-tx.gov \_\_\_\_\_ Steve.Whigham@mvbalaw.com \_\_\_\_\_  
For contracted entity, required For third party representative, optional  
Sheyanne.Cole@mvbalaw.com \_\_\_\_\_  
Additional email address, optional

PERSON(S) RESPONSIBLE FOR SENDING FILES AND RECEIVING OUTPUT FILES

**NOTE:** The EMAIL address(s) provided shall not be a "do not reply" email address. The email account must be enabled to receive REPLY emails.

Ashley.Vinson@hickorycreek-tx.gov \_\_\_\_\_  Check box if same email address as above  
EMAIL ADDRESS for contracted entity, required  
Steve.Whigham@mvbalaw.com \_\_\_\_\_  Check box if same email address as above  
EMAIL ADDRESS for third party representative, optional  
Sheyanne.Cole@mvbalaw.com \_\_\_\_\_  Check box if same email address as above  
Additional email address, optional

For Department Use Only

Contract Dates: \_\_\_\_\_  
Escrow Amount: \$ N/A Renewal  
Signed By: \_\_\_\_\_  
Account Number: \_\_\_\_\_

Contract/Account Terminated

Non-Payment  Expired/Non-Renewal  
 Entity Request  Statutory Change





## **AGENDA INFORMATION SHEET**

**MEETING DATE:** February 24, 2025

**AGENDA ITEM:** Consider and act on permit application submitted by Walmart, 1035 Hickory Creek Blvd, Hickory Creek, Texas, for temporary storage containers for store remodel project.

**SUMMARY:** Fees related to the permit application are \$1600.00.



# TEMPORARY STORAGE / DONATION BOX

## Permit Application

Business Name: Walmart Phone: 940-321-5363

Address: 1035 Hickory Creek Blvd

Applicant Name: Tammy Streda Phone: 870-821-0195

Address: \_\_\_\_\_

Property Owner: Walmart Stores Inc Phone: 1-800-Walmart

Purpose & Items to be Stored: Connex trailers for Store Remodel Project

Delivery Date: 3-30-25 Removal Date: 7-28-25

Supplier: Mobile Box Phone: 405-397-9766

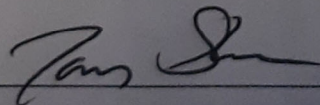
Address: 124 1<sup>st</sup> Avenue S St. 100 Franklin, TN

Type of Storage (container, trailer, etc): Connex

Number of Units: 8 Dimensions: 6-40ft 2-20ft

Attach copy of site plan showing container placement. Written permission of the property owner permission is required, if applicable. Containers may not be placed on an unapproved surface, where it may, in any manner, block fire lanes, required exits, parking or landscape areas, vehicular or pedestrian traffic, or creates any hazard to the public.

Permits for temporary storage containers are valid for a maximum of 60 days without prior Council approval. Failure to remove units at permit expiration could result in the issuance of citations. Donation box registration expires annually on anniversary date. Owner and / or applicant is responsible for assuring containers meet all requirements of Chapter 14 Article XXI Section 6 of the Code of Ordinances.

Applicant Signature:  Date: 2-13-25

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved:  Yes  No Permit Number: \_\_\_\_\_

Receipt: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Denied: \_\_\_\_\_ Submitted to Council: \_\_\_\_\_



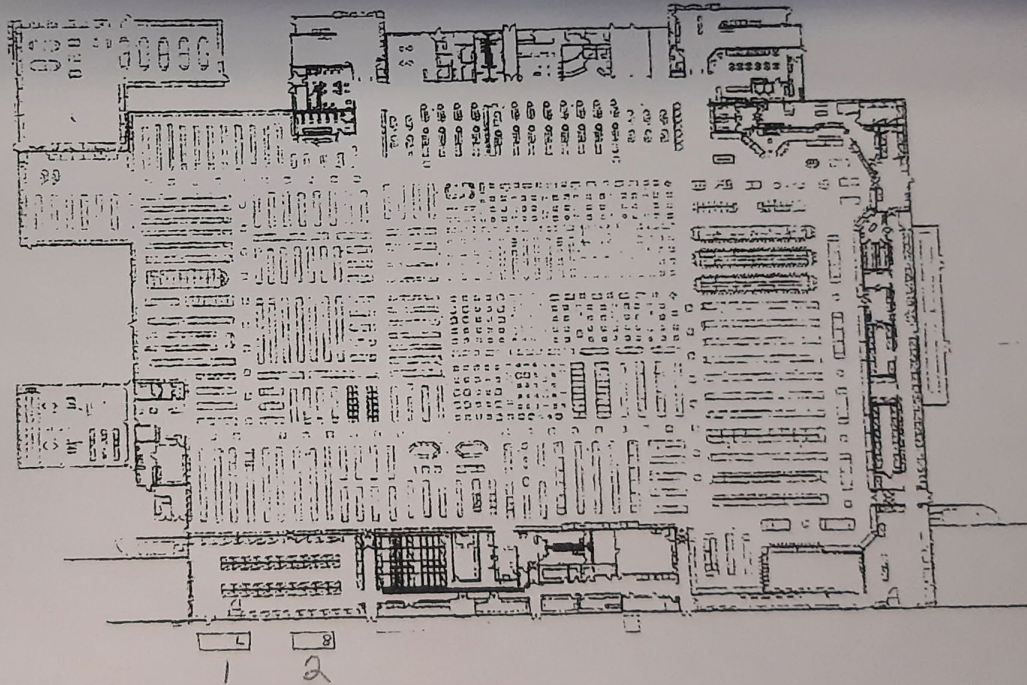
Store #3286

Hickory Creek, Texas

Trailer Guidelines

Murphy's

8
9
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1



**TOWN OF HICKORY CREEK, TEXAS  
RESOLUTION NO. 2025-0224-\_\_**

**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 24<sup>th</sup> day of February, 2025.

\_\_\_\_\_  
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

06 February 2025

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

Dear Chief Dunn,

Attached is Solicitation No. W9126G25Q0011 for the requirement of police services for the project, FY25 Contract for Increased Law Enforcement for the Lewisville Lake lying within the town of 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 AM CST, Thursday, 06 March 2025**. Please submit your quote via email to Baisy J. Lanzo, [baisy.j.lanzo@usace.army.mil](mailto:baisy.j.lanzo@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 Baisy J. Lanzo, Contract Specialist at (817) 659-6355.

**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,

VEGA.MICHAEL.ANTHONY.101  
9349973

Michael A. Vega  
Contracting Officer

Digitally signed by  
VEGA.MICHAEL.ANTHONY.1019349973  
Date: 2025.02.07 10:02:13 -06'00'

<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 37	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G25Q0011	
6. SOLICITATION ISSUE DATE 06-Feb-2025		7. FOR SOLICITATION INFORMATION CALL:		a. NAME BAISYJ LANZO		b. TELEPHONE NUMBER (No Collect Calls) (817) 659-6355	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 06 Mar 2025		9. ISSUED BY CODE W9126G US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH TX 76102-0300  TEL: FAX: (817) 886-6403		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 922120 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) 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 CODE 967431 LEWISVILLE PROJECT OFC KENNETH MYERS 1801 N MILL STREET LEWISVILLE TX 75057-3153 TEL: (469) 645-9107 FAX:		16. ADMINISTERED BY CODE		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		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	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" 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 checked="" 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 <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:		31c. DATE SIGNED	

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

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

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>FY25 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.</p>		Job		
	<p>Base year Police Department period of performance - 25 April 2025 to 07 September 2025</p>				
	<p>FOB: Destination                      PSC CD: R499</p>				

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NET AMT

## Bid Sheet

### *Lewisville Lake- Hickory Creek Increased Law Enforcement*

Period of Performance (27 April 2024 thru 8 September 2024)

Description	Quantity	U/M	Rate	Total
<i>Estimated Labor Cost/Hour</i>		<u>Hours</u>		
<i>Estimated Vehicle Cost/Hour</i>		<u>Hours</u>		
<b><u>Total Contract Cost</u></b>				
<b><u>Chargeable Hourly Rate (Vehicle &amp; Labor)</u></b>				
<b><u>(Total Contract Cost + Scheduled Patrol Hours)</u></b>				
<b>Estimated Labor Quantity = Scheduled Patrol Hours</b>				
<b>Estimated Labor Rate = Total Labor Costs (Officers, Admin, Supervisory, etc)</b>				

## PERFORMANCE WORK STATEMENT (PWS)

### Increased Law Enforcement Services, Hickory Creek Police Department Lewisville Lake 2025

1.0 **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 25 April 2025 (Friday) through 7 September 2025 (Sunday), for a total of 512 patrol hours, further specified in Appendices A, B, and C to this PWS. Effective start date is 25 April 2025 (Friday) **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** Patrols will be conducted on Fridays, Saturdays and Sundays, as well as any Federal holidays (see Appendices A, B and C)

#### 1.4 General Information

1.4.1 Quality Control (Not applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Enforcement Action Summary in accordance with the attached format (Appendix D). The summary will be completed daily and submitted at the close of the 1<sup>st</sup> and 15<sup>th</sup> 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, Juneteenth 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: Kenneth Myers, Lake Manager, Lewisville Lake; Alternate: Sean Carey, Park Ranger, Lewisville Lake. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

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

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

1.4.14 Contractor Travel (Not applicable):

1.4.15 Data Rights (Not applicable)

1.4.16 Organizational Conflict of Interest: (Not applicable)

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

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

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

1.6.2 Equipment: The Contractor shall provide all patrol vehicles required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law

enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

## 2.0 MISCELLANEOUS PROVISIONS:

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

## TECHNICAL EXHIBIT 1

### Performance Requirements Summary

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

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

**TECHNICAL EXHIBIT 2**

**Deliverables Schedule Summary**

<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	<p>1. US Army Corps of Engineers Lewisville Lake 1801 N. Mill Street, Lewisville, TX 75057 ATTN: Kenneth Myers/Tim Moore FAX:469-645-9101</p> <p>2. USACE Finance Center Attn: CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5005 FAX:901/874-8533</p>
Daily Enforcement Action Summaries	Submit to USACE Lewisville Lake on <b>1<sup>st</sup> and 15<sup>th</sup> of every month contract services are performed.</b>		Email	<p>(see sec. 1.4.2 &amp; 1.4.13)</p> <p>ATTN: Kenneth Myers/ Sean Carey Sean.m.carey@usace.army.mil</p>



APPENDIX A

PERFORMANCE WORK STATEMENT (PWS)

PATROL SCHEDULE

FY 2025

DAY OF WEEK	TIME	HOURS	VEHICLES	OFFICERS
FRIDAY	1430-2300	8	1	1
SATURDAY	1430-2300	8	1	1
SUNDAY	1430-2300	8	1	1
<b>JULY 3<sup>rd</sup> (Thursday)</b>	<b>1430-2300</b>	<b>8</b>	<b>1</b>	<b>1</b>
<b>JULY 4<sup>th</sup> (Friday)</b>	<b>1430-2300</b>	<b>8</b>	<b>1</b>	<b>1</b>
<b>HOLIDAYS</b> <b>(Includes Memorial Day, Labor Day and Juneteenth)</b>	<b>1130-2000</b>	<b>8</b>	<b>1</b>	<b>1</b>

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

Contract begins on 25 April, 2025 (Friday) with patrols made on consecutive weekends, (Fridays, Saturdays and Sundays) through 7 September, 2025 (Sunday) to complete the agreement. Only select Federal Holidays as noted will be included in this agreement.



APPENDIX C

PERFORMANCE WORK STATEMENT (PWS)

SCHEDULE OF DAYS WORKED BY MONTH

FY 2025

**(64 Days Total)**

**April:** 25, 26, 27 = **3 days**

**MAY:** 2-4, 9-11, 16-18, 23-26, 30-31 (**Includes Memorial Day**) = **15 days**

**JUNE:** 1, 6-8, 13-15, 19-22, 27-29 (**Includes Juneteenth**) = **14 days**

**JULY:** 3-6 (**Includes Independence Day**), 11-13, 18-20, 25-27 = **13 days**

**AUGUST:** 1-3, 8-10, 15-17, 22-24, 29-31 = **15 days**

**SEPTEMBER:** 1 (**Includes Labor Day**), 5-7 = **4 days**

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**TOTAL: 64 DAYS**



## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 25-APR-2025 TO 07-SEP-2025	N/A	LEWISVILLE PROJECT OFC KENNETH MYERS 1801 N MILL STREET LEWISVILLE TX 75057-3153 (469) 645-9107 FOB: Destination	967431

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	LEWISVILLE PROJECT OFC 1801 N MILL STREET LEWISVILLE TX 75057-3153	N/A	LEWISVILLE PROJECT OFC 1801 N MILL STREET LEWISVILLE TX 75057-3153	Government

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
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
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	SEP 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2023
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024

52.223-23	Sustainable Products and Services.	MAY 2024
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
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	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	MAY 2024
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
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 2023
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	JAN 2023
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.247-7023	Transportation of Supplies by Sea	OCT 2024

#### CLAUSES INCORPORATED BY FULL TEXT

#### 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)



(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)

#### 52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are \_\_\_\_\_. (Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024) ALTERNATE I (FEB 2024)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed

through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

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

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

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business (SDVOSB) concern" means a small business concern--

- (1)(i) Not less than 51 percent of which is owned and controlled 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; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, 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), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

"Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program" means an SDVOSB concern that--

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

"Service-disabled veteran-owned small business (SDVOSB) Program" means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

"Small business concern"--

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

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

"Small disadvantaged business concern, consistent with 13 CFR 124.1001", 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 the threshold at 13 CFR 124.104(c)(2) 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 and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

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

- (i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern; or

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

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

(3) SDVOSB 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 that it [ \_\_\_ ] is, [ \_\_\_ ] is not an SDVOSB concern.

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror represents that it [ \_\_\_ ] is, [ \_\_\_ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_ .]

(5) 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 124.1001.

(6) 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.

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

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

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) 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.

(10) 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: \_\_\_\_\_

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

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

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_ .]

Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
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[List as necessary]

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

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

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

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free



Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, 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 Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
---	---
---	---
---	---

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No.
---
---
---

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.
—
—
—

[List as necessary]

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

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

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

Korean End Products or Israeli End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

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

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

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

[  ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) (  ) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

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

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

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

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

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

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

(4) Type of organization.

( \_\_\_ ) Sole proprietorship;

( \_\_\_ ) Partnership;

( \_\_\_ ) Corporate entity (not tax-exempt);

( \_\_\_ ) Corporate entity (tax-exempt);

( \_\_\_ ) Government entity (Federal, State, or local);

( \_\_\_ ) Foreign government;

( \_\_\_ ) International organization per 26 CFR 1.6049-4;

( \_\_\_ ) Other -----.

(5) Common parent.

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

( \_\_\_ ) Name and TIN of common parent:

Name - \_\_\_ .

TIN - \_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](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 sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

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

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

(2) The Offeror represents that--

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

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



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

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

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

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

Predecessor legal name: \_\_\_ .

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

(s) [Reserved].

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

(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; 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 (MAY 2024)

(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 Covered Entities (DEC 2023) (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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

X (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) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (6) [Reserved]

X (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

\_\_\_ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders--Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

\_\_\_ (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

\_\_\_ (ii) Alternate I (DEC 2023) of 52.204-30.

X (12) 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).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_ (14) [Reserved]

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

\_\_\_ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (17) [Reserved]

\_\_\_ (18)(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.

\_\_\_ (19)(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.
- \_\_\_ (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (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 2023) of 52.219-9.
- \_\_\_ (22) (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.
- X (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- \_\_\_ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).
- \_\_\_ (26) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- \_\_\_ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- \_\_\_ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- \_\_\_ (32) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2024) (E.O. 13126).
- X (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (34)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- \_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.
- X (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.
- X (36)(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.

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

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (39)(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).

\_\_\_ (40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

\_\_\_ (41)(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.)

\_\_\_ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, et seq.).

\_\_\_ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, et seq.).

\_\_\_ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, et seq.).

\_\_\_ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, et seq.).

\_\_\_ (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).

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

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

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

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

\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I [Reserved].

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

\_\_\_ (iv) Alternate III (FEB 2024) of 52.225-3.

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

\_\_\_\_ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

\_\_\_\_ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_\_ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C. 3805).

\_\_\_\_ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (60) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_\_ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (64) (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.]

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

X (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).

X (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).

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

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

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

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

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

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

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

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

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

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

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 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).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders--Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (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.

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

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

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

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

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

(xiv) 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.

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

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

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

(xvii) 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.)

(xviii) 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)

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

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

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

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

(xxiv) 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.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 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/>

(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/>

(End of clause)

#### 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)

<p>"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>
<p>Daniel W. Simms Director</p>	<p>Division of Wage Determinations</p>
<p>Wage Determination No.: 2015-5227 Revision No.: 24 Date Of Last Revision: 12/23/2024</p>	

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Texas

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.67
01012 - Accounting Clerk II		20.95
01013 - Accounting Clerk III		23.43
01020 - Administrative Assistant		36.05
01035 - Court Reporter		24.85
01041 - Customer Service Representative I		15.66***
01042 - Customer Service Representative II		17.09***
01043 - Customer Service Representative III		19.18
01051 - Data Entry Operator I		16.40***
01052 - Data Entry Operator II		17.89
01060 - Dispatcher, Motor Vehicle		21.58
01070 - Document Preparation Clerk		18.70
01090 - Duplicating Machine Operator		18.70
01111 - General Clerk I		15.48***
01112 - General Clerk II		16.89***
01113 - General Clerk III		18.95

01120 - Housing Referral Assistant	24.15
01141 - Messenger Courier	18.01
01191 - Order Clerk I	18.57
01192 - Order Clerk II	20.26
01261 - Personnel Assistant (Employment) I	19.02
01262 - Personnel Assistant (Employment) II	21.27
01263 - Personnel Assistant (Employment) III	23.72
01270 - Production Control Clerk	24.46
01290 - Rental Clerk	16.89***
01300 - Scheduler, Maintenance	19.37
01311 - Secretary I	19.37
01312 - Secretary II	21.66
01313 - Secretary III	24.15
01320 - Service Order Dispatcher	19.29
01410 - Supply Technician	36.05
01420 - Survey Worker	19.81
01460 - Switchboard Operator/Receptionist	17.08***
01531 - Travel Clerk I	19.18
01532 - Travel Clerk II	21.52
01533 - Travel Clerk III	23.95
01611 - Word Processor I	17.22***
01612 - Word Processor II	19.34
01613 - Word Processor III	21.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.49
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	21.10
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	23.43
05160 - Motor Equipment Metal Worker	21.10
05190 - Motor Vehicle Mechanic	23.43
05220 - Motor Vehicle Mechanic Helper	17.27***
05250 - Motor Vehicle Upholstery Worker	19.95
05280 - Motor Vehicle Wrecker	21.10
05310 - Painter, Automotive	24.22
05340 - Radiator Repair Specialist	21.10
05370 - Tire Repairer	16.57***
05400 - Transmission Repair Specialist	23.43
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.67***
07041 - Cook I	15.94***
07042 - Cook II	18.30
07070 - Dishwasher	14.00***
07130 - Food Service Worker	14.42***
07210 - Meat Cutter	16.46***
07260 - Waiter/Waitress	11.78***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.36
09040 - Furniture Handler	12.25***
09080 - Furniture Refinisher	19.92
09090 - Furniture Refinisher Helper	15.05***
09110 - Furniture Repairer, Minor	17.86
09130 - Upholsterer	17.98
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.04***
11060 - Elevator Operator	15.10***
11090 - Gardener	23.78
11122 - Housekeeping Aide	15.26***
11150 - Janitor	15.26***
11210 - Laborer, Grounds Maintenance	17.69***
11240 - Maid or Houseman	14.55***
11260 - Pruner	15.63***
11270 - Tractor Operator	21.73
11330 - Trail Maintenance Worker	17.69***



11360 - Window Cleaner	17.27***
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	25.60
12012 - Certified Occupational Therapist Assistant	38.16
12015 - Certified Physical Therapist Assistant	37.56
12020 - Dental Assistant	22.49
12025 - Dental Hygienist	44.25
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	22.89
12072 - Licensed Practical Nurse II	25.60
12073 - Licensed Practical Nurse III	28.55
12100 - Medical Assistant	18.87
12130 - Medical Laboratory Technician	28.50
12160 - Medical Record Clerk	20.80
12190 - Medical Record Technician	23.27
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	48.20
12221 - Nursing Assistant I	14.31***
12222 - Nursing Assistant II	16.10***
12223 - Nursing Assistant III	17.57***
12224 - Nursing Assistant IV	19.72
12235 - Optical Dispenser	19.50
12236 - Optical Technician	17.59***
12250 - Pharmacy Technician	20.33
12280 - Phlebotomist	20.27
12305 - Radiologic Technologist	36.63
12311 - Registered Nurse I	29.38
12312 - Registered Nurse II	35.93
12313 - Registered Nurse II, Specialist	35.93
12314 - Registered Nurse III	43.47
12315 - Registered Nurse III, Anesthetist	43.47
12316 - Registered Nurse IV	52.12
12317 - Scheduler (Drug and Alcohol Testing)	31.72
12320 - Substance Abuse Treatment Counselor	25.92
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.72
13012 - Exhibits Specialist II	28.14
13013 - Exhibits Specialist III	34.41
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	33.18
13050 - Library Aide/Clerk	15.10***
13054 - Library Information Technology Systems Administrator	29.96
13058 - Library Technician	18.21
13061 - Media Specialist I	21.62
13062 - Media Specialist II	24.18
13063 - Media Specialist III	26.97
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	18.95
13110 - Video Teleconference Technician	23.66
14000 - Information Technology Occupations	
14041 - Computer Operator I	24.21
14042 - Computer Operator II	27.07
14043 - Computer Operator III	30.19
14044 - Computer Operator IV	33.55
14045 - Computer Operator V	37.15

14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		24.21
14160 - Personal Computer Support Technician		33.55
14170 - System Support Specialist		42.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		38.60
15020 - Aircrew Training Devices Instructor (Rated)		46.70
15030 - Air Crew Training Devices Instructor (Pilot)		55.98
15050 - Computer Based Training Specialist / Instructor		38.60
15060 - Educational Technologist		37.48
15070 - Flight Instructor (Pilot)		55.98
15080 - Graphic Artist		27.74
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		55.98
15086 - Maintenance Test Pilot, Rotary Wing		55.98
15088 - Non-Maintenance Test/Co-Pilot		55.98
15090 - Technical Instructor		27.43
15095 - Technical Instructor/Course Developer		33.55
15110 - Test Proctor		22.14
15120 - Tutor		22.14
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.91***
16030 - Counter Attendant		11.91***
16040 - Dry Cleaner		15.30***
16070 - Finisher, Flatwork, Machine		11.91***
16090 - Presser, Hand		11.91***
16110 - Presser, Machine, Drycleaning		11.91***
16130 - Presser, Machine, Shirts		11.91***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.91***
16190 - Sewing Machine Operator		16.22***
16220 - Tailor		17.44***
16250 - Washer, Machine		13.09***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.48
19040 - Tool And Die Maker		29.58
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		21.16
21030 - Material Coordinator		24.46
21040 - Material Expediter		24.46
21050 - Material Handling Laborer		18.06
21071 - Order Filler		17.46***
21080 - Production Line Worker (Food Processing)		21.16
21110 - Shipping Packer		18.31
21130 - Shipping/Receiving Clerk		18.31
21140 - Store Worker I		14.35***
21150 - Stock Clerk		20.80
21210 - Tools And Parts Attendant		21.16
21410 - Warehouse Specialist		21.16
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		42.15
23019 - Aircraft Logs and Records Technician		34.24
23021 - Aircraft Mechanic I		40.22
23022 - Aircraft Mechanic II		42.15
23023 - Aircraft Mechanic III		44.11
23040 - Aircraft Mechanic Helper		28.82
23050 - Aircraft, Painter		38.19
23060 - Aircraft Servicer		34.24
23070 - Aircraft Survival Flight Equipment Technician		38.19
23080 - Aircraft Worker		36.23
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		36.23

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	40.22
II		
23110	- Appliance Mechanic	22.72
23120	- Bicycle Repairer	20.03
23125	- Cable Splicer	34.71
23130	- Carpenter, Maintenance	23.13
23140	- Carpet Layer	22.33
23160	- Electrician, Maintenance	26.62
23181	- Electronics Technician Maintenance I	29.13
23182	- Electronics Technician Maintenance II	30.70
23183	- Electronics Technician Maintenance III	32.33
23260	- Fabric Worker	26.87
23290	- Fire Alarm System Mechanic	24.37
23310	- Fire Extinguisher Repairer	21.56
23311	- Fuel Distribution System Mechanic	22.84
23312	- Fuel Distribution System Operator	17.91
23370	- General Maintenance Worker	21.20
23380	- Ground Support Equipment Mechanic	40.22
23381	- Ground Support Equipment Servicer	34.24
23382	- Ground Support Equipment Worker	36.23
23391	- Gunsmith I	21.56
23392	- Gunsmith II	24.77
23393	- Gunsmith III	27.49
23410	- Heating, Ventilation And Air-Conditioning Mechanic	26.12
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.38
23430	- Heavy Equipment Mechanic	29.88
23440	- Heavy Equipment Operator	23.36
23460	- Instrument Mechanic	27.95
23465	- Laboratory/Shelter Mechanic	26.10
23470	- Laborer	18.06
23510	- Locksmith	23.89
23530	- Machinery Maintenance Mechanic	29.66
23550	- Machinist, Maintenance	25.54
23580	- Maintenance Trades Helper	17.33***
23591	- Metrology Technician I	27.95
23592	- Metrology Technician II	29.30
23593	- Metrology Technician III	30.67
23640	- Millwright	29.85
23710	- Office Appliance Repairer	21.67
23760	- Painter, Maintenance	21.24
23790	- Pipefitter, Maintenance	30.10
23810	- Plumber, Maintenance	28.58
23820	- Pneudraulic Systems Mechanic	27.49
23850	- Rigger	26.24
23870	- Scale Mechanic	24.77
23890	- Sheet-Metal Worker, Maintenance	24.84
23910	- Small Engine Mechanic	22.93
23931	- Telecommunications Mechanic I	29.53
23932	- Telecommunications Mechanic II	30.96
23950	- Telephone Lineman	28.48
23960	- Welder, Combination, Maintenance	23.03
23965	- Well Driller	25.49
23970	- Woodcraft Worker	27.49
23980	- Woodworker	21.56
24000	- Personal Needs Occupations	
24550	- Case Manager	20.62
24570	- Child Care Attendant	13.84***
24580	- Child Care Center Clerk	17.25***
24610	- Chore Aide	11.04***
24620	- Family Readiness And Support Services Coordinator	20.62
24630	- Homemaker	20.62

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	31.76
25040 - Sewage Plant Operator	23.39
25070 - Stationary Engineer	31.76
25190 - Ventilation Equipment Tender	22.76
25210 - Water Treatment Plant Operator	23.39
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.02
27007 - Baggage Inspector	15.80***
27008 - Corrections Officer	25.57
27010 - Court Security Officer	27.84
27030 - Detection Dog Handler	18.61
27040 - Detention Officer	25.57
27070 - Firefighter	30.10
27101 - Guard I	15.80***
27102 - Guard II	18.61
27131 - Police Officer I	36.47
27132 - Police Officer II	40.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.24***
28042 - Carnival Equipment Repairer	18.84
28043 - Carnival Worker	12.40***
28210 - Gate Attendant/Gate Tender	17.74***
28310 - Lifeguard	12.71***
28350 - Park Attendant (Aide)	19.85
28510 - Recreation Aide/Health Facility Attendant	14.49***
28515 - Recreation Specialist	24.59
28630 - Sports Official	15.81***
28690 - Swimming Pool Operator	22.53
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.94
29020 - Hatch Tender	31.94
29030 - Line Handler	31.94
29041 - Stevedore I	30.20
29042 - Stevedore II	33.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	49.12
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	33.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	37.30
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	29.55
30051 - Cryogenic Technician I	29.26
30052 - Cryogenic Technician II	32.32
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	19.32
30082 - Engineering Technician II	21.67
30083 - Engineering Technician III	24.23
30084 - Engineering Technician IV	30.03
30085 - Engineering Technician V	36.74
30086 - Engineering Technician VI	44.45
30090 - Environmental Technician	25.52
30095 - Evidence Control Specialist	26.42
30210 - Laboratory Technician	27.98
30221 - Latent Fingerprint Technician I	28.73
30222 - Latent Fingerprint Technician II	31.74
30240 - Mathematical Technician	33.58
30361 - Paralegal/Legal Assistant I	23.58
30362 - Paralegal/Legal Assistant II	29.23
30363 - Paralegal/Legal Assistant III	35.74

30364 - Paralegal/Legal Assistant IV	43.24
30375 - Petroleum Supply Specialist	32.32
30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	32.32
30461 - Technical Writer I	28.26
30462 - Technical Writer II	34.56
30463 - Technical Writer III	41.81
30491 - Unexploded Ordnance (UXO) Technician I	31.21
30492 - Unexploded Ordnance (UXO) Technician II	37.77
30493 - Unexploded Ordnance (UXO) Technician III	45.27
30494 - Unexploded (UXO) Safety Escort	31.21
30495 - Unexploded (UXO) Sweep Personnel	31.21
30501 - Weather Forecaster I	29.26
30502 - Weather Forecaster II	35.59
30620 - Weather Observer, Combined Upper Air Or	(see 2) 24.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 26.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	37.77
31020 - Bus Aide	16.45***
31030 - Bus Driver	23.99
31043 - Driver Courier	19.42
31260 - Parking and Lot Attendant	13.20***
31290 - Shuttle Bus Driver	18.53
31310 - Taxi Driver	13.24***
31361 - Truckdriver, Light	21.25
31362 - Truckdriver, Medium	23.08
31363 - Truckdriver, Heavy	25.67
31364 - Truckdriver, Tractor-Trailer	25.67
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	18.41
99030 - Cashier	13.48***
99050 - Desk Clerk	14.92***
99095 - Embalmer	26.46
99130 - Flight Follower	31.21
99251 - Laboratory Animal Caretaker I	16.21***
99252 - Laboratory Animal Caretaker II	17.73***
99260 - Marketing Analyst	37.40
99310 - Mortician	26.46
99410 - Pest Controller	23.68
99510 - Photofinishing Worker	16.40***
99710 - Recycling Laborer	23.22
99711 - Recycling Specialist	28.52
99730 - Refuse Collector	20.52
99810 - Sales Clerk	14.98***
99820 - School Crossing Guard	15.36***
99830 - Survey Party Chief	31.25
99831 - Surveying Aide	18.73
99832 - Surveying Technician	24.00
99840 - Vending Machine Attendant	17.05***
99841 - Vending Machine Repairer	20.93
99842 - Vending Machine Repairer Helper	17.01***

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour) or 13658 (\$13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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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: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month\*

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

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

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

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

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

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

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

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, 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. 2025-0224-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND POLICE RECRUITS CONCERNING POLICE ACADEMY SPONSORSHIP; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council desires to ratify agreements between the Town of Hickory Creek, Texas and Nathaniel Brewer, as shown on the attached Exhibit A, Zachariah Peterson, as shown of the attached Exhibit B and Lina Vang-Meyer as shown of the attached Exhibit C.

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

**Section 1:** the Town Council hereby ratifies the agreements between the Town of Hickory Creek, Texas and Nathaniel Brewer, effectively dated January 29, 2025 and attached hereto as Exhibit A, Zachariah Peterson, effectively dated January 29, 2025 and attached hereto as Exhibit B, Lina Vang-Meyer, effectively dated January 29, 2025 and attached hereto as Exhibit C.

**Section 2:** The resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas this 24<sup>th</sup> day of February, 2025.

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

ATTEST:

APPROVED AS TO FORM:

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Kristi Rogers, Town Secretary  
Town of Hickory Creek, Texas

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

## **SPONSORSHIP AGREEMENT**

This Agreement ("Agreement") is by and between the **TOWN OF HICKORY CREEK, TEXAS**, (the "Town"), and **NATHANIEL BREWER** (the "Police Recruit") to be effective upon date of execution of this Agreement (the "Effective Date").

### **SECTION 1** **RECITALS**

**WHEREAS**, the Town and the Police Recruit are sometimes collectively referenced in this Agreement as (the "Parties,") or, each individually, as (the "Party"); and

**WHEREAS**, the Town is a general-law municipality of the State of Texas located within Denton County (the "County"); and

**WHEREAS**, the Town has determined that it is in the public interest to sponsor certain employees for police academy training and education necessary to receive appropriate professional certification from the Texas Commission on Law Enforcement.

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

### **SECTION 2** **TOWN'S COMMITMENT**

Police Recruit has been selected for sponsorship by the Town for police academy training. Program sponsorship includes the following:

1. Payment of all tuition, fees, books, uniforms, equipment and miscellaneous necessities, as exclusively approved by the Police Chief or his designee and as required by the academy in order to participate in and graduate from the training program, up to a maximum of \$5000.
2. Selection of employees for sponsorship under the provisions of this Agreement shall be made with consideration given to education, experience, and Department seniority.

### **SECTION 3** **POLICE RECRUIT'S COMMITMENT AND THE TOWN'S RIGHTS**

In exchange for the sponsorship specified above, the Police Recruit agrees to accept the following terms and conditions.

1. The Police Recruit agrees to abide by all Departmental policies, rules, and regulations, and the Personnel Rules and Regulations of the Town.
2. The Police Recruit is required to remain in good standing with the academy at all times. Should the Police Recruit fail to remain in good standing at any time or should the Police Recruit's academic or other performance result in dismissal from the academy, the Town reserves the exclusive right to terminate the sponsorship and recover 100% of the payments made pursuant to this Agreement.

3. The Police Recruit is required to maintain consistent attendance and progress through the required coursework. Should the Police Recruit fail to comply with this requirement, the Town reserves its exclusive right to terminate the sponsorship and recover 100% of the payments made pursuant to this Agreement.
4. The Town shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Police Recruit voluntarily leaves the academy prior to completing the requirements for certification.
5. The Town shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Recruit fails to attain certification within six (6) months of completing the required coursework, unless an extension is requested and approved by the Police Chief or his designee.
6. The Town shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Police Recruit voluntarily leaves the employ of the Town within three (3) years of his or her certification as a Police Officer.
7. The Town shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Police Recruit is terminated from the employ of the Town within three (3) years of certification as a Police Officer. "Termination" shall also include, but not limited to, an injury or illness resulting in the Applicant's inability to perform the normal duties of the position held by the Police Recruit for more than 6 months, so long as said injury or illness is not connected with their employment with the Town.
8. Unless a different schedule is approved by the Police Chief or his designee, repayment shall be made in equal monthly installments and be completed within one (1) year of cessation of employment or other event triggering the repayment obligation. The Police Recruit agrees that in the event of his or her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the repayment obligation remaining unpaid shall immediately become due and payable, unless an extension is requested and approved by the Town.
9. The Police Recruit agrees that in the event that legal fees and costs are incurred by the Town to enforce the terms of this Agreement, the Police Recruit shall be responsible for payment of such fees and costs and the court shall award such fees and costs to the Town.
10. No provision of this Agreement shall be interpreted in a manner adverse to either party based upon the fact that the party drafted the language of the Agreement at issue.

#### **SECTION 4** **DISCLAIMER**

This Agreement covers only payment of those items specified herein associated with the Town of Hickory Creek Police Department's sponsorship of the Police Recruit's participation in the academy. It should not be construed as a contract for employment or continued employment, nor should it be construed to guarantee the Police Recruit a particular position of employment with the Town. The Police Recruit's employment, continued employment, and position shall be at the will and pleasure of the Town under such terms and conditions as are determined by the Town, unless applicable law provides otherwise.



**SECTION 5**  
**POLICE RECRUIT'S CERTIFICATION**

I certify that I have read this Agreement, I have had the opportunity to ask questions, and I have received answers that satisfy my concerns related to this Agreement. I agree to abide by the provisions of this Agreement including those provisions that deal with the Town's rights to recover the costs associated with my participation in the academy should my employment with the Town terminate for any reason.

Police Recruit's Name (print): Nathaniel Brewer

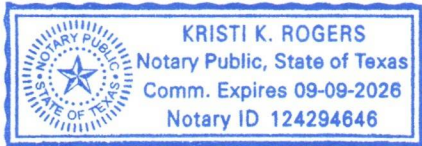
Police Recruit's Signature: [Signature] Date: 1/28/25

DATED AND EXECUTED BY POLICE RECRUIT, THIS 28 DAY OF January, 2025.

STATE OF TEXAS        §  
   §  
COUNTY OF DENTON   §

On this day personally appeared before me Nathaniel Brewer, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed as his/her free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this 28<sup>th</sup> day of January, 2025.



[Signature]  
Notary Public, State of Texas

**TOWN OF HICKORY CREEK**

[Signature]  
Carey Dunn, Police Chief  
Town of Hickory Creek

Date: 01/28/25

[Signature]  
Lynn C. Clark, Mayor  
Town of Hickory Creek

Date: 1/29/2025

## **SPONSORSHIP AGREEMENT**

This Agreement ("Agreement") is by and between the **TOWN OF HICKORY CREEK, TEXAS**, (the "Town"), and **ZACHARIAH PETERSON** (the "Police Recruit") to be effective upon date of execution of this Agreement (the "Effective Date").

### **SECTION 1** **RECITALS**

**WHEREAS**, the Town and the Police Recruit are sometimes collectively referenced in this Agreement as (the "Parties," ) or, each individually, as (the "Party"); and

**WHEREAS**, the Town is a general-law municipality of the State of Texas located within Denton County (the "County"); and

**WHEREAS**, the Town has determined that it is in the public interest to sponsor certain employees for police academy training and education necessary to receive appropriate professional certification from the Texas Commission on Law Enforcement.

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

### **SECTION 2** **TOWN'S COMMITMENT**

Police Recruit has been selected for sponsorship by the Town for police academy training. Program sponsorship includes the following:

1. Payment of all tuition, fees, books, uniforms, equipment and miscellaneous necessities, as exclusively approved by the Police Chief or his designee and as required by the academy in order to participate in and graduate from the training program, up to a maximum of \$5000.
2. Selection of employees for sponsorship under the provisions of this Agreement shall be made with consideration given to education, experience, and Department seniority.

### **SECTION 3** **POLICE RECRUIT'S COMMITMENT AND THE TOWN'S RIGHTS**

In exchange for the sponsorship specified above, the Police Recruit agrees to accept the following terms and conditions.

1. The Police Recruit agrees to abide by all Departmental policies, rules, and regulations, and the Personnel Rules and Regulations of the Town.
2. The Police Recruit is required to remain in good standing with the academy at all times. Should the Police Recruit fail to remain in good standing at any time or should the Police Recruit's academic or other performance result in dismissal from the academy, the Town reserves the exclusive right to terminate the sponsorship and recover 100% of the payments made pursuant to this Agreement.



3. The Police Recruit is required to maintain consistent attendance and progress through the required coursework. Should the Police Recruit fail to comply with this requirement, the Town reserves its exclusive right to terminate the sponsorship and recover 100% of the payments made pursuant to this Agreement.
4. The Town shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Police Recruit voluntarily leaves the academy prior to completing the requirements for certification.
5. The Town shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Recruit fails to attain certification within six (6) months of completing the required coursework, unless an extension is requested and approved by the Police Chief or his designee.
6. The Town shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Police Recruit voluntarily leaves the employ of the Town within three (3) years of his or her certification as a Police Officer.
7. The Town shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Police Recruit is terminated from the employ of the Town within three (3) years of certification as a Police Officer. "Termination" shall also include, but not limited to, an injury or illness resulting in the Applicant's inability to perform the normal duties of the position held by the Police Recruit for more than 6 months, so long as said injury or illness is not connected with their employment with the Town.
8. Unless a different schedule is approved by the Police Chief or his designee, repayment shall be made in equal monthly installments and be completed within one (1) year of cessation of employment or other event triggering the repayment obligation. The Police Recruit agrees that in the event of his or her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the repayment obligation remaining unpaid shall immediately become due and payable, unless an extension is requested and approved by the Town.
9. The Police Recruit agrees that in the event that legal fees and costs are incurred by the Town to enforce the terms of this Agreement, the Police Recruit shall be responsible for payment of such fees and costs and the court shall award such fees and costs to the Town.
10. No provision of this Agreement shall be interpreted in a manner adverse to either party based upon the fact that the party drafted the language of the Agreement at issue.

#### **SECTION 4** **DISCLAIMER**

This Agreement covers only payment of those items specified herein associated with the Town of Hickory Creek Police Department's sponsorship of the Police Recruit's participation in the academy. It should not be construed as a contract for employment or continued employment, nor should it be construed to guarantee the Police Recruit a particular position of employment with the Town. The Police Recruit's employment, continued employment, and position shall be at the will and pleasure of the Town under such terms and conditions as are determined by the Town, unless applicable law provides otherwise.

**SECTION 5**  
**POLICE RECRUIT'S CERTIFICATION**

I certify that I have read this Agreement, I have had the opportunity to ask questions, and I have received answers that satisfy my concerns related to this Agreement. I agree to abide by the provisions of this Agreement including those provisions that deal with the Town's rights to recover the costs associated with my participation in the academy should my employment with the Town terminate for any reason.

Police Recruit's Name (print): Zachariah Peterson

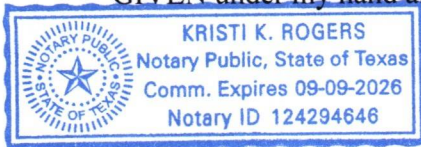
Police Recruit's Signature:  Date: 1/28/25

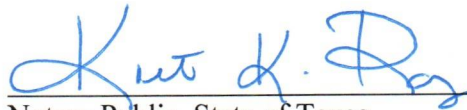
DATED AND EXECUTED BY POLICE RECRUIT, THIS 28<sup>th</sup> DAY OF January, 2025.

STATE OF TEXAS        §  
   §  
COUNTY OF DENTON   §


On this day personally appeared before me Zachariah Peterson, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed as his/her free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this 28<sup>th</sup> day of January, 2025.

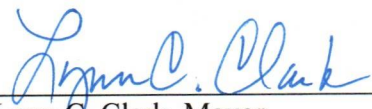


  
Notary Public, State of Texas

**TOWN OF HICKORY CREEK**

  
Carey Dunn, Police Chief  
Town of Hickory Creek

Date: 1/28/25

  
Lynn C. Clark, Mayor  
Town of Hickory Creek

Date: 1/29/2025



## **SPONSORSHIP AGREEMENT**

This Agreement ("Agreement") is by and between the **TOWN OF HICKORY CREEK, TEXAS**, (the "Town"), and **LINA VANG-MEYER** (the "Police Recruit") to be effective upon date of execution of this Agreement (the "Effective Date").

### **SECTION 1** **RECITALS**

**WHEREAS**, the Town and the Police Recruit are sometimes collectively referenced in this Agreement as (the "Parties,") or, each individually, as (the "Party"); and

**WHEREAS**, the Town is a general-law municipality of the State of Texas located within Denton County (the "County"); and

**WHEREAS**, the Town has determined that it is in the public interest to sponsor certain employees for police academy training and education necessary to receive appropriate professional certification from the Texas Commission on Law Enforcement.

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

### **SECTION 2** **TOWN'S COMMITMENT**

Police Recruit has been selected for sponsorship by the Town for police academy training. Program sponsorship includes the following:

1. Payment of all tuition, fees, books, uniforms, equipment and miscellaneous necessities, as exclusively approved by the Police Chief or his designee and as required by the academy in order to participate in and graduate from the training program, up to a maximum of \$5000.
2. Selection of employees for sponsorship under the provisions of this Agreement shall be made with consideration given to education, experience, and Department seniority.

### **SECTION 3** **POLICE RECRUIT'S COMMITMENT AND THE TOWN'S RIGHTS**

In exchange for the sponsorship specified above, the Police Recruit agrees to accept the following terms and conditions.

1. The Police Recruit agrees to abide by all Departmental policies, rules, and regulations, and the Personnel Rules and Regulations of the Town.
2. The Police Recruit is required to remain in good standing with the academy at all times. Should the Police Recruit fail to remain in good standing at any time or should the Police Recruit's academic or other performance result in dismissal from the academy, the Town reserves the exclusive right to terminate the sponsorship and recover 100% of the payments made pursuant to this Agreement.

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6. The Town shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Police Recruit voluntarily leaves the employ of the Town within three (3) years of his or her certification as a Police Officer.
7. The Town shall be entitled to recover 100% of the payments made pursuant to this Agreement if the Police Recruit is terminated from the employ of the Town within three (3) years of certification as a Police Officer. "Termination" shall also include, but not limited to, an injury or illness resulting in the Applicant's inability to perform the normal duties of the position held by the Police Recruit for more than 6 months, so long as said injury or illness is not connected with their employment with the Town.
8. Unless a different schedule is approved by the Police Chief or his designee, repayment shall be made in equal monthly installments and be completed within one (1) year of cessation of employment or other event triggering the repayment obligation. The Police Recruit agrees that in the event of his or her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the repayment obligation remaining unpaid shall immediately become due and payable, unless an extension is requested and approved by the Town.
9. The Police Recruit agrees that in the event that legal fees and costs are incurred by the Town to enforce the terms of this Agreement, the Police Recruit shall be responsible for payment of such fees and costs and the court shall award such fees and costs to the Town.
10. No provision of this Agreement shall be interpreted in a manner adverse to either party based upon the fact that the party drafted the language of the Agreement at issue.

#### **SECTION 4** **DISCLAIMER**

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**SECTION 5**  
**POLICE RECRUIT'S CERTIFICATION**

I certify that I have read this Agreement, I have had the opportunity to ask questions, and I have received answers that satisfy my concerns related to this Agreement. I agree to abide by the provisions of this Agreement including those provisions that deal with the Town's rights to recover the costs associated with my participation in the academy should my employment with the Town terminate for any reason.

Police Recruit's Name (print): Lina Vang-Meyer

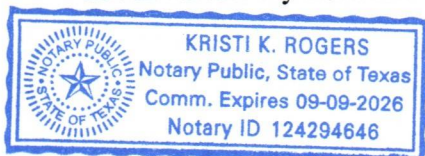
Police Recruit's Signature: \_\_\_\_\_ Date: 1.28.25

**DATED AND EXECUTED BY POLICE RECRUIT, THIS 28 DAY OF January, 2025.**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF DENTON       §**

On this day personally appeared before me Lina Vang-Meyer, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed as his/her free and voluntary act and deed for the uses and proposes therein mentioned.

GIVEN under my hand and official seal, this 28<sup>th</sup> day of January, 2025.



Kristi K. Rogers  
Notary Public, State of Texas

**TOWN OF HICKORY CREEK**

Carey Dunn  
Carey Dunn, Police Chief  
Town of Hickory Creek

Date: 1/28/2025

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

Date: 1/29/2025



## AGENDA INFORMATION SHEET

**MEETING DATE:** February 24, 2025

**AGENDA ITEMS:** Consider and act on a site and landscape plan for the Lennon II Addition, Lot 9, Block A, being 1.798 acres of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas. The property is located in the 3280 block of FM 2181.

**AGENDA ITEM SUMMARY:**

The properties north of Steeplechase North and south of FM 2181 were annexed into the Town in 2020. Per the zoning designation adopted in August 2020, 28.448 acres were zoned as the Lennon Creek Planned Development. The remaining 10.2 acres were designated Commercial-1 under the current zoning regulations with the following contingencies:

- (a) Southeast corner of Teasley Drive and Parkridge Drive zoned C-1 as a single lot with a maximum area of 60,000 square feet.
- (b) Balance of the Tract zoned C-1 proposed to subdivided into a maximum of 10 lots.

Date	Request	Meeting	Result
08/24/20	Annexation	Town Council	Approved
08/24/20	Zoning Designation	Town Council	Approved
03/16/21	Lennon Creek Final Plat	Planning and Zoning	Approval recommended
03/29/21	Lennon Creek Final Plat	Town Council	Approved
07/16/24	Lennon Creek II Preliminary Plat, Site Plan, Landscape Plan and Final Plat	Planning and Zoning	Extension granted per Local Government Code 212.009.
07/30/24	Lennon Creek II Preliminary Plat Lots 1-9	Planning and Zoning	Approval recommended
07/30/24	Lennon Creek II Site & Landscape Plan Lot 3, Block A	Planning and Zoning	Approval recommended
07/30/24	Lennon Creek II Final Plat Lot 3, Block A	Planning and Zoning	Approval recommended
08/05/24	Lennon Creek II Preliminary Plat Lots 1-9	Town Council	Approved
08/05/24	Lennon Creek II Site & Landscape Plan Lot 3, Block A	Town Council	Approved
08/05/24	Lennon Creek II Final Plat Lot 3, Block A	Town Council	Approved
01/21/25	Lennon Creek II Final Plat Lot 9, Block A	Planning and Zoning	Approval recommended contingent Half comments are addressed.
01/21/25	Lennon Creek II Site & Landscape Plan Lot 9, Block A	Planning and Zoning	Approval recommended with a vote of 4-2.
01/27/25	Lennon Creek II Final Plat Lot 9, Block A	Town Council	Approved pursuant to the engineer's comments being addressed.
01/27/25	Lennon Creek II Site & Landscape Plan Lot 9, Block A	Town Council	Tabled until next meeting.



February 11, 2025  
AVO 37638.200

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

**Re: Victory Phase 2 Hickory Creek (Lot 9, Block A – Lennon II Addition)  
Site Plan and Landscape Plan  
2<sup>nd</sup> Review**

Dear Ms. Chaudoir:

Halff received a request from the Town of Hickory Creek to review a Preliminary Plat, Site Plan and Landscape Plan application for Victory Hickory Creek, Lot 9, Block A Lennon II Addition on December 18, 2024. The surveyor is Eagle Surveying, LLC and the engineer is Claymoore Engineering. The owner is Victory Real Estate Group.

2<sup>nd</sup> Submittal Received: January 21, 2025

**Halff has reviewed the Site Plan and Landscape Plan and recommends approval contingent on addressing the reaming comments below. Please note the Stormwater Management Plan and Drainage/Downstream Assessment is under review by separate letter, and acceptance of Site Plan and Landscape Plan should be contingent upon acceptance of a Preliminary Stormwater Management Plan.**

### **General**

1. Refer to Town checklist markup for additional comments.  
1<sup>st</sup> Review Response: Acknowledged  
2<sup>nd</sup> Review: Addressed.
2. Refer to attached markups for all additional comments.  
1<sup>st</sup> Review Response: Acknowledged.  
2<sup>nd</sup> Review: Addressed.
3. Please address comments and markups on the attached markups and provide response letter and annotated responses on plans.  
1<sup>st</sup> Review Response: Acknowledged.  
2<sup>nd</sup> Review: Response Letter Provided. Annotated responses on plans not provided. Acceptance given.
4. Please address all comments and markups provided by LCMUA and LCFD on site plan by separate letter/plan markup. Town approval of site plan and landscape plan is contingent upon addressment and resolution of these entities' comments.

### Preliminary Plat

1. Preliminary Plat was approved on July 25, 2024.  
1<sup>st</sup> Review Response: Noted.  
2<sup>nd</sup> Review: Addressed.

### Site Plan

1. For the Title Block in the lower right corner, please include the subdivision/addition name with lot and block number are missing, acreage needs to be revised to reflect the lot's acreage (not full block), and development name should be updated as appropriate.  
1<sup>st</sup> Review Response: Title Block has been revised as requested.  
2<sup>nd</sup> Review: Addressed.
2. Please consider relocation of the two handicap parking spaces across the front drive/fire lane. See Markup.  
1<sup>st</sup> Review Response: ADA spaces have been relocated as requested.  
2<sup>nd</sup> Review: Addressed.
3. Please include minimum building setback lines for side lot per Zoning Ordinance requirements.  
1<sup>st</sup> Review Response: Side lot setback has been added.  
2<sup>nd</sup> Review: Addressed.
4. Please verify the designated delivery or loading and unloading area (i.e. delivery/freight trucks), the current note appears to be pulled from the Phase 1 site plan and is inaccurate for this site's layout.  
1<sup>st</sup> Review Response: Note has been updated for this site.  
2<sup>nd</sup> Review: Addressed.
5. Please provide the size, location, dimensions and details of all signs and exterior lighting of signs, including type of standards, locations and radius of light and intensity of foot-candles. If none, please confirm. Building elevations show lighting for building. All signage and exterior building lighting is subject to approval by the Building Inspections Department.  
1<sup>st</sup> Review Response: Acknowledged. Sign, lighting, and exterior building lighting plans will be submitted during building permitting by Architect.  
2<sup>nd</sup> Review: Addressed.
6. Please include location and sizes of storm drains, culverts, inlets and other drainage features on or adjacent to the site.  
1<sup>st</sup> Review Response: Existing storm drain and proposed storm structures have been shown on updated plan.  
2<sup>nd</sup> Review: Addressed.
7. Please include locations, widths, and types of all existing and proposed easements.  
1<sup>st</sup> Review Response: Existing and proposed easements are shown on the plan.  
2<sup>nd</sup> review Response: Addressed.
8. Per Article XIII, Section 3(2), "all commercial areas adjacent to residential areas shall be separated from the residential area by the erection of a sight barrier fence which must be a minimum of eight feet in height, fully opaque, and constructed of 100 percent masonry materials." Please include such barrier along the southern site/lot boundary to at least the extent of proposed construction (including fire lane/access drives). Refer to markup.  
1<sup>st</sup> Review Response: 8 foot height wall has been called out and will be by separate permit.



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

9. All work within TxDOT right-of-way (ROW) will require a permit/approval from TxDOT. Please consult the Denton Area Office for permit requirements.

1<sup>st</sup> Review Response: Work within TxDOT right of way will be coordinated with the Denton office.

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

10. Please include a drive lane extension stub at the northeastern end of the lot for future connection to adjoining commercial property to the east.

1<sup>st</sup> Review Response: Discussion with Developer and adjacent land owner are currently ongoing for coordination of connection point.

2<sup>nd</sup> Review: Comment partially addressed. Regardless of location, future connection/extension stub to abutting eastern property will be required. Please update once agreement has been made.

11. As in the previous Phase of this development for Lot 3, Town Engineer expresses concern to having dual, drive-thru lanes on either side of the building, which may create a cyclical queuing effect in busy hours or for high-demand restaurants/businesses. Best practice is to locate drive-in/drive-thru lane facilities that do not impede vehicular traffic flow or pedestrian movement and safety. Current layout may force cars to queue in front of parking spaces, including possible blocking of handicap spaces, and along the fire lane (front lot) and dumpster pad (back lot) and potentially impede traffic flow and pedestrian movement/safety. Request developer/engineer address this concern, show data on queue lanes provided being sufficient or provide information on the expected restaurant user/business popularity.

1<sup>st</sup> Review Response: Pedestrian cut thru has been eliminated to help alleviate concern of traffic. Drive-thru lanes have sufficient lengths to provide adequate stacking.

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

### **Tree Preservation and Landscape Plan**

1. Please show and label all screening walls, fences, retaining walls, headlight screens and service area screens, including heights and types, as needed on the Landscape Plan. Refer to Site Plan comment regarding required masonry screen wall along southern boundary.

1<sup>st</sup> Review Response: Walls have been coordinated with Site Plan and shown on Landscape plan.

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

2. Please correct discrepancy in dumpster enclosure height between the site plan and landscape plan.

1<sup>st</sup> Review response: Dumpster height has been coordinated with Site Plan.

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

3. Please update the quantity of trees shown in the plant material tables vs what is shown in the plan and called for in "Trees Provided" section.

1<sup>st</sup> Review Response: Quantity of trees has been updated.

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

4. Please see markups for comment requesting confirmation there is no site distance issue with trees and shrubs at the exit of the south/eastern drive thru lane.

1<sup>st</sup> Review Response: Acknowledged, no site distance issue with landscaping.

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



Sincerely,

**HALFF**  
TBPELS Engineering Firm No. 312

A handwritten signature in black ink, appearing to read "Kevin Gronwaldt".

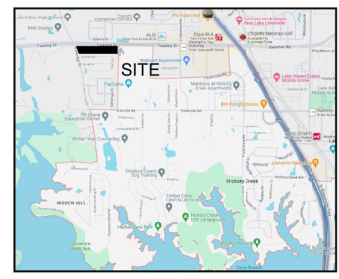
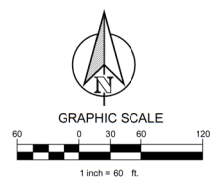
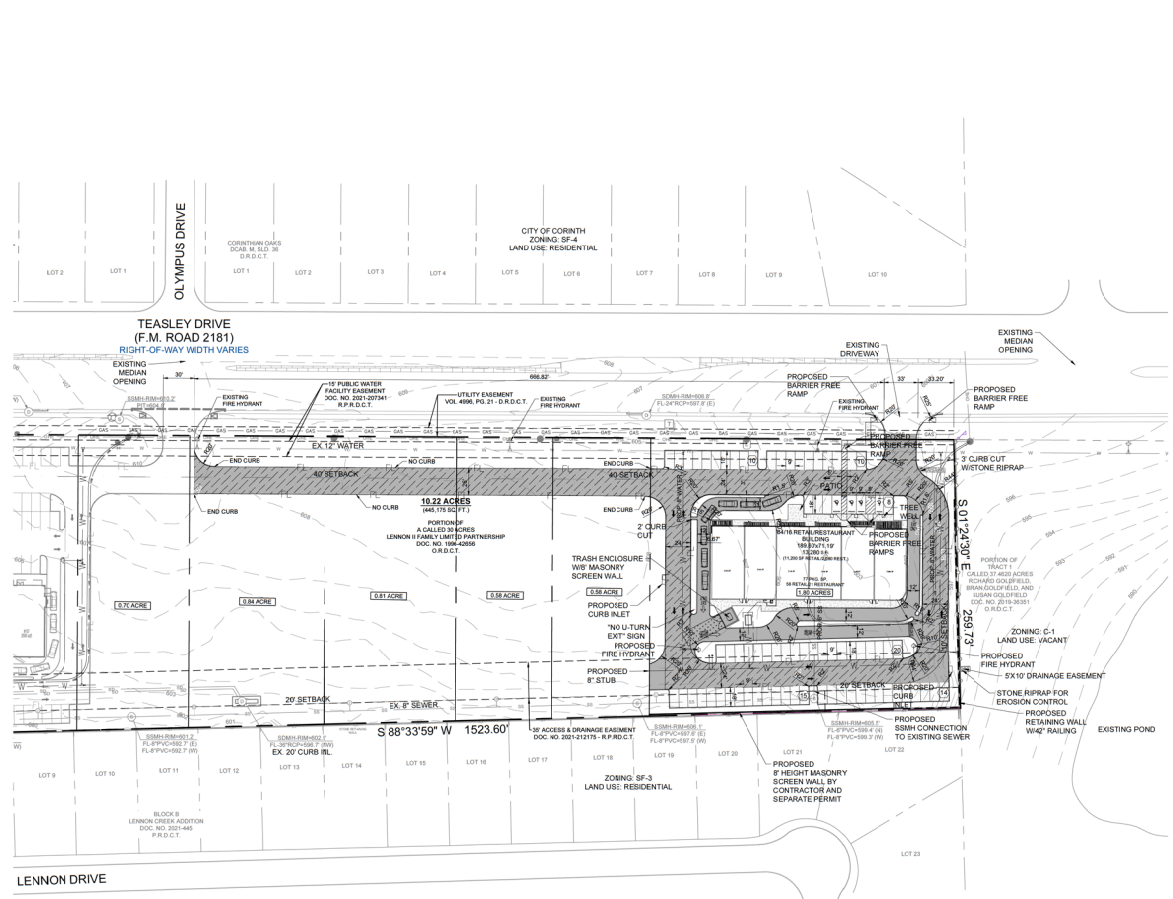
Kevin Gronwaldt, PE, LGPP  
Consulting Engineer for the Town of Hickory Creek

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

Attachment: Town Checklist Markup  
Developer Engineer Response Letter



PLOTTED BY: DAN CABALLERO  
 PLOT DATE: 1/18/2025 10:51 AM  
 LOCATION: Z:\PROJECTS\PROJECTS 2024-061 VICTORY HICKORY CREEK\ADD\SHEETS\PHASE 2 CIVIL\SP-1 SITE PLANDING  
 LAST SAVED: 1/16/2025 4:52 PM



LEGEND	
	PROPERTY LINE
	CURB & GUTTER
	STANDARD DUTY CONCRETE PAVEMENT
	HEAVY CONCRETE PAVEMENT
	DUMPSTER DUTY CONCRETE PAVEMENT
	CONCRETE SIDEWALK PAVEMENT
	FIRE LANE PAVEMENT
	PROPOSED FULL DEPTH SAWCUT
	PROPOSED PARKING COUNTS

**DEVELOPER**  
 VICTORY REAL ESTATE GROUP  
 2311 TURTLE CREEK BLVD.  
 SUITE #700  
 DALLAS, TX 75219  
 PH. 972.707.9555  
 CONTACT: BRAD DEVAULT

**ENGINEER**  
 CLAYMOORE ENGINEERING  
 1903 CENTRAL DR.  
 SUITE #400  
 BEDFORD, TX 76021  
 PH. 817.281.0572  
 CONTACT: DREW DONOSKY, PE  
 EMAIL: DREW@CLAYMOOREENG.COM

**SURVEYOR**  
 EAGLE SURVEYING, LLC  
 210 SOUTH ELM STREET  
 SUITE 104  
 DENTON, TEXAS 76201  
 PH: 940.222.3009

SITE PLAN		
<b>VICTORY PHASE 2 RETAIL</b>		
1.80 ACRES LOT 9, BLOCK A		
BEING A PORTION OF A CALLED 30 ACRE TRACT OF LAND CONVEYED TO LENNON II LIMITED PARTNERSHIP BY DEED RECORDED IN DOC. NO. 1988-0268 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS		
TOWN	STATE	
HICKORY CREEK	TEXAS	
COUNTY	SURVEY	ABSTRACT NO.
DENTON	M.E.P. & P.R.R.	91E

PARKING DATA TABLE	
PARKING REQUIRED	77 SPACES
1 SPACE PER 100 SF RESTAURANT. 1 SPACE PER 200 SF RETAIL	
PARKING PROVIDED	77 SPACES TOTAL
STANDARD PARKING SPACE	73 SPACES TOTAL
ADA PARKING SPACE	4 SPACES TOTAL

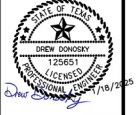
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°24'30" E	89.87'
L2	N 22°58'09" W	136.67'
L3	N 22°23'11" W	21.80'
L4	N 38°04'38" E	17.10'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	21.34'	1530.00'	0°47'56"	N 18°32'53" W	21.34'
C2	73.39'	550.59'	7°07'19"	N 13°23'14" W	73.34'
C3	59.98'	309.59'	11°06'02"	N 17°22'40" W	59.87'

- NOTES:**
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
  - REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
  - AN EXTRA SACK OF CEMENT PER CUBIC YARD IS REQUIRED FOR ALL HAND POURS.
  - ALL RIGID PAVEMENT WITHIN THE TOWN RIGHT-OF-WAY OR UNDER A FIRE LANE SHALL BE PER TOWN STANDARDS AND DETAILS.
  - ALL HVAC UNITS TO BE ROOF MOUNTED.
  - LOADING AND DELIVERIES WILL BE MADE FROM THE MIDDLE DRIVE AND NOT BLOCK A FIRE LANE.

SITE DATA TABLE	
SITE AREA	1.80 AC (78,310 SF)
LEGAL DESCRIPTION	30 ACRES LENNON II FAMILY LIMITED PARTNERSHIP
EXISTING ZONING	C-1 COMMERCIAL
PROPOSED USE	RETAIL RESTAURANT
PROPOSED BUILDING AREA	13,280 SF
PROPOSED BUILDING HEIGHT	29' - 0"
FLOOR COVERAGE	16.96%
LOT AREA RATIO	0.17:1
IMPERVIOUS COVERAGE	62,536 SF (79.9%)

- NO FLOODPLAIN ON PROPERTY
- THIS DEVELOPMENT CONFORMS TO THE PREVIOUSLY APPROVED DOWNSIDE ASSESSMENT AND PROPOSES NO SUBSTANTIAL CHANGES OR DEVIATES FROM THE ACCEPTED DOWNSIDE ASSESSMENT. ALL DRAINAGE IMPROVEMENTS ARE IN LINE WITH THE AS-BUILT PLANS BY WEI.



**RETAIL DEVELOPMENT**  
**SEC TEASLEY DRIVE (FM2181) AND**  
**PARRIDGE DRIVE**  
**HICKORY CREEK, TEXAS**

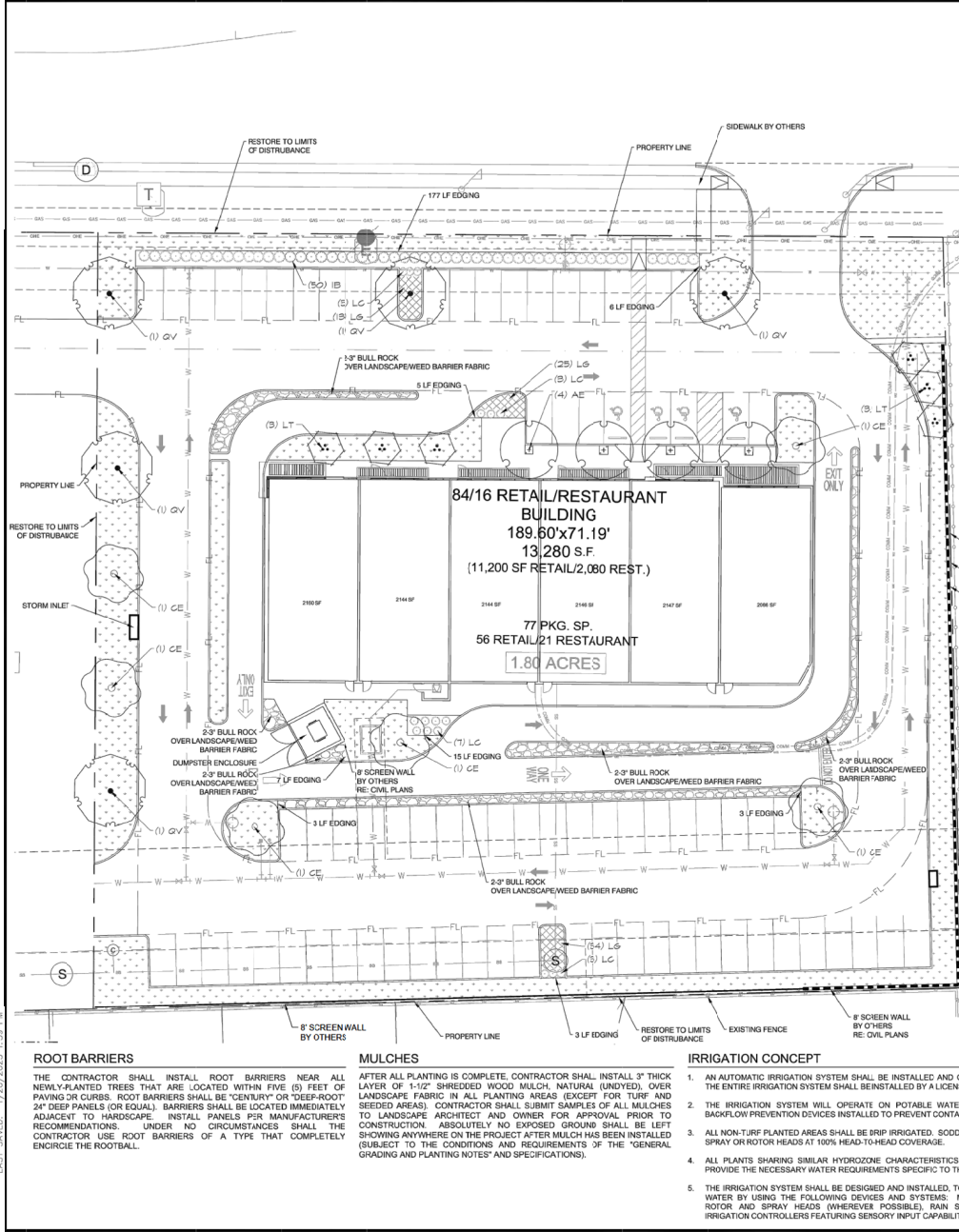
NO.	DATE	REVISION

**SITE PLAN**  
**SP-1**

DESIGN	ASD
DRAWN	DC
CHECKED	ASD
DATE	1/18/2025

SHEET	
<b>SP-1</b>	
File No.	2024-061

COMPUTER PLOT DATE: 1/20/2025 2:05 PM  
 PLOT DATE: 1/20/2025 2:05 PM  
 LAST SAVED: 1/20/2025 1:59 PM



**GENERAL GRADING AND PLANTING NOTES**

- BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ AND WILL COMPLY WITH THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED OTHERWISE).
- IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF FINISH GRADE). SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN 4" OF FINISH GRADE. SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- CONTRACT AND FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMAL SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL FLOODING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE FLOODING POTENTIAL.
- THE LANDSCAPE CONTRACTOR SHALL EXTEND THE EXPORT OF ANY SOIL TO BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
- ENSURE THAT THE "FINISH GRADE" IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 2" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. "LAYER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
- ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. "LAYER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
- IF ANY CONFLICTS OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ALL PLANT LOCATIONS (UNLESS OTHERWISE NOTED), ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AGENCY ARE MET (E.G. MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES SHOWN ON LEGENDS AND CALCULATIONS FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALCD (FOR GROUND COVER PATTERNS) SHALL TAKE PRECEDENCE.
- NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
- THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER'S REPRESENTATIVE TO INSPECT AND APPROVE OR REJECT ALL PLANTS BELONGING TO THE JOBITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

**PLANT SCHEDULE**

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CAL.	CONT.	SIZE
LT	6	6	Lagerstroemia x Tansu Japanese Craple Myrtle Multi-Trunk	2' Cal.	Cont.	5' HT MIN OVERALL
OV	6	6	Quercus virginiana Southern Live Oak	3' Cal.	Cont. or B4B	10'-12'
CE	6	6	Junus assefolia Cedar Elm	3' Cal.	Cont. or B4B	10'-12'
AE	4	4	Junus parvifolia 'Emer II' Alice Lovelace Elm	3' Cal.	Cont. or B4B	10'-12'
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING	SIZE
IB	50	50	Ilex cornuta 'Burfordiana' Nana	5 GAL	36" OC	24" Min. Ht.
LC	17	17	Loropetalum chinense Chinese Fringe Flower	5 GAL	36" OC	24" Min. Ht.
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	SIZE
GT	11,200 sf	11,200 sf	Cynodon dactylon 'Tif 419'	sod		
L6	12	12	Bermuda grass Liriodendron gigantieum Sweet Lupine	1 gal	24" OC	Container PVI

**LANDSCAPE CALCULATIONS**

**ZONING:** C-COMMERCIAL  
 ADJACENT PARCELS ALSO TO EAST & WEST HAVE C-COMMERCIAL ZONING  
 ADJACENT PARCELS TO SOUTH HAVE SF-3-RESIDENTIAL ZONING

**BUILDING FOOTPRINT:** 13,280 SF  
**TOTAL SITE AREA:** 84,250 SF  
**LANDSCAPE AREA REQUIRED:** 11,907 SF (15% OF GROSS SITE AREA)  
**LANDSCAPE AREA PROVIDED:** 14,565 SF (18.3%)  
**SITE TREES REQUIRED:** 18 TREES / 10 TREES/ACRE  
**SITE TREES PROVIDED:** 22 TREES (ALL TREES ARE INCLUDED TO FULL A REQUIREMENT)

**RIGHT OF WAY SCREENING TEASLEY LANE**  
 FRONTAGE LENGTH: 261 LF (NOT INCLUDING WIDTH OF DRIVEWAY)  
 HEDGE REQUIRED: MIN. 3' HIGH CONTINUOUS EVERGREEN 5'SHRUBS  
 HEDGE PROVIDED: 52 EVERGREEN SHRUBS, MIN 3' HT.

**PARKING LOT LANDSCAPING**  
 QUANTITY OF PARKING SPACES: 76 PARKING SPACES  
 INTERNAL ISLAND TREES REQUIRED: 1 TREE PER 16 PARKING SPOTS (5 CANOPY TREES)  
 INTERNAL ISLAND TREES PROVIDED: 5 CANOPY TREES  
 INTERNAL ISLAND SHRUBS REQUIRED: 1 SHRUB PER 5 PARKING SPOTS (16 SHRUBS)  
 INTERNAL ISLAND SHRUBS PROVIDED: 16 SHRUBS

**REFUSE CONTAINER SCREEN**  
 6' HEIGHT SCREEN REQUIRED. SCREEN WALL PROVIDED

**NO EXISTING TREES ON SITE**

**ROOT BARRIERS**

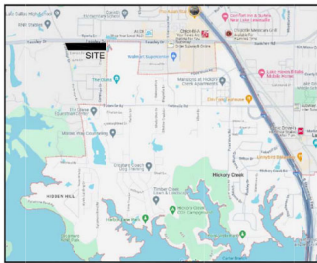
THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO LANDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENRICHE THE ROOTBALL.

**MULCHES**

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE 'GENERAL GRADING AND PLANTING NOTES' AND SPECIFICATIONS).

**IRRIGATION CONCEPT**

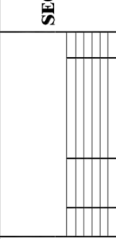
- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
- THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
- ALL NON-TURF PLANTED AREAS SHALL BE SPRINKLER IRRIGATED. SOODED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
- ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.



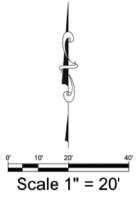
**CLAY MOORE ENGINEERING**



**RETAIL DEVELOPMENT  
 SEC TEASLEY DRIVE (FM218) AND  
 PARKRIDGE DRIVE  
 HICKORY CREEK, TEXAS**



**LANDSCAPE PLANTING**



**LP-1**



