**NOTICE OF**
**SPECIAL MEETING OF THE TOWN COUNCIL**
**HICKORY CREEK TOWN HALL**
**1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065**
**TUESDAY, MARCH 26, 2019, 6:30 PM**

# AGENDA

## Call to Order

## Roll Call

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

## Invocation

## Items of Community Interest

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

## Public Comment

This item allows the public an opportunity to address the Town Council. To comply with the provisions of the Open Meetings Act, the Town Council cannot discuss or take action on items brought before them not posted on the agenda. Please complete a request if you wish to address the Town Council. Comments will be limited to three minutes.

## Public Hearing

1. Public Hearing: To hear public opinion regarding the voluntary annexation of approximately 38.8629 acres of land situated in the H.H. Swisher Survey, Abstract 1120, TR 50 and TR 50A(1)(PT) Denton County Texas.

2. Public Hearing: To hear public opinion regarding a request from Miklos Cinclair, PLLC on behalf of McCrorey Land and Cattle, LLC to change the zoning designation from PB-1 Professional Building District to SF-3 Residential District on two (2) tracts of land legally described as A1598A S.A. Jones, Tract 18A, .25 acres, and A1598A S.A. Jones, Tract 19, .513 acres, Town of Hickory Creek, Denton County, Texas. The properties are located in the 1000 Block of Hickory Creek Road.

## Consent Agenda

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

3. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an interlocal cooperation agreement for Shared Governance Communications and Dispatch Services System between the Town of Hickory Creek Police Department and Denton County.

4. Consider and act on a resolution 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 between the Town of Hickory Creek and U.S. Army Corp of Engineers, Fort Worth District.

## Regular Agenda

5. Consider and act on an ordinance to change the zoning on two tracts of land described as A1598A S.A. Jones, Tract 18A, .25 acres, and A1598A S.A. Jones, Tract 19, .513 acres, Town of Hickory Creek, Denton County, Texas from its current zoning designation of PB-1 Professional Building District to SF-3 Residential District

6. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute a development agreement by and between the Town of Hickory Creek, Texas and KSW Holding Hickory Creek, LP.

7. Consider and act on an ordinance providing for the annexation into the Town of Hickory Creek, Texas of territory more specifically described herein and comprising approximately 38.8629 acres of land situated in the H.H. Swisher Survey, Abstract 1120, TR 50 and TR 50A(1)(PT), Denton County, Texas, for all municipal purposes.

8. Consider and act on a resolution authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement for collection of soft recyclables by and between the Town of Hickory Creek and Great Lakes Recycling, DBA Simple Recycling.

9. Consider and act on bids submitted for the 2019 Sidewalks Project.

10. Consider and act on an ordinance of the Town Council of Hickory Creek, Texas, amending Ordinance 2018-09-801; the 2018-2019 budget as adopted.

11. Consider and act on allocating additional funds, location and design for gateway monument signage.

12. Discussion regarding current road and sidewalk projects.

## Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on March 22, 2019 at 11:45 a.m.

Kristi Rogers, Town Secretary
Town of Hickory Creek

**TOWN OF HICKORY CREEK, TEXAS**
**RESOLUTION NO. 2019-0326-1**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT FOR SHARED GOVERANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM BY AND BETWEEN THE TOWN OF HICKORY CREEK POLICE DEPARTMENT AND DENTON COUNTY, 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 Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System for the Hickory Creek Police Department (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 26th day of March, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

_____
Cody Lewis, Town Attorney
Town of Hickory Creek, Texas

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

**INTERLOCAL COOPERATION AGREEMENT FOR**
**SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Hickory Creek Police Department

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2019** and ending on **September 30, 2020**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

5.1. Agency shall pay to County the Total Amount more fully described on ***Exhibit "A"***, the Agency Workload and Cost Statistics.

5.2. The Agency shall complete ***Exhibit "B"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County.

5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.

5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.

5.5 If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.

5.6 Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

5.6.1. Determining the agency's percentage of total Calls For Service (CFS)

5.6.2 Determining the agency's percentage of total Officer Initiated Activity (OIA)

5.6.3 Averaging the values from # 5.6.1 & # 5.6.2

5.6.4 Determining the percentage of OIA that is Mobile Data Computer (MDC) activity

5.6.5 Determining agency OIA that is not MDC Activity

5.6.6 Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA

5.6.7 Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS

5.6.8 Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS

5.6.9 Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8

5.6.10 Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES**. The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four

(24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

6.3 The services provided by County include the following:

6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;

6.3.2. receiving emergency and routine calls for law enforcement, fire, and medical services;

6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;

6.3.4. providing on-going communication support to the emergency personnel in the field; and

6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.

7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.

7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.

7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes

7.5 Adherence to all Sheriff's Office communications rules and regulations.

7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "C"***.

7.7 Appoint representative and agree to participate in the Advisory Board.

7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "B"*** to this Agreement.

8. AGREEMENT. The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. AGREEMENT LIASONS. Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. ASSIGNMENT. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. AGENCY LIABILITY. The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. COUNTY LIABILITY. The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. DISPUTES/RECOURSE. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

| | |
|---|---|
| **Exhibit A** | **Agency Workload and Cost Statistics** |
| **Exhibit B** | **Agency Payment Worksheet** |
| **Exhibit C** | **TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT** |

15. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

| | | |
|---|---|---|
| County: | 1 | Denton County Judge<br>Denton County Commissioners Court<br>110 West Hickory, Room #207<br>Denton, Texas 76201 |
| | 2 | Denton County Sheriff<br>Denton County Sheriff's Office<br>127 N. Woodrow Lane<br>Denton, Texas 76205 |
| | 3 | Assistant District Attorney<br>Counsel to the Sheriff<br>127 N. Woodrow Lane<br>Denton, Texas 76205 |

| | |
|---|---|
| Name of Agency: | Hickory Creek Police Department |
| Contact Person | Chief Carey Dunn |
| Address | 1075 Ronald Reagan Ave. |
| City, State, Zip | Hickory Creek, TX 75065 |
| Telephone | 940-497-3520 |
| Email | carey.dunn@hickorycreek-tx.gov |

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

**DENTON COUNTY, TEXAS**

_____

Andy Eads, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

EXECUTED duplicate originals on this

Date:_____

Approved as to content:

_____

Denton County Sheriff's Office

Approved as to form:

_____

Assistant District Attorney
Counsel to the Sheriff

**AGENCY**

_____

Lynn C. Clark, Mayor
Town of Hickory Creek
1075 Ronald Reagan Ave.
Hickory Creek, TX 75065
940-497-2528

EXECUTED duplicate originals on this

Date:_____

Approved as to content:

_____

Carey Dunn, Chief of Police

Approved as to form:

_____

Attorney for Agency

Costs by Workload

# EXHIBIT A

| | A | B | C | E | F | G |
|---|---|---|---|---|---|---|
| 1 | Column1 | Column2 | Column3 | Co | | |
| 2 | FY 19-20 Dispatch Costs | | | | | |
| 3 | **FY Budget** | **$3,351,172.00** | | | | |
| 4 | **1/2 Budget Amount** | **$1,675,586.00** | | | | |
| 5 | **Agency** | **% Workload *** | **Cost by Workload** | | | |
| 6 | ARGYLE PD | 0.988% | $16,552 | | | |
| 7 | AUBREY PD | 1.722% | $28,847 | | | |
| 8 | BARTONVILLE PD | 0.322% | $5,399 | | | |
| 9 | CORINTH PD | 5.474% | $91,720 | | | |
| 10 | DOUBLE OAK PD | 0.262% | $4,389 | | | |
| 11 | HICKORY CREEK PD | 1.754% | $29,387 | | | |
| 12 | JUSTIN PD | 0.851% | $14,257 | | | |
| 13 | KRUM PD | 1.180% | $19,775 | | | |
| 14 | LAKE DALLAS PD | 3.081% | $51,619 | | | |
| 15 | LITTLE ELM PD | 10.334% | $173,151 | | | |
| 16 | NCTC PD | 0.000% | $0 | | | |
| 17 | NORTHEAST PD | 1.324% | $22,177 | | | |
| 18 | NORTHLAKE PD | 1.809% | $30,306 | | | |
| 19 | OAK POINT PD | 1.752% | $29,360 | | | |
| 20 | PILOT POINT PD | 0.920% | $15,416 | | | |
| 21 | PONDER PD | 0.321% | $5,377 | | | |
| 22 | SANGER PD | 2.203% | $36,905 | | | |
| 23 | TROPHY CLUB PD | 2.456% | $41,154 | | | |
| 24 | ARGYLE FD | 0.792% | $13,276 | | | |
| 25 | AUBREY FD | 1.729% | $28,975 | | | |
| 26 | DOUBLE OAK VFD | 0.000% | $0 | | | |
| 27 | JUSTIN FD | 0.000% | $0 | | | |
| 28 | KRUM FD | 0.686% | $11,497 | | | |
| 29 | LAKE CITIES FD | 1.661% | $27,836 | | | |
| 30 | LITTLE ELM FD | 2.011% | $33,703 | | | |
| 31 | OAK POINT FD | 0.382% | $6,404 | | | |
| 32 | PILOT POINT FD | 0.600% | $10,054 | | | |
| 33 | PONDER VFD | 0.000% | $0 | | | |
| 34 | SANGER FD | 0.985% | $16,507 | | | |
| 35 | TROPHY CLUB FD | 0.476% | $7,971 | | | |
| 36 | WATER DISTRICT | 1.182% | $19,809 | | | |
| 37 | OTHER | 8.04% | $134,767 * | | | |
| 38 | SHERIFF'S OFC * | 44.700% | $2,424,578 * | | | |
| 39 | **Totals** | **100.000%** | **$3,351,169** | | | |
| 40 | | | | | | |
| 41 | | | | | | |
| 42 | *SHERIFF'S OFFICE costs- Includes "OTHER" + Discounted Activity | | | | | |
| 43 | which is reduced from other entities total costs, as well as the | | | | | |
| 44 | remaining 1/2 of the total Communications Adopted Budget which | | | | | |
| 45 | other entities are not billed for at this time. | | | | | |
| 46 | | | | | | |
| 47 | Volunteer Agencies | | | | | |

Exhibit B

# 2019-20 Budget Year
# Denton County Sheriff's Office
# Communications Agreement
# Agency Payment Worksheet

| | |
|---|---|
| **Agency:** | **Hickory Creek Police Department** |
| Payment Contact Person: | Kristi K. Rogers |
| Phone Number: | 940-497-2528 |
| Address: | 1075 Ronald Reagan Ave. |
| City, State, Zip | Hickory Creek, TX 75065 |
| **AGENCY TOTAL AMOUNT DUE** | **$ 29,387.00** |

**Agency Should Include this Worksheet with Each Payment Sent to Denton County.**

| | |
|---|---|
| Make checks payable to: | **Denton County** |
| Mail payments to: | **Communications Agreement Payments**<br>**Denton County Auditor**<br>**401 W. Hickory, Suite 423**<br>**Denton, Texas 76201-9026** |

Payment Plan Options

**Agency MUST Select One Payment Option**

| | | |
|---|---|---|
| 1 | | One Annual Payment (100%) |
| 2 | | Two Payments (50%) |
| 3 | | Four Payments (25%) |
| 4 | | Twelve Monthly Payments |
| 5 | | Other Payment Option |

# Exhibit C

## TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
## NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2019-2020

| | |
|---|---|
| Twenty-Four Hour Terminal Agency | **DENTON COUNTY SHERIFF'S OFFICE** |
| Non Twenty-Four Hour Terminal Agency | **Town of Hickory Creek Police Department** |

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

| **DENTON COUNTY SHERIFF'S OFFICE** | **AGENCY** |
|---|---|
| Signature: _____ | Signature: _____ |
| By: Tracy Murphree | By: Lynn C. Clark |
| Title: Denton County Sheriff | Title: Town of Hickory Creek Mayor |
| Date: _____ | Date: _____ |

**TOWN OF HICKORY CREEK, TEXAS**
**RESOLUTION NO. 2019-0326-2**

**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 26th day of March, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

_____
Cody Lewis, 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**

Chief Carey Dunn
Hickory Creek (town) P.D.
1075 Reagan Ave.
Hickory Creek, Texas 75065

Chief Carey Dunn,

Enclosed is a Request for Quote (RFQ) for Solicitation No. W9126G19Q0019, for the project entitled "FY19 Contract for Increased Law Enforcement for Lewisville Lake lying within Hickory Creek, Texas". We would like you to submit a price quote for performing the work and services as specified in the enclosed Bid Sheet. The proposal must be received no later than **12:00 A.M., CST, on 22 March 2019**. You are requested to provide your quote via email to Suphakit.Areeyat@usace.army.mil and Cc: CIV-OPS.Proposals@usace.army.mil

You are advised that this letter is not to be construed as authority to proceed with any work or to incur any obligation chargeable to the Government. Further, in the event of unsatisfactory fee negotiations, the Government cannot assume any obligation for payment of any expense incurred by your firm in the presentation of your fee or premature initiation of services.

**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,

Suphakit Areeyat
Contracting Specialist

# Contractor Information Sheet

**IN THE EVENT OF AWARD, ISSUE CONTRACT TO:**

**NAME (Person and Business):**_____
(Last, First Middle)

**ADDRESS**_____
(Number & Street) (City, State and Zip)

**OFFICE PHONE NUMBER**_____**MOBILE**_____
(Area code and number) (Area code and number)

**EMAIL ADDRESS**_____

**DUNS NUMBER**_____**CAGE CODE NUMBER**_____

**SSN/TIN NUMBER** _____

# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER



| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|---|---|---|---|---|
| | | | W9126G19Q0019 | 22-Feb-2019 |

| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER *(No Collect Calls)* | 8. OFFER DUE DATE/LOCAL TIME |
|---|---|---|---|
| | SUPHAKIT AREEYAT | 817-886-1025 | 12:00 AM 22 Mar 2019 |

9. ISSUED BY CODE W9126G

US ARMY ENGINEER DISTRICT, FORT WORTH
ATTN: CESWF-CT
819 TAYLOR ST, ROOM 2A17
FORT WORTH TX 76102-0300

TEL: 817-886-1043
FAX: 817-886-6403

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

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

NAICS: 922120

SIZE STANDARD:

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE 967431

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

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

TEL:

EMAIL:

31c. DATE SIGNED

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001 | | | Job | | |
| | | | | Funded Amt: | |
| | FY19 CILE Hickory County<br>FY19 Contract for Increased Law Enforcement (CILE) at for that part of Lewisville Lake lying within the Hickory Creek Police Department 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.<br><br>Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO) or an Administrative Contracting Officer (ACO)), acting within their appointed 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 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. Proceeding with any work not authorized by the Contracting Officer will be at the Contractor's own risk. | | | | NAICS CD: 922120<br>, FSC CD: R499 |

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|---|---|---|---|---|
| 0001 | N/A | Government | Destination | Government |

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|---|---|---|---|---|
| 0001 | POP 27-APR-2019 TO 10-SEP-2019 | N/A | LEWISVILLE PROJECT OFC<br>ROB JORDAN<br>1801 N MILL STREET<br>LEWISVILLE TX 75057-3153<br>(469)645-9107<br>FOB: Destination | 967431 |

BID SHEET

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES,**
**LEWISVILLE LAKE, 2019**
**HICKORY CREEK POLICE DEPARTMENT**

## COST PROPOSAL

### LABOR COST:

Salary analysis for 2019 lake patrol based on average patrol wages (none greater than Sergeant's pay), including all required benefits

| | | |
|---|---|---|
| Deputy Salary Rate | (man-hour) | $ 49.38 |
| Social Security FICA | | $ 343.68 |
| Retirement | | $ 2,882.21 |
| Worker's Comp | | $ 590.55 |
| Supplemental Death | | $ 12.13 |
| Liability Ins | | $ 83.09 |
| Other (explain) Health Insurance, Unemployment, Administrative Expenses, Equipment & Technology | | $ 5,391.17 |
| TOTAL LABOR COST PER MAN HOUR | | **$** 68.76 |

### VEHICLE COST:

Includes depreciation, amortization of equipment, insurance, maintenance cost, fuel used for contract services, and overhead)

TOTAL VEHICLE COST PER HOUR $ 11.73

### CONTRACT SUMMARY:

| | |
|---|---|
| **Labor Cost per Man-Hour** | **$** 68.76 |
| **Vehicle Cost per Hour** | **+$** 11.73 |
| **TOTAL COST/HOUR** | **$** 80.49 |
| **x Total Hours** | **x 480hr** |
| **TOTAL CONTRACT PRICE** | **$** 38,635.20 |

PWS

**PERFORMANCE WORK STATEMENT (PWS)**

**Increased Law Enforcement Services, Hickory Creek Police Department**
**Lewisville Lake**
**2019**

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 27 April 2019 through 10 September 2019, for a total of 480 patrol hours, further specified in Appendices A,B, and C to this PWS. Effective start date is 27 April 2019 **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: (Not applicable) 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.

1.4.8 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**

| Deliverable | Frequency | # of Copies | Medium/Format | Submit To |
|---|---|---|---|---|
| Invoice for contract services performed; includes billing start/end dates, hours worked, total charges. | Submitted to Corps by the 5th of every month, listing contract services performed during the previous calendar month. | Two copies of invoice, submitted to Corps QA POC, one submitted to USACE Finance Center | Hard Copy or FAX | 1.US Army Corps of Engineers Lewisville Lake 1801 N. Mill Street, Lewisville, TX 75057 ATTN: Rob Jordan/Sallie Wilson FAX:469-645-9101<br><br>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
2019

| 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 (Thursday)** | **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 27 April 2019 with patrols made on consecutive weekends, (Fridays, Saturdays and Sundays) through September 10th, to complete the agreement. Only select Federal Holidays as noted will be included in this agreement.

**PERFORMANCE WORK STATEMENT**

**APPENDIX B**
2019

HOURS BY MONTH

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

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

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

June: 8 hrs x **14** = **112**

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

August 8 hrs x **14** = **112**

September 8 hours x **4** = **32**
(includes Labor Day)

Total Hours = **480**

**PERFORMANCE WORK STATEMENT**

**APPENDIX C**

**2018**
SCHEDULE OF DAYS WORKED BY MONTH
62 Days total

**APRIL**: 28 - 29= **2 days**

**MAY**: 4-6, 11-13, 18-20, 25-28(includes Memorial Day) = **13 days**

**JUNE**: 1-3, 8-10, 15-17, 22-24, 29-30 = **14 days**

**JULY:** 1, 4 (includes Independence Day), 6-8, 13-15, 20-22, 27-29= **14 days**

**AUGUST**: 3-5, 10-12, 17-19, 24-26, 31 = **13 days**

**SEPTEMBER**: 1-3 (includes Labor Day), 7-9= **6 days**

# Appendix D

## Hickory Creek Police Department Law Enforcement Log

Officer Name and Number: Date:

| Location | Time Arrived | Time Departed | Notes |
|---|---|---|---|
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***** For all arrests, citations, warnings and evictions include details *****

QASP

# QUALITY ASSURANCE SURVEILLANCE PLAN

## Contract for Increased Law Enforcement Services, Lewisville Lake

## TOWN OF HICKORY CREEK POLICE DEPARTMENT

**1. Overview**: This contract establishes a specific increased level of law enforcement services to be provided by Hickory Creek Police Department to the US Army Corps of Engineers at Lewisville Lake. This is a sole-source contract, since the Hickory Creek Police Department is the only agency with the requisite authority and responsibility to provide these services.

**2. Definition of Services**: Increased services are defined in the contract's Performance Work Statement (PWS) as the contractor's provision of a dedicated officer and vehicle to patrol and enforce applicable state and local laws in accordance with their agency policy, procedures, and interpretations. Services will be performed in accordance with the schedule contained in the PWS. Contracted services are to supplement the year-round duties and activities which the contractor is responsible to perform even absent the contract.

**3. Surveillance of Services**: Officers providing service under this contract are required to complete a Daily Law Enforcement Log documenting their activities performed during their work shifts, and to turn the logs into their supervisor at the end of each shift. The completed daily enforcement logs will then be submitted to the Lake Manager weekly for review.

**4. Surveillance Documentation**:

a. The contractor shall provide a request for payment each month for reimbursable services performed. The request for payment shall include the number of man-hours worked during the billing period (which must correspond with the Daily Law Enforcement Logs) and the total monthly expenses. Quality Assurance (QA) POC (Point of Contact) will examine logs to ensure accuracy prior to authorizing payment.

b. The services performed by the contract law enforcement agency under provisions of the contract shall be subject to inspection by the QA POC to insure strict compliance with the terms of the contract. The QA POC will maintain a complete Quality Assurance file, containing copies of all evaluations and related documentation. The QA POC will forward these records to the Contracting Officer at completion of the contract. If for any reason the Contractor fails to provide or satisfactorily perform the services as specified, the Government reserves the right to terminate the contract.

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 |
| 52.222-62 | 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 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | MAY 2016 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | JUN 2012 |
| 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 |
|---|---|
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |

(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** |
|---|---|
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |

[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** |
|---|---|
| ___ | ___ |
| ___ | ___ |
| ___ | ___ |

[List as necessary]

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

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

Canadian End Products:

| Line Item No. |
|---|
| ___ |

| |
|---|
| ___ |
| ___ |

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4) [ ____ ] Have, [ ____ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $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 appear 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).

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(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 Countriesof 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 2018)

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

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 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.)

X (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]

X (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—Subcon-tracting 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).

X (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)).

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

____(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

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

X (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.

X (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).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 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 (June, 2016) (E.O. 13693).

____ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 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[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (44) 52.223-21, Foams (June, 2016) (E.O. 13693).

X (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 (AUG 2018) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (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)(12)).

____ (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).

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

X (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).

X (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).

X (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) 52.219-8, 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.

(v) 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.

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

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

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

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

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

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

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

(xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

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

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii)52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xviii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.

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

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (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, ( X ) is not a small business concern under NAICS Code **922120**- assigned to contract number.

(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, GS-7 $20.04-$7.21

(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):

**Federal Acquisition Regulation (FAR):**
http://farsite.hill.af.mil/vffara.htm
**Department of Defense FAR Supplement (DFARS):**
http://farsite.hill.af.mil/VFDFARA.HTM

(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):

**Federal Acquisition Regulation (FAR):**
http://farsite.hill.af.mil/vffara.htm
**Department of Defense FAR Supplement (DFARS):**
http://farsite.hill.af.mil/VFDFARA.HTM

(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 DFARS (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

WAGE DETERMINATION

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WD 15-5227 (Rev.-7) was first posted on www.wdol.gov on 01/01/2019
********************************************************************************
REGISTER OF WAGE DETERMINATIONS UNDER  |        U.S. DEPARTMENT OF LABOR
       THE SERVICE CONTRACT ACT        |  EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor |         WAGE AND HOUR DIVISION
                                       |         WASHINGTON D.C.  20210
                                       |
                                       |
                                       |
                                       | Wage Determination No.: 2015-5227
Daniel W. Simms          Division of   |           Revision No.: 7
Director            Wage Determinations|       Date Of Revision: 12/26/2018
_______________________________________|_______________________________________
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
_______________________________________________________________________________
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**Fringe Benefits Required Follow the Occupational Listing**

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|---|---|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 16.60 |
| 01012 - Accounting Clerk II | | 18.64 |
| 01013 - Accounting Clerk III | | 20.84 |
| 01020 - Administrative Assistant | | 29.11 |
| 01035 - Court Reporter | | 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 | | 13.24 |
| 01052 - Data Entry Operator II | | 14.45 |
| 01060 - Dispatcher, Motor Vehicle | | 21.36 |
| 01070 - Document Preparation Clerk | | 15.62 |
| 01090 - Duplicating Machine Operator | | 15.62 |
| 01111 - General Clerk I | | 13.36 |
| 01112 - General Clerk II | | 14.57 |
| 01113 - General Clerk III | | 16.36 |
| 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 | | 22.89 |
| 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 | | 14.27 |
| 01612 - Word Processor II | | 16.03 |
| 01613 - Word Processor III | | 17.93 |
| 05000 - Automotive Service Occupations | | |
| 05005 - Automobile Body Repairer, Fiberglass | | 21.52 |
| 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 | | 13.20 |
| 05400 - Transmission Repair Specialist | | 22.16 |
| 07000 - Food Preparation And Service Occupations | | |
| 07010 - Baker | | 12.15 |
| 07041 - Cook I | | 12.22 |
| 07042 - Cook II | | 14.03 |

| | |
|---|---|
| 07070 - Dishwasher | 9.91 |
| 07130 - Food Service Worker | 10.37 |
| 07210 - Meat Cutter | 13.34 |
| 07260 - Waiter/Waitress | 10.03 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 15.32 |
| 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 | 10.82 |
| 11060 - Elevator Operator | 10.82 |
| 11090 - Gardener | 17.14 |
| 11122 - Housekeeping Aide | 10.74 |
| 11150 - Janitor | 10.74 |
| 11210 - Laborer, Grounds Maintenance | 12.75 |
| 11240 - Maid or Houseman | 9.68 |
| 11260 - Pruner | 11.58 |
| 11270 - Tractor Operator | 15.67 |
| 11330 - Trail Maintenance Worker | 12.75 |
| 11360 - Window Cleaner | 12.15 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 20.65 |
| 12011 - Breath Alcohol Technician | 20.06 |
| 12012 - Certified Occupational Therapist Assistant | 32.66 |
| 12015 - Certified Physical Therapist Assistant | 35.12 |
| 12020 - Dental Assistant | 19.08 |
| 12025 - Dental Hygienist | 37.69 |
| 12030 - EKG Technician | 30.40 |
| 12035 - Electroneurodiagnostic Technologist | 30.40 |
| 12040 - Emergency Medical Technician | 20.65 |
| 12071 - Licensed Practical Nurse I | 18.42 |
| 12072 - Licensed Practical Nurse II | 20.60 |
| 12073 - Licensed Practical Nurse III | 22.96 |
| 12100 - Medical Assistant | 15.71 |
| 12130 - Medical Laboratory Technician | 21.14 |
| 12160 - Medical Record Clerk | 18.40 |
| 12190 - Medical Record Technician | 20.58 |
| 12195 - Medical Transcriptionist | 19.66 |
| 12210 - Nuclear Medicine Technologist | 37.72 |
| 12221 - Nursing Assistant I | 12.03 |
| 12222 - Nursing Assistant II | 13.52 |
| 12223 - Nursing Assistant III | 14.76 |
| 12224 - Nursing Assistant IV | 16.57 |
| 12235 - Optical Dispenser | 16.90 |
| 12236 - Optical Technician | 14.64 |
| 12250 - Pharmacy Technician | 15.72 |
| 12280 - Phlebotomist | 15.70 |
| 12305 - Radiologic Technologist | 28.30 |
| 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) | 24.86 |
| 12320 - Substance Abuse Treatment Counselor | 21.06 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 20.65 |
| 13012 - Exhibits Specialist II | 25.58 |

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|---|---|---|
| 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 | | 10.16 |
| 16030 - Counter Attendant | | 10.16 |
| 16040 - Dry Cleaner | | 13.05 |
| 16070 - Finisher, Flatwork, Machine | | 10.16 |
| 16090 - Presser, Hand | | 10.16 |
| 16110 - Presser, Machine, Drycleaning | | 10.16 |
| 16130 - Presser, Machine, Shirts | | 10.16 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 10.16 |
| 16190 - Sewing Machine Operator | | 13.84 |
| 16220 - Tailor | | 14.88 |
| 16250 - Washer, Machine | | 11.17 |

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|---|---|
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 19.18 |
| 19040 - Tool And Die Maker | 23.04 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 15.02 |
| 21030 - Material Coordinator | 22.89 |
| 21040 - Material Expediter | 22.89 |
| 21050 - Material Handling Laborer | 13.08 |
| 21071 - Order Filler | 13.57 |
| 21080 - Production Line Worker (Food Processing) | 15.02 |
| 21110 - Shipping Packer | 14.07 |
| 21130 - Shipping/Receiving Clerk | 14.07 |
| 21140 - Store Worker I | 11.89 |
| 21150 - Stock Clerk | 17.24 |
| 21210 - Tools And Parts Attendant | 15.02 |
| 21410 - Warehouse Specialist | 15.02 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 33.52 |
| 23019 - Aircraft Logs and Records Technician | 25.64 |
| 23021 - Aircraft Mechanic I | 31.98 |
| 23022 - Aircraft Mechanic II | 33.52 |
| 23023 - Aircraft Mechanic III | 35.08 |
| 23040 - Aircraft Mechanic Helper | 21.68 |
| 23050 - Aircraft, Painter | 28.57 |
| 23060 - Aircraft Servicer | 25.64 |
| 23070 - Aircraft Survival Flight Equipment Technician | 28.57 |
| 23080 - Aircraft Worker | 27.11 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 27.11 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 31.98 |
| 23110 - Appliance Mechanic | 19.03 |
| 23120 - Bicycle Repairer | 16.56 |
| 23125 - Cable Splicer | 25.09 |
| 23130 - Carpenter, Maintenance | 18.08 |
| 23140 - Carpet Layer | 19.04 |
| 23160 - Electrician, Maintenance | 21.55 |
| 23181 - Electronics Technician Maintenance I | 25.82 |
| 23182 - Electronics Technician Maintenance II | 27.21 |
| 23183 - Electronics Technician Maintenance III | 29.34 |
| 23260 - Fabric Worker | 20.19 |
| 23290 - Fire Alarm System Mechanic | 21.28 |
| 23310 - Fire Extinguisher Repairer | 16.95 |
| 23311 - Fuel Distribution System Mechanic | 21.32 |
| 23312 - Fuel Distribution System Operator | 16.71 |
| 23370 - General Maintenance Worker | 18.20 |
| 23380 - Ground Support Equipment Mechanic | 31.98 |
| 23381 - Ground Support Equipment Servicer | 25.64 |
| 23382 - Ground Support Equipment Worker | 27.11 |
| 23391 - Gunsmith I | 16.95 |
| 23392 - Gunsmith II | 19.48 |
| 23393 - Gunsmith III | 21.63 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 22.55 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 23.63 |
| 23430 - Heavy Equipment Mechanic | 22.12 |
| 23440 - Heavy Equipment Operator | 18.76 |
| 23460 - Instrument Mechanic | 24.76 |
| 23465 - Laboratory/Shelter Mechanic | 20.52 |
| 23470 - Laborer | 13.08 |
| 23510 - Locksmith | 22.46 |

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|---|---|
| 23530 - Machinery Maintenance Mechanic | 23.50 |
| 23550 - Machinist, Maintenance | 18.06 |
| 23580 - Maintenance Trades Helper | 14.01 |
| 23591 - Metrology Technician I | 24.76 |
| 23592 - Metrology Technician II | 25.94 |
| 23593 - Metrology Technician III | 27.16 |
| 23640 - Millwright | 24.63 |
| 23710 - Office Appliance Repairer | 18.30 |
| 23760 - Painter, Maintenance | 16.85 |
| 23790 - Pipefitter, Maintenance | 24.27 |
| 23810 - Plumber, Maintenance | 23.03 |
| 23820 - Pneudraulic Systems Mechanic | 21.63 |
| 23850 - Rigger | 22.37 |
| 23870 - Scale Mechanic | 19.48 |
| 23890 - Sheet-Metal Worker, Maintenance | 18.28 |
| 23910 - Small Engine Mechanic | 17.84 |
| 23931 - Telecommunications Mechanic I | 23.56 |
| 23932 - Telecommunications Mechanic II | 24.66 |
| 23950 - Telephone Lineman | 23.54 |
| 23960 - Welder, Combination, Maintenance | 18.12 |
| 23965 - Well Driller | 21.63 |
| 23970 - Woodcraft Worker | 21.63 |
| 23980 - Woodworker | 16.58 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 17.93 |
| 24570 - Child Care Attendant | 10.73 |
| 24580 - Child Care Center Clerk | 13.39 |
| 24610 - Chore Aide | 9.00 |
| 24620 - Family Readiness And Support Services Coordinator | 17.93 |
| 24630 - Homemaker | 17.93 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 22.92 |
| 25040 - Sewage Plant Operator | 18.96 |
| 25070 - Stationary Engineer | 22.92 |
| 25190 - Ventilation Equipment Tender | 16.01 |
| 25210 - Water Treatment Plant Operator | 18.96 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 20.61 |
| 27007 - Baggage Inspector | 14.10 |
| 27008 - Corrections Officer | 20.01 |
| 27010 - Court Security Officer | 23.50 |
| 27030 - Detection Dog Handler | 16.92 |
| 27040 - Detention Officer | 20.01 |
| 27070 - Firefighter | 26.13 |
| 27101 - Guard I | 14.10 |
| 27102 - Guard II | 16.92 |
| 27131 - Police Officer I | 29.54 |
| 27132 - Police Officer II | 32.82 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.02 |
| 28042 - Carnival Equipment Repairer | 14.24 |
| 28043 - Carnival Worker | 9.50 |
| 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 | 25.06 |

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|---|---|---|
| 29020 - Hatch Tender | | 25.06 |
| 29030 - Line Handler | | 25.06 |
| 29041 - Stevedore I | | 22.51 |
| 29042 - Stevedore II | | 25.01 |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist, Center (HFO) | (see 2) | 40.80 |
| 30011 - Air Traffic Control Specialist, Station (HFO) | (see 2) | 28.14 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) | (see 2) | 30.99 |
| 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 | | 24.11 |
| 30051 - Cryogenic Technician I | | 25.98 |
| 30052 - Cryogenic Technician II | | 28.69 |
| 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 | | 23.46 |
| 30210 - Laboratory Technician | | 22.28 |
| 30221 - Latent Fingerprint Technician I | | 24.07 |
| 30222 - Latent Fingerprint Technician II | | 26.58 |
| 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 | | 28.69 |
| 30390 - Photo-Optics Technician | | 27.75 |
| 30395 - Radiation Control Technician | | 28.69 |
| 30461 - Technical Writer I | | 25.09 |
| 30462 - Technical Writer II | | 30.68 |
| 30463 - Technical Writer III | | 37.13 |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 25.93 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 31.37 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 37.61 |
| 30494 - Unexploded (UXO) Safety Escort | | 25.93 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 25.93 |
| 30501 - Weather Forecaster I | | 25.98 |
| 30502 - Weather Forecaster II | | 31.60 |
| 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 | | 31.37 |
| 31020 - Bus Aide | | 12.44 |
| 31030 - Bus Driver | | 18.17 |
| 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 | | 21.19 |

| | |
|---|---|
| 31364 - Truckdriver, Tractor-Trailer | 21.19 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 15.30 |
| 99030 - Cashier | 9.76 |
| 99050 - Desk Clerk | 10.59 |
| 99095 - Embalmer | 24.05 |
| 99130 - Flight Follower | 25.93 |
| 99251 - Laboratory Animal Caretaker I | 12.12 |
| 99252 - Laboratory Animal Caretaker II | 13.25 |
| 99260 - Marketing Analyst | 36.10 |
| 99310 - Mortician | 24.05 |
| 99410 - Pest Controller | 18.98 |
| 99510 - Photofinishing Worker | 14.89 |
| 99710 - Recycling Laborer | 18.95 |
| 99711 - Recycling Specialist | 23.30 |
| 99730 - Refuse Collector | 16.75 |
| 99810 - Sales Clerk | 13.65 |
| 99820 - School Crossing Guard | 10.68 |
| 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 |

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.48 per hour or $179.20 per week or $776.53 per month

HEALTH & WELFARE EO 13706: $4.18 per hour, or $167.20 per week, or $724.53 per month*

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

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

HOLIDAYS: A minimum of 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)).

**TOWN OF HICKORY CREEK, TEXAS**
**ORDINANCE NO. 2019-03-811**

**AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING AS HERETOFORE AMENDED, ITS COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE TOWN BY AMENDING AN EXISTING DESIGNATION ON CERTAIN TRACTS OF LAND DESCRIBED AS AN APPROXIMATELY .749 ACRES BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN FROM ITS CURRENT ZONING OF PB-1 PROFESSIONAL BUSINESS DISTRICT TO SF-3 RESIDENTIAL DISTRICT; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE SF-3 RESIDENTIAL ZONING DISTRICT DESIGNATION FOR THE SUBJECT PROPERTY; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR REZONING; PROVIDING FOR APPLICABLE REGULATIONS; PROVIDING FOR ZONING MAP; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; 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 a .749 acres of land described on Exhibit "A" attached hereto and incorporated herein (the "Property"), has applied for a zoning change from its current zoning of PB-1 Professional Business District to SF-3 Residential 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:

The zoning of the Property is hereby changed from its current zoning of PB-1 Professional Business District to SF-3 Residential District for use in accordance with the requirements of this Ordinance and all other applicable ordinances, rules, and regulations of the Town.

## 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 ____ day of March, 2019.

_____

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

ATTEST:

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

APPROVED AS TO FORM:

_____
Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas

# EXHIBIT "A"

BEING all that certain lot, tract, or parcel of land situated in the S.A. Jones Survey, Abstract Number 1598, in the Town of Hickory Creek, Denton County, Texas, and being all of .that tract of land described by deed to Bobby Dale Thomas and wife, Cindy Rene Beck Thomas as recorded under Instrument Number 95-16313, Deed Records of Denton County, Texas, (D.R.D.C.T.), also being all of that tract of land described by deed to Cindy Thomas and husband, Dale Thomas as recorded under Volume 4353, Page 3206, (D.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of the herein described tract, same being an ell corner of a the remainder of a tract of land described by deed to William V. Basinski as recorded under Instrument Number 94-40825, (D.R.D.C.T.), said point also being in the south line of a 20 foot Ingress-Egress Easement as recorded under Instrument Number 94-42415, (D.R.D.C.T.);

THENCE South 89 degrees 50 minutes 40 seconds East, with the south line of said Easement and with the easternmost south line of said Basinski tract, passing at .a distance of 71.46 feet a 1/2 inch iron rod found for the northwest corner of said Thomas tract (4353/3206), same being the northeast corner of said Thomas tract (95-16313), and continuing with the north line thereof for a total distance of 245.71 feet to a Corp. of Engineers monument found for corner, same being the easternmost southeast corner of said Basinski tract, said point also being a southwest corner of a tract of land to the United States of America (USA); .

THENCE South 69 degrees 59 minutes 04 seconds East, with a south line of said USA tract, a distance of 7.27 feet to a 1/2 inch iron rod with yellow cap stamped, "Arthur Surveying Company" (ASC) set for corner, same being an ell corner thereof;

THENCE South 26 degrees 18 minutes 52 seconds West, with a west line of said USA tract, a distance of 164.50 feet to a Corp. of Engineers monument found for corner, same being an ell corner thereof;

THENCE South 89 degrees 15 minutes 29 seconds West, with a north line of said USA tract, passing at a distance of 105.78 feet a 1/2 inch iron rod found for the southeast corner of said Thomas tract (4353/3206), same being the southwest comer of said Thomas tract (95-16313), and continuing with the south line thereof, for a total distance of 177.50 feet to a 1/2 inch iron rod found for corner, same being the southernmost southeast corner of said. Basinski tract;

THENCE North 00 degrees 47 minutes 48 seconds West, with the southernmost east line of said Basinski tract, a distance of 152.92 fed to THE POINT OF BEGINNING and containing 0.749 acres of land, more or less.

Together and with Non-Exclusive Easement Rights as set out in Ingress, Egress Easement filed May 25, 1994, recorded in Clerk's File No. 199400042415, Real Property Records, Dentin County, Texas.

**TOWN OF HICKORY CREEK, TEXAS**
**RESOLUTION NO. 2019-0326-3**

**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 DEVELOPMENT AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND KSW HOLDING HICKORY CREEK, LP. AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS,** the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and KSW Holding Hickory Creek, LP (hereinafter the "Agreement") for economic and land development, 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 26th day of March, 2019.

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

ATTEST:

_____

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

_____

Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas

# DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Agreement") by and between the TOWN OF HICKORY CREEK, TEXAS, a Type A general law municipality (the “Town"), and KSW Holding Hickory Creek, LP., a Texas Limited Partnership (“Developer"), is effective as of the date the authorized representative for the Town countersigns this Agreement ("Effective Date").

## RECITALS

WHEREAS, the Developer owns certain tracts of land totaling approximately 38 acres within the extraterritorial jurisdiction ("ETJ") of the Town (the “Property”), more particularly described in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, the Developer will construct, and own real property improvements located on the Land (the "Project Improvements") and will provide and own furniture, fixtures, and equipment (the "Project FFE") located thereon and necessary for the operation of the Project; and

WHEREAS, the Project Improvements will include a wedding and event center, hotel, and restaurant, which are set forth in detail on a concept plan, attached hereto as **Exhibit B** and incorporated herein; and

WHEREAS, the Developer intends to finance and develop the Project in accordance with the terms and conditions of the Agreement; and

WHEREAS, the Town has the authority to contract with the Developer for the development of the Property and matters related to annexation; and

WHEREAS, the Town recognizes the positive economic impact that the Project will bring to the Town through the timely development and diversification of the economy, elimination of unemployment and underemployment through the creation and retention of new jobs, the attraction of new businesses, and the retention and growth of the ad valorem, personal property, sales and use tax, and hotel occupancy tax revenue generated by the Project; and

WHEREAS, the Town and the Developer have identified the economic impact area as that area depicted on the attached **Exhibit C**; and

WHEREAS, the Town recognizes that the Project will provide a public benefit to the Town by providing an event center, a restaurant and hotel lodging to serve the area, which will directly stimulate economic development within the Town; and

WHEREAS, the Town has established a program in accordance with Article Ill, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") under which the Town has the authority to use public funds for the public purposes of promoting local economic development and stimulating

business and commercial activity within the Town; and

WHEREAS, consistent with Article Ill, Section 52-a of the Texas Constitution, Chapter 380, and other law, the Town agrees to award certain financial incentives to the Developer to advance the public purposes of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, and developing or expanding transportation or commerce in the state; and

WHEREAS, in consideration of the Developer's intent to develop the Project, which will bring additional ad valorem tax, personal property tax, sales and use tax, and hotel occupancy tax revenues to the Town and result in additional jobs, the Town desires to enter into this Agreement pursuant to Chapter 380 and other laws applicable to the development of the Public Improvements as an economic incentive for the Developer to develop and construct the Project; and

WHEREAS, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town and, as such, meets the requirements under Chapter 380 and the Town's established economic development program, and, further, is in the best interests of the Town and the Developer; and

WHEREAS, to ensure that the benefits the Town provides under this Agreement are utilized in a manner consistent with Chapter 380 and other applicable laws, the Developer has agreed to comply with certain conditions for receiving those benefits, including performance criteria relating to the funding, design and construction of the Project and the operation of the Project; and

WHEREAS, in consideration of the Developer's commitment to design, construct, and develop the Project, including the intention to invest private funds for the Project, to create employment, and to operate the Project as set forth herein, which will generate Tax Revenues (as defined herein) for the Town, the Town agrees to grant to the Developer the Reimbursement Amount (as defined herein); and

WHEREAS, consistent with Chapter 380 and other law, the Town and the Developer, as contemplated in this Agreement, agree to work together to advance the public purposes of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, and developing or expanding transportation or commerce in the state.

WHEREAS, the Town and the Developer agree that the Property will be developed in accordance with the development standards set forth on the attached **Exhibit D**.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Town and the Developer hereby agree as follows:

## ARTICLE I
## GENERAL TERMS

A. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated for all purposes. In the event of any conflict between any of the provisions of the Exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

B. Definitions and Terms. The terms "Agreement," "Chapter 380," "Town," "Developer," "Effective Date," "Land," "Project," "Project FFE", "Project Improvements," and "Property" shall have the meanings given to such terms in the Recitals, and the following terms shall have the following meanings:

"Base Personal Property Tax" means the amount of personal property taxes levied and collected by the Town attributable to the Economic Impact Area based on the total taxable appraised value of the personal property in the Economic Impact Area as of January 1, 2019.

"Base Property Tax" means the amount of ad valorem taxes levied and collected by the Town attributable to the Economic Impact Area based on the total taxable appraised value of the property in the Economic Impact Area as of January 1, 2019.

"Base Hotel Occupancy Tax" means the amount of Hotel Occupancy Tax Revenues received by the Town for the calendar year preceding the Effective Date for the Project.

"Economic Impact Area" shall initially be defined as the properties depicted in **Exhibit C**.

"Force Majeure" shall have the meaning ascribed to it in Article VI, Section B of this Agreement.

"Hotel Occupancy Tax Revenues" means the amount of hotel occupancy taxes received by the Town pursuant to Chapter 351, Texas Tax Code, from the renting of a room or space in a hotel.

"Mixed Beverage Tax" means the amount of mixed beverage tax received by the Town.

"Parties" or "Party" shall mean the Town and the Developer, the parties to this Agreement.

"Reimbursement Amount" shall mean an amount payable only from the Tax Revenues.

"Taxable Items" has the meaning assigned by Chapter 151, Texas Tax Code, as it may be amended from time to time.

"Tax Revenues" means 100% of the incremental increase in the collection of the Town's ad valorem taxes attributable to the Economic Impact Area above the Base Property Tax, 100% of the incremental increase in the collections of the Town's personal property taxes attributable to the Economic Impact Area above the Base Personal Property Tax, and 100% of the incremental increase in the collections of the Town's hotel occupancy taxes attributable to the Project above the Base Hotel Occupancy Tax (the "Hotel Occupancy Tax Increment").

"Term" shall mean the term of this Agreement, which shall commence on the Effective Date and shall continue until the earlier of: (i) the payment to the Developer of the Maximum Reimbursement Amount, or (ii) December 31, 2029.

C. Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

## ARTICLE II
## THE PROJECT AND THE PUBLIC IMPROVEMENTS

A. The Project. The Developer intends to construct (or cause to be constructed) the Project, a complex of a hotel, a wedding and event center and a restaurant with complimentary amenities, which is planned to be constructed in one phase. The Developer shall begin construction upon the Effective Date. The Developer intends to complete development and construction of the Project no more than twelve (12) months from the Effective Date. The Developer shall satisfy all Town permitting requirements, including, but not limited to, the Town's subdivision ordinance and all construction codes set forth in Article 3.02 of the Town's Code of Ordinance and Engineering Infrastructure Design Manual and building permitting requirements and shall comply with the requirements of the Town's subdivision ordinance.

B. Standards and Approvals. The Developer agrees that the plans and specifications for any public improvements shall be subject to the review and approval of all governmental entities with jurisdiction, including, without limitation, the Town. The Developer agrees to comply with all applicable legal requirements from such jurisdictions. Before commencing construction of any Public Improvements, the Developer will submit to the Town's Engineer or ("Engineer"), all plans and specifications for the construction of the Public Improvements and obtain the Engineer's approval of the plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, will conform. All water service lines, sewer service lines, lift stations, sewage treatment facilities, road facilities, and appurtenances thereto, will comply with the Town's and the Lake Cities Municipal Utility Authorities ("LCMUA") standard plans and specifications as amended from time to time. Prior to construction of any public improvements, the Developer or its engineer will give written notice by registered or certified mail to the Engineer stating the date that construction will be commenced. Construction of the public improvements will be in accordance with the approved plans and specifications, and with the Town's and LMCUA's applicable

standards and specifications, and during the progress of the construction and installation of the public improvements, the Engineer may conduct periodic, on-the-ground inspections.

## ARTICLE III
## REPRESENTATIONS

A. Representations of the Town. The Town hereby represents to the Developer that as the date hereof:

The Town is a duly created and existing municipal corporation and home rule municipality of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

The Town has the power, authority and legal right under the laws of the State of Texas to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Town under any agreement or instrument to which the Town is a party or by which the Town or its assets may be bound or affected.

This Agreement has been duly authorized, executed and delivered by the Town and constitutes a legal, valid and binding obligation of the Town, enforceable in accordance with its terms except to the extent that the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

The execution, delivery and performance of this Agreement by the Town do not require the consent or approval of any person that has not been obtained.

B. Representations of the Developer. The Developer hereby represents to the Town that as of the date hereof:

The Developer is duly authorized and existing and in good standing under the laws of the State of Texas and is qualified to do business in the State of Texas.

The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer, and (ii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

This Agreement has been duly authorized, executed and delivered and

constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms except to the extent that the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

## ARTICLE IV
## ANNEXATION AND POST-ANNEXATION MATTERS

A. Within ten (10) days of being requested to do so by the Town, Developer agrees to I) submit a voluntary annexation petition for the Property, or ii) if requested by the Town, sign a petition for annexation presented to the Developer by the Town. Developer agrees to execute and supply any and all instruments and/or documents necessary for the Town to annex the Property into the Town's corporate limits. If the Town is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, the Developer shall execute another voluntary annexation petition for the Property, within ten (10) days of being requested to do so. Prior to annexation of the Property, the Town shall have considered this Agreement, shall have submitted to the Developer, and the Developer shall review and approve an annexation service plan which shall be considered as binding, and mutually agreed upon, contractual obligation between the Town and the Developer. The Developer acknowledges and agrees that this Article IV was a material inducement for the Town to enter into this Agreement with the Developer.

B. While the Town and the Developer expressly acknowledge that the Property will be voluntarily annexed in accordance with Article IV (A) of this Agreement, the Town and the Developer agree that the concept plan, the development standards, and the applicable provisions of this Agreement memorialize the plan for development of the Property and that the Town shall consider zoning of the Property consistent with the development standards, concept plan, and applicable provisions of this Agreement contemporaneously with annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Article. By approval of this Agreement the Town affirms that the development of the Project as set forth herein will further the public interest and contribute to quality growth and development within the Town.

## ARTICLE V
## DEVELOPER COMMITMENTS

In consideration of the Town's agreeing to pay the Developer the Reimbursement Amount in accordance with the terms, provisions and conditions of this Agreement, the Developer agrees to fulfill the following conditions in order to receive the Reimbursement Amount:

A. Project Funding. The Developer intends to invest approximately

_____from and after the Effective Date, from private funding sources other than the Tax Revenues, toward the design and construction of the Project. In constructing the Project, the Developer shall comply with the provisions of the Town's Code of Ordinances, including those relating to signage, and those that require an applicant for a building permit to estimate the total value of work, including materials and labor, for which the permit is being issued. The Developer hereby represents and warrants that it will have all funds, from private sources, necessary to design and construct all phases of the Project, at the time such funds are required. For any calendar year in which additional square footage of a phase of the Project is completed or under construction, the Developer shall provide a report to the Town Administrator, or his or her designee, of: i) the square footage of the Project that was completed during such calendar year, ii) the square footage of the Project that was under construction, but not yet complete, during such calendar year, and iii) the cumulative square footage of the Project that is complete since the initiation of construction.

B. Operational Condition. The Developer shall use reasonable efforts to continuously operate (or cause to be operated) the Project on the Property during the Term of this Agreement, subject only to (i) events of Force Majeure, (ii) reasonable periods of closing actually required for repair or restoration following casualty or condemnation, and (iii) temporary closings (not to exceed 270 days) for repair, renovations and/or alterations of the Property.

C. Utilization of Local Contractors and Suppliers. The Developer agrees to exercise commercially reasonable efforts to utilize local contractors and suppliers in the construction of the Public Improvements, with a goal of at least 30% of the total dollar amount of all Public Improvements construction contracts and supply agreements being paid to local contractors and suppliers. A contractor or supplier shall be considered as local if it has maintained an office within the Town for at least one year.

D. Hotel Occupancy Tax Disclosure. The Town agrees to request from the State Comptroller hotel occupancy tax reports establishing the amount of Hotel Occupancy Tax Revenues for each calendar quarter during the Term ("Hotel Occupancy Tax Disclosure"). Developer agrees to provide any release or releases to the Town necessary to allow the State Comptroller to provide the Hotel Occupancy Tax Disclosure. The Town and Developer shall rely on the Hotel Occupancy Tax Disclosure as accurate and definitive for purposes of this Agreement. The Town shall only be required to pay the Tax Revenues related to the Hotel Occupancy Tax Increment for those properties for which Developer has provided any required release and the State Comptroller provides the Town the Hotel Occupancy Tax Disclosure.

E. Catering and Food Services. The Developer agrees to ensure that all sales related to catering and food services will be performed in a manner so that all sales and use taxes are collected and received by the Town.

## ARTICLE VI
## REIMBURSEMENT

A. The Town shall pay the Reimbursement Amount to the Developer beginning on the date the Developer receives a Certificate of Occupancy for the first hotel and continuing each year until December 31, 2029. The Town shall pay the Reimbursement Amount to the Developer within thirty (30) days following the end of the month(s) in which the Town receives its Tax Revenues or January 31st, whichever is later. The Town is obligated to pay the Reimbursement Amount only from the Tax Revenues generated from the Economic Impact Area. Such payments are not subject to any reduction, whether offset or otherwise. The Town shall not be obligated to make any payment to the Developer in an amount in excess of the Tax Revenues.

B. As an economic development grant, the Town will pay the following Reimbursement Amount from lawfully available funds not in excess of the Tax Revenues:

a) Ad Valorem Taxes
   i. Year 1 – ninety percent (90%) of Tax Revenues
   ii. Year 2 – eighty percent (80%) of Tax Revenues
   iii. Year 3 – seventy percent (70%) of Tax Revenues
   iv. Year 4 – sixty percent (60%) of Tax Revenues
   v. Year 5 – fifty percent (50%) of Tax Revenues
   vi. Year 6 – thirty percent (30%) of Tax Revenues

b) Hotel Occupancy Taxes
   i. Year 1 through Year 10 – one hundred percent (100%) of Tax Revenues

c) Mixed Beverage Tax
   i. Year 1 through Year 5 – one hundred percent of tax revenues.

C. The Town and the Developer agree and acknowledge that Tax Revenues do not include any portion of the State and Local Sales and Use Tax and are not subject to any reimbursement.

## ARTICLE VII
## DEFAULT AND REMEDY

A. Payment Default. The Town agrees that its failure to pay the Reimbursement Amount when due is an event of default (a "Payment Default") and that the Developer shall be entitled to any and all of the remedies available in this Article or otherwise at law or equity.

B. Developer Default. The Developer agrees that the following are events of default; (1) The Developer, or its successor or assigns, fails to pay prior to delinquency any ad valorem taxes, hotel occupancy taxes, sales and use taxes, or alcoholic beverage taxes assessed by the Town, the State of Texas, Denton County or the Lake Dallas Independent School District; or (2) The Developer has been convicted of a

violation regarding the employment of undocumented workers at the Project; or (3) The Project is in violation of any municipal codes related to life safety issues.

C. General Events of Default. A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its material commitments, covenants, agreements or obligations hereunder or if any of its representations contained in this Agreement are false.

Before the failure of any Party to perform its obligations under this Agreement, except a Payment Default, is deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement, except a Payment Default, may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt by the defaulting Party of such notice.

Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at Jaw or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies; and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party (except for a Payment Default) is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, hurricanes or tornadoes], labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").

In addition to any other right or remedy available to the Parties pursuant to this Agreement, in the event of a default or a breach by either Party under this Agreement which continues for 30 days after written notice to the Party alleged to have defaulted or breached and the failure of the Party alleged to have defaulted or breached to cure or diligently proceed to cure such breach to the complaining Party's reasonable satisfaction, the complaining Party shall have the right (but not the obligation), in its sole discretion, to exercise its rights with regards to mandamus, specific performance or mandatory or permanent injunction to require the Party alleged to have defaulted or

breached to perform.

In the event of an uncured default by the Developer, the Town shall be entitled to reimbursement for all grants made by the Town under this Agreement.

## ARTICLE VIII
## INDEMNIFICATION AND HOLD HARMLESS

A. INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE TOWN OF HICKORY CREEK, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS”). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND TOWN AGAINST ALL SUCH CLAIMS, AND TOWN IS REQUIRED TO RESONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A

PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDENIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUECT AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOLKING ITS RIGHT O INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION, ARTICLE VIII A, SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

B. <u>DEVELOPER'S ACKNOWLEDGEMENT OF THE TOWN'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.</u>

a) The Developer acknowledges and agrees that:

I) The public infrastructure to be constructed under this agreement, and the fees to be imposed by the town pursuant to this agreement, regarding the property, in whole or in part, do not constitute a:

(A) Taking under the Texas or United States Constitution; and/or
(B) Violation of the Texas local government code, as it exists or may be amended; and/or
(C) Nuisance.

(II) Assuming no defaults under this agreement, the amount of the Developer's financial and infrastructure contribution for the public infrastructure is roughly proportional to the demand that the Developer's anticipated improvements and Developer's development places on the Town's infrastructure.

(III) Assuming no defaults under this agreement, the Developer hereby agrees and acknowledges, without waiving claims related solely to exactions not contemplated by this agreement, that: (a) any property which it conveys to the Town or acquires for the Town pursuant to this agreement is roughly proportional to the benefit received by the Developer for such land, and the developer hereby waives any claim therefore that it may have; and (b) all prerequisites to such determination of rough proportionality have been met, and any value received by the town relative to said conveyance is related both in nature and extent to the impact of the development of the property on the town's infrastructure. assuming no defaults under this agreement, the developer further agrees to waive and release all claims it may have against the town under this agreement related to any and all: (a) claims or causes of action based on illegal or excessive exactions; and (b) rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the public infrastructure.

b) This section, ARTICLE VIII B, shall survive the termination of this agreement.

## ARTICLE IX
## GENERAL PROVISIONS

A. Time of the essence. Time is of the essence in the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation, including, without limitation, subject to the Developer's compliance with all applicable laws, expeditiously processing permits and approvals to facilitate the Developer's timely procurement of all entitlements required for the Project and the Public Improvements.

B. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed or sent by rapid transmission confirmed by mailing written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving Party at the following addresses:

If to the Developer:

With a copy to:

If to the Town:

John Smith, Town Administrator
TOWN OF HICKORY CREEK
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065
Ph: 940-497-2528
Fax: 940-497-3531

Notice shall be deemed to have been received on the date such notice is personally delivered or three days from the date such notice is mailed or sent by rapid transmission. Either Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of the Developer or the Town, as the case may be.

C. Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the Developer and the Town. No course of dealing on the part of the Developer or the Town nor any failure or delay by the Developer or the Town with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section. The Town agrees it will use good faith efforts to amend **Exhibit C** to adjust the boundaries of the Economic Impact Area if additional properties are demonstrated to benefit from the economic development of the Project, as determined by the Town in its sole discretion.

D. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

E. Successors and assigns. Neither Party shall have the right to assign its rights under this Agreement or any interest herein, without the prior written consent of the other Party, except that the Developer may assign its rights and responsibilities hereunder to (i) a lending institution of all or a portion of the Developer's rights hereunder as security for repayment of one or more loans to finance the construction or ownership of the Project or the Public Improvements, (ii) any related, affiliated or subsidiary entity to which substantially all of its assets, liabilities or its rights to proceed

with development of the Project and the Public Improvements are transferred or (iii) any person or entity to which the Developer assigns, subleases, or otherwise conveys its interest in the Property, provided that any assignee under (ii) or (iii) agrees in writing to assume the Developer's obligations under this Agreement. The Town shall not unreasonably withhold its written consent. The Town's Director of the Finance Department, or the Director's designee, may consent to a qualifying assignment under this Section on behalf of the Town.

F. Exhibits, titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

G. Applicable law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in the State Courts of Denton County, Texas.

H. Entire agreement. This Agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

I. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

K. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

[EXECUTION PAGE FOLLOWS]

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the Developer and the Town, effective as of the Effective Date defined herein.

| | |
|---|---|
| TOWN OF HICKORY CREEK: | DEVELOPER: |
| TOWN OF HICKORY CREEK,<br>A Texas Type A General Law<br>municipality | _____<br>a Texas _____<br>_____ |

| | |
|---|---|
| _____ | _____ |
| Lynn C. Clark, Mayor | Name: _____ |
| | Title: _____ |
| Date: _____ | Date: _____ |

COUNTERSIGNED:

| | |
|---|---|
| _____ | _____ |
| Kristi Rogers, Town Secretary | Name: _____ |
| | Title: _____ |
| Date: _____ | Date: _____ |

APPROVED AS TO FORM:

_____
Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas

**EXHIBIT A**
**LEGAL DESCRIPTION AND CONCEPTUAL PLAN**

**EXHIBIT B**
**PROJECT IMPROVEMENTS**

**EXHIBIT C**
**ECONOMIC IMPACT AREA**

**TOWN OF HICKORY CREEK**
**RESOLUTION NO. 2019-0326-4**

**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 COLLECTION OF SOFT RECYCLABLES BY AND BETWEEN THE TOWN OF HICKORY CREEK AND GREAT LAKES RECYCLING, INC. D/B/A SIMPLE RECYCLING, 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 Agreement for collection of soft recyclables by and between the Town of Hickory Creek, Texas and Great Lakes Recycling, Inc. d/b/a Simple Recycling (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 26th day of March, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

_____
Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas

AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this 12th day of March, 2019, (the "Date of Execution") by and between Town of Hickory Creek a municipal corporation with an address at 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065 (herein referred to as "TOWN"), and Great Lakes Recycling, Inc. d/b/a Simple Recycling, an Ohio corporation with a business address at 5425 Naiman Parkway, Solon, OH 44139 (together which with its successors and assigns, herein referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, TOWN desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, TOWN has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the TOWN'S Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and TOWN (herein collectively called the "Parties") hereby agree as follows:

1. **Term.** This Agreement shall begin upon the Date of Execution and continue for an initial term of four (4) years (the "Initial Term"). At the end of the Initial Term Contractor and TOWN have the right to renew for and unlimited number of additional four (4) year terms upon mutual agreement (such term an "Extension Term" and collectively, the "Term"). Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the Initial Term, the Term shall automatically renew for the Extension Term. During the Term, Contractor shall have the sole and exclusive rights to pick up Soft Recyclables in the TOWN'S Service Area through municipal contracted pick up.

2**. Collection Procedures.** During the Term and after the Date of Commencement, Contractor shall collect all acceptable Soft Recyclables set-out for recycling and collection by Residential Customers in approved Containers. The decision of what is an "acceptable" Soft Recyclable shall be made in the sole reasonable discretion of Contractor. However, in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste) and in no event shall Contractor provide service to Commercial Customers. Contractor shall not be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the

vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean-up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to TOWN.

3. **Ownership.** Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set-out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

4. **Set Out Procedures.** Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

5. **Contamination and Improper Set Out.** If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

6. **Collection Schedule.** Contractor shall divide the Service Area into collection areas to coincide with TOWN collection dates. Collections shall be made from Service Recipients on a regular schedule in accordance with the existing TOWN recycling pickup schedule; however, Contractor reserves the right to alter the frequency of the scheduled pickups on an as needed basis.

Contractor shall not be required to perform any service under this Agreement on Holidays. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's sole reasonable discretion makes the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

7**. Missed Collections and Complaints.** Service Recipients shall be instructed by TOWN to report missed collections and complaints to Contractor. The Program Brochure and other program information shall include contact information for the Contractor to facilitate communication from Service Recipients. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

8. **Inventory of Containers.** During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of service under this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program described herein that is produced and printed by the contractor and approved by TOWN, which approval shall not be unreasonably withheld (the "Program Brochure").

9. **Contractor's Fee.** Contractor shall pay to TOWN a contract fee of One Cent ($0.01) per pound of gross receipts of Soft Recyclables in the TOWN'S portion of the Service Area. Payments shall be made to TOWN not more than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be collected and documented upon completion of each collection day. Under no circumstance will TOWN, its residents or Service Recipients incur any fees, charges or assessments to the Contractor for Contractor's delivery of services under this Agreement.

10. **Public Information and Education Program.** TOWN shall provide public information in the normal course to inform Service Recipients of this recycling program. The content and timing of TOWN public information shall be coordinate with and approved by Contractor. Contractor may prepare and distribute its own promotional materials subject to TOWN approval, which approval shall not be unreasonably withheld. Contractor shall participate in TOWN directed promotion and education efforts as outlined below:

a. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.

b. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.

c. Coordinate with TOWN for distribution of written promotional and instructional materials directly to Service Recipients.

d. Provide advice to TOWN on promotion and education material content and presentation.

11. **Telephone and Customer Service.** Contractor shall maintain and staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled by Contractor, between the hours of 9:00 AM and 4:30 PM Monday through Friday, excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call.

12. **Marketing and Disposition of Recyclable Material.** Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

13. **Insurance.** During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in the state of Texas, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless TOWN from all damages (except for damages caused by TOWN's own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

a. General Liability: One Million and no/100 Dollars ($1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
b. Vehicle Liability: Two Million and no/100 Dollars ($2,000,000.00) combined single limit per accident for bodily injury and property damage.
c. Worker's Compensation/Industrial Insurance: Limits as required by the State of Texas.
The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) TOWN, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.
(ii) Contractor's insurance coverage shall be primary insurance as TOWN, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by TOWN, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
(iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TOWN, its officers, officials, employees, or volunteers.
(iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
(v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to TOWN.

14. **Taxes.** Contractor agrees to save TOWN harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for TOWN.

15. **Employee Conduct.** All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

16. **Monthly Reports.** Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to TOWN.

17. **Inspections.** Upon reasonable advanced request to Contractor, TOWN may inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with provisions of this Agreement. Upon reasonable advance request, TOWN may review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. TOWN agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to any such inspection.

18. **Meetings and Communications.** In order to minimize misunderstanding and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and hereby adopt communications procedures as follows:

> Meetings After Collection Begins. After Collections begin, meetings shall be held no less frequently than a quarterly basis, unless otherwise mutually agreed, between representatives of the parties. Such meetings will be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.
>
> Designation of Representatives. Each party shall send at least one representative to each meeting. TOWN shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its Lead Representative.

19. **Compliance with Laws and Regulations.** Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all applicable federal, State and local laws and regulations now in effect, or hereafter enacted during the Term, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

20. **Termination and Breach**. In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement by providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within the thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of the period. In the event TOWN is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by TOWN.

21. **Severability.** Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain

and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

22. **Independent Contractor Status.** In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of TOWN. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to TOWN employees and Contractor expressly waives and claim it may have or acquire to such benefits.

23. **No Assignment.** This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by the TOWN to any person, firm, or corporation, without the prior written consent of the Contractor.

24. **Definitions.**

**a. Commercial Customer**: The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.
**b. Container**: The term "Container" means a bag, supplied by Contractor for use by the Residential Customer to set out Soft Recyclables.
**c. Curb or Curbside**: The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude, a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by TOWN and Contractor.
**d. Excluded Items:** The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.
**e. Garbage**: The term "Garbage" means all putrescrible and non-putrescrible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.
**f. Hazardous Waste**: The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 4 0 C .F .R. Part 2 61 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C

of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Texas statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

**g. Holiday**: The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day, unless otherwise specified by the TOWN recycling holiday schedule.

**h. Residential Customer**: The term "Residential Customer" means and individual or individuals residing in a living space rented, leased or owned.

**i. Service Area**: The Service Area will encompass all of TOWN'S curbside, residential trash and recycling collection area, as it may be amended from time to time.

**j. Service Recipients:** The term "Service Recipients" means Residential Customers of TOWN in the Service Area.

**k. Soft Recyclable:** The term "Soft Recyclable" means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

25. **Additional Services.** The Contractor shall establish a drop-box for Soft Recyclables at the TOWN'S recycling drop-off facility. The type of drop-box shall be approved by the Contractor, with the appearance subject to the mutual agreement of the Parties to this Agreement. The drop-box shall be viewed by the Contractor no less frequently than every week and shall be emptied of its contents on a schedule determined by the Contractor, but with sufficient frequency to avoid creating an unseemly appearance.

26. **Service Modifications.** To avoid confusion with the TOWN'S existing collector for trash and recycling, the Parties agree that the Contractor will not collect any material set outside of the Container, such as small furniture, small appliances, televisions and other items which do not fit into the Container. The Contractor and TOWN agree to discuss this service modification at the quarterly meetings set forth under Section 20 herein, with a goal of allowing the Contractor to collect and recycle these materials for the TOWN as soon as practicable.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Date of Execution first written above.

TOWN

By: _____
Lynn C. Clark, Mayor
Town of Hickory Creek

Great Lakes Recycling, Inc. d/b/a Simple Recycling

By: _____
Adam Winfield, President

# FREE CURBSIDE CLOTHING & HOME GOODS RECYCLING PROGRAM

FREE

TURN KEY

SIMPLE & EASY

SAVE $ MAKE $

simplerecycling

# THE FACTS ABOUT TEXTILE WASTE

## THE PROBLEM IS BIGGER THAN IT MIGHT SEEM

Clothing, appliances, durables and furniture account for approximately 15% of the residential waste stream

85% of textiles are NOT recycled or donated

EPA estimates 70 lbs/person of clothing are thrown away each year.

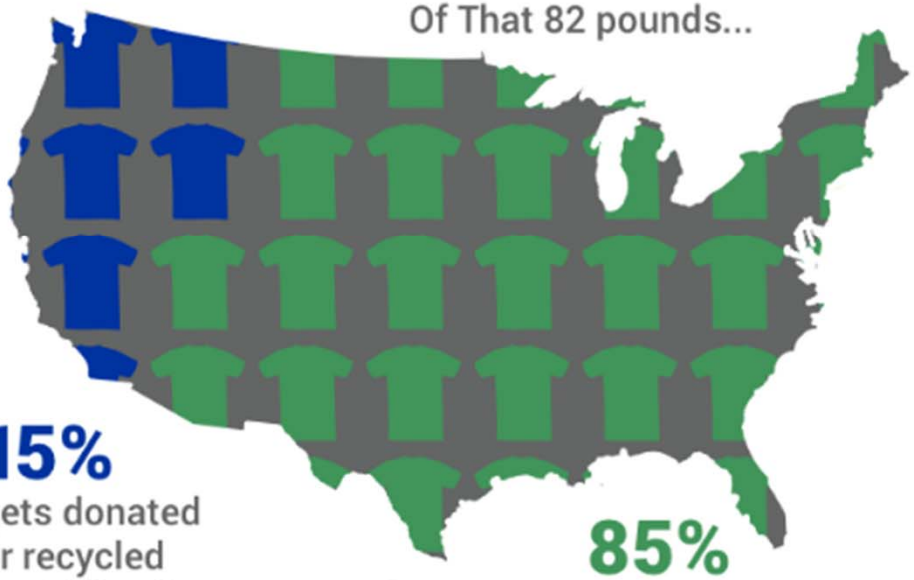
simplerecycling

The U.S generates and average of
**25 BILLION POUNDS**
of textiles* per year.[1]

That's about
**82 POUNDS**
per U.S. resident.

* Textiles includes clothing, gootwear, accessories, towels, bedding, drapery, etc.

Of That 82 pounds...



**15%**
gets donated
or recycled
3.8 billion lbs recorvered
through donation/recycling;
(12 lbs. per person.)

**85%**
goes to our landfills.[2]
(70 lbs. per person)

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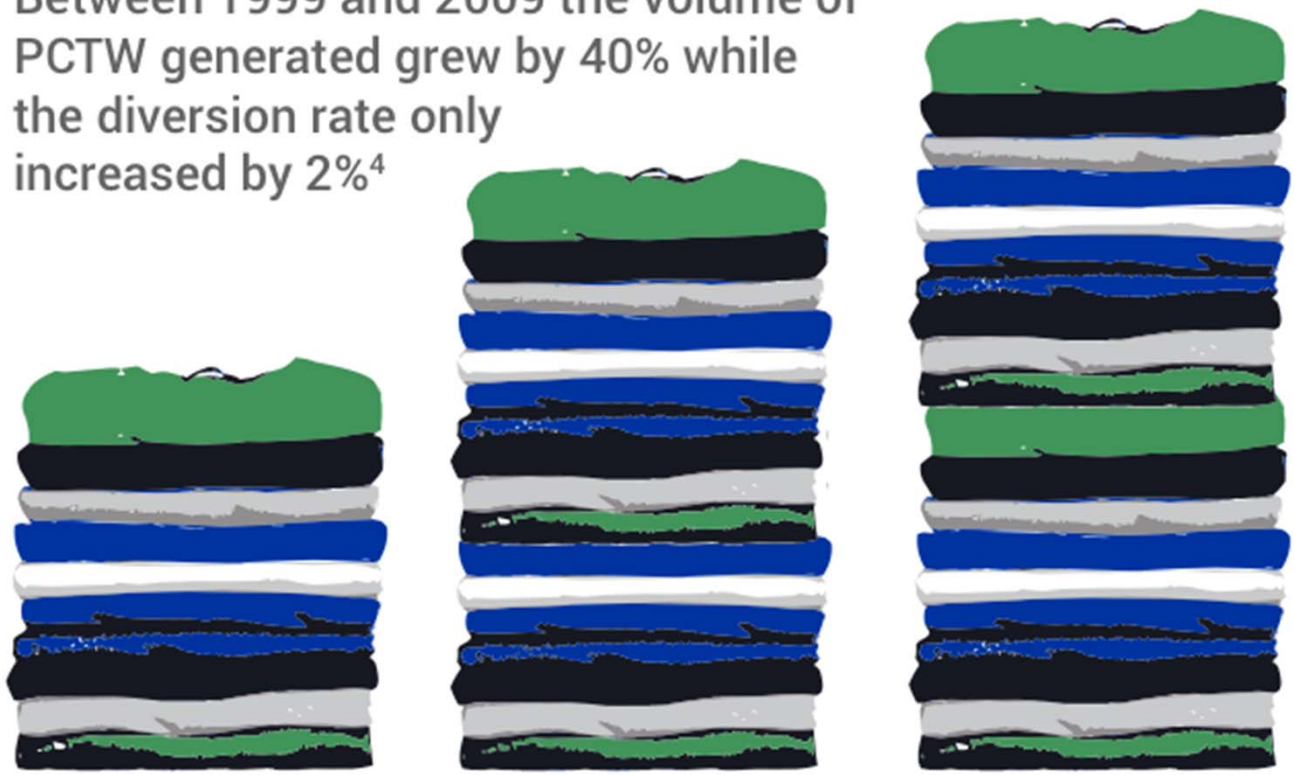
## AND THIS AMOUNT IS GROWING

Between 1999 and 2009 the volume of PCTW generated grew by 40% while the diversion rate only increased by 2%[4]



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# Mission: Apply Proven Curbside Collection Model to dramatically reduce residential waste

Requirements:
- Offer the maximum convenience to residents
- Keep it Simple to understand and utilize
- Free of cost for city and residents
- Revenue for the city

simplerecycling

# COST TO YOUR RESIDENTS = $0

# COST TO YOUR CITY = $0

## Details & Logistics

**Simple Recycling provides:**

- Free residential curbside pickup service
- Specially designed recycling collection bags
- All informational materials
- All trucking, pickup expenses & program management
- Local jobs
- All related insurance coverage
- Work with local non-profits and charity groups to increase total recycling versus compete against them

**Your city provides:**

- Supplemental notification & information to residents

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# WHAT HAPPENS TO YOUR RECYCLED USED CLOTHING?

Once a resident determines that their clothing, shoes, handbags, or household textiles have reached the end of their useful life, materials are collected by Simple Recycling and collected clothing is sorted and graded for condition.

**10-20%**

Top quality materials are sold to local thrift stores where they create access to low cost clothing and jobs for local residents.

**80%**

The vast majority of clothing collected is not resaleable in the U.S. so it is further sorted for international export or broken down for raw materials.

**45%**

Reused and Repurposed
Majority exported as secondhand clothing.

**30%**

Recycled and Converted
Reclaimed wiping rags are used in various ways as industrial and residential absorbents.

**20%**

Recycled into Fiber
Post-consumer fiber is used to make home insulation, carpet padding, and raw material for the automotive industry.

**Only 5% ends up as waste.**

Thrift industry employs nearly 100,000 workers in the U.S. with over $1 billion wages paid. In addition, private sector recyclers create an additional 15,000 to 20,000 jobs nationally.[1]

simplerecycling

# Texas Cities That Participate In Simple Recycling

- Plano, TX
- Bedford, TX
- Haltom City, TX
- Kennedale, TX
- Little Elm, TX
- Sugar Land, TX
- Austin, TX
- The Woodlands, TX

simplerecycling

**Live Green in Plano**

February 22 at 8:40am ·

Since the launch of Simple Recycling in Plano, we've collected over 92,000 pounds of material to be diverted from the landfill. Continue to recycle your textiles with Simple Recycling or through charitable donations and keep your clothes out of the trash! https://www.plano.gov/2989/Curbside-Textile-Recycling

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# Hickory Creek
# Collection Estimates

<u>Estimated Collection Volume</u>

Up to 12,000 pounds/Year

---

Cost to City: $0.00

Cost to Residents : $0.00

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# FREE CURBSIDE CLOTHING & HOME GOODS RECYCLING PROGRAM

FREE

TURN KEY

SIMPLE & EASY

SAVE $ MAKE $

simplerecycling

March 18, 2019
AVO 33540.016

Mr. John Smith
Town Administrator
Town of Hickory Creek
1075 Ronald Reagan Ave
Hickory Creek, Texas 75065

**RE: 2019 Sidewalks – Letter of Recommendation**

Dear Mr. Smith,

Bids were opened for the above referenced project on Wednesday, March 13, 2018 at 10:00 a.m. at the Hickory Creek Town Hall. Three (3) bids were received for the project. Halff Associates has verified the bid tabulations and the overall low bidder is GRod Construction. Please see summary of the 2019 Sidewalk bids below. The low bidder and bid amount is highlighted in yellow below.

| **Bid Summary** | |
|---|---|
| **Contractor** | **Base Bid** |
| GRod Construction | $321,954.00 |
| Green Mound | $345,331.00 |
| Quality Excavation | $452,620.00 |

Halff Associates, Inc. recommends awarding the referenced project to **GRod Construction** in the amount of **$321,954.00**.

If you have any questions, please contact me at (817) 764-7517.

Sincerely,

**HALFF ASSOCIATES, INC.**

Brian C. Haynes, PE, CFM
Vice President

C: Kristi Rogers – Town Secretary
Jeffrey McSpedden – Public Works Director

HALFF ASSOCIATES, INC.

4000 FOSSIL CREEK BOULEVARD
FORT WORTH, TX 76137-2720

TEL (817) 847-1422
FAX (817) 232-9784

WWW.HALFF.COM

**ENGINEER'S STATEMENT OF PROBABLE COST**

# 2019 Sidewalks Project

***TOWN OF HICKORY CREEK***

**Project:** 2019 Sidewalks Project
**Client:** Hickory Creek

**Bid Opening:** March 13, 2019 at 10:00 am

| ITEM NO. | SPEC. ITEM | DESCRIPTION | UNIT | QTY | GROD Construction LLC. | | Green Mound | | Quality Excavation LTD | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | UNIT PRICE | AMOUNT BID | UNIT PRICE | AMOUNT BID | UNIT PRICE | AMOUNT BID |
| ***SECTION II – TURBEVILLE AND HARBOR LANE SIDEWALKS (ADD BID NO.1)*** | | | | | | | | | | |
| 1 | NCTCOG 107.20 | Project Signs | EA | 1 | $650.00 | $650.00 | $930.00 | $930.00 | $900.00 | $900.00 |
| 2 | NCTCOG 203.1 | Utility Coordination (Not to exceed $10,000) | LS | 1 | $3,850.00 | $3,850.00 | $10,000.00 | $10,000.00 | $10,000.00 | $10,000.00 |
| 3 | NCTCOG 201 | Erosion and Sediment Control (SWPPP) | LS | 1 | $2,500.00 | $2,500.00 | $3,270.00 | $3,270.00 | $10,000.00 | $10,000.00 |
| 4 | TxDOT 500 | Mobilization | LS | 1 | $18,500.00 | $18,500.00 | $22,000.00 | $22,000.00 | $41,660.00 | $41,660.00 |
| 5 | TxDOT 502 | Traffic Control | LS | 1 | $8,500.00 | $8,500.00 | $8,400.00 | $8,400.00 | $14,500.00 | $14,500.00 |
| 6 | NCTCOG 105.4 | Consruction Staking | STA | 46 | $120.00 | $5,520.00 | $302.00 | $13,892.00 | $365.00 | $16,790.00 |
| 7 | NCTCOG 305.2 | Concrete Sidewalk | SY | 2400 | $49.00 | $117,600.00 | $54.00 | $129,600.00 | $63.00 | $151,200.00 |
| 8 | NCTCOG 305.2 | Barrier Free Ramp | EA | 13 | $1,200.00 | $15,600.00 | $1,600.00 | $20,800.00 | $1,860.00 | $24,180.00 |
| 9 | TxDOT 423 | Retaining Wall with Integral Sidewalk (3000 psi) | SF | 1914 | $25.00 | $47,850.00 | $24.00 | $45,936.00 | $35.00 | $66,990.00 |
| 10 | TxDOT 450 | Pedestrian Rail (Type B) | LF | 52 | $57.00 | $2,964.00 | $100.00 | $5,200.00 | $300.00 | $15,600.00 |
| 11 | NCTCOG 203.4 | Adjust Water Valve | EA | 3 | $500.00 | $1,500.00 | $400.00 | $1,200.00 | $790.00 | $2,370.00 |
| 12 | NCTCOG 203.4 | Adjust Hydrant | EA | 1 | $1,500.00 | $1,500.00 | $2,055.00 | $2,055.00 | $2,300.00 | $2,300.00 |
| 13 | TxDOT DMS-8220 | Thermoplastic Type I Pav MRK (W) 24"(Sld) (Stop Bar & Cross-Walk) | LF | 234 | $10.00 | $2,340.00 | $9.00 | $2,106.00 | $10.00 | $2,340.00 |
| 14 | TxDOT 644 | Install Traffic Sign Assemblies | EA | 12 | $650.00 | $7,800.00 | $571.00 | $6,852.00 | $500.00 | $6,000.00 |
| 15 | TxDOT 432 | Concrete Rip-Rap (5" Thick) | SY | 50 | $55.00 | $2,750.00 | $59.00 | $2,950.00 | $75.00 | $3,750.00 |
| 16 | TxDOT 432 | Rock Rip-Rap (12" Thick) (Grouted) | SY | 60 | $150.00 | $9,000.00 | $114.00 | $6,840.00 | $210.00 | $12,600.00 |
| 17 | NCTCOG 501.6 | Reinforced Concrete Pipe (Cl. III) (18") | LF | 70 | $115.00 | $8,050.00 | $98.00 | $6,860.00 | $120.00 | $8,400.00 |
| 18 | TxDOT 467 | TxDOT SET P-CD (3:1) | EA | 4 | $2,500.00 | $10,000.00 | $2,300.00 | $9,200.00 | $1,800.00 | $7,200.00 |
| 19 | NCTCOG 201.5 | Temporary Sediment Control Fence | LF | 240 | $7.00 | $1,680.00 | $3.25 | $780.00 | $6.00 | $1,440.00 |
| 20 | NCTCOG 201.14 | Inlet Protection | EA | 4 | $250.00 | $1,000.00 | $215.00 | $860.00 | $400.00 | $1,600.00 |
| 21 | NCTCOG 202.5 | Topsoil | SY | 4800 | $5.50 | $26,400.00 | $4.50 | $21,600.00 | $3.00 | $14,400.00 |
| 22 | NCTCOG 202.5 | Sodding | SY | 4800 | $5.50 | $26,400.00 | $5.00 | $24,000.00 | $8.00 | $38,400.00 |
| 23 | N/A | Deduction or Failed Tests | LS | 0 | N/A | N/A | N/A | N/A | N/A | N/A |
| | | | | | ***TOTAL BID*** | ***$321,954.00*** | ***TOTAL BID*** | ***$345,331.00*** | ***TOTAL BID*** | ***$452,620.00*** |

Brian Haynes, P.E., CFM

3/18/2019
Date

Corrected Values

**TOWN OF HICKORY CREEK**
**ORDINANCE NO. 2019-03-813**

**AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING ORDINANCE 2018-09-801; THE 2018-2019 BUDGET AS ADOPTED; PROVIDING A REPEALER, PROVIDING A SEVERABILITY CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** the amended budget as prepared by the Mayor of the Town of Hickory Creek, Texas has been presented during a regular meeting for the purposes of amending the 2018-2019 budget.

**WHEREAS,** on this the 26th day of March, 2019, the Town Council of the Town of Hickory Creek, Texas, in a public meeting duly called, pursuant to proper agenda item (6), was presented the motion by Councilmember _____ which was properly seconded by Councilmember _____ providing for the adoption of the amended budget for the fiscal period October 1, 2018 to September 30, 2019; a vote being called the motion carried by a vote of _ in favor to _ against; accordingly the Ordinance passed.

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

## SECTION 1
## ADOPTION OF THE AMENDED BUDGET

The amended budget for the Town of Hickory Creek, Texas for the fiscal period beginning October 1, 2018 and ending September 30, 2019, in words and figures as shown therein is adopted and approved as filed herewith.

## SECTION 2
## REPEALER

That all ordinances of the Town of Hickory Creek, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other ordinances not in conflict with this ordinance shall remain in full force and effect.

## SECTION 3
## SEVERABILITY

That should any word, phrase, paragraph, section or portion of this ordinance, as amended hereby, be held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

## SECTION 4
## EFFECTIVE DATE

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

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Hickory Creek, Texas, this the 26th day of March, 2019 by a vote of _ to _.

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

ATTEST:

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

APPROVED AS TO FORM:

_____
Lance Vanzant, Town Attorney
Town of Hickory Creek, Texas

**Town of Hickory Creek**
**Budget Amendment Proposal**
**March 26, 2019**

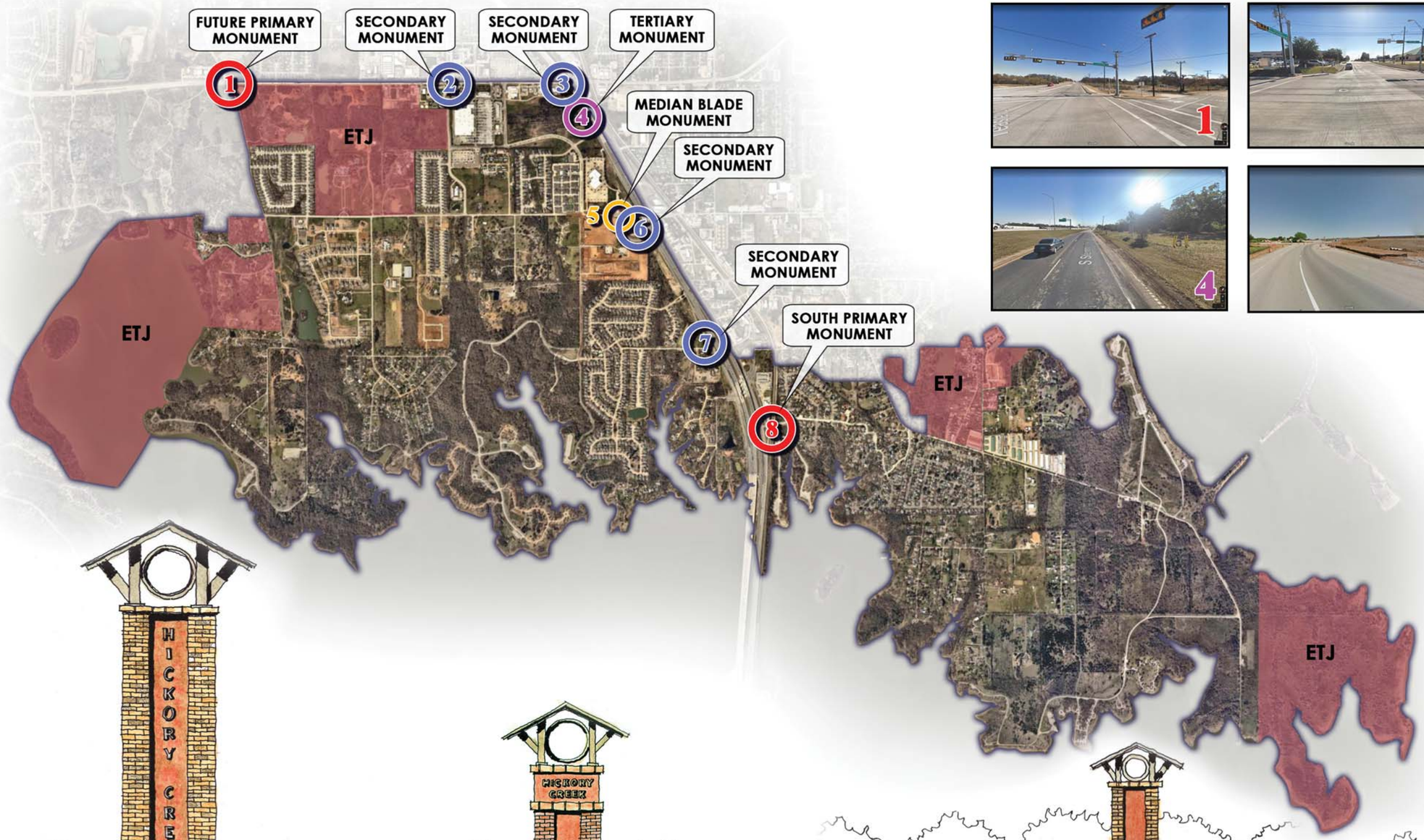
| | Oct '18 - Mar 19 | Budget | % of Budget | Proposed Amended | Difference |
|---|---|---|---|---|---|
| **Ordinary Income/Expense** | | | | | |
| **Ad Valorem Tax Revenue** | | | | | |
| 4002 M&O | 1,122,643.78 | 1,152,558.00 | 97.41% | 1,152,558.00 | |
| 4004 M&O Penalties & Interest | 1,664.08 | 5,000.00 | 33.28% | 5,000.00 | |
| 4006 Delinquent M&O | 1,449.84 | 3,500.00 | 41.42% | 3,500.00 | |
| 4008 I&S Debt Service | 788,659.61 | 809,318.00 | 97.45% | 809,318.00 | |
| 4010 I&S Penalties & Interest | 535.95 | 3,000.00 | 17.87% | 3,000.00 | |
| 4012 Delinquent I&S | 1,205.67 | 2,500.00 | 48.23% | 2,500.00 | |
| **Total Ad Valorem Tax Revenue** | 1,916,158.93 | 1,975,876.00 | 96.98% | 1,975,876.00 | |
| **Building Department Revenue** | | | | | |
| 4102 Building Permits | 136,205.10 | 200,000.00 | 68.1% | 225,000.00 | 25,000.00 |
| 4104 Certificate of Occupancy | 1,575.00 | 600.00 | 262.5% | 2,000.00 | 1,400.00 |
| 4106 Contractor Registration | 2,025.00 | 5,000.00 | 40.5% | 4,000.00 | (1,000.00) |
| 4108 Preliminary/Final Plat | 520.00 | 0.00 | 100.0% | 520.00 | 520.00 |
| 4110 Prelim/Final Site Plan | 0.00 | 0.00 | 0.0% | 0.00 | |
| 4112 Health Inspections | 8,740.00 | 8,280.00 | 105.56% | 8,740.00 | 460.00 |
| 4122 Septic Permits | 0.00 | 850.00 | 0.0% | 850.00 | |
| 4124 Sign Permits | 1,780.00 | 1,200.00 | 148.33% | 2,400.00 | 1,200.00 |
| 4126 Special Use Permit | 0.00 | 200.00 | 0.0% | 200.00 | |
| 4128 Variance Fee | 250.00 | 500.00 | 50.0% | 500.00 | |
| 4130 Vendor Fee | 75.00 | 200.00 | 37.5% | 200.00 | |
| 4132 Alarm Permit Fees | 400.00 | 1,200.00 | 33.33% | 800.00 | (400.00) |
| **Total Building Department Revenue** | 151,570.10 | 218,030.00 | 69.52% | 245,210.00 | |
| **Franchise Fee Revenue** | | | | | |
| 4202 Atmos Energy | 0.00 | 30,000.00 | 0.0% | 30,000.00 | |
| 4204 Charter Communications | 21,324.36 | 42,500.00 | 50.18% | 42,500.00 | |
| 4206 CenturyLink | 1,359.84 | 3,000.00 | 45.33% | 2,500.00 | (500.00) |
| 4208 CoServ | 2,547.49 | 4,200.00 | 60.66% | 4,200.00 | |
| 4210 Oncor Electric | 144,269.02 | 135,000.00 | 106.87% | 144,269.00 | 9,269.00 |
| 4212 Waste Management/Republic Services | 11,459.86 | 40,000.00 | 28.65% | 40,000.00 | |
| **Total Franchise Fee Revenue** | 180,960.57 | 254,700.00 | 71.05% | 263,469.00 | |
| **Interest Revenue** | | | | | |
| 4302 Animal Shelter Interest | 99.80 | 0.00 | 100.0% | 100.00 | 100.00 |
| 4308 Drug Forfeiture Interest | 0.60 | 0.00 | 100.0% | 1.00 | 1.00 |
| 4310 Drug Seizure Interest | 0.00 | 0.00 | 0.0% | 0.00 | |
| 4314 Logic Investment Interest | 39,021.69 | 22,500.00 | 173.43% | 48,000.00 | 25,500.00 |
| 4320 Logic Street/Road Improv. | 6,053.81 | 5,000.00 | 121.08% | 8,700.00 | 3,700.00 |
| 4322 Logic Turbeville Road | 2,134.90 | 1,200.00 | 177.91% | 3,500.00 | 2,300.00 |
| 4326 PD State Training Interest | 1.07 | 0.00 | 100.0% | 2.00 | 2.00 |
| 4328 Logic Harbor/Sycamore Bend | 33.18 | 0.00 | 100.0% | 35.00 | 35.00 |
| **Total Interest Revenue** | 47,345.05 | 28,700.00 | 164.97% | 60,338.00 | |
| **Interlocal Revenue** | | | | | |
| 4402 Corp Contract Current Year | 0.00 | 34,000.00 | 0.00% | 34,000.00 | |
| **Total Interlocal Revenue** | 0.00 | 34,000.00 | 0.00% | 34,000.00 | |
| **Miscellaneous Revenue** | | | | | |
| 4502 Animal Adoption & Impound | 5,330.00 | 6,500.00 | 82.0% | 6,500.00 | |
| 4506 Animal Shelter Donations | 309.00 | 1,000.00 | 30.9% | 1,000.00 | |
| 4508 Annual Park Passes | 9,911.56 | 20,000.00 | 49.56% | 20,000.00 | |
| 4510 Arrowhead Park Fees | 7,318.00 | 18,000.00 | 40.66% | 18,000.00 | |
| 4512 Beer & Wine Permit | 0.00 | 60.00 | 0.0% | 60.00 | |
| 4516 Corp Parks Prior Year Rev | 0.00 | 0.00 | 0.0% | 0.00 | |
| 4518 Drug Forfeiture | 0.00 | 0.00 | 0.0% | 0.00 | |
| 4520 Drug Seizure | 2,849.00 | 0.00 | 100.0% | 2,849.00 | 2,849.00 |
| 4522 EDCPayment/Ronald Reagan | 0.00 | 45,778.00 | 0.0% | 45,778.00 | |
| 4524 Fund Balance Reserve | 0.00 | 509,982.00 | 0.0% | 654,844.32 | 144,862.32 |
| 4526 Mineral Rights | 0.00 | 300.00 | 0.0% | 300.00 | |
| 4528 NSF Fees | 0.00 | 50.00 | 0.0% | 50.00 | |
| 4530 Other Receivables | 40,362.19 | 7,100.00 | 568.48% | 48,000.00 | 40,900.00 |
| 4534 PD State Training | 1,252.68 | 0.00 | 100.0% | 1,252.68 | 1,252.68 |
| 4536 Point Vista Park Fees | 446.00 | 5,000.00 | 8.92% | 5,000.00 | |
| 4546 Street Bond Proceeds | 0.00 | 0.00 | 0.0% | 452,713.00 | 452,713.00 |
| 4550 Sycamore Bend Fees | 5,165.75 | 15,000.00 | 34.44% | 15,000.00 | |
| 4554 Building Security Fund Reserve | 0.00 | 23,400.00 | 0.0% | 23,400.00 | |
| 4556 Court Tech Fund Reserve | 0.00 | 3,525.00 | 0.0% | 3,525.00 | |
| 4558 Harbor Lane/Sycamore Bend | 0.00 | 0.00 | 0.0% | 0.00 | |
| **Total Miscellaneous Revenue** | 72,944.18 | 655,695.00 | 11.13% | 1,298,272.00 | |
| **Municipal Court Revenue** | | | | | |
| 4602 Building Security Fee | 3,880.13 | 10,000.00 | 38.8% | 8,400.00 | (1,600.00) |
| 4604 Citations | 206,532.60 | 625,000.00 | 33.05% | 525,000.00 | (100,000.00) |
| 4606 Court Technology | 5,098.51 | 13,125.00 | 38.85% | 11,025.00 | (2,100.00) |
| 4612 State Court Costs | 94,820.12 | 237,500.00 | 39.92% | 199,500.00 | (38,000.00) |
| 4614 Child Safety Fee | 375.00 | | | 1,000.00 | 1,000.00 |
| **Total Municipal Court Revenue** | 310,706.36 | 885,625.00 | 35.08% | 744,925.00 | |
| **Sales Tax Revenue** | | | | | |
| 4702 Sales Tax General Fund | 623,400.20 | 1,143,750.00 | 54.51% | 1,143,750.00 | |
| 4706 Sales Tax 4B Corporation | 218,375.77 | 381,250.00 | 57.28% | 381,250.00 | |
| 4708 Sales Tax Mixed Beverage | 0.00 | 0.00 | 0.0% | 0.00 | |
| **Total Sales Tax Revenue** | 841,775.97 | 1,525,000.00 | 55.20% | 1,525,000.00 | |
| **Total Income** | 3,521,461.16 | 5,577,626.00 | 63.14% | 6,147,090.00 | |

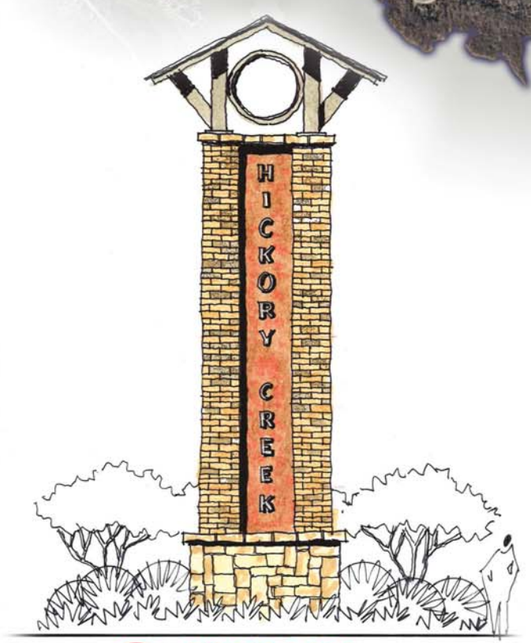
**Town of Hickory Creek**
**Budget Amendment Proposal**
**March 26, 2019**

| | Oct '18 - Mar 19 | Budget | % of Budget | Proposed Amended | Difference |
|---|---|---|---|---|---|
| **Capital Outlay** | | | | | |
| 5010 Street Maintenance | 7,392.68 | 50,000.00 | 14.79% | 50,000.00 | |
| 5012 Streets & Road Improvement | 452,712.84 | 0.00 | 100.0% | 452,713.00 | 452,713.00 |
| 5022 Parks and Rec Improvements | 8,500.00 | 125,000.00 | 6.8% | 125,000.00 | |
| 5024 Public Safety Improvements | 151,736.64 | 400,000.00 | 37.93% | 400,000.00 | |
| 5026 Fleet Purchase/Replacement | 102,672.84 | 92,000.00 | 111.6% | 105,000.00 | 13,000.00 |
| 5028 Turbeville/Point Vista Road | 22,213.42 | 0.00 | 100.0% | 200,000.00 | 200,000.00 |
| **Total Capital Outlay** | 745,228.42 | 667,000.00 | 111.73% | 1,332,713.00 | |
| **Debt Service** | | | | | |
| 5106 2012 Refunding Bond Series | 10,028.19 | 150,086.00 | 6.68% | 150,086.00 | |
| 5108 2012 Tax Note Series | 943.89 | 116,910.00 | 0.81% | 116,910.00 | |
| 5110 2015 Refunding Bond Series | 59,650.00 | 314,300.00 | 18.98% | 314,300.00 | |
| 5112 2015 C.O. Series | 61,900.00 | 273,800.00 | 22.61% | 273,800.00 | |
| **Total Debt Service** | 132,522.08 | 855,096.00 | 15.50% | 855,096.00 | |
| **General Government** | | | | | |
| 5202 Bank Service Charges | 12.00 | 200.00 | 6.0% | 50.00 | (150.00) |
| 5204 Books & Subscriptions | 0.00 | 400.00 | 0.0% | 400.00 | |
| 5206 Computer Hardware/Software | 9,271.46 | 15,500.00 | 59.82% | 15,500.00 | |
| 5208 Copier Rental | 2,194.93 | 3,500.00 | 62.71% | 3,900.00 | 400.00 |
| 5210 Dues & Memberships | 570.00 | 2,500.00 | 22.8% | 2,500.00 | |
| 5212 EDC Tax Payment | 230,712.70 | 381,250.00 | 60.52% | 381,250.00 | |
| 5214 Election Expenses | 0.00 | 8,000.00 | 0.0% | 0.00 | (8,000.00) |
| 5216 Volunteer/Staff Events | 4,298.85 | 8,000.00 | 53.74% | 8,000.00 | |
| 5218 General Communications | 6,980.04 | 22,000.00 | 31.73% | 22,000.00 | |
| 5222 Office Supplies & Equip. | 1,445.81 | 1,800.00 | 80.32% | 2,000.00 | 200.00 |
| 5224 Postage | 2,026.69 | 4,500.00 | 45.04% | 4,500.00 | |
| 5226 Community Cause | 2,065.22 | 3,000.00 | 68.84% | 4,000.00 | 1,000.00 |
| 5228 Town Council/Board Expense | 3,730.79 | 4,000.00 | 93.27% | 6,000.00 | 2,000.00 |
| 5230 Training & Education | 219.50 | 2,500.00 | 8.78% | 2,000.00 | (500.00) |
| 5232 Travel Expense | 428.35 | 1,500.00 | 28.56% | 1,500.00 | |
| 5234 Staff Uniforms | 0.00 | 1,000.00 | 0.0% | 1,000.00 | |
| **Total General Government** | 263,956.34 | 459,650.00 | 57.43% | 454,600.00 | |
| **Municipal Court** | | | | | |
| 5302 Books & Subscriptions | 0.00 | 75.00 | 0.0% | 75.00 | |
| 5304 Building Security | 876.21 | 33,400.00 | 2.62% | 31,800.00 | (1,600.00) |
| 5312 Court Technology | 1,540.29 | 16,650.00 | 9.25% | 14,550.00 | (2,100.00) |
| 5314 Dues & Memberships | 75.00 | 200.00 | 37.5% | 200.00 | |
| 5318 Merchant Fees/Credit Cards | 152.27 | 0.00 | 100.0% | 500.00 | 500.00 |
| 5322 Office Supplies/Equipment | 1,253.80 | 1,500.00 | 83.59% | 1,800.00 | 300.00 |
| 5324 State Court Costs | 118,577.94 | 237,500.00 | 49.93% | 199,500.00 | |
| 5326 Training & Education | 200.00 | 500.00 | 40.0% | 500.00 | |
| 5328 Travel Expense | 37.12 | 900.00 | 4.12% | 500.00 | (400.00) |
| 5332 Warrants Collected | -1,743.77 | 0.00 | 100.0% | 0.00 | |
| **Total Municipal Court** | 120,968.86 | 290,725.00 | 41.61% | 249,425.00 | |
| **Parks and Recreation** | | | | | |
| 5402 Events | 969.46 | 5,000.00 | 19.39% | 2,500.00 | (2,500.00) |
| 5408 Tanglewood Park | 1,199.50 | 2,500.00 | 47.98% | 2,500.00 | |
| 5412 KHCB | 68.93 | 1,000.00 | 6.89% | 1,000.00 | |
| 5414 Tree City USA | 2,702.05 | 11,500.00 | 23.5% | 11,500.00 | |
| 5416 Town Hall Park | 0.00 | 500.00 | 0.0% | 500.00 | |
| **Total Parks and Recreation** | 4,939.94 | 20,500.00 | 24.10% | 18,000.00 | |
| **Parks Corps of Engineer** | | | | | |
| 5432 Arrowhead | 7,419.67 | 6,500.00 | 114.15% | 8,500.00 | 2,000.00 |
| 5434 Harbor Grove | 1,970.71 | 2,200.00 | 89.58% | 4,000.00 | 1,800.00 |
| 5436 Point Vista | 1,747.57 | 4,500.00 | 38.84% | 4,500.00 | |
| 5438 Sycamore Bend | 12,636.01 | 38,800.00 | 32.57% | 35,000.00 | (3,800.00) |
| **Total Parks Corps of Engineer** | 23,773.96 | 52,000.00 | 45.72% | 52,000.00 | |
| **Personnel** | | | | | |
| 5502 Administration Wages | 141,567.98 | 281,875.00 | 50.22% | 281,875.00 | |
| 5504 Municipal Court Wages | 59,548.91 | 114,565.00 | 51.98% | 114,565.00 | |
| 5506 Police Wages | 298,808.81 | 674,215.00 | 44.32% | 674,215.00 | |
| 5507 Police Overtime Wages | 5,182.07 | 6,000.00 | 86.37% | 8,000.00 | 2,000.00 |
| 5508 Public Works Wages | 90,007.88 | 174,985.00 | 51.44% | 174,985.00 | |
| 5509 Public Works Overtime Wage | 703.55 | 1,600.00 | 43.97% | 1,600.00 | |
| 5510 Health Insurance | 71,460.90 | 190,000.00 | 37.61% | 170,000.00 | (20,000.00) |
| 5512 Longevity | 10,688.00 | 10,952.00 | 97.59% | 10,688.00 | (264.00) |
| 5514 Payroll Expense | 9,077.36 | 18,000.00 | 50.43% | 18,000.00 | |
| 5516 Employment Exams | 1,005.00 | 1,500.00 | 67.0% | 2,000.00 | 500.00 |
| 5518 Retirement (TMRS) | 60,157.29 | 138,100.00 | 43.56% | 138,100.00 | |
| 5520 Unemployment (TWC) | 293.93 | 3,800.00 | 7.74% | 2,000.00 | (1,800.00) |
| 5522 Workman's Compensation | 25,353.58 | 25,871.00 | 98.0% | 25,354.00 | (517.00) |
| **Total Personnel** | 773,855.26 | 1,641,463.00 | 47.14% | 1,621,382.00 | |
| **Police Department** | | | | | |
| 5602 Auto Gas & Oil | 9,872.80 | 28,500.00 | 34.64% | 25,000.00 | (3,500.00) |
| 5606 Auto Maintenance & Repair | 18,291.33 | 20,000.00 | 91.46% | 25,000.00 | 5,000.00 |
| 5610 Books & Subscriptions | 81.26 | 500.00 | 16.25% | 500.00 | |
| 5612 Computer Hardware/Software | 18,154.18 | 38,000.00 | 47.77% | 38,000.00 | |
| 5614 Crime Lab Analysis | -1,191.81 | 2,000.00 | -59.59% | 2,000.00 | |
| 5616 Drug Forfeiture | 0.00 | 0.00 | 0.0% | 0.00 | |
| 5618 Dues & Memberships | 233.82 | 400.00 | 58.46% | 400.00 | |
| 5626 Office Supplies/Equipment | 534.50 | 1,500.00 | 35.63% | 1,500.00 | |
| 5630 Personnel Equipment | 2,405.36 | 10,000.00 | 24.05% | 7,000.00 | (3,000.00) |

**Town of Hickory Creek**
**Budget Amendment Proposal**
**March 26, 2019**

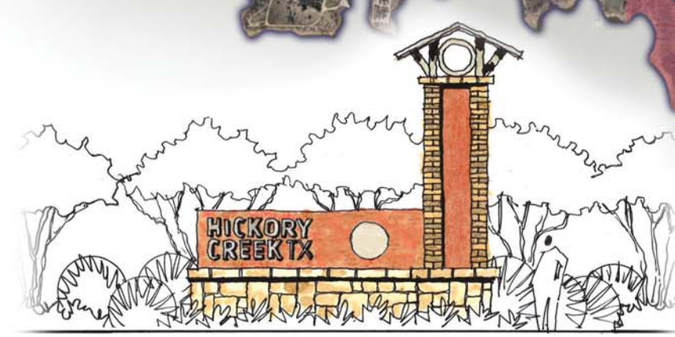
| | Oct '18 - Mar 19 | Budget | % of Budget | Proposed Amended | Difference |
|---|---|---|---|---|---|
| 5634 Travel Expense | 688.49 | 2,500.00 | 27.54% | 2,500.00 | |
| 5636 Uniforms | 1,827.81 | 8,000.00 | 22.85% | 8,000.00 | |
| 5640 Training & Education | 3,516.50 | 10,000.00 | 35.17% | 10,000.00 | |
| 5644 Citizens on Patrol | 0.00 | 200.00 | 0.0% | 200.00 | |
| 5646 Community Outreach | 315.01 | 750.00 | 42.0% | 750.00 | |
| 5648 K9 Unit | 1,390.51 | 3,000.00 | 46.35% | 3,000.00 | |
| **Total Police Department** | 56,119.76 | 125,350.00 | 44.77% | 123,850.00 | |
| **Public Works Department** | | | | | |
| 5702 Animal Control Donation | 0.00 | 1,000.00 | 0.0% | 1,000.00 | |
| 5704 Animal Control Equipment | 589.83 | 600.00 | 98.31% | 600.00 | |
| 5706 Animal Control Supplies | 334.64 | 1,000.00 | 33.46% | 1,000.00 | |
| 5708 Animal Control Vet Fees | 3,041.58 | 5,000.00 | 60.83% | 5,000.00 | |
| 5710 Auto Gas & Oil | 6,735.88 | 12,500.00 | 53.89% | 12,500.00 | |
| 5714 Auto Maintenance/Repair | 11,793.58 | 10,000.00 | 117.94% | 15,000.00 | 5,000.00 |
| 5716 Beautification | 4,591.00 | 65,000.00 | 7.06% | 65,000.00 | |
| 5718 Computer Hardware/Software | 595.00 | 500.00 | 119.0% | 750.00 | 250.00 |
| 5720 Dues & Memberships | 110.00 | 350.00 | 31.43% | 350.00 | |
| 5722 Equipment | 89,130.83 | 93,700.00 | 95.12% | 93,700.00 | |
| 5724 Equipment Maintenance | 7,006.15 | 8,000.00 | 87.58% | 9,000.00 | 1,000.00 |
| 5726 Equipment Rental | 234.38 | 500.00 | 46.88% | 500.00 | |
| 5728 Equipment Supplies | 3,168.95 | 6,500.00 | 48.75% | 6,500.00 | |
| 5732 Office Supplies/Equipment | 294.51 | 800.00 | 36.81% | 800.00 | |
| 5734 Radios | 1,909.82 | 3,200.00 | 59.68% | 3,200.00 | |
| 5738 Training | 189.00 | 800.00 | 23.63% | 800.00 | |
| 5740 Travel Expense | 225.10 | 1,000.00 | 22.51% | 1,000.00 | |
| 5742 Uniforms | 944.80 | 2,000.00 | 47.24% | 2,000.00 | |
| 5748 Landscaping Services | 35,198.87 | 150,000.00 | 23.47% | 110,000.00 | (40,000.00) |
| **Total Public Works Department** | 166,093.92 | 362,450.00 | 45.83% | 328,700.00 | |
| **Services** | | | | | |
| 5802 Appraisal District | 5,852.00 | 10,500.00 | 55.73% | 11,700.00 | 1,200.00 |
| 5804 Attorney Fees | 28,888.93 | 60,000.00 | 48.15% | 60,000.00 | |
| 5806 Audit | 13,500.00 | 13,500.00 | 100.0% | 13,500.00 | |
| 5808 Codification | 375.00 | 4,000.00 | 9.38% | 4,000.00 | |
| 5812 Document Management | 686.51 | 1,000.00 | 68.65% | 1,200.00 | 200.00 |
| 5814 Engineering | 30,110.22 | 47,500.00 | 63.39% | 52,500.00 | 5,000.00 |
| 5816 General Insurance | 33,732.58 | 34,421.00 | 98.0% | 33,733.00 | (688.00) |
| 5818 Inspections | 25,891.00 | 37,500.00 | 69.04% | 40,500.00 | 3,000.00 |
| 5820 Fire Service | 460,224.75 | 615,000.00 | 74.83% | 615,000.00 | |
| 5822 Legal Notices/Advertising | 561.70 | 2,000.00 | 28.09% | 2,000.00 | |
| 5824 Library Services | 722.25 | 500.00 | 144.45% | 1,000.00 | 500.00 |
| 5826 Municipal Judge | 5,760.00 | 11,520.00 | 50.0% | 11,520.00 | |
| 5828 Printing | 857.84 | 1,600.00 | 53.62% | 1,800.00 | 200.00 |
| 5830 Tax Collection | 2,273.00 | 3,500.00 | 64.94% | 3,500.00 | |
| 5832 Computer Technical Support | 34,351.79 | 34,200.00 | 100.44% | 34,500.00 | 300.00 |
| 5838 DCCAC | 0.00 | 1,750.00 | 0.0% | 1,750.00 | |
| 5840 Denton County Dispatch | 0.00 | 29,301.00 | 0.0% | 29,301.00 | |
| 5844 Helping Hands | 91.15 | 300.00 | 30.38% | 300.00 | |
| 5848 Denton County Friends of the Family | 0.00 | 500.00 | 0.0% | 500.00 | |
| **Total Services** | 643,878.72 | 908,592.00 | 70.87% | 918,304.00 | |
| **Special Events** | | | | | |
| 6004 Fourth of July Celebration | 0.00 | 5,000.00 | 0.0% | 5,000.00 | |
| 6008 Tree Lighting | 5,219.38 | 5,000.00 | 104.39% | 5,220.00 | 220.00 |
| **Total Special Events** | 5,219.38 | 10,000.00 | 52.19% | 10,220.00 | |
| **Utilities & Maintenance** | | | | | |
| 5902 Bldg. Maintenance/Supplies | 46,375.25 | 85,000.00 | 54.56% | 85,000.00 | |
| 5904 Electric | 11,231.53 | 30,000.00 | 37.44% | 28,000.00 | (2,000.00) |
| 5906 Gas | 1,222.01 | 2,000.00 | 61.1% | 2,000.00 | |
| 5908 Street Lighting | 14,389.63 | 30,000.00 | 47.97% | 30,000.00 | |
| 5910 Telephone | 16,917.10 | 22,800.00 | 74.2% | 22,800.00 | |
| 5912 Water | 6,595.34 | 15,000.00 | 43.97% | 15,000.00 | |
| **Total Utilities & Maintenance** | 96,730.86 | 184,800.00 | 52.34% | 182,800.00 | |
| **Total Expense** | 3,033,287.50 | 5,577,626.00 | 54.38% | 6,147,090.00 | |
| **Net Ordinary Income** | 488,173.66 | 0.00 | 100.00% | 0.00 | |
| | **488,173.66** | **0.00** | **100.00%** | **0.00** | |



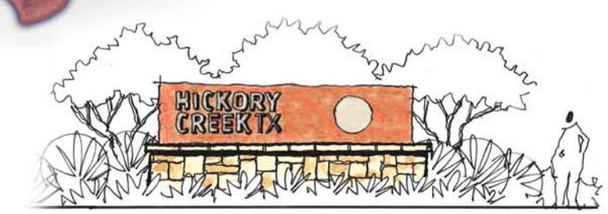



PRIMARY MONUMENT

SECONDARY MONUMENT




TERTIARY MONUMENT




BLADE MONUMENT

# HICKORY CREEK, TX - MONUMENTATION

HALFF

These drawings and the information contained herein are for general presentation purposes only, and are not intended nor shall be used for design or as construction plans. The Owner reserves the right to modify or change all designs without notice to the public.

MARCH 2019