



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, FEBRUARY 24, 2020, 6:00 PM**

AGENDA

Call to Order

Roll Call

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

Invocation

Presentation of Awards

1. Matthew Schmidt

Items of Community Interest

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

Public Comment

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

Consent Agenda

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

2. January 2020 Council Meeting Minutes
3. January 2020 Financial Statements

- [4.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek declaring unopposed candidates in the May 2, 2020 general town election.
- [5.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek authorizing the Mayor of the Town of Hickory Creek, Texas to execute a contract for Increased Law Enforcement for Lewisville Lake lying within Hickory Creek, Texas by and between the Town of Hickory Creek and U.S. Army Corp of Engineers, Fort Worth District.
- [6.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute a Memorandum of Understanding by and between the Town of Hickory Creek, Texas and the Cross Timbers Equestrian Trail Association and the U.S. Army Corps of Engineers, Fort Worth District.
- [7.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. for the TCEQ MS4 Permit Annual Report.
- [8.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute a contract between the Town of Hickory Creek, Texas and Charter Communications Operating, LLC.

Regular Agenda

- [9.](#) Interview for various boards and commissions.
- [10.](#) Presentation from Halff Associates regarding a Comprehensive Plan Update.
- [11.](#) Presentation from Dunaway regarding the Parks, Recreation and Open Space Master Plan.
- [12.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, adopting the 2020 Parks, Recreation, and Open Space Master Plan.
- [13.](#) Consider and act on appointments to various boards and commissions.
- [14.](#) Conduct a public hearing to hear public opinion regarding the proposed reallocation of assessments that have been levied against certain assessable property within the Hickory Creek Public Improvement District No. 2.
- [15.](#) Consider and act on an ordinance reallocating assessments for the costs of certain improvements in the Hickory Creek Public Improvement District No. 2; approving an amended and restated service and assessment plan; providing a severability clause; and providing an effective date.
- [16.](#) Consider and act on a replat of lots 1R and 2R, Block A Steeplechase South Addition, an 8.05 acre tract being all of Lot 1, Block A of Steeplechase South Addition situated in the M.E.P. & P.R.R. Company Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas.

- [17.](#) Reconvene a public hearing continued from January 27, 2020 on a request from CTMGT Turbeville LLC. to modify the zoning designation of PD – Planned Development on a 6.72 acre portion of an 8.0454 acre tract of land legally described as Steeplechase South Addition, Block A, Lot 1, and consider and act on an ordinance adopting the same. The property is located in the 1900 Block of Turbeville Road.
- [18.](#) Discussion regarding alternatives to constructing a gateway monument.
- [19.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Half Associates, Inc. for the Gateway Monument Design project.
- [20.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to accept a voluntary petition for annexation of 24.31 acres of real property located in the H.H. Swisher Survey, Abstract No. 1220, Denton County, Texas.
- [21.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, setting a date, time and place for a public hearing on the proposed annexation of a 24.31 acres of certain property located in the H.H. Swisher Survey, Abstract No. 1220, Denton County, Texas by the Town of Hickory Creek, Texas and authorizing and directing the Mayor to publish notice of said public hearing.
- [22.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Town Administrator of the Town of Hickory Creek, Texas to execute a contract between the Town of Hickory Creek, Texas and the Texas Commission on Environmental Quality.
- [23.](#) Consider and act on approval of the Hickory Creek Police Department Annual Racial Profiling Report for 2019.
- [24.](#) Consider and act on determining the vendor for HVAC system replacement as described in RFP# 2020-1.
- [25.](#) Consider and act on nomination of the 2019 Hickory Creek Business of the Year.
- [26.](#) Consider and act on nomination of the 2019 Hickory Creek Citizen of the Year.
- [27.](#) Consider and act on nomination of the 2019 Hickory Creek Scholars of the Year.
- [28.](#) Consider and act on nomination of the 2019 Hickory Creek Sportsman and Sportswoman of the Year.
- [29.](#) Discussion regarding town council goals for 2019-2020 to include infrastructure projects, implementing the master park plan, broadband solutions, Sycamore Bend Road, community events and employee recognition.

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 21, 2020 at 9:30 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

Item Attachment Documents:

2. January 2020 Council Meeting Minutes

**REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, JANUARY 27, 2020**

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
Councilmember Tracee Elrod
Councilmember Richard DuPree
Councilmember Chris Gordon
Councilmember Ian Theodore

The following member was absent:

Mayor Pro Tem Paul Kenney

Also in attendance:

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

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

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

Invocation

Councilmember Theodore gave the invocation.

Presentation of Awards

1. Kevin Ricer

Kevin Ricer was not in attendance.

Proclamations

2. Town of Hickory Creek, Texas a Purple Heart Town

Mayor Clark proclaimed the Town of Hickory Creek, Texas a Purple Heart Town. Sr. Vice Commander Gus Wittschack accepted the proclamation on behalf of the Military Order of the Purple Heart.

Town of Hickory Creek

January 27, 2020

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Items of Community Interest

The Parks, Recreation and Open Space Master Plan Steering committee will meet on Wednesday, January 29, 2020 at 6:30 p.m.

Public Comment

Nancy True, 12 Tanglewood Drive, stated she has concerns regarding utilizing cell towers in the parks and neighborhoods as a broadband solution. Assumption that these expanding technologies are harmless is so prevalent, most people do not consider the health concerns. She did as well, until a near-death episode in 2013, when she discovered the health challenges that accompany exposure. Contributing to her recovery has been avoidance of big tech toxicity which is what attracted her to Hickory Creek when she purchased her home in August 2019. She provided “Physicians for Safe Technology, Cell Tower Health Effects,” for the council to review and urged the council to not allow cell towers to be constructed in Hickory Creek. There are other broadband solutions that are fantastic.

Consent Agenda

3. November 2019 Council Meeting Minutes
4. November 2019 Financial Statements
5. December 2019 Financial Statements
6. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas ordering an election to be held on May 2, 2020 for the purpose of electing a Mayor and Town Council Members to Place 2 and Place 4.
7. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 12: Traffic and Vehicles: Article 12:06 Motorized Carts.
8. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 3: Building Regulations, Article 3.11: Solar Panel Standards.
9. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending the Town's Code of Ordinances, Chapter 3: Building Regulations, Article 3.07: Floods and Drainage.
10. Consider and act on a resolution of the Town Council of Hickory Creek, Texas, hereby amending the Master Application and Fee Schedule.
11. Consider and act on a resolution of the Town of Hickory Creek, Texas authorizing the issuance of a water well drilling permit for 199 Country Lane, Hickory Creek, Texas.

Town of Hickory Creek

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12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute a Memorandum of Understanding by and between the Town of Hickory Creek, Texas and McCreary, Veselka, Bragg and Allen, P.C.
13. Consider and act on Change Order No. 2 for the 2019 Sidewalk Improvements project.

Motion made by Councilmember DuPree to approve Item 3 -13 as presented, Seconded by Councilmember Gordon.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

Regular Agenda

14. Presentation of the 2018-2019 Fiscal Year Audit from Carl Deaton of Hankins, Eastup, Deaton, Tonn & Seay.

Carl Deaton of Hankins, Eastup, Deaton, Tonn & Seay presented the audited financial statements for the fiscal year ending September 30, 2019. The assets and deferred outflows of resources of the Town of Hickory Creek exceeded its liabilities at September 30, 2019 by \$14,485,676. Of this amount \$2,616,936 may be used to meet the government's ongoing obligations to citizens and creditors. As of September 30, 2019, the Town of Hickory Creek's governmental funds reported combined ending fund balance of \$4,970,069, a decrease of \$91,612 in comparison with the beginning of the period. Approximately 61 percent of this total amount, \$3,037,645 is available for spending at the government's discretion. At the end of the current period, unassigned fund balance for the general fund was \$3,037,645 or 75.42 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 \$1,574,053. The Public Improvement District No. 1 total fund balance was \$304,147. The Public Improvement District No. 2 total fund balance was \$415,057. Hickory Farms Public Improvement District total fund balance was \$3,730,120.00.

15. Presentation regarding the United States Census 2020 from Tenishea Turner.

Tenishea Turner, U.S. Census Bureau Partnership Specialist, provided an overview to the town council of the importance of the 2020 Census.

16. Presentation from Dunaway Associates regarding a Comprehensive Plan Update.

Elizabeth McIlrath, Dunaway Associates Park Planner, introduced Jennifer Reiner, Project Manager and Barry Hudson, Planning Manager with Dunaway Associates and Andrea Thomas with National Service Research. An overview of the process in updating the comprehensive plan was provided and questions from the town council were answered.

Town of Hickory Creek

January 27, 2020

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17. Presentation regarding the Lake Cities Fire Department from Chief Michael Ross.

Chief Michael Ross provided an overview of the process, key findings and recommendations regarding the Operational and Administrative Analysis prepared by the Center for Public Safety Management for the Lake Cities Fire Department.

18. Consider and act on a resolution of the Town of Hickory Creek, Texas approving the Hickory Creek Public Improvement District No. 2 2020 Amended Service and Assessment Plan, including proposed reallocation of the assessment roll; directing the filing of the proposed reallocation of the assessment roll with the town secretary; calling a public hearing to consider an ordinance reallocating assessments on the public improvement district.

Kyle Sikorski, P3 Works, provided an overview to the council regarding the reallocation of assessments related to Hickory Creek Public Improvement District No. 2.

Motion made by Councilmember Gordon to approve the Hickory Creek Public Improvement 2020 Amended Service and Assessment Plan, including proposed reallocation of the assessment roll; directing the filing of the proposed reallocation of the assessment roll with the town secretary; calling a public hearing for February 24, 2020 at 6:00 p.m. to consider an ordinance reallocating assessments on the public improvement district, Seconded by Councilmember Theodore.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

19. Consider and act on a replat of lots 1R and 2R, Block A Steeplechase South Addition, an 8.05 acre tract being all of Lot 1, Block A of Steeplechase South Addition situated in the M.E.P. & P.R.R. Company Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas.

Motion made by Councilmember Theodore to table Item 19, Seconded by Councilmember DuPree.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

20. Reconvene a public hearing continued from November 25, 2019 on a request from CTMGT Turbeville LLC. to modify the zoning designation of PD – Planned Development on a 6.72 acre portion of an 8.0454 acre tract of land legally described as Steeplechase South Addition, Block A, Lot 1, and consider and act on an ordinance adopting the same. The property is located in the 1900 Block of Turbeville Road.

Mayor Clark called the public hearing to order at 7:37 p.m.

Motion made by Councilmember Theodore to continue the public hearing until the next council meeting, Seconded by Councilmember Gordon.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

Town of Hickory Creek

January 27, 2020

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21. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute a Memorandum of Understanding by and between the Town of Hickory Creek, Texas and the Cross Timbers Equestrian Trail Association and the U.S. Army Corps of Engineers, Fort Worth District.

Motion made by Councilmember Elrod to table Item 21. Seconded by Councilmember DuPree.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

22. Discussion regarding the 2019 Hickory Creek Business of the Year.

The following were nominated for 2019 Hickory Creek Business of the Year: Clean & Green Car Wash, Elm Fork, IHop, Pho Luv, RaceTrac, Starbucks and The Olana.

23. Discussion regarding the 2019 Hickory Creek Citizen of the Year.

The following were nominated for 2019 Hickory Creek Citizen of the Year: Linda Cawley, Martha Rann and Lisa Rowell.

24. Discussion regarding town council goals for 2019-2020 to include infrastructure projects, broadband solutions, Sycamore Bend Road, community events and employee recognition.

The Town Council discussed goals for 2019-2020 including infrastructure projects, broadband solutions, Sycamore Bend Road, community events and employee recognition.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 7:53 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.

25. Fire Services

Section 551.072

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

26. Sycamore Bend DCAD Property ID 62195; 62311; 62329 and 155074.

27. Parkridge at F.M.2181 DCAD Property ID 731514

Section 551.087

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

28. Project Eagle

Reconvene into Open Session

The Town Council reconvened into open session at 9:45 p.m.

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

No action taken.

Adjournment

Motion made by Councilmember Elrod to adjourn the meeting, Seconded by Councilmember Theodore.

Voting Yea: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Theodore. Motion passed unanimously.

The meeting did then stand adjourned at 9:46 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

Item Attachment Documents:

3. January 2020 Financial Statements

Town of Hickory Creek
Balance Sheet
As of January 31, 2020

	<u>Jan 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	19,083.79
BOA - Drug Forfeiture	1,949.71
BOA - Drug Seizure	1,352.97
BOA - General Fund	560,539.65
BOA - Parks and Recreation	204,027.91
BOA - Payroll	260.00
BOA - Police State Training	5,180.50
Logic Animal Shelter Facility	9,518.90
Logic Harbor Ln-Sycamore Bend	3,318.88
Logic Investment Fund	4,945,666.04
Logic Street & Road Improvement	162,960.24
Logic Turbeville Road	213,534.64
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Total Checking/Savings	6,127,393.23
Accounts Receivable	
Municipal Court Payments	4,150.67
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Total Accounts Receivable	4,150.67
	<hr/>
Total Current Assets	6,131,543.90
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TOTAL ASSETS	6,131,543.90
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LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
January 2020

	<u>Jan 20</u>
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	342,895.62
4004 M&O Penalties & Interest	12.76
4006 Delinquent M&O	138.70
4008 I&S Debt Service	227,562.49
4010 I&S Penalties & Interest	-5.69
4012 Delinquent I&S	97.38
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Total Ad Valorem Tax Revenue	570,701.26
Building Department Revenue	
4102 Building Permits	77,109.95
4106 Contractor Registration	450.00
4108 Preliminary/Final Plat	3,150.00
4124 Sign Permits	155.00
4132 Alarm Permit Fees	250.00
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Total Building Department Revenue	81,114.95
Interest Revenue	
4302 Animal Shelter Interest	15.42
4308 Drug Forfeiture Interest	0.08
4310 Drug Seizure Interest	0.05
4314 Logic Investment Interest	7,293.75
4320 Logic Street/Road Improv.	253.46
4322 Logic Turbeville Road	325.49
4326 PD State Training Interest	0.21
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Total Interest Revenue	7,888.46
Miscellaneous Revenue	
4502 Animal Adoption & Impound	420.00
4508 Annual Park Passes	2,705.20
4510 Arrowhead Park Fees	1,214.00
4530 Other Receivables	27,849.34
4536 Point Vista Park Fees	292.00
4550 Sycamore Bend Fees	1,590.00
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Total Miscellaneous Revenue	34,070.54
Municipal Court Revenue	
4602 Building Security Fund	1,166.40
4604 Citations	45,923.31
4606 Court Technology Fund	1,319.49
4608 Jury Fund	9.30
4610 Truancy Fund	465.12
4612 State Court Costs	27,286.77
4614 Child Safety Fee	42.19
	<hr/>
Total Municipal Court Revenue	76,212.58
Sales Tax Revenue	
4702 Sales Tax General Fund	109,701.26

Town of Hickory Creek
Profit & Loss
January 2020

	<u>Jan 20</u>
4706 Sales Tax 4B Corporation	36,567.09
4708 Sales Tax Mixed Beverage	2,188.58
Total Sales Tax Revenue	<u>148,456.93</u>
Total Income	<u>918,444.72</u>
Gross Profit	918,444.72
Expense	
Capital Outlay	
5010 Street Maintenance	355.98
5012 Streets & Road Improvement	46,370.48
5024 Public Safety Improvements	12,588.00
5028 Turbeville/Point Vista	-337,073.56
Total Capital Outlay	<u>-277,759.10</u>
Debt Service	
5110 2015 Refunding Bond Series	57,700.00
5112 2015 C.O. Series	60,400.00
Total Debt Service	118,100.00
General Government	
5206 Computer Hardware/Software	84.21
5208 Copier Rental	267.38
5212 EDC Tax Payment	36,567.09
5216 Volunteer/Staff Events	90.58
5218 General Communications	6,639.66
5222 Office Supplies & Equip.	350.50
5224 Postage	869.81
5228 Town Council/Board Expense	685.83
5230 Training & Education	200.00
Total General Government	<u>45,755.06</u>
Municipal Court	
5312 Court Technology	327.20
5318 Merchant Fees/Credit Cards	-1.20
5324 State Court Costs	77,288.77
5326 Training & Education	350.00
5332 Warrants Collected	-1,141.58
Total Municipal Court	<u>76,823.19</u>
Parks and Recreation	
5408 Tanglewood Park	44.32
Total Parks and Recreation	44.32
Parks Corps of Engineer	
5432 Arrowhead	1,197.65
5434 Harbor Grove	25.61
5436 Point Vista	1,187.88
5438 Sycamore Bend	1,846.95

Town of Hickory Creek
Profit & Loss
January 2020

	<u>Jan 20</u>
Total Parks Corps of Engineer	4,258.09
Personnel	
5502 Administration Wages	23,213.79
5504 Municipal Court Wages	8,366.25
5506 Police Wages	56,412.57
5507 Police Overtime Wages	1,421.50
5508 Public Works Wages	14,711.99
5509 Public Works Overtime Wage	0.00
5510 Health Insurance	15,985.57
5514 Payroll Expense	1,555.51
5516 Employment Exams	488.50
5520 Unemployment (TWC)	1.68
Total Personnel	<u>122,157.36</u>
Police Department	
5602 Auto Gas & Oil	2,128.20
5606 Auto Maintenance & Repair	1,242.20
5612 Computer Hardware/Software	29,081.50
5614 Crime Lab Analysis	195.00
5618 Dues & Memberships	55.00
5626 Office Supplies/Equipment	299.82
5630 Personnel Equipment	2,206.66
5636 Uniforms	1,363.06
5640 Training & Education	568.80
5648 K9 Unit	427.00
Total Police Department	<u>37,567.24</u>
Public Works Department	
5708 Animal Control Vet Fees	1,257.08
5710 Auto Gas & Oil	1,248.07
5714 Auto Maintenance/Repair	724.15
5716 Beautification	119.95
5718 Computer Hardware/Software	595.00
5728 Equipment Supplies	272.18
5734 Radios	420.01
5738 Training	235.00
5742 Uniforms	81.96
Total Public Works Department	<u>4,953.40</u>
Services	
5804 Attorney Fees	1,598.10
5812 Document Management	80.41
5814 Engineering	2,845.72
5818 Inspections	13,944.00
5822 Legal Notices/Advertising	24.80
5824 Library Services	50.00
5826 Municipal Judge	1,020.00
Total Services	<u>19,563.03</u>
Special Events	

Town of Hickory Creek
Profit & Loss
January 2020

	<u>Jan 20</u>
6008 Tree Lighting	295.00
Total Special Events	295.00
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	3,588.65
5904 Electric	1,761.26
5906 Gas	271.49
5908 Street Lighting	3,149.26
5912 Water	724.81
Total Utilities & Maintenance	9,495.47
Total Expense	161,253.06
Net Ordinary Income	757,191.66
Net Income	<u><u>757,191.66</u></u>

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2019 through January 2020

	Oct '19 - Jan 20	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	1,079,618.32	1,217,088.00	88.7%
4004 M&O Penalties & Interest	362.33	5,000.00	7.2%
4006 Delinquent M&O	1,416.09	3,500.00	40.5%
4008 I&S Debt Service	716,554.42	807,829.00	88.7%
4010 I&S Penalties & Interest	182.49	3,000.00	6.1%
4012 Delinquent I&S	994.35	2,500.00	39.8%
Total Ad Valorem Tax Revenue	1,799,128.00	2,038,917.00	88.2%
Building Department Revenue			
4102 Building Permits	249,599.38	275,000.00	90.8%
4104 Certificate of Occupancy	100.00	2,000.00	5.0%
4106 Contractor Registration	2,100.00	5,000.00	42.0%
4108 Preliminary/Final Plat	4,512.25	0.00	100.0%
4110 Prelim/Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	8,740.00	10,000.00	87.4%
4122 Septic Permits	0.00	0.00	0.0%
4124 Sign Permits	410.00	3,000.00	13.7%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	0.00	500.00	0.0%
4130 Vendor Fee	0.00	75.00	0.0%
4132 Alarm Permit Fees	550.00	800.00	68.8%
Total Building Department Revenue	266,011.63	296,575.00	89.7%
Franchise Fee Revenue			
4202 Atmos Energy	0.00	42,000.00	0.0%
4204 Charter Communications	9,695.31	42,500.00	22.8%
4206 CenturyLink	544.27	2,000.00	27.2%
4208 CoServ	1,497.95	4,200.00	35.7%
4210 Oncor Electric	137,415.87	148,000.00	92.8%
4212 Republic Services	10,947.63	44,000.00	24.9%
Total Franchise Fee Revenue	160,101.03	282,700.00	56.6%
Interest Revenue			
4302 Animal Shelter Interest	63.82	0.00	100.0%
4308 Drug Forfeiture Interest	0.32	0.00	100.0%
4310 Drug Seizure Interest	0.23	0.00	100.0%
4314 Logic Investment Interest	24,557.64	35,000.00	70.2%
4320 Logic Street/Road Improv.	1,038.07	5,000.00	20.8%
4322 Logic Turbeville Road	1,346.90	0.00	100.0%
4326 PD State Training Interest	0.86	0.00	100.0%
4328 Logic Harbor/Sycamore Bend	10.75	0.00	100.0%
Total Interest Revenue	27,018.59	40,000.00	67.5%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	34,000.00	0.0%
Total Interlocal Revenue	0.00	34,000.00	0.0%
Miscellaneous Revenue			
4502 Animal Adoption & Impound	4,940.00	9,500.00	52.0%
4506 Animal Shelter Donations	359.00	1,000.00	35.9%
4508 Annual Park Passes	3,860.70	20,000.00	19.3%
4510 Arrowhead Park Fees	5,521.00	18,000.00	30.7%
4512 Beer & Wine Permit	0.00	150.00	0.0%
4516 Corp Parks Fund Reserve	0.00	184,000.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2019 through January 2020

	Oct '19 - Jan 20	Budget	% of Budget
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	487,548.00	0.0%
4526 Mineral Rights	0.00	0.00	0.0%
4528 NSF Fees	0.00	25.00	0.0%
4530 Other Receivables	28,851.59	12,100.00	238.4%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	1,306.00	5,000.00	26.1%
4546 Street Bond Proceeds	0.00	0.00	0.0%
4550 Sycamore Bend Fees	5,273.00	15,000.00	35.2%
4554 Building Security Fund Res	0.00	30,000.00	0.0%
4556 Court Tech Fund Reserve	0.00	0.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
Total Miscellaneous Revenue	50,111.29	828,101.00	6.1%
Municipal Court Revenue			
4602 Building Security Fund	3,958.64	10,800.00	36.7%
4604 Citations	169,803.19	675,000.00	25.2%
4606 Court Technology Fund	5,042.50	14,150.00	35.6%
4612 State Court Costs	100,834.65	242,150.00	41.6%
4614 Child Safety Fee	495.26	1,000.00	49.5%
Total Municipal Court Revenue	280,608.66	943,100.00	29.8%
Sales Tax Revenue			
4702 Sales Tax General Fund	452,770.20	1,237,500.00	36.6%
4706 Sales Tax 4B Corporation	150,923.40	412,500.00	36.6%
4708 Sales Tax Mixed Beverage	2,780.78	500.00	556.2%
Total Sales Tax Revenue	606,474.38	1,650,500.00	36.7%
Total Income	3,189,453.58	6,113,893.00	52.2%
Gross Profit	3,189,453.58	6,113,893.00	52.2%
Expense			
Capital Outlay			
5010 Street Maintenance	2,383.56	50,000.00	4.8%
5012 Streets & Road Improvement	290,611.87	220,000.00	132.1%
5022 Parks and Rec Improvements	13,832.50	125,000.00	11.1%
5024 Public Safety Improvements	6,294.00	200,000.00	3.1%
5026 Fleet Purchase/Replacement	3,913.50	5,000.00	78.3%
5028 Turbeville/Point Vista	-337,073.56	0.00	100.0%
Total Capital Outlay	-20,038.13	600,000.00	-3.3%
Debt Service			
5106 2012 Refunding Bond Series	0.00	267,408.00	0.0%
5110 2015 Refunding Bond Series	57,700.00	310,400.00	18.6%
5112 2015 C.O. Series	60,400.00	275,800.00	21.9%
Total Debt Service	118,100.00	853,608.00	13.8%
General Government			
5202 Bank Service Charges	36.00	50.00	72.0%
5204 Books & Subscriptions	106.25	400.00	26.6%
5206 Computer Hardware/Software	9,186.02	15,000.00	61.2%
5208 Copier Rental	1,330.30	3,500.00	38.0%
5210 Dues & Memberships	386.91	2,500.00	15.5%
5212 EDC Tax Payment	150,923.40	412,500.00	36.6%

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2019 through January 2020

	Oct '19 - Jan 20	Budget	% of Budget
5214 Election Expenses	0.00	10,000.00	0.0%
5216 Volunteer/Staff Events	3,495.18	8,000.00	43.7%
5218 General Communications	6,639.66	22,000.00	30.2%
5222 Office Supplies & Equip.	1,017.01	2,500.00	40.7%
5224 Postage	1,792.95	4,000.00	44.8%
5226 Community Cause	524.92	6,200.00	8.5%
5228 Town Council/Board Expense	3,475.04	5,500.00	63.2%
5230 Training & Education	200.00	2,500.00	8.0%
5232 Travel Expense	680.06	2,000.00	34.0%
5234 Staff Uniforms	1,278.12	1,000.00	127.8%
Total General Government	181,071.82	497,650.00	36.4%
Municipal Court			
5302 Books & Subscriptions	73.75	75.00	98.3%
5304 Building Security	0.00	40,800.00	0.0%
5312 Court Technology	3,613.66	14,150.00	25.5%
5314 Dues & Memberships	55.00	200.00	27.5%
5318 Merchant Fees/Credit Cards	-812.86	0.00	100.0%
5322 Office Supplies/Equipment	224.29	1,800.00	12.5%
5324 State Court Costs	155,318.91	242,150.00	64.1%
5326 Training & Education	350.00	500.00	70.0%
5328 Travel Expense	0.00	500.00	0.0%
5332 Warrants Collected	-3,314.67	0.00	100.0%
Total Municipal Court	155,508.08	300,175.00	51.8%
Parks and Recreation			
5402 Events	79.42	5,000.00	1.6%
5408 Tanglewood Park	176.86	2,500.00	7.1%
5412 KHCB	0.00	1,000.00	0.0%
5414 Tree City USA	1,019.80	1,500.00	68.0%
5416 Town Hall Park	0.00	500.00	0.0%
Total Parks and Recreation	1,276.08	10,500.00	12.2%
Parks Corps of Engineer			
5432 Arrowhead	2,948.55	60,000.00	4.9%
5434 Harbor Grove	106.19	69,000.00	0.2%
5436 Point Vista	2,687.47	11,000.00	24.4%
5438 Sycamore Bend	3,583.68	102,000.00	3.5%
Total Parks Corps of Engineer	9,325.89	242,000.00	3.9%
Personnel			
5502 Administration Wages	103,820.10	299,100.00	34.7%
5504 Municipal Court Wages	37,867.07	116,800.00	32.4%
5506 Police Wages	241,953.58	759,650.00	31.9%
5507 Police Overtime Wages	5,576.13	8,000.00	69.7%
5508 Public Works Wages	65,258.87	195,950.00	33.3%
5509 Public Works Overtime Wage	700.93	1,600.00	43.8%
5510 Health Insurance	67,507.34	206,700.00	32.7%
5512 Longevity	10,681.00	10,681.00	100.0%
5514 Payroll Expense	6,980.33	18,000.00	38.8%
5516 Employment Exams	990.00	2,500.00	39.6%
5518 Retirement (TMRS)	43,414.97	168,000.00	25.8%
5520 Unemployment (TWC)	33.21	2,000.00	1.7%
5522 Workman's Compensation	24,583.30	26,650.00	92.2%
Total Personnel	609,366.83	1,815,631.00	33.6%
Police Department			

Budget vs. Actual Year to Date 33.32%

October 2019 through January 2020

	Oct '19 - Jan 20	Budget	% of Budget
5602 Auto Gas & Oil	8,722.16	28,500.00	30.6%
5606 Auto Maintenance & Repair	11,842.83	15,000.00	79.0%
5610 Books & Subscriptions	473.65	500.00	94.7%
5612 Computer Hardware/Software	56,292.00	67,600.00	83.3%
5614 Crime Lab Analysis	995.35	2,000.00	49.8%
5616 Drug Forfeiture	1,530.90	0.00	100.0%
5618 Dues & Memberships	85.00	400.00	21.3%
5626 Office Supplies/Equipment	1,001.59	1,500.00	66.8%
5630 Personnel Equipment	28,993.37	41,500.00	69.9%
5634 Travel Expense	1,114.93	2,500.00	44.6%
5636 Uniforms	2,292.35	12,000.00	19.1%
5640 Training & Education	2,258.80	15,000.00	15.1%
5644 Citizens on Patrol	0.00	1,000.00	0.0%
5646 Community Outreach	720.49	750.00	96.1%
5648 K9 Unit	544.76	3,500.00	15.6%
Total Police Department	116,868.18	191,750.00	60.9%
Public Works Department			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	0.00	600.00	0.0%
5706 Animal Control Supplies	378.69	1,500.00	25.2%
5708 Animal Control Vet Fees	2,991.65	7,500.00	39.9%
5710 Auto Gas & Oil	4,896.04	12,500.00	39.2%
5714 Auto Maintenance/Repair	3,030.86	10,000.00	30.3%
5716 Beautification	283.55	95,000.00	0.3%
5718 Computer Hardware/Software	845.00	750.00	112.7%
5720 Dues & Memberships	0.00	350.00	0.0%
5722 Equipment	40,787.00	45,000.00	90.6%
5724 Equipment Maintenance	463.72	8,000.00	5.8%
5726 Equipment Rental	3,551.44	500.00	710.3%
5728 Equipment Supplies	1,566.75	6,500.00	24.1%
5732 Office Supplies/Equipment	11.98	800.00	1.5%
5734 Radios	1,531.34	3,200.00	47.9%
5738 Training	235.00	800.00	29.4%
5740 Travel Expense	536.62	1,000.00	53.7%
5742 Uniforms	901.66	2,600.00	34.7%
5748 Landscaping Services	6,024.87	150,000.00	4.0%
Total Public Works Department	68,036.17	347,600.00	19.6%
Services			
5802 Appraisal District	3,091.60	11,500.00	26.9%
5804 Attorney Fees	8,401.85	72,000.00	11.7%
5806 Audit	0.00	13,500.00	0.0%
5808 Codification	0.00	2,000.00	0.0%
5812 Document Management	483.58	1,200.00	40.3%
5814 Engineering	11,361.93	135,000.00	8.4%
5816 General Insurance	34,680.24	35,400.00	98.0%
5818 Inspections	33,585.00	42,000.00	80.0%
5820 Fire Service	306,816.50	615,000.00	49.9%
5822 Legal Notices/Advertising	73.70	2,500.00	2.9%
5824 Library Services	150.75	1,000.00	15.1%
5826 Municipal Judge	5,100.00	12,700.00	40.2%
5828 Printing	30.48	1,800.00	1.7%
5830 Tax Collection	2,471.00	3,500.00	70.6%
5832 Computer Technical Support	36,700.00	36,700.00	100.0%
5838 DCCAC	-4,389.07	2,792.00	-157.2%
5840 Denton County Dispatch	0.00	29,387.00	0.0%
5844 Helping Hands	0.00	300.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
 October 2019 through January 2020

	Oct '19 - Jan 20	Budget	% of Budget
5846 Span Transit Services	0.00	0.00	0.0%
5848 DCFOF	0.00	200.00	0.0%
Total Services	438,557.56	1,018,479.00	43.1%
Special Events			
6004 Fourth of July Celebration	0.00	7,000.00	0.0%
6008 Tree Lighting	5,196.43	6,000.00	86.6%
Total Special Events	5,196.43	13,000.00	40.0%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	14,088.48	130,000.00	10.8%
5904 Electric	8,555.64	25,000.00	34.2%
5906 Gas	501.23	2,000.00	25.1%
5908 Street Lighting	12,282.15	30,000.00	40.9%
5910 Telephone	7,520.81	24,000.00	31.3%
5912 Water	2,966.46	12,500.00	23.7%
Total Utilities & Maintenance	45,914.77	223,500.00	20.5%
Total Expense	1,729,183.68	6,113,893.00	28.3%
Net Ordinary Income	1,460,269.90	0.00	100.0%
Net Income	1,460,269.90	0.00	100.0%

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02/18/20
Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
January 2020

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5012 Streets & Road Improvement				
Check	01/13/2020	3944	GRod Construction, LLC.	45,139.63
	Total 5012 Streets & Road Improvement			45,139.63
5024 Public Safety Improvements				
Bill	01/22/2020	Invoi...	K & K Systems, Inc.	12,588.00
	Total 5024 Public Safety Improvements			12,588.00
	Total Capital Outlay			57,727.63
Debt Service				
5110 2015 Refunding Bond Series				
Check	01/17/2020	Wire	US Bank	57,700.00
	Total 5110 2015 Refunding Bond Series			57,700.00
5112 2015 C.O. Series				
Check	01/17/2020	Wire	US Bank	60,400.00
	Total 5112 2015 C.O. Series			60,400.00
	Total Debt Service			118,100.00
General Government				
5212 EDC Tax Payment				
Check	01/14/2020	3945	Hickory Creek Economic Development	36,567.09
	Total 5212 EDC Tax Payment			36,567.09
5218 General Communications				
Bill	01/09/2020	Invoi...	Stoneglass Marketing	2,040.66
Bill	01/22/2020	Invoi...	CivicsPlus	4,599.00
	Total 5218 General Communications			6,639.66
	Total General Government			43,206.75
Municipal Court				
5324 State Court Costs				
Check	01/21/2020		State Comptroller	77,288.77
	Total 5324 State Court Costs			77,288.77
5332 Warrants Collected				
Bill	01/06/2020	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	1,832.44
	Total 5332 Warrants Collected			1,832.44
	Total Municipal Court			79,121.21
Police Department				
5602 Auto Gas & Oil				
Check	01/28/2020	Debit	WEX INC DESFLEET DEBI	2,128.20

Town of Hickory Creek
Expenditures over \$1,000.00
January 2020

Type	Date	Num	Name	Amount
			Total 5602 Auto Gas & Oil	2,128.20
			5612 Computer Hardware/Software	
Bill	01/09/2020	Invoi...	GTS Technology Solutions	28,442.52
			Total 5612 Computer Hardware/Software	28,442.52
			5630 Personnel Equipment	
Bill	01/03/2020	Invoi...	GT Distributors	1,359.27
			Total 5630 Personnel Equipment	1,359.27
			Total Police Department	31,929.99
			Public Works Department	
			5708 Animal Control Vet Fees	
Bill	01/09/2020	Invoi...	Corinth Veterinary Clinic	1,257.08
			Total 5708 Animal Control Vet Fees	1,257.08
			Total Public Works Department	1,257.08
			Services	
			5804 Attorney Fees	
Bill	01/03/2020	Acct...	Hayes, Berry, White & Vanzant	1,166.55
			Total 5804 Attorney Fees	1,166.55
			5814 Engineering	
Bill	01/22/2020	Invoi...	Halff Associates, Inc.	1,873.92
			Total 5814 Engineering	1,873.92
			5818 Inspections	
Bill	01/07/2020	Invoi...	Vaughn Inspections Plus, LLC	13,944.00
			Total 5818 Inspections	13,944.00
			5826 Municipal Judge	
Check	01/31/2020		Alfons Kyle Knapp	1,020.00
			Total 5826 Municipal Judge	1,020.00
			Total Services	18,004.47
			Utilities & Maintenance	
			5902 Bldg Maintenance/Supplies	
Bill	01/22/2020	Invoi...	B & G Chemical	1,058.40
Bill	01/08/2020	Bill 0...	Serna's Custom Irrigation	1,265.00
			Total 5902 Bldg Maintenance/Supplies	2,323.40
			5904 Electric	
Check	01/14/2020	Debit	HUDSON ENERGY SE DESDEBITDEBIT	1,761.26
			Total 5904 Electric	1,761.26
			5908 Street Lighting	

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02/18/20
Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
January 2020

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Check	01/14/2020	Debit	HUDSON ENERGY SE DESDEBITDEBIT	2,990.97
	Total 5908 Street Lighting			2,990.97
	Total Utilities & Maintenance			7,075.63
	Total Expense			356,422.76
	Net Ordinary Income			-356,422.76
Net Income				-356,422.76



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: 01/01/2020 - 01/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.7978%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 1/31/20 WAS 1.000174.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			9,504.39
01/31/2020	MONTHLY POSTING	9999888	14.51	9,518.90
	ENDING BALANCE			9,518.90

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	9,504.39
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	14.51
ENDING BALANCE	9,518.90
AVERAGE BALANCE	9,504.39

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	14.51





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: 01/01/2020 - 01/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.7978%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 1/31/20 WAS 1.000174.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,313.85
01/31/2020	MONTHLY POSTING	9999888	5.03	3,318.88
	ENDING BALANCE			3,318.88

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	3,313.85
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	5.03
ENDING BALANCE	3,318.88
AVERAGE BALANCE	3,313.85

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	5.03





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: 01/01/2020 - 01/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.7978%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 1/31/20 WAS 1.000174.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			4,533,761.06
01/15/2020	ACH DEPOSIT	6113359	600,000.00	5,133,761.06
01/17/2020	WIRE WITHDRAWAL	6113509	60,400.00 -	5,073,361.06
01/17/2020	WIRE WITHDRAWAL	6113510	57,700.00 -	5,015,661.06
01/21/2020	ACH WITHDRAWAL	6113508	77,288.77 -	4,938,372.29
01/31/2020	MONTHLY POSTING	9999888	7,293.75	4,945,666.04
	ENDING BALANCE			4,945,666.04

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	4,533,761.06
TOTAL DEPOSITS	600,000.00
TOTAL WITHDRAWALS	195,388.77
TOTAL INTEREST	7,293.75
ENDING BALANCE	4,945,666.04
AVERAGE BALANCE	4,778,223.11

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	600,000.00	195,388.77	7,293.75

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





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 01/01/2020 - 01/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.7978%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 1/31/20 WAS 1.000174.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			162,711.81
01/31/2020	MONTHLY POSTING	9999888	248.43	162,960.24
	ENDING BALANCE			162,960.24

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	162,711.81
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	248.43
ENDING BALANCE	162,960.24
AVERAGE BALANCE	162,711.81

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	0.00	248.43





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: 01/01/2020 - 01/31/2020

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 1.7978%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 40 DAYS AND THE NET ASSET VALUE FOR 1/31/20 WAS 1.000174.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			213,209.15
01/31/2020	MONTHLY POSTING	9999888	325.49	213,534.64
	ENDING BALANCE			213,534.64

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	213,209.15
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	325.49
ENDING BALANCE	213,534.64
AVERAGE BALANCE	213,209.15

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	325.49



Item Attachment Documents:

4. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek declaring unopposed candidates in the May 2, 2020 general town election.

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2020-02-_____**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK DECLARING UNOPPOSED CANDIDATES IN THE MAY 2, 2020 GENERAL TOWN ELECTION; PROVIDING FOR DECLARATION OF OFFICE; PROVIDING FOR CANCELLATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the general election for the Town of Hickory Creek, as set forth by the Texas Election Code, was called to be held on May 2, 2020 for the purpose of electing Town Council members to fill the following terms on the Town of Hickory Creek Town Council: Mayor, Place 2 and Place 4; each term being for a period of two years.; and

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

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

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

**SECTION 1
DECLARATION OF OFFICE**

The following candidates, who are unopposed in the May 2, 2020 general town election, are declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

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

**SECTION 2
CANCELLATION**

The May 2, 2020 General Town Election is canceled, and the Town Secretary is directed to cause a copy of this Ordinance to be posted on Election Day at each polling place that would have been used in the election.

SECTION 3
SEVERABILITY

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

SECTION 4
NECESSARY ACTIONS

The Mayor, Town Secretary and Town Attorney are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code in carrying out the cancellation of the May 2, 2020 election.

SECTION 5
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 24th day of February, 2020.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

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

Item Attachment Documents:

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0224-__**

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 24th day of February, 2020

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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



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

CESWF-CT

2 January 2020

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

Dear Chief Dunn,

Attached is Solicitation No. W9126G20Q0033 for the requirement of police services for the project, FY20 Contract for Increased Law Enforcement for that part of Lewisville Lake lying within Hickory Creek, Texas. Request you submit a price quote for performing the work and services outlined in the Performance Work Statement (PWS). Your quote shall be filled in on the Bid Sheet found in the Solicitation. The quote must be received on or before **12:00 P.M. CST, on Monday, 2 March 2020**. Please submit your quote via email to Matthew S. Dickson, matthew.s.dickson@usace.army.mil

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

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

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

Sincerely,

Matthew S. Dickson

Matthew S. Dickson
Contract Specialist

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER

PAGE 1 OF 29

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

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W9126G20Q0033	6. SOLICITATION ISSUE DATE
-----------------	-------------------------	-----------------	---	----------------------------

7. FOR SOLICITATION INFORMATION CALL:	a. NAME MATTHEW S DICKSON	b. TELEPHONE NUMBER (No Collect Calls) 817 886 1110	8. OFFER DUE DATE/LOCAL TIME
---------------------------------------	------------------------------	--	------------------------------

9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH TX 76102-0300 TEL: FAX: (817) 886-6403	CODE W9126G	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB 8(A) NAICS: 922120 SIZE STANDARD:
---	----------------	---	--

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE SCHEDULE	CODE
---	------	--	------

17a. CONTRACTOR/OFFEROR TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY SEE SCHEDULE	CODE
--	------	---------------	---	------

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
--	---

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

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
---------------------------------------	---

<input 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 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
--	--

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
--------------------------------------	--

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

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

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

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

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

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

33. SHIP NUMBER <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

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Hickory Creek Police Department Lewisville Lake 2020

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

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

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

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from 01 May, 2020 through 13 September 2020, for a total of 496 patrol hours, further specified in Appendices A,B, and C to this PWS. Effective start date is 01 May 2020 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed, whichever is later.** Patrols will be conducted on Fridays, Saturdays and Sundays, as well as when a Federal holidays (see Appendices A,B and C)

1.4 General Information

1.4.1 Quality Control (Not applicable)

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

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

1.4.4 Hours of Operation: [Not applicable]

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

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

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

1.4.7.1 AT Level 1 Training. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level 1 awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected employee and subcontractor employee, to the COR or to the contracting officers (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level 1 awareness training is available at the following website: <http://jko.jten.mil/courses/at1/launch.html>; or it can be provided by the RA ATO in presentation form which will be documented via memorandum.

1.4.7.2 General Protection/Security Policy and Procedures:

1.4.7.2.1 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.

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

1.4.7.3 Key Control: Government keys provided to the contractor will be issued and controlled in accordance with IAW AR 190-51. The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be provided

in writing to the Lake Security Officer. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys to the Contracting Officer.

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

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

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

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

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

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

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

1.4.14 Contractor Travel (Not applicable):

1.4.15 Data Rights (Not applicable)

1.4.16 Organizational Conflict of Interest: (Not applicable)

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

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

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

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

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

2.0 MISCELLANEOUS PROVISIONS:

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

TECHNICAL EXHIBIT 1

Performance Requirements Summary

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

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

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

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

PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE
2020

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

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

Contract begins on 01 May, 2020 with patrols made on consecutive weekends, (Fridays, Saturdays and Sundays) through September 13th, to complete the agreement. Only select Federal Holidays as noted will be included in this agreement.

PERFORMANCE WORK STATEMENT

APPENDIX B

2020

HOURS BY MONTH

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

May: 8 hrs x 16 = 128
(includes Memorial Day)

June: 8 hrs x 12 = 96

July: 8 hrs x 13 = 104
(includes Independence Day)

August 8 hrs x 14 = 112

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

Total Hours = 496

PERFORMANCE WORK STATEMENT

APPENDIX C

2020

SCHEDULE OF DAYS WORKED BY MONTH

62 Days total

MAY: 1-3, 8-10, 15-17, 22-25(includes Memorial Day), 29-31 = 16 days

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

JULY: 3-5(includes Independence Day), 10-12, 17-19, 24-26, 31= 13 days

AUGUST: 1-2, 7-9, 14-16, 21-23, 28-30 = 14 days

SEPTEMBER: 4-7 (includes Labor Day), 11-13= 7 days

Section SF 1449 - CONTINUATION SHEET

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-MAY-2020 TO 30-SEP-2020	N/A	N/A FOB: Destination	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	Funded Amt:	
	FY20 Increased Law Enforcement FY20 Contract for Increased Law Enforcement (CILE) at for that part of Lewisville Lake lying within Hickory Creek, TX for the purposes of enforcement of State and local criminal and civil laws. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement.				NAICS CD: 922120 , FSC CD: R499

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014

52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	OCT 2018
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2018)

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 (u) of this provision.

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

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

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

“Sensitive technology”--

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

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

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code 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 (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

—

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

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

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

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

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

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

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

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

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

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

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

report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
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(List as necessary)

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

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

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

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

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

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

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

Other Foreign End Products:

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

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

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

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

Other End Products:

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

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

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

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

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

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

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had

no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

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

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

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

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

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

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

(2) () Outside the United States.

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

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

(2) () Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

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

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

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

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

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

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other -----.

(5) Common parent.

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

() Name and TIN of common parent:

Name - ____ .

TIN - ____ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: ____

Immediate owner legal name: ____

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

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

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

Highest level owner CAGE code: ____

Highest level owner legal name: ____

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ___ .

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

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

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

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

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

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

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

___ .

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

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

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse

related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2019)

(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 items:

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

xx (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

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

____ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

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

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (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 (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Aug 2018) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2019) (E.O. 13126).

XX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XX (28)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

___ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).

___ (ii) Alternate I (July 2014) of 52.222-35.

XX (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

___ (ii) Alternate I (July 2014) of 52.222-36.

___ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XX (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).

___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35)(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.)

___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

- _____ (ii) Alternate I (OCT 2015) of 52.223-13.
- _____ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- _____ (ii) Alternate I (Jun 2014) of 52.223-14.
- _____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- _____ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- _____ (ii) Alternate I (Jun 2014) of 52.223-16.
- _____ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- _____ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- _____ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- XX** (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- _____ (ii) Alternate I (JAN 2017) of 52.224-3.
- _____ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- _____ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- _____ (ii) Alternate I (May 2014) of 52.225-3.
- _____ (iii) Alternate II (May 2014) of 52.225-3.
- _____ (iv) Alternate III (May 2014) of 52.225-3.
- _____ (48) 52.225-5, Trade Agreements (Oct 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX** (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- _____ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- _____ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)
- _____ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- _____ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- _____ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

____ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

____ (iii) Alternate II (Feb 2006) 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 items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

XX (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

XX (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 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).

____ (5) 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).

____ (6) 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).

____ (7) 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).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (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, 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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xii) 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.

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

(xiv) ____ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

- ____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 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.)
- (xvi) 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)
- (xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code **922120**- assigned to contract number **TBD**.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the

provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage	Fringe Benefits
Police Officer	\$30.01	\$4.22

(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)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5227
Daniel W. Simms	Division of	Revision No.: 9
Director	Wage Determinations	Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.60
01012 - Accounting Clerk II		18.64
01013 - Accounting Clerk III		20.84
01020 - Administrative Assistant		29.11
01035 - Court Reporter		18.67
01041 - Customer Service Representative I		13.64
01042 - Customer Service Representative II		15.33
01043 - Customer Service Representative III		16.73
01051 - Data Entry Operator I		13.54
01052 - Data Entry Operator II		14.77
01060 - Dispatcher Motor Vehicle		21.36
01070 - Document Preparation Clerk		15.62
01090 - Duplicating Machine Operator		15.62
01111 - General Clerk I		13.45
01112 - General Clerk II		14.68
01113 - General Clerk III		16.47
01120 - Housing Referral Assistant		21.60
01141 - Messenger Courier		14.29
01191 - Order Clerk I		16.47
01192 - Order Clerk II		17.96
01261 - Personnel Assistant (Employment) I		16.75
01262 - Personnel Assistant (Employment) II		18.73
01263 - Personnel Assistant (Employment) III		20.88
01270 - Production Control Clerk		22.98
01290 - Rental Clerk		15.30
01300 - Scheduler Maintenance		17.32
01311 - Secretary I		17.32
01312 - Secretary II		19.38

01313	- Secretary III	21.60
01320	- Service Order Dispatcher	17.47
01410	- Supply Technician	29.11
01420	- Survey Worker	17.29
01460	- Switchboard Operator/Receptionist	13.60
01531	- Travel Clerk I	15.19
01532	- Travel Clerk II	16.37
01533	- Travel Clerk III	17.52
01611	- Word Processor I	14.86
01612	- Word Processor II	16.67
01613	- Word Processor III	18.66
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer Fiberglass	22.70
05010	- Automotive Electrician	23.04
05040	- Automotive Glass Installer	20.93
05070	- Automotive Worker	22.02
05110	- Mobile Equipment Servicer	18.52
05130	- Motor Equipment Metal Mechanic	22.16
05160	- Motor Equipment Metal Worker	20.93
05190	- Motor Vehicle Mechanic	22.99
05220	- Motor Vehicle Mechanic Helper	17.27
05250	- Motor Vehicle Upholstery Worker	19.82
05280	- Motor Vehicle Wrecker	20.93
05310	- Painter Automotive	24.22
05340	- Radiator Repair Specialist	20.93
05370	- Tire Repairer	13.78
05400	- Transmission Repair Specialist	22.16
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.15
07041	- Cook I	12.51
07042	- Cook II	14.36
07070	- Dishwasher	10.05
07130	- Food Service Worker	10.80
07210	- Meat Cutter	13.34
07260	- Waiter/Waitress	10.03
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.85
09040	- Furniture Handler	10.24
09080	- Furniture Refinisher	15.32
09090	- Furniture Refinisher Helper	12.02
09110	- Furniture Repairer Minor	13.78
09130	- Upholsterer	16.53
11000	- General Services And Support Occupations	
11030	- Cleaner Vehicles	11.11
11060	- Elevator Operator	11.11
11090	- Gardener	17.82
11122	- Housekeeping Aide	11.63
11150	- Janitor	11.63
11210	- Laborer Grounds Maintenance	13.26
11240	- Maid or Houseman	10.63
11260	- Pruner	11.72
11270	- Tractor Operator	16.30
11330	- Trail Maintenance Worker	13.26
11360	- Window Cleaner	13.16
12000	- Health Occupations	
12010	- Ambulance Driver	20.65
12011	- Breath Alcohol Technician	20.99
12012	- Certified Occupational Therapist Assistant	35.61
12015	- Certified Physical Therapist Assistant	35.12
12020	- Dental Assistant	19.08
12025	- Dental Hygienist	38.30
12030	- EKG Technician	30.40
12035	- Electroneurodiagnostic Technologist	30.40

12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	18.75
12072 - Licensed Practical Nurse II	20.99
12073 - Licensed Practical Nurse III	23.39
12100 - Medical Assistant	16.14
12130 - Medical Laboratory Technician	23.25
12160 - Medical Record Clerk	18.40
12190 - Medical Record Technician	20.58
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	38.80
12221 - Nursing Assistant I	12.72
12222 - Nursing Assistant II	14.30
12223 - Nursing Assistant III	15.60
12224 - Nursing Assistant IV	17.51
12235 - Optical Dispenser	18.59
12236 - Optical Technician	16.06
12250 - Pharmacy Technician	15.72
12280 - Phlebotomist	16.07
12305 - Radiologic Technologist	28.90
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	26.00
12320 - Substance Abuse Treatment Counselor	21.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	16.29
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	16.50
13072 - Photographer II	18.46
13073 - Photographer III	22.87
13074 - Photographer IV	27.97
13075 - Photographer V	33.85
13090 - Technical Order Library Clerk	16.77
13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.67
14042 - Computer Operator II	18.64
14043 - Computer Operator III	20.79
14044 - Computer Operator IV	24.67
14045 - Computer Operator V	27.31
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	16.67

14160 - Personal Computer Support Technician	24.67
14170 - System Support Specialist	39.80
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.04
15020 - Aircrew Training Devices Instructor (Rated)	41.90
15030 - Air Crew Training Devices Instructor (Pilot)	46.09
15050 - Computer Based Training Specialist / Instructor	35.04
15060 - Educational Technologist	34.30
15070 - Flight Instructor (Pilot)	46.09
15080 - Graphic Artist	25.28
15085 - Maintenance Test Pilot Fixed Jet/Prop	44.54
15086 - Maintenance Test Pilot Rotary Wing	44.54
15088 - Non-Maintenance Test/Co-Pilot	44.54
15090 - Technical Instructor	26.98
15095 - Technical Instructor/Course Developer	33.00
15110 - Test Proctor	21.78
15120 - Tutor	21.78
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.37
16030 - Counter Attendant	10.37
16040 - Dry Cleaner	13.32
16070 - Finisher Flatwork Machine	10.37
16090 - Presser Hand	10.37
16110 - Presser Machine Drycleaning	10.37
16130 - Presser Machine Shirts	10.37
16160 - Presser Machine Wearing Apparel Laundry	10.37
16190 - Sewing Machine Operator	14.13
16220 - Tailor	15.19
16250 - Washer Machine	11.40
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.10
19040 - Tool And Die Maker	25.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.77
21030 - Material Coordinator	22.98
21040 - Material Expediter	22.98
21050 - Material Handling Laborer	13.91
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	15.77
21110 - Shipping Packer	15.10
21130 - Shipping/Receiving Clerk	15.10
21140 - Store Worker I	12.14
21150 - Stock Clerk	17.60
21210 - Tools And Parts Attendant	15.77
21410 - Warehouse Specialist	15.77
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.75
23019 - Aircraft Logs and Records Technician	28.20
23021 - Aircraft Mechanic I	33.16
23022 - Aircraft Mechanic II	34.75
23023 - Aircraft Mechanic III	36.38
23040 - Aircraft Mechanic Helper	23.77
23050 - Aircraft Painter	31.43
23060 - Aircraft Servicer	28.20
23070 - Aircraft Survival Flight Equipment Technician	31.43
23080 - Aircraft Worker	29.82
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.82
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.16
23110 - Appliance Mechanic	19.20
23120 - Bicycle Repairer	17.50
23125 - Cable Splicer	27.55

23130 - Carpenter Maintenance	18.47
23140 - Carpet Layer	19.04
23160 - Electrician Maintenance	22.21
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	29.34
23260 - Fabric Worker	22.21
23290 - Fire Alarm System Mechanic	21.71
23310 - Fire Extinguisher Repairer	17.50
23311 - Fuel Distribution System Mechanic	21.32
23312 - Fuel Distribution System Operator	16.71
23370 - General Maintenance Worker	18.92
23380 - Ground Support Equipment Mechanic	33.16
23381 - Ground Support Equipment Servicer	28.20
23382 - Ground Support Equipment Worker	29.82
23391 - Gunsmith I	17.50
23392 - Gunsmith II	20.09
23393 - Gunsmith III	22.32
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.55
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.63
23430 - Heavy Equipment Mechanic	23.24
23440 - Heavy Equipment Operator	19.01
23460 - Instrument Mechanic	24.76
23465 - Laboratory/Shelter Mechanic	21.18
23470 - Laborer	13.91
23510 - Locksmith	22.46
23530 - Machinery Maintenance Mechanic	23.50
23550 - Machinist Maintenance	19.83
23580 - Maintenance Trades Helper	15.40
23591 - Metrology Technician I	24.76
23592 - Metrology Technician II	25.95
23593 - Metrology Technician III	27.16
23640 - Millwright	24.70
23710 - Office Appliance Repairer	18.66
23760 - Painter Maintenance	16.85
23790 - Pipefitter Maintenance	25.42
23810 - Plumber Maintenance	24.13
23820 - Pneudraulic Systems Mechanic	22.32
23850 - Rigger	24.54
23870 - Scale Mechanic	20.09
23890 - Sheet-Metal Worker Maintenance	18.28
23910 - Small Engine Mechanic	19.51
23931 - Telecommunications Mechanic I	24.85
23932 - Telecommunications Mechanic II	26.04
23950 - Telephone Lineman	23.54
23960 - Welder Combination Maintenance	18.51
23965 - Well Driller	21.63
23970 - Woodcraft Worker	22.32
23980 - Woodworker	17.50
24000 - Personal Needs Occupations	
24550 - Case Manager	18.02
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	9.36
24620 - Family Readiness And Support Services Coordinator	18.02
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.21
25040 - Sewage Plant Operator	19.67
25070 - Stationary Engineer	25.21

25190 - Ventilation Equipment Tender	17.61
25210 - Water Treatment Plant Operator	19.67
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.61
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	22.01
27010 - Court Security Officer	24.71
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	22.01
27070 - Firefighter	26.98
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	30.01
27132 - Police Officer II	33.36
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.35
28042 - Carnival Equipment Repairer	14.60
28043 - Carnival Worker	9.60
28210 - Gate Attendant/Gate Tender	14.18
28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57
28515 - Recreation Specialist	18.53
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.29
29020 - Hatch Tender	25.29
29030 - Line Handler	25.29
29041 - Stevedore I	23.92
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.64
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.72
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.63
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.42
30051 - Cryogenic Technician I	26.02
30052 - Cryogenic Technician II	28.75
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	24.73
30095 - Evidence Control Specialist	23.50
30210 - Laboratory Technician	23.35
30221 - Latent Fingerprint Technician I	24.33
30222 - Latent Fingerprint Technician II	26.88
30240 - Mathematical Technician	27.75
30361 - Paralegal/Legal Assistant I	19.49
30362 - Paralegal/Legal Assistant II	24.15
30363 - Paralegal/Legal Assistant III	29.54
30364 - Paralegal/Legal Assistant IV	35.74
30375 - Petroleum Supply Specialist	28.75

30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	28.75
30461 - Technical Writer I	25.69
30462 - Technical Writer II	31.42
30463 - Technical Writer III	38.01
30491 - Unexploded Ordnance (UXO) Technician I	26.47
30492 - Unexploded Ordnance (UXO) Technician II	32.02
30493 - Unexploded Ordnance (UXO) Technician III	38.38
30494 - Unexploded (UXO) Safety Escort	26.47
30495 - Unexploded (UXO) Sweep Personnel	26.47
30501 - Weather Forecaster I	26.02
30502 - Weather Forecaster II	31.66
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 24.97
30621 - Weather Observer Senior	(see 2) 25.23
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.02
31020 - Bus Aide	13.22
31030 - Bus Driver	19.30
31043 - Driver Courier	16.55
31260 - Parking and Lot Attendant	10.29
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	12.44
31361 - Truckdriver Light	18.09
31362 - Truckdriver Medium	19.69
31363 - Truckdriver Heavy	21.49
31364 - Truckdriver Tractor-Trailer	21.49
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.61
99030 - Cashier	10.44
99050 - Desk Clerk	11.24
99095 - Embalmer	24.05
99130 - Flight Follower	26.47
99251 - Laboratory Animal Caretaker I	13.11
99252 - Laboratory Animal Caretaker II	14.34
99260 - Marketing Analyst	36.10
99310 - Mortician	24.05
99410 - Pest Controller	20.88
99510 - Photofinishing Worker	14.89
99710 - Recycling Laborer	19.52
99711 - Recycling Specialist	23.99
99730 - Refuse Collector	17.25
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	10.80
99830 - Survey Party Chief	26.55
99831 - Surveying Aide	15.91
99832 - Surveying Technician	20.38
99840 - Vending Machine Attendant	15.50
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	15.46

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

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

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

Item Attachment Documents:

6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute a Memorandum of Understanding by and between the Town of Hickory Creek, Texas and the Cross Timbers Equestrian Trail Association and the U.S. Army Corps of Engineers, Fort Worth District.

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0224-__

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 MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND THE CROSS TIMBERS EQUESTRIAN TRAIL ASSOCIATION AND THE U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Memorandum of Understanding by and between the Town of Hickory Creek, Texas, the Cross Timbers Equestrian Trail Association, and the U.S. Army Corps of Engineers, Fort Worth District (hereinafter the "Agreement") to provide a mechanism by which the U.S. Army Corps of Engineers, Fort Worth District, can process a request from the Cross Timbers Equestrian Trail Association and the Town of Hickory Creek to maintain an agreement for hiking and equestrian trails across corps property at Lewisville Lake, Texas, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 27th day of January, 2020.

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
FORT WORTH DISTRICT, CORPS OF ENGINEERS
P. O. BOX 17300
FORT WORTH, TEXAS 76102-0300

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CROSS TIMBERS EQUESTIAN TRAIL ASSOCIATION,
TOWN OF HICKORY CREEK,
AND
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT**

1. Purpose: The purpose of this Memorandum of Understanding (MOU) is to provide a mechanism by which the U.S. Army Corps of Engineers (USACE), Fort Worth District can process a request from the Cross Timbers Equestrian Trail Association, the Town of Hickory Creek, to maintain an agreement for hiking and equestrian trails across USACE property at Lewisville Lake, Texas.

2. Objective: The objective of the MOU is to establish procedures, responsibilities, and financial obligations between USACE, Cross Timbers Equestrian Trail Association, and the Town of Hickory Creek for support of the environmental, and operations involved in activities associated with the hiking and equestrian trail on USACE property at Lewisville Lake. Any structure, supplies, and material must be given permission by USACE before being built or brought onto government property.

Section I Challenge Cost-Sharing Agreement

The Challenge Cost-Sharing Agreement was entered into by the U.S. Army Corps of Engineers, the Towns of Hickory Creek and the Cross Timbers Equestrian Trail Association in November 2019 to facilitate the planning and maintenance of public recreational hiking and equestrian trails at Lewisville Lake on government lands. Specifically to maintain the trail north of Hickory Creek and connect the existing Pilot Knoll Trails, under easement to the Town of Copper Canyon, east to Sycamore Bend Park in the Town of Hickory Creek via the historical Old Alton Bridge.

Under the agreement signing organizations and the Corps operate and maintain the trails within their respective jurisdictions according to a plan approved by all partners. The long-term objective to create a unified trails system operated and maintained consistently as it transverses one jurisdiction to the next.

Section II Trail Layout

The Government shall provide and update at reasonable intervals GIS data maps of the trails

system on aerial views.

Section III Architectural Theme & Materials

The architectural theme is rustic western. Materials should be chosen for durability, vandal resistance, availability, and cost effectiveness. Structures and signage placed along the trails are intended to be harmonious and consistent with the natural, native surroundings. Whenever possible, the natural color scheme of the Cross-Timbers forest is to be used with varying shades of grays, browns, and greens predominantly.

Structures amenities and improvements should conform to the rustic western theme and the project plan. Materials used for construction, should be of the same or similar type and in similar style and appearance to existing buildings, pavilions and other amenities already found at Sycamore Bend Park, Pilot Knoll Park and along the Pilot Knoll Trail system including the historical Old Alton Bridge.

Section IV Hiking & Equestrian Trail Standards & Guidelines

The Trail Standards & Guidelines are based on currently available references and recommended standards for hiking and equestrian trails; and current maintenance and operations practices on existing trails on government lands in the Elm Fork Project.

Basic trail installations are those essential to the establishment and use of the trail system; including elements that define boundaries, are necessary for trail tread construction to permit water flow or prevent erosion, provide for crossings at roads or rivers/streams, or are necessary for public safety and use. These are included in the Trail Standards & Guidelines. An improvement is an amenity that is desirable and will enhance the user experience but is non-essential and is addressed separately. All improvements must be submitted, and given permission by USACE prior to arrival on government property.

A. Location

The trail shall follow a designated route as GIS mapped and approved by the partners and government on government lands.

B. Trail Corridor (Area)

A 20-ft. corridor width is recommended. The corridor should be of sufficient width to allow room for relocation of the trail within the corridor to facilitate drainage, minimize erosion and provide screening to adjacent private landowners.

C. Trail Width

A 10-ft. standard for trail width is recommended to allow sufficient clearance for use by maintenance and emergency vehicles. In the event of non-conforming areas created by circumstance of topography, utilities or some other unalterable barrier, establish the trail in the location providing the greatest width available, preferably greater than 8-ft. and no less than 6-ft.

Nonconforming trail should only be allowed when no alternative is available.

D. Trail Tread (Footing)

The tread is the surface of the trail (footing). The preferred surfaces are naturally occurring soils, grasses and dirt (primary) and granular stone (secondary with improvements such as culverts, hardening at crossings or drainage).

E. Turning Radius/Switchbacks

A 5-ft. minimum and 10 ft. maximum turning radius is recommended. For switchbacks, the radius should be adequate to prevent a rider or hiker "cutting the corner" and eroding the turn. A switchback intended for maintenance and emergency vehicle use should be 10- ft. radius and reinforced sufficiently to support the weight of intended vehicular use.

F. Gradient

The trail should follow the contour of the land where possible and be located above the 532 ft. elevation contour for trails at Lewisville Lake whenever possible.

G. Ascent

The trail should be constructed so any grade of the trail shall increase gradually. The trail should be aligned to transverse the face of a slope horizontally at a modest grade, less than 3:1 making use of switchbacks on larger slopes, as opposed to ascending the slope in a vertical route from the base of the slope to the crest at a steeper grade.

H. Slope and Backslope

Backslope is the cutting into and filling on the face of a slope to construct trail. The trail tread shall be cut at an angle with outsloping sufficient to ensure drainage away from the face of the hill and allowing for compaction and wear, providing a stable condition with minimum maintenance.

I. Steps

Steps should be avoided in equestrian trails.

J. Footpaths

A secondary path of stepping stones may be used, clearly separate from the equestrian route and marked for "hikers only" at low water crossings and in areas where the ground is suitable for equestrians but less so for hikers.

K. Drainage

Allow whenever possible for natural drainage. Avoid locating the trail in boggy and wet areas whenever possible. Transverse low or drainage areas perpendicular to the route of drainage and water flow to minimize erosion. Install low water crossings where possible. Install drainage modifications to correct wet areas, with installation of culverts reserved for use in areas of significant flow or erosion potential. Outslope cutting the inner edge of trail along a hillside higher than the outer edge so water is shed across and off the trail instead of collecting and

running downhill on the trail. Shallow dips of 3" from hill face to edge filled with gravel or other permeable material may be used to channel flow.

L. Fences and Gates

The Government uses a standard unpainted metal pipe rail fence along Government property boundaries, around parking areas, for gates and walk in access areas. Some remote boundary and secondary interior fences are constructed of T-posts and wire. Gates are typically hinged, welded pipe metal construction hung on pipe metal H-braces that swings open fully both directions. Gates routinely remain closed and locked with padlocks issued by the Government. All fencing should be verified as to ownership before alteration or removal, and replaced and constructed according to Government specifications at the time of installation.

Where barbwire fence is present, whenever possible the wire should be replaced with smooth (slick) fence wire using H-braces of wood or metal. Smooth wire fencing is safer for trail users, tightens more easily for maintenance, and blends well visually into surrounding vegetation.

In addition to fencing it is often desirable to keep users within the designated trail corridor. Fallen trees and brush piles may be used to create natural barriers while enhancing wildlife habitat. Plantings of native trees and tall grasses can also be used to create visual barriers to residential areas and businesses near the trail.

M. Access Points

1. Parking Areas

Parking areas should be of sufficient size to accommodate horse trailers pulling in and out and parking with sufficient room to extend the rear doors or ramp to load/unload a horse. Adequate parking spaces should be provided to prevent vehicles parking in front of or otherwise blocking access points. Access points should be clearly marked.

The surface of the parking area should be constructed of well packed road base at a depth sufficient to handle the weight of loaded horse trailer rigs. The surface should be topped preferably with smooth gravel or rock of 1/2" diameter or less to prevent injury to horses feet. The surface should be resurfaced and topped with materials as needed to maintain the area free of potholes and ruts. Paved surfaces are less desirable due to the tendency of these surfaces to be slick in particular for iron shod horses. Where concrete is used, rough surface is preferable to smooth.

The Government uses unpainted single rail metal pipe fence to surround parking areas. This fence is most effective in preventing illegal access by motor vehicles and ATV's. In areas adjacent to a roadway, a double rail fence of at least 48" height is desirable to prevent a horse gaining access to a road. The pipe metal fence allows for the installation of stepover bars for equestrian access and pedestrian Y-walk in turns as part of the fence line. Proper access for emergency and maintenance equipment such as pipe metal slide bars or gates should be installed

and incorporated into the metal pipe rail fence to allow access. All metal pipe rail fencing, gates, access stepover bars, pedestrian walk in Y's etc. should be approved and built in accordance with Government specifications at the time of installation.

2. Equestrian Step Over Bar

Pipe rail step over bars should be provided at locations intended for equestrian access. Step over bars should be incorporated into pipe rail fencing. The bar being of the same diameter pipe as the fence rail and set at a maximum height at the top of the bar of 14" with a minimum height at the top of the bar 12" (1 foot). Improved footing under and on the approaches is recommended to prevent wear down at the bar. All step over bars and pipe fencing should be built according to Government specifications and standards.

1. Pedestrian Walk In Y

Pedestrian Walk in Y access should be provided at locations intended only for hiker and pedestrian access. Walk in Y should be incorporated into pipe rail fencing. The Walk In Y being constructed of the same diameter pipe as the fence rail and set at a maximum height equal to the height of the pipe fence. All pedestrian access should be built according to Government specifications and standards.

4. Gates & Slide Bars

Access gates or slide bars should be incorporated into pipe rail fencing and constructed of same or similar materials as the fencing. Gates and slide bars should be of sufficient width to permit access of maintenance and emergency equipment. Existing gates and slide bars are 14 ft-16 ft. wide. Gates are typically hinged, welded pipe metal construction hung on pipe metal H-braces that swing open fully both directions. Gates routinely remain closed and locked with padlocks issued by the Government.

N. Crossings

1. Low Water Crossings

Low water crossings are preferable to bridges. Use natural crossings where possible for low-flow or intermittent streams. All plans for construction of low water crossings should provide for adequate hardening of the streambed and embankments.

2. Culverts

Culverts and fords should be of sufficient diameter and height to carry normal water flow with rains. Culverts should intersect the trail so the trail crosses near the midpoint of the culvert at as close to a 90-degree angle as possible to the lengthwise lie of the culvert. Metal or plastic tin horns should be of sufficient diameter and wall strength to permit normal water flow with rains and hold the weight of vehicles and horses. Culverts should be laid on a bed of and surrounded by packed water-resistant materials such as clay, gravel mixes or crushed recycled concrete. The culvert should be topped with a minimum of 12 inches of packed gravel or crushed rock or other similar material and then covered with an additional 6-8" minimum of soil or other appropriate footing. Headwalls may be stacked to create a curb to contain the materials

on top of the culvert at proper depth and to prevent washing out. Design should include consideration of outflow to prevent concentration or acceleration of water flow and erosion. Design should allow for any anticipated flooding that would submerge the culvert and the culvert constructed to retain its integrity during such an event. Culvert headwall materials should not be permeable to water flow. Stacked stone headwalls should be mortared to prevent erosion and loss of stability. All plans shall require the express approval of the Government.

3. Stepping Stones/Hikers

Hiker stepping-stones may be placed to provide a crossing for hikers upstream, adjacent and parallel to the equestrian crossing. Hiker stepping-stones should be placed so as not to impede the flow of water and no more than 24" apart. Stepping stones should not be made of wood, should have a rough surface at least 12" diameter and placed so they extend above normal water level 6". Stepping-stones should be secured into the streambed to prevent their loosening or washing away.

4. Roads & Bridges

Crossing signs should be posted at designated road crossings in conjunction with crosswalks painted onto the pavement. Signs should be posted at Railroad crossings if applicable. Crosswalks should be painted white or yellow in compliance with and according to all local, State and Federal rules, regulations and laws governing public crosswalks on public roadways. Signs notifying motor vehicles should be posted a sufficient distance from the crosswalk in both directions in compliance with and as required by local, State and Federal rules, regulations and laws.

Right of Way signs should be posted at bridge crossings shared with pedestrians indicating "Hikers/ Pedestrians yield Right-of -Way to Horses/Riders". Right of Way should be posted in addition to signage encouraging riders to dismount and walk the horse across the bridge.

O. Bridges (existing)

The trail should be at least the same width as the bridge. Railings should be a minimum of 5 ft. in height and comply with all state, local and federal safety regulations. Existing bridges not in compliance with current railing standards should be posted to encourage riders to dismount and walk horses across the bridge. Treated timber planks are preferred for use as bridge decking over concrete or asphalt.

P. Underpasses

Underpasses should be of sufficient height and width for passage of a mounted horse and rider, emergency and maintenance vehicles and equipment. The minimum height of the underpass should be 12 ft. and the minimum width of the underpass 20-ft. The tread should be at or above the 532 ft. elevation and drainage built in to prevent standing water.

Q. Other Structures

Structures may occasionally be required for areas where no alternative trail route is available.

These may include retaining walls or other artificial structures. The materials used should be in accordance with the architectural theme and blend into the surroundings as much as possible. Switchbacks may be required for example on a steep slope to prevent erosion, or an elevated trail surface with sub-tread drainage may be necessary to construct in wet areas. Plans and designs should be submitted to the Government for approval before installation. All structures should be considered in terms of what is the least intrusive method of modification for the given location.

R. Utility Easements

Determine the location of all utilities prior to installation of trail or improvements. Preserve access to utilities, avoiding utilities whenever possible. Seek authorization and approval for installations within an easement and coordinate installation with the utility or easement holder if no other locations outside the utility easement are possible.

S. Signage

Various sign types and methods of installation shall be used. A master sign plan should be made a part of the Project Plan. Following is a brief summary of the signs:

1. Trail Location Markers

Brown Carsonite two-sided trail signposts are used for trail location markers. Markers are installed each quarter mile with additional directional and reassurance markers placed as needed. The posts are a brown composite with vandal resistant properties and flex if a horse and rider hit them making them safe adjacent the trail. Posts are ordered from Carsonite with pre-attached metal anchors, which resist pulling out of the ground best in the soils around Lewisville Lake. The plastic anchors are insufficient.

The posts are labeled with stickers ordered from Carsonite with a brown background and white reflective lettering or symbols. They adhere well and are vandal and weather resistant. The posts are labeled with international symbols for authorized uses (hiker, equestrian), rules (pets on leash), directional arrows and trail location identification; the trail designated by alphabetical letter, the location on that trail by number. Prohibited use symbols may be added which have the red circle with a slash. "No Bicycles" and "No ATV" are used. A wide variety of symbols are available. A strip of white reflective tape is affixed across the top of each post to increase visibility of the marker especially for mowers.

A Government logo or Partner logo sticker may also be affixed. The Town of Copper Canyon uses a 3" X 3" logo sticker affixed near the base of the posts. Each entity may do the same in their jurisdiction. In unincorporated areas the Government Corps Castle sticker is available from Carsonite for use. A single overall trail logo design might be considered to use throughout the entire trail system, these designs are then available through Carsonite printed on stickers and various types of signs.

2. Hunting Boundary Markers

Yellow Carsonite posts may be used to post "No Hunting Within 600 feet of Boundary" Government hunting regulation as needed.

3. Trail Name Signs

The trail name signs are larger signs located at trailheads and entrances and should be placed where they are readily visible. The signs should be constructed of wood of a design approved by the Government. The lettering may be routed into the wood and painted for visibility. Existing signs are unpainted with yellow painted lettering. Signposts are anchored in cement. Use of rustproof hardware is recommended. Information may include the trail name, total distance, elevation and directional arrows. (Refer to Section XII. Appendix, A. for photo)

4. Metal Information & Notice Signs

Metal signs may be used for information and notices. Metal signs have a brown background color with white reflective lettering. Metal signs are inexpensive and easily replaced.

- a. "No Bicycles or Motorized Vehicles Allowed". Smaller signs are bolted on a 6-ft. metal T-posts or similar post.
- b. "Ride Aware Residential Area Ahead". Larger signs bolted on metal street signposts or similar metal posts anchored in cement.

All signs should be approved for use prior to posting. Metal signs should be located off to the side of the trail where visible, but not an obstruction for maintenance or emergency vehicles and located so as not to pose a hazard to a rider. Refer to Section XII. Appendix, A. for photo of "Ride Aware" sign.

5. Caution & Closure Signs

Some cautionary signs and trail closure signs (and gates) may be required in certain areas. Elevation would be a good initial indicator for determining anticipated areas that may flood occasionally and be subject to high water or closure due to flooding.

6. Crossing Signs

Signs should be posted at designated road crossings in conjunction with crosswalks painted onto the pavement. Signs should be posted at Railroad crossings. Right of Way signs should be posted at bridge crossings shared with pedestrians indicating "Hikers Yield to Horses". Carsonite has a sign of this type with the universal symbols available. This should be posted in addition to signage encouraging riders to dismount and walk the horse across the bridge.

T. User Safety

1. Search Rescue & Recovery Plan (S R & R)

Each Partner and the Government shall provide Search Rescue and Recovery Plans for the trails within their jurisdiction according to all parties.

2. Trail Closure

Trail closure policies and procedures should be established and implemented as approved by the Partners and government as necessary for public safety

The existing trails are open at all times as there is one high ground trail route that remains above flood most years. There has been no official closure of the trails due flooding on the Pilot Knoll Trails. "Do not ride wet trails" is included as posted public notice in bulletin boards and trail rules. The new trails pass through the Hickory Creek floodplain and adjacent to areas where the Old Alton Road has gates to close the road when flooding occurs. Areas with flooding potential should be determined and plans made including appropriate signs indicating caution signs for high water and high ground route signs.

U. Public Information

1. Trail Rules

A set of trail rules should be approved and posted at trailheads, on signs and bulletin boards.

2. Distribution of Information

Internet: Post rules, information and official trail map on Partner and Government web sites with links to appropriate Government sites for Parks, Lake Levels, etc.

Brochures: Provide brochures including an official trail map approved by the Partners outlining trail rules and information on parking, camping, etc. at area parks. Brochures to be available at Government offices, City and Town Halls and Parks.

Section V. Trail Maintenance Standard

The following are minimum standards for trail maintenance.

(See Trail Maintenance Inspection Checklist, Section X. Form CCSA-5)

A. Mowing

Trails should be mowed a minimum of twice a year, typically in late May following wildflower display and again in mid to late September; with additional mowing done as required particularly in drought to prevent fires and wet years due to excess growth.

B. Trash & Debris

Trash collection at trailheads is determined by need, a minimum collection typically done once a month for parking areas. On the trails away from trailheads, trash is less frequently a problem and is done on an as needed basis. Trash should be picked up before mowing. Removal of fallen limbs, dead trees or drift debris on shoreline trails is on an as needed basis and done prior to mowing.

C. Trail Inspection Including Signs and Amenities

Inspect culverts and installations regularly for damage or wear and replace or repair as needed.

D. Culvert Maintenance

Clear debris and obstructions a minimum of twice yearly and as needed; re-check for debris after heavy storms. Keep areas around culverts mowed or trimmed and graded sufficiently to direct water flow.

E. Fence Maintenance

Check fencing, gates and access points for damage or missing locks, repair as needed.

F. Parking & Access Areas

Maintain surface of parking area, grade and add materials as needed. Keep area surrounding parking lots mowed shorter and pick up debris and trash every 1-2 weeks or as needed.

G. Erosion Control

Maintain trails surface (tread) by leveling, back-filling and packing or surface hardening any ruts. A front-end loader or bobcat is normally sufficient for this task. In heavily treed areas, watch for exposed tree roots and keep these covered to prevent trip hazard. In areas where runoff creates a persistent wet area, modify drainage and tread. In areas with persistent flow at one location, install a culvert with headwalls sufficient to permit flow and the trail to cross the culvert perpendicular to the placement of the tinnhorn. Identify low water crossings or other features with erosion potential and construct to minimize erosion. Any improvement projects will need to be approved by USACE prior to conducting any activities

Section VI. Existing Improvements and Amenities

A complete inventory of existing improvements and amenities should be included as part of the Project Plan.

A. Town of Copper Canyon, Pilot Knoll Trail, and Old Alton Bridge parking lot is designed for horse trailer and car parking. There is a single rail pipe fence surrounding the parking area with two built in stepover bars and a pedestrian Y-walk in for user access. A 16-ft. slide bar for maintenance and emergency access, kept closed and padlocked is constructed into the pipe fence. The Parking lot has an improved rock surface. There is a bulletin board, trail name signs, metal prohibition signs, and trail location markers.

B. Old Alton Bridge & Old Alton Park, Denton County

Old Alton Bridge Park has a small parking area designated for car parking only, a two rail metal pipe fence with a 16" pipe gate and two Y-walk through access points for pedestrians at the parking area. Horses do not have access from the car parking area.

Benches and a gravel path to the bridge are present. Access to the trail is at the foot of the bridge: A Pedestrian Walk in Y and combination stepover bar/gate for horses, emergency and maintenance access. Future improvements may include historical signage, informational signage, a bulletin board, hitching posts, a water trough, interpretive signs and other historical displays.

C. Town of Hickory Creek, Sycamore Bend Park

There is a parking facility, camping, restrooms, boat ramp, and picnic tables at Sycamore Bend

Park. Possible improvements would include horse trailer parking area, informational signage, ride in access points, locked gate or slide bar for maintenance and emergency access.

Section VII. Optional Trail Improvements and Amenities

One ongoing aspect of the equestrian and hiking trail will be the location and installation of improvements and amenities. Amenities are elements that enhance the trail user experience but are non-essential to the basic trail. A complete inventory of existing and planned improvements and amenities should be made a part of the plan.

A. Bulletin Boards

Bulletin boards should be located near entrance points or points of convergence or where amenities are located. Vandalism near parking areas can be significantly reduced by locating the bulletin board just up the trail 100-200 feet, out of sight of the parking area.

Bulletin boards may be constructed of wood or metal of a design approved by the Government, preferably with a peaked roof of sufficient size to shelter the information board. Covering the roof with shingles extends the life of the structure. Bulletin boards may be painted (at Pilot Knoll the color used is brown) or left unpainted to weather naturally (if located on the trails outside a formal setting). The bulletin board legs should be anchored in cement and braced per design.

Bulletin boards may have an optional cover made of Plexiglas of sufficient thickness to prevent flexing and cracking. Framing the Plexiglas with wood strengthens the cover and deters vandalism. The cover is hinged at the top to lift up to open for access and when closed has one or two latches at the bottom and is padlocked through each latch. Covers are not necessary if information is laminated.

Locate utilities in the area before installation and consider the direction of prevailing winds (in this area north/south) when facing the bulletin board. An east/west facing presents a lower profile to prevailing winds.

B. Hitching Posts

Hitching posts may be constructed of 4" minimum wood posts with the cross bar secured with heavy duty lag bolts to the uprights, or constructed of unpainted welded pipe metal. Pipe metal should be built and finished to Government specifications for pipe fencing. Hitching posts should be 48" in height, 8ft. in length with finished ends for wood, capped for metal. Upright posts are anchored in cement.

C. Mounting Blocks

Locate mounting blocks where an equestrian would be required to or routinely mount or dismount their horse, such as parking areas, rest areas, bridge approaches.

D. Tie-Out Posts

Tie-out posts are used when a corral or hitching post is not available. A free standing pipe metal post capped at the top, a minimum of 6-ft. height with a ring welded at the top secured in a cement footing is sufficient to tie a horse in locations a rider may need to dismount and secure the horse. These posts are often provided at equestrian camping sites and in parking locations where a horse is being loaded or unloaded from a trailer and saddled or unsaddled.

E. Signs

1. Interpretive Use Signs

Interpretive signage and displays may be desirable at various locations featuring identification information of plant, trees, grasses, wildflowers, etc. Various organizations and educational institutions may be interested in participating in this type of project.

2. "You are Here" Trail Map Sign

A large sign placed at various locations on the trails away from locations with bulletin boards already posted with the same information. The "You Are Here" sign may contain: a map indicating the location of the user and identifying closest exit points, amenities, and trail marker locations, Hunting areas indicated for cautionary purposes if applicable, high water areas indicated with quick exit routes, Trail system emblem and trail partner logos, instructional information for emergencies such as "Dial 911" or "Please call and report illegal dumping...", Ranger or Game Warden contact numbers, maintenance contact information to report trail hazards, trail etiquette reminders or rules.

F. Information Kiosks

Kiosks are information booths. A kiosk may be appropriate at a high traffic location such as a park or an interpretive education site. Kiosks should be designed and constructed in accordance with the theme.

G. Screening & Visual Enhancements

Native plants and trees should be considered for areas where visual screening is needed, such as near residential areas. Use of native plants and grasses can also stabilize disturbed soils and slow erosion, particularly on slopes and where vegetation has been stripped by past development or runoff. Open spaces may be enhanced by removal of brush and invasive, alien plants and replanted with native grasses and wildflowers to re-establish lost native habitat. This type of project may be of interest to local volunteer groups and organizations.

3. Understandings, Agreements, Support, and Resource Needs.

- a. USACE will be responsible for preparation of documentation required for any real estate

- actions and compliance with provisions of the hiking and equestrian trail.
- b. All of USACE resource needs for the actions described in this MOU will be provided by the joined efforts of all parties.
 - c. Agency Coordination. Unless otherwise indicated in writing, USACE points of contact for this project are:

Natural Resources Manager, Operations Division, Mr. Aaron Howell, U. S. Army Corps of Engineers, ATTN: CESWF-OD-R, P.O. Box 17300, Fort Worth, TX 76102-0300, Phone: (817) 886-1568; Fax: 817-886-6455; E-mail: Aaron.W.Howell@usace.army.mil

Lake Manager, Lewisville Lake Office, Mr. Robert S. Jordan, U.S. Army Corps of Engineers, ATTN: CESWF-OD-LE, 1801 N. Mill Street, Lewisville, TX 75057-1821, Phone: (469) 645-9107; Fax: 469-645-9101; E-mail: Robert.S.Jordan@usace.army.mil

e. For natural and cultural resources disturbed by the construction, a mitigation plan shall be submitted by the Cross Timbers Equestrian Trail Association, and the Town of Hickory Creek for consideration by USACE and for inclusion in the EA. Both parties, prior to the start of construction, must agree upon the mitigation plan. Any such plan shall be compliant with the requirements of Section 106 of the National Historic Preservation Act of 1966, as amended, and the Texas Antiquities Code.

f. It is understood that should the proposed project enter the construction phase, Cross Timbers Equestrian Trail Association, and the Town of Hickory Creek will be responsible for compliance with all Federal, State, and/or local laws pertaining to protection of cultural or natural resources. This will include excavation and/or mitigation actions for any known cultural or natural resources, or those that might be unearthed during construction.

4. Effective Date. The final MOU will become effective when signed and dated by all parties and shall remain in effect until either modified, or the project has been completed.

Lewisville
Lake Manager

Date_____

Fort Worth District
Operations Project Manager

Date_____

Fort Worth District
Environmental Steward

Date_____

Town of Hickory Creek

Date_____

Manager of CTETA

Date_____

Item Attachment Documents:

7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Half Associates, Inc. for the TCEQ MS4 Permit Annual Report.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0224-__**

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 AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK AND HALFF ASSOCIATES, INC., AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 24th day of February, 2020.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

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

**TCEQ MS4 Permit Annual Report (Year 1)
FY 2020 Work Order Authorization
February 5, 2020**

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

Item Attachment Documents:

8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute a contract between the Town of Hickory Creek, Texas and Charter Communications Operating, LLC.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0224-__**

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 BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND CHARTER COMMUNICATIONS OPERATING, LLC; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Internet and TV Services Contract by and between the Town of Hickory Creek, Texas and Charter Communications Operating, LLC (hereinafter the "Contract") for internet service, 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 them on behalf of the Town of Hickory Creek.

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

Section 1: That the Mayor of the Town of Hickory Creek, Texas, is hereby authorized to execute on behalf of the Town of Hickory Creek, Texas, the 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 24th day of February, 2020.

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

Item Attachment Documents:

9. Interview for various boards and commissions.



AGENDA INFORMATION SHEET

MEETING DATE: February 24, 2020

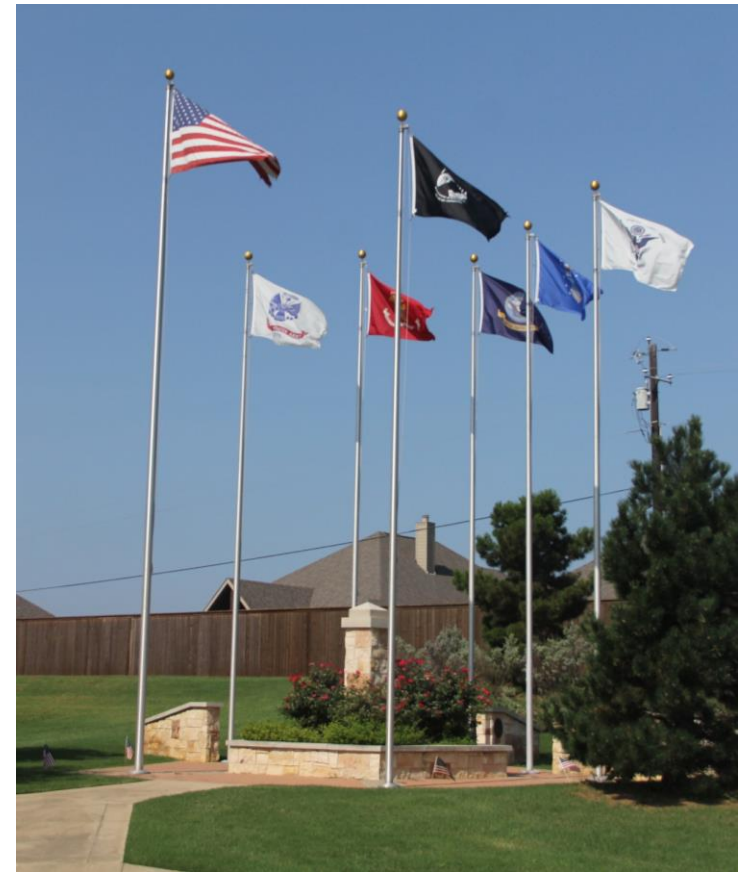
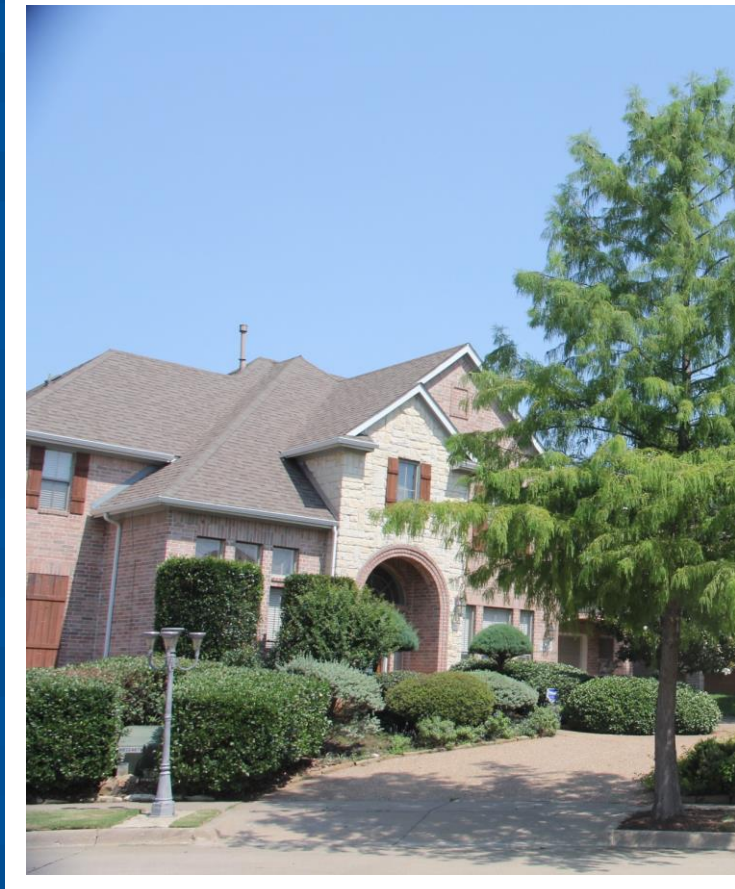
AGENDA ITEM: Interview for various boards and commissions.

SUMMARY: The following would like to be considered for appointment:

Larry Crawford
Dennis Day
Brian Engle
Jodie Heggelund
Dale Hoover
Terri Hunn
Kyle Knop
Brian Mahavier
Christina Pierson
Joseph Rehring
Dinah Stults
Michael Vinson

Item Attachment Documents:

10. Presentation from Half Associates regarding a Comprehensive Plan Update.



Comprehensive Plan

Town of Hickory Creek, TX

BROAD RANGE AND DEPTH OF EXPERIENCE

Halff is a unique regional consulting firm that has provided full-service planning, engineering, and related services for decades. Halff's related services include:

- Architecture
- Civil & structural engineering
- Environmental
- Geographic Information Systems (GIS)
- Land and community planning
- Landscape architecture
- Visualization
- Water resources and utilities



HALFF
24 OFFICE LOCATIONS

Hickory Creek, TX

Catalyst, an economic development consulting firm, will be assisting with:

- Market assessment
- Activation strategies

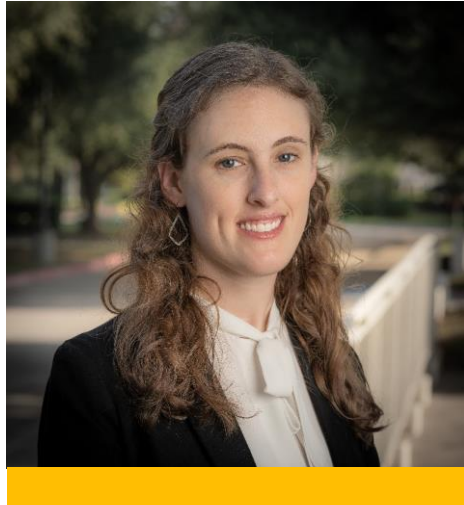
YOUR PROJECT TEAM



Kimberly Miller, AICP
Project Manager



- 23 years experience
- Experienced in Comprehensive, Parks and Environmental Planning
- Engagement for vibrant communities



Kendall Howard, AICP
Deputy Project Manager



- 9 years experience
- Tenured community planner
- Strong background in transportation and community planning



Tim May, PLA
Principal-In-Charge/QA-QC



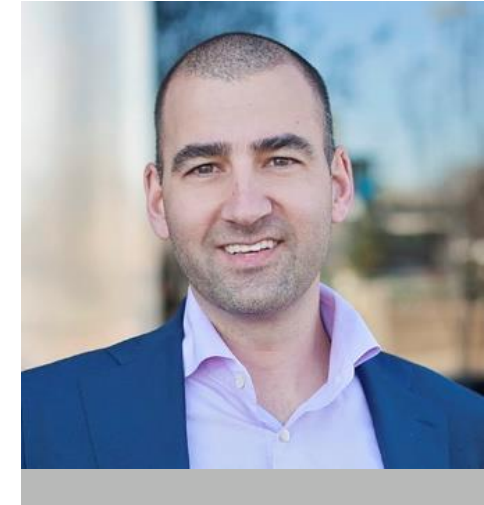
- 38 years experience
- Long-time Hickory Creek resident (32 years)
- Parks and trails expertise



Brian Haynes, PE
Mobility



- 22 years experience
- 8 years working with Hickory Creek
- Civil engineering expertise



Jason Claunch
Market Assessment



- 20 years experience
- Market assessment and development activation expertise
- Experience across DFW



WHAT SETS THE HALFF TEAM APART?

KEY POINT 1



FAMILIARITY WITH HICKORY CREEK

Localized expertise in
Hickory Creek, Denton
County and greater
DFW area

KEY POINT 2



EXPERIENCED TEAM

Experienced senior
staff to address
challenges and
opportunities

KEY POINT 3



PROVEN APPROACH

Visioning, assessment,
and plan methodology
for achievable action
plan

HALFF'S RELATIONSHIP WITH HICKORY CREEK

Key Point

1

Key Point

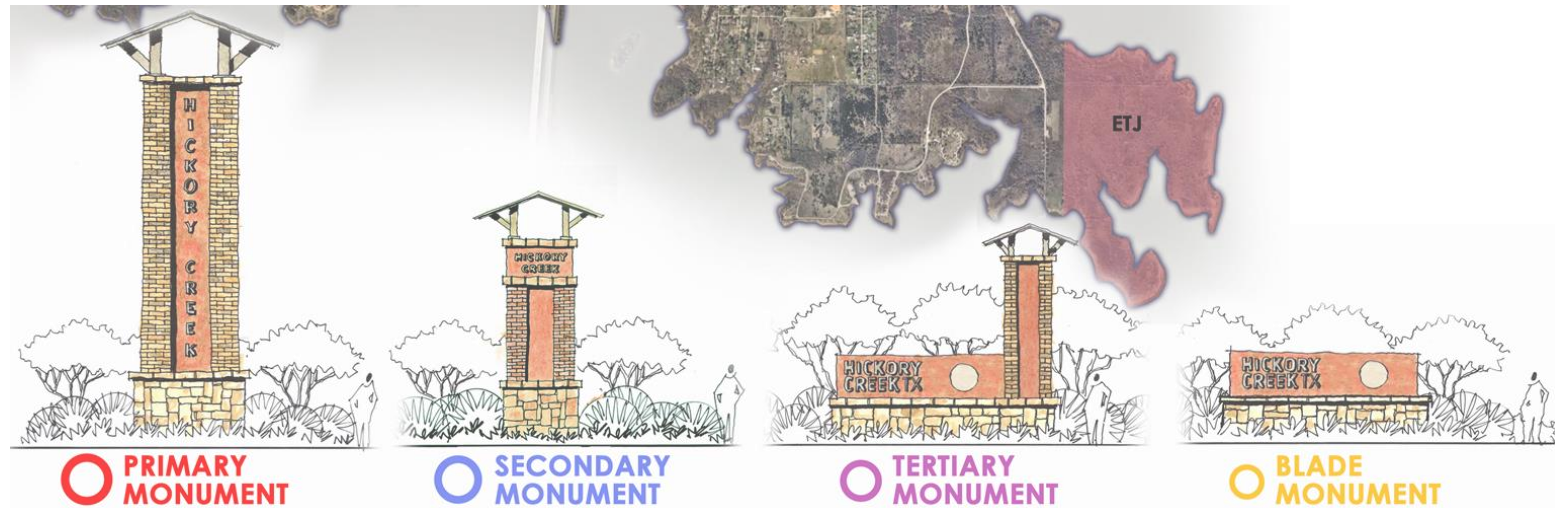
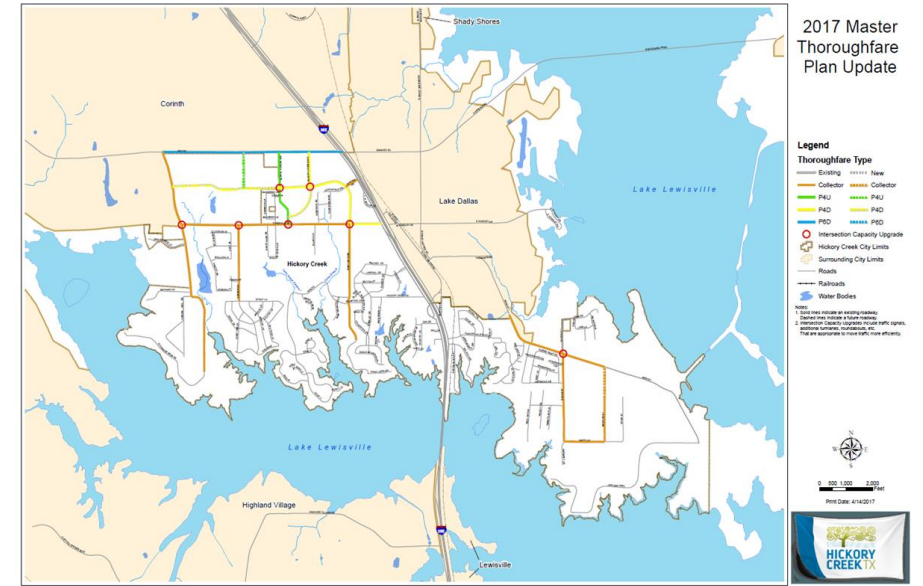
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Key Point

3

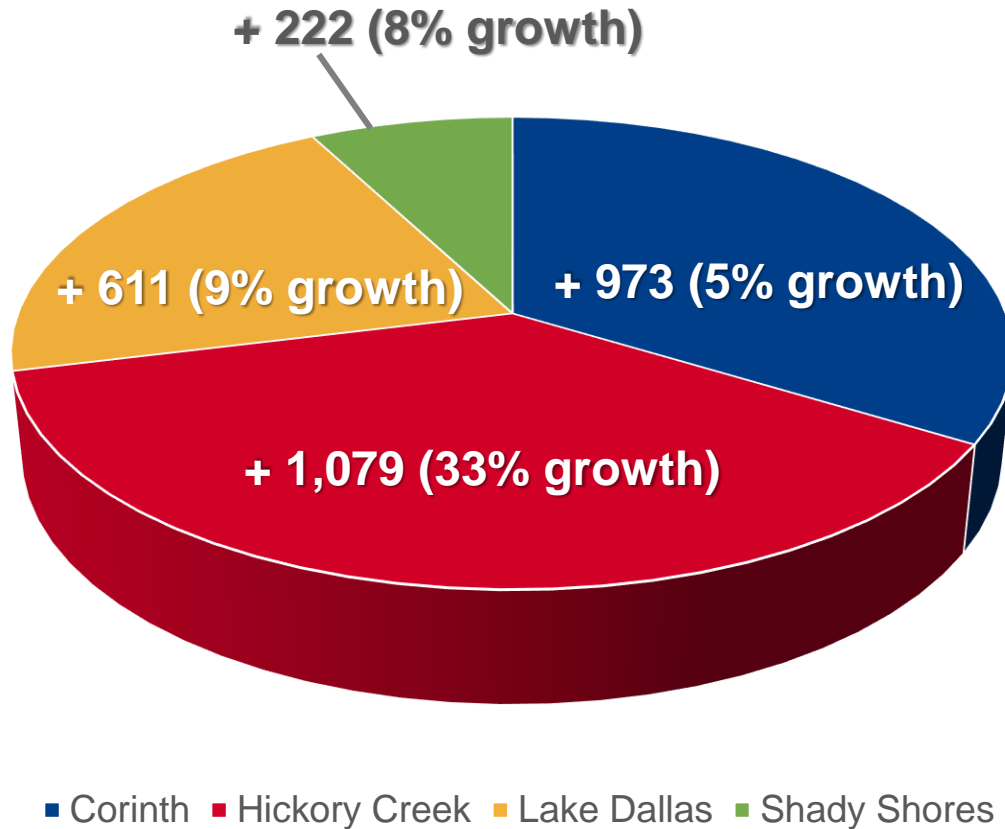
Town Engineer (2012 – Present)

- 2017 Master Thoroughfare Plan
- Gateway Concepts
- Roadway Projects (10+)
- Engineering Design Manual
- Plan/Plat Reviews
- Sidewalk Design
- Trail Design



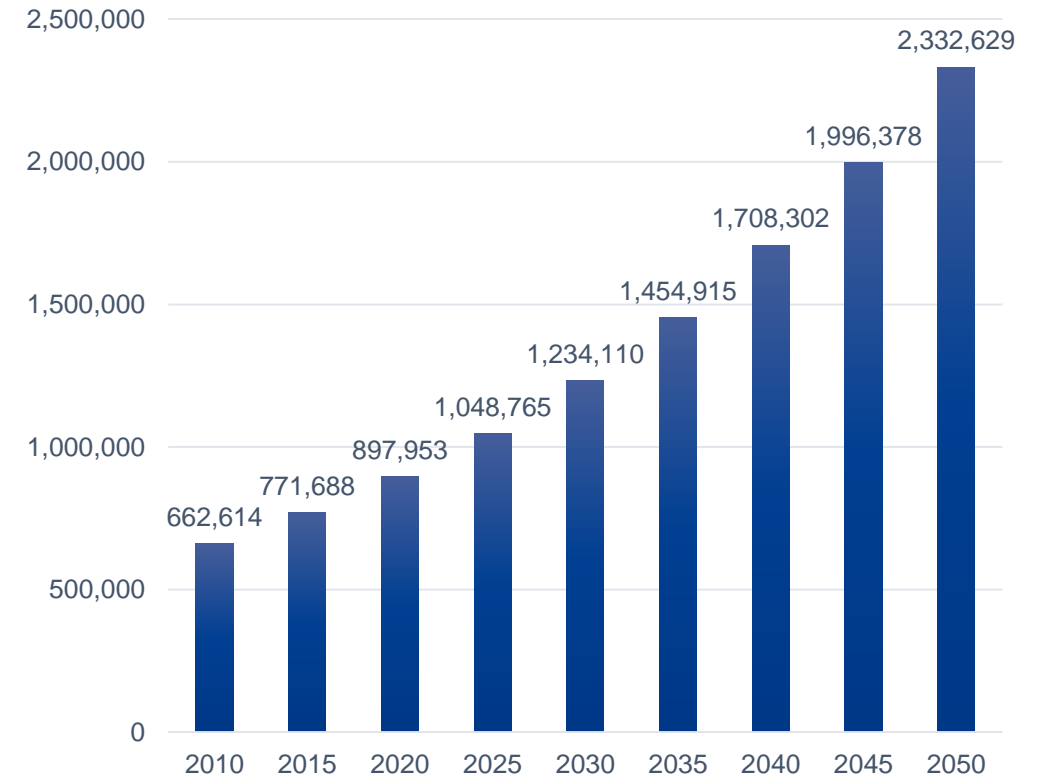
HICKORY CREEK – PAST & FUTURE

Lake Cities Population Growth, 2010-2017



Source: 2010 Census, 2017 ACS 5-Year Estimates

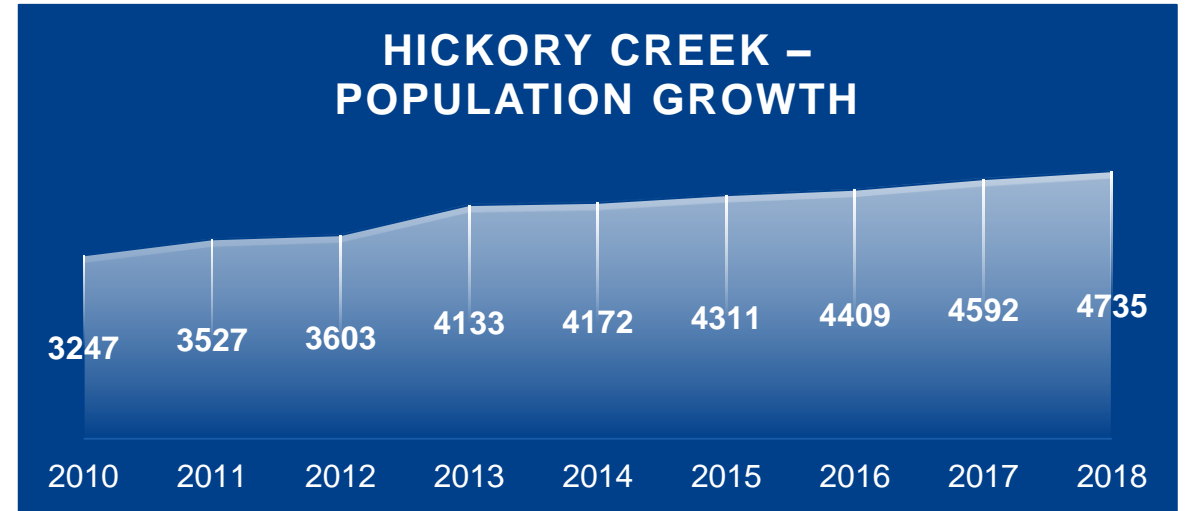
Population Projections for Denton County



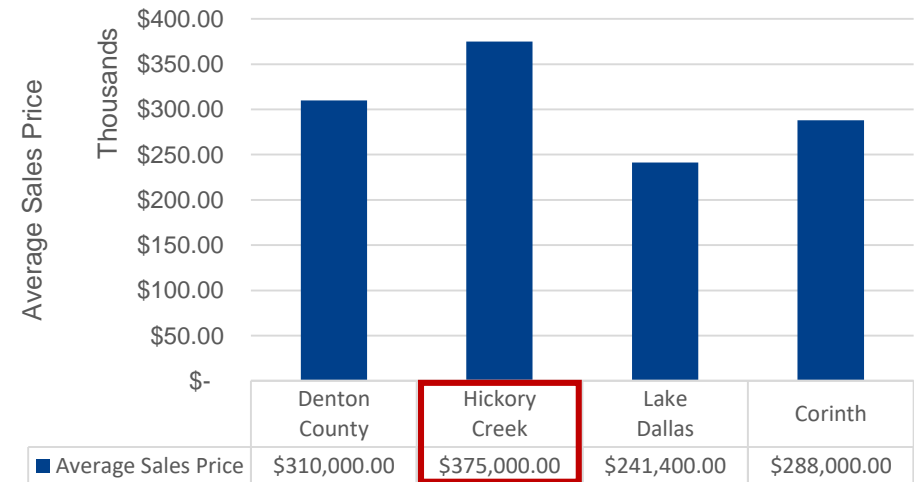
Source: Texas Demographic Center



HICKORY CREEK – PAST & FUTURE



Lake Cities - Average Sales Price





Key Point

1

Key Point

2

Key Point

3

COMMERCIAL CORRIDORS



UNDERSTANDING ISSUES & OPPORTUNITIES

Key Point

1

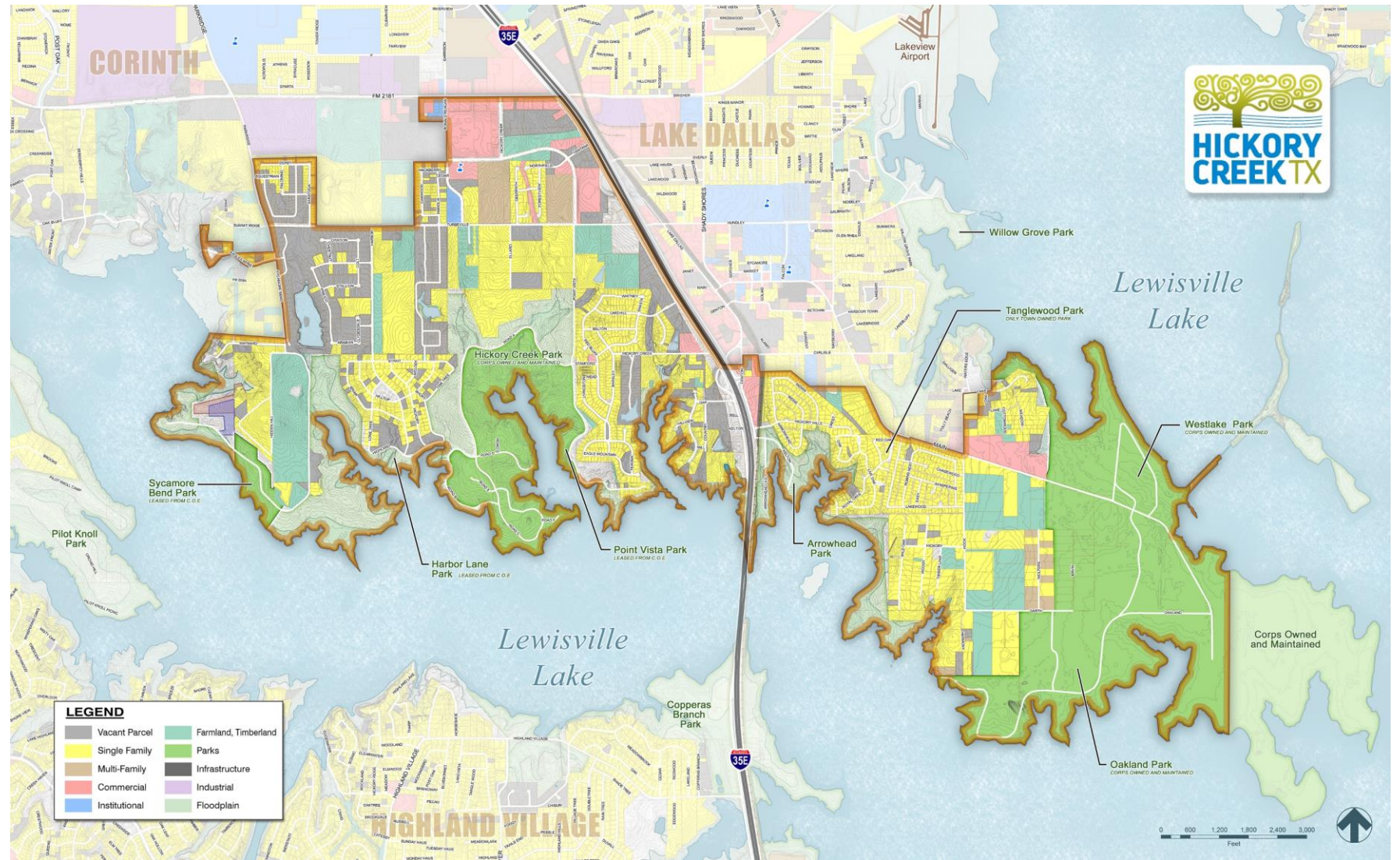
Key Point

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Key Point

3

- Existing Land Use
- Development Opportunities
- Transportation Linkages
- Gateway Opportunities



UNDERSTANDING ISSUES & OPPORTUNITIES

Key Point

1

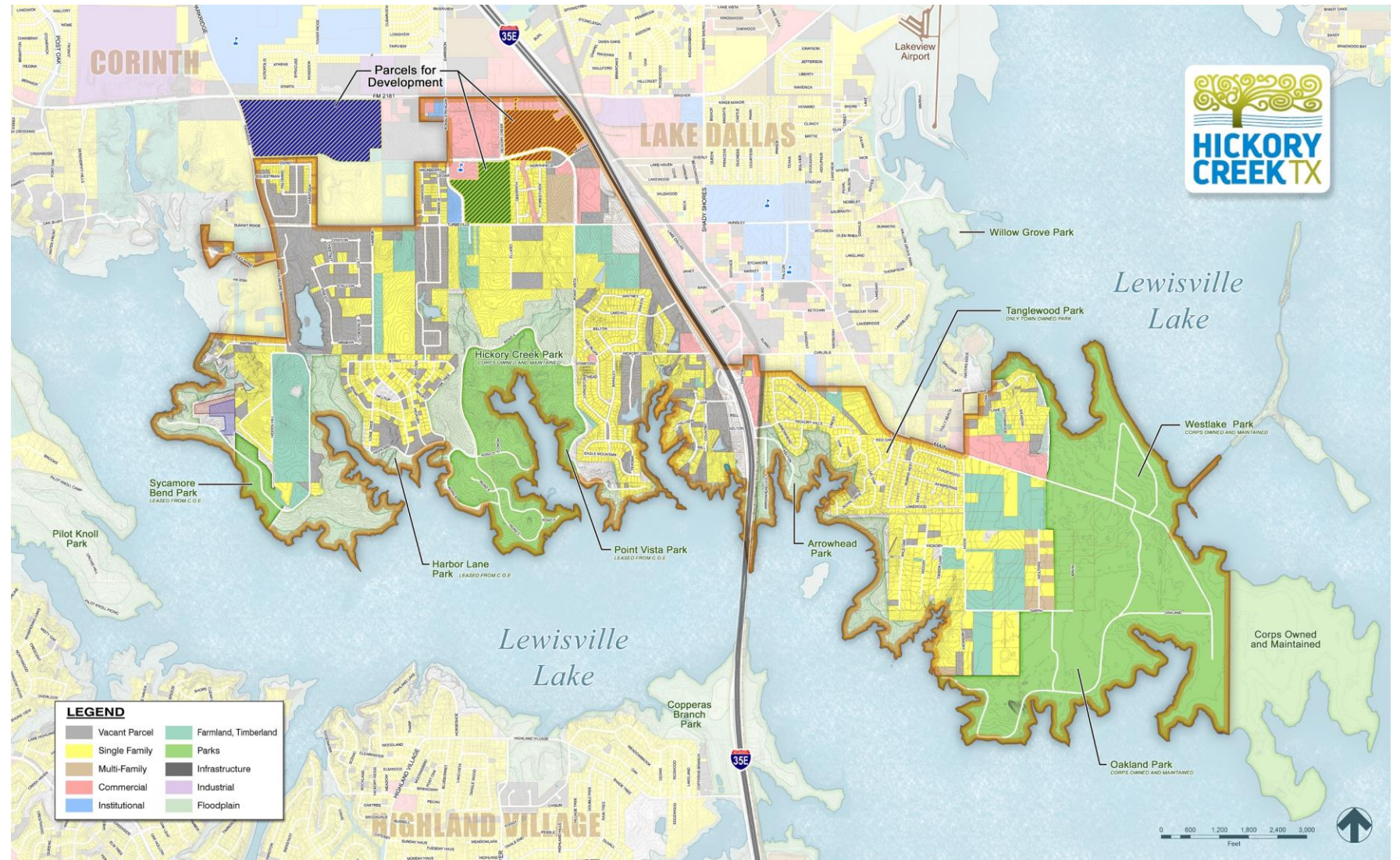
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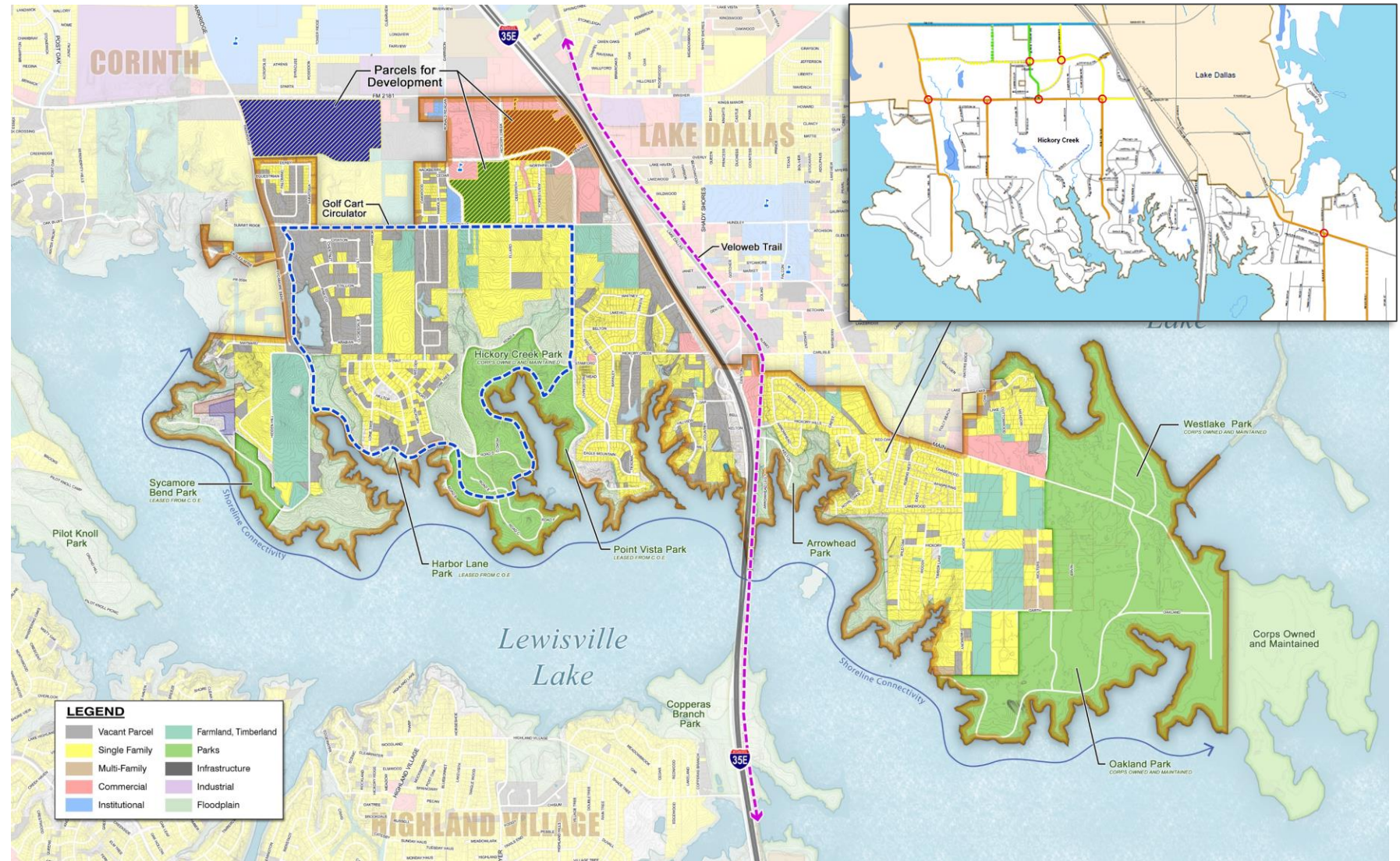
3

- Existing Land Use
- Development Opportunities**
- Transportation Linkages
- Gateway Opportunities



UNDERSTANDING ISSUES & OPPORTUNITIES

- Existing Land Use
- Development Opportunities
- **Transportation Linkages**
- Gateway Opportunities



UNDERSTANDING ISSUES & OPPORTUNITIES

Key Point

1

Key Point

2

Key Point

3

- Existing Land Use
- Development Opportunities
- Transportation Linkages
- Gateway Opportunities



UNDERSTANDING ISSUES AND OPPORTUNITIES

Key Point

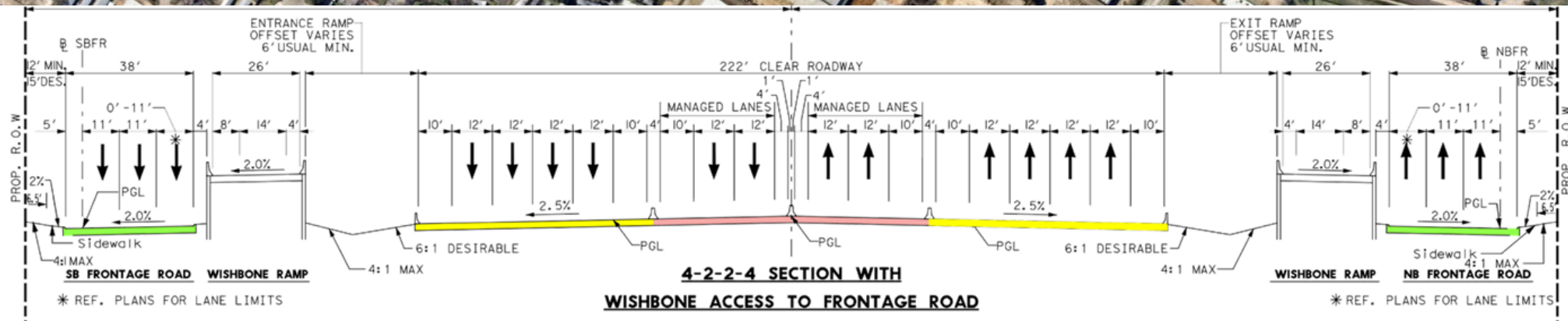
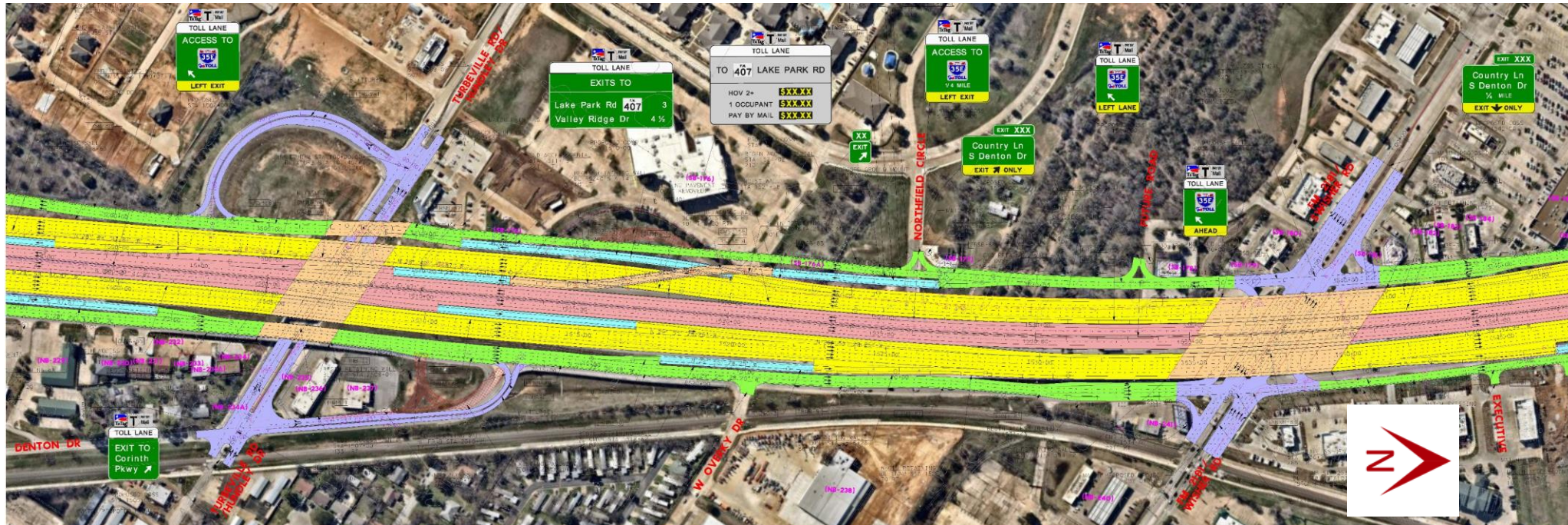
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UNDERSTANDING ISSUES AND OPPORTUNITIES

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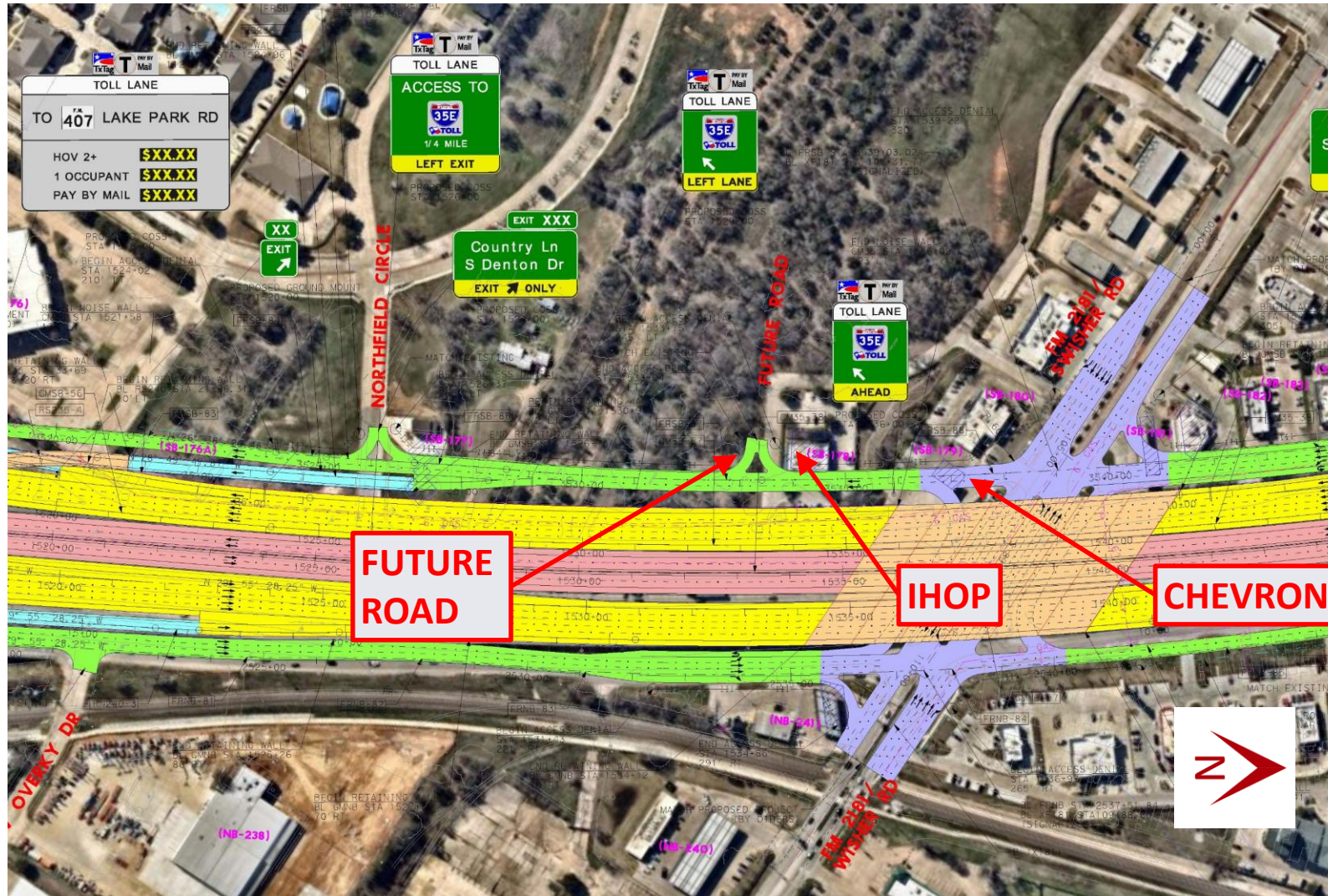
1

Key Point

2

Key Point

3



PROJECT EXPERIENCE



WALTER E. LONG METROPOLITAN PARK
FINAL MASTER PLAN

THE PENINSULA EVENT VENUE & PRESERVE



THE EXPO CENTER EVENT SPACE & PARK LAND



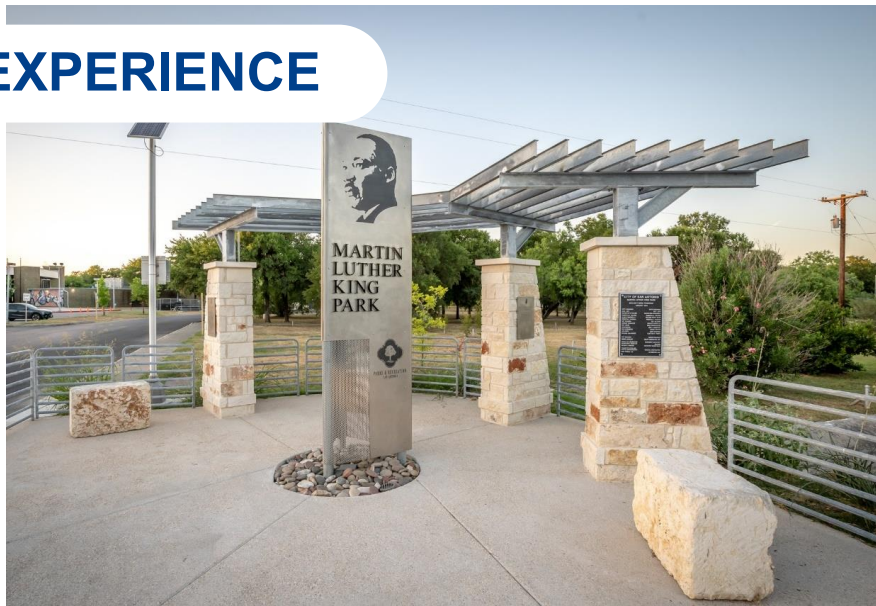
EXISTING PARK VISITOR CENTER & PARK SPACE



PROJECT EXPERIENCE

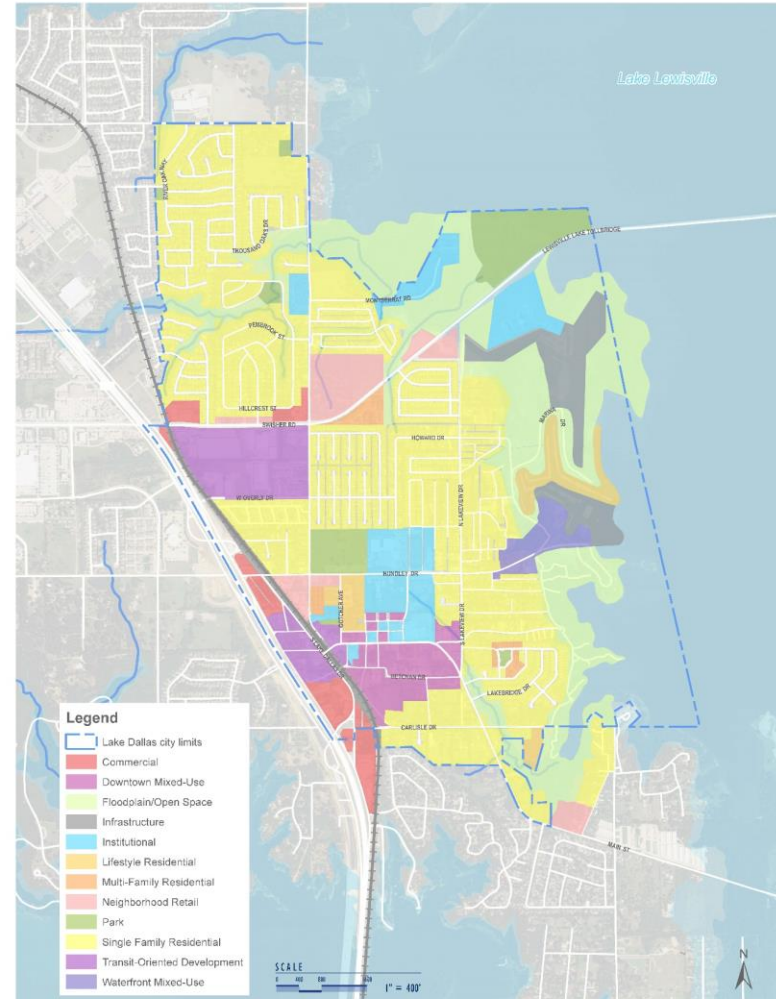


PROJECT EXPERIENCE

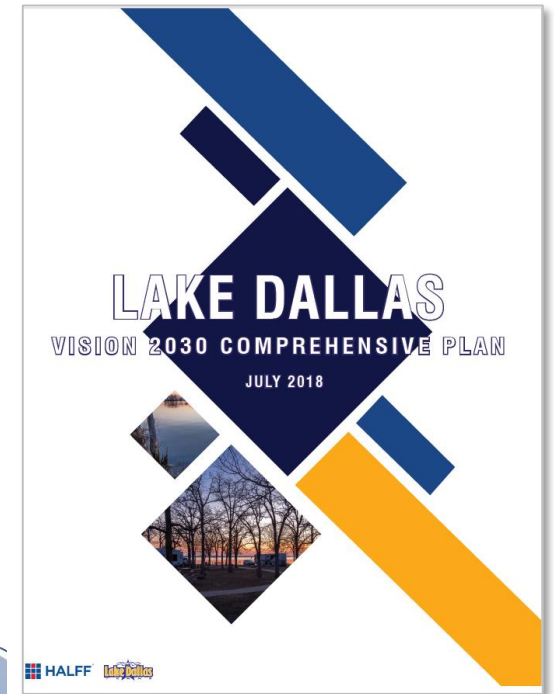


Lake Dallas Comprehensive Plan

- Leverage development along major corridors
- Revitalize downtown
- Connect to the Lake
- Revitalize housing stock



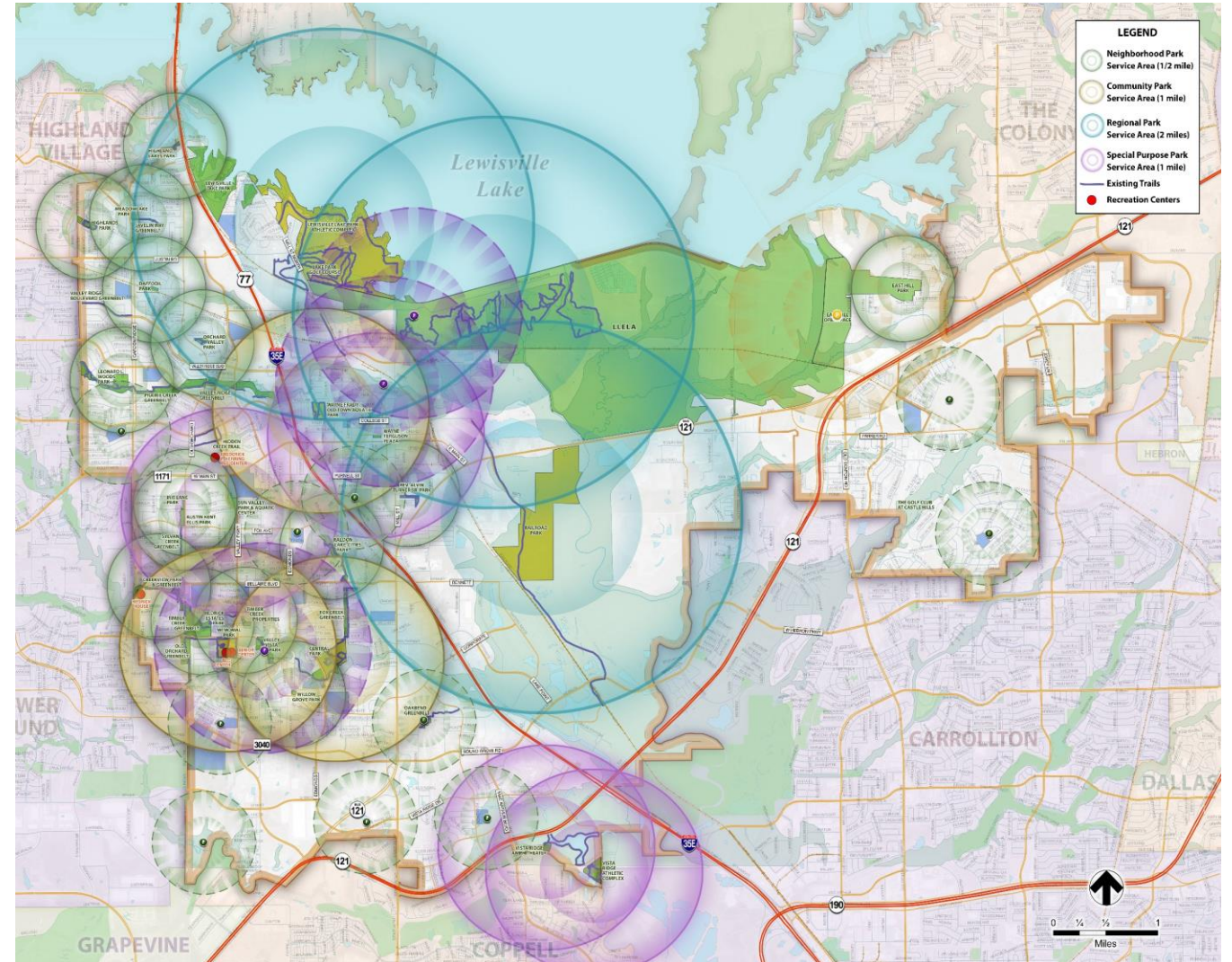
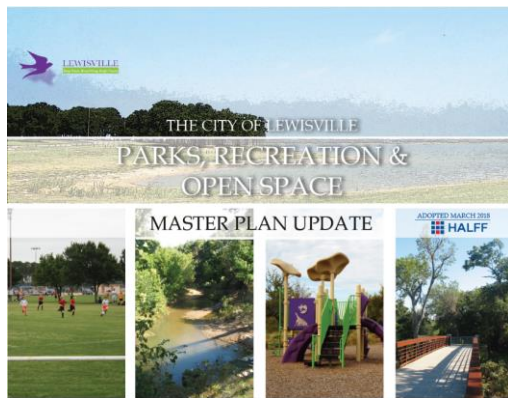
Future Land Use
VISION LAKE DALLAS 2030 COMPREHENSIVE PLAN
24 OCTOBER 2017



OTHER RECENT EXPERIENCE

Lewisville Park & Recreation Master Plan

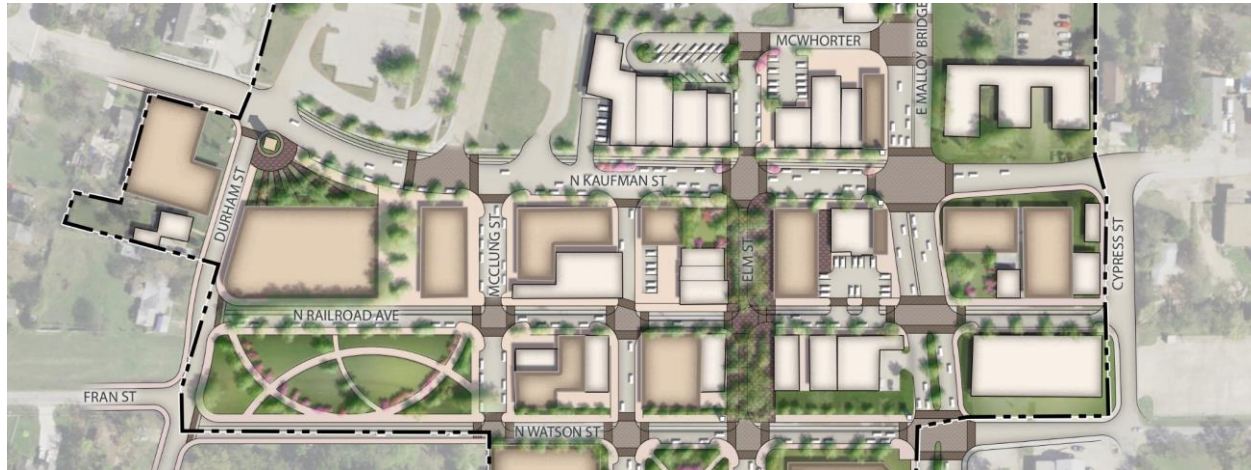
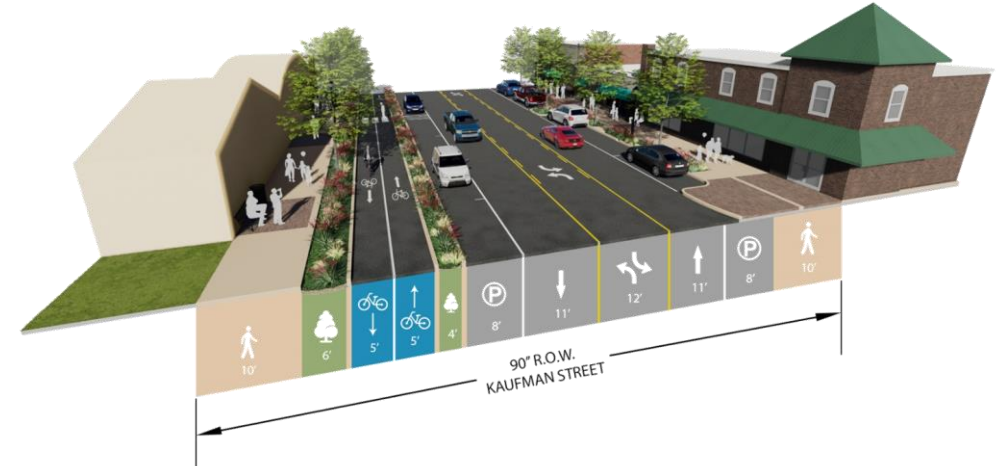
- Denton County community
- Capitalize on lakefront recreation opportunities
- Assess additional trail and bikeway connections
- Trail Plan component
- Regional Veloweb trail implementation



OTHER RECENT EXPERIENCE

Seagoville Downtown Corridor Study

- Small community
- Sought to create a vibrant downtown corridor
- Market assessment
- Strategies focused on creating community, character, and connectivity



OTHER RECENT EXPERIENCE

Colleyville Northern Gateway

- 60+ acre Site Development Plan
- Part of larger Comprehensive Plan effort
- Framework for attracting new, quality commercial development



Sachse, Texas

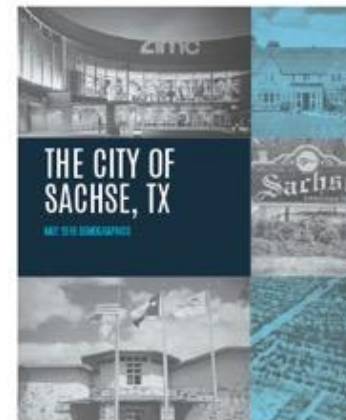
- Harness short-term momentum
- Retain long-term opportunities
- Charrette with market experts
- Fiscal Impact Analysis
- Scenario Planning



Fiscal Impact Scenario Analysis



Downtown Strategy



Market Analysis



Mixed-Use Scenario Development

Lewisville I-35E Corridor

- Protect corridor
- Encourage/foster unified vision across multiple ownerships
- Address regional drainage and infrastructure needs
- Activate the gateway
- Leverage TxDOT improvements

Short Term Opportunities

The primary recommendation for the west side of I-35E is to transform the remnants of vacant parcels into redevelopment opportunities. The character of development should utilize the Design Guidelines and be consistent with the Corridor Character Principles contained in the appendix to this document. Additionally, as an overall design and development principle, all development and access should orient to the lake.

- Redevelop the southwest corner of Garden Ridge Parkway and I-35E. Visible future uses include a hotel, commercial services, apartment complex or medium-density residential. The existing site is zoned retail per the City's Current Land Use plan. Future use of this property should consider the relationship with the lake by serving lake visitors from across the region.
- Provide landscape screening along parcel edges to buffer the single-family residential to the west.
- Locate a landmark/gateway element at Garden Ridge Boulevard as it is the first entrance into the City from the north. A fountain or other water-related theme could be sited at the northwest corner of I-35E on the remnant parcels leftover from highway widening.
- Locate a landmark/gateway feature east of I-35E at the transit station to link development east and west of the highway.



Figure 23 Subarea 1 - Short Term Strategies

Sub Area Scenarios

Priority	Ranking
Main Street, Lake Lewisville and the Mall area should be enhanced as regional gateways to and be enhanced as diverse, pedestrian oriented mixed-use shopping streets integrated with living, working and green spaces.	1
Corridor densities should be increased and include a vibrant mix of civic, office, retail and residential uses that leverage expanded transportation options, allow higher land utilization, and provide a higher tax base.	2
Frontage roads should be attractive with curb cuts organized through access management strategies.	3
Corridor design should achieve a signature landscape and provide scenic views.	4
Infrastructure improvements should be integrated with transportation improvements and be sufficient to address development growth in the corridor.	5
New buildings should incorporate design that respects the architectural style of existing key buildings, including the City Hall, but also explore other modern building forms.	6
A variety of connected mixed use places, providing employment, shopping, housing and recreating, should be located in the corridor to strengthen it as a destination for the neighborhoods and the region.	7
Underutilized buildings and parcels should be redeveloped to contain a mix of uses, such as office, retail and housing.	8
Corridor streetscapes should be designed with consistent materials to provide an enjoyable and safe experience for the pedestrian.	9
Undesirable views should be screened from the corridor, including industrial and service uses.	10

Priorities



407/I-35 Master Plan

CATALYST EXPERIENCE

Corinth I-35E Corridor

- Create sustainable development strategy
- Encourage/foster unified vision across multiple ownerships
- Enhance land use opportunities



Market-based concept plan



Calibration with I-35 Vision

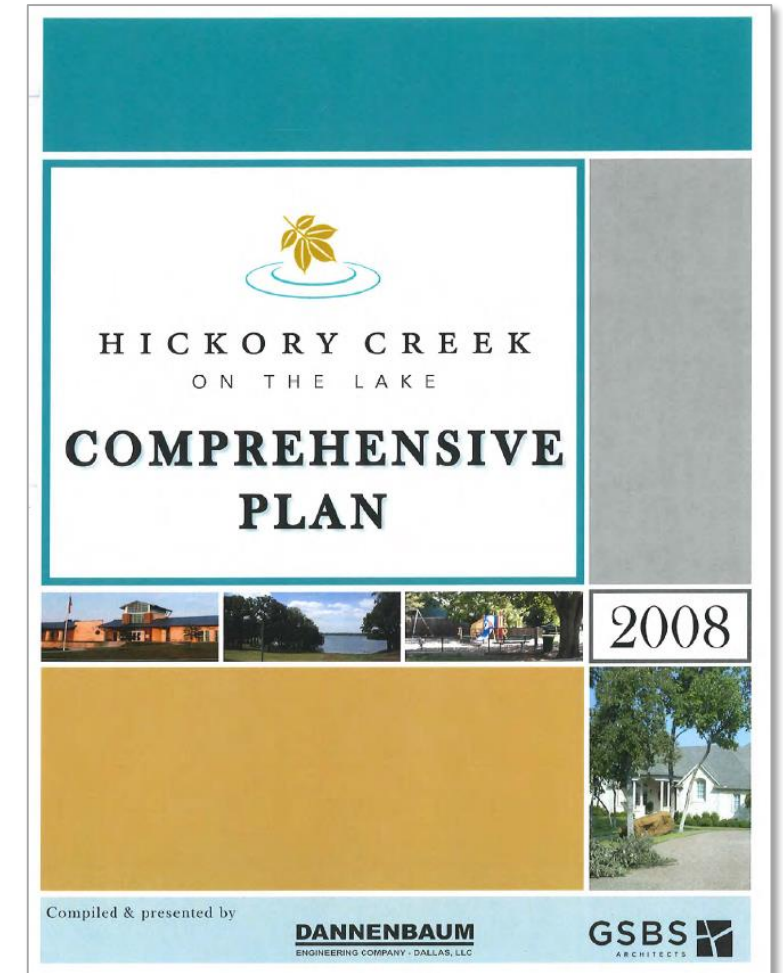


Entitlement Support

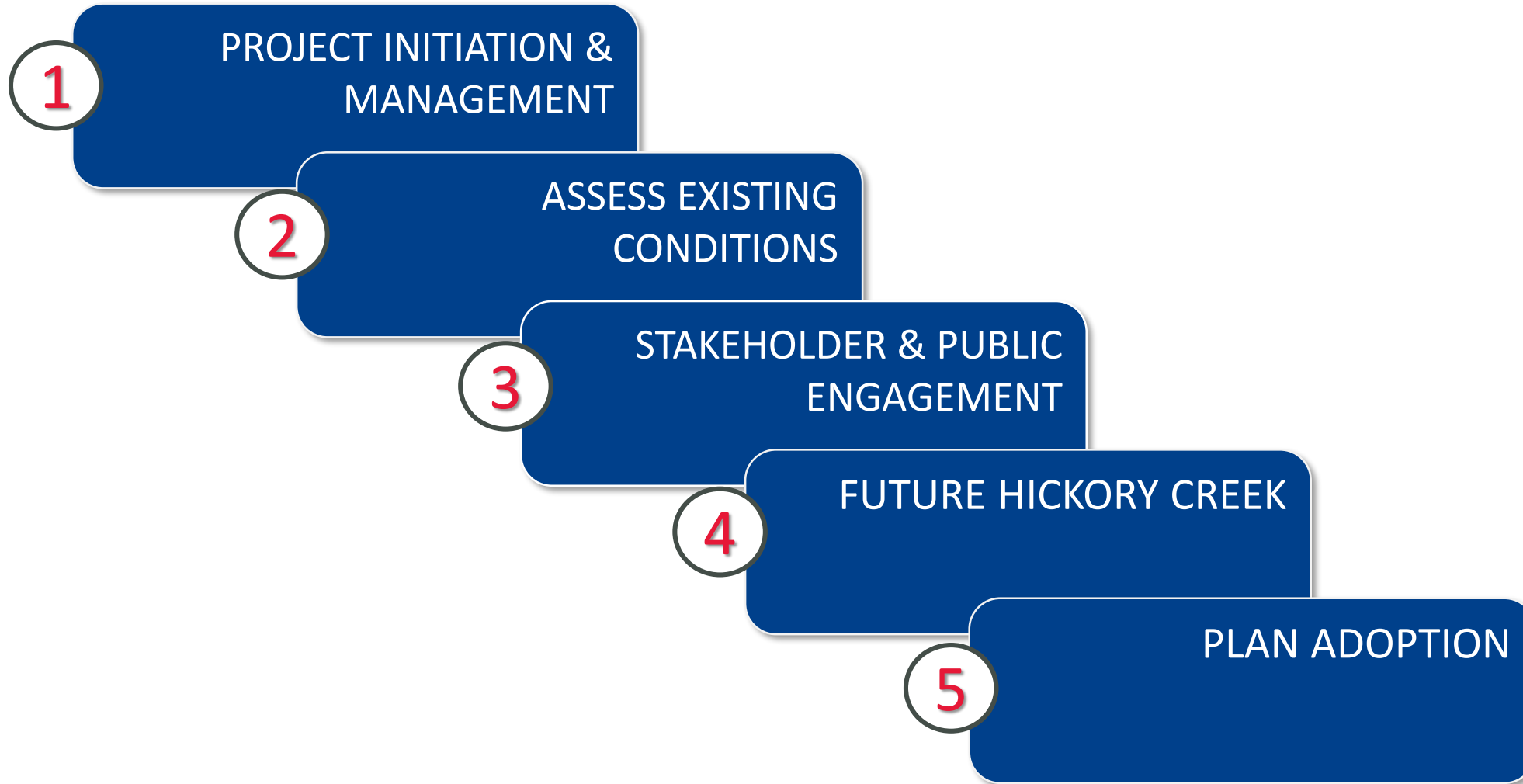


VALUE OF A STRATEGIC PLANNING APPROACH

- Updated Future Land Use Plan serves as basis for zoning updates
- Guides future growth and redevelopment
- Guides future capital investments, such as new city facilities
- Often leveraged to compete for grant funding
- Generates an understanding of the community's desired vision
- Engagement creates buy-in from residents and development community
- A once in a decade opportunity for communities!



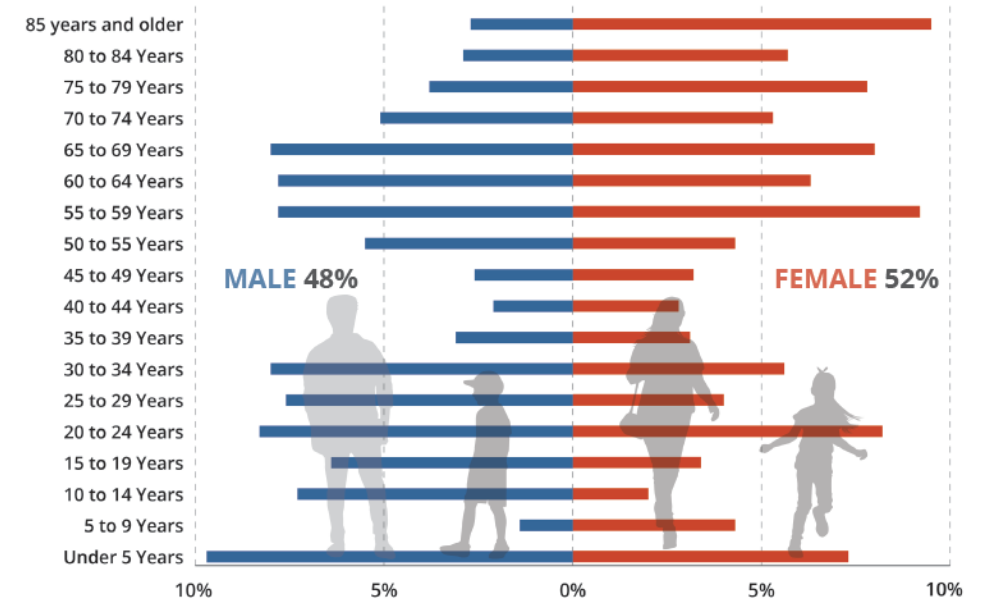
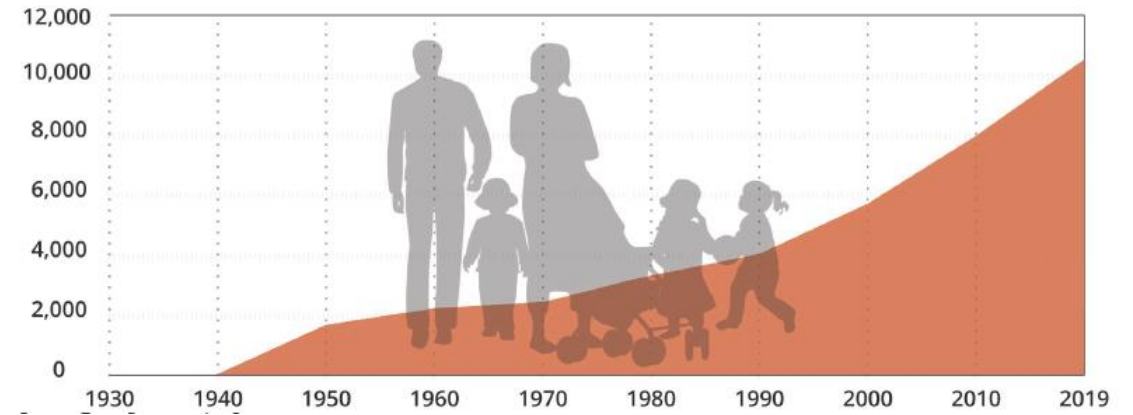
PROPOSED PLAN APPROACH



PLAN APPROACH – EXISTING CONDITIONS

We will work with you to truly understand Hickory Creek today...

- Demographics
- Population Projections
- Development Trends
- Issues and Opportunities
- Past Planning Efforts
- Record of Accomplishments since 2008 Plan



PLAN APPROACH – EXISTING CONDITIONS



We will work with you to understand what has happened since the 2008 plan.

2008 Goals	Current Status	Description
Become a Home Rule City	Almost	Population 4,700 (2018)
Support mixed-use development opportunities	Yes	Two (2) zoning categories for mixed-use <ul style="list-style-type: none"> • MU-1 – Mixed Use Suburban District • MU-2 – Mixed Use Regional District
Promote residential brownstones, lofts, and condominiums within mixed-use developments	Yes	Allowed in some zoning categories
Increase commercial development along Swisher Road, Point Vista Road, and IH-35E	Yes	<ul style="list-style-type: none"> • Swisher Road: Starbucks/ THR and RaceTrac • Point Vista Road: Angelina's • IH-35E: Elm Fork and Don Camillo's
Ensure commercial areas are unique and attractive	Yes	Most developments were created using a planned development (PD) zoning. PD allowed for unique improvements.
Preserve the rural nature and natural beauty of Hickory Creek	Yes	Rural roads (bar ditches), Parks, Lake, etc.



We need your input for the 2020 Goals. Here are some suggestions...

2020 Potential Goals	Description
Future Land Use Map Update	Update previous Land Use Plan (dated 2008)
Market Assessment	Identify market opportunities
Zoning Map Update	Update previous Zoning Map (dated 2005)
Review Polices\Procedures	Review Land Uses, Zoning, Development Process, Building Codes, Fees, incentives, grants, etc.
Mobility	Integrate trails, sidewalks, roads, into a cohesive transportation network
Community Livability\Quality of Life	Services, facilities, places...to improve livability and quality of life
Future Development Sites	Review development strategies for the remaining large tracts of land



Menu of potential engagement strategies...

- Steering Committee
- Stakeholder Focus Groups or Interviews
- Public Meetings
- Community Survey



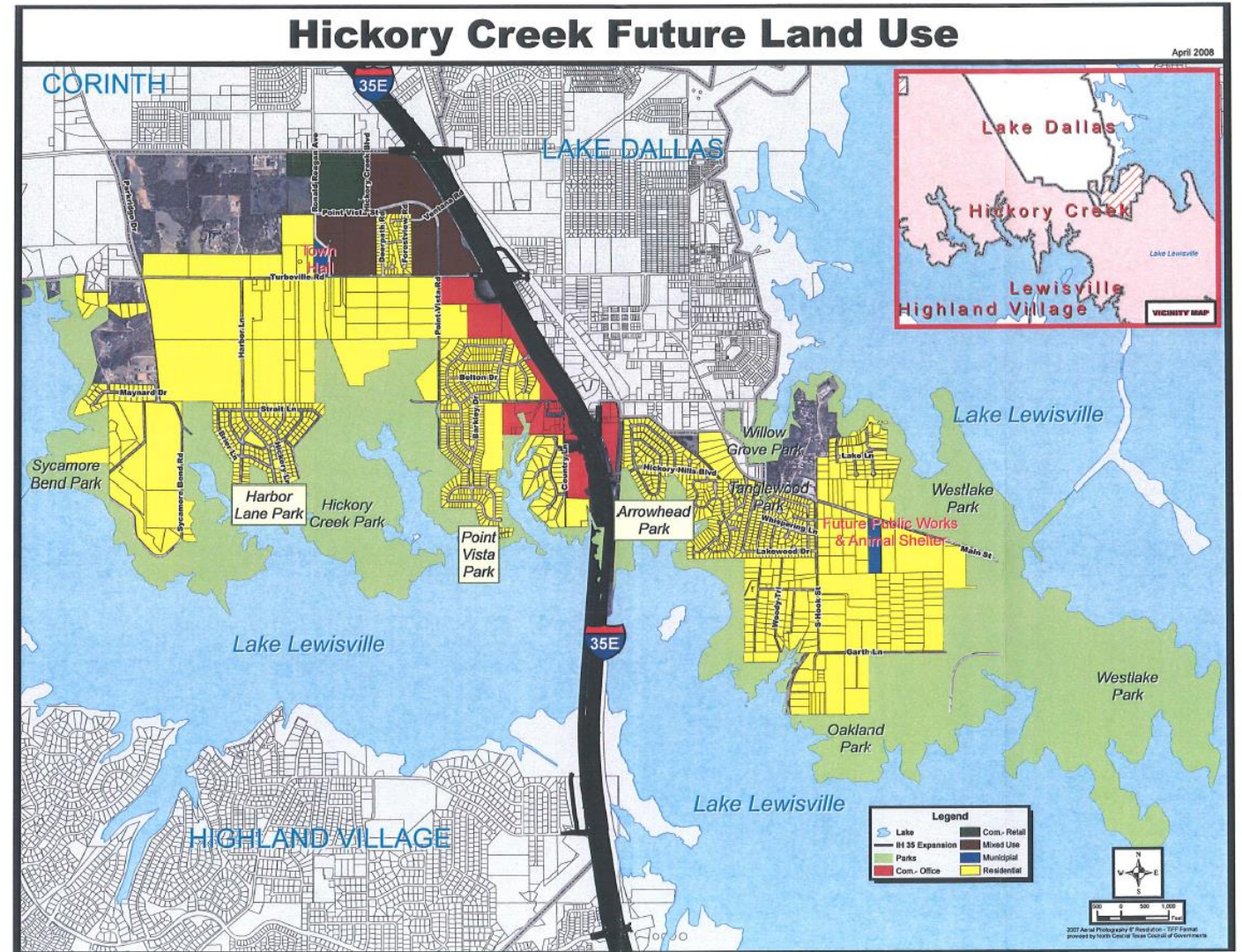
SUGGESTED STAKEHOLDERS

- Elected and Appointed Officials
- Hickory Creek EDC
- Lake Cities Chamber of Commerce
- Business/industry owners
- Landowners and developers
- Brokers and realtors
- Neighborhood Associations/HOAs
- Lake Dallas ISD
- Special interest groups
- Residents

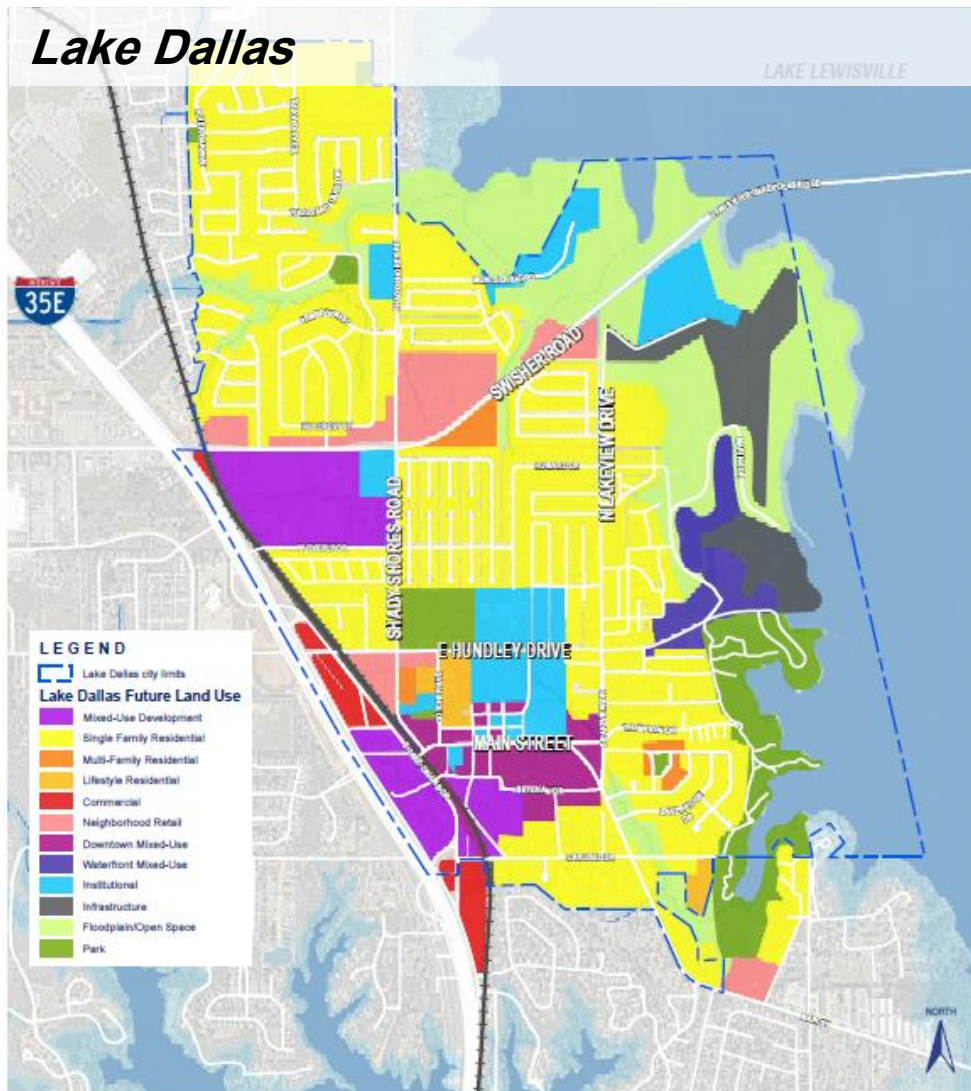
PLAN APPROACH – FUTURE LAND USE PLAN UPDATE

Future Land Use Map should...

- Be based on land use assumptions and population projections
- Identify intended character of future development and redevelopment
- Incorporate flexibility
- Provide guidance for zoning updates



Lake Dallas



MULTI-FAMILY RESIDENTIAL

Intent and Characteristics: Residential attached developments including duplexes and apartment complexes that are generally 18 dwelling units per acre or fewer. As shown in the future land use map, this category generally includes existing multi-family uses within the city.

Proposed Primary and Secondary Uses: Primary uses are multi-family attached residential and secondary uses are supporting amenities including parks, trails, open space, and schools. Neighborhood-serving non-residential could also be allowed as a secondary use.

Zoning Districts: Current zoning districts that are appropriate to implement the multi-family residential classification include R-2 Two-family Dwelling District and R-3 Multifamily Residence District.



NEIGHBORHOOD RETAIL

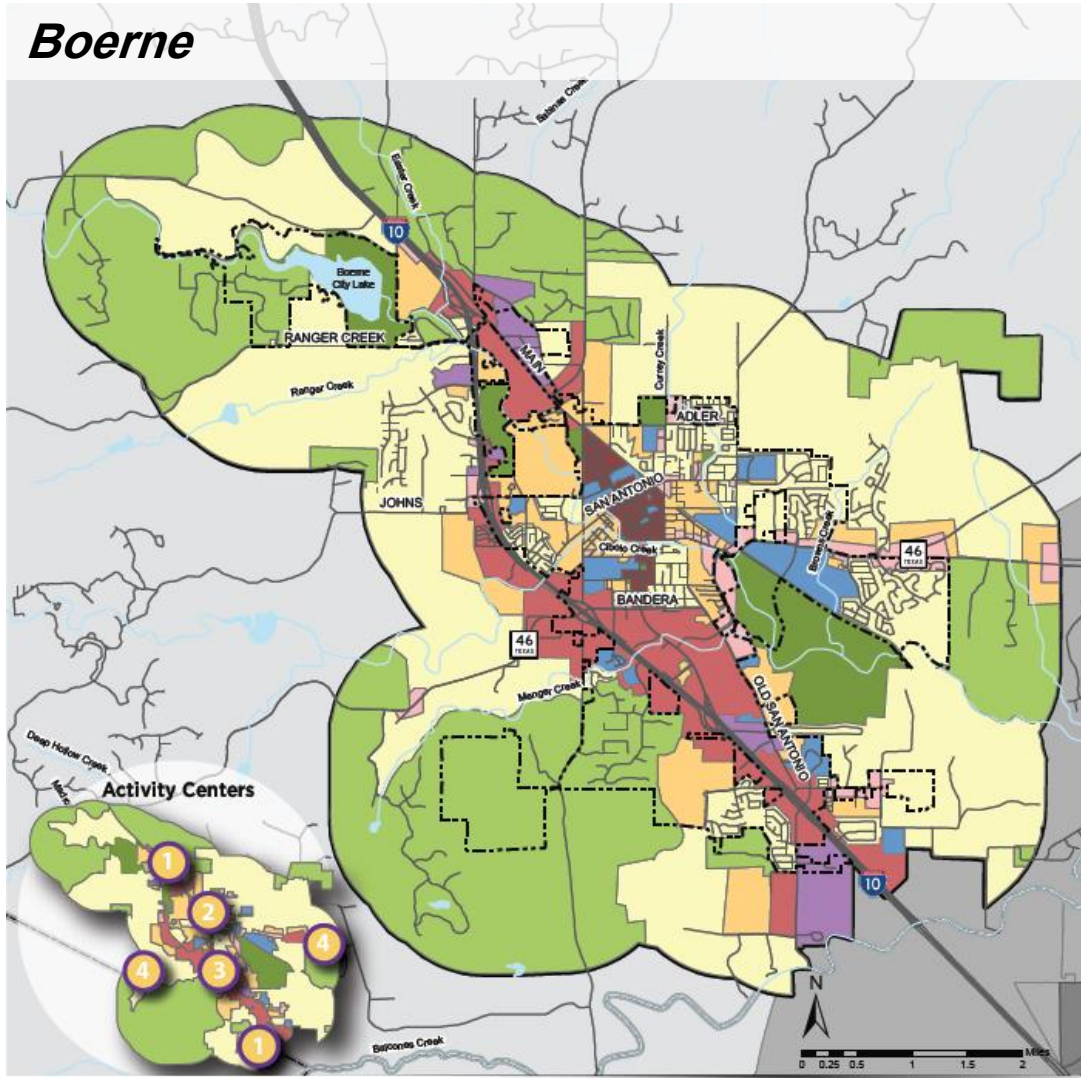
Intent and Characteristics: Neighborhood serving retail and office land uses located adjacent to neighborhoods. These developments typically are smaller than buildings in the commercial category, have smaller signage, landscaping, and screen parking. As shown in the future land use plan, areas for neighborhood commercial include along Swisher Road and south of Hundley Drive just east of the rail line.

Proposed Primary and Secondary Uses: Primary uses are professional office, food sales, convenience stores (not including gas stations), general retail sales, personal services, medical facilities, or restaurants. Secondary uses are institutional uses.

Zoning Districts: Current zoning districts that are appropriate to implement the neighborhood retail classification include C-1 Retail District, with modifications.



PLAN APPROACH – FUTURE LAND USE PLAN UPDATE



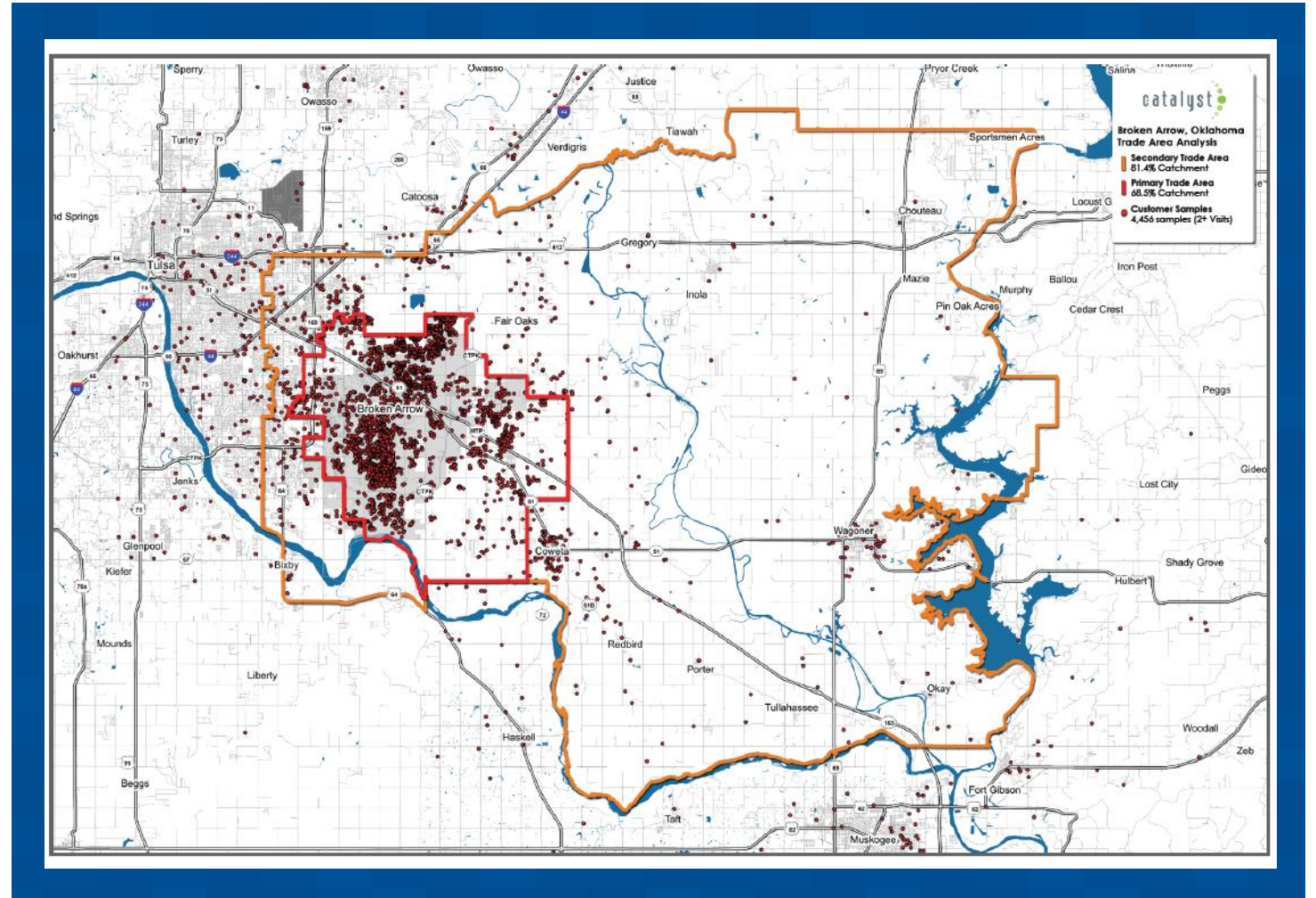
Future Land Use Category	Description	Map Color / Symbol	Acres	Percent
Parks & Open Space	This future land use category includes active and passive parkland, trails, and open spaces that have been designated for public purposes and recreational enjoyment. In some cases, it could include privately owned areas that are set aside for similar purposes.		1,377	4.8%
Rural Estate	This future land use category is intended for areas which will maintain a rural character. These areas are comprised of natural undeveloped areas, agriculture, and large, estate lots with large lot minimums and greater setbacks.		9,641	33.3%
Neighborhood Residential	This future land use category is intended for areas that will be primarily developed with new single-family detached residential subdivisions. Development reflects a suburban to auto-oriented character.		11,609	40.1%
Transitional Residential	This future land use category is intended for areas that will be primarily developed with a higher density and a variety of housing types. These areas are intended to be developed with an auto-oriented character.		2,129	7.4%
Neighborhood Commercial	This future land use category is intended for areas that will be developed primarily as nonresidential uses that are of a suburban character and an appropriate use, scale, and design that is compatible with abutting or nearby residential uses.		598	2.1%
Auto-Oriented Commercial	This future land use category is intended for areas that will be developed to support local and regional nonresidential businesses that rely on higher traffic volumes. While these areas will always be auto-oriented, there is room for higher quality development.		2,115	7.3%
Business/Office Park	This future land use category is intended to create opportunities for the proposed employment / commercial activity centers. These areas will be developed to support light manufacturing, light industrial, or warehousing uses, all primarily consisting of indoor uses.		572	2.0%



PLAN APPROACH – MARKET ASSESSMENT

Identifying market opportunities as part of a comprehensive plan will...

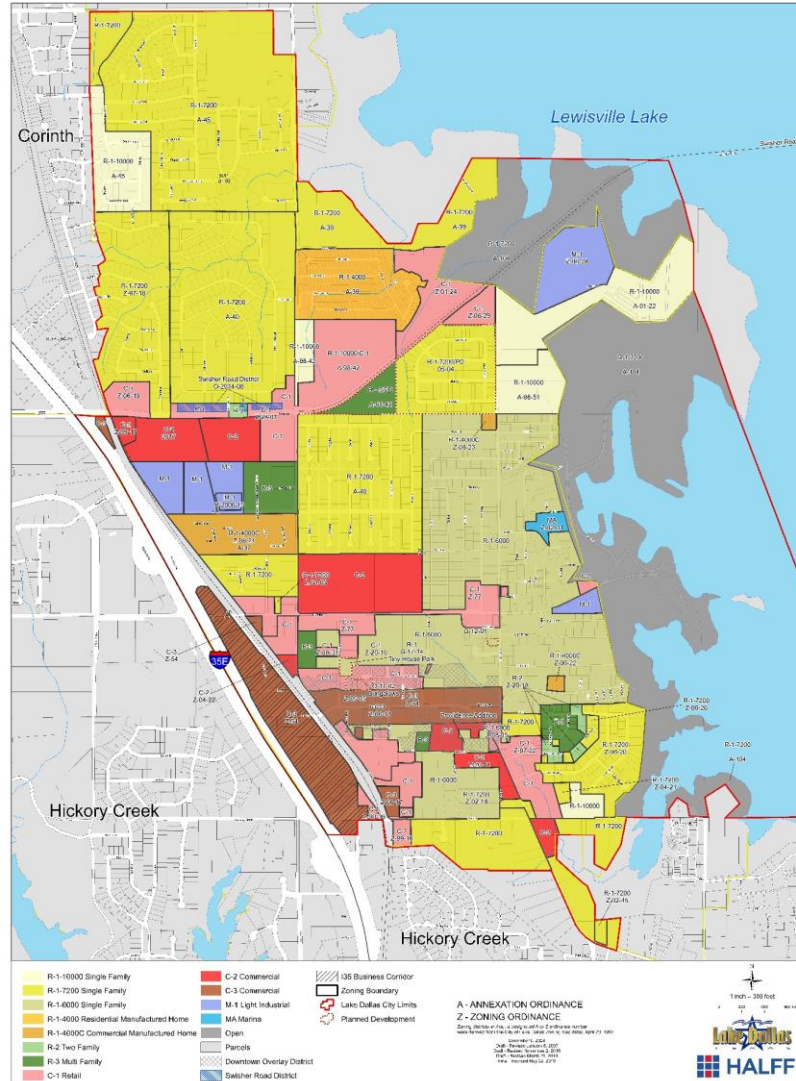
- Align land use and market needs
- Identify strategic development opportunities
- Leverage public investment for private dollars



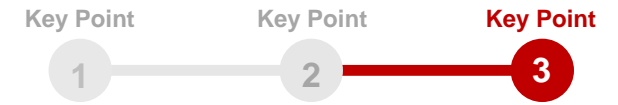
PLAN APPROACH – ZONING MAP DIGITIZATION

Benefits of map digitization...

- GIS format can be readily adjusted by staff
- Halff has 25 GIS Staff Members
- Zoning amendments can be made expeditiously
- Potential for interactive web mapping to facilitate the development process



PLAN APPROACH – POLICY DIRECTION



The Comprehensive Plan is the overarching policy document for the community...

- **Future Land Use & Development**
- Mobility
- Community Livability\Quality of Life
- Future Development Sites

Zoning

Building Codes

Development Review

Future Land Use

Incentives

Impact Fees



PLAN APPROACH – POLICY DIRECTION

The Comprehensive Plan is the overarching policy document for the community...

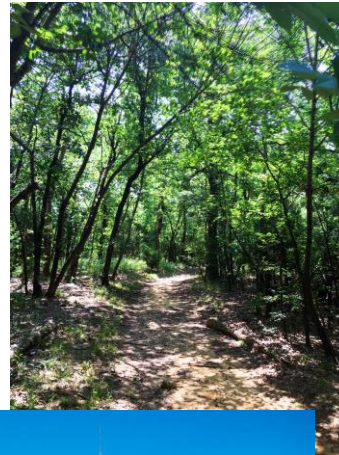
- Future Land Use & Development
- **Mobility**
- Community Livability\Quality of Life
- Future Development Sites



PLAN APPROACH – POLICY DIRECTION

The Comprehensive Plan is the overarching policy document for the community...

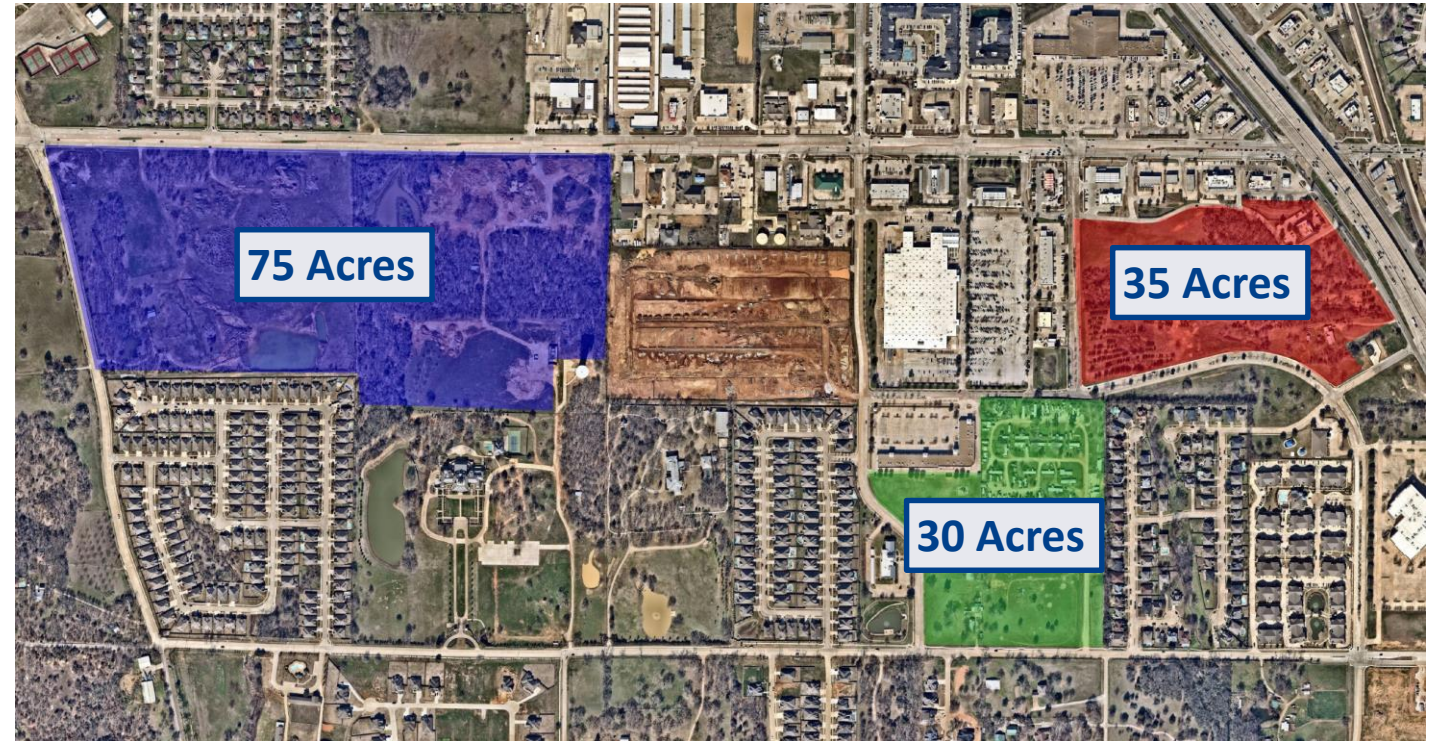
- Future Land Use & Development
- Mobility
- **Community Livability\ Quality of Life**
- Future Development Sites



PLAN APPROACH – POLICY DIRECTION

The Comprehensive Plan is the overarching policy document for the community...

- Future Land Use & Development
- Mobility
- Community Livability\ Quality of Life
- **Future Development Sites**



Tailor the approach to your needs...

- Traditional Comprehensive Plan Document
 - Existing Conditions
 - Community Input & Vision
 - Future Directions
 - Implementation
- Strategic Playbook
 - Future Land Use
 - Development Sites
 - Mobility

PLAN APPROACH – DELIVERABLE FORMAT

Key Point

Key Point

Key Point



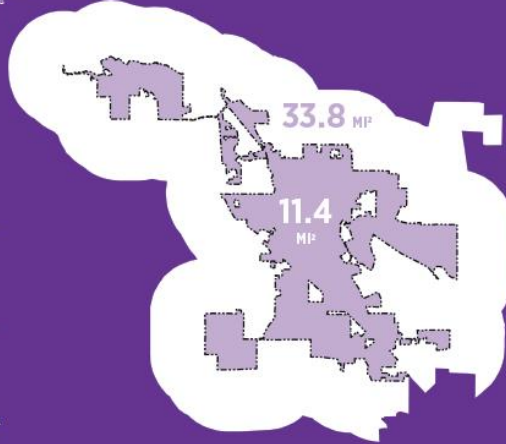
GROWTH & CAPACITY

The management of stormwater drainage, provision of adequate quantities of clean potable water, and safe distribution and treatment of wastewater is essential for the health and well-being of any city. Over the years, the City has developed policies and practices to ensure the provision of these key utilities and to steer community growth while doing so. As development continues to occur at a rapid pace in Boerne, it is important that the infrastructure system expands concurrent with the growth of the City and remains well maintained.

13.3 MI²
WATER SERVICE AREA

10.8 MI²
WASTEWATER SERVICE AREA

3.1 MI²
RECYCLED WATER SERVICE AREA



WATER CUSTOMERS

5,939

4,939 RESIDENTIAL
947 COMMERCIAL
53 MUNICIPAL

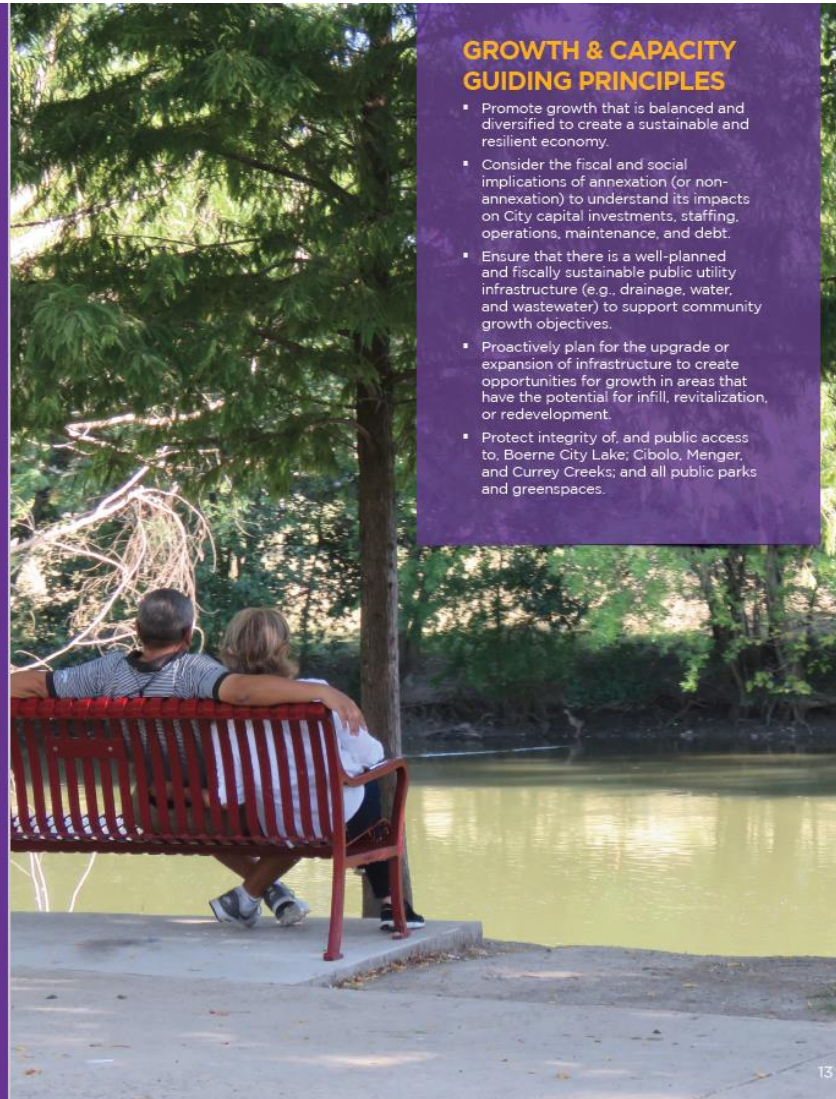
WASTEWATER CUSTOMERS

5,338

4,78 RESIDENTIAL
540 COMMERCIAL
20 MUNICIPAL

11%

OF BOERNE IS IN THE 100-YEAR FLOODPLAIN



GROWTH & CAPACITY GUIDING PRINCIPLES

- Promote growth that is balanced and diversified to create a sustainable and resilient economy.
- Consider the fiscal and social implications of annexation (or non-annexation) to understand its impacts on City capital investments, staffing, operations, maintenance, and debt.
- Ensure that there is a well-planned and fiscally sustainable public utility infrastructure (e.g., drainage, water, and wastewater) to support community growth objectives.
- Proactively plan for the upgrade or expansion of infrastructure to create opportunities for growth in areas that have the potential for infill, revitalization, or redevelopment.
- Protect integrity of, and public access to, Boerne City Lake, Cibolo, Menger, and Currey Creeks; and all public parks and greenspaces.

- Summary Document
- Technical Document

BOERNE 2018 MASTER PLAN

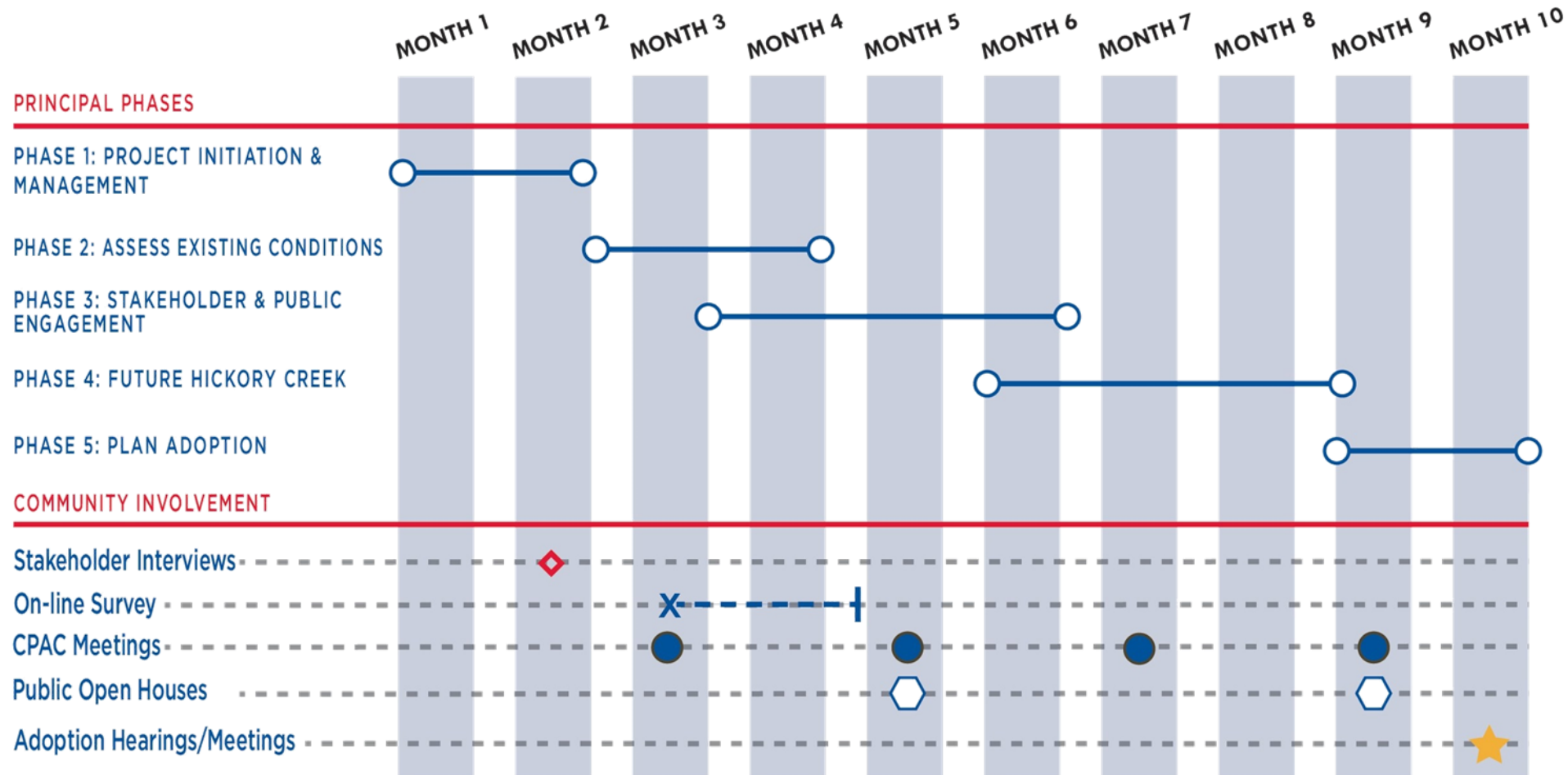
Technical Plan

Adopted August 28, 2018



ANTICIPATED TIMELINE

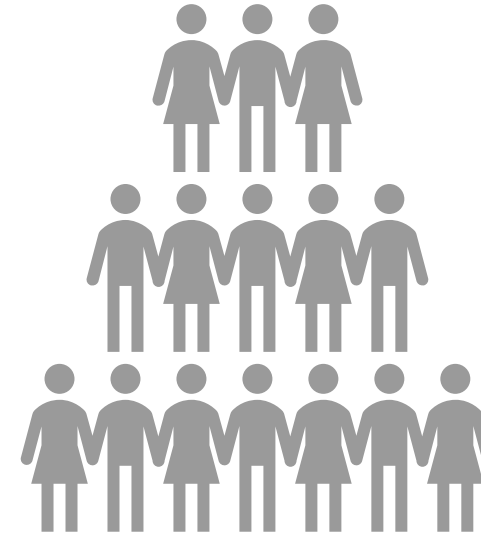
HICKORY CREEK COMPREHENSIVE PLAN, PROJECT SCHEDULE



OUTCOMES OF A HALFF COMPREHENSIVE PLAN



DEVELOPMENT



GROWTH



MAPPING



FUNDING



OUR COMMITMENT TO RESULTS

Keys to Success:

- Proven team
- Local familiarity
- Full service, planning, landscape architecture & engineering core team
- Halff reputation



THANK YOU!

QUESTIONS?

Item Attachment Documents:

11. Presentation from Dunaway regarding the Parks, Recreation and Open Space Master Plan.



2020

Parks, Recreation & Open Space Master Plan



ACKNOWLEDGMENTS

The Town of Hickory Creek provided ongoing support to the Dunaway Team throughout the Master Planning process. A special thanks to the following individuals who participated:

TOWN COUNCIL

LYNN CLARK

Mayor

TRACEE ELROD

Place 1

RICHARD DUPREE

Place 2

CHRIS GORDON

Place 3

PAUL KENNEY

Mayor Pro Tem

IAN THEODORE

Place 5

TOWN STAFF

JOHN SMITH

Town Administrator

KRISTINA SMITH

Administrative Assistant

JEFFREY McSPEDDEN

Public Works Director

DUNAWAY TEAM

PHILIP NEELEY, ASLA

Project Director

ELIZABETH McILRATH, ASLA

Project Manager

KOURTNEY GOMEZ

Graphic Designer

ANDREA THOMAS

National Service Research

STEERING COMMITTEE

BRUCE ENRIQUEZ

CALIN GIUROIU

JACK MILLER

JAMES SCHULTZ

JOHN GROSSKOPF

KERBY PIERRE

LINDA CAWLEY

LINDA FULFER

LISA ROWELL

MANDY LARKIN

NANCY KOKET

NICHOLAS WILSON, USACE

NICOLE WRIGHT

OMAR FLORES

SHARON STRATMAN

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INTRODUCTION

INTRODUCTION

Hickory Creek is nestled along the north side of the Hickory Creek arm of Lewisville Lake, offering a beautiful setting for its residents and visitors. This lakefront setting includes a nice range of parks, nature trails, boat ramps, and scenic open spaces. For decades, the citizens of Hickory Creek have enjoyed a relaxed, small town atmosphere, as well as, the convenience of the thriving business district along I-35E.

The population of Hickory Creek is currently just under 4,600 residents. Citizens of all ages enjoy the year-round resources at the seven U.S. Army Corps of Engineers (USACE) parks on Lewisville Lake. These include: Arrowhead Park, Harbor Lane Park, Hickory Creek Park, Point Vista Park, Sycamore Bend Park, Oakland Park, and Westlake Park. Four of these parks are operated and maintained by Hickory Creek with a lease agreement between the Town and the USACE. These parks include Arrowhead Park, Harbor Lane Park, Sycamore Bend Park, and Point Vista Park. Other parks in Hickory Creek's system include Tanglewood Park & Town Hall Park (future).

As the community has grown and diversified, it has increased the need for Town leaders to plan for quality parks and recreational resources to serve all of Hickory Creek. To this end, the Town commissioned Dunaway Associates to prepare a Parks, Recreation and Open Space Master Plan. The team conducted an interactive process that engaged Town staff, Town leaders, a specially appointed Steering Committee, and the citizens at large. The resulting Master Plan will serve as a strategic tool for fiscal planning, key partnerships, and park development across Hickory Creek's park system over the next five to ten years.





METHODOLOGY

METHODOLOGY

Throughout the master planning process, the Dunaway team worked closely with Town staff, Town Council, and the Steering Committee who had input at several key meetings to help guide the process and gain consensus for the initial findings.

The Master Plan was prepared using a two-phase planning process. Phase I focused on the Inventory and Needs. Phase II involved recommendations, implementations & preparation of the Master Plan document. A detailed outline of the process is as follows:

PHASE I - INVENTORY & NEEDS



Task 1 - Data Collection & Base Mapping

The team prepared a base map from the GIS data provided by the Town. The base map illustrated information such as existing park sites, schools, Town facilities, drainage corridors, streets, etc.



Task 2 - Inventory & Supply Analysis

The team was provided a current inventory of the entire park system. Team members and Town staff performed a tour of the existing parks and recreational facilities available through the Town. Each site was documented for its existing conditions and amenities.



Task 3 - Population & Demographic Trends

The team obtained the latest updates of demographic and population data from Town staff and the North Central Texas Council of Governments (NCTCOG). This included factors of population, race, housing, employment, income, and future growth.



Task 4 - Standards Analysis

The team utilized some of the published recommendations by the National Recreation and Park Association (NRPA), as well as local DFW guidelines, for evaluating standards for both park acreages and facilities.



Task 5 - Public Input & Needs Assessment

With National Service Research leading this effort, a series of steps were utilized to determine the park and recreation needs of the community. This included two (2) visioning sessions with Hickory Creek citizens, and then an online survey through the Town's website. From the feedback, the team was able to quantify the specific needs of the citizens.



PHASE II - MASTER PLAN



Task 6 - Priority Rankings

The team developed a priority criteria system for ranking high, moderate, and low priority needs. From these criteria, a weighted priority ranking was established based upon input from the Citizen Survey, Steering Committee, Town staff, and Dunaway team.



Task 7 - Action Plan

The team prepared specific recommendations in an Action Plan that outlines renovations and new development of parks and recreational facilities to meet future needs within the community.



Task 8 - Implementation Plan

An Implementation Plan was developed for projected costs within the Action Plan. This included funding recommendations that could be utilized over the next 10 years, as well as ordinance recommendations pertaining to future development requirements.



Task 9 - Preliminary Master Plan

The team prepared the Preliminary Park Master Plan document outlining the entire process, findings, and recommendations. This included preparing exhibits/maps for the items recommended with the Action Plan.



Task 10 - Final Master Plan

The team prepared the Final Master Plan document. This task included final presentations to the Park Board and the Town Council.





INVENTORY

INVENTORY

Utilizing information provided by Town staff, a complete inventory of existing parks, recreation facilities and open spaces that the Town owns or operates was compiled. From this inventory, Dunaway staff toured and photographed each park site throughout Hickory Creek. Acreage and amenity inventories for each of the Town-owned parks, as well as for the parks owned by the United States Army Corps of Engineers and leased by the Town, were provided to Dunaway.



TOWN HALL PARK (FUTURE)



LOCATION:
1705 Ronald Reagan Ave

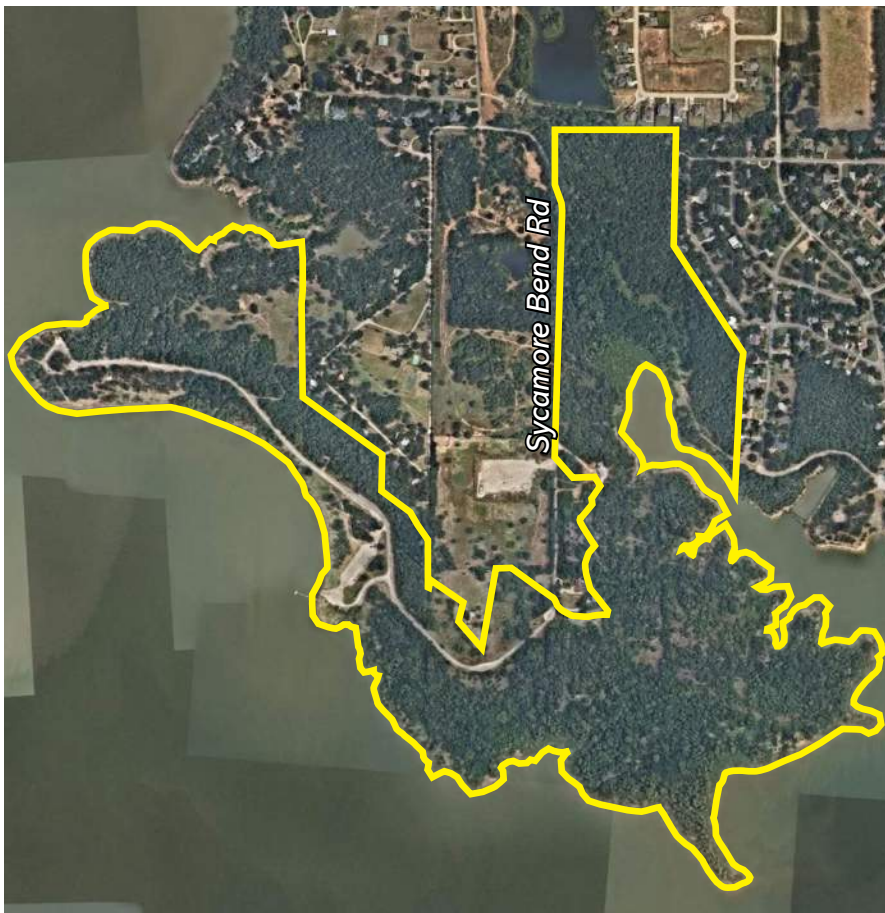
ACRES:
4.5

CLASSIFICATION:
Community Park

- AMENITIES:**
- Picnic Tables - 2
 - Walking Trails - 1
 - Multi-Purpose Dock - 1
 - Veterans Memorial - 1



SYCAMORE BEND PARK*



LOCATION:

1301 Sycamore Bend Rd

ACRES:

157.38

CLASSIFICATION:

Metropolitan Park

AMENITIES:

- Grills - 25
- Pavilions - 1
- Picnic Tables - 29
- Fire Pit - 1
- Playgrounds - 1
- Restrooms - 2
- Trash Barrels - 30
- Walking Trail - 1
- Boat Ramps - 1
- Dock - 1
- Campsites - 15

* This park is owned by the United States Army Corps of Engineers and leased by the Town.



PRATT FARM (FUTURE)



LOCATION:
Sycamore Bend Rd

ACRES:
9.13

CLASSIFICATION:
Neighborhood Park

AMENITIES:

- Undeveloped



HARBOR LANE PARK*



LOCATION:
1500 Highland Rd

ACRES:
22.01

CLASSIFICATION:
Community Park

- AMENITIES:**
- Benches - 1
 - Grills - 8
 - Picnic Tables - 20
 - Playgrounds - 1
 - Restrooms - 1
 - Trash Barrels - 11
 - Bike Rack - 1
 - Walking Trail - 1

* This park is owned by the United States Army Corps of Engineers and leased by the Town.



POINT VISTA PARK (POINT)*



LOCATION:
1301 Point Vista

ACRES:
26.78

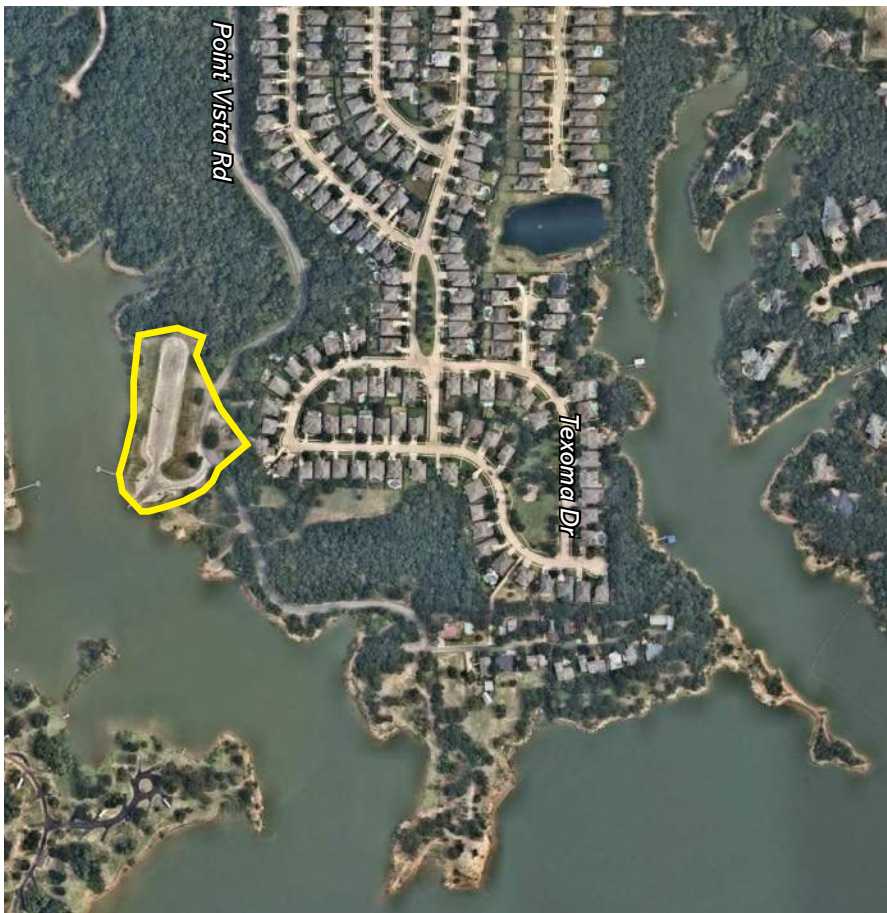
CLASSIFICATION:
Community Park

- AMENITIES:**
- Grills - 4
 - Picnic Tables - 7
 - Trash Barrels - 8
 - Walking Trail - 1

* This park is owned by the United States Army Corps of Engineers and leased by the Town.



POINT VISTA PARK (RAMP)*



LOCATION:
1301 Point Vista

ACRES:
3.6

CLASSIFICATION:
Metropolitan Park

- AMENITIES:**
- Grills - 1
 - Picnic Tables - 5
 - Playgrounds - 1
 - Restrooms - 1
 - Trash Barrels- 10
 - Boat Ramps - 1

* This park is owned by the United States Army Corps of Engineers and leased by the Town.



ARROWHEAD PARK*



LOCATION:
1 Kelton Ave

ACRES:
52.42

CLASSIFICATION:
Metropolitan Park

AMENITIES:

<u>Leg 1</u>	<u>Leg 2</u>
• Grills - 3	• Benches - 6
• Picnic Tables - 3	• Grills - 12
• Restrooms - 1	• Pavilions - 1
• Trash Barrels - 15	• Picnic Tables - 12
• Walking Trail - 1	• Playgrounds - 1
• Boat Ramp - 1	• Restrooms - 1
	• Trash Barrels - 14
	• Walking Trail - 1
	• Boat Ramp - 1

* This park is owned by the United States Army Corps of Engineers and leased by the Town.



TANGLEWOOD PARK



LOCATION:
661 Main St

ACRES:
0.7

CLASSIFICATION:
Neighborhood Park

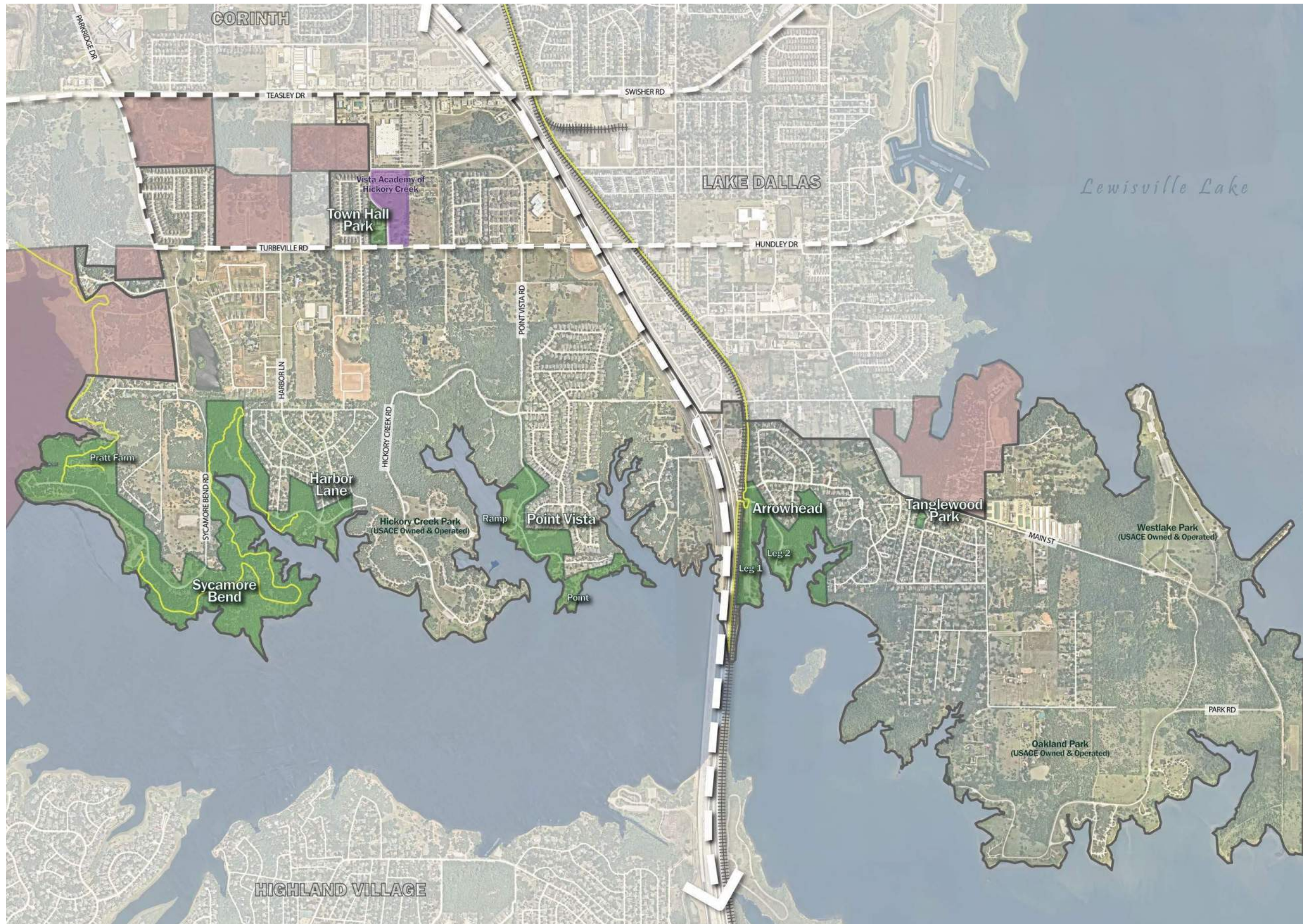
- AMENITIES:**
- Benches - 3
 - Picnic Tables - 3
 - Playgrounds - 1
 - Trash Barrels - 2
 - Basketball Courts - 1
 - Bike Rack - 1



PARK INVENTORY

Park Name	Park Address	Classification	Acres	Benches	Drinking Fountains	Gazebos	Grills	Fire Pit	Pavilions	Picnic Shelters	Picnic Tables	Playgrounds	Restrooms	Trash Barrels	Baseball Fields	Bleachers	Basketball Courts	Concession Stand	Football Field	Players' Benches	Soccer Fields	Softball Fields	Tennis Courts	Bike Rack	Volleyball Courts	Walking Trail	Boat Ramps	Dock	Campsites	Veteran's Memorial
Town Hall Park	1705 Ronald Reagan Ave	Community	4.5	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	1	-	1
Sycamore Bend Park	1301 Sycamore Bend Rd	Metropolitan	157.38	-	-	-	25	1	1	-	29	1	2	30	-	-	-	-	-	-	-	-	-	-	-	1	1	1	15	-
Pratt Farm	Sycamore Bend Rd	Neighborhood	9.13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Harbor Lane Park	1500 Highland Rd	Community	22.01	1	-	-	8	-	-	-	20	1	1	11	-	-	-	-	-	-	-	-	-	1	-	1	-	-	-	-
Point Vista Park (Point)	1301 Point Vista	Community	26.78	-	-	-	4	-	-	-	7	-	-	8	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-
Point Vista Park (Ramp)	1301 Point Vista	Metropolitan	3.6	-	-	-	1	-	-	-	5	1	1	10	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-
Arrowhead Park	1 Kelton Ave	Metropolitan	52.42																											
Leg 1				-	-	-	3	-	-	-	3	-	1	15	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-
Leg 2				6	-	-	12	-	1	-	12	1	1	14	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-
Tanglewood Park	661 Main St	Neighborhood	0.7	3	-	-	-	-	-	-	3	1	-	2	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-
Total:			276.52	10			53	1	2		81	5	6	90			1							2	6	4	2	15	1	





Existing Parks

- Parks
- Schools
- ETJ
- Hike & Bike Trails
- Flowage Easement
- FEMA
- Major Roadways
- Railroads





POPULATION & DEMOGRAPHICS

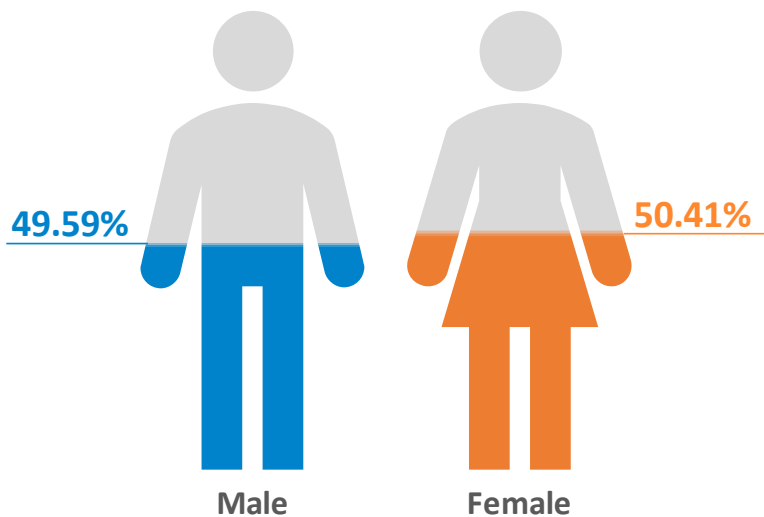
POPULATION & DEMOGRAPHICS

The population of a community can be evaluated in a variety of ways for purposes of park planning, both physically and financially. The offering of public facilities is based in part on the consumption characteristics of the residents. This is true in planning for recreational needs within Hickory Creek. The location, size, and amenities of parks should be based on the density and distribution of the population as recipients of these services. In order to assist in forecasting the future park and recreation needs throughout Hickory Creek, this section provides information on some particular characteristics over the past five to seven years. Data was obtained through The Retail Coach, LLC that was prepared for Hickory Creek's Economic Development Corporation.

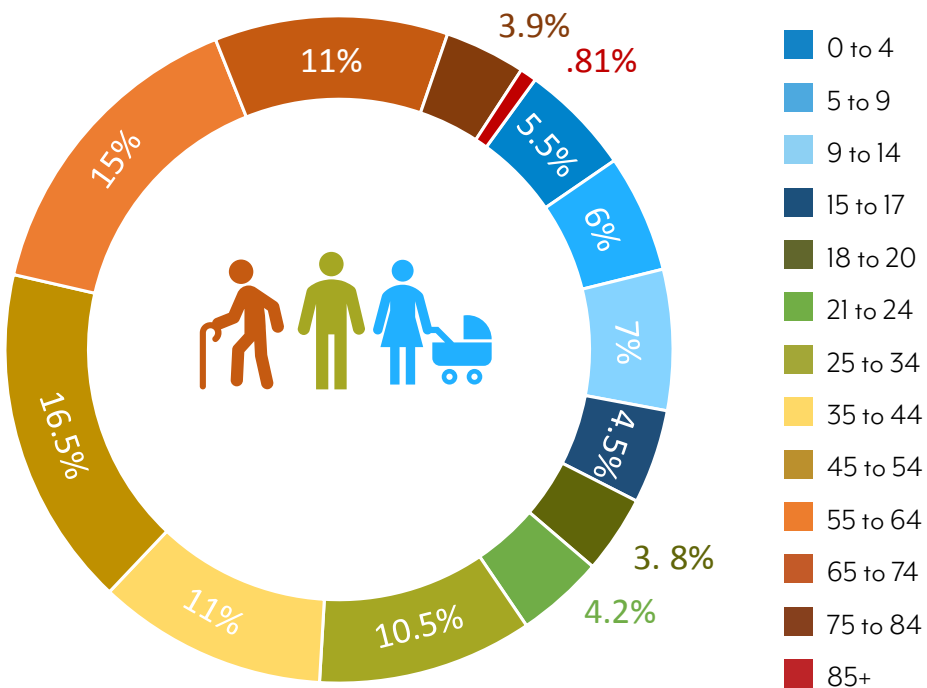
HICKORY CREEK POPULATION DATA			
2000	2010	2019	Projected 2024
2,663	3,247	4,560	5,000*

Hickory Creek experienced a 40.4% population growth from 2010 to 2019. The estimated population growth from 2019 to 2024 is approximately 9.65%.
 Source: *The Retail Coach, LLC; ESRI*
 *Approximate Build-Out Population

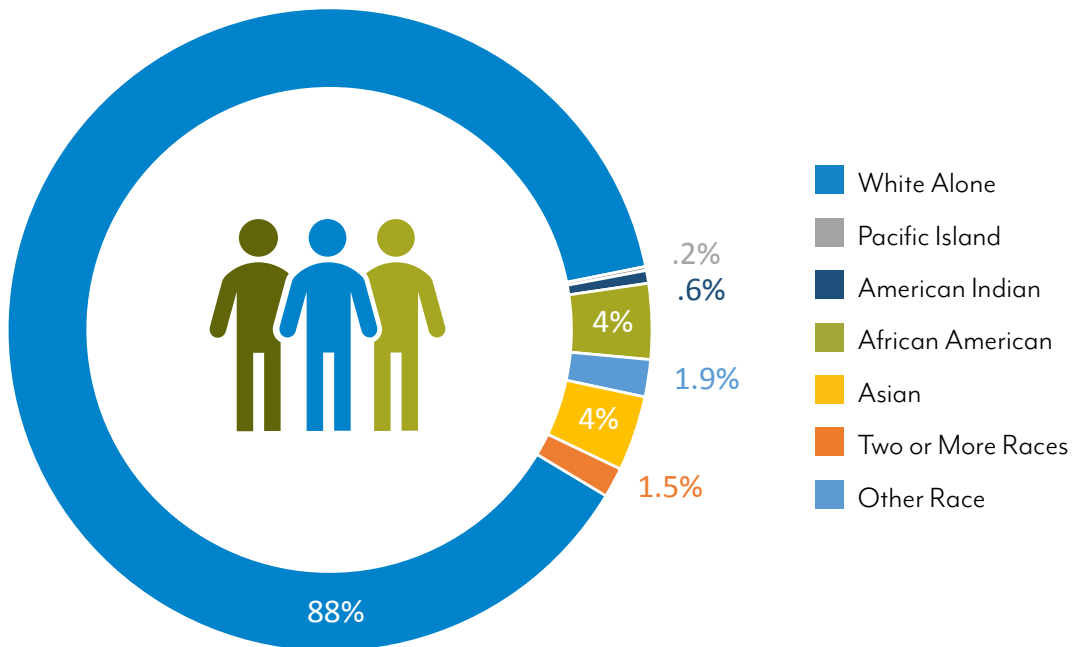
2019 POPULATION BY GENDER



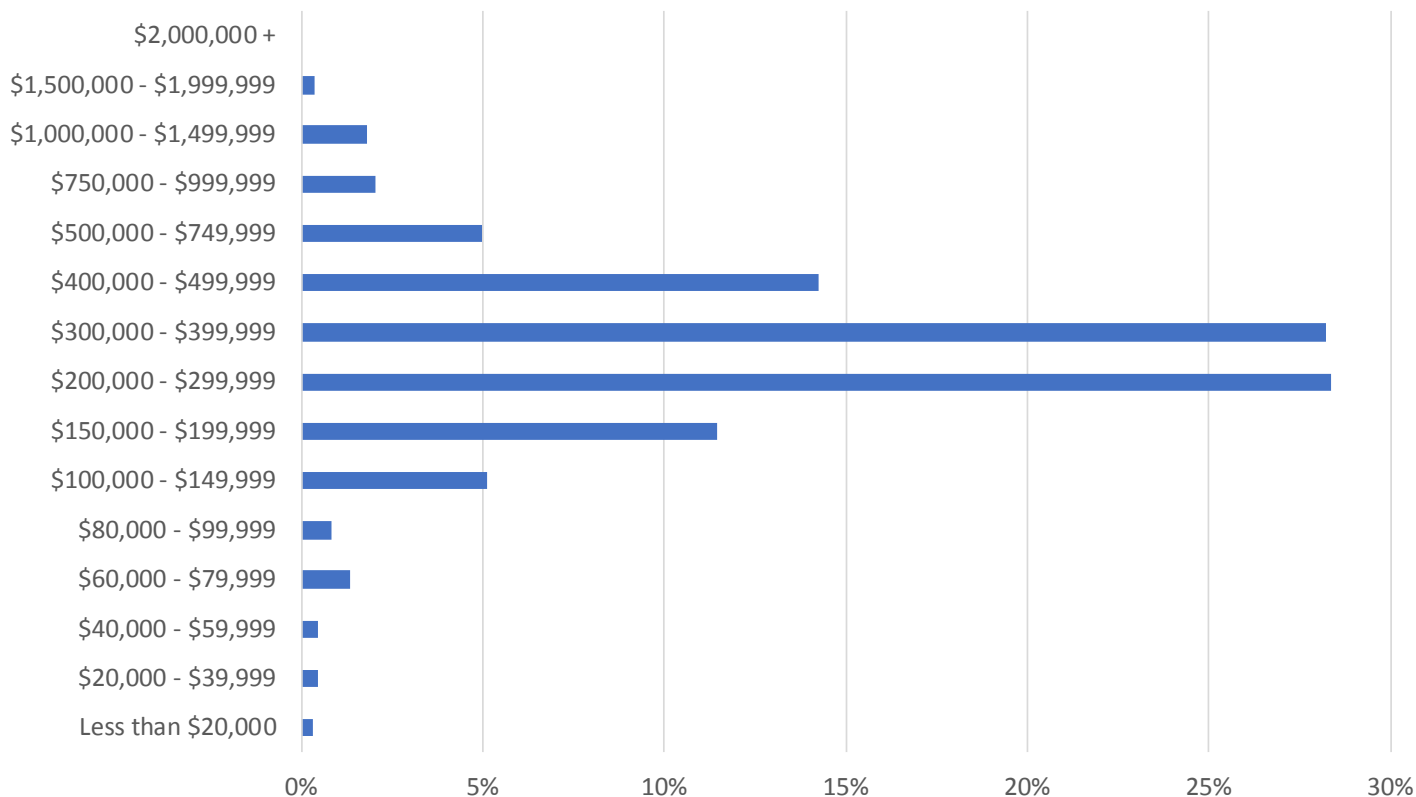
2019 POPULATION BY AGE



2019 POPULATION BY SINGLE-CLASSIFICATION RACE



OWNER-OCCUPIED HOUSING UNITS (HOME VALUE) - 2019



HOUSEHOLD TYPE

Family Households	1,174	80.63%
Non-Family Households	282	19.37%

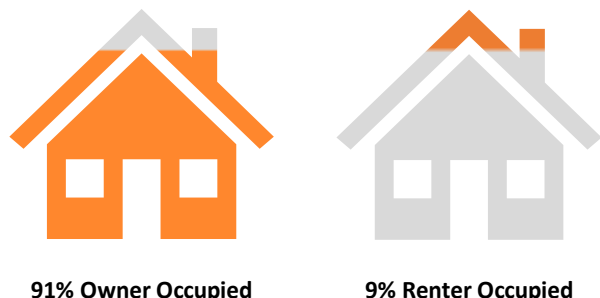
HOUSEHOLD GROWTH



HOUSEHOLD SUMMARY

	# of Households	# of families
2000	1,014	781
2010	1,155	928
2019	1,456	1,174
2024	1,577	1,273

OCCUPIED HOUSING BY TENURE



EMPLOYED POPULATION BY OCCUPATION

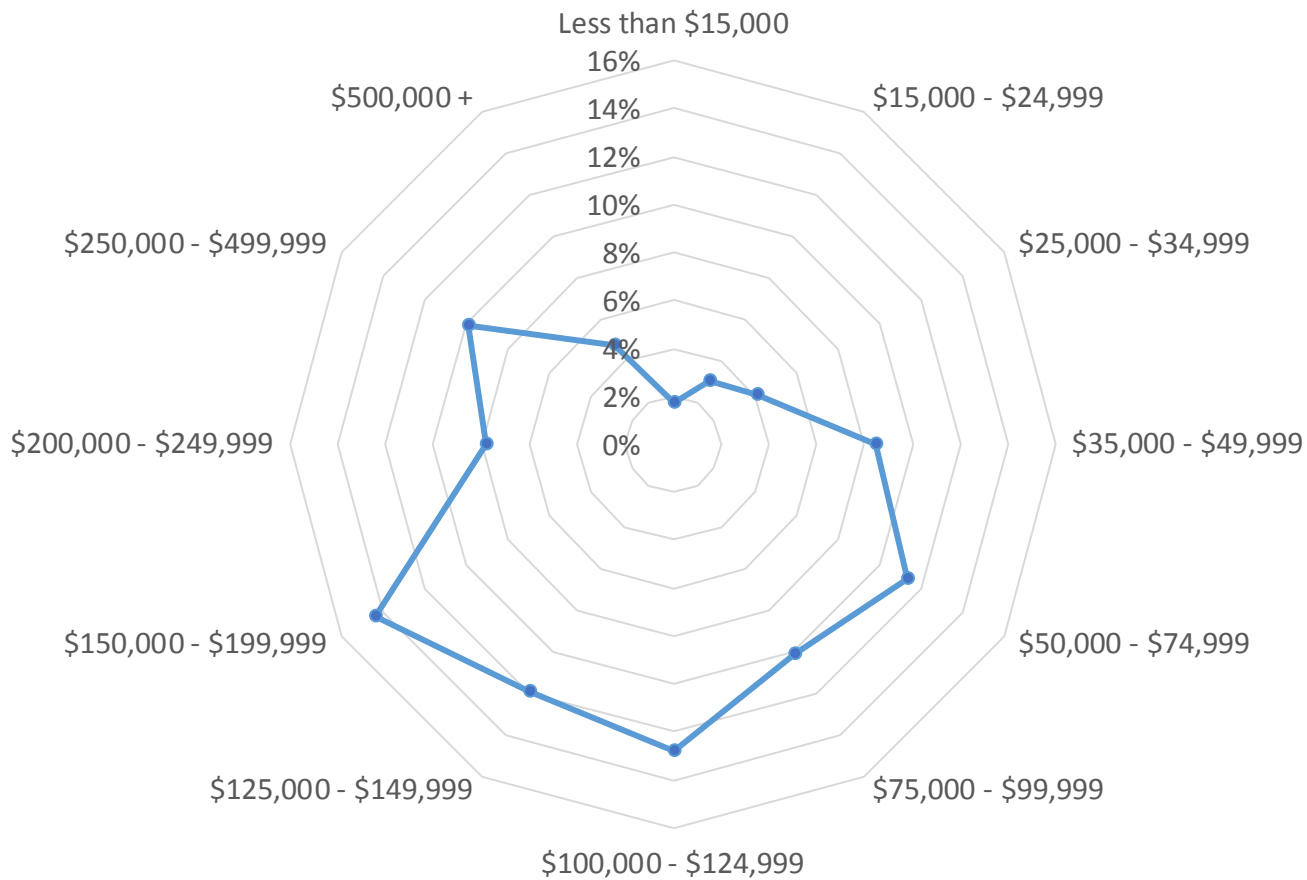
	# of Households	# of families
Architect/Engineer	68	3.01%
Arts/Entertainment	19	0.84%
Building Grounds Maintenance	58	2.56%
Business/Financial Operations	219	9.68%
Community/Social Services	6	0.27%
Computer/Mathematical	74	3.27%
Construction/Extraction	76	3.36%
Education/Training/Library	177	7.82%
Farming/Fishing/Forestry	0	0.00%
Food Prep/Serving	78	3.45%
Health Practitioner/Technician	88	3.89%
Healthcare Support	25	1.11%
Maintenance Repair	74	3.27%
Legal	24	1.06%
Life/Physical/Social Science	17	0.75%
Management	433	19.13%
Office/Admin. Support	306	13.52%
Production	51	2.25%
Protective Services	17	0.75%
Sales/Related	284	12.55%
Personal Care/Services	60	2.65%
Transportation/Moving	109	4.82%



FAMILIES POVERTY STATUS		
	#	%
Above Poverty	1,164	99.15%
Above Poverty with Children	544	46.34%
Below Poverty	10	0.85%
Below Poverty with Children	1	0.09%

EMPLOYMENT STATUS		
	#	%
Civilian Labor Force, Employed	2,263	69.16%
Civilian Labor Force, Unemployed	122	3.73%
Armed Forces	0	0.00%
Not in Labor Force	887	27.11%

HOUSEHOLD INCOME





STANDARDS

STANDARDS

When the Dunaway team evaluated the current park system in Hickory Creek, it was important to understand the range of parks, recreation facilities, and other open space areas utilized for recreational activities. A key part of this evaluation was comparing the needs of the present population as well as considering future growth expected. This Master Plan includes a selection of traditional standards established by the National Recreation and Park Association (NRPA). The NRPA standards have been the most widely accepted and used standards for decades. This section includes a comparison of Hickory Creek's current park system to NRPA standards based upon park acreage per population, as well as recreational facilities per population.

Criteria for Standards

The most common standards for park planning, as recognized by park and recreational professionals, are the published standards by the NRPA. As acknowledged in their publications, the NRPA recognizes the importance of establishing and using park and recreation standards as:

- A national expression of minimum acceptable facilities for the citizens of urban and rural communities
- A guideline to determine land requirements for various kinds of park and recreation areas and facilities
- A basis for relating recreation needs to spatial analysis within a community wide system of parks and open spaces
- One of the major structuring elements that can be used to guide and assist regional development
- A means to justify the need for parks and open space within the overall land use pattern of a region or community

The purpose of the NRPA standards is to present park and recreation space guidelines that are applicable for planning, acquisition, and development of parks systems. These standards should be viewed as a guide by those municipalities that use them. The standards are to be coupled with the expertise of park planners when evaluating a community to which they are applied. Variations in the standards can also be established to reflect the unique social and geographical conditions of the community.



Park Classification System

As the team evaluated Hickory Creek's park system, they slightly revised the classification of each park by type, size, service area, and acres per 1,000 population. Below are descriptions of the six (6) NRPA park classifications used for this Master Plan. Page 30 of this document summarizes this information in a table of NRPA Guidelines.

Neighborhood Park

Neighborhood parks serve a variety of age groups within a limited area or "neighborhood". They range in size from 1-15 acres and generally serve residents within a ¼ to ½ mile radius. The neighborhood park is an area for active recreation such as field games, court games, playgrounds, picnicking, etc. Facilities are generally unlighted and there is limited parking, if any, on site. NRPA standards for these parks are 1 to 2 acres per 1,000 population.

Community Park

Community parks are larger than neighborhood parks and serve several neighborhoods. They range in size from 16-99 acres and serve the entire Town. The community park may be a natural area or developed area for a variety of outdoor recreation such as ballfields, playgrounds, boating, fishing, swimming, camping, picnicking, and trail systems. NRPA standards for these parks are 5 to 8 acres per 1,000 population.

Regional Park

Regional parks are very large multi-use parks that serve several communities within a particular region. They range in size from 500 acres and above and serve those areas within a one hour driving distance. The regional park provides both active and passive recreation, with a wide selection of facilities for all age groups. They may also include areas of nature preservation for activities such as sight-seeing, nature study area, wildlife habitat, and conservation areas. NRPA standards for regional parks vary due to the specific site and natural resources.

Special Use Areas

Special use areas and parks are for specialized or single purpose recreation activities. NRPA defines these areas such as historical areas, nature centers, marinas, zoos, conservatories, arboretums, arenas, amphitheatres, plazas or community squares. There are no specific standards for size or acreage since each community will vary.

Linear Park

Linear parks are built connections or natural corridors that link parks together. Typically, the linear park is developed for one or more modes of recreational travel such as walking, jogging, biking, in-line skating, hiking, horseback riding, and canoeing. NRPA does not have any specific standards for linear parks other than they should be sufficient to protect the natural resources and provide maximum usage.

Metropolitan Park

Metropolitan parks are large park facilities that serve several communities. They range in size from 100-499 acres and serve the entire City. The metropolitan park is a natural area or developed area for a variety of outdoor recreation such as ballfields, playgrounds, boating, fishing, swimming, camping, picnicking, and trail systems. NRPA standards for these parks are 5 to 10 acres per 1,000 population.



NRPA PARK ACREAGE GUIDELINES

Type	Size/Acres	Service Area*	Acres per 1,000 Population
Neighborhood Park	1–15 Acres	One Neighborhood 1/4 to 1/2 Mile Radius	1.0–2.0 ac/1,000
Community Park	16–99 Acres	One Neighborhood 2 Mile Radius	5.0–8.0 ac/1,000
Metropolitan Park	100–499 Acres	Several Communities Within 1 Hour Driving	5.0–10.0 ac/1,000
Regional Park	500+	Several Communities Within 1 Hour Driving	Variable
Special Use Areas	Varies Depending on Desired Size	No Applicable Standard	Variable
Linear Park	Sufficient Width to Protect the Resource and Provide Maximum Usage	No Applicable Standard	Variable
Total			11.25–20.5 Ac/1,000 Population

* The graphic on page 34 illustrates the service areas of each park facility in Hickory Creek's existing system.



NRPA PARK ACREAGE GUIDELINES COMPARED TO CURRENT POPULATION

Classification	Existing Acreage	NRPA Guidelines for 2019 Population of 4,560	Difference Between NRPA Guidelines and Existing Hickory Creek Parks
		Range	Range
Neighborhood Parks	9.83	4.56 - 9.12	5.27 - 0.71
Community Parks	53.29	22.8 - 36.48	30.49 - 16.81
Metropolitan Parks	213.4	22.8 - 45.6	190.6 - 167.8
Regional	0	n/a	n/a
Special Use Park	0	n/a	n/a
Linear Parks	0	n/a	n/a
Total:	276.52	50.16 - 91.2	226.36 - 185.32

For the current population of approximately 4,560 the Town of Hickory Creek is above standards for providing neighborhood, community and metropolitan parks.

NRPA PARK ACREAGE GUIDELINES COMPARED TO FUTURE POPULATION (2024)

Classification	Existing Acreage	NRPA Guidelines for 2024 Population of 5,000	Difference Between NRPA Guidelines and Existing Hickory Creek Parks
		Range	Range
Neighborhood Parks	9.83	5 - 10	4.83 - (0.17)
Community Parks	53.29	25 - 40	28.29 - 13.29
Metropolitan Parks	213.4	25 - 50	188.4 - 163.4
Regional	0	n/a	n/a
Special Use Park	0	n/a	n/a
Linear Parks	0	n/a	n/a
Total:	276.52	55 - 100	221.52 - 176.52

For the projected population in 2024, the Town of Hickory Creek is expected to continue to remain at or above standards for providing neighborhood, community and metropolitan parks to citizens.



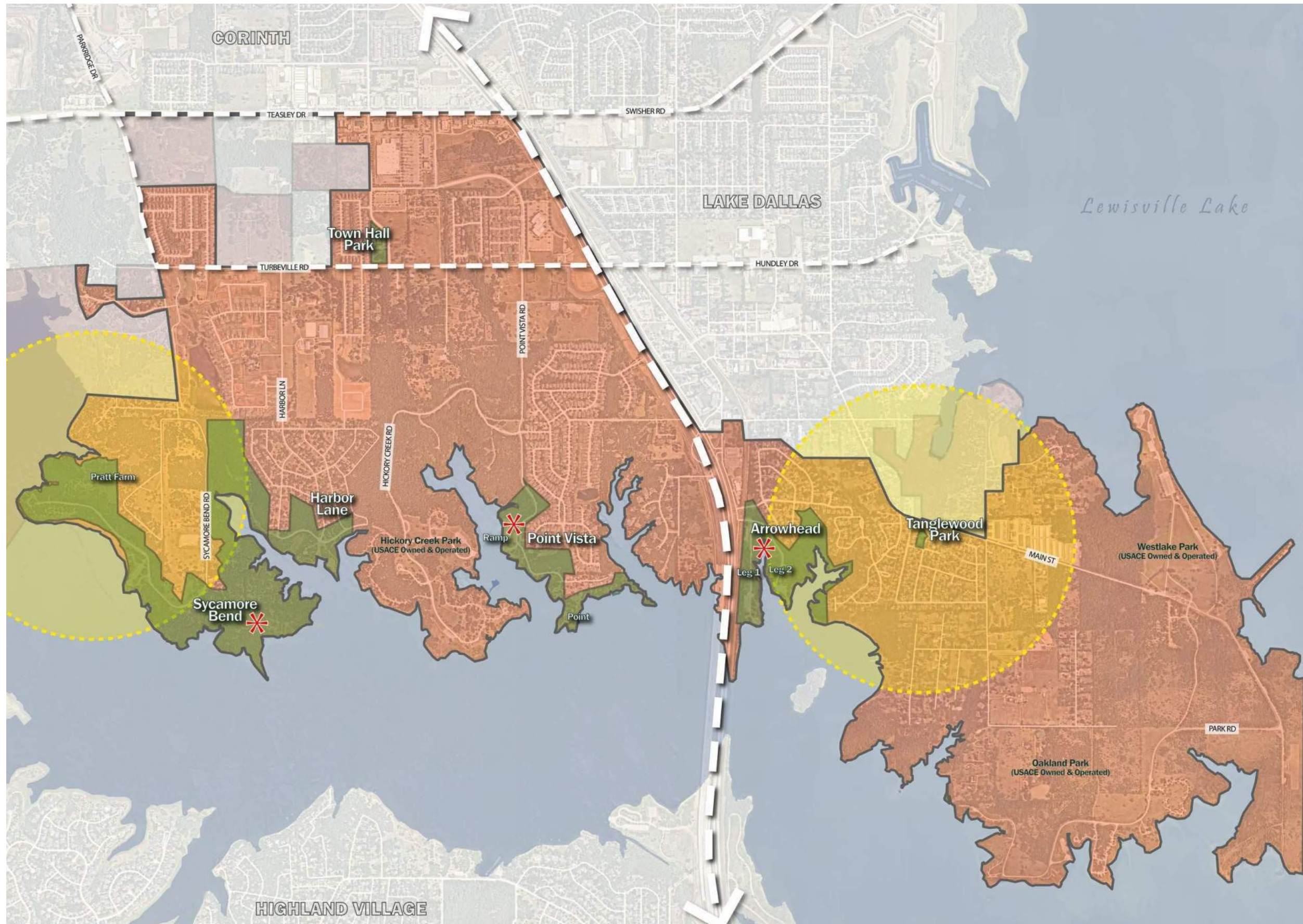
FACILITY DEVELOPMENT STANDARDS APPLIED TO HICKORY CREEK

Activity/Facility	Recommended Guidelines: Facilities Per Population	Existing Facilities in Hickory Creek	Recommended Guidelines: Facilities for 2019 Population of 4,560	Recommended Guidelines: Facilities for Projected 2024 Population of 5,000
Baseball Fields	1 per 4,000 ¹	0	1	1
Basketball Courts (outdoor)	1 per 5,000 ²	1	1	1
Football Fields	1 per 20,000 ²	0	0-1	0-1
Pavilion/Picnic Shelter	1 per 3,000 ¹	2	1	1
Picnic Tables	1 table per 300 ²	81	15	17
Playgrounds	1 area per 1,000 ²	5	4	5
Recreation Center	1 SF per person ¹	0	4,560 SF	5,000 SF
Soccer Fields (league)	1 per 4,000 ¹	0	1	1
Softball Fields	1 per 4,000 ¹	0	1	1
Swimming Pool (outdoor)	1 per 20,000 ²	0	0-1	0-1
Tennis Courts	1 court per 2,000 ²	0	2	2-3
Trails	1 mile per 4,000 ²	4.08	4.5	5
Volleyball Courts (outdoor)	1 per 5,000 ²	0	1	1






¹ Dunaway recommendation for high use by Youth Sports.

² Facility guidelines from NRPA guidelines as well as DFW area standards.





Park Service Areas

-  Parks
-  ETJ
-  Neighborhood Park Service Area (1/2 Mile Radius)
-  Community Park Service Area (2 Mile Radius)
-  Metropolitan Park





NEEDS ASSESSMENT

NEEDS ASSESSMENT

The Needs Assessment is one of the most significant steps in the development of a Parks, Recreation and Open Space Master Plan. The findings of the Needs Assessment provides a foundation for the direction of the Master Plan and guidance for developing priorities for park facilities and future parks & open space development. National Service Research (NSR), a full-service research firm, employed a multi-step approach in garnering opinions of the citizens of Hickory Creek. The Needs Assessment process was undertaken to meet the following objectives:

- ✓ Identify priorities of Hickory Creek Citizens for parks, facilities and program needs
- ✓ Measure the interest in various activities, events and programs
- ✓ Identify support for funding options for future development
- ✓ Evaluate profiles of survey respondents by key demographic variables

Methodology

In order to complete this study, two visioning sessions were conducted. The first was held session April 10, 2019 and the second on April 24, 2019. These sessions were used to gauge and understand the needs of citizens regarding parks in Hickory Creek. The results of these discussions assisted in the design of the survey instrument document that the residents had the option of completing (See Appendix). The survey was mailed and made available online through the Town's website and various social media sites. Survey responses were received from May 17, 2019 through June 31, 2019. A total of 289 survey responses were received (87 via mail and 202 online). The margin of error of this sample size at a 95% confidence level is plus or minus 5.2%. The Town has a population of approximately 4,600 and within the sampled 1,600 citizens, 289 completed the survey indicating a strong survey response rate of 18%.

The following pages include the results of the citizen survey. The appendix on page 56 lists, in detail, comments received at each visioning session.

What do you like about the current park system? Respondents of Hickory Creek currently replied:

- *Clean & Safe*
- *Well Maintained*
- *Fishing Piers*
- *Boat Launches & Boating*
- *Trails*
- *Places to Camp, Hike & Enjoy Nature*

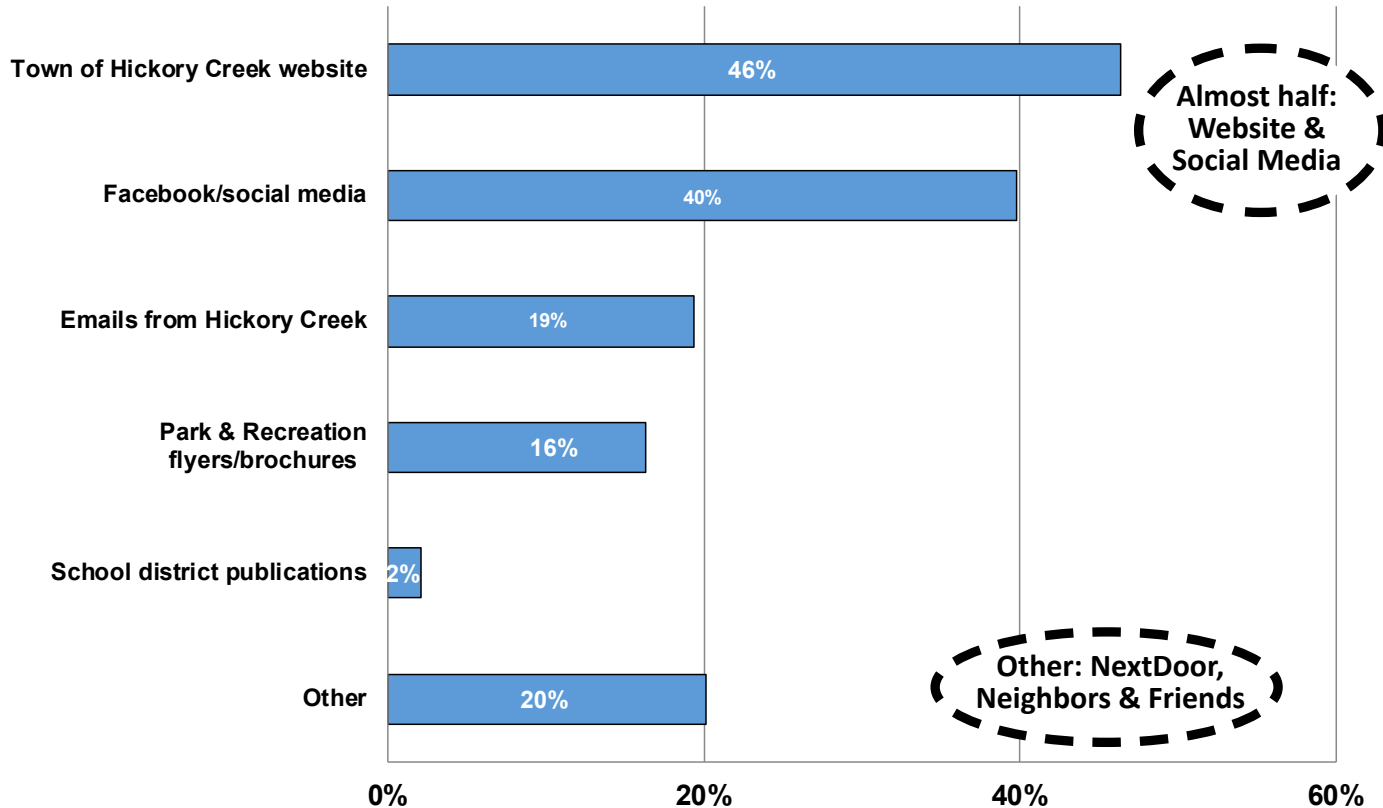


Citizens at Visioning Session



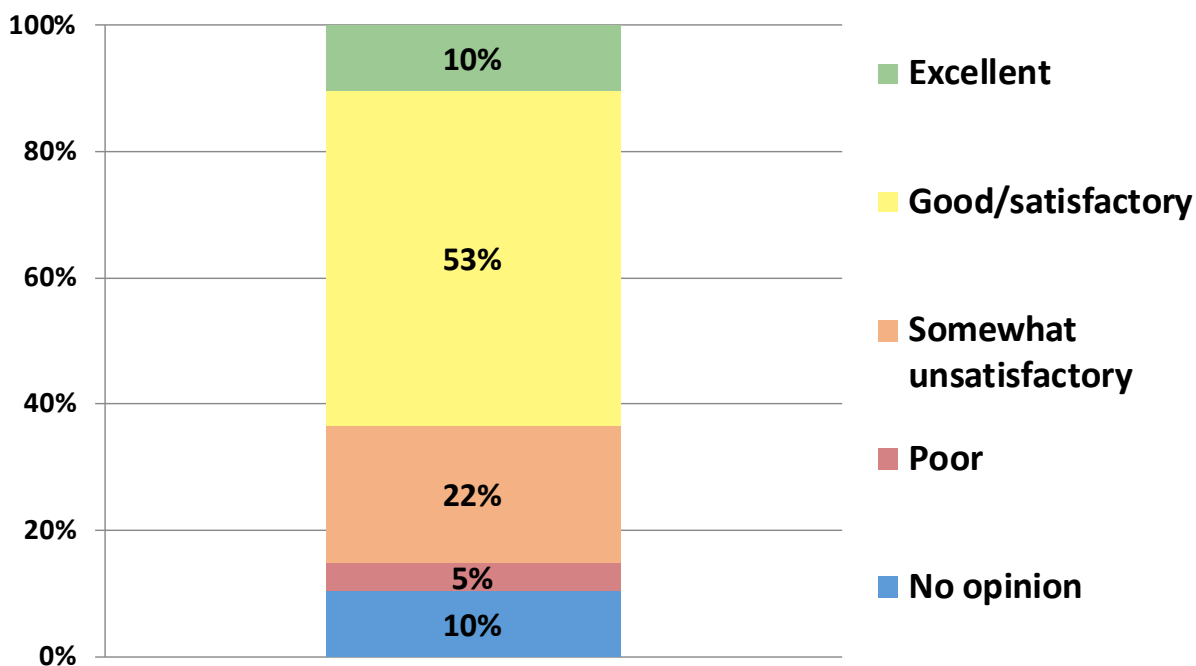
AWARENESS OF PARKS, RECREATION FACILITIES & PROGRAMS

How do you find out about parks, recreation facilities and recreation programs in Hickory Creek?



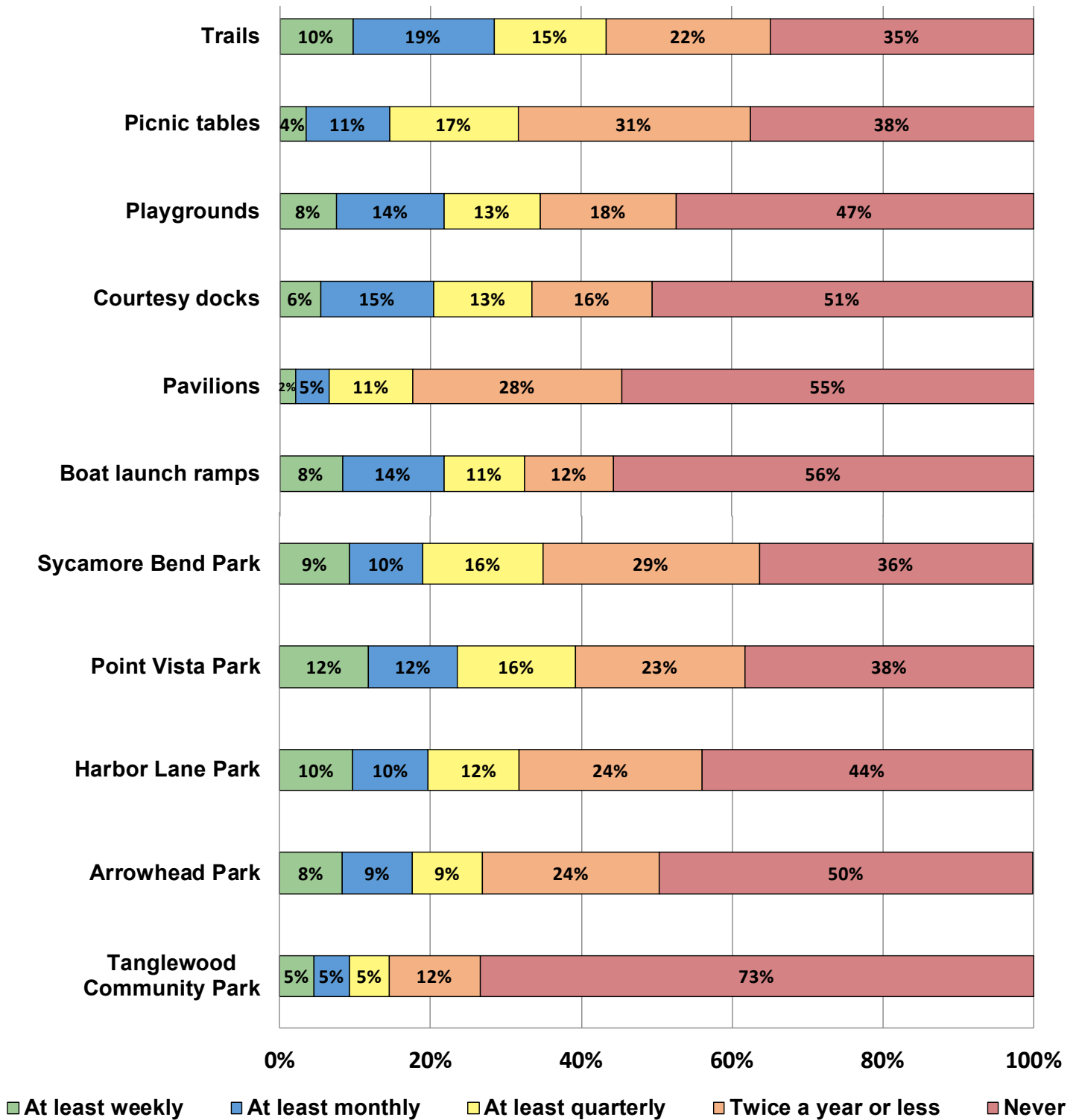
EXISTING PARKS RATING - QUALITY

More than half of respondents rated the quality of parks and recreational opportunities as excellent or good, and one-fourth rated it as somewhat unsatisfactory or poor.



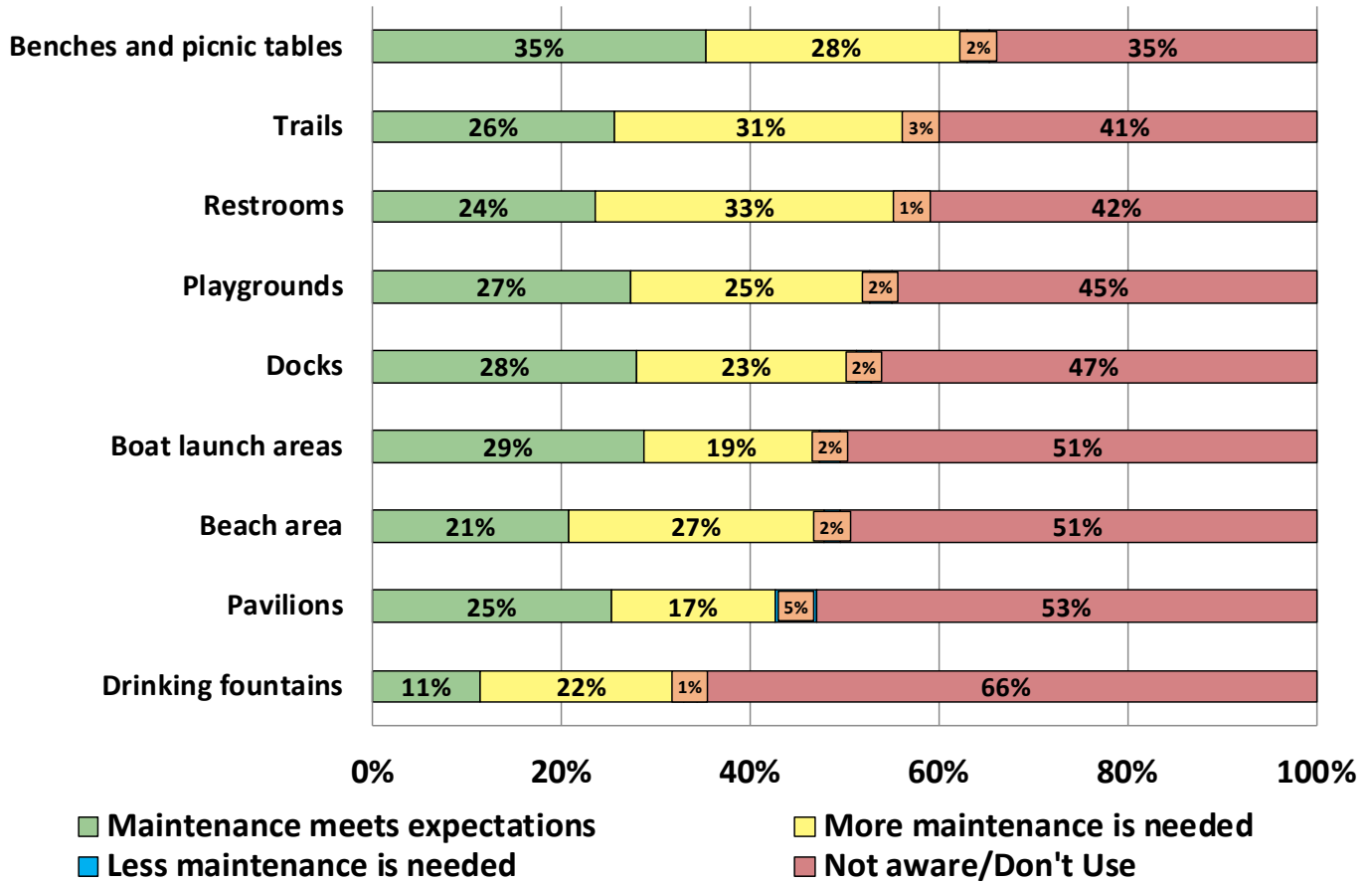
FREQUENCY OF PARK USE BY PARK

65% of respondents have used the trails, 62% have used picnic tables, and 53% have used the playgrounds within the past year in Hickory Creek.

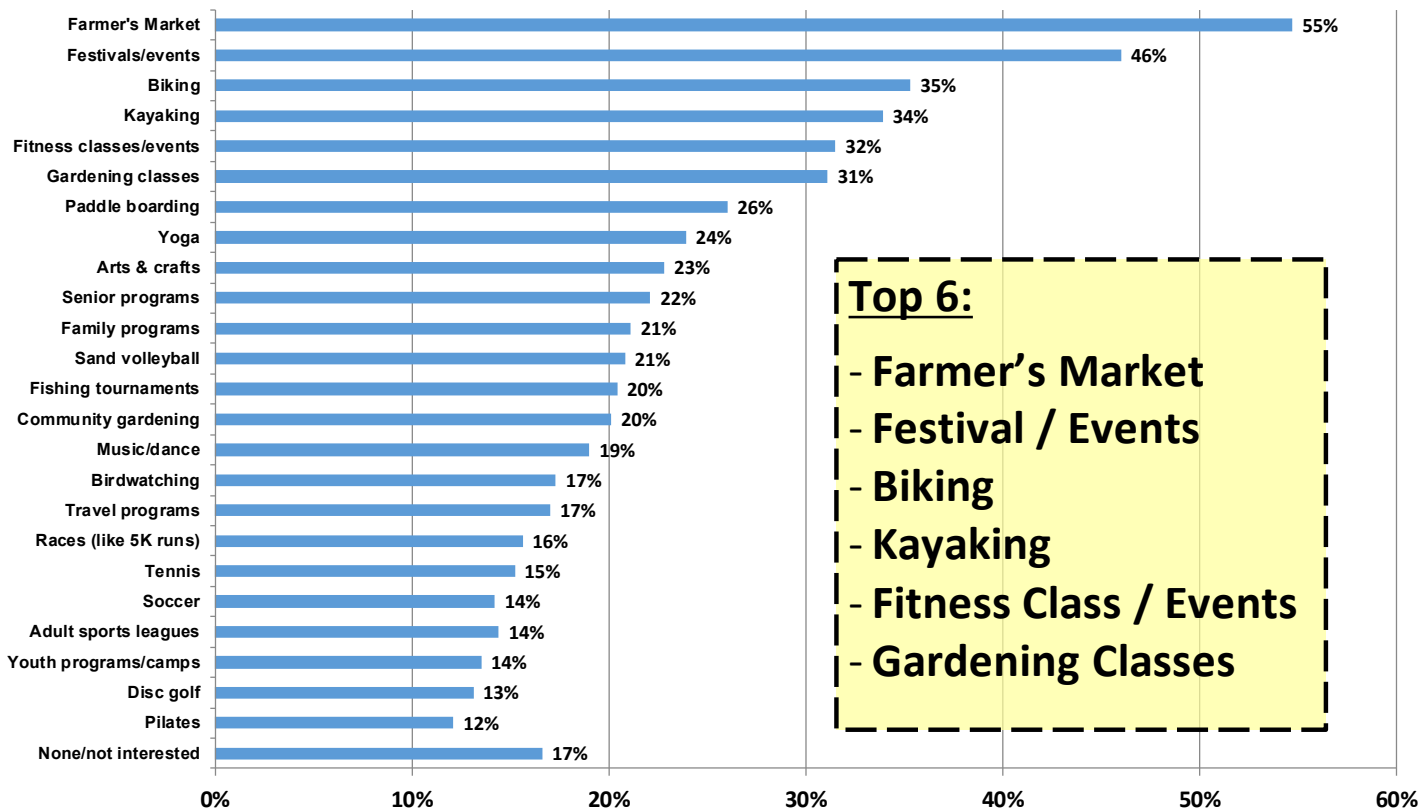


MAINTENANCE RATING

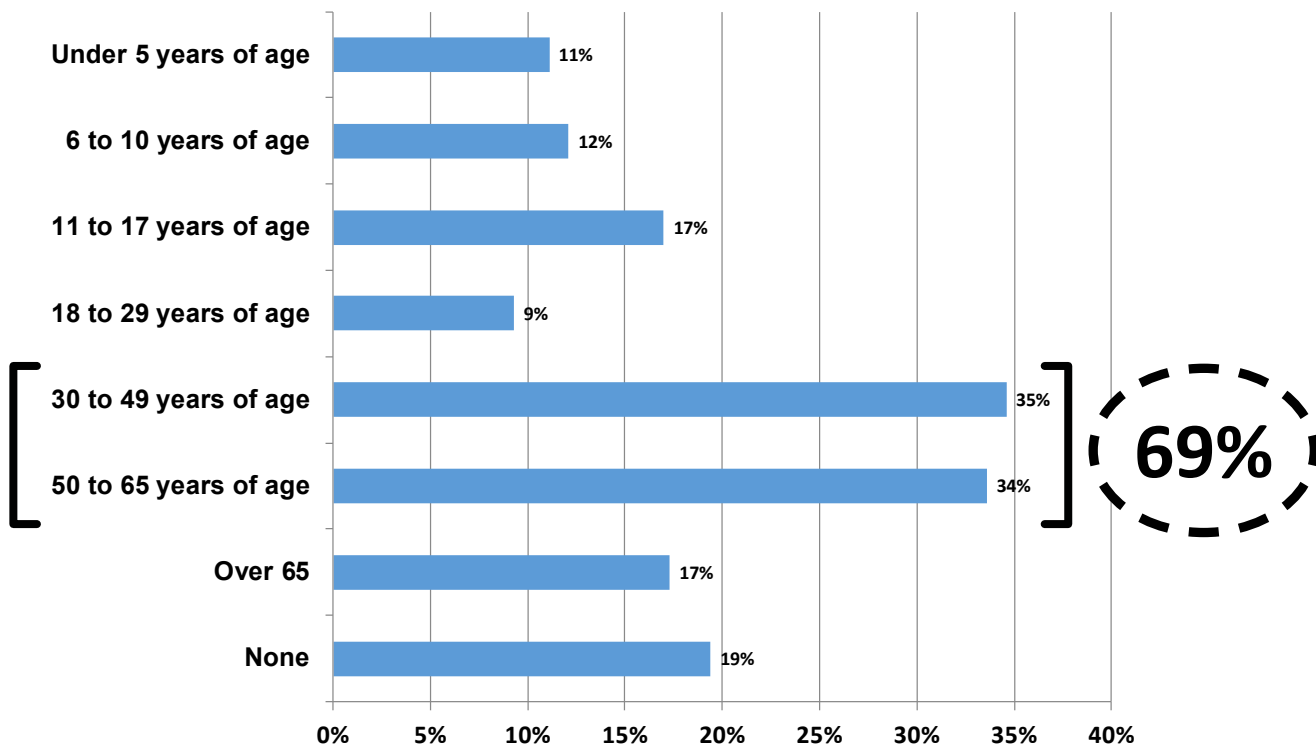
The chart below depicts how residents rated the current maintenance of each facility.



PROGRAMS OF INTEREST



AGE GROUPS - RECREATION PROGRAM INTEREST



MOST NEEDED FACILITIES RANKINGS

PARK FACILITIES	RANKING (% of respondents ranking each facility 1-4)					Mean Score*	RANK**
	4-Definitely Needed	3	2	1 - Not needed	No Opinion		
Trails along the lake	41%	11%	8%	21%	19%	2.88	1
Trails connected throughout the town	37%	14%	13%	17%	18%	2.88	2
Trails connected to neighboring communities	34%	15%	14%	18%	19%	2.80	3
Dog park	26%	16%	15%	17%	25%	2.69	4
Expanded amenities along the lake	30%	18%	15%	15%	23%	2.81	5
Sandy beach area	28%	15%	16%	19%	22%	2.67	6
Fishing pier	25%	16%	17%	17%	25%	2.64	7
Playgrounds	18%	24%	20%	14%	24%	2.82	8
Additional lighting in parks	22%	19%	18%	14%	27%	2.67	9
Open spaces/natural areas	20%	19%	19%	16%	26%	2.57	10
Spray ground/water splash pad	27%	13%	19%	15%	26%	2.70	11
Multi-sports fields for practice/play	20%	19%	17%	18%	26%	2.57	12
Sand volleyball	18	14	20	18	30	2.47	13
Food truck park area	24	16	16	19	26	2.58	14
Tennis courts	18	14	19	22	26	2.39	15
Amphitheater	14	12	13	27	34	2.21	16
Community garden	20	14	20	22	24	2.43	17
Wildlife, plant & bird education stations	16	19	21	19	25	2.42	18
Mountain bike/BMX trails	19	14	19	19	29	2.48	19
Exercise stations along trails	18	13	20	20	29	2.41	20
RV park and camping areas	19	15	15	22	29	2.43	21
Picnic areas with grilling stations	15	18	26	15	25	2.43	22
Benches/seating areas	16	23	27	11	25	2.57	23
Disc golf	16	13	18	21	32	2.35	24
Additional large pavilions	15	15	19	18	33	2.38	25

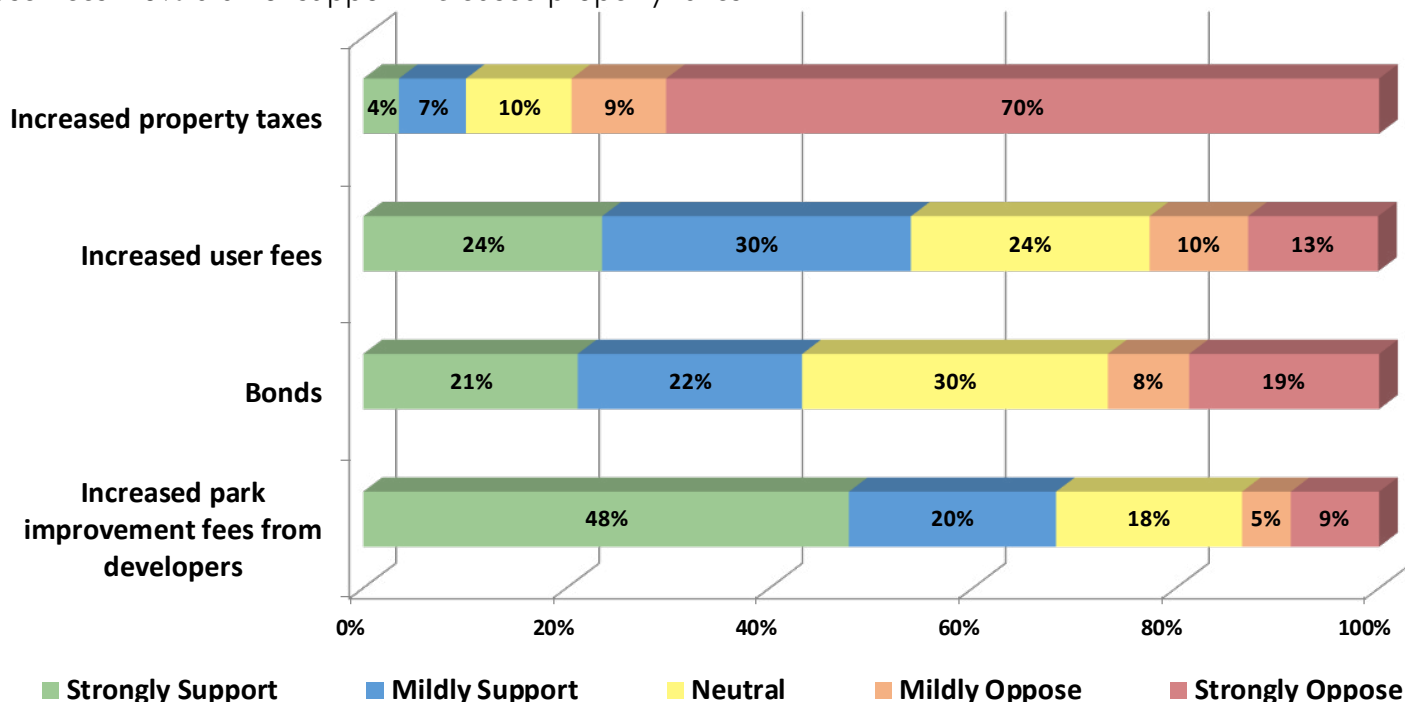
*Mean Score: all respondents rank every facility as 4-definitely needed, 3, 2, 1-not needed. The mean score column represents a calculation of the 4, 3, 2, 1 scores.

**Rank: all respondents are also asked to rank their top three facilities only. The rank column represents these totals in order of importance according to respondents.



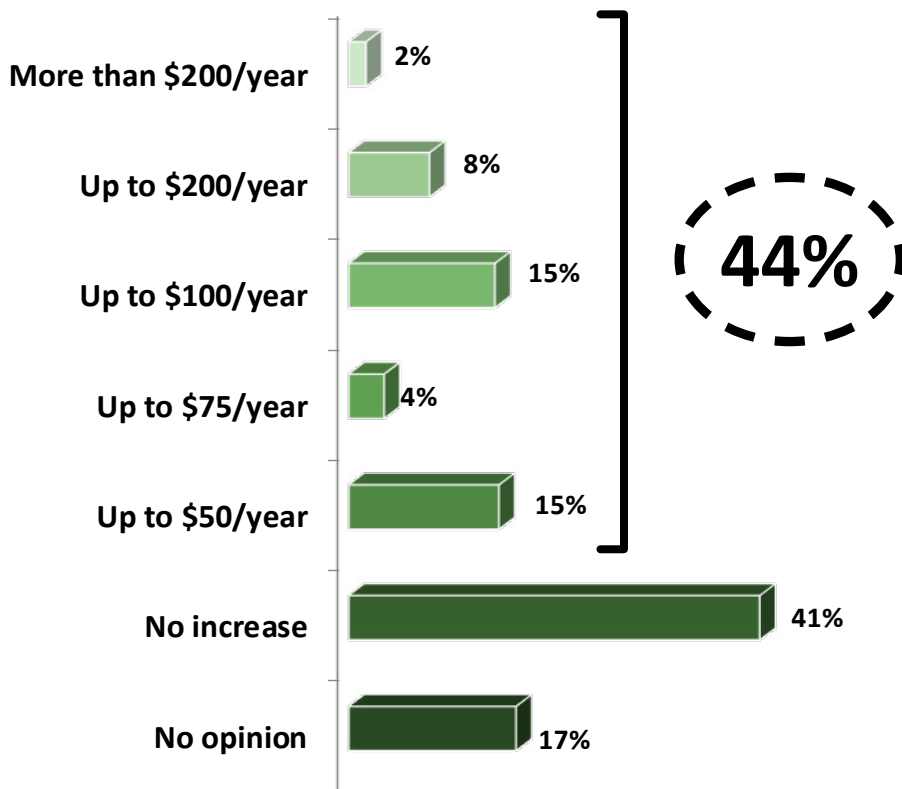
SUPPORT FOR FUNDING OPTIONS

Respondents reported strong support for increased park improvement fees from developers and increased user fees. 70% did not support increased property taxes.



PROPERTY TAXES SUPPORT

44% of respondents are willing to pay some increase in property taxes to fund park improvement priorities.





PRIORITY RANKINGS

PRIORITY RANKINGS

Establishing clear priorities for a park system is essential for guiding any successful Master Plan. This allows Town leaders to understand the importance of annual budgeting and strategies that will meet the needs throughout the Hickory Creek community. The priorities in this section are a result of incorporating the inventory of the current resources and the citizen survey results into a ranking of priority needs.

Process for Rankings

At the completion of the citizen survey during the needs assessment phase, a method of ranking priorities was implemented. This method included using specific input from the citizen survey results, Town Staff, Steering Committee, and the Dunaway team. The following weighted values were assigned to each:

Citizen Input / Survey Results (60%)

The specific needs and requests by the Hickory Creek community as tabulated from the citizen survey

Steering Committee (20%)

The specific parks and recreation needs in Hickory Creek as identified by the appointed Steering Committee members

Town Staff (10%)

The specific needs as identified by Town staff based upon recreation programs and demands upon resources

Dunaway Team (10%)

The specific recommendations by the Dunaway planning team based upon assessing the unique needs of the Hickory Creek community, current park resources, demographic profile, and future demands for recreational resources

The results of the priority ranking were tabulated into three categories: High Priority, Moderate Priority, and Low Priority. The table on the following page provides a summary of the priorities for Hickory Creek.



Priority Rankings

Rank	Action Plan	High	Moderate	Low
1	Trails Along the Lake	◆		
2	Trails Connected Through the Town	◆		
3	Expand Amenities Along the Lake	◆		
4	Trails Connected to Neighboring Communities	◆		
5	Benches / Seating Areas	◆		
6	Fishing Pier	◆		
7	Playgrounds for Children	◆		
8	Additional Lighting in Parks	◆		
9	Wildlife, Plant & Bird Education Stations Along Trail	◆		
10	Sandy Beach Area		◆	
11	Picnic Areas with Grilling Stations		◆	
12	Spraygrounds		◆	
13	Open Spaces / Natural Areas		◆	
14	Sand Volleyball		◆	
15	Dog Park		◆	
16	Disc Golf		◆	
17	Mountain Bike / BMX Trails		◆	
18	Community Garden			◆
19	Exercise Stations Along Trails			◆
20	Additional Large Pavilions			◆
21	RV Park and Camping Areas			◆
22	Multipurpose Sports Fields For Practice and Play			◆
23	Food Truck Park Area			◆
24	Tennis Courts			◆
25	Amphitheater			◆





IMPLEMENTATION

IMPLEMENTATION

The Town of Hickory Creek has enjoyed long-term agreements with the US Army Corps of Engineers that has allowed large acreages of beautiful lakefront property to be made accessible for recreation, which in-turn benefits the overall quality of life the Town can offer to its residents and visitors. Town leaders and staff are committed to maintaining this high standard including improving and maximizing park offerings that address current user demands and planning for balanced growth of new amenities as their community expands. This section of the master plan serves as a guide for implementation of identified priorities with recommended strategies for augmenting Town dollars to include supplemental funding sources appropriate to potential projects. These priorities are listed on pages 50, 51 & 52 in order of final ranking with budget ranges, possible park locations, and potential funding sources identified.

Park Dedication Ordinance Recommendations

To meet needs identified for a growing park system, there are various methods for obtaining additional park land in the appropriate category. This includes land (or fees) donated by developers within the requirements of a park dedication ordinance. As part of this master plan, the Dunaway team reviewed the Town's current park dedication ordinance and provided recommendations for revising the ordinance to Town staff.

Funding Sources

One of the biggest challenges facing Town leaders in implementing a park master plan will be prioritizing new capital dollars that will provide for needed park renovations, expansions, and new amenities. To achieve this, Town leaders will need to outline an annual strategy for funding capital improvements across the entire park system. To add to the Town's available financial resources, Hickory Creek has an opportunity to pursue a wide range of other sources that would help fund the various capital improvements prioritized in this plan. Some of the funding sources described on the following pages can be part of an Implementation Plan by Town leaders.



Funding Sources

Advertising

This funding source comes from the sale of advertising on park and recreation related items such as the city's program guide, on scoreboards, and other visible products or services.

Corporate Sponsorships

This funding source comes from corporations that invest in the development or enhancement of new or existing facilities. Sponsorships are also successfully used for special programs and events.

Fees / Charges

This funding source comes from fees for use of a facility or participation in a city sponsored recreational program.

Foundations / Gifts

This funding source comes from tax-exempt organizations who give donations for specific facilities, activities, or programs. These may include capital campaigns, fundraisers, endowments, sales of items, etc.

Friends Associations

This funding source comes from friends group that raise money typically for a single focus priority. This may include a park facility or program that will better the community they live in.

General Fund

This funding source is the primary means in providing for annual capital programs, improvements, and infrastructure upgrades.

General Obligation Bonds

This funding source comes from bond programs approved by the citizens for capital improvements within the parks system.

Grants - TPWD Outdoor Program

This funding source comes from grants for the acquisition and development of outdoor recreational facilities.

Grants - TPWD Recreational Trails Program

This funding source comes from grants for the development of new trails or trail extensions.

Grants - Transportation Enhancement (TCOG / TXDOT)

This funding source comes from grants for the development of new trails or trail extensions.

Hotel / Motel Funds

This funding source comes from taxes accrued for local hotels and motels in Hickory Creek.



Interlocal Agreements

This funding source comes from contractual agreements with other local units of government for the joint-use of indoor or outdoor recreational facilities.

Irrevocable Trust

This funding source comes from individuals who leave a portion of their wealth for a trust fund. The fund grows over a period of time and is available for the city to use a portion of interest to support specific park facilities as designated by the trustee.

Naming Rights

This funding source comes from leasing or selling naming rights for new indoor facilities or signature parks.

Park Dedication Fee

This funding source comes from private developers who give land for public parks. This may include land along drainage corridors that can be developed for greenbelts and trails.

Park Improvement Fees

This funding source comes from fees assessed for the development of residential properties with the proceeds to be used for parks and recreation purposes.

Partnerships

This funding source comes from public/public, public/private, and public/not-for-profit partnerships.

Permits (Special Use Permits)

This funding source comes from allowing other parties to use specific park property that involves financial gain. The city either receives a set amount of money or a percentage of the gross from the service that is being provided.

Private Donations

This funding source comes from private party contributions including funds, equipment, art, and in-kind services.

Reservations

This funding source comes from revenue generated from reservations of parks and facilities. The reservation rates are fixed and apply to group shelters, meeting rooms, and sports fields.

Revenue Bonds

This funding source comes from bonds used for capital projects that will generate revenue for debt services where fees can be set aside to support repayment of the bond.



Sales / 4B Tax (1/2 Cent)

This funding source comes from a voter approved sales tax that goes toward parks and recreational improvements.

Special Fundraisers

This funding source comes from annual fundraising efforts to help toward specific programs and capital projects.

Volunteerism / In-Kind Donations

This funding source provides indirect revenue support when groups or individuals donate time to help construct specific park improvements (signs, playgrounds, nature trails, etc.)



HIGH PRIORITY ITEMS

Rank	Action Plan Item	Budget	HICKORY CREEK PARKS							FUNDING SOURCES																											
			Town Hall Park	Sycamore Bend Park	Pratt Farm	Harbor Lane Park	Point Vista Park (Point)	Point Vista Park (Ramp)	Arrowhead Park Leg 1	Arrowhead Park Leg 2	Tanglewood Park	Advertising	Corporate Sponsorships	Fee / Charges	Foundations / Gifts	Friends Associations	General Fund	General Obligation Bonds	Grants - TPWD Outdoor Program	Grants - TPWD Recreational Trails Program	Grants - Transportation Enhancement	Hotel / Motel Funds	Interlocal Agreements	Irrevocable Trust	Naming Rights	Park Dedication Fee	Park Improvement Fees	Partnerships	Permits (Special Use Permits)	Private Donations	Reservations	Revenue Bonds	Sales / 4B Tax (1/2 Cent)	Special Fundraisers	Volunteerism / In-Kind Donations		
1	Trails Along the Lake	\$350,000 - \$500,000 per mile (soft surface)		♦		♦	♦	♦	♦	♦			•		•	•	✓	•	•	✓	•	•	✓			•	•	•		•		•	•	•	•		•
2	Trails Connected Through the Town	\$750,000 - \$1,000,000 per mile (concrete)	♦	♦	♦	♦	♦	♦	♦		♦		•		•	•	✓	✓		✓	•	•				•	•	•		•		•	•	•	•		•
3	Expand Amenities Along the Lake	Varies		♦		♦	♦	♦	♦	♦			•	•	•	•	✓	•				•		•		•	•	•		•		•	•	•	•		✓
4	Trails Connected to Neighboring Communities	\$350,000 - \$500,000 per mile (soft surface) \$750,000 - \$1,000,000 per mile (concrete)		♦									•		•	•	✓	•		•	•	•	✓			•	•	✓		•		•	•	•	•		•
5	Benches / Seating Areas	\$1,500 - \$2,500 each	♦	♦	♦	♦	♦	♦	♦	♦		•	•		✓	•	✓	•	•							•	•	•		✓		•	•	•	•		•
6	Fishing Pier	\$400,000 range	♦	♦		♦	♦	♦	♦	♦			•		•		✓	✓	•			•				•	✓	•		•		•	•	•	•		•
7	Playgrounds for Children	\$250,000 range		♦	♦	♦		♦		♦	♦	•	✓		✓	•	✓	•	•			•		•	•	•	•	•		•		•	•	•	•		•
8	Additional Lighting in Parks	\$5,000 - \$7,500 per pole pedestrian (+/- \$6,000 solar lighting)	♦	♦		♦	♦	♦	♦	♦					•		✓	✓				•				•	✓		•		•	•	•	•		•	
9	Wildlife, Plant & Bird Education Stations Along Trail	\$500 per sign	♦	♦	♦	♦	♦	♦	♦	♦		•	✓		•	•	•	•		•		•				•	•	✓		•		•	•	•	•		✓

✓ = Top recommended funding source options for this priority item.



MODERATE PRIORITY ITEMS

Rank	Action Plan Item	Budget	HICKORY CREEK PARKS							FUNDING SOURCES																								
			Town Hall Park	Sycamore Bend Park	Prairie Farm	Harbor Lane Park	Point Vista Park (Point)	Point Vista Park (Ramp)	Arrowhead Park Leg 1	Arrowhead Park Leg 2	Tanglewood Park	Advertising	Corporate Sponsorships	Fee / Charges	Foundations / Gifts	Friends Associations	General Fund	General Obligation Bonds	Grants - TPWD Outdoor Program	Grants - TPWD Recreational Trails Program	Grants - Transportation Enhancement	Hotel / Motel Funds	Interlocal Agreements	Irrevocable Trust	Naming Rights	Park Dedication Fee	Park Improvement Fees	Partnerships	Permits (Special Use Permits)	Private Donations	Reservations	Revenue Bonds	Sales / 4B Tax (1/2 Cent)	Special Fundraisers
10	Sandy Beach Area	Varies		♦			♦					•	✓			✓	•				•				•	✓			•	•	•	•	•	
11	Picnic Areas with Grilling Stations	\$3,000 - \$5,000 each		♦	♦	♦	♦	♦	♦	♦	♦			✓	•	✓	•	•			•				•	•			•		•	•	•	
12	Spraygrounds	\$250,000 - \$750,000 range								♦		•	•		•	•					•		•	•	•	•	•		✓		•	•	•	
13	Open Spaces / Natural Areas	Varies		♦	♦	♦	♦	♦	♦	♦				•		✓	✓														•	•		
14	Sand Volleyball	\$15,000 - \$20,000 range			♦					♦		•	✓	•	•	✓	•	•			•			•		•	✓		•	•	•	•	•	
15	Dog Park	\$750,000 - \$1,250,000 range			♦							•	✓	•	•	✓	•				•		•	•	•	•		•		•	•	•		
16	Disc Golf	\$20,000 - \$30,000								♦				•	✓	•	•				•				•	•	✓		•		•	•	•	✓
17	Mountain Bike / BMX	\$400,000 - \$500,000 range		♦								•	✓	•		✓	•				•			•	•	✓	•	•		•	•			

✓ = Top recommended funding source options for this priority item.

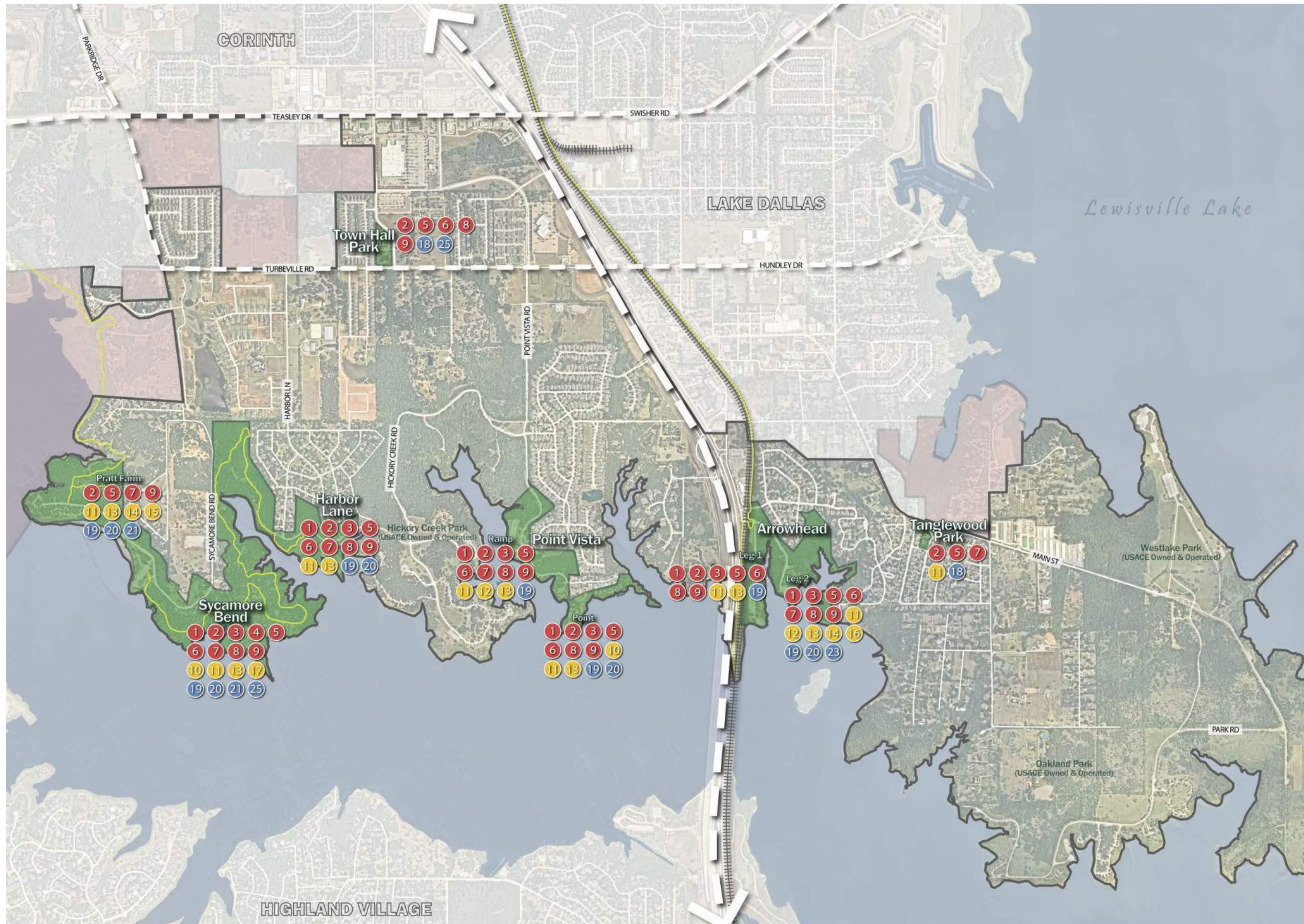


LOW PRIORITY ITEMS

Rank	Action Plan Item	Budget	HICKORY CREEK PARKS								FUNDING SOURCES																									
			Town Hall Park	Sycamore Bend Park	Pratt Farm	Harbor Lane Park	Point Vista Park (Point)	Point Vista Park (Ramp)	Arrowhead Park Leg 1	Arrowhead Park Leg 2	Tanglewood Park	Advertising	Corporate Sponsorships	Fee / Charges	Foundations / Gifts	Friends Associations	General Fund	General Obligation Bonds	Grants - TPWD Outdoor Program	Grants - TPWD Recreational Trails Program	Grants - Transportation Enhancement	Hotel / Motel Funds	Interlocal Agreements	Irrevocable Trust	Naming Rights	Park Dedication Fee	Park Improvement Fees	Partnerships	Permits (Special Use Permits)	Private Donations	Reservations	Revenue Bonds	Sales / 4B Tax (1/2 Cent)	Special Fundraisers	Volunteerism / In-Kind Donations	
18	Community Garden	Varies	◆							◆	•	•		•	✓	✓	•										•		•							✓
19	Exercise Stations Along Trails	\$5,000 - \$7,500 each \$40,000 - \$50,000 range (multiple)		◆	◆	◆	◆	◆	◆	◆	•	✓		•	•	✓	•		✓		•					•	•	•		•		•	•	•		
20	Additional Large Pavilions	\$300,000 - \$400,000 range		◆	◆	◆	◆			◆	•	✓	•	•	•	✓	•	•			•			•	•	✓	•		•	•	•	•				
21	RV Park and Camping Areas	Varies		◆	◆								•		✓	✓					•				•	•		•		✓	•	•				
22	Multipurpose Sports Fields for Practice & Play	\$250,000 range per field													✓	✓					•				•	✓		•		•	•					
23	Food Truck Park Area	Varies								◆	•	•			✓	✓									•	✓		•		•	•					
24	Tennis Courts	Varies													✓	•	✓				•	•			•	•	✓			•	•					
25	Amphitheater	Varies	◆	◆							✓		•	•	✓	•					•			•	•	•	•	•	•	•	✓	•				

✓ = Top recommended funding source options for this priority item.





Action Plan

HIGH PRIORITIES

- 1 Trails Along the Lake
- 2 Trails Connected Through the Town
- 3 Expand Amenities Along the Lake
- 4 Trails Connected Through Neighboring Communities
- 5 Benches / Seating Areas
- 6 Fishing Pier
- 7 Playgrounds for Children
- 8 Additional Lighting in Parks
- 9 Wildlife, Plant & Bird Education Stations Along Trail

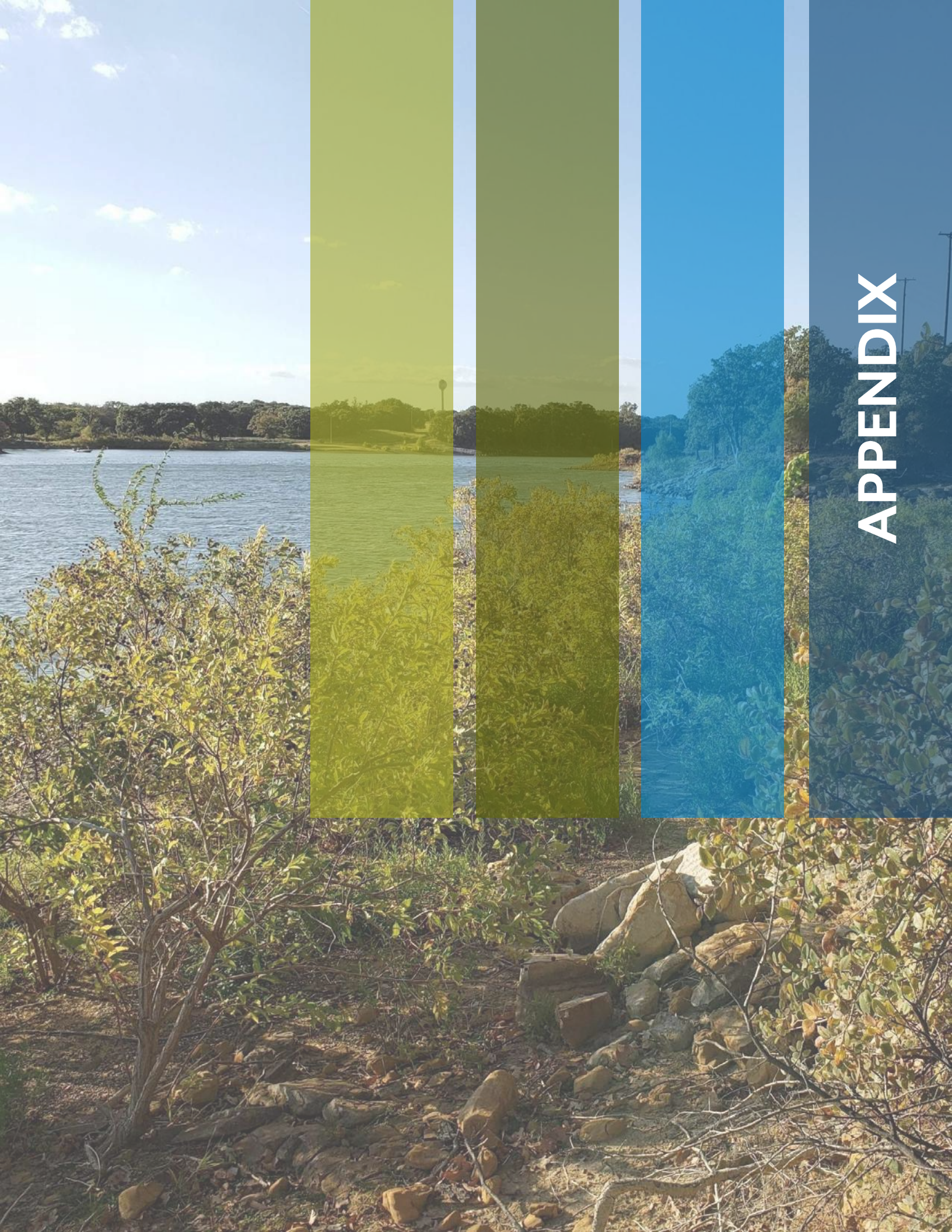
MODERATE PRIORITIES

- 10 Sandy Beach Areas
- 11 Picnic Areas with Grilling Stations
- 12 Spraygrounds
- 13 Open Spaces / Natural Areas
- 14 Sand Volleyball
- 15 Dog Park
- 16 Disc Golf
- 17 Mountain Bike / BMX

LOW PRIORITIES

- 18 Community Garden
- 19 Exercise Stations Along Trails
- 20 Additional Large Pavilions
- 21 RV Park and Camping Areas
- 22 Multipurpose Sports Fields for Practice & Play
- 23 Food Truck Park Area
- 24 Tennis Courts
- 25 Amphitheater





APPENDIX

APPENDIX

The Parks and Recreation Master Plan team conducted visioning sessions at Town Hall on April 10th, 2019 and April 24th, 2019. This summary reflects citizen comments recorded during these discussions.

Visioning Session Comments

1. What is the BEST THING about living in Hickory Creek?

- The parks, not too many people
- Low property taxes
- Small town
- Small size, town assistance, the people
- Quiet, non-busy hectic live. Don't like the new development, its ruining our beauty
- Please keep parks quiet, no sports near parks.
- Low tax base and beautiful parks
- The space of the properties, lake proximity, small town
- Nature, outdoors, lakes, trees
- Country life but close to shopping, airport, etc. Beautiful parks
- Its parks
- Proximity to everything, yet secluded, trees, lakeside living for everyone, most areas within walking distance to the lake
- Small town, sense of community
- Parks, trees, small town feeling, access to everywhere
- All the nature and being gridlocked by the lake and CORPS
(a lot of space for building)
- The lake and our feel that we are away from the city but yet close to the city when needed.
- Good family community with excellent access to nature and I-35
- Small town feel
- Good comprehensive plan that controls development, progressive government, relaxing lifestyle with lake and natural features
- Away from but close to big city
- The lake and trees



2. What are the best things about the park system as it exists today that you want to make sure are preserves / maintained?

- Quite
- Camping sites
- Not overcrowded
- Clean, safe, convenient
- Nice manicured land, nice quiet lakeside appeal
- 24 hour open CORPS parks, boating, docks, primitive camping

3. Are there things/issues that need to be addressed through the Master Plan or parks department?

- Neighborhood quiet enjoyment
- Vandalism
- Roads to Sycamore Bend, way too narrow, not safe
- Provisions for handicapped accessible fishing pier or dock
- Keep sports fields out of the area of parks, find another place away from the lake
- We have no practice fields for youth/adults
- Add tennis courts and something like Kids Castle in Flower Mound
- Walkable dirt trails
- More trails for walking, biking, activities for families and older children
- Something that draws citizens to the parks – educational/awareness of nature, ecosystems, flora/fauna, increase surveillance to reduce vandalism
- Add amenities to the parks that draw traffic and use
- Park roads and parking, improve trails
- More trails and sports areas, Frisbee golf, family and pet friendly areas
- Best use of the lake for our demographics and bringing others to our town
- Pollution/liter can be problematic, maybe get more cleanup volunteering efforts.
- Vandalism, security
- Have a parks department that programs events, recreational amenities through planning, implementation and maintenance
- Safety, outdoor entertainment for children



4. What do you want more of, less of, the same of?

More:

- Places to ride motorcycles, fishing, camping, birdwatching
- Features, better roads, fishing docks
- Athletic fields, football fields, safe trails
- Green space, parks
- Sports fields, fishing tournaments, parking for events, beach and sand volleyball, security, outdoor concerts, special events, dog parks, water features, Frisbee golf, marketing for parks for revenue generation
- Things that draw the community together, food trucks on weekends at the parks and lake, flowers and beauty
- Trees
- Playgrounds for kids with disabilities
- Multi-generational offerings need shade sails for children's playgrounds
- Outdoor events, community gatherings/activities
- Community gathering spaces, beaches, amphitheater, community center, parking, athletic spaces
- Shore line improvement at Sycamore Beach Bend
- Trails, sports areas, dog parks, biking, playgrounds
- Organized events, a town garden that teaches our children, a few major events that bring people to Hickory Creek
- Dog clean up stations, hiking trails
- Lake entertainment, kayak rentals, athletic fields, volleyball courts
- Trails, nature, event programming
- Natural state
- Bike trails

Less:

- Hardscape, ballfields
- Code enforcement
- Vandalism
- Vehicle traffic

Same:

- Friendly staff, and officers
- Docks, boat access, free annual pass for citizens
- Concrete/asphalt
- Concrete
- Concerts



5. What are your dreams, visions, desires and needs for the park system moving forward?

- Boat house, dock, marina, restaurant on water
- 18 hole golf course
- ATV motor cross trails that wrap around the lake
- Weekly event, beer in park market
- Disc golf, dog park, beach, fishing ponds, splash park
- Fishing pier (covered), Lake Dallas has one, so does Corinth
- Multi-use sports complex,
- RV park – for tourism
- Pocket parks near commercial
- Something like Hope Park in Frisco, for children, families, couples
- Community garden, shaded areas, ping pong table
- Trails along the lake, family areas to enjoy like a beach
- Parks to be proud of that are green and sustainable with offerings for all generations, city-wide events
- More outdoor lakeside activities, like yoga, community bike rides, kayaking, dog park, outdoor music venue, lakeside band stand
- Want the parks to provide a sense of community
- Trails, dog parks, splash pad, sports complex, community nature area, canoe/kayak stations, horse trails.
- Beach at Sycamore Bend, fire break between houses and trees at Arrowhead, Kayak launch at Sycamore Bend
- Organized places to go for exercise, walking, biking, picnicking, more trails
- More trails, disc golf
- Same family fun, with athletic fields, would love to operate Westlake Park
- Linked neighborhoods to DCTA via trails, links to Corinth, Highland Village and beyond
- Arrowhead area to return to original prairie state
- A family friendly place for family, tourist, camping



Dreams, Visions, Desires, Needs of the Park System

Trails, Nature Areas:

- More trail connections – parks, town (create community spirit, connect east/west Hickory Creek)
- Improve equestrian trails
- Nature trails along shoreline
- Arrowhead Park – add trails
- Put some of the park back to their original prairie state
- Fishing areas along trails
- Trails for aging population – stable surfaces
- Trails for Cross country groups for 5K runs
- Birdwatching stations along trails
- Bike trails – on street bike lanes and in parks
- BMX trail system like in Corinth
- Trail connections to neighboring communities – trails that connect DCTA
- Dirt trails
- Water trails for kayaking
- History markers along trails
- Preserve open spaces and trees
- Mile markers along trails
- Special needs access along trail heads
- Education stations along trails
- Improve safety of sidewalks
- Improve safe access to Katy trail

Athletics:

- Batting cages
- Practice fields for youth soccer
- Lake cities
- Security
- Need a large complex (Corinth fees)
- Not a large complex (\$)
- Tennis courts
- Competitive baseball (small)
- Resident annual pass
- Keep sports separate from nature areas that should be quiet



- RV parks
- Revenue generation
- Primitive camping
- Ping Pong
- Racquet sports
- Parking
- Fishing tournaments
- Open space for kite flying, practice golf, Frisbee golf
- Connect trails to parks

Outdoor Park Facilities:

- Splash pad (not too large)
- Sand Volleyball
- Community garden
- Dog park
- Farmers market
- Large pavilion
- Events/concerts
- Disc Golf
- Informational signage (tree and plant identification)
- Practice fields (baseball, soccer)
- Playgrounds
- Fishing tournaments
- Foosball
- Outdoor ping pong
- Equipment check out
- Large outdoor games (like a chess set)
- Climbing wall
- Equally distributed activities throughout park system
- Golfing area, driving range
- WiFi stations
- Plug in stations
- Water features
- Frisbee
- Marketing
- Security (vandalism problems)



- Sports complex (money?, enough people?)
- Running trails with exercise stations
- Handicapped accessible fishing pier
- Shaded playgrounds, shaded fishing pier
- Nature center
- Yoga
- Gardening classes
- Multi-generational multipurpose recreation facility
- Special needs park
- Restrooms
- Lake/beach access
- Ropes course – team building, income generator
- Appeal to all generations
- Zip line (into the lake, drop locations)
- Revenue generating activities
- Sand beach

Civic Events/Special Use:

- Community garden, farmers market
- Support parking for community events, partnership with businesses
- Community gardens –Lewisville example
- Signature annual event (DFW recognized)
- Putting green, 3-hole course
- Outdoor music/concert hall/amphitheater
- Festival area
- Dog park
- Community garden
- Community center, rentals
- Clubhouse rental facility
- Food truck park
- Adult recreation activities (picnics, concerts)
- Town square (facility, plaza, green), vendors, tents, music, programmable open space that is versatile
- Multi-purpose, multi-generation – natatorium, recreation center, aquatics, civic park/lawn, family focused
- Car shows
- Lake oriented festival



- Special CORPS partnership
- Don't duplicate surrounding community events
- Infrastructure to support
- Marathon, triathlon
- Fishing tournaments – wounded warriors, trinity trash bash, tree planting
- Community focused events – citizen driven, food drive, recycling, senior activity

Lake Activities/Tourism:

- Beach area off lake
- Concert area/events/band shell
- Sand volleyball
- Safe bike trails
- Marina on west side (revenue)
- Kayak launch and stand up paddle boards
- RV park (revenue)
- Fishing tournaments
- Parking
- Security
- Dog park with lake access
- Family outdoor education
- Signature event
- Marketing strategy



Citizen Survey Instrument

From the visioning session comments, National Service Research designed a survey instrument for distribution to Hickory Creek resident as follows:

Dear Hickory Creek Residents:

The Town of Hickory Creek is currently updating your Park, Recreation, and Open Space Master Plan and we need your help by filling out this survey! Your input will help guide our **park and recreation planning efforts for the next 5 to 10 years**. Please take a few minutes to complete this important survey. Your answers will remain anonymous. If you prefer, you may take the survey online at HickoryCreek-TX.gov and click on the Park and Recreation Needs Assessment Survey link. Please complete only one survey per household.

Thank you for taking time to participate in this important survey effort.

Sincerely,

John Smith, Town Administrator

John.Smith@HickoryCreek-TX.gov

Town of Hickory Creek Parks and Recreation Citizen Survey

1. How do you find out about parks, recreation facilities and recreation programs in Hickory Creek? *(Check all that apply)*

- ₁ Town of Hickory Creek website
 ₄ Facebook/social media
 ₇ Other _____
 ₂ Youth Sports Associations
 ₅ Emails from Hickory Creek
 ₃ Park & Recreation Dept. flyers/brochures
 ₆ School district publications

2. Overall, how would you rate the QUALITY of parks and recreational opportunities in the Town of Hickory Creek?

- ₁ Excellent
 ₂ Good/satisfactory
 ₃ Somewhat unsatisfactory
 ₄ Poor
 ₅ No opinion

3. Within the past year, how often have you or someone from your household visited or used the facilities listed below in Hickory Creek? *(Check one answer for each park/facility)*

Park/Facility	At least weekly	At least monthly	At least quarterly	Twice a year or less	Never
Boat launch ramps	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅
Courtesy docks	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅
Pavilions	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅
Picnic tables	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅
Playgrounds	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅
Trails	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅

4. Within the past year, how often have you or someone from your household visited these parks in Hickory Creek? *(Check one answer for each park/facility)*

Park/Facility	At least weekly	At least monthly	At least quarterly	Twice a year or less	Never
Arrowhead Park (south end of Kelton Ave.)	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅
Harbor Lane Park (south of Swisher Rd. and west on Turbeville Rd.)	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅
Point Vista Park (south end of Point Vista Rd, west of I-35, south of Swisher Rd.)	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅
Sycamore Bend Park (off Turbeville and Sycamore Bend Park roads)	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅
Tanglewood Community Park (corner of Tanglewood and Robins Nest)	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅



5. How would you rate the maintenance and upkeep of the following facilities/amenities within Hickory Creek parks?
(Check one answer for each park/facility)

Park/Facility	Maintenance meets or exceeds expectations	More maintenance is needed	Less maintenance is needed	Not aware / Don't Use
Benches and picnic tables	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄
Drinking fountains	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄
Pavilions	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄
Playgrounds	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄
Boat launch areas	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄
Docks	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄
Trails	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄
Restrooms	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄
Beach area	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄

6. In which of these programs would you and your household members (of any age) be MOST INTERESTED in participating? *(Check all that apply)*

ACTIVITIES, EVENTS AND PROGRAMS OF MOST INTEREST			
01 <input type="checkbox"/> Baseball	11 <input type="checkbox"/> Biking	21 <input type="checkbox"/> Outdoor ping pong	31 <input type="checkbox"/> Travel programs
02 <input type="checkbox"/> Basketball	12 <input type="checkbox"/> Tennis	22 <input type="checkbox"/> Birdwatching	32 <input type="checkbox"/> Festivals/events
03 <input type="checkbox"/> Softball	13 <input type="checkbox"/> Sand Volleyball	23 <input type="checkbox"/> Gardening classes	33 <input type="checkbox"/> Arts & crafts
04 <input type="checkbox"/> Soccer	14 <input type="checkbox"/> Pickle ball	24 <input type="checkbox"/> Fitness classes/events	34 <input type="checkbox"/> Music/dance
05 <input type="checkbox"/> Football	15 <input type="checkbox"/> Races (like 5K runs)	25 <input type="checkbox"/> Preschool/toddler programs	35 <input type="checkbox"/> Community gardening
06 <input type="checkbox"/> Racquetball	16 <input type="checkbox"/> Adult sports leagues	26 <input type="checkbox"/> Youth programs/camps	36 <input type="checkbox"/> Farmer's Market
07 <input type="checkbox"/> Horseshoes	17 <input type="checkbox"/> Yoga	27 <input type="checkbox"/> Teen programs/camps	37 <input type="checkbox"/> Other _____
08 <input type="checkbox"/> Disc golf	18 <input type="checkbox"/> Fishing tournaments	28 <input type="checkbox"/> Parent/child programs	38 <input type="checkbox"/> None/not interested
09 <input type="checkbox"/> Cricket	19 <input type="checkbox"/> Paddle boarding	29 <input type="checkbox"/> Family programs	
10 <input type="checkbox"/> Pilates	20 <input type="checkbox"/> Kayaking	30 <input type="checkbox"/> Senior programs	

7. Which age groups in your household would be interested in participating in a Hickory Creek recreation or leisure program? *(Check all that apply)*

- 1 Under 5 years of age 3 11 to 17 5 30 to 49 7 Over 65
- 2 6 to 10 4 18 to 29 6 50 to 65 8 None

Hickory Creek currently funds parks, facilities, recreation programs and capital expenses by utilizing recreation user fees, taxes, grants, bonds, corporate sponsorships, etc. The Town diligently pursues grants and other funding sources to help fund new parks and facilities, however additional funding is needed to maintain and build new parks and facilities.

8. How strongly do you support EACH option to fund NEW PARKS AND FACILITIES AND/OR ADDITIONS TO EXISTING PARKS AND FACILITIES ? *(Check one answer for each option)*

Funding Support – New or Expanded Parks/Facilities	Strongly Support	Mildly Support	Neutral	Mildly Oppose	Strongly Oppose
Increased user fees (program fees, etc.)	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅
Bonds	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅
Increased park improvement fees from developers	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅
Increased property taxes	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₃	<input type="checkbox"/> ₄	<input type="checkbox"/> ₅



9a. Which facilities or amenities need to be ADDED to existing or future parks and recreation facilities in Hickory Creek? *(Rate EACH facility on a scale from 1 to 4 with 4 being definitely needed and 1 being not at all needed)*

	Definitely Needed	3	2	1	Not at all Needed	No opinion/ Not familiar
A – Amphitheater	4	3	2	1		<input type="checkbox"/>
B – Additional large pavilions (special events/reunions, etc.).....	4	3	2	1		<input type="checkbox"/>
C – Dog park	4	3	2	1		<input type="checkbox"/>
D – Hike/bike/walk trails that are connected throughout the town	4	3	2	1		<input type="checkbox"/>
E – Hike/bike/walk trails connected to neighboring communities.....	4	3	2	1		<input checked="" type="checkbox"/>
F – Hike/bike/walk trails along the lake.....	4	3	2	1		<input type="checkbox"/>
G – Wildlife, plant and bird education stations along trails.....	4	3	2	1		<input type="checkbox"/>
H – Mountain bike/BMX trails.....	4	3	2	1		<input type="checkbox"/>
I – Exercise stations along trails.....	4	3	2	1		<input type="checkbox"/>
J – Expanded amenities along the lake (fishing, picnicking, swim beach kayak rental, beach volleyball, camping, grilling stations, etc.).....	4	3	2	1		<input type="checkbox"/>
K – Spray ground/water splash pads (outdoor spray park for all ages)...	4	3	2	1		<input type="checkbox"/>
L – Additional lighting in parks.....	4	3	2	1		<input type="checkbox"/>
M – Open spaces/natural areas.....	4	3	2	1		<input type="checkbox"/>
N – Picnic areas with grilling stations.....	4	3	2	1		<input type="checkbox"/>
O – Benches/seating areas.....	4	3	2	1		<input type="checkbox"/>
P – Community garden	4	3	2	1		<input type="checkbox"/>
Q – Multi-purpose sports fields for practice and play	4	3	2	1		<input type="checkbox"/>
R – Playgrounds for children.....	4	3	2	1		<input type="checkbox"/>
S – Fishing pier.....	4	3	2	1		<input type="checkbox"/>
T – Sandy beach area.....	4	3	2	1		<input type="checkbox"/>
U – Tennis courts	4	3	2	1		<input type="checkbox"/>
V – RV park and camping areas.....	4	3	2	1		<input type="checkbox"/>
W – Disc golf.....	4	3	2	1		<input type="checkbox"/>
X – Sand volleyball	4	3	2	1		<input type="checkbox"/>
Y – Food truck park area.....	4	3	2	1		<input type="checkbox"/>
Z – Other needs - (.....)	4	3	2	1		<input type="checkbox"/>

9b. Which THREE facilities/amenities above are the MOST important to you for the Parks and Recreation Department to focus on within the next five years?

(Write in the letter to the left of the facility in the blanks) 1st _____ 2nd _____ 3rd _____

10. How much more per year in additional property taxes would you be willing to pay in order to fund the improvement priorities you have suggested in this survey? (Check one answer)

- 1 More than \$200/year 3 Up to \$100/year 5 Up to \$50/year
 2 Up to \$200/year 4 Up to \$75/year 6 No increase

11. How long have you been a resident of Hickory Creek? (Check one answer)

- 1 Less than 2 years 2 2 to 5 years 3 6 to 10 years 4 11 to 20 years 5 Over 20 years



12. Which youth age groups are represented in your household? (Check all that apply)

- 1 0 to 5 years of age 3 11 to 13 years of age 5 No children in household
 2 6 to 10 years of age 4 14 to 18 years of age

13. How many persons, including yourself, reside within your household?

- 1 One 2 Two 3 Three 4 Four 5 Five 6 Six or more

14. Your age?

- 1 Under 18 3 25 to 34 5 45 to 54 7 65 to 74
 2 18 to 24 4 35 to 44 6 55 to 64 8 75+

15. Do you own or rent your home?

- 1 Own 2 Rent

16. Additional information or comments you would like to bring to the Parks and Recreation Department's attention.

(Write in response)





Item Attachment Documents:

12. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, adopting the 2020 Parks, Recreation, and Open Space Master Plan.

TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0224-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, ADOPTING THE 2020 PARKS, RECREATION, AND OPEN SPACE MASTER PLAN; MAKING FINDINGS; 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, on October 16, 2018 the Town Council approved an agreement with Dunaway Associates, L.P. (“Dunaway”) for the preparation of an update to the Town’s existing Parks, Recreation, and Open Space Master Plan (the “Master Plan”); and

WHEREAS, thereafter, Town staff, citizens of Hickory Creek, and Dunaway diligently worked with the Advisory Committee and the Town Council to discuss, consider and make recommendations about the various components of the Master Plan; and

WHEREAS, the Master Plan fully complies with Texas Parks and Wildlife master plan guidelines, which guidelines require parks and recreation needs to be prioritized and addressed in an action plan format; and

WHEREAS, after detailed study, investigation, research, public input, Advisory Committee input, Town Council input and consultant review and analysis, the Master Plan process has concluded and the Master Plan is now ready for adoption by the Town Council; and

WHEREAS, upon full review and consideration of the Master Plan, 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: The Town of Hickory Creek Parks, Recreation, and Open Space Master Plan, attached hereto as Exhibit A, is hereby adopted in its entirety. Said Master Plan shall not commit the Town of Hickory Creek to specific funding levels and implementation strategies but shall provide a guide for the Town’s vision for the availability and growth of park, open space, and recreational services.

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 24th day of February, 2020.

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

Item Attachment Documents:

13. Consider and act on appointments to various boards and commissions.



AGENDA INFORMATION SHEET

MEETING DATE: February 24, 2020

AGENDA ITEM: Consider and act on appointments to various boards and commissions.

SUMMARY: Board of Adjustments Alternate 2 with a term ending June 2020 is vacant.
Economic Development Corporation Place 6 with a term ending December 2020 is vacant.
Parks and Recreation Board Place 7 with a term ending June 2021 is vacant.

Item Attachment Documents:

14. Conduct a public hearing to hear public opinion regarding the proposed reallocation of assessments that have been levied against certain assessable property within the Hickory Creek Public Improvement District No. 2.

TOWN OF HICKORY CREEK, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the Town Council of Hickory Creek, Texas at 6:00 p.m. on February 24, 2020 at Hickory Creek Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065. The public hearing will be held to consider proposed reallocation of assessments that have been levied against certain assessable property within the Hickory Creek Public Improvement District No. 2 ("District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The boundaries of the District include approximately 111.424 acres generally located in the southeast quadrant of the intersection of Sycamore Bend Road and Turbeville Road within the Town of Hickory Creek, as more particularly described by a metes and bounds description available for public inspection at the office of the Town Secretary, Hickory Creek Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065.

All written or oral objections on the proposed reallocation of assessments within the District will be considered at the public hearing.

A copy of the proposed reallocated Improvement Area #1 Assessment Roll and Improvement Area #2 Assessment Roll relating to the District, which includes the reallocation of assessments that have already been levied against certain assessable parcels in the District, is available for public inspection at the office of the Town Secretary, Hickory Creek Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065.

Item Attachment Documents:

15. Consider and act on an ordinance reallocating assessments for the costs of certain improvements in the Hickory Creek Public Improvement District No. 2; approving an amended and restated service and assessment plan; providing a severability clause; and providing an effective date.

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2020-02-_____

AN ORDINANCE REALLOCATING ASSESSMENTS FOR THE COSTS OF CERTAIN IMPROVEMENTS IN THE HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 2; APPROVING AN AMENDED AND RESTATED AMENDED SAP; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Subchapter A of Chapter 372 of the Texas Local Government Code (the "Act") authorizes the governing body (the "Town Council") of the Town of Hickory Creek, Texas (the "Town") to create public improvement districts; and

WHEREAS, the Town Council has created the Hickory Creek Public Improvement District No. 2 (the "District"); and

WHEREAS, the Town Council and the Town staff have been presented a "Hickory Creek Public Improvement District No. 2 - 2020 Amended and Restated Amended SAP" (the "Amended SAP") including the proposed reallocation of the Improvement Area #1 Assessment Roll and the Improvement Area #2 Assessment Roll attached thereto (collectively, the "Reallocated Assessment Roll"), a copy of which is attached hereto as Exhibit A and is incorporated herein for all purposes; and

WHEREAS, the Amended SAP sets forth the change in previously Non-Benefitted Property (as defined in the Amended SAP) which requires a reallocation of the assessments that have been levied against each parcel of land in the District; and

WHEREAS, the Amended SAP sets forth the reallocated assessments to be levied against each parcel of land for the Authorized Improvements as determined by the method of assessment chosen by the Town; and

WHEREAS, the owner(s) (the "Landowner(s)"), or their representatives, of the privately-owned and taxable "Changed Property" (as defined in the Amended SAP) located in the District have indicated their approval and acceptance of the Amended SAP, of the Reallocated Assessment Roll, and their approval of the reallocation of the Assessments against property located within the District, and their agreement to pay the Assessments when due and payable; and

WHEREAS, and after considering the information, materials, evidence, and testimony offered to the Town Council prior to and at the public hearing, the Town Council has determined that it promotes the interests of the Town to adopt and approve this Ordinance.

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

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Ordinance Reallocating Assessments and Approving an Amended SAP

Unless otherwise defined in this Ordinance, capitalized terms used in this Ordinance shall have the meanings given to them in the Amended SAP.

Section 2. The Amended SAP attached as Exhibit A to this Ordinance is approved and adopted by the Town Council as the "service plan" for the District as required by Section 372.013 of the Act, the "assessment plan" for the District as required by Section 372.014 of the Act, and the "assessment roll" for the District as required by Section 372.016 of the Act. The Amended SAP has been reviewed by the Town Council and is hereby approved and adopted. The Amended SAP for the District shall be updated annually as required by the Act.

Section 3. The costs of the Authorized Improvements have been assessed and levied against the Assessed Property as an assessment against the benefitted property as set forth in the Amended SAP for the District. The costs of the Assessments are hereby reallocated between the Assessed Property and the Changed Property as set forth in the Amended SAP. The Amended SAP shall be effective upon the effective date of this Ordinance.

Section 4. (a) The reallocation of the Assessments shall be effective on the date of adoption of this Ordinance.

(b) The apportionment of the costs of the Authorized Improvements to be allocated against the Assessed Property within the District shall be as set forth in the Amended SAP.

(c) The Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Amended SAP; and (iii) any ordinance, resolution, bond indenture or agreement approved by the Town Council.

(d) Each Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Amended SAP.

(e) Each Assessment shall accrue and bear interest at the rate specified in the Amended SAP.

(f) Each Annual Installment shall be due and payable and shall be collected each year in the manner set forth in the Amended SAP.

(g) Assessments and the interest thereon shall be deposited as and when received by the Town into a separate fund to be used to pay the costs incurred for the Authorized Improvements, including debt service on Bonds issued to pay the costs of the Authorized Improvements, and the establishment of each such fund is hereby ratified.

(h) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of Bonds and actual Annual Collection Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Section 5. Based on information, materials, evidence, and testimony available to or provided to the Town Council, the Town Council has found and determined that the Assessments: (i) have been levied and reallocated in accordance with the Act based solely on the special benefits conferred on the Assessed Property and the Changed Property by the Authorized Improvements; (ii) have been levied based on the enhanced value of the Assessed Property and the Changed Property as a result of the Authorized Improvements; (iii) have taken into consideration reasonable classifications and formulas to allocate the costs of the Authorized Improvements; (iv) impose equal shares of the costs of the Authorized Improvements on property similarly benefited; (v) are in amounts necessary to pay the costs of the Authorized Improvements; and (vi) will continue for the period of time necessary to retire the Bonds issued to construct the Authorized Improvements. The Town Council further finds and determines that the Assessed Property and Changed Property is benefited by the Authorized Improvements in an amount that equals or exceeds the Assessment against the Assessed Property or Changed Property and that the Assessment is otherwise just and equitable. The findings and determinations by the Town Council represent the discretionary exercise by the Town Council of its legislative and governmental authority and power.

Section 6. The Town Council and the Landowner(s) intend for the obligations, covenants, and burdens on the landowners of the Assessed Property and Changed Property, including without limitation such Landowner(s)' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants running with the land. The Assessments and Annual Installments thereof which are levied are binding upon the Landowner(s), as the owners of the Assessed Property and Changed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessment shall have a lien priority as specified in the Amended SAP and the Act.

Section 7. This Ordinance incorporates by reference all provisions and requirements of the Act.

Section 8. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the Town Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 9. The Town Secretary is directed to cause a copy of this Ordinance, including the Reallocated Assessment Roll for the District, to be recorded in the real property records of Denton County. Copies of the Amended SAP and any updates thereto may be obtained or viewed in the Town Secretary's Office located at Hickory Creek Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, TX 75065.

Section 10. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

PASSED, APPROVED AND ADOPTED ON FEBRUARY 24, 2020.

ATTEST:

Lynn C. Clark; Mayor

Kristi Rogers; Town Secretary

[SEAL]

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ___ day of _____, 2020 by Lynn Clark and Kristi Rogers, the Mayor and Town Secretary, respectively, of the Town of Hickory Creek, Texas on behalf of said Town.

Notary Public, State of Texas

(Notary Seal)

EXHIBIT A

**HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 2
AMENDED SAP**

(see attached)

Item Attachment Documents:

17. Reconvene a public hearing continued from January 27, 2020 on a request from CTMGT Turbeville LLC. to modify the zoning designation of PD – Planned Development on a 6.72 acre portion of an 8.0454 acre tract of land legally described as Steeplechase South Addition, Block A, Lot 1, and consider and act on an ordinance adopting the same. The property is located in the 1900 Block of Turbeville Road.

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2020-02-_____

AN ORDINANCE OF THE TOWN COUNCIL OF HICKORY CREEK, TEXAS, AMENDING AS HERETOFORE AMENDED, ITS COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE TOWN BY DESIGNATING CERTAIN TRACT OF LAND DESCRIBED AS AN APPROXIMATELY 6.72 GROSS ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; AS PD (PLANNED DEVELOPMENT); PROVIDING THAT SUCH TRACTS OF LAND SHALL BE USED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE PLANNED DEVELOPMENT ZONING DISTRICT DESIGNATION FOR THE SUBJECT PROPERTY; PROVIDING A PRELIMINARY SITE PLAN; PROVIDING DEVELOPMENT STANDARDS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE TOWN OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Title 7, Chapter 211.003 of the Texas Local Government Code empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the owner/representative of 6.72 gross acres of land described on Exhibit "A" attached hereto and incorporated herein (the "Property"), has applied for a zoning modification of its current zoning of PD (Planned Development) District; and

WHEREAS, such application further requested an amendment to the official Zoning District Map of the Town in accordance with the zoning ordinance of the Town; and

WHEREAS, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of the Town, and after considering the information submitted at that public hearing and all other relevant information and materials, the Planning and Zoning Commission of the Town has forwarded to the Town Council its favorable recommendation regarding the adoption of the amendment to the Comprehensive Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after public notices were given, legal notices and other requirements were satisfied, and a public hearing was conducted, all in accordance with State law and the Comprehensive Zoning Ordinance of this Town, and after considering the information submitted at that public hearing and all other relevant information and materials, including the character of the Property and its suitability for particular uses and development, with a view of encouraging the most appropriate use of the Property, the Town Council made a finding that the rezoning approved hereby accomplishes such objectives; and

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

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

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

SECTION 3
REZONING

The zoning ordinance of the Town of Hickory Creek, Texas, the same being the Town's Comprehensive Zoning Ordinance, as it exists on the date of the adoption of this Ordinance (the "Comprehensive Zoning Ordinance") is hereby amended in the following particulars, and all other articles, chapters, sections, paragraphs, sentences, definitions, phrases, and words are not amended but are hereby ratified and affirmed:

- A. The zoning of the Property hereby designates PD (Planned Development) District for use in accordance with the requirements of this Ordinance and all other applicable ordinances, rules, and regulations of the Town. Requirements of this Ordinance are more specifically described and set forth in Exhibits "B" and "C", which are attached hereto and incorporated herein for all purposes and shall apply to the "PD" Planned Development unless otherwise specified in such Exhibits.
- B. The development standards for this Planned Development are attached hereto as Exhibit "B" and are incorporated herein as if copied in their entirety. Such development standards shall be adhered to in carrying out the development of the Property in accordance with this Ordinance and shall individually and collectively constitute

conditions precedent to the granting of any Certificate of Occupancy and building permit for all structures within this Planned Development.

- C. A conceptual site plan for the Property is attached hereto as Exhibit "C" and incorporated herein as if copied in its entirety.

SECTION 4 **APPLICABLE REGULATIONS**

Except as otherwise provided in this Ordinance, the Property shall be subject to the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances and regulations of the Town, including, but not limited to, the Town's subdivision ordinance, building codes, requirements concerning preliminary and comprehensive site plans, landscape plans, and tree preservation. It shall be unlawful for any person, firm, or corporation to make sure of said premises in some manner other than as outlined by this Ordinance.

SECTION 5 **ZONING MAP**

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

SECTION 6 **CUMULATIVE**

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

SECTION 7 **SAVINGS**

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

SECTION 8 **SEVERABILITY**

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

SECTION 9
PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues. If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 10
PUBLICATION

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

SECTION 11
ENGROSSMENT AND ENROLLMENT

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

SECTION 12
EFFECTIVE DATE

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek,
Texas, this 24th day of February, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit A
Legal Description: Lot 1R, Block A

BEING a 6.72 acre tract of land situated in the M.E.P. & P.R.R. Company Survey, Abstract Number 915, Town of Hickory Creek, Denton, Texas, and being all of that tract of land described as Lot 1, Block A of Steeplechase South Addition, Phase I, as recorded in Document Number 2012-210, of the Official Public Records of Denton County, Texas, (O.P.R.D.C.T.), and being part of a tract of land described as "Tract 3 - South" in Special Warranty Deed to CTMGT Turbeville, LLC, as recorded in Document Number 2011-121573, (O.P.R.D.C.T.), and more particularly described as follows [The basis of bearing is the Texas Coordinate System of 1983, North Central Zone (4202)]("Record" bearings and distances cited herein are from said Special Warranty Deed to CTMGT Turbeville, LLC):

COMMENCING at a 3/4-inch found iron pipe with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for the north corner of a corner clip of Lot 1X, Block A of said Steeplechase Addition, said corner being at the intersection of the south right-of-way line of Turbeville Road (a variable width right-of-way, Document Number 2012-210, O.P.R.D.C.T.) and the northeast right-of-way line of Sycamore Bend Road (a variable width right-of-way);

THENCE South 88 degrees 41 minutes 24 seconds East, with said south right-of-way line and the north line of said Lot 1X, a distance of 283.03 feet to a 1/2-inch found iron rod with cap for the POINT OF BEGINNING, said corner being the common northeast corner of said Lot 1X and the northwest corner of Lot 1;

THENCE South 88 degrees 41 minutes 24 seconds East, with said south right-of-way line and the north line of said Lot 1, a distance of 239.69 feet to a 3/4-inch found iron pipe with cap for corner;

THENCE over and across said Lot 1, Block A, the following bearings and distances:

South 05 degrees 48 minutes 52 seconds West, departing said south right-of-way line and the north line of said Lot 1, a distance of 132.35 feet to a corner, said corner being the point of curvature of a tangent circular curve to the left, having a radius of 60.50 feet, whose chord that bears South 39 degrees 11 minutes 08 seconds East, a distance of 85.56 feet;

Southeasterly, with said curve, through the central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 95.03 feet to a corner;

South 84 degrees 11 minutes 08 seconds East, a distance of 135.39 feet to a corner, said corner being the point of curvature of a tangent circular curve to the left, having a radius of 80.50 feet whose chord that bears North 50 degrees 48 minutes 52 seconds East, a distance of 113.84 feet;

Northeasterly, with said curve, through the central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 126.45 feet to a corner;

North 05 degrees 39 minutes 28 seconds East, a distance of 0.44 feet to a corner;

South 89 degrees 12 minutes 45 seconds East, a distance of 24.53 feet to a corner on the common east line of said Lot 1, Block A and the west line of Lot 1, Block C of said Steeplechase Addition;

THENCE South 05 degrees 48 minutes 52 seconds West, with the common east line of said Lot 1, Block A and the west line of 3, and 4, Block C of said Steeplechase Addition, a distance of 223.35 feet to a 1/2-set iron rod with cap for a common “ell” corner of said Lot 1, Block A and the southwest corner of said Lot 3, Block C;

THENCE South 84 degrees 11 minutes 08 seconds East, with the common south line of said Lot 3, Block C and the northeast line of said Lot 1, Block A, a distance of 163.12 feet to a 1/2-set iron rod with cap for an “ell” corner of said Lot 1, Block A, said corner being on the west line of Lot 2, Block C;

THENCE South 06 degrees 02 minutes 56 seconds West, with the common west line of said Lots 1 and 2, Block C and the east line of said Lot 1, Block A, a distance of 172.17 feet to a 1/2-set iron rod with cap for a common “ell” corner of said Lot 1, Block A, and said Lot 1, Block C;

THENCE North 68 degrees 52 minutes 41 seconds East, with the common northeast line of said Lot 1, Block A and the south line of said Lot 1, Block C, a distance of 82.00 feet to a 1/2-set iron rod with cap for a common “ell” corner of said Lot 1, Block A, and said Lot 1, Block C;

THENCE North 82 degrees 39 minutes 01 second East, with the common northeast line of said Lot 1, Block A and the south line of said Lot 1, Block C, a distance of 149.61 feet to a 1/2-set iron rod with cap for a common “ell” corner of said Lot 1, Block A, and said Lot 1, Block C, said corner being on the west right-of-way line of Chestnut Lane (a 50-foot wide right-of-way) ;

THENCE South 07 degrees 20 minutes 59 second East, with the east line of said Lot 1, Block A and said west right-of-way line, a distance of 20.00 feet to a 1/2-set iron rod with cap for a common “ell” corner of said Lot 1, Block A, and Lot 36, Block B;

THENCE with the south line of said Lot 1, Block A, the following bearings and distances:

South 82 degrees 39 minutes 01 second West, with the north line of Lots 35 and 36, Block B, a distance of 147.19 feet to a 1/2-inch set iron rod with cap for corner;

South 68 degrees 52 minutes 41 seconds West, with the northwest line of Lots 32, 33, 34 and 35, Block B, a distance of 391.56 feet to a 1/2-inch set iron rod with cap for an “ell” corner of said Lot 1, Block A and Lot 1X, Block A;

North 37 degrees 55 minutes 42 seconds West, with the northeast line of said Lot 1X, a distance of 158.67 feet to a 1/2-inch set iron rod with cap for corner;

South 52 degrees 04 minutes 18 seconds West, with the northeast line of said Lot 1X, a distance of 173.16 feet to a 1/2-inch set iron rod with cap for corner;

South 79 degrees 50 minutes 09 seconds West, with the northeast line of said Lot 1X, a distance of 105.04 feet to a 1/2-inch set iron rod with cap for corner;

THENCE with the west line of said Lot 1, Block A, and the northeast line of said Lot 1X, Block A, the following bearings and distances:

North 10 degrees 09 minutes 51 seconds West, a distance of 139.28 feet to a 1/2-inch set iron rod with cap for corner, said corner being the point of curvature of tangent circular curve to the right, having radius of 125.00 feet, whose chord bears North 06 degrees 31 minutes 48 seconds East, a distance of 71.82 feet;

Northerly, with said curve, through a central angle of 33 degrees 23 minutes 19 seconds, an arc distance of 72.84 feet to a 1/2-inch set iron rod with cap for corner;

North 23 degrees 13 minutes 28 seconds East, a distance of 92.50 feet to a 1/2-inch set iron rod with cap for corner, said corner being the point of curvature of tangent circular curve to the left, having radius of 175.00 feet, whose chord bears North 03 degrees 49 minutes 04 seconds East, a distance of 116.29 feet;

Northerly, with said curve, through a central angle of 38 degrees 48 minutes 47 seconds, an arc distance of 118.55 feet to a 1/2-inch set iron rod with cap for corner;

North 15 degrees 35 minutes 20 seconds West, a distance of 73.24 feet to a 1/2-inch set iron rod with cap for corner, said corner being the point of curvature of tangent circular curve to the right, having radius of 30.00 feet, whose chord bears North 07 degrees 41 minutes 42 seconds East, a distance of 23.72 feet;

Northerly, with said curve, through a central angle of 46 degrees 34 minutes 03 seconds, an arc distance of 24.38 feet to a 1/2-inch set iron rod with cap for corner, said corner being the point of reverse curvature of non-tangent circular curve to the left, having radius of 50.00 feet, whose chord bears North 28 degrees 51 minutes 21 seconds West, a distance of 86.46 feet;

Northwesterly, with said curve, through a central angle of 119 degrees 40 minutes 08 seconds, an arc distance of 104.44 feet to a 1/2-inch set iron rod with cap for corner;

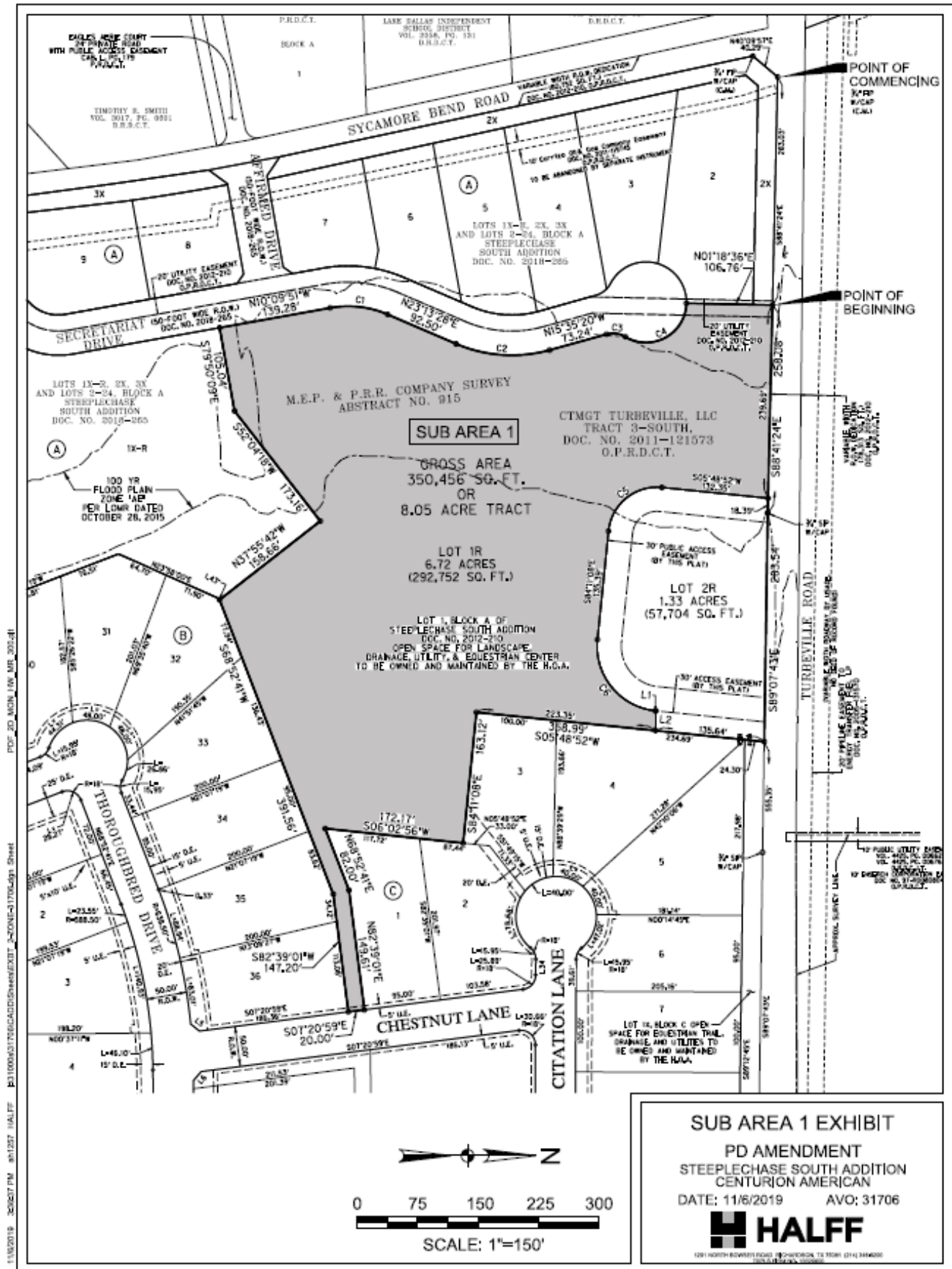
North 01 degree 18 minutes 36 seconds East, a distance of 106.76 feet to the POINT OF BEGINNING and containing 6.72 acres (292,752 square feet) of land, more or less.

Exhibit B
Planned Development Standards

- 1) Except as otherwise provided in this Ordinance, the Property shall be used and developed in accordance with the regulations applicable to property within the SF-3 Residential District, as set forth in the Comprehensive Zoning Ordinance in effect on the date of the adoption of Ordinance No. 2011-11-675 (the “Zoning Ordinance”).
- 2) The minimum side yard setback shall be ten feet, except that a reduced side yard setback of six feet is permitted on irregularly shaped lots identified on the preliminary or comprehensive site plan.
- 3) The minimum lot width shall be 90 feet, measured at the minimum front yard setback line, for all lots other than irregularly shaped lots identified on the preliminary or comprehensive site plan, which shall have a minimum lot width of 60 feet, measured at the minimum front yard setback line. All lots shall have a minimum width of 30 feet at the front property line.
- 4) The average lot size within the planned development shall be 15,000 square feet. No lot shall be less than 12,000 square feet in area.
- 5) Each dwelling unit shall have a minimum of 2,500 square feet of air conditioned living space.
- 6) Additional uses permitted this planned development are as follows:
 - a) Equestrian center.
 - b) Private open space.
 - c) Accessory buildings.
 - d) Retention and detention ponds. Each pond shall include a fountain or other feature to aerate the water.
 - e) Servant’s quarters on lots that are four acres or larger.
- 7) Gas drilling and related activities are prohibited on the Property except within the existing, permitted gas well pad site identified in Exhibit “C”.
- 8) Prior to the issuance of a building permit, a comprehensive site plan must be approved in accordance with Article XVII and Article XXVII of the Zoning Ordinance. The landscape plan required by Article XXVII shall only be required to show landscaping along the perimeter of the subdivision and shall not be required to show landscaping of individual lots. If a building permit has not been issued within one year of the approval of the comprehensive site plan, approval of the comprehensive site plan shall expire.
- 9) All new buildings shall be constructed according to the Standard Masonry Construction requirements as defined in the Zoning Ordinance.

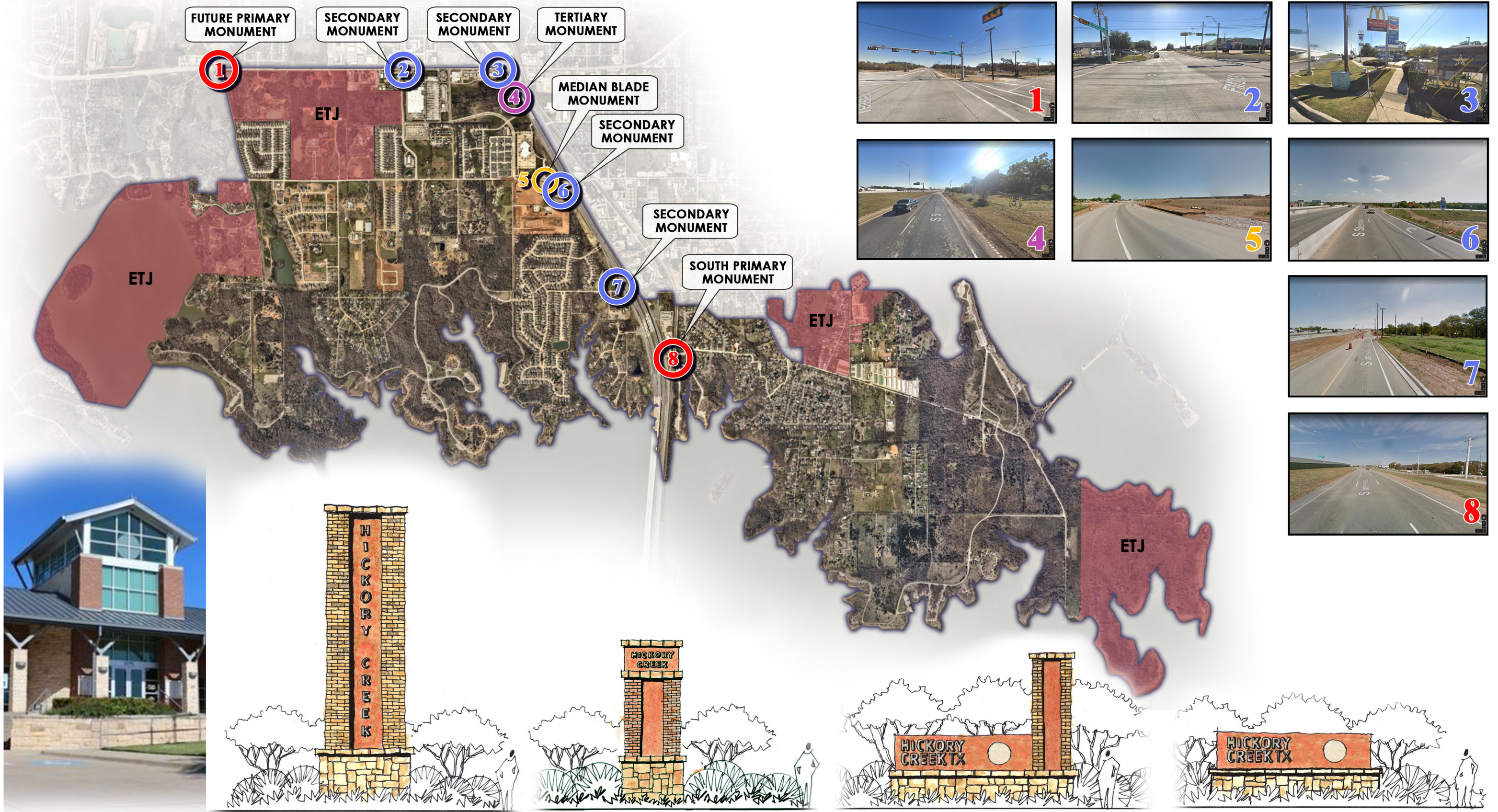
- 10) In addition to the additional uses permitted as set forth in Paragraph 6 above, the following additional uses shall be permitted by right only in Subarea 1 of the Property (“Subarea 1”) as depicted on the map attached hereto:
- a) Stable, boarding
 - b) A maximum one living quarters on site with a business
 - c) Office

Exhibit C Conceptual Site Plan



Item Attachment Documents:

18. Discussion regarding alternatives to constructing a gateway monument.



PRIMARY MONUMENT

SECONDARY MONUMENT

TERTIARY MONUMENT

BLADE MONUMENT

HICKORY CREEK, TX - MONUMENTATION

Item Attachment Documents:

19. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Half Associates, Inc. for the Gateway Monument Design project.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0224-__**

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 AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK AND HALFF ASSOCIATES, INC., AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Professional Services Agreement for professional engineering services for the Gateway Monument Design Project (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 24th day of February, 2020.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

EXHIBIT A
SCOPE OF SERVICES
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOWN OF HICKORY CREEK, TEXAS
AND
HALFF ASSOCIATES, INC.
FOR THE
GATEWAY MONUMENT DESIGN PROJECT

I. PROJECT DESCRIPTION

The purpose of this project is for Halff Associates, Inc. (HALFF) to refine the downtown monument signage concept and create contract documents and specifications for the Gateway Monument (PROJECT) signage in the Town of Hickory Creek, TX (TOWN). The scope will include a topographical survey, and construction documents for structural, landscape and lighting. Base services shall include Landscape Architecture, Civil Engineering, Structural Design, and MEP Electrical Design. The monument signage will be designed in accordance with the style and form of the design concept selected by the TOWN

II. PROJECT MANAGER

Halff Associates, Inc.
Kirk Wilson, PLA, LI
Team Leader
4000 Fossil Creek Blvd.
Fort Worth, TX 76137
817-764-7447
kwilson@halff.com

III. TASK SUMMARY

Task 1 - Project Management Scope of Services - (\$7,000.00)

a. Internal Team Meetings

HALFF shall conduct internal team meetings as required by the project. The internal team meetings will include internal coordination of project processes, program items and schedules.

b. Communications and Reporting

1. Pre-Design Coordination Meeting

HALFF shall conduct a pre-design coordination meeting with the TOWN to review the previously selected downtown monument sign concept and discuss location and orientation of the proposed sign. The pre-design coordination meeting will be held at the TOWN administrative office.

Meetings: One (01)

2. Design Submittal Review Meetings

HALFF shall conduct a design submittal review meeting with TOWN staff members to discuss all comments related to the project at each submittal milestone. All design submittal review meetings will be held at the TOWN office. The meeting and submittal milestones shall be as follows:

- a. Concept Development Drawings – One meeting
- b. 90% Design Drawings - Conference Call
- c. Final Design Drawings - Conference Call

Meetings: Three Meetings (03) - one in-person, two conference calls

3. Agency Coordination

Agency Coordination with the TOWN, TxDOT, Oncor and other entities to establish the project's goals and objectives, identify parameter for the upcoming planning and design efforts.

Meetings: One (01)

Task 2 - Topographical Survey and Base Map Preparation - (\$5,000.00)

1. Topographical Survey

Perform detailed topographical surveying for the PROJECT located at S Stemmons Freeway Ramp and Tuberville Road. The survey will be based on the Texas State Plane Coordinate System 4202 North Central Texas datum. The survey will include the following:

- a. Horizontal and Vertical control points will be established such that all points of construction will be within 500 ft. (300 ft. if visibility issues with line of sight) of a control point. Vertical benchmarks should not be subject to loss during construction.
- b. Topographic survey of the proposed improvements including, tie all above ground improvements within the corridor, tie back of curb, visible utilities, and property corners (no boundary resolution).
- c. Compile the digital information provided by the Engineer during the data gathering exercises into a base map for use during the planning and design activities. This base map will illustrate information such as locations of existing streets; existing wet and dry utilities; vegetation; and existing topography.

Task 3 - Construction Document Preparation – (\$44,000.00)

Based on the approved Concept Design, HALFF shall prepare, for approval by the TOWN, a complete set of construction documents and specifications as defined below. HALFF shall prepare and print two draft sets (one 11x17 and one 22x34) and one digital pdf file copy of drawings for review and comment. Drawings and specifications shall be submitted at 90% and Final submittal stages as defined in the scope of work. HALFF will provide the following drawings for submittal:

1. Landscape & Irrigation Plan (\$10,000)

HALFF shall provide a sustainable landscape and irrigation design that promotes native planting, low water usage and minimal maintenance. The landscape will reflect the natural characteristics of its surrounding ecology and native environment. The landscape plan will show all plantings, arrangement of plant materials, mow areas, and landscape berms. The quantity, species, size and spacing of all materials will be specified in a material schedule on the plan. Details for the proper installation of plants will also be included.

HALFF shall design and provide details for the irrigation plan. Upon approval of the landscape plan, we will prepare an irrigation plan that responds to the proposed landscape, being sensitive to the native plant material. The plan will be developed with an emphasis on proper zoning of the system in order to maximize efficient water management. The system will be designed to permit separate watering of turf grass. Details for the proper installation of sprinkler heads, valves, pipe, service connection, controller and other items will be shown on the plan.

2. Monument Sign Design (\$5,000.00)

HALFF shall prepare Monument Signage design for the intersection of S Stemmons Freeway Ramp and Tuberville Road. PROJECT to include preparation of drawings and specifications required for the site monument features including plan view layout, dimension control, section, elevation, details, materials and specifications. Geotechnical report not included in the scope of work and shall be provided by the Town.

3. Structural Design (\$12,000.00)

HALFF shall prepare drawings and specifications required for the proposed gateway monument. Plans shall include layout, including dimension control, section, elevation, details, materials and specifications. The geotech report *(As required, shall be negotiated with an approved vendor by the TOWN)*

4. Electrical Design (\$10,000.00)

HALFF shall prepare lighting and electrical power design and contract documents for the gateway monuments and coordinate power supply needed for irrigation. Services to include lighting design plans and details, fixture selection, coordinate meeting at the site with Utility provider as required design power distribution.

5. Cost Estimating (\$5,000.00)

HALFF shall prepare one preliminary and one final estimate of probable construction cost for items to be included in overall project cost estimates. Estimates shall be prepared utilizing standard cost and/or quantity estimate practices.

6. Reimbursable Expenses (\$2,000.00)

Reimbursable Expenses shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals.

Task 4 – Bidding – (\$5,000.00)

1. Attend one pre-bid meeting; meeting time and location to be selected by the Town.
2. Answer and respond to RFI's and Issue Addendums.
3. Review bid received, tabulate and provide written response to Town.

Task 5 - Construction Administration – (\$5,000.00)

The HALFF shall provide construction administration services to include the following:

1. Answer Contractor's Request for Information (RFI's).
2. Review and respond to construction (shop drawing) submittals;
3. Provide record drawings based on Contractor's site "markups".

Note: Day-to-day construction inspection is excluded from this scope of work and will be the responsibility of the TOWN.

FEE SUMMARY

GATEWAY MONUMENT DESIGN

I. Task 1 - Project Management Scope of Services	\$	7,000.00
II. Task 2 - Topographical Survey and Base Map Preparation	\$	5,000.00
III. Task 3 - Construction Document Preparation	\$	44,000.00
IV. Task 4 – Bidding	\$	5,000.00
V. Task 5 - Construction Administration	\$	5,000.00

Subtotal Design Services	\$	66,000.00
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Additional Services

Additional Services not included in the Proposed Scope of Work will be negotiated with the TOWN as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as shown below. Items that are considered additional services include:

- 1) Client generated changes to the design once Construction Document Preparation is in progress. Time will be billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.
- 2) Construction Observation or Site Visits.
- 3) Geotechnical Services by the TOWN.
- 4) TDLR Plan submittal and review.
- 5) Design of areas outside the limits of the project site.
- 6) Additions to the project scope or budget that causes additional work.
- 7) Additional meetings or workshops not identified in the project scope.
- 8) Revisions to the plans requested by the Client after the plans are approved in writing, unless necessitated by discrepancy in the plans.
- 9) Permit fees, filing fees, pro-rated fees, impact fees, taxes, and federal and/or state regulatory agency review fees.
- 10) Design of gas, telephone or other utility improvements.
- 11) Trail plan and/or profile.
- 12) Submittal coordination meetings, except as noted herein.
- 13) Printing of drawings, specification and contract documents except as noted herein.
- 14) Construction Administration or full-time construction inspection.
- 15) Graphic products except as noted herein.
- 16) Quality control and material testing services during construction except for submittal reviews.
- 17) Traffic Engineering reports or studies.
- 18) Traffic control plan (by the contractor).
- 19) Construction staking.
- 20) Design of major existing utility relocations or modifications.
- 21) Negotiations/agreements with adjacent property owners.
- 22) Plat or final plat preparation.
- 23) Analysis or coordination not specifically included in the Scope of Services.
- 24) Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
- 25) Preparation of any special interim sets of Construction documents for phased construction other than previously stated.
- 26) Preparation or submittal of any design calculations.
- 27) Printing of Drawings and Specifications for Bidding.
- 28) As-built drawings or diskettes for the Owner.
- 29) Construction Phase Services not listed under Basic Services.
- 30) Coordination with insurance companies, attorneys, or banking institutions.
- 31) Bid evaluation and management.
- 32) Evaluation or re-design of value engineering proposed by the contractor.
- 33) Additional labor or overtime to complete the project, due to lack of information provided in a timely manner.
- 34) Modifications to documents after documents are issued for construction.
- 35) Modification to documents to meet budgeting constraints of other disciplines.
- 36) Significant design revisions following substantial completion of the Construction Documents, which are not due to design errors or omissions.

Item Attachment Documents:

20. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to accept a voluntary petition for annexation of a 24.31 acres of real property located in the H.H. Swisher Survey, Abstract No. 1220, Denton County, Texas.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0224-__**

**A RESOLUTION OF THE TOWN OF HICKORY CREEK, TEXAS,
HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF
HICKORY CREEK, TEXAS, TO ACCEPT A VOLUNTARY PETITION
FOR ANNEXATION OF 24.31 ACRES OF REAL PROPERTY
LOCATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220,
DENTON COUNTY, TEXAS AND PROVIDING AN EFFECTIVE DATE**

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

WHEREAS, the Town Council has been presented with a Voluntary Annexation Petition (hereinafter “Petition”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, having been executed by the landowner the territory described in the Petition requesting that the Town extend its present municipal limits so as to include said territory; and

WHEREAS, upon full re-view and consideration of the Petition, and all matters attendant and related thereto, the Town Council is of the opinion that the Petition should be approved, and that the Mayor shall be authorized to execute any necessary documents on behalf of the Town of Hickory Creek to effectuate said Petition.

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

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

Section 1: That the Mayor of the Town of Hickory Creek, Texas, hereby approves the Annexation Petition of 24.31 acres of real property located in the H.H. Swisher Survey, Abstract No. 1220, and more particularly described in the attached Exhibit "A", on behalf of the Town of Hickory Creek, Texas.

Section 2: That the Mayor of the Town of Hickory Creek, Texas, is hereby authorized to execute any and all documents necessary to complete this process on behalf of the Town of Hickory Creek, Texas.

Section 3: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 24th day of February, 2020.

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

Item Attachment Documents:

21. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, setting a date, time and place for a public hearing on the proposed annexation of a 24.31 acres of certain property located in the H.H. Swisher Survey, Abstract No. 1220, Denton County, Texas by the Town of Hickory Creek, Texas and authorizing and directing the Mayor to publish notice of said public hearing.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0224-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF 24.31 ACRES OF CERTAIN PROPERTY LOCATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, DENTON COUNTY, TEXAS BY THE TOWN OF HICKORY CREEK, TEXAS AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SAID PUBLIC HEARING AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: On the 23rd day of March, 2020, at 6:00 p.m., in the Town Council Chamber of the Town Hall of the Town of Hickory Creek, Texas, the Town Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the Town of Hickory Creek, Texas of the real property described on Exhibit A, which is incorporated herein for all purposes.

Section 2: The Mayor of the Town of Hickory Creek, Texas, is hereby authorized and directed to cause notice of such public hearings to be published once in a newspaper having general circulation in the Town and in the above-described territory not more than twenty days nor less than ten days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

Section 3: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 24th day of February, 2020.

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

Item Attachment Documents:

22. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Town Administrator of the Town of Hickory Creek, Texas to execute a contract between the Town of Hickory Creek, Texas and the Texas Commission on Environmental Quality.

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0224-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE TOWN ADMINISTRATOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE A CONTRACT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Texas Volkswagen Environmental Mitigation Program Contract by and between the Town of Hickory Creek, Texas and Texas Commission on Environmental Quality (hereinafter the "Contract") for Volkswagen mitigation grants, 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 Town Administrator shall be authorized to execute them on behalf of the Town of Hickory Creek.

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

Section 1: That the Town Administrator 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 24th day of February, 2020.

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

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
 TEXAS VOLKSWAGEN ENVIRONMENTAL MITIGATION PROGRAM CONTRACT
 CONTRACT SIGNATURE PAGE

Contract Name:	Texas Volkswagen Environmental Mitigation Program (TxVEMP)
Contract Number:	582-20-12674-VW
PERFORMING PARTY Name:	Town of Hickory Creek
Total Contract Amount Not To Exceed:	\$126,294.00
Contract Effective Date:	Date of last signature
Contract Expiration Date & Purchase Expiration Date:	24 months after Contract Effective Date
Activity Life Expiration Date:	Five years from final reimbursement date

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas and the named PERFORMING PARTY enter this Contract for the purpose of providing financial assistance for emissions reduction projects as authorized under Texas Water Code Section 5.124, the Volkswagen Environmental Mitigation Trust Agreement for State Beneficiaries (State Trust), and the Beneficiary Mitigation Plan for Texas. The Parties agree the PERFORMING PARTY will conduct the Grant Activities required by the Contract and will be reimbursed from the State Trust for authorized Allowable Costs in accordance with the Texas Uniform Grant Management Standards and the Contract.

Authorized Official	Texas Commission on Environmental Quality (TCEQ)	Town of Hickory Creek (PERFORMING PARTY)
Printed name:	Mike Wilson, P.E.	Mr. John M. Smith Jr.
Title:	Director, Air Grants Division	Town Administrator
By (Authorized Signature):		
Date of Signature:		

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GENERAL CONDITIONS
for
Texas Volkswagen Environmental Mitigation Program
Replacement and Repower Activities

ARTICLE 1. DEFINITIONS

Unless defined herein, terms in this Contract and Contract Documents will have the meanings provided in the Texas Uniform Grant Management Standards (UGMS) or the Volkswagen Environmental Mitigation Trust Agreement for State Beneficiaries (State Trust) and Beneficiary Mitigation Plan for Texas (Mitigation Plan). The following terms have the meanings indicated.

1.1 Activity Life - the time period established by the TCEQ that is used to determine the emissions reductions of the activity. The Activity Life begins on the date the final reimbursement payment is made under the grant, continuing for five (5) years afterwards. Upon acceptance by TCEQ of the final disposition verification and completion of all reimbursements, the TCEQ will notify the PERFORMING PARTY in writing of the Activity Life start and end dates for each activity.

1.2 Application - the Application for a grant submitted by the PERFORMING PARTY including any amendments or supplemental conditions added to the application. An Application may include one or more Supplemental Forms, which pertain to the individual activities to be conducted under the grant. The Application is used to develop the Scope of Work. In case of conflict between the Application and Scope of Work, the Scope of Work will take precedence.

1.3 Authorized Official - the individual authorized to sign legal documents on behalf of the TCEQ and the PERFORMING PARTY. Authorized Officials of the TCEQ and the PERFORMING PARTY are designated in writing in the Contract.

1.4 Contract Period - term of the Contract from the Contract Effective Date through final reimbursement payment. This Contract will administratively terminate at the end of the Contract Period with the final reimbursement payment and release of claims; however, the PERFORMING PARTY remains obligated for the Activity Life of the Contract.

1.5 Final Completion - when the Grant Activities are completed in the judgment of the TCEQ. This will usually occur upon the successful completion of the Activity Life of all the Grant Activities under this Contract.

1.6 Grant Activity/Activities - activities the PERFORMING PARTY has agreed to perform under this Contract that are detailed in the Scope of Work.

1.7 Grant - means the Contract between TCEQ and the PERFORMING PARTY consisting of the documents listed in Article 8, Contract Documents. The term "Grant" shall be used interchangeably as "Agreement" or "Contract."

1.8 Grant Equipment - the equipment, real property, vehicles, qualifying fuel, infrastructure, processes and technology, and the related goods and services in a Grant Activity for which the cost of purchase or utilization is reimbursed, in whole or in part, under this Contract. The term includes replacements for the Grant Equipment which is lost, stolen, or irreparably damaged.

1.9 Incremental Costs - the cost of an approved activity less a baseline cost that would otherwise be incurred by the PERFORMING PARTY in the normal course of business, as determined according to the RFGA.

1.10 Minor Change - a written document which provides for minor changes in the work in accordance with these General Conditions, but which does not involve a change in the Contract Amount or the Contract Period.

1.11 NO_x - nitrogen oxides (NO_x) are a class of pollutants formed when fuel is burned at a very high temperature (above 1200° F), such as in automobiles and power plants. For air pollution purposes, it is composed primarily of nitric oxide (NO), nitrogen dioxide (NO₂), and other oxides of nitrogen, and it plays a major role in the formation of ground-level ozone in the atmosphere through a complex series of reactions with volatile organic compounds (VOCs).

1.12 Optimum Performance - the level of performance at which Grant Equipment functions to achieve the anticipated emissions reductions.

1.13 PERFORMING PARTY - the grant recipient indicated on the signature page of this Contract, also referred to in this agreement as the "grantee."

1.14 Purchase Expiration Date - the date specified in the Contract when all costs for Grant Equipment must be incurred and paid.

1.15 Priority Areas - the eligible areas and counties where the PERFORMING PARTY must use the grant-funded equipment a minimum of 51% of the annual use during the Activity Life. The applicable Priority Areas are listed in the TxVEMP RFGA, TxVEMP Application, and the Scope of Work of this Contract.

1.16 Project Representative - individual identified by each party and designated in this Contract to whom all communications, signed contracts and related documents, and written correspondence will be addressed and delivered.

1.17 Scope of Work - the contract document detailing the requirements of the Grant Activities.

1.18 State - means the State of Texas.

1.19 Termination - means a permanent end and cessation of the Contract because: the Purchase Expiration Date has passed without completion of purchases eligible for reimbursement; all requirements of this Contract are completed within the sole discretion of the TCEQ; the PERFORMING PARTY has requested termination and repaid funds as allowed by Section 19.7; or the Contract is ended by action of the TCEQ for cause or for convenience. The Date of Termination is the Purchase Expiration Date, Final Completion, or the effective date of action by the TCEQ ending the Contract for cause or for convenience, as applicable.

1.20 Written Amendment - a document signed by the PERFORMING PARTY and the TCEQ which authorizes an adjustment in the Contract Amount or the Contract Period, or substantive changes to the Grant Activities affecting obligations between the parties issued on or after the Effective Date of the Contract.

ARTICLE 2. GOVERNING STANDARDS AND LEGAL AUTHORITY

This Contract is subject to: (1) Texas Water Code Section 5.124 (TCEQ's authority to award grants) and Section 5.229 (TCEQ's general authority to enter into contracts); (2) the Uniform Grant and Contract Management Act, Texas Government Code, Section 783.001 et seq., and the Texas Uniform Grant Management Standards (UGMS); (3) TCEQ rules and policies (pertaining to TCEQ contracts and grants); (4) the State Trust Agreement and the Mitigation Plan; (5) the RFGA; and (6) other applicable Federal and State rules and statutes.

ARTICLE 3. PURPOSE

This grant program implements a portion of the Texas Volkswagen (VW) Environmental Mitigation Program (TxVEMP) established and administered by the TCEQ. Visit the TxVEMP website, www.TexasVWFund.org, for more information on the background and purpose of the TxVEMP.

ARTICLE 4. FUNDS

4.1 Amount Limits on Funds. The PERFORMING PARTY will receive reimbursement for the costs of the conforming Grant Activities. The Total Contract Amount Not to Exceed is shown on the Signature Page.

4.2 TCEQ in its sole discretion will determine whether costs are eligible and conform to the Grant Activities. The actual amount of reimbursement authorized may be less than the Total Contract Amount Not to Exceed. The Total Contract Amount Not to Exceed is not a guarantee of payment, nor does the Contract guarantee a minimum amount of reimbursement.

4.3 Time Limits on Funds (Purchase Expiration Date). Costs to be reimbursed under this Contract must be incurred and paid by the Purchase Expiration Date as identified on the Signature Page of this Contract.

ARTICLE 5. CONTRACT PERIOD

5.1 This Contract will commence on the Effective Date of the Contract and will expire 24 months after that date (Contract Expiration Date). The Contract Expiration Date may be extended through a Written Amendment. Extensions are subject to TCEQ's sole discretion.

5.2 The PERFORMING PARTY agrees to perform in accordance with the Contract Documents beyond any event of termination and through the end of the Activity Life of any Grant Activity for which the PERFORMING PARTY has been reimbursed. The PERFORMING PARTY acknowledges that certain contractual requirements, such as record retention and audit survive the Expiration Date or termination of the Contract.

5.3 Due to the time limitations on availability of the grant funds, the TCEQ's obligation to reimburse the PERFORMING PARTY's allowable costs incurred and paid expires forty-five (45) days after the Purchase Expiration Date. If no reimbursement has been requested as of this date, this Contract will terminate without any further obligations to either party.

ARTICLE 6. ELIGIBLE ACTIVITIES

6.1 The PERFORMING PARTY agrees to complete all Grant Activities as described in the Scope of Work and in accordance with the Contract Documents.

6.2 The TCEQ may accept performance of a reduced number of the individual Grant Activities listed in the Scope of Work, at its sole discretion. The PERFORMING PARTY will only be reimbursed for those Grant Activities for which eligible purchases are completed.

6.3 The vehicle or piece of equipment being acquired under a grant may not have been acquired prior to the opening of the grant application period, unless otherwise approved by the TCEQ.

ARTICLE 7. REPRESENTATIONS

The PERFORMING PARTY hereby ratifies and attests to all representations and certifications in the Application and agrees to give prompt written notice to the TCEQ if there is any material change in these representations or certifications.

ARTICLE 8. CONTRACT DOCUMENTS

8.1 The Contract Documents which comprise the entire Contract between TCEQ and the PERFORMING PARTY are (in order of precedence in the event of conflicts):

- 8.1.1 Contract Signature Page.
- 8.1.2 Scope of Work.
- 8.1.3 Special Conditions.
- 8.1.4 General Conditions.
- 8.1.5 The TCEQ Request for Grant Applications, incorporated herein by reference.
- 8.1.6 Beneficiary Mitigation Plan for Texas, incorporated herein by reference.
- 8.1.7 Environmental Mitigation Trust Agreement for State Beneficiaries ("State Trust"), incorporated herein by reference.
- 8.1.8 The PERFORMING PARTY's Original Application, and any supplemental documentation submitted by the PERFORMING PARTY in support of the Application or grant award, incorporated herein by reference.
- 8.1.9 The following which may be delivered or issued after the Effective Date of the Contract and are not attached: all written Amendments, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

8.2 The information and data provided in the Application submitted by the PERFORMING PARTY may have been altered after submittal to the TCEQ, to ensure that the information in the application is accurate. The PERFORMING PARTY has reviewed the Scope of Work (a Contract Document) and hereby ratifies, adopts, and agrees to all such alterations contained within the Scope of Work.

8.3 There are no Contract Documents other than those listed above in this Article. The Contract Documents may be amended, modified, or supplemented only as provided in the General Conditions.

ARTICLE 9. ELIGIBILITY FOR COST REIMBURSEMENT

9.1 The TCEQ will direct the Trustee of the State Trust to act as Disburser to issue payment to the PERFORMING PARTY for those costs which are eligible for reimbursement in accordance with all requirements. Costs are considered eligible for reimbursement when the TCEQ, in its sole discretion, determines that the costs are the reasonable, necessary, actual, and allowable costs of implementing the Grant Activities listed in the Scope of Work. Costs must be included in the Scope of Work to be eligible for reimbursement.

9.2 The Grant Equipment must be acquired, with costs incurred and paid to be eligible for reimbursement. If the PERFORMING PARTY is obligated under a commercial financing agreement resulting in PERFORMING PARTY's purchase and ownership of the equipment (such as a capital lease or finance lease), this is also eligible. Leases that do not meet this criterion are ineligible.

- 9.2.1 If the Contract includes Infrastructure projects, a standard lease agreement of the infrastructure equipment without a binding commitment to purchase is eligible for these projects. The lease must extend to the end of the Activity Life for the Infrastructure equipment.

Procurement

9.3 The PERFORMING PARTY agrees to follow all the requirements of the Texas Uniform Grant Management Standards (UGMS). The PERFORMING PARTY must ensure its procurement practices prohibit any actual or apparent conflicts of interest as described under UGMS __.36 Procurement (b)(3). Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest may be considered a material breach of this Contract. Additionally, PERFORMING PARTY will adhere to the applicable cost principles under __.22 Allowable Costs. The UGMS document is located at:

<https://comptroller.texas.gov/purchasing/docs/ugms.pdf>

Reasonable Costs

- 9.4 Reasonableness of costs depends upon a variety of considerations and circumstances, including:
- 9.4.1 whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the PERFORMING PARTY's business or the contract performance;
 - 9.4.2 generally accepted sound business practices, arm's length bargaining, and federal and state laws and regulations;
 - 9.4.3 the PERFORMING PARTY's responsibilities to the TCEQ, other customers, the owners of the business, employees, and the public at large; and
 - 9.4.4 any significant deviations from the accepted industry established practices.

Necessary Costs

9.5 Necessary costs include costs which are directly attributable to the implementation of the Grant Activities and must be included in the Scope of Work.

9.6 Unless expressly authorized by the TCEQ, necessary costs do not include:

- 9.6.1 the cost of money;
- 9.6.2 the interest charges on a purchase money loan or on a deferred payment purchase agreement;
- or
- 9.6.3 the cost of converting from a lease to a purchase at the end of the lease period.

Actual Costs

9.7 The criteria for actual costs include:

- 9.7.1 the direct Incremental Costs of implementing the Grant Activities; or
- 9.7.2 the true price charged by a vendor/contractor to the PERFORMING PARTY for implementing the Grant Activities.

9.8 Unless expressly authorized by the TCEQ, actual costs do not include:

- 9.8.1 amounts deducted from the true price of the purchase or lease acquisition of Grant Equipment whether as discounts, rebates, refunds or otherwise;
- 9.8.2 amounts which the PERFORMING PARTY owes or agrees to pay a vendor or contractor for any purpose other than the implementation of Grant Activities;
- 9.8.3 amounts in the charges which a vendor/contractor intends to return to PERFORMING PARTY in the form of cash, goods, services, gifts, intangibles, discounts or any other items of value;
- 9.8.4 baseline costs designated by the TCEQ in the Application reflecting the costs that would otherwise be incurred by the PERFORMING PARTY in the normal course of business; or
- 9.8.5 amounts which are reimbursed by other public sources or for which tax credits or other public financial incentives are or will be received by the PERFORMING PARTY.

9.9 The PERFORMING PARTY's documentation of expenses is required under Article 17 of these General Conditions.

Allowable Costs

9.10 In order to be allowable, costs must be included in the Scope of Work, and must satisfy the requirements of: this Contract, the UGMS, state agency rules, and all applicable state and federal laws.

Consulting (Application Assistance) Fees

9.11 Any fees charged by a consultant for preparation of the Application, either directly or as an addition to the cost basis of the grant-funded vehicle, equipment, or engine, are the sole responsibility of the PERFORMING PARTY or the vendor and are not an allowable cost under this Contract. All purchase decisions must be based on sound business practices and arm's length bargaining. It is generally considered acceptable for an applicant to accept assistance from a vendor or an agent of a vendor in preparing the Application, so long as any decision by the applicant to purchase the grant-funded vehicle or equipment from that vendor is made independently and meets the other reasonableness provisions in the grant contract. However, if the consultant is paid directly by the applicant to complete the Application or to act as the PERFORMING PARTY's agent for the grant process, purchases of Grant Equipment from an entity in which the consultant has an interest will be considered a conflict of interest under Subsection 9.3 of this Contract.

9.12 Unless otherwise approved in advance by the TCEQ, fees for a third-party consultant hired by the PERFORMING PARTY to manage and administer the grant-funded activities, including coordination of the work and submission of reports and paperwork to the TCEQ, will be considered administrative costs of the PERFORMING PARTY and are not allowable under this Contract. This provision does not limit the ability of an equipment vendor or installer to include ordinary, reasonable, and necessary operational costs in the price of the vehicle, equipment, or installation services.

Preapproval of Costs

9.13 The TCEQ may request additional details regarding costs listed in the Scope of Work and may require that the PERFORMING PARTY obtain preapproval of specific costs from the TCEQ prior to incurring those costs.

Purchase Agreements and Subcontracts

9.14 If requested by the TCEQ, the PERFORMING PARTY must provide the TCEQ with copies of purchase agreements or subcontracts for cost items to be reimbursed under this Contract for approval, prior to the PERFORMING PARTY entering into a final purchase agreement and/or subcontract.

Additional Evidence

9.15 The TCEQ may at any time before or after reimbursement, as necessary in its sole discretion, request additional evidence concerning costs.

Additional Criteria for Reimbursement

9.16 The TCEQ may at any time, in its sole discretion, establish additional criteria and requirements for reimbursement of costs as serves the best interests of the State.

Costs in Scope of Work are Maximum Amounts, Not a Guarantee

9.17 Amounts of costs stated in the Scope of Work are maximum amounts of reimbursement. By stating the amounts, TCEQ does not 1) guarantee payment of those amounts or 2) waive the requirements for reimbursement which must subsequently and continually be satisfied by the PERFORMING PARTY. The amount of costs for which reimbursement may be requested is the lesser of 1) the costs stated in the Scope of Work or 2) the actual eligible costs.

No Entitlement to Funds

9.18 The PERFORMING PARTY has a continuing obligation to satisfy the requirements for reimbursement. Neither a request for reimbursement nor TCEQ's direction of the Disburser to issue payment nor any other action will establish an entitlement in the PERFORMING PARTY to payment from the TCEQ or the Disburser.

9.19 By directing the Disburser to issue a check for payment, the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may audit the records of the PERFORMING PARTY and may also audit the PERFORMING PARTY's performance as to the Grant Activities and the administrative requirements. The PERFORMING PARTY shall return grant funding to the State Trust for any reimbursed expenses that are later determined to be unallowable under the terms of this Contract.

Debts owed to the State

9.20 If the PERFORMING PARTY owes any amount(s) to the State of Texas TCEQ may not authorize reimbursement until the debt is satisfied.

Child Support

9.21 Under Section 231.006 of the Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive a state grant or loan. By executing this Contract, the PERFORMING PARTY certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Required Waiver

9.22 Any checks to the PERFORMING PARTY will be issued on behalf of TCEQ by Wilmington Trust, N.A., acting as Disburser. Checks will include the following waiver language below the endorsement signature line of each check: "By endorsing and cashing this check the Payee hereof agrees and acknowledges that: (i) Wilmington Trust N.A. ("WT") is acting merely as an agent of the TCEQ solely to assist it in making payments and that such payees agrees to waive any and all claims whatsoever, in law and/or in equity, against WT, and agrees not to initiate a suit against WT in respect of, and agrees that WT will not be liable for, any actions that WT takes, or abstains from taking, in either case, arising out of or in connection with the performance of its duties on behalf and as directed by TCEQ and (ii) WT shall not be liable for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever or force majeure events or Acts of God in connection with making this payment for TCEQ."

9.22.1 The PERFORMING PARTY acknowledges that the Disburser is a third-party beneficiary of this acknowledgement.

ARTICLE 10. REQUEST FOR REIMBURSEMENT

10.1 Eligible expenses must have been incurred by the PERFORMING PARTY prior to the Purchase Expiration Date. To receive reimbursement for eligible expenses, the PERFORMING PARTY shall submit no more frequently than monthly, a completed TCEQ Request for Reimbursement form, to be made available to the PERFORMING PARTY by the TCEQ. The request and forms shall be mailed or delivered to:

Texas Commission on Environmental Quality
Air Grants Division, MC-204
P.O. Box 13087
Austin, TX 78711-3087

10.2 The PERFORMING PARTY is responsible for fully and accurately completing the Request for Reimbursement form. The PERFORMING PARTY will receive its reimbursement payment in the form of a check sent by Wilmington Trust, N.A., as Disburser. All payments will be sent to the PERFORMING PARTY by the Wilmington Trust, N.A. at the direction of TCEQ. Neither TCEQ nor Wilmington Trust, N.A. is liable for any inaccurate or incomplete information provided by the PERFORMING PARTY. The PERFORMING PARTY is responsible for any additional costs or fees related to correcting any inaccurate information provided by the PERFORMING PARTY, including any tax penalties or fees resulting from inaccurate information.

10.3 The PERFORMING PARTY will indicate on the Request for Reimbursement whether any additional financial incentives have been received, or are expected to be received, by the PERFORMING PARTY that offsets the grant activity costs, including tax credits or deductions, other grants, or any other public financial assistance.

10.4 Except as provided for under Subsection 10.6 below, to be eligible for reimbursement under this Contract, a cost must have been incurred and paid by the Purchase Expiration Date and prior to claiming reimbursement from TCEQ. A cost may not be considered incurred until the Grant Equipment and/or goods and services included under the cost have been received and accepted by the PERFORMING PARTY. The cost must have been paid by the PERFORMING PARTY prior to claiming reimbursement.

Project Costs

10.5 The TCEQ will direct the Disburser to reimburse the PERFORMING PARTY for no more than the amount specified for each Activity in the Scope of Work. This amount may be adjusted downward in accordance with the Contract.

10.6 If the PERFORMING PARTY has paid eligible expenses that are equal to or greater than the grant amount with cash-on hand, the reimbursement may be paid directly to the PERFORMING PARTY. In the event the PERFORMING PARTY finances the Grant Equipment, TCEQ may not pay the PERFORMING PARTY directly unless the PERFORMING PARTY has paid an amount equal to or greater than the grant amount; however, the payment may be assigned directly to the financing company. Supporting documentation must be submitted to establish that the goods or services were received, and that the payment amount is owed to the financing company indicated by the PERFORMING PARTY.

10.6.1. If an assignment is requested, the PERFORMING PARTY must complete the Assignment Request and Acceptance section of the Request for Reimbursement.

10.7 A final Request for Reimbursement Form, indicating in the appropriate box that it is the final request, must be submitted to the TCEQ by no later than forty-five (45) days after the Purchase Expiration Date.

10.8 All Request for Reimbursement forms must clearly detail and document the costs incurred (or obligated under a financing agreement) and paid. TCEQ will review the Request for Reimbursement form and supporting documentation to determine the eligibility of a particular cost. Supporting documentation materials, as directed by the TCEQ in the instructions accompanying the forms, shall be attached to the report forms to clearly show that the cost was incurred and, except where the payment is assigned to another entity, paid.

10.9 Unless otherwise approved by the TCEQ, all work on the Grant Equipment must be completed and the Grant Equipment operational and delivered in final form before reimbursement will be made on an Activity. The invoices and payment documents provided by the PERFORMING PARTY to support the reimbursement request must document that all work is completed, and the Grant Equipment is operational.

Replacement, Repower, and On-Site Infrastructure Project Costs

10.10 For replacement, repower, and on-site infrastructure projects, the TCEQ will reimburse the PERFORMING PARTY for no more than the eligible amount for the purchase of the replacement vehicle or equipment as specified in the RFGA.

Purchase/Payment Documents

10.11 In accordance with the terms of this Contract, for any purchase, deferred payment purchase, or other commercial financing arrangement, the PERFORMING PARTY must submit any supporting documentation required or requested by TCEQ. To receive payment for each Request for Reimbursement, and allow for any subsequent audit, the PERFORMING PARTY is specifically required to submit the following supporting documents:

10.11.1 canceled checks or wire transfers;

10.11.2 written purchase and commercial financing agreements;

10.11.3 Bills of Sale or Receipts for Delivery;

10.11.4 for deferred payment purchases, statements of account status showing the account in good standing and the equipment is in possession of the PERFORMING PARTY;

10.11.5 Uniform Commercial Code (UCC) Financing Statement (Form UCC1) filing, if applicable. (The UCC allows a creditor to notify other creditors about a debtor's assets used as collateral for a secured transaction by filing a public notice (financing statement) with a particular filing office.); and

10.11.6 other documentation requested by TCEQ to support the Request for Reimbursement.

10.12 The TCEQ may waive the requirement for submission of any supporting documents that are not applicable to the PERFORMING PARTY.

10.13 If the Request for Reimbursement does not satisfactorily demonstrate the accomplishment of the required tasks, or that costs are allowable, eligible, actual, and incurred costs, the TCEQ may reject the request, until the deficiencies have been corrected. Satisfactory accomplishment of a task is within the judgment of the TCEQ; however, such judgment must be reasonable.

10.14 The TCEQ is not obligated to direct the Disburser to make payment until the Request for Reimbursement is approved by the TCEQ. Payments may be suspended or withheld in all or part as authorized by the Contract.

ARTICLE 11. RELEASE OF CLAIMS

The final Request for Reimbursement must include a signed Release of Claims. The Release of Claims will be for the benefit of TCEQ and the Disburser, and the PERFORMING PARTY will release all claims for payment of any funds due and payable, pending PERFORMING PARTY'S receipt of the funds from the Disburser for the final Request for Reimbursement.

ARTICLE 12. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ: GENERAL

12.1 All Grant Activities for which reimbursement is requested must be completed as set forth in the Scope of Work.

12.2 The Grant Equipment is listed in the Scope of Work. For on-road vehicle and non-road equipment replacement projects only, PERFORMING PARTY may substitute a replacement vehicle and/or engine for the unit listed in the Scope of Work; provided that the substitute unit meets all eligibility and other requirements, is certified to the same or better NO_x emission standard or family emission limit (FEL) and will result in the same or better NO_x emissions reductions as the unit listed. Any substitution is subject to review and approval by TCEQ. For other project types and categories, PERFORMING PARTY may not substitute different Grant Equipment for the units listed in the approved Application without approval from the TCEQ.

12.3 The PERFORMING PARTY agrees to continuously own, or otherwise commercially finance the Grant Equipment; continuously maintain registration of the Grant Equipment in Texas; and operate the Grant Equipment in Texas for the specified Activity Life, regardless of the financing arrangements used for the purchase of the Grant Equipment, and subject to the more specific provisions contained in Article 14 of the General Conditions of this Contract.

Professional Quality

12.4 The PERFORMING PARTY shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all Grant Activities under this Contract.

Supervision and Superintendence

12.5 The PERFORMING PARTY is responsible for the supervision, inspection and direction of the Grant Activities in a competent and efficient manner, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Grant Activities in accordance with the Contract Documents. The PERFORMING PARTY shall be solely responsible for the means, methods, techniques, sequences, and procedures of the Grant Activities. The PERFORMING PARTY agrees to completely implement the Grant Activities in accordance with the Contract.

Materials & Equipment

12.6 Unless otherwise specified in the Contract, the PERFORMING PARTY will assume full responsibility for all materials, equipment, labor, transportation, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the implementation and completion of the Grant Activities.

12.7 Unless otherwise expressly agreed by the TCEQ, all Grant Equipment will be of good quality and as provided in the Contract Documents. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned, and maintained in accordance with instructions of the applicable manufacturer and supplier.

12.8 The PERFORMING PARTY agrees to maintain the Grant Equipment as necessary to keep the Grant Equipment in good condition and functioning at Optimum Performance during the Activity Life. Failure to maintain the Grant Equipment as necessary to achieve the required Annual Usage shall constitute a material breach of this Contract.

12.9 The PERFORMING PARTY agrees that the emissions reductions generated by each activity over the Activity Life may not be used for credit under any state or federal emissions reduction credit averaging, banking, or trading program. Emissions reductions generated may not be used as a marketable emissions reduction credit and may be used to demonstrate conformity with the state implementation plan. PERFORMING PARTY agrees that any marketable credits generated by emissions reduction measures are transferred to the TCEQ, and that the reductions are permanently retired. The PERFORMING PARTY may not combine with this grant funding from other incentive programs that require transfer of the emissions reductions to that other program.

ARTICLE 13. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ: INSURANCE, REPAIR, AND REPLACEMENT

13.1 Unless otherwise expressly agreed by the TCEQ, the PERFORMING PARTY must obtain and maintain a policy of insurance for the Activity Life which is sufficient to provide for replacement of Grant Equipment which is lost, stolen, or irreparably damaged. Governmental entities may use an established self-insurance program to satisfy this requirement. If requested by the TCEQ, the PERFORMING PARTY shall provide proof of insurance coverage. The TCEQ may approve alternative forms of insurance to comply with this requirement, including evidence of self-insurance. The TCEQ may also waive this requirement, at its sole discretion, for certain types of entities. Previously submitted certificates of insurance coverage may be amended to reflect newly extended coverage. A failure to comply with this requirement is considered a material breach of the Contract.

13.2 Upon the occurrence of a repairable malfunction of or damage to Grant Equipment which affects emissions reductions during the Activity Life, the PERFORMING PARTY will repair and restore the Grant Equipment to the level of Optimum Performance.

13.3 Upon the occurrence of loss, theft, or irreparable damage of Grant Equipment during the Activity Life, the PERFORMING PARTY will replace the lost, stolen, or damaged Grant Equipment with similar equipment which achieves the same Optimum Performance or better. The replacement Grant Equipment must be in operation no later than 60 consecutive days from the occurrence of loss, theft, or damage, unless the TCEQ expressly agrees to a longer period. Replacement Grant Equipment must meet all eligibility requirements applicable to the original Grant Equipment and is subject to all the requirements applicable to Grant Equipment contained in this Contract.

13.4 The PERFORMING PARTY shall fully comply with all requirements of any agreements with third parties that have a security interest or similar interest in the Grant Equipment. Repossession, seizure, or any other event where the PERFORMING PARTY loses possession of the Grant Equipment shall be considered a material breach of this Contract and shall require the return of grant funds.

ARTICLE 14. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ: GRANT ACTIVITIES

14.1 The emissions reduction benefit supporting the award of this grant is based upon the PERFORMING PARTY's successful performance of the Grant Activities as detailed in the Scope of Work.

14.2 The PERFORMING PARTY agrees that if the usage of the Grant Equipment does not meet the requirements listed in the Scope of Work, the PERFORMING PARTY will return the grant funds to the State Trust.

14.2.1 The determination of whether return of funds is required will be primarily based on whether the Grant Equipment is used and maintained in the manner and area specified in the Scope of Work during the Activity Life.

14.3 State law and TCEQ policy require that TCEQ remain in contractual privity with the entity operating the Grant Equipment. TCEQ must retain the ability to enforce until after the Activity Life of this Contract. Any act by the PERFORMING PARTY that impairs the TCEQ's ability to enforce the Contract, including sale of the Grant Equipment, transfer of the Grant Equipment, loss of the Grant Equipment, sale of the PERFORMING PARTY's business interests, or liquidation of the PERFORMING PARTY's assets (including the Grant Equipment), shall constitute a material breach of this Contract and shall require the return of grant funds.

14.3.1 The decision by TCEQ on whether to require return of grant funds may include consideration of whether the Grant Equipment will continue to be used in a manner consistent with the Scope of Work. If TCEQ, in its sole discretion, allows the assignment of this Contract, the PERFORMING PARTY and proposed assignee will be required to enter a TCEQ Consent to Assignment agreement that shall include the assignee's obligation to accept this Contract and to continue to use the Grant Equipment subject to the terms of this Contract.

14.4 If the PERFORMING PARTY is required to return grant funds, the TCEQ, at its sole discretion, may allow for the return of a pro-rated share of the reimbursement funds reflecting a partial failure to perform the requirements of the Scope of Work. This determination shall depend on factors including, but not limited to, use of the grant equipment in a manner that maintained overall program eligibility, full completion of reimbursement and equipment disposition requirements, the PERFORMING PARTY's good-faith efforts to

perform the grant activities during the Activity Life, and the PERFORMING PARTY's compliance with notification requirements of this Contract (i.e., notification before sale of equipment).

ARTICLE 15. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ: PROJECT STATUS, AND LONG-TERM MONITORING

15.1 As a condition of receiving grant funds, the PERFORMING PARTY agrees to maintain and operate the Grant Equipment as specified in the Scope of Work for the Activity Life of this Contract.

15.2 If requested by the TCEQ during a periodic review, the PERFORMING PARTY shall provide information on the status and completion of grant activities. The PERFORMING PARTY shall provide such information on the form or in a format requested by the TCEQ, and within a reasonable time frame as may be requested by the TCEQ.

15.3 The PERFORMING PARTY agrees that failure to comply with the Scope of Work during the Activity Life and/or submitting documents with false, incorrect, or incomplete information constitutes a material breach of this Contract and may require a return of the reimbursement grant funds.

ARTICLE 16. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ: DISPOSITION OF REPLACED VEHICLES AND ENGINES

16.1 The PERFORMING PARTY agrees to dispose of the vehicles, equipment, and engines being replaced by complete destruction or otherwise rendering them permanently inoperable. This may be performed by complete crushing of the vehicle and engine or putting a 3-inch or larger hole through the engine block on both sides (or otherwise destroying it) and cutting both frame rails in half. The structural damage to the vehicle or equipment must be such that repairs are not possible.

16.2 The PERFORMING PARTY shall verify the final disposition of the vehicles and engines replaced under this Contract on the TCEQ-provided form. The PERFORMING PARTY must submit a copy of a Texas Nonrepairable Vehicle Title issued by the Texas Department of Motor Vehicles (TxDMV) for the on-road vehicle(s) replaced under this Contract. The Texas Nonrepairable Vehicle Title must be submitted to the TCEQ simultaneously with the required disposition documentation. The final disposition forms shall be submitted prior to or with the Request for Reimbursement.

16.3 The PERFORMING PARTY must submit photographs of the vehicles and engines being destroyed, both before and after the vehicles, equipment, and/or engines are destroyed or rendered inoperable. The TCEQ must approve the forms and supplemental documentation submitted by the PERFORMING PARTY to meet the disposition requirement. Such approval is at the sole discretion of TCEQ. The PERFORMING PARTY shall provide TCEQ with any clarification and additional documentation as requested by TCEQ to approve disposition.

16.4 The PERFORMING PARTY agrees that failure to properly destroy and render permanently inoperable a vehicle or engine replaced under this Contract will result in non-payment of the grant funds. This Article shall also apply to a failure to provide properly completed documentation of final disposition of equipment as required by this Contract.

Credit for Replaced Vehicles Or Equipment

16.5 In determining the expenses eligible for reimbursement under this Contract, the cost of replacement or repower activities shall be reduced by the value of any credit or other financial compensation received by the PERFORMING PARTY for the sale or trade-in of the destroyed vehicles, equipment, or engines being replaced, including, the parts from those vehicles, equipment, or engines, for the sale of the scrapped vehicles, equipment, engines being replaced, trade-in of engines for remanufacture, or insurance proceeds.

16.6 For on-road vehicle and non-road equipment replacement activities, the TCEQ may use a default scrappage value of \$1,000 in lieu of the actual value and in lieu of the PERFORMING PARTY reporting the value to the TCEQ. For activities involving the repower of heavy-duty equipment the default scrappage value is \$250.

16.7 If TCEQ does not use the above default scrappage values, the **actual** scrappage value or other value received for the old vehicle, equipment, or engine is considered a cost of performing the Grant Activities and as such must satisfy the cost guidelines of this Contract. The value received for the vehicle or equipment being replaced must be the result of arms-length bargaining with the entity disposing of the replaced vehicle or equipment and must reflect actual market value.

ARTICLE 17. PERFORMING PARTY'S RESPONSIBILITIES: ADMINISTRATIVE REQUIREMENTS

Access to Records, Grant Equipment, and Vehicles, Equipment, and Engines Being Replaced

17.1 State Auditor's Office. The PERFORMING PARTY understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit on investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The PERFORMING PARTY further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The PERFORMING PARTY will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the PERFORMING PARTY and the requirement to cooperate is included in any subcontract it awards under this Contract. The PERFORMING PARTY will include in all subcontracts for work under this Contract a requirement that subcontractors will provide access to all relevant financial records including bank statements.

17.2 The PERFORMING PARTY shall allow access to all Grant Equipment by the TCEQ, the State of Texas, the State Auditor's Office, and any of their authorized representatives for the purpose of review, on-site inspection, and/or audit. In addition, the PERFORMING PARTY shall allow access to all vehicles, equipment, and engines being replaced under this Contract.

Maintenance of Records

17.3 The PERFORMING PARTY shall maintain books, records, documents, and other evidence reasonably pertinent to performance of the Grant Activities and requirements of the Contract, including the Contract or amendments thereto. All financial records will be maintained in accordance with generally accepted accounting principles, the UGMS, and this Contract. The PERFORMING PARTY shall also maintain the financial information and data used in the preparation or support of any request for reimbursement (direct and indirect), price or profit analysis for this Contract, and a copy of any cost information or analysis submitted to the TCEQ. The PERFORMING PARTY shall allow access to all the material including bank statements and records by the TCEQ, the State of Texas, the State Auditor's Office, and any of their authorized representatives for the purpose of review, inspection, audit, excerpts, transcriptions, and/or copying during normal business hours. The PERFORMING PARTY shall provide appropriate facilities and equipment for such access and inspection.

17.4 The PERFORMING PARTY agrees to the disclosure of all information and reports resulting from access to records under this Contract.

17.5 Records under this Article shall be maintained by the PERFORMING PARTY during performance of Grant Activities under this Contract and for three (3) years after the Activity Life of equipment under this Contract. If any litigation, claim, negotiation, audit, cost recovery, or other action (including actions concerning costs of items to which an audit exception has been taken) involving such records has been started before the expiration of the three year period, such records must be retained until completion of the action or resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later.

17.6 Subject to the obligations and conditions set forth in this Contract, title to Grant Equipment (hereafter referred to in this Article as "property") acquired under this Contract by the PERFORMING PARTY will vest upon acquisition in the PERFORMING PARTY.

17.7 The PERFORMING PARTY may develop and use its own property management system, which must comply with all applicable federal, state, and local laws, rules, and regulations. If an adequate system for accounting for property owned by the PERFORMING PARTY is not in place or is not used properly, the *State Property Accounting Process User's Guide* (<https://fmx.cpa.state.tx.us/fmx/pubs/spaproc/index.php>) issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the PERFORMING PARTY must meet the requirements set forth in this Article.

17.7.1 Property records of Grant Equipment must be maintained that include a description of the property, a serial number or other identification number, the source of property, usage and mileage (separated by location of usage and mileage), who holds title, the acquisition date, and the cost of the property, percentage of TCEQ participation in the cost of the property, the

location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- 17.7.2 The PERFORMING PARTY will conduct a physical inventory of all Grant Equipment no less frequently than once every two years during the Activity Life and reconcile the results of such inventories with the appropriate property records. Property control procedures utilized by the PERFORMING PARTY must include adequate safeguards to prevent loss, damage, or theft of the Grant Equipment.

Accounting Systems

17.8 The PERFORMING PARTY shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies in all material respects with applicable State law, regulations, and policies relating to accounting standards or principles. The PERFORMING PARTY must account for costs in a manner consistent with such standards or principles. This system shall provide for the identification, accumulation, and segregation of allowable and unallowable costs among projects.

PERFORMING PARTY's Representative

17.9 The PERFORMING PARTY will identify in writing a Project Representative as the person authorized to receive and respond to inquiries and requests from the TCEQ, to manage the Grant Activities being performed, and to act on behalf of the PERFORMING PARTY.

17.10 The PERFORMING PARTY agrees to ensure that its authorized Project Representative, or someone to whom that person has delegated his or her authority, is available during regular business hours for consultation with the TCEQ. Written notice of any such delegation will be provided to the TCEQ.

Personnel

17.11 PERFORMING PARTY shall provide competent, suitably qualified personnel, whether employees or contractors to implement the Grant Activities as required by the Contract Documents. The PERFORMING PARTY must always maintain good discipline and order on the location of Grant Activities.

Permits

17.12 Unless otherwise provided in the Contract Documents, the PERFORMING PARTY shall obtain and pay for all transportation, construction, and operating permits and licenses required for performance of this Contract. Failure to comply with a permit or administrative order issued by the TCEQ or other state agency may result in a determination, within the sole discretion of the TCEQ, that the best interests of the state are served by withholding reimbursement or by the application of other remedies under this Contract.

Laws and Regulations

17.13 The PERFORMING PARTY shall give all notices and comply in all material respects with all Laws and Regulations applicable to furnishing and performance of the Grant Activities. Except where otherwise expressly required by applicable Laws and Regulations, TCEQ shall not be responsible for monitoring PERFORMING PARTY's compliance with any Laws or Regulations.

Data and Publicity

17.14 All data and other information developed under this Contract shall be furnished, upon request, to the TCEQ and shall be public data and information except to the extent that it is exempted from public access by the Texas Public Information Act, Texas Government Code, Chapter 552. Upon termination of this Contract, if requested by the TCEQ, all copies of data and information developed under this Contract, including databases for which the costs of preparation are reimbursed under this Contract, shall be furnished at no charge to the TCEQ, and shall become the property of the TCEQ.

17.15 The PERFORMING PARTY agrees to notify TCEQ prior to releasing any information to the news media regarding the Grant Activities. The PERFORMING PARTY will acknowledge the financial support of the TCEQ whenever a Grant Activity reimbursed, in whole or part, is publicized or reported in news media or publications.

Safety and Protection

17.16 Where applicable, the PERFORMING PARTY shall be responsible for requiring employees, contractors, and subcontractors to maintain and supervise all necessary safety precautions and programs in connection with the Grant Activities. The PERFORMING PARTY shall take all necessary safety precautions.

17.17 In performing the Grant Activities hereunder, the PERFORMING PARTY undertakes performance for its own benefit and not as agent for the TCEQ.

Lobbying Activities

17.18 As set forth in these Contract Documents, and in accordance with the UGMS and State law, the PERFORMING PARTY shall not use funds provided under this Contract to support lobbying or political activity either directly or indirectly.

ARTICLE 18. TCEQ'S RESPONSIBILITIES

18.1 The Executive Director of the TCEQ will identify a person authorized to give direction to the PERFORMING PARTY and act on behalf of the TCEQ.

18.2 The TCEQ will not supervise, direct or have control or authority over, nor be responsible for, PERFORMING PARTY's means, methods, techniques, sequences or procedures relating to the implementation project or the Safety precautions and programs incident thereto, or for any failure of PERFORMING PARTY to comply with Laws and Regulations applicable to the furnishing or performance of the Scope of Work. TCEQ will not be responsible for PERFORMING PARTY's failure to perform or furnish the Scope of Work in accordance with the Contract.

18.3 The TCEQ shall authorize the payment of reimbursement funds from the State Trust for Grant Activities specified in the Scope of Work and performed in accordance with the requirements of this Contract.

ARTICLE 19. TERMINATION

19.1 Termination of this Contract under any circumstances shall not constitute a waiver of any rights or remedies that TCEQ may exercise under this Contract or otherwise as provided by law.

19.2 This Contract may be terminated in whole or in part by the TCEQ for cause, including a material failure to comply with the requirements of the Contract Documents. The TCEQ will provide written notice (delivered by certified mail, return receipt requested) of intent to terminate. The PERFORMING PARTY shall have twenty (20) calendar days from the date such notice is sent to cure performance deficiencies.

19.3 This Contract may be terminated in whole or part by the TCEQ if any delay or failure of performance of the Grant Activities occurs by either PERFORMING PARTY or by the TCEQ due to a force majeure event. Neither PERFORMING PARTY nor TCEQ shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided that the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Force majeure does not include ordinary delays that are common to the industry or location. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

19.4 This Contract may be terminated in whole or in part by the TCEQ for its convenience. This includes without limitation the Trustee's denial of a request for funds, which results in the unavailability of funds to complete this project. To the extent feasible, in the sole discretion of the TCEQ, the TCEQ will provide a minimum of ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

19.5 If after termination for the PERFORMING PARTY's material failure to comply with the requirements of the Contract Documents, it is determined that the PERFORMING PARTY had not so failed, the termination shall be deemed to have been affected for the convenience of the TCEQ.

19.6 In accordance with this Contract, the PERFORMING PARTY does not have an expectation or entitlement of continued receipt of financial assistance under this Contract. Therefore, PERFORMING PARTY waives any claim for damages arising from or resulting from TCEQ's termination of this Contract for any reason.

19.7 If, during the performance of the Grant Activities, the PERFORMING PARTY chooses to not complete the Grant Activities and withdraw from the obligations under this Contract, the PERFORMING PARTY may terminate this Contract by providing ten (10) days written notice to the TCEQ and returning any reimbursements already received to the Trustee of the State Trust.

19.8 The PERFORMING PARTY acknowledges that certain requirements of this Contract shall survive an event of termination. The PERFORMING PARTY agrees to performance of Grant Activities in accordance with the Contract Documents beyond the Contract Period and through the end of the Activity Life of each Activity included in the Scope of Work for which reimbursement has been requested. TCEQ reserves the right to assert any remedies available by law and under this contract for PERFORMING PARTY's performance of the Grant Activities for the length of the Activity Life of all Grant Activities.

ARTICLE 20. REMEDIES AVAILABLE TO THE TCEQ

20.1. The following Schedule of Remedies applies in the event of any breach of the requirements of this Contract; including the substandard performance of Grant Activities or other failure, material or otherwise, to conform to the requirements of the Contract or applicable law:

- 20.1.1 Issue notice of substandard performance or other non-conforming act or omission;
- 20.1.2 Reject substandard performance and request corrections without charge to the TCEQ;
- 20.1.3 Request and receive return to State Trust of any over payments or inappropriate payments;
- 20.1.4 Reject reimbursement request and suspend all or part of any payment, pending accepted revision of substandard performance or non-conformity;
- 20.1.6 Suspend all or part of the Scope of Work and/or payments pending accepted revision of substandard performance or non-conformity;
- 20.1.7 Terminate the contract and demand and receive return to State Trust of all unexpended funds and any improperly expended funds;
- 20.1.8 Demand restitution and return to State Trust of any payments where performance is subsequently determined non-conforming; or
- 20.1.9 Require payment of liquidated damages to the State Trust.

20.2. **Liquidated Damages.** The parties agree that the actual damages that may be sustained by TCEQ or the State Trust due to the PERFORMING PARTY breaching its obligations under this Contract are uncertain and difficult to ascertain. Therefore, the parties agree that reasonable compensation for such breach will be the sum of the total of grant funds paid from the State Trust, reduced by the percentage of the total Activity Life that the PERFORMING PARTY met prior to the breach. Determination of timely and accurate documentation supporting the PERFORMING PARTY's activity is in the sole discretion of TCEQ. The PERFORMING PARTY hereby promises to pay to the State Trust, such sum as liquidated damages, and not as a penalty, in the event of such breach.

20.3. **Cumulative Remedies.** TCEQ may avail itself of any remedy or sanction provided in this contract or in law to recover any losses arising from or caused by the PERFORMING PARTY's substandard performance or any material non-conformity with the contract or the law. The remedies and sanctions available to either party in this contract shall not limit the remedies available to the parties under law.

ARTICLE 21. INDEMNIFICATION

21.1 To the extent permitted by law, the PERFORMING PARTY agrees to indemnify and hold harmless the State of Texas and the TCEQ, including its employees and officers, against and from any and all liability, loss, or damage arising out of actions of the PERFORMING PARTY, its subcontractors, agents, officers and directors, principals and employees in the performance of this Contract.

21.2 This paragraph is not intended and shall not be construed to require the PERFORMING PARTY to indemnify or hold harmless the State or the TCEQ for any claims or liabilities resulting from the negligent acts or omissions of the TCEQ or its employees.

ARTICLE 22. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

The Contract Documents may be amended to provide for additions, deletions, and revisions in the Scope of Work or to modify the terms and conditions of this Contract in one or more of the following ways: a formal Written Amendment or a Minor Change.

ARTICLE 23. STANDARDS FOR PERFORMING PARTY'S PERFORMANCE

23.1 The PERFORMING PARTY agrees that the standards set forth below are appropriate standards for the PERFORMING PARTY's performance during the Contract.

- 23.1.1 Quality and Accuracy. Standard: The PERFORMING PARTY's Grant Activities conform to the requirements of this Contract.

- 23.1.2 Timeliness. Standard: The PERFORMING PARTY's Grant Activities are completed on schedule.
 - 23.1.3 Reports and Administrative and Financial Operations. Standard: The PERFORMING PARTY's administrative and financial operations comply with all obligations in law and in this Contract, including record-keeping, reimbursement requests, audits, allowable costs, payments to subcontractors, and restricted expenditures.
 - 23.1.4 Communication. Standard: The PERFORMING PARTY's accessibility, responsiveness, and cooperativeness with respect to any contract-related concerns communicated by the TCEQ; and including the PERFORMING PARTY's demonstrated relationship with subcontractors.
 - 23.1.5 Other. Standard: Other factors unique to the type of project, as determined by the TCEQ.
- 23.2 The TCEQ will monitor the PERFORMING PARTY's performance and evaluate the level of compliance with the standards utilizing the performance measures set forth below.
- 23.2.1 Exceeds Expectations. The PERFORMING PARTY fully complied with all the standards on a consistent basis.
 - 23.2.2 Satisfactory Performance. The PERFORMING PARTY's performance complied with all of the standards, with only typical errors, delays, or other problems that needed to be corrected.
 - 23.2.3 Marginal Performance. The PERFORMING PARTY's performance was acceptable, although a significant number of deficiencies had to be corrected before the contract requirements could be considered met.
 - 23.2.4 Unsatisfactory Performance. The PERFORMING PARTY's performance was not acceptable, even after attempts to correct deficiencies.

Performance Evaluation

23.3 The TCEQ may prepare a written evaluation of the performance of the PERFORMING PARTY upon the completion of the Activity Life, or more frequently, as deemed necessary by the TCEQ. A copy of the evaluation will be provided to the PERFORMING PARTY and a copy retained in the TCEQ's contract files. The content of the evaluation shall be wholly within the sole discretion of the TCEQ. The PERFORMING PARTY may provide a written statement which explains or disagrees with the evaluation, which will be incorporated into the evaluation. The PERFORMING PARTY waives any claim for damages against TCEQ for the evaluation.

23.4 The performance rating on the contractor evaluations may be considered by the TCEQ in evaluating an application from the PERFORMING PARTY for additional funding under this program. The PERFORMING PARTY understands that a rating of marginal or unsatisfactory performance may have a negative impact on decisions regarding funding for additional projects applied for by the PERFORMING PARTY.

ARTICLE 24. MISCELLANEOUS

24.1 Any notice issued pursuant to this Contract shall be addressed to the respective party's Authorized Project Representative, or to such other address as they have theretofore specified by written notice. Such notices shall be sent by certified or registered mail or shall be delivered in hand and a receipt provided thereof. Any notice or other written communication shall be considered delivered upon date of receipt.

24.2 For this Contract to be effective, an authorized principal of a corporation, an unincorporated business organization, or association must sign the Contract. An agent signing for a corporation must be authorized to sign by the corporation.

24.3 Unless authorized in writing by the TCEQ in accordance with this Contract, no waiver of any obligation of the PERFORMING PARTY shall bind the TCEQ. Any such authorized waiver shall not constitute a continuing waiver of the obligation.

24.4 The PERFORMING PARTY is not a "vendor" of goods and services within the meaning of Texas Government Code, Chapter 2251. Therefore, the provisions for interest on payments under that statute do not apply to this Contract.

24.5 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a State of Texas or federal holiday, such day will be omitted from the computation.

24.6 A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

24.7 By stating at any place in this Contract that any particular non-compliance is a material breach, TCEQ does not limit the acts or omissions which may constitute a material breach.

24.8 The parties to this Contract expressly agree that time is of the essence of this contract.

24.9 The terms include, included, including, includes, when used in this Contract shall mean “includes but not limited to.”

24.10 Notice of Claim. Should the TCEQ or the PERFORMING PARTY suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party’s employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose or sovereign immunity.

24.11 All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Grant Activities and termination or completion of the Contract until such time as enforcement of such representations, indemnifications, warranties and guarantees is barred by the applicable statute of limitations.

24.12 This Contract is not transferable or otherwise assignable by the PERFORMING PARTY without the written consent of the TCEQ and any attempted transfer without such consent is void. Notwithstanding any provisions relating to assignment in the Uniform Commercial Code, no delegation by a party hereto of any duties or obligations nor assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to an extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

24.13 Subject to the provisions of Article 14, General Conditions PERFORMING PARTY’S RESPONSIBILITIES TO THE TCEQ: GRANT ACTIVITIES, Subsection 14.3, the TCEQ and the PERFORMING PARTY each binds itself, its successors, assigns and agents to the other party hereto, successors, assigns and representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

24.14 The parties hereby agree that this Contract does not waive the State’s sovereign immunity relating to suit, liability, and the payment of damages. No TCEQ personnel or agents are authorized to waive sovereign immunity by accepting, on behalf of TCEQ, goods or services which are not required under the Contract Documents or any conforming amendment. The parties further agree that all claims, suits, or obligations arising under or related to this Contract are subject to and limited to the availability of funds appropriated by the Texas Legislature for that respective claim, suit, or obligation.

24.15 The PERFORMING PARTY acknowledges and agrees that this Contract has been executed, and will be administered in Travis County, Texas. The PERFORMING PARTY also acknowledges and agrees that any permissible cause of action involving this Contract will arise solely in Travis County. This provision does not waive the TCEQ’s sovereign immunity.

24.16 Any provision of the Contract Documents held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon TCEQ and PERFORMING PARTY. The parties agree that the Contract Documents will be reformed to replace a stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

24.17 Bankruptcy. If the PERFORMING PARTY files for bankruptcy, the PERFORMING PARTY shall immediately notify TCEQ in writing according to the Notice provisions AND send notification by certified mail directly to TCEQ Bankruptcy Program. The PERFORMING PARTY shall place TCEQ on the distribution list for bankruptcy court documents. The PERFORMING PARTY’s notice to the bankruptcy program must include the appropriate contract number(s).

— End of General Conditions —

AUTHORIZED REPRESENTATIVES/LOCATION OF RECORDS

TCEQ Project Representative

The individual named below is the TCEQ Project Representative, who is authorized to give and receive communications and directions on behalf of the TCEQ. All communications including all payment requests must be addressed to the TCEQ Project Representative or his or her designee.

Mailing Address:

Mr. Nate Hickman
Air Grants Division, MC-204
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087

Physical Address:

Mr. Nate Hickman
Air Grants Division, MC-204
Texas Commission on Environmental Quality
12100 Park 35 Circle, Bldg. F
Austin, TX 78753

Telephone No.: (512) 239-4434

Facsimile No.: (512) 239-6161

PERFORMING PARTY's Authorized Official

The individual authorized to sign legal documents on behalf of the PERFORMING PARTY.

Mailing Address:

Mr. John M. Smith Jr.
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

Physical Address:

Mr. John M. Smith Jr.
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

Telephone No.: (940) 497-2528

PERFORMING PARTY's Project Representative

The individual named in the original application is the PERFORMING PARTY Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY Project Representative or his or her designee.

Mailing Address:

Mr. John M. Smith Jr.
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

Physical Address:

Mr. John M. Smith Jr.
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

Telephone No.: (940) 497-2528

The PERFORMING PARTY agrees to make arrangements necessary to ensure that its authorized Project Representative, or someone to whom that person has delegated his or her authority, is available during business hours for consultation with the TCEQ. Written notice of any such delegation will be provided to the TCEQ.

Designated Location for Records Access and Review

The PERFORMING PARTY designates the physical location identified in the original application for record access and review pursuant to any applicable provision of this contract.

— End of Authorized Representatives/Location of Records —

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SPECIAL CONDITIONS
for
Texas Volkswagen Environmental Mitigation Program
Replacement and Repower Activities

ARTICLE 1. SPECIAL CONDITIONS

The PERFORMING PARTY agrees to these Special Conditions.

{This Article is not applicable to this project. The Article number is retained for numbering continuity.}

— End of Special Conditions —

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SCOPE OF WORK
for
Texas Volkswagen Environmental Mitigation Program (TxVEMP)
Refuse Replacement Project

The following Scope of Work contains information on each Grant Activity to be conducted and the expenses that will be reimbursed under this Agreement. The information and data provided in the original Application submitted by the PERFORMING PARTY may have been altered after submittal to the TCEQ, to ensure that the information in the Grant Agreement is accurate. The PERFORMING PARTY has reviewed the Scope of Work and, by signing this Agreement, ratifies, adopts, and agrees to all such alterations.

ARTICLE 1. ACTIVITY NUMBERS

1.1. The Project under this Agreement is assigned the following project number 2020-21-0019-VW. Each Activity under this Agreement is assigned the Activity Number(s) listed in the table below. The PERFORMING PARTY shall use the assigned Activity Number(s) when tracking and reporting to the TCEQ.

Activity Number	Description, Identified by last 4 digits of VIN
001	Replace 1 On-Road Dump Truck, ID:7780

1.2. If the purchase and installation of electric charging or hydrogen fueling infrastructure is included in this project, the Infrastructure Activity under this Agreement is assigned the Activity Number(s) in the table below. The PERFORMING PARTY shall use the assigned Activity Number(s) when tracking and reporting to the TCEQ.

Not Applicable

ARTICLE 2. ACTIVITY LIFE

2.1. The duration of the Activity Life for Grant Activities performed under the Grant Agreement is 5 years. The Activity Life will commence upon the date of reimbursement unless a different start date is specified in writing by the TCEQ.

2.2. The start and end date of the Activity Life for each Grant Activity will be established by the TCEQ in accordance with Article 1.1, General Conditions of this Agreement.

Contract Number 582-20-12674-VW

ARTICLE 3. AREAS OF USE

3.1. The PERFORMING PARTY commits to operate the Grant Equipment over the Activity Life at least 51% of its total annual use as measured by annual mileage in the following designated Priority Area.

Priority Area:

Dallas/Fort Worth Area: Collin, Dallas, Denton, Ellis, Hood, Johnson, Kaufman, Parker, Rockwall, Tarrant, and Wise Counties

3.2. If the purchase and installation of electric charging or hydrogen fueling infrastructure are included in this Project, the Infrastructure Activity location is listed below.

Not Applicable

3.3. Changes to the Priority Area and/or facility location may not be made without prior approval from TCEQ. The PERFORMING PARTY understands that TCEQ will not normally approve Priority Area changes unless acceptance of multiple areas is contemplated in the original grant solicitation. The PERFORMING PARTY agrees to notify the TCEQ of any proposed change to the Priority Area and/or facility location for any of the Activities included under this Agreement prior to the change.

ARTICLE 4. ANNUAL USAGE

4.1. The table below contains the approved annual usage amount for each Grant Activity that is used to calculate the NO_x emissions reductions achieved.

Activity Number	Usage Rate	Usage Factor
001	40,000	Miles

4.2. Unless otherwise stated in the Special Conditions of this Agreement, the Annual Usage Rates represent the default usage amounts accepted by the TCEQ for calculation of the emissions reductions and successful performance does not require that those usage rates be met. Alternatively, if the TCEQ has determined that the Annual Usage Rates represent a usage commitment that must be met, additional requirements and obligations for operating the Grant Equipment for annual and total usage amounts will be set forth in the Special Conditions.

ARTICLE 5. GRANT EQUIPMENT

5.1. The PERFORMING PARTY agrees to purchase the Grant Equipment listed below and use it as described herein to accomplish the purpose of the grant.

Activity Number	Equip Description	Equip Year	Fuel Type	Engine Year	NOx Std Rate (g/bhp-hr)
001	Dump Truck	2020	Diesel	2020	0.2

5.1.1 The vehicle must be the same vehicle description as stated in the table above.

5.1.2 The vehicle must be manufactured for and intended to be used for the same primary function as the vehicle being replaced.

5.1.3 The model year of the engine installed on the replacement vehicle may not be more than one calendar year older than the calendar year in which the grant application was submitted.

5.1.4 The engine must have the same fuel type.

5.1.5 The engine must be certified to the same or better NO_x emission standard or family emission limit (FEL).

5.1.6 The vehicle must have the same or similar standard features necessary for performing the primary work for which the vehicle is intended.

5.2. If the purchase and installation of electric charging or hydrogen fueling infrastructure are included in this Project, the PERFORMING PARTY agrees to purchase the Infrastructure Activity listed below:

Not Applicable

5.3. TCEQ must approve any changes to the Grant Equipment that are different from the criteria shown above. If there is a question whether the Grant Equipment is different from the criteria above, TCEQ will make the final determination. If TCEQ approves a change to the Grant Equipment, it must be documented through an Amendment or Minor Change. A copy of the document will be provided to the PERFORMING PARTY.

5.4. Grant Equipment changes must be finalized before the PERFORMING PARTY may submit a Request for Reimbursement. TCEQ will not process a Request for Reimbursement until such changes are made. The PERFORMING PARTY is encouraged to submit a Contract Amendment Request Form for review and approval by the TCEQ of any changes not meeting the eligibility criteria above.

5.5. The PERFORMING PARTY remains responsible for purchasing Grant Equipment that meets all eligibility requirements. The TCEQ is not obligated to accept the change in Grant Equipment if the TCEQ determines that the change does not meet all eligibility requirements. In addition, the TCEQ's acceptance and payment of a Request for Reimbursement that includes changes to the Grant Equipment does not remove the ability of the TCEQ to require return of any grant funds paid in reimbursement for purchase of equipment that is later determined to not be eligible.

ARTICLE 6. EQUIPMENT BEING REPLACED

6.1. The PERFORMING PARTY agrees to replace the following vehicle and complete the disposition of the vehicle being replaced in accordance with Article 17 of the General Conditions:

Activity Number	Equip Description	Equip Make	Equip Model	Equip Year	VIN # (last 4 digits)	Engine Make	Engine Model	Engine Year	Engine ID	NOx Std Rate (g/bhp-hr)
001	Dump Truck	Western Star	4900	1995	7780	Caterpillar	3406	1994	32J60423	5.0

ARTICLE 7. ACTIVITY GRANT AMOUNT

7.1. The maximum Grant Amount that may be reimbursed for each Grant Activity is listed below.

Activity Number	Activity Grant Amount
001	\$126,294.00

7.2. Regardless of the maximum Activity Grant Amounts, reimbursements are subject to the requirements of Article 11 of the General Conditions of this Agreement.

7.3. The maximum Activity Grant Amounts and the percentage of incremental costs may be adjusted downward in accordance with the Grant Agreement.

Item Attachment Documents:

23. Consider and act on approval of the Hickory Creek Police Department Annual Racial Profiling Report for 2019.

Racial Profiling Report | Full

Reporting Date: 02/20/2020

Agency Name: HICKORY CREEK POLICE DEPT.
TCOLE Agency Number: 121206

Chief Administrator: CAREY W. DUNN

Agency Contact Information:
Phone: (940) 497-2528
Email: carey.dunn@hickorycreek-tx.gov

Mailing Address:
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065

This Agency filed a full report

HICKORY CREEK POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the HICKORY CREEK POLICE DEPT. from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the HICKORY CREEK POLICE DEPT. if the individual believes that a peace officer employed by the HICKORY CREEK POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the HICKORY CREEK POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the HICKORY CREEK POLICE DEPT. policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- 7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:
 - a.) the Commission on Law Enforcement; and
 - b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Carey Wayne Dunn, Chief

Date: 02/20/2020

Total stops: 3751

Gender

Female	1311
Male	2440

Race / Ethnicity

Black	680
Asian / Pacific Islander	182
Hispanic / Latino	2686
White	199
Alaska Native / American	4

Was race or ethnicity known prior to stop?

Yes	97
No	3654

Reason for stop?

Violation of law	121
Preexisting knowledge	62
Moving traffic violation	2952
Vehicle traffic violation	616

Street address or approximate location of the stop

City street	1151
US highway	1133
County road	52
State highway	1395
Private property or other	20

Was a search conducted?

Yes	109
No	3642

Reason for Search?

consent	38
contraband	4
probable	49
inventory	10

ncident to arrest	8
Was Contraband discovered?	
Yes	47
No	62
Description of contraband	
Drugs	38
Currency	1
Weapons	0
Alcohol	2
Stolen property	1
Other	5
Result of the stop	
Verbal warning	95
Written warning	597
Citation	3019
Written warning and arrest	0
Citation and arrest	15
Arrest	25
Arrest based on	
Violation of Penal Code	15
Violation of Traffic Law	1
Violation of City Ordinance	0
Outstanding Warrant	9
Was physical force resulting in bodily injury used during stop?	
Yes	6
No	3745

Submitted electronically to the



The Texas Commission on Law
Enforcement

Item Attachment Documents:

25. Consider and act on nomination of the 2019 Hickory Creek Business of the Year.



AGENDA INFORMATION SHEET

MEETING DATE: February 24, 2020

AGENDA ITEM: Consider and act on nomination of the 2019 Hickory Creek Business of the Year.

SUMMARY: The following were nominated for 2019 Business of the Year:

Clean & Green Car Wash
Elm Fork
IHop
Pho Luv
RaceTrac
Starbucks
The Olana

Item Attachment Documents:

26. Consider and act on nomination of the 2019 Hickory Creek Citizen of the Year.



AGENDA INFORMATION SHEET

MEETING DATE: February 24, 2020

AGENDA ITEM: Consider and act on nomination of the 2019 Hickory Creek Citizen of the Year.

SUMMARY: The following were nominated for 2019 Citizen of the Year:

Linda Cawley
Martha Rann
Lisa Rowell

Item Attachment Documents:

27. Consider and act on nomination of the 2019 Hickory Creek Scholars of the Year.



AGENDA INFORMATION SHEET

MEETING DATE: February 24, 2020

AGENDA ITEM: Consider and act on nomination of the 2019 Hickory Creek Scholars of the Year.

SUMMARY: Lake Dallas High School recommends Antonio Banyaga and Logan Pickard as 2019 Scholars of the Year.

Item Attachment Documents:

28. Consider and act on nomination of the 2019 Hickory Creek Sportsman and Sportswoman of the Year.



AGENDA INFORMATION SHEET

MEETING DATE: February 24, 2020

AGENDA ITEM: Consider and act on nomination of the 2019 Hickory Creek Sportsman and Sportswoman of the Year.

SUMMARY: Lake Dallas High School recommends Brandon Engle as 2019 Sportsman of the Year and Josephine Elliott as 2019 Sportswoman of the Year.