

PUBLIC NOTICE
TOWN OF HICKORY CREEK
REGULAR MEETING OF THE TOWN COUNCIL
1075 RONALD REAGAN AVENUE
February 21, 2017; 6:30 P.M.

Notice is hereby given as required by Title 5; Chapter 551.041 of the Government Code that the Town Council of the Town of Hickory Creek will hold their regular meeting on February 21, 2017; at 6:30 P.M., in the Council Chambers of the Town Hall Building located at 1075 Ronald Reagan Avenue. “NOTE: If, during the course of the meeting, any discussion of any item on the agenda should be held in a closed meeting, the Council will conduct a closed meeting in accordance with the TEXAS OPEN MEETING ACT, TEX. GOVT. CODE, Chapter 551, Sub-Chapters (d) and (e)”. The agenda follows:

Regular Session:

A. Call to Order

Roll Call

Invocation

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

Proclamation

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 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.

Business:

B. Public Hearing:

1. Public Hearing: To hear public opinion regarding a request submitted by Willis Logan for a replat of Lots 9 and 10 in the Point Vista Addition creating Lot 9R, Block 1, Point Vista Addition, 0.248 acres situated in the W. Hammonds Survey, Abstract #405, Town of Hickory Creek, Denton County, Texas. The property is located at the eastern end of Point Vista Drive.

C. Consent Agenda Items:

1. January 2017 Council Meeting Minutes

2. January 2017 Financial Statements
3. Consider and act on an agreement for professional engineering services for the TCEQ MS4 Annual Report.
4. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas amending the Town's Code of Ordinances, Chapter 3: Building Regulations; Article 3.02 Technical and Construction Standards; Division 1: Generally by adding a new section.
5. Consider and act on a Cooperative Agreement between the U.S. Army Corp of Engineers and the Town of Hickory Creek for increased law enforcement services for Lewisville Lake 2017.

D. Regular Agenda Items:

1. Consider and act on a final plat of Shadow Creek Estates Phase II described as Lots A3, A5 & 21R, Block A; Lots C3 & 3 through 12, Block C; Lots 1 through 8, Block D; Lots 13R, 1 through 18, Block E, being 15.710 acres of land situated in the M.E.P. & P.R.R Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas and a replat of Harbor Grove Estates Section II Lot 13, Block K, being .220 acres of land situated in the John Maloney Survey, Abstract No. 819, Town of Hickory Creek, Denton County, Texas and a replat of Shadow Creek Estates Phase I Lot 21, Block A, being 0.213 acres of land situated in the M.E.P. & P.R.R Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas
2. Consider and act on a minor replat of lots 6A-1 and 7A in the Country Oak Estates Addition, 7.90 acres out of the S. Linthicum Survey, Abstract #1600, Town of Hickory Creek, Denton County, Texas
3. Consider and act on a replat of Lots 9 and 10 in the Point Vista Addition creating Lot 9R, Block 1, Point Vista Addition, 0.248 acres situated in the W. Hammonds Survey, Abstract #405, Town of Hickory Creek, Denton County, Texas. The property is located at the eastern end of Point Vista Drive.
4. Consider and act on terminating an agreement for PID administrative services between MuniCap Inc. and the Town of Hickory Creek.
5. Consider and act on an agreement for Hickory Creek Public Improvement District No. 1 Administration Services between PIDWorks, LLC. and the Town of Hickory Creek.
6. Consider and act on an agreement for Hickory Creek Public Improvement District No. 2 Administration Services between PIDWorks, LLC. and the Town of Hickory Creek.
7. Consider and act on the Second Amendment to an Interlocal Cooperation Agreement between Denton County, Texas and the Town of Hickory Creek, Texas associated with the reconstruction of Main Street.
8. Discussion regarding the Town's Code of Ordinances, Chapter 4: Business Regulations; Article 4.06 Oil and Gas Wells.
9. Consider and act on the Annual Racial Profiling Report for 2016.
10. Consider and act on nomination of the 2016 Hickory Creek Business of the Year.
11. Consider and act on nomination of the 2016 Hickory Creek Citizen of the Year.
12. Consider and act on nomination of the 2016 Hickory Creek Scholar of the Year.

13. Consider and act on nomination of the 2016 Hickory Creek Sportsman of the Year.
14. Discussion regarding the Boys & Girls Club of North Central Texas Kids and Tail Waggers event to be held on March 25, 2017.
15. Discussion regarding the 2017 Texas Oklahoma Patriot Shootout (T.O.P.S.) to be held April 28th and 29th, 2017.
16. Discussion regarding Mayor of the Day program.
17. Discussion regarding current road and sidewalk projects.

E. Executive Session: The Town Council will convene into executive session pursuant to Chapter 551 of the Texas Government Code Section 551.071, Consultation with City Attorney and other legal counsel on matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation.

1. Discussion regarding certain real property legally described as A1163A J.W. Simmons, TR 37, 19.795 Acres located (South of Swisher Road, East of Ronald Reagan Avenue, North of Turbeville Road and West of Point Vista Road.)
2. Consider and Act on an Off-Site Facilities Agreement between the Town of Hickory Creek, LCMUA, Westwood Residential and the Brown family for development of infrastructure to serve a 24.56 acre tract of land within the Town's extraterritorial jurisdiction.

F. Reconvene into Open Session:

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

G. Adjournment:



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.1

Call to Order



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.2

Roll Call



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.3

Invocation



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.4

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



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.5

Proclamation

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

- WHEREAS,** on January 20, 2017 a driver in their personal vehicle was propelled over the Lake Lewisville bridge and into the lake from Interstate 35 Northbound after being rear ended by a gravel truck; and
- WHEREAS,** Larry Bowery, roll-off driver for Waste Management, upon witnessing the collision, rendered aid to the injured driver by exiting his vehicle, traversing the lake embankment, and extricated the injured driver through the driver's side window; and
- WHEREAS,** Mr. Bowery, then stayed with the driver who suffered a broken leg, until emergency responders arrived, and then continued to assist responders by volunteering to connect a recovery winch to the damaged vehicle; and
- WHEREAS,** Mr. Bowery's quick action and selfless volunteerism represents the behavior and community engagement that all North Texans should recognize.

NOW, THEREFORE, I, Lynn C. Clark., Mayor of the Town of Hickory Creek, Texas, on behalf of the Hickory Creek Town Council, our first responders, and the entire community, do hereby acknowledge and sincerely thank Mr. Bowery for responding to those in need and for his devotion to his fellowman.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 21st day of February, 2017.

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

- WHEREAS,** Shriners Hospitals for Children is a national non-profit organization committed to giving children the opportunity to live a more normal life; and
- WHEREAS,** Shriners Hospitals for Children gives children the opportunity to receive treatment for orthopedic problems, severe burns and spinal cord injuries and provides them with a head start in developing a normal life, regardless of the patient's ability to pay, that is essential to becoming successful and contributing adults; and
- WHEREAS,** on March 7, 2017, Shriners Hospitals for Children and IHOP will join together to encourage people to donate to Shriners Hospitals for Children activities in our town;
- NOW, THEREFORE,** I, Lynn C. Clark., Mayor of the Town of Hickory Creek, Texas, in recognition of this important event, do hereby proclaim March 7, 2017, in Hickory Creek as "IHOP's National Pancake Day and Shriners Hospitals for Children Day."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 21st day of February, 2017.

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

- WHEREAS,** our society has become increasingly dependent on household chemicals to perform labor-saving, time-saving miracles; and on medicine to provide health-giving, life-sustaining benefits; and
- WHEREAS,** these products, when not used as intended or directed, may be hazardous, particularly if children gain access to them; and
- WHEREAS,** over the past 55 years, the nation has been observing Poison Prevention Week to call attention to these hazards and how proper handling and disposal of these substances and proper use of safety packaging can help eliminate them; and
- WHEREAS,** the efforts of our community organizations, complemented by the efforts of the North Texas Poison Center have reduced childhood poisonings in Hickory Creek; and
- WHEREAS,** the North Texas Poison Center, a regional poison center, located at Parkland Health and Hospital System, provides the ultimate in human service programming, immediate, accessible emergency information to save lives of victims of poison-related emergencies, and;
- WHEREAS,** these programs must continue as long as even one child swallows a household product or medicine by mistake.

NOW, THEREFORE, I, Lynn C, Clark, Mayor of the Town of Hickory Creek, do hereby proclaim the week of March 19-25, 2017, as Poison Prevention Week in this Town. Further, I direct the appropriate agencies in our local government to continue their cooperation with concerned citizens and community organizations, including our schools, to develop programs which will alert our people to the continued danger of misusing medicines and household products and to promote effective safeguards against accidental poisonings among young children.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 21st day of February, 2017.

Lynn C. Clark, Mayor

ATTEST:

Kristi K. Rogers, Town Secretary



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.6

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.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. A.7

Public Comment: This item allows the public an opportunity to address the 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.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. B.1

Public Hearing: To hear public opinion regarding a request submitted by Willis Logan for a replat of Lots 9 and 10 in the Point Vista Addition creating Lot 9R, Block 1, Point Vista Addition, 0.248 acres situated in the W. Hammonds Survey, Abstract #405, Town of Hickory Creek, Denton County, Texas. The property is located at the eastern end of Point Vista Drive.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.1

January 2017 Council Meeting Minutes

**STATE OF TEXAS
COUNTY OF DENTON
TOWN OF HICKORY CREEK**

The town council of the Town of Hickory Creek, Texas convened in a regular session on January 17, 2017 at 6:30 p.m. in the council chambers, located at 1075 Ronald Reagan Avenue. Notice of the meeting was posted as required by Title 5, Chapter 551 of the Texas Government Code. The following members were present and constituted a quorum of members:

Lynn Clark, Mayor
Tracee Elrod, Councilmember Place 1
Richard DuPree, Councilmember Place 2
Chris Gordon, Councilmember Place 3
Paul Kenney, Mayor Pro Tem
Ian Theodore, Councilmember Place 5

Also in attendance were:

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

Mayor Clark called the meeting to order at 6:30 p.m.

Mayor Clark gave the invocation after requesting a moment of silence be observed for the Little Elm Police Officer shot in the line of duty.

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

Presentation of Awards

Mayor Clark presented Karen Danks a certificate of appreciation for her volunteer service with the Hickory Creek Animal Shelter.

Mayor Clark presented plaques of appreciation to Jonah Covich and Michael Gibbons for completion of Eagle Scout projects in Hickory Creek.

Items of Community Interest

The Texas Oklahoma Patriot Shootout (T.O.P.S.) fishing tournament will be held April 28, 2017 and April 29, 2017.

Public Comment

Mary Beth Harris, 1500 Turbeville Road, represents Hickory Creek Development Partners, as a commercial development associate of Mr. Ron Furtick. 2017 is a critical year for the economic development of the town. A design has been created for a downtown area in Hickory Creek which is a Texas wrap design and includes two parking decks in the center of two major building structures with a second story deck park with a pool over a large retail footprint.

Hickory Creek Development partners propose this design has the potential to provide approximately three times the sales tax revenue the town receives from Walmart. Unless the town council approves an amendment to the zoning ordinance and partakes in entitlement negotiations by October 1, 2017 the Hickory Creek Development partners will proceed with an alternate scenario which does not contain retail space or provide any sales tax revenue.

Item B - Public Hearing

No public hearing.

Item C – Consent Agenda Items

1. December 2016 Council Meeting Minutes
2. December 2016 Financial Statements

Motion: made by Councilmember Elrod to approve consent agenda Items C1 and C2 as presented. Motion seconded by Councilmember Theodore.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

Item D – Regular Agenda Items

D (1) - Presentation of the 2015-2016 Fiscal Year Audit from Carl Deaton of Hankins, Eastup, Deaton, Tonn & Seay.

Carl Deaton of Hankins, Eastup, Deaton, Tonn & Seay presented the audited financial statements for the fiscal year ending September 30, 2016. The assets and deferred outflows of resources of the Town of Hickory Creek exceeded its liabilities at September 30, 2016 by \$10,912,234. Of this amount \$2,246,822 may be used to meet the government's ongoing obligations to citizens and creditors. The town's total net position increased by \$3,128,990. As of September 30, 2016 the Town of Hickory Creek's governmental funds reported combined ending fund balance of \$6,783,667, a decrease of \$862,618 in comparison with the beginning of the period. Approximately 39 percent of this total amount, \$2,665,732 is available for spending at the government's discretion. At the end of the current period, unassigned fund balance for the general fund was \$2,665,732 or 75.7 percent of total general fund expenditures. The audit is required to include the activity of the Economic Development Corporation. The EDC fund balance increased by \$296,724 bringing the total fund balance to \$1,303,007.

MOTION PASSED UNANIMOUSLY

D (2) - Presentation from the Tabani Group regarding development of certain real property legally described as A1220A H.H. Swisher, TR 50, 5.0 Acres, Old DCAD TR #9 and A1220A H.H. Swisher, TR 50A (1) (PT), 33.8629 Acres located (South of Swisher Road, West of Ronald Reagan Avenue, North of Turbeville Road and East of Parkridge Road.)

Matthew Hooker, representing the Tabani Group, provided an overview to council of Champ d'Or and the property surrounding the estate. The Tabani Group envisions the venue to be utilized for luxurious events and corporate retreats. London O'Dowd, attorney representing the Tabani Group, discussed an amendment to the developers' agreement to enable the property to be developed with limited annexation. Zaffar Tabani, Tabani Group CEO and President, provided remarks and answered questions from the town council.

D (3) - Presentation regarding the Lake Cities Fire Department from Deputy Chief Michael Ross.

Deputy Chief Michael Ross, provided an overview to council regarding the activities of the fire department for 2016 including incident types, training, community involvement and call statistics.

D (4) - Consider and act on purchasing Tasers for the police department.

Motion: made by Councilmember Theodore to purchase ten Tasers in an amount not to exceed \$14,420.00. Motion seconded by Councilmember DuPree

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon and Councilmember Theodore.

Nays: Councilmember Kenney

MOTION PASSED

D (5) - Consider and act on an agreement for professional engineering services for a Thoroughfare Plan Update with Halff Associates, Inc.

Motion: made by Councilmember Elrod to approve an agreement for professional engineering services for a Thoroughfare Plan Update with Halff Associates, Inc. in amount not to exceed \$18,000.00. Motion seconded by Councilmember Gordon.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

D (6) - Consider and act on an agreement for professional engineering services for Turbeville Road and Point Vista Road with Halff Associates, Inc.

Motion: made by Councilmember Gordon to approve an agreement for professional engineering services for Turbeville Road and Point Vista Road with Halff Associates, Inc. in amount not to exceed \$121,270.00. Motion seconded by Councilmember Elrod.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

D (7) - Consider and act on authorizing the town administrator to negotiate necessary agreements regarding the development of certain real property legally described as A1220A H.H. Swisher, TR 40, 24.732 Acres, (located South of Swisher Road, West of Ronald Reagan Avenue, North of Turbeville Road and East of Parkridge Road.)

No action taken.

D (8) - Consider and act on appointments to the Economic Development Corporation.

Motion: made by Councilmember Kenney to reappoint Lynn Clark to Place 4 and Craig Oglesby to Place 6 on the Economic Development Board. Motion seconded by Councilmember Elrod.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

D (9) - Discussion regarding current road and sidewalk projects.

John Smith, town administrator, provided an overview to council regarding current road and sidewalk projects.

Item E - Executive Session: The Town Council convened into executive session at 9:06 p.m. pursuant to Chapter 551 of the Texas Government Code Section 551.071, Consultation with City Attorney and other legal counsel on matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation; Section 551.072, Deliberation regarding real property to deliberate the purchase, exchanges, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party; Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, dismissal, duties, and discipline of a public officer or employee and to take any action; Section 551.087, Deliberation regarding economic development negotiations to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

1. Review of individual employees' performance.
2. Discussion regarding certain real property legally described as A1163A J.W. Simmons, TR 37, 19.795 Acres located (South of Swisher Road, East of Ronald Reagan Avenue, North of Turbeville Road and West of Point Vista Road.)
3. Discussion regarding economic development negotiations for a development of certain real property legally described as A1220A H.H. Swisher, TR 50, 5.0 acres, Old DCAD TR #9 and A1220A H.H. Swisher, TR 50A (1) (PT), 33.8629 acres located (South of Swisher Road, West of Ronald Reagan Avenue, North of Turbeville Road and East of Parkridge Road.)

4. Discussion regarding property located in the J. Maloney Survey, Abstract 819 and the J.W. Hicks Survey, Abstract No. 567.

Item F - Reconvene into Open Session: The Town Council reconvened into open session at 10:28 p.m.

No action taken.

Item G – Adjournment

Motion: made by Councilmember Kenney to adjourn the meeting. Motion seconded by Councilmember Elrod.

Ayes: Councilmember Elrod, Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

The meeting did then stand adjourned at 10:29 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**STATE OF TEXAS
COUNTY OF DENTON
TOWN OF HICKORY CREEK**

The town council of the Town of Hickory Creek, Texas convened in a special session on January 31, 2017 at 5:30 p.m. in the council chambers, located at 1075 Ronald Reagan Avenue. Notice of the meeting was posted as required by Title 5, Chapter 551 of the Texas Government Code. The following members were present and constituted a quorum of members:

Richard DuPree, Councilmember Place 2
Chris Gordon, Councilmember Place 3
Paul Kenney, Mayor Pro Tem
Ian Theodore, Councilmember Place 5

Absent: Lynn Clark, Mayor
Tracee Elrod, Councilmember Place 1

Also in attendance were:

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

Mayor Pro Tem Kenney called the meeting to order at 5:30 p.m.

Councilmember DuPree gave the invocation.

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

Items of Community Interest

There were no items of community interest.

Public Comment

There were no speakers for public comment.

Item B - Public Hearing

No public hearing.

Item C – Consent Agenda Items

No consent agenda items.

Item D– Regular Agenda Items

D (1) – Consider and act on an ordinance ordering a municipal election for the Town of Hickory Creek for May 6, 2017.

Motion: made by Councilmember Gordon to approve an ordinance ordering a municipal election for the Town of Hickory Creek for May 6, 2017. Motion seconded by Councilmember Theodore.

Ayes: Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

D (2) - Consider and act on a joint election agreement and contract for election services with Denton County for the May 6, 2017 election.

Motion: made by Councilmember Theodore to approve a joint election agreement and contract for election services with Denton County for the May 6, 2017 election. Motion seconded by Councilmember Gordon.

Ayes: Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

D (3) - Discussion regarding the 2016 Hickory Creek Business/Businessman of the Year.

The following were nominated for 2016 Hickory Creek Business of the Year:
IHop, Rice Pot and Starbucks.

D (4) - Discussion regarding the 2016 Hickory Creek Citizen of the Year.

The following were nominated for 2016 Hickory Creek Citizen of the Year:
Melissa Hentschel, Susan Irwin and Porter Walker.

Item E - Executive Session: The Town Council will convene into executive session pursuant to Chapter 551 of the Texas Government Code Section 551.071, Consultation with City Attorney and other legal counsel on matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation.

No executive session.

Item H - Reconvene into Open Session:

No executive session.

Item I – Adjournment

Motion: made by Councilmember Kenney to adjourn the meeting. Motion seconded by Councilmember Gordon.

Town of Hickory Creek
January 31, 2017
Page 3

Ayes: Councilmember DuPree, Councilmember Gordon, Councilmember Kenney and Councilmember Theodore.

Nays: None

MOTION PASSED UNANIMOUSLY

The meeting did then stand adjourned at 5:40 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.2

January 2017 Financial Statements

Town of Hickory Creek
Balance Sheet
As of January 31, 2017

	<u>Jan 31, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
BOA - Animal Shelter Fund	17,451.79
BOA - Building Security	11,860.00
BOA - Court Technology	68.93
BOA - Drug Forfeiture	9,107.98
BOA - Drug Seizure	0.02
BOA - General Fund	939,076.10
BOA - Parks and Recreation	56,109.67
BOA - Payroll	250.00
BOA - Police State Training	3,891.00
Logic Animal Shelter Facility	8,997.09
Logic Harbor Ln-Sycamore Bend	324,058.00
Logic HC PID No.1 Road	8,575.18
Logic HC PID No.1 Safety	35,243.42
Logic Hickory Creek PID No. 1	150,581.04
Logic Hickory Creek PID No. 2	20,104.88
Logic Investment Fund	3,033,564.51
Logic Street & Road Improvement	2,572,836.55
Logic Turbeville Road	201,829.06
Total Checking/Savings	<u>7,393,605.22</u>
Total Current Assets	7,393,605.22
Other Assets	
Harbor Lane/Sycamore Bend Road	<u>-343,000.00</u>
Total Other Assets	<u>-343,000.00</u>
TOTAL ASSETS	<u><u>7,050,605.22</u></u>
LIABILITIES & EQUITY	0.00

Town of Hickory Creek
Profit & Loss
January 2017

	<u>Jan 17</u>
Ordinary Income/Expense	
Income	
Ad Valorem Tax Revenue	
4002 M&O	346,942.03
4004 M&O Penalties & Interest	519.07
4006 Delinquent M&O	886.07
4008 I&S Debt Service	332,880.29
4010 I&S Penalties & Interest	217.58
4012 Delinquent I&S	946.03
Total Ad Valorem Tax Revenue	<u>682,391.07</u>
Building Department Revenue	
4102 Building Permits	31,476.02
4106 Contractor Registration	675.00
4108 Final Plat	1,272.76
4112 Health Inspections	920.00
4124 Sign Permits	5.00
4132 Alarm Permit Fees	50.00
Total Building Department Revenue	<u>34,398.78</u>
Franchise Fee Revenue	
4208 CoServ	905.38
4212 Waste Management	5,684.74
Total Franchise Fee Revenue	<u>6,590.12</u>
Interest Revenue	
4302 Animal Shelter Interest	7.65
4304 Building Security Interest	0.20
4308 Drug Forfeiture Interest	0.15
4314 Logic Investment Interest	2,482.02
4320 Logic Street/Road Improv.	2,105.06
4322 Logic Turbeville Road	165.15
4326 PD State Training Interest	0.07
4328 Logic Harbor/Sycamore Bend	265.14
Total Interest Revenue	<u>5,025.44</u>
Miscellaneous Revenue	
4502 Animal Adoption & Impound	895.00
4506 Animal Shelter Donations	625.00
4508 Annual Park Passes	2,014.65
4526 Mineral Rights	30.01
4530 Other Receivables	204.05
4536 Point Vista Park Fees	32.00
4550 Sycamore Bend Fees	-2.00
Total Miscellaneous Revenue	<u>3,798.71</u>
Municipal Court Revenue	
4602 Building Security Fee	831.72
4604 Citations	54,525.34
4606 Court Technology	1,108.97

Town of Hickory Creek
Profit & Loss
January 2017

	<u>Jan 17</u>
4612 State Court Costs	20,828.71
Total Municipal Court Revenue	77,294.74
Sales Tax Revenue	
4702 Sales Tax General Fund	74,528.48
4704 Sales Tax Road Maintenance	14,905.70
4706 Sales Tax 4B Corporation	29,811.39
4708 Sales Tax Mixed Beverage	6.99
Total Sales Tax Revenue	119,252.56
Total Income	928,751.42
Gross Profit	928,751.42
Expense	
Capital Outlay	
5010 Street Maintenance	17,021.70
5020 Main Street Reconstruction	51,730.99
Total Capital Outlay	68,752.69
Debt Service	
5110 2015 Refunding Bond Series	63,350.00
5112 2015 C.O. Series	64,800.00
Total Debt Service	128,150.00
General Government	
5202 Bank Service Charges	40.00
5206 Computer Hardware/Software	151.27
5208 Copier Rental	507.53
5212 EDC Tax Payment	29,811.39
5216 Volunteer/Staff Events	217.11
5222 Office Supplies & Equip.	300.98
5224 Postage	240.25
5228 Town Council/Board Expense	513.16
5230 Training & Education	156.00
Total General Government	31,937.69
Municipal Court	
5304 Building Security	172.82
5312 Court Technology	3,281.00
5318 Merchant Fees/Credit Cards	-978.07
5322 Office Supplies/Equipment	361.52
5324 State Court Costs	53,609.39
5326 Training & Education	50.00
5332 Warrants Collected	-291.75
Total Municipal Court	56,204.91
Parks and Recreation	
5408 Tanglewood Park	209.88
5412 KHCB	100.00

Town of Hickory Creek
Profit & Loss
January 2017

	<u>Jan 17</u>
Total Parks and Recreation	309.88
Parks Corps of Engineer	
5432 Arrowhead	1,292.52
5434 Harbor Grove	116.52
5436 Point Vista	1,157.33
5438 Sycamore Bend	1,135.18
	<hr/>
Total Parks Corps of Engineer	3,701.55
Personnel	
5502 Administration Wages	18,368.16
5504 Municipal Court Wages	7,007.92
5506 Police Wages	42,265.89
5507 Police Overtime Wages	49.80
5508 Public Works Wages	12,896.96
5509 Public Works Overtime Wage	373.64
5510 Health Insurance	1,371.47
5514 Payroll Expense	1,249.08
	<hr/>
Total Personnel	83,582.92
Police Department	
5602 Auto Gas & Oil	1,889.84
5606 Auto Maintenance & Repair	2,203.92
5612 Computer Hardware/Software	1,257.26
5626 Office Supplies/Equipment	632.46
5630 Personnel Equipment	425.00
5644 Citizens on Patrol	71.52
	<hr/>
Total Police Department	6,480.00
Public Works Department	
5708 Animal Control Vet Fees	1,138.69
5710 Auto Gas & Oil	868.21
5714 Auto Maintenance/Repair	2,344.80
5724 Equipment Maintenance	288.00
5728 Equipment Supplies	831.24
5732 Office Supplies/Equipment	124.95
5734 Radios	276.91
5738 Training	215.00
5740 Travel Expense	21.39
5742 Uniforms	278.16
	<hr/>
Total Public Works Department	6,387.35
Services	
5804 Attorney Fees	2,180.95
5806 Audit	12,000.00
5808 Codification	375.00
5812 Document Management	141.14
5818 Inspections	4,476.00
5828 Printing	46.96
5832 Computer Technical Support	2,285.00
	<hr/>

Town of Hickory Creek
Profit & Loss
January 2017

	<u>Jan 17</u>
Total Services	21,505.05
Special Events	
6008 Tree Lighting	-264.13
Total Special Events	-264.13
Utilities & Maintenance	
5902 Bldg Maintenance/Supplies	7,931.66
5904 Electric	4,788.37
5906 Gas	346.78
5908 Street Lighting	7,993.43
5910 Telephone	9,748.33
5912 Water	630.56
Total Utilities & Maintenance	31,439.13
Total Expense	438,187.04
Net Ordinary Income	490,564.38
Net Income	<u><u>490,564.38</u></u>

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
 October 2016 through January 2017

	Oct '16 - Jan 17	Budget	% of Budget
Ordinary Income/Expense			
Income			
Ad Valorem Tax Revenue			
4002 M&O	685,680.47	844,833.00	81.2%
4004 M&O Penalties & Interest	683.77	4,300.00	15.9%
4006 Delinquent M&O	1,382.57	7,100.00	19.5%
4008 I&S Debt Service	658,335.47	811,482.00	81.1%
4010 I&S Penalties & Interest	324.25	3,700.00	8.8%
4012 Delinquent I&S	1,405.13	3,300.00	42.6%
Total Ad Valorem Tax Revenue	1,347,811.66	1,674,715.00	80.5%
Building Department Revenue			
4102 Building Permits	84,519.15	200,000.00	42.3%
4104 Certificate of Occupancy	500.00	600.00	83.3%
4106 Contractor Registration	1,875.00	4,125.00	45.5%
4108 Final Plat	1,272.76	0.00	100.0%
4110 Final Site Plan	0.00	0.00	0.0%
4112 Health Inspections	2,300.00	10,120.00	22.7%
4116 Overweight Vehicles	0.00	0.00	0.0%
4118 Preliminary Plat	0.00	0.00	0.0%
4120 Preliminary Site Plan	0.00	0.00	0.0%
4122 Septic Permits	425.00	2,125.00	20.0%
4124 Sign Permits	70.00	500.00	14.0%
4126 Special Use Permit	0.00	200.00	0.0%
4128 Variance Fee	250.00	300.00	83.3%
4130 Vendor Fee	0.00	225.00	0.0%
4132 Alarm Permit Fees	100.00	1,800.00	5.6%
Total Building Department Revenue	91,311.91	219,995.00	41.5%
Franchise Fee Revenue			
4202 Atmos Energy	0.00	25,100.00	0.0%
4204 Charter Communications	9,346.48	34,500.00	27.1%
4206 CenturyLink	1,133.79	5,200.00	21.8%
4208 CoServ	2,255.89	4,200.00	53.7%
4210 Oncor Electric	127,996.40	134,500.00	95.2%
4212 Waste Management	14,577.14	32,000.00	45.6%
Total Franchise Fee Revenue	155,309.70	235,500.00	65.9%
Interest Revenue			
4302 Animal Shelter Interest	27.52	0.00	100.0%
4304 Building Security Interest	0.79	0.00	100.0%
4306 Court Technology Interest	0.00	0.00	0.0%
4308 Drug Forfeiture Interest	0.66	0.00	100.0%
4310 Drug Seizure Interest	0.02	0.00	100.0%
4312 General Fund Interest	0.00	0.00	0.0%
4314 Logic Investment Interest	9,578.45	6,200.00	154.5%
4320 Logic Street/Road Improv.	6,182.35	2,000.00	309.1%
4322 Logic Turbeville Road	592.66	500.00	118.5%
4324 Parks & Recreation	0.00	0.00	0.0%
4326 PD State Training Interest	0.27	0.00	100.0%
4328 Logic Harbor/Sycamore Bend	951.56	300.00	317.2%
Total Interest Revenue	17,334.28	9,000.00	192.6%
Interlocal Revenue			
4402 Corp Contract Current Year	0.00	34,000.00	0.0%
Total Interlocal Revenue	0.00	34,000.00	0.0%

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
October 2016 through January 2017

	Oct '16 - Jan 17	Budget	% of Budget
Miscellaneous Revenue			
4502 Animal Adoption & Impound	2,445.00	7,000.00	34.9%
4506 Animal Shelter Donations	1,452.20	1,000.00	145.2%
4508 Annual Park Passes	4,849.47	20,000.00	24.2%
4510 Arrowhead Park Fees	494.00	30,000.00	1.6%
4512 Beer & Wine Permit	0.00	60.00	0.0%
4514 Cobra Premiums	0.00	0.00	0.0%
4516 Corp Parks Prior Year Rev	0.00	24,520.00	0.0%
4518 Drug Forfeiture	0.00	0.00	0.0%
4520 Drug Seizure	0.00	0.00	0.0%
4522 EDCPayment/Ronald Reagan	0.00	45,778.00	0.0%
4524 Fund Balance Reserve	0.00	0.00	0.0%
4526 Mineral Rights	182.87	200.00	91.4%
4528 NSF Fees	25.00	100.00	25.0%
4530 Other Receivables	2,464.06	7,100.00	34.7%
4534 PD State Training	0.00	0.00	0.0%
4536 Point Vista Park Fees	664.00	5,000.00	13.3%
4546 Street Bond Proceeds	0.00	0.00	0.0%
4550 Sycamore Bend Fees	3,289.00	10,000.00	32.9%
4554 Building Security Fund Res	0.00	0.00	0.0%
4556 Court Tech Fund Reserve	0.00	13,535.00	0.0%
4558 Harbor Lane/Sycamore Bend	0.00	0.00	0.0%
Total Miscellaneous Revenue	15,865.60	164,293.00	9.7%
Municipal Court Revenue			
4602 Building Security Fee	3,078.54	10,285.00	29.9%
4604 Citations	195,777.53	550,000.00	35.6%
4606 Court Technology	4,104.72	13,640.00	30.1%
4612 State Court Costs	74,438.07	242,000.00	30.8%
Total Municipal Court Revenue	277,398.86	815,925.00	34.0%
Sales Tax Revenue			
4702 Sales Tax General Fund	297,111.71	903,125.00	32.9%
4704 Sales Tax Road Maintenance	59,422.34	180,625.00	32.9%
4706 Sales Tax 4B Corporation	118,844.69	361,250.00	32.9%
4708 Sales Tax Mixed Beverage	11.35	350.00	3.2%
Total Sales Tax Revenue	475,390.09	1,445,350.00	32.9%
Total Income	2,380,422.10	4,598,778.00	51.8%
Gross Profit	2,380,422.10	4,598,778.00	51.8%
Expense			
Capital Outlay			
5010 Street Maintenance	24,161.80	180,625.00	13.4%
5012 Streets & Road Improvement	504,847.06	0.00	100.0%
5020 Main Street Reconstruction	-289,549.61	0.00	100.0%
Total Capital Outlay	239,459.25	180,625.00	132.6%
Debt Service			
5106 2012 Refunding Bond Series	0.00	150,236.00	0.0%
5108 2012 Tax Note Series	0.00	120,728.00	0.0%
5110 2015 Refunding Bond Series	63,350.00	311,700.00	20.3%
5112 2015 C.O. Series	64,800.00	274,600.00	23.6%
Total Debt Service	128,150.00	857,264.00	14.9%
General Government			

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
 October 2016 through January 2017

	Oct '16 - Jan 17	Budget	% of Budget
5202 Bank Service Charges	187.00	500.00	37.4%
5204 Books & Subscriptions	167.50	300.00	55.8%
5206 Computer Hardware/Software	5,293.64	15,000.00	35.3%
5208 Copier Rental	1,543.73	3,500.00	44.1%
5210 Dues & Memberships	291.94	2,000.00	14.6%
5212 EDC Tax Payment	118,844.69	361,250.00	32.9%
5214 Election Expenses	0.00	4,000.00	0.0%
5216 Volunteer/Staff Events	3,406.25	7,500.00	45.4%
5218 General Communications	9,187.87	15,500.00	59.3%
5222 Office Supplies & Equip.	1,206.71	2,000.00	60.3%
5224 Postage	1,621.66	6,000.00	27.0%
5226 Community Cause	146.93	4,000.00	3.7%
5228 Town Council/Board Expense	1,645.59	3,600.00	45.7%
5230 Training & Education	930.00	2,000.00	46.5%
5232 Travel Expense	1,105.13	1,000.00	110.5%
5234 Staff Uniforms	0.00	1,000.00	0.0%
Total General Government	145,578.64	429,150.00	33.9%
Municipal Court			
5302 Books & Subscriptions	0.00	100.00	0.0%
5304 Building Security	666.18	10,285.00	6.5%
5312 Court Technology	4,056.00	27,175.00	14.9%
5314 Dues & Memberships	140.00	200.00	70.0%
5318 Merchant Fees/Credit Cards	-2,543.98	0.00	100.0%
5322 Office Supplies/Equipment	594.21	1,500.00	39.6%
5324 State Court Costs	111,103.47	242,000.00	45.9%
5326 Training & Education	50.00	550.00	9.1%
5328 Travel Expense	21.97	1,400.00	1.6%
5330 Warrant Roundup	0.00	1,500.00	0.0%
5332 Warrants Collected	-340.29	0.00	100.0%
Total Municipal Court	113,747.56	284,710.00	40.0%
Parks and Recreation			
5402 Events	3,205.82	3,000.00	106.9%
5404 Marketing	0.00	500.00	0.0%
5406 Professional Dues	0.00	400.00	0.0%
5408 Tanglewood Park	44,070.41	12,500.00	352.6%
5410 Travel and Training	0.00	1,000.00	0.0%
5412 KHCB	100.00	1,000.00	10.0%
5414 Tree City USA	774.09	1,000.00	77.4%
5416 Town Hall Park	4,290.96	8,000.00	53.6%
Total Parks and Recreation	52,441.28	27,400.00	191.4%
Parks Corps of Engineer			
5432 Arrowhead	3,102.33	12,000.00	25.9%
5434 Harbor Grove	157.50	4,000.00	3.9%
5436 Point Vista	1,618.56	12,000.00	13.5%
5438 Sycamore Bend	1,581.41	42,000.00	3.8%
5440 Public Works Services	0.00	25,000.00	0.0%
Total Parks Corps of Engineer	6,459.80	95,000.00	6.8%
Personnel			
5502 Administration Wages	83,241.55	240,705.00	34.6%
5504 Municipal Court Wages	31,583.28	91,190.00	34.6%
5506 Police Wages	187,758.14	559,090.00	33.6%
5507 Police Overtime Wages	1,203.84	12,000.00	10.0%
5508 Public Works Wages	58,260.45	164,665.00	35.4%

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%

October 2016 through January 2017

	Oct '16 - Jan 17	Budget	% of Budget
5509 Public Works Overtime Wage	1,032.60	2,500.00	41.3%
5510 Health Insurance	47,515.01	186,150.00	25.5%
5512 Longevity	10,023.00	10,024.00	100.0%
5514 Payroll Expense	5,541.41	16,500.00	33.6%
5516 Employment Exams	230.00	750.00	30.7%
5518 Retirement (TMRS)	31,910.24	122,715.00	26.0%
5520 Unemployment (TWC)	70.11	3,500.00	2.0%
5522 Workman's Compensation	25,855.34	26,383.00	98.0%
Total Personnel	484,224.97	1,436,172.00	33.7%
Police Department			
5602 Auto Gas & Oil	7,733.27	20,780.00	37.2%
5604 Auto Lease	0.00	9,764.00	0.0%
5606 Auto Maintenance & Repair	11,069.71	10,000.00	110.7%
5608 Auto New Equipment	0.00	5,000.00	0.0%
5610 Books & Subscriptions	317.00	400.00	79.3%
5612 Computer Hardware/Software	18,941.02	35,100.00	54.0%
5614 Crime Lab Analysis	450.00	1,000.00	45.0%
5616 Drug Forfeiture	13,827.50	0.00	100.0%
5618 Dues & Memberships	235.00	400.00	58.8%
5626 Office Supplies/Equipment	1,457.37	2,000.00	72.9%
5628 PD State Training	0.00	0.00	0.0%
5630 Personnel Equipment	1,376.27	2,000.00	68.8%
5632 Radios	0.00	0.00	0.0%
5634 Travel Expense	72.25	2,000.00	3.6%
5636 Uniforms	396.26	4,000.00	9.9%
5640 Training & Education	870.00	4,000.00	21.8%
5642 Auto Purchase	0.00	0.00	0.0%
5644 Citizens on Patrol	286.56	1,000.00	28.7%
5646 Community Outreach	80.46	2,000.00	4.0%
Total Police Department	57,112.67	99,444.00	57.4%
Public Works Department			
5702 Animal Control Donation	0.00	1,000.00	0.0%
5704 Animal Control Equipment	0.00	600.00	0.0%
5706 Animal Control Supplies	603.86	1,000.00	60.4%
5708 Animal Control Vet Fees	1,707.04	6,000.00	28.5%
5710 Auto Gas & Oil	3,313.67	10,000.00	33.1%
5712 Auto Lease	0.00	0.00	0.0%
5714 Auto Maintenance/Repair	5,453.42	15,000.00	36.4%
5716 Beautification	264.59	56,708.00	0.5%
5718 Computer Hardware/Software	0.00	500.00	0.0%
5720 Dues & Memberships	100.00	350.00	28.6%
5722 Equipment	0.00	6,000.00	0.0%
5724 Equipment Maintenance	1,869.14	8,000.00	23.4%
5726 Equipment Rental	-267.79	1,000.00	-26.8%
5728 Equipment Supplies	1,474.32	6,500.00	22.7%
5732 Office Supplies/Equipment	488.28	800.00	61.0%
5734 Radios	1,105.08	3,600.00	30.7%
5738 Training	989.00	800.00	123.6%
5740 Travel Expense	21.39	1,000.00	2.1%
5742 Uniforms	875.51	2,800.00	31.3%
5748 Landscaping Services	27,222.12	28,500.00	95.5%
Total Public Works Department	45,219.63	150,158.00	30.1%
Services			
5802 Appraisal District	2,571.23	10,500.00	24.5%

Town of Hickory Creek
Budget vs. Actual Year to Date 33.32%
 October 2016 through January 2017

	Oct '16 - Jan 17	Budget	% of Budget
5804 Attorney Fees	17,906.69	40,000.00	44.8%
5806 Audit	12,000.00	12,000.00	100.0%
5808 Codification	375.00	1,500.00	25.0%
5812 Document Management	419.20	1,000.00	41.9%
5814 Engineering	5,909.35	40,000.00	14.8%
5816 General Insurance	32,629.10	33,795.00	96.6%
5818 Inspections	18,384.00	35,000.00	52.5%
5820 Fire Service	292,584.50	611,405.00	47.9%
5822 Legal Notices/Advertising	111.30	2,500.00	4.5%
5824 Library Services	225.00	500.00	45.0%
5826 Municipal Judge	2,700.00	10,800.00	25.0%
5828 Printing	716.99	1,600.00	44.8%
5830 Tax Collection	1,555.92	1,600.00	97.2%
5832 Computer Technical Support	9,345.00	27,000.00	34.6%
5838 DCCAC	-3,955.04	4,153.00	-95.2%
5840 Denton County Dispatch	0.00	28,427.00	0.0%
5844 Helping Hands	0.00	300.00	0.0%
Total Services	393,478.24	862,080.00	45.6%
Special Events			
6004 Fourth of July Celebration	0.00	4,500.00	0.0%
6008 Tree Lighting	3,343.38	5,000.00	66.9%
Total Special Events	3,343.38	9,500.00	35.2%
Utilities & Maintenance			
5902 Bldg Maintenance/Supplies	37,545.26	80,000.00	46.9%
5904 Electric	14,162.20	28,000.00	50.6%
5906 Gas	401.75	1,500.00	26.8%
5908 Street Lighting	11,038.10	29,000.00	38.1%
5910 Telephone	9,748.33	21,575.00	45.2%
5912 Water	2,515.06	7,200.00	34.9%
Total Utilities & Maintenance	75,410.70	167,275.00	45.1%
Total Expense	1,744,626.12	4,598,778.00	37.9%
Net Ordinary Income	635,795.98	0.00	100.0%
Net Income	635,795.98	0.00	100.0%

Town of Hickory Creek
Expenditures over \$1,000.00
 January 2017

Type	Date	Num	Name	Amount
Ordinary Income/Expense				
Expense				
Capital Outlay				
5010 Street Maintenance				
Bill	01/27/2017	Invoi...	Larby Line, LLC	1,021.00
Bill	01/27/2017	Invoi...	Larby Line, LLC	1,215.54
Bill	01/27/2017	Invoi...	Larby Line, LLC	5,148.88
Bill	01/27/2017	Invoi...	Larby Line, LLC	7,255.05
Total 5010 Street Maintenance				14,640.47
5020 Main Street Reconstruction				
Deposit	01/06/2017		Deposit	-177,772.13
Deposit	01/19/2017		Deposit	-108,657.41
Check	01/11/2017	3287	Quality Excavation, Ltd.	338,160.53
Total 5020 Main Street Reconstruction				51,730.99
Total Capital Outlay				66,371.46
Debt Service				
5110 2015 Refunding Bond Series				
Check	01/23/2017	3290	US Bank	63,350.00
Total 5110 2015 Refunding Bond Series				63,350.00
5112 2015 C.O. Series				
Check	01/23/2017	3291	US Bank	64,800.00
Total 5112 2015 C.O. Series				64,800.00
Total Debt Service				128,150.00
General Government				
5212 EDC Tax Payment				
Check	01/11/2017	3286	Hickory Creek Economic Development	29,811.39
Total 5212 EDC Tax Payment				29,811.39
Total General Government				29,811.39
Municipal Court				
5312 Court Technology				
Bill	01/27/2017	Invoi...	MCCI	3,081.00
Total 5312 Court Technology				3,081.00
5324 State Court Costs				
Check	01/26/2017		State Comptroller	53,609.39
Total 5324 State Court Costs				53,609.39
5332 Warrants Collected				
Bill	01/24/2017	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	1,425.36
Bill	01/24/2017	Invoi...	McCreary, Veselka, Bragg and Allen, P.C.	2,645.31
Total 5332 Warrants Collected				4,070.67

3:14 PM
02/14/17
Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
January 2017

Type	Date	Num	Name	Amount
			Total Municipal Court	60,761.06
			Police Department	
			5602 Auto Gas & Oil	
Check	01/27/2017	Debit	WEX Bank	1,889.84
			Total 5602 Auto Gas & Oil	1,889.84
			Total Police Department	1,889.84
			Public Works Department	
			5714 Auto Maintenance/Repair	
Bill	01/23/2017	R.O...	Christian Brothers Automotive	1,759.28
			Total 5714 Auto Maintenance/Repair	1,759.28
			Total Public Works Department	1,759.28
			Services	
			5804 Attorney Fees	
Bill	01/23/2017	9975...	Hayes, Berry, White & Vanzant	1,012.05
			Total 5804 Attorney Fees	1,012.05
			5806 Audit	
Bill	01/23/2017	Acc...	Hankins, Eastup, Deaton, Tonn & Seay	12,000.00
			Total 5806 Audit	12,000.00
			5818 Inspections	
Bill	01/23/2017	Invoi...	Vaughn Inspections Plus, LLC	4,476.00
			Total 5818 Inspections	4,476.00
			5832 Computer Technical Support	
Bill	01/23/2017	Invoi...	MiTech Services, LLC	2,250.00
			Total 5832 Computer Technical Support	2,250.00
			Total Services	19,738.05
			Utilities & Maintenance	
			5902 Bldg Maintenance/Supplies	
Deposit	01/06/2017		Deposit	-1,200.00
Check	01/12/2017	Debit	NST BEST BUY # 01/12 #000343107	1,214.98
Bill	01/23/2017	Invoi...	Masten Air Conditioning	1,530.00
Check	01/26/2017	3295	Hudson Energy Services, LLC	2,523.37
			Total 5902 Bldg Maintenance/Supplies	4,068.35
			5904 Electric	
Check	01/19/2017	Debit	MidAmerican Energy	4,201.90
			Total 5904 Electric	4,201.90
			5908 Street Lighting	
Check	01/26/2017	3295	Hudson Energy Services, LLC	2,529.09
Check	01/19/2017	Debit	MidAmerican Energy	5,367.21

3:14 PM
02/14/17
Accrual Basis

Town of Hickory Creek
Expenditures over \$1,000.00
January 2017

Type	Date	Num	Name	Amount
			Total 5908 Street Lighting	7,896.30
			5910 Telephone	
Bill	01/25/2017	Acc...	CenturyLink	9,748.33
			Total 5910 Telephone	9,748.33
			Total Utilities & Maintenance	25,914.88
			Total Expense	334,395.96
			Net Ordinary Income	-334,395.96
			Net Income	-334,395.96



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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 01/01/2017 - 01/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.9642%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 33 DAYS AND THE NET ASSET VALUE FOR 1/31/17 WAS 1.000210.

MONTHLY ACTIVITY DETAIL

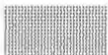
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			8,989.73
01/31/2017	MONTHLY POSTING	9999888	7.36	8,997.09
	ENDING BALANCE			8,997.09

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	8,989.73
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	7.36
ENDING BALANCE	8,997.09
AVERAGE BALANCE	8,989.73

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
ANIMAL SHELTER FACILITY	0.00	0.00	7.36





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 01/01/2017 - 01/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.9642%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 33 DAYS AND THE NET ASSET VALUE FOR 1/31/17 WAS 1.000210.

MONTHLY ACTIVITY DETAIL

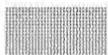
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			323,792.86
01/31/2017	MONTHLY POSTING	9999888	265.14	324,058.00
	ENDING BALANCE			324,058.00

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	323,792.86
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	265.14
ENDING BALANCE	324,058.00
AVERAGE BALANCE	323,792.86

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
HARBOR LANE - SYCAMORE BEND	0.00	0.00	265.14





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276011

ACCOUNT NAME: PID NO 1 ROAD

STATEMENT PERIOD: 01/01/2017 - 01/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.9642%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 33 DAYS AND THE NET ASSET VALUE FOR 1/31/17 WAS 1.000210.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			8,568.16
01/31/2017	MONTHLY POSTING	9999888	7.02	8,575.18
	ENDING BALANCE			8,575.18

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	8,568.16
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	7.02
ENDING BALANCE	8,575.18
AVERAGE BALANCE	8,568.16

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1 ROAD	0.00	0.00	7.02





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276012

ACCOUNT NAME: PID NO 1 SAFETY

STATEMENT PERIOD: 01/01/2017 - 01/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.9642%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 33 DAYS AND THE NET ASSET VALUE FOR 1/31/17 WAS 1.000210.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			35,214.59
01/31/2017	MONTHLY POSTING	9999888	28.83	35,243.42
	ENDING BALANCE			35,243.42

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	35,214.59
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	28.83
ENDING BALANCE	35,243.42
AVERAGE BALANCE	35,214.59

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1 SAFETY	0.00	0.00	28.83





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276008

ACCOUNT NAME: PID NO 1

STATEMENT PERIOD: 01/01/2017 - 01/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.9642%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 33 DAYS AND THE NET ASSET VALUE FOR 1/31/17 WAS 1.000210.

MONTHLY ACTIVITY DETAIL				
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			150,457.83
01/31/2017	MONTHLY POSTING	9999888	123.21	150,581.04
	ENDING BALANCE			150,581.04

MONTHLY ACCOUNT SUMMARY	
BEGINNING BALANCE	150,457.83
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	123.21
ENDING BALANCE	150,581.04
AVERAGE BALANCE	150,457.83

ACTIVITY SUMMARY (YEAR-TO-DATE)			
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 1	0.00	0.00	123.21





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276010

ACCOUNT NAME: PID NO 2

STATEMENT PERIOD: 01/01/2017 - 01/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.9642%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 33 DAYS AND THE NET ASSET VALUE FOR 1/31/17 WAS 1.000210.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			20,088.44
01/31/2017	MONTHLY POSTING	9999888	16.44	20,104.88
	ENDING BALANCE			20,104.88

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	20,088.44
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	16.44
ENDING BALANCE	20,104.88
AVERAGE BALANCE	20,088.44

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
PID NO 2	0.00	0.00	16.44





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 01/01/2017 - 01/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.9642%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 33 DAYS AND THE NET ASSET VALUE FOR 1/31/17 WAS 1.000210.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,031,082.49
01/31/2017	MONTHLY POSTING	9999888	2,482.02	3,033,564.51
	ENDING BALANCE			3,033,564.51

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,031,082.49
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2,482.02
ENDING BALANCE	3,033,564.51
AVERAGE BALANCE	3,031,082.49

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
INVESTMENT FUND	0.00	0.00	2,482.02





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276005

ACCOUNT NAME: RESIDENTIAL STREET & RD IMPROV

STATEMENT PERIOD: 01/01/2017 - 01/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.9642%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 33 DAYS AND THE NET ASSET VALUE FOR 1/31/17 WAS 1.000210.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			2,570,731.49
01/31/2017	MONTHLY POSTING	9999888	2,105.06	2,572,836.55
	ENDING BALANCE			2,572,836.55

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	2,570,731.49
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	2,105.06
ENDING BALANCE	2,572,836.55
AVERAGE BALANCE	2,570,731.49

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
RESIDENTIAL STREET & RD IMPROV	0.00	0.00	2,105.06





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

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 01/01/2017 - 01/31/2017

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.9642%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 33 DAYS AND THE NET ASSET VALUE FOR 1/31/17 WAS 1.000210.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			201,663.91
01/31/2017	MONTHLY POSTING	9999888	165.15	201,829.06
	ENDING BALANCE			201,829.06

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	201,663.91
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	165.15
ENDING BALANCE	201,829.06
AVERAGE BALANCE	201,663.91

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
TURBEVILLE RD IMPROVEMENT FUND	0.00	0.00	165.15





Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.3

Consider and act on an agreement for professional engineering services for the TCEQ MS4 Annual Report.

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

**TCEQ MS4 Permit Annual Report
FY 2017 Work Order Authorization No. 2
February 14, 2017**

Scope of Work:	<p>Halff's proposed services will include assisting the town in the development of a <u>Year 3</u> Annual Report in compliance with the TCEQ MS4 storm water rules and regulations referred to in draft TPDES General Permit No. TXR040000.</p> <p><u>Year 3 Annual Report</u></p> <ol style="list-style-type: none"> 1. Gather information from the town staff 2. Prepare checklist and timeline for following year SWMP implementation 3. Provide information for self-training and other training opportunities 4. Prepare and submit Annual Report for submittal to TCEQ. 5. This task includes one (1) revision to the Annual Report to be submitted to TCEQ. <p><u>Scope Exclusions:</u></p> <ol style="list-style-type: none"> 1. Implementation of the SWMP activities. City Staff shall implement the SWMP activities and goals. 2. Year 4 through 5 annual report assistance to be provided in the future upon written approval from the City.
Deliverables:	<ol style="list-style-type: none"> 1. Year 3 Annual Report (One revision and re-submittal to TCEQ) 2. Years 4 through 5 to be provided upon written approval from the City.
Items Furnished by City:	<ol style="list-style-type: none"> 1. To be coordinated during Data Collection task.
Schedule:	<p>Complete within Thirty (30) working days of receiving Notice to Proceed.</p>

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

Fees:	<u>Phase II (Authorized to begin work upon signed Work Order):</u> Year 3 MS4 Annual Report (FY 2017) <u>\$4,000.00</u> Total Fee: \$4,000.00 This is a <u>Lump Sum</u> Fee and will be billed monthly based on percent complete. A separate fee will be charged for each future annual reports (i.e. –Year 4 and Year 5). See attached Exhibit ‘A’ for Fee Schedule.

Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services**, dated March 12, 2012, between Halff Associates and the Town of Hickory Creek. Halff Associates will bill the above described services under AVO 32010, WO02.

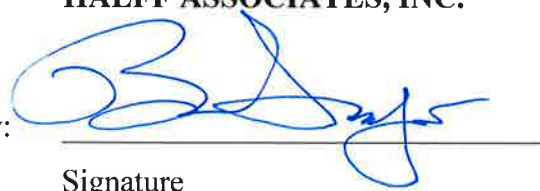
Submitted:

HALFF ASSOCIATES, INC.

Approved:

TOWN OF HICKORY CREEK, TEXAS

By:



Signature

By:

Signature

BRIAN HAYNES

Printed Name

Printed Name

VICE PRESIDENT

Title

Title

2/14/2017

Date

Date



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.4

Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas amending the Town's Code of Ordinances, Chapter 3: Building Regulations; Article 3.02 Technical and Construction Standards; Division 1: Generally by adding a new section.

**TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2017 -02-758**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HICKORY CREEK, TEXAS, CHAPTER 3: BUILDING REGULATIONS, ARTICLE 3.02: TECHNICAL AND CONSTRUCTION STANDARDS, DIVISION 1: GENERALLY BY ADDING A NEW SECTION; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town of Hickory Creek, Texas is a general law municipality empowered under the Texas Local Government Code, Section 51.001, to adopt an ordinance or rule that is for the good government of the Town; and

WHEREAS, the Town Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals and general welfare of the Town to adopt the construction and related codes as set forth herein.

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

**SECTION 1
INCORPORATION CLAUSE**

That all of the above premises are true and correct and are hereby incorporated in the body of this Ordinance as if fully set forth herein.

**SECTION 2
FINDINGS**

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

SECTION 3
AMENDMENTS

3.01 That the Code of Ordinances, Town of Hickory Creek, Texas, Chapter 3: Building Regulations, Article 3.02: Technical and Construction Standards, Division 1: Generally, shall be amended to add a new Section 3.02.002 which shall read as follows:

"Section 3.02.002

(a) It shall be unlawful for any person to violate any provision of this Chapter, 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.

(b) If the governing body of the Town of Hickory Creek determines that a violation of this Chapter 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."

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

SECTION 4
CUMULATIVE REPEALER CLAUSE

That 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; provided however, that the previous sections adopting the 2009 uniform codes and local amendments are hereby repealed and replaced with those aforementioned sections which adopt the 2014 and 2015 uniform codes and local amendments. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to the 2009 uniform codes of the Code of Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Article and for that purpose shall remain in full force and effect.

SECTION 5
SEVERABILITY CLAUSE

If any section, article, paragraph, sentence, clause, phrase or work 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 the Ordinance, and the Town Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6
SAVINGS CLAUSE

All rights and remedies of the Town of Hickory Creek, Texas, are expressly saved as to any and all violations of the provisions of any other Ordinances of the Town affecting building, mechanical, plumbing, electrical and housing codes, 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 7
PUBLICATION CLAUSE

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

SECTION 8
ENGROSSMENT AND ENROLLMENT CLAUSE

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

SECTION 9
EFFECTIVE DATE CLAUSE

That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from the date of passage and publication in the official newspaper.

IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 21st day of February 2017.

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



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. C.5

Consider and act on a Cooperative Agreement between the U.S. Army Corp of Engineers and the Town of Hickory Creek for increased law enforcement services for Lewisville Lake 2017.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 68	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G-17-T-0059		6. SOLICITATION ISSUE DATE 27-Jan-2017
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JASON S RINEHART			b. TELEPHONE NUMBER (No Collect Calls) 817 886-1080		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 27 Feb 2017
9. ISSUED BY 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		CODE W9126G	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO LEWISVILLE PROJECT OFC ROB JORDAN 1801 N MILL STREET LEWISVILLE TX 75057-3153 TEL: (469)645-9107 FAX: (469)645-9101		CODE 967431	16. ADMINISTERED BY				
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.		<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				TEL: EMAIL:			

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY17 Cass County ILE			Funded Amt:	NAICS CD: 922120 , FSC CD: R499

PWS

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Hickory Creek Police Department Lewisville Lake 2017

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

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

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

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from 29 April 2017 through 11 September 2017, for a total of 496 patrol hours, further specified in Appendices A,B, and C to this PWS. Effective start date is 29 April 2017 **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: Anthony Sanders, 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.US Army Corps of Engineers Lewisville Lake
1801 N. Mill Street, Lewisville, TX 75057
ATTN: Rob Jordan/Sallie Wilson
FAX:469/645-9101

And

2. USACE Finance Center
Attn: CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-5005
FAX:901/874-8533

1.4.14 Contractor Travel (Not applicable):

1.4.15 Data Rights (Not applicable)

1.4.16 Sustainability: The contract shall meet the EPA designated recovered materials products. A full list of EPA designated recovered materials products can be viewed at <http://www3.epa.gov/epawaste/consERVE/tools/cpg/products/>

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

1.9.3 Attachment 3/Appendix A – Patrol Schedule

1.9.4 Attachment 4/Appendix B – Man Hours

1.9.5 Attachment 5/Appendix C – Schedule of Days Worked by Month

1.9.6 Attachment 6/Appendix D – Law Enforcement Log

1.9.7 Attachment 7/Appendix E - Maps

2.0 MISCELLANEOUS PROVISIONS:

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

TECHNICAL EXHIBIT 1

Performance Requirements Summary

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

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

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

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

PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE
2017

DAY OF WEEK	TIME	HOURS	VEHICLES	OFFICERS
FRIDAY	1430-2300	8	1	1
SATURDAY	1430-2300	8	1	1
SUNDAY	1430-2300	8	1	1
JULY 4th (Tuesday)	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 29 April 2017 with patrols made on consecutive weekends, (Fridays, Saturdays and Sundays) through September 11th, to complete the agreement. Only select Federal Holidays as noted will be included in this agreement.

PERFORMANCE WORK STATEMENT

APPENDIX B
2017

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 13 = **104**

July: 8 hrs x 15 = **120**
(includes Independence Day)

August 8 hrs x 12 = **96**

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

Total Hours = **496**

PERFORMANCE WORK STATEMENT

APPENDIX C

2017
SCHEDULE OF DAYS WORKED BY MONTH
62 Days total

APRIL: 29 & 30= **2 days**

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

JUNE: 2-4, 9-11, 16-18, 23-25, 30 = **13 days**

JULY: 1-2, 4 (includes Independence Day), 7-9, 14-16, 21-23, 28-30= **15 days**

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

SEPTEMBER: 1-4 (includes Labor Day), 9-10= **7 days**

Appendix D

Hickory Creek Police Department Law Enforcement Log

Officer Name and Number:

Date:

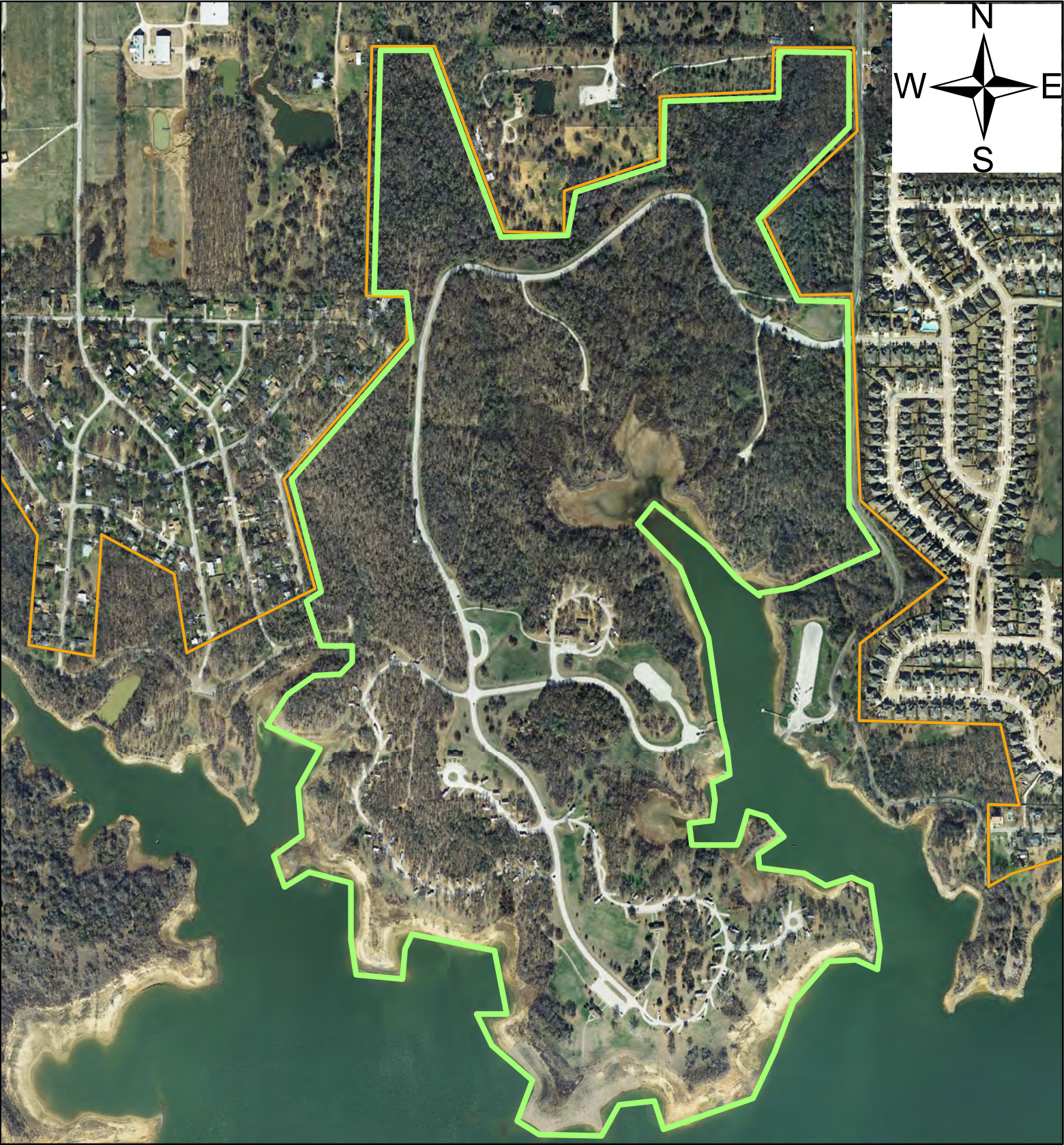
Location	Time Arrived	Time Departed	Notes

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



Appendix E

Maps

Hickory Creek Park



Legend

-  Fee Boundary
-  Park Boundary

Westlake and Oakland Parks



WESTLAKE PARK

OAKLAND PARK

2,100 1,050 0 2,100 Feet

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.

BID SCHEDULE

**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES,
LEWISVILLE LAKE, 2017
HICKORY CREEK POLICE DEPARTMENT**

COST PROPOSAL

LABOR COST:

Salary analysis for 2017 lake patrol based on average patrol wages (none greater than Sergeant's pay), including all required benefits

Deputy Salary Rate	(man-hour)	\$ 41.98
Social Security FICA		\$ 301.92
Retirement		\$ 2,417.44
Worker's Comp		\$ 79.87
Supplemental Death		\$ 16.21
Liability Ins		\$ 101.60
Other (explain)		\$ 5,405.60
Health Ins., unemployment, Administrative Expenses		
TOTAL LABOR COST PER MAN HOUR		<u>\$ 58.76</u>

VEHICLE COST:

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

TOTAL VEHICLE COST PER HOUR \$ 9.01

CONTRACT SUMMARY:

Labor Cost per Man-Hour		<u>\$ 58.76</u>
Vehicle Cost per Hour		+ \$ 9.01
TOTAL COST/HOUR		<u>\$ 67.77</u>
x Total Hours		x 496hr
<u>TOTAL CONTRACT PRICE</u>		<u>\$33,613.92</u>

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 29-APR-2017 TO 11-SEP-2017	N/A	LEWISVILLE PROJECT OFC ROB JORDAN 1801 N MILL STREET LEWISVILLE TX 75057-3153 (469)645-9107 FOB: Destination	967431

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
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	JAN 2015
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	OCT 2016
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-4	Recovered Material Certification	MAY 2008
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
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
52.251-1	Government Supply Sources	APR 2012
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
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
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
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds \$35,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

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

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

(2) 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.

(b) The Offeror represents that--

(1) 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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2016)
ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (s) of this provision.

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

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a

judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“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.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

(i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;

(iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

(v) The Family and Medical Leave Act; and

(vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

(i) The Occupational Safety and Health Act of 1970; and

(ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

- (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for--
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“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).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.

- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“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.

“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.

“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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

(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 posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation 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), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ . [*Offeror to identify the applicable paragraphs at (c) through (s) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.*]

(c) Offerors must complete the following representations when the resulting contract is to 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.

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

(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.

(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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

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

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

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

(i) It [____] has developed and has on file, [____] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 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) or 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—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* 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.* 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 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 appeal rights.

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are

included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) [] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

(1) *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 the SAM database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

[] TIN: ____ .

[] TIN has been applied for.

[] TIN is not required because:

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

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

- [] Sole proprietorship;
- [] Partnership;
- [] Corporate entity (not tax-exempt);
- [] Corporate entity (tax-exempt);
- [] Government entity (Federal, State, or local);
- [] Foreign government;
- [] International organization per 26 CFR 1.6049-4;
- [] Other .

(5) Common parent.

[] Offeror is not owned or controlled by a common parent:

[] Name and TIN of common parent:

Name

TIN

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

(ii) It [] is, [] 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 email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. 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 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

Is the immediate owner owned or controlled by another entity: Yes or No.

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: ____ (or mark ``Unknown").

Predecessor legal name: ____.

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

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [____] does [____] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [____] does [____] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked ``does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (NOV 2016)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) 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.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(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) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

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

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

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

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xii) 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.)

(xiii) 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)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).

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

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 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.

(xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

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

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

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

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

employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

27131 Police Officer I GS-6 \$31,504

(End of clause)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (OCT 2015)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

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)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) 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 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

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):

<http://farsite.hill.af.mil/>

(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):

<http://farsite.hill.af.mil/>

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

(End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ___ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

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

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

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

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

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

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

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

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

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

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and

some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

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

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

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The

Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.213-7000 NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM--STATISTICAL REPORTING IN PAST PERFORMANCE EVALUATIONS (JUNE 2015)

(a) The Past Performance Information Retrieval System--Statistical Reporting (PPIRS-SR) application (<http://www.ppirs.gov/>) will be used in the evaluation of suppliers' past performance in accordance with DFARS 213.106-2(b)(i).

(b) PPIRS-SR collects quality and delivery data on previously awarded contracts and orders from existing Department of Defense reporting systems to classify each supplier's performance history by Federal supply class (FSC) and product or service code (PSC). The PPIRS-SR application provides the contracting officer quantifiable past performance information regarding a supplier's quality and delivery performance for the FSC and PSC of the supplies being purchased.

(c) The quality and delivery classifications identified for a supplier in PPIRS-SR will be used by the contracting officer to evaluate a supplier's past performance in conjunction with the supplier's references (if requested) and other provisions of this solicitation under the past performance evaluation factor. The Government reserves the right to award to the supplier whose quotation or offer represents the best value to the Government.

(d) PPIRS-SR classifications are generated monthly for each contractor and can be reviewed by following the access instructions in the PPIRS-SR User's Manual found at https://www.ppirs.gov/pdf/PPIRS-SR_UserMan.pdf. Contractors are granted access to PPIRS-SR for their own classifications only. Suppliers are encouraged to review their own classifications, the PPIRS-SR reporting procedures and classification methodology detailed in the PPIRS-SR User's Manual, and PPIRS-SR Evaluation Criteria available from the references at https://www.ppirs.gov/pdf/PPIRS-SR_DataEvaluationCriteria.pdf. The method to challenge a rating generated by PPIRS-SR is provided in the User's Manual.

(End of provision)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

WD

WD 15-2510 (Rev.-2) was first posted on www.wdol.gov on 01/05/2016

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.: 2015-2510
Daniel W. Simms	Division of	Revision No.: 2
Director	Wage Determinations	Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the 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 \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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, Delta, Denton, Ellis, Grayson, Hunt, Kaufman, Rockwall, Smith

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.36
01012 - Accounting Clerk II		16.13
01013 - Accounting Clerk III		18.03
01020 - Administrative Assistant		26.46
01035 - Court Reporter		17.29
01051 - Data Entry Operator I		13.20
01052 - Data Entry Operator II		14.41
01060 - Dispatcher, Motor Vehicle		21.36
01070 - Document Preparation Clerk		14.24

01090 - Duplicating Machine Operator	14.24
01111 - General Clerk I	11.32
01112 - General Clerk II	12.79
01113 - General Clerk III	15.78
01120 - Housing Referral Assistant	21.60
01141 - Messenger Courier	11.86
01191 - Order Clerk I	13.66
01192 - Order Clerk II	14.91
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	21.36
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	25.99
01420 - Survey Worker	17.29
01460 - Switchboard Operator/Receptionist	13.60
01531 - Travel Clerk I	13.07
01532 - Travel Clerk II	14.04
01533 - Travel Clerk III	15.06
01611 - Word Processor I	12.80
01612 - Word Processor II	15.30
01613 - Word Processor III	17.29
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.00
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	12.44
05400 - Transmission Repair Specialist	22.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.26
07041 - Cook I	10.33
07042 - Cook II	11.69
07070 - Dishwasher	8.38
07130 - Food Service Worker	9.61
07210 - Meat Cutter	13.34
07260 - Waiter/Waitress	9.03
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	9.70
11090 - Gardener	13.58
11122 - Housekeeping Aide	9.70
11150 - Janitor	9.70
11210 - Laborer, Grounds Maintenance	10.39
11240 - Maid or Houseman	8.47
11260 - Pruner	11.58
11270 - Tractor Operator	12.58
11330 - Trail Maintenance Worker	11.07
11360 - Window Cleaner	11.12

12000 - Health Occupations	
12010 - Ambulance Driver	15.87
12011 - Breath Alcohol Technician	19.80
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	27.35
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	36.14
12030 - EKG Technician	28.89
12035 - Electroneurodiagnostic Technologist	28.89
12040 - Emergency Medical Technician	15.87
12071 - Licensed Practical Nurse I	18.42
12072 - Licensed Practical Nurse II	20.60
12073 - Licensed Practical Nurse III	22.96
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	19.22
12160 - Medical Record Clerk	15.45
12190 - Medical Record Technician	17.26
12195 - Medical Transcriptionist	17.87
12210 - Nuclear Medicine Technologist	33.52
12221 - Nursing Assistant I	10.43
12222 - Nursing Assistant II	11.72
12223 - Nursing Assistant III	12.80
12224 - Nursing Assistant IV	14.36
12235 - Optical Dispenser	15.48
12236 - Optical Technician	13.78
12250 - Pharmacy Technician	15.18
12280 - Phlebotomist	14.36
12305 - Radiologic Technologist	25.82
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)	24.53

13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		20.65
13012 - Exhibits Specialist II		25.58
13013 - Exhibits Specialist III		31.28
13041 - Illustrator I		24.95
13042 - Illustrator II		30.91
13043 - Illustrator III		36.18
13047 - Librarian		31.56
13050 - Library Aide/Clerk		14.33
13054 - Library Information Technology Systems Administrator		27.42
13058 - Library Technician		16.29
13061 - Media Specialist I		19.78
13062 - Media Specialist II		22.13
13063 - Media Specialist III		24.67
13071 - Photographer I		16.50
13072 - Photographer II		18.46
13073 - Photographer III		22.87
13074 - Photographer IV		27.97
13075 - Photographer V		33.85
13110 - Video Teleconference Technician		21.59
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.91
14042 - Computer Operator II		17.80
14043 - Computer Operator III		20.78
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		15.91

14160 - Personal Computer Support Technician	24.67
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	30.46
15070 - Flight Instructor (Pilot)	46.09
15080 - Graphic Artist	22.70
15090 - Technical Instructor	22.61
15095 - Technical Instructor/Course Developer	27.44
15110 - Test Proctor	18.16
15120 - Tutor	18.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.32
16030 - Counter Attendant	9.32
16040 - Dry Cleaner	11.86
16070 - Finisher, Flatwork, Machine	9.32
16090 - Presser, Hand	9.32
16110 - Presser, Machine, Drycleaning	9.32
16130 - Presser, Machine, Shirts	9.32
16160 - Presser, Machine, Wearing Apparel, Laundry	9.32
16190 - Sewing Machine Operator	12.50
16220 - Tailor	13.33
16250 - Washer, Machine	10.19
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.18
19040 - Tool And Die Maker	22.87
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.02
21030 - Material Coordinator	19.45
21040 - Material Expediter	19.45
21050 - Material Handling Laborer	12.80
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	15.02

21110 - Shipping Packer	13.52
21130 - Shipping/Receiving Clerk	13.52
21140 - Store Worker I	11.85
21150 - Stock Clerk	15.94
21210 - Tools And Parts Attendant	15.02
21410 - Warehouse Specialist	15.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.47
23021 - Aircraft Mechanic I	29.07
23022 - Aircraft Mechanic II	30.47
23023 - Aircraft Mechanic III	31.89
23040 - Aircraft Mechanic Helper	19.71
23050 - Aircraft, Painter	25.93
23060 - Aircraft Servicer	22.61
23080 - Aircraft Worker	23.90
23110 - Appliance Mechanic	17.18
23120 - Bicycle Repairer	12.44
23125 - Cable Splicer	19.60
23130 - Carpenter, Maintenance	17.25
23140 - Carpet Layer	16.43
23160 - Electrician, Maintenance	20.94
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	29.34
23260 - Fabric Worker	16.68
23290 - Fire Alarm System Mechanic	19.04
23310 - Fire Extinguisher Repairer	15.48
23311 - Fuel Distribution System Mechanic	19.28
23312 - Fuel Distribution System Operator	16.29
23370 - General Maintenance Worker	17.70
23380 - Ground Support Equipment Mechanic	29.07
23381 - Ground Support Equipment Servicer	22.61
23382 - Ground Support Equipment Worker	23.90
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.79

23393 - Gunsmith III	19.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.50
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.44
23430 - Heavy Equipment Mechanic	19.71
23440 - Heavy Equipment Operator	16.87
23460 - Instrument Mechanic	22.51
23465 - Laboratory/Shelter Mechanic	18.74
23470 - Laborer	12.10
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	21.04
23550 - Machinist, Maintenance	17.89
23580 - Maintenance Trades Helper	13.22
23591 - Metrology Technician I	22.51
23592 - Metrology Technician II	23.59
23593 - Metrology Technician III	24.69
23640 - Millwright	22.28
23710 - Office Appliance Repairer	18.30
23760 - Painter, Maintenance	16.85
23790 - Pipefitter, Maintenance	22.46
23810 - Plumber, Maintenance	21.38
23820 - Pneudraulic Systems Mechanic	19.76
23850 - Rigger	21.28
23870 - Scale Mechanic	17.79
23890 - Sheet-Metal Worker, Maintenance	18.28
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	23.56
23932 - Telecommunications Mechanic II	24.66
23950 - Telephone Lineman	21.40
23960 - Welder, Combination, Maintenance	17.75
23965 - Well Driller	20.07
23970 - Woodcraft Worker	19.71
23980 - Woodworker	14.17
24000 - Personal Needs Occupations	

24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	8.60
24620 - Family Readiness And Support Services Coordinator	13.70
24630 - Homemaker	17.11
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.92
25040 - Sewage Plant Operator	17.52
25070 - Stationary Engineer	22.92
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	17.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.51
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	18.17
27010 - Court Security Officer	23.50
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	19.99
27070 - Firefighter	22.87
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	27.08
27132 - Police Officer II	30.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.31
28042 - Carnival Equipment Repairer	13.07
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	18.00
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	21.99

29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.83
29020 - Hatch Tender	18.83
29030 - Line Handler	18.83
29041 - Stevedore I	16.91
29042 - Stevedore II	18.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.81
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.07
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.72
30021 - Archeological Technician I	19.29
30022 - Archeological Technician II	22.30
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	23.51
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
30210 - Laboratory Technician	22.28
30240 - Mathematical Technician	27.75
30361 - Paralegal/Legal Assistant I	18.92
30362 - Paralegal/Legal Assistant II	23.44
30363 - Paralegal/Legal Assistant III	28.67
30364 - Paralegal/Legal Assistant IV	34.70
30390 - Photo-Optics Technician	27.75
30461 - Technical Writer I	25.09
30462 - Technical Writer II	30.68

30463 - Technical Writer III	37.13
30491 - Unexploded Ordnance (UXO) Technician I	24.03
30492 - Unexploded Ordnance (UXO) Technician II	29.08
30493 - Unexploded Ordnance (UXO) Technician III	34.85
30494 - Unexploded (UXO) Safety Escort	24.03
30495 - Unexploded (UXO) Sweep Personnel	24.03
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	
31020 - Bus Aide	10.18
31030 - Bus Driver	14.88
31043 - Driver Courier	16.55
31260 - Parking and Lot Attendant	8.87
31290 - Shuttle Bus Driver	18.09
31310 - Taxi Driver	9.76
31361 - Truckdriver, Light	18.09
31362 - Truckdriver, Medium	19.69
31363 - Truckdriver, Heavy	21.04
31364 - Truckdriver, Tractor-Trailer	21.04
99000 - Miscellaneous Occupations	
99030 - Cashier	9.76
99050 - Desk Clerk	9.75
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	10.86
99252 - Laboratory Animal Caretaker II	11.87
99310 - Mortician	22.94
99410 - Pest Controller	18.98
99510 - Photofinishing Worker	14.89
99710 - Recycling Laborer	15.88
99711 - Recycling Specialist	19.54
99730 - Refuse Collector	14.05
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	9.97
99830 - Survey Party Chief	23.31

99831 - Surveying Aide	13.96
99832 - Surveying Technician	17.89
99840 - Vending Machine Attendant	14.09
99841 - Vending Machine Repairer	17.03
99842 - Vending Machine Repairer Helper	14.05

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (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 retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). 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 Wage and Hour Division, U.S. Department of Labor, 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 decision to the contractor.
- 6) The contractor informs the affected employees.

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" (the Directory) 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.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.1

Consider and act on a final plat of Shadow Creek Estates Phase II described as Lots A3, A5 & 21R, Block A; Lots C3 & 3 through 12, Block C; Lots 1 through 8, Block D; Lots 13R, 1 through 18, Block E, being 15.710 acres of land situated in the M.E.P. & P.R.R Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas and a replat of Harbor Grove Estates Section II Lot 13, Block K, being .220 acres of land situated in the John Maloney Survey, Abstract No. 819, Town of Hickory Creek, Denton County, Texas and a replat of Shadow Creek Estates Phase I Lot 21, Block A, being 0.213 acres of land situated in the M.E.P. & P.R.R Co. Survey, Abstract No. 915, Town of Hickory Creek, Denton County, Texas



February 8, 2017
AVO 32010

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

RE: Shadow Creek Phase II Final Plat and Replat

Dear Mr. Smith:

Halff received the Final Plat and Replat of multiple lots for Shadow Creek Estates, Phase 2, dated January 25, 2017 from the Town.

At this time, Halff Associates has no further comments pertaining to this plat.

Feel free to contact me with any questions or comments at (972) 956-0801.

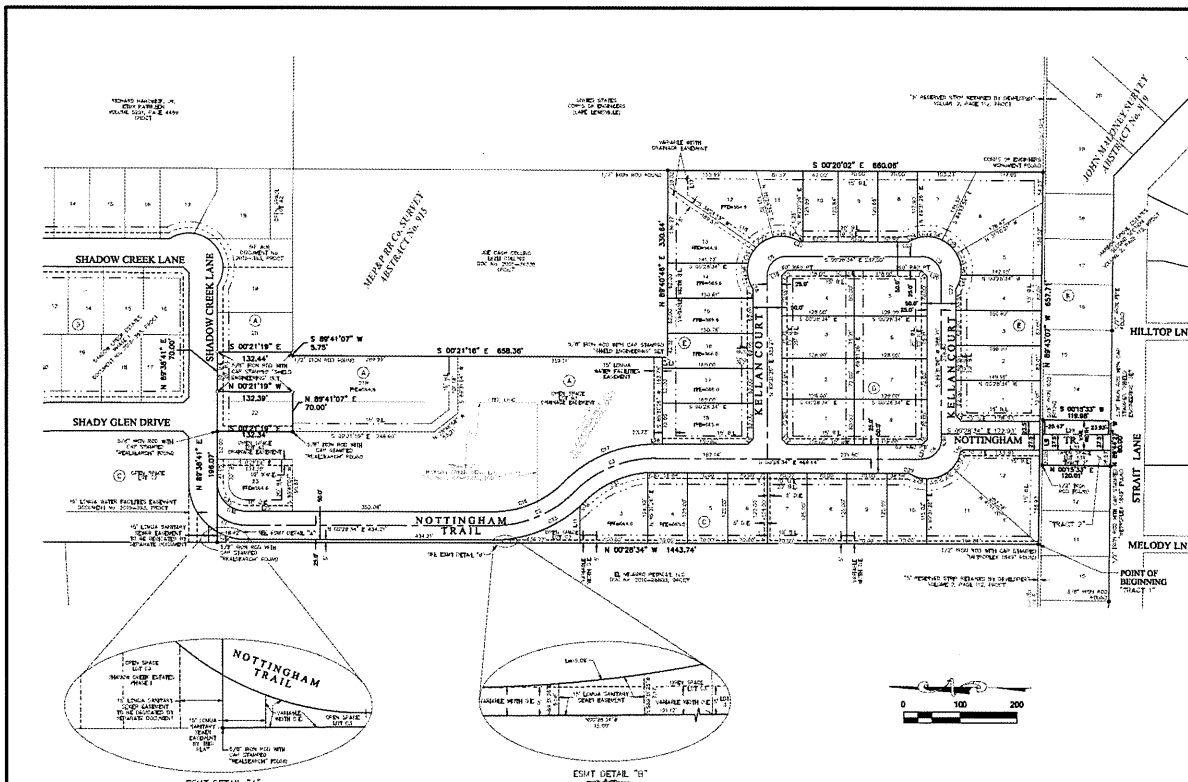
Sincerely,

HALFF ASSOCIATES, INC.
TBPE Firm No. F-312

A handwritten signature in blue ink, appearing to read "Jay Reissig".

Jay Reissig, PE

C: Town of Hickory Creek
Halff File



- NOTES:
1. THIS PLAT IS A PART OF THE SURVEY OF THE ESTATE OF RICHARD D. HAYES, DECEASED, AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SAID SURVEY.
 2. ALL RIGHTS RESERVED TO THE SURVEYOR BY HIS DEEDS, RECORDS, AND ANY OTHER INSTRUMENTS.
 3. ALL RIGHTS RESERVED TO THE SURVEYOR BY HIS DEEDS, RECORDS, AND ANY OTHER INSTRUMENTS.
 4. THIS SURVEY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SAID SURVEY.
 5. THIS SURVEY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SAID SURVEY.
 6. THIS SURVEY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SAID SURVEY.
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 11. THIS SURVEY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SAID SURVEY.
 12. THIS SURVEY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SAID SURVEY.
 13. THIS SURVEY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SAID SURVEY.
 14. THIS SURVEY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SAID SURVEY.

LOUISA SIGNATURE BLOCK

_____, day of _____, 2017, at _____, State of _____.

Signed: _____
 Notary Public, State of Texas
 LEMMA

Recommended or approved: _____

Chairman, Planning and Zoning Commission
 Title: _____

Approved and Accepted: _____

Mayor, Town of Hickory Creek, Texas
 Title: _____

The undersigned, the Town Secretary of the Town of Hickory Creek, Texas, hereby certifies that the plat hereon is a true and correct copy of the original plat as recorded in the Town of Hickory Creek and is subject to the terms and conditions of the said survey.

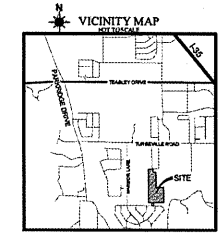
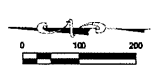
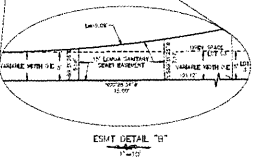
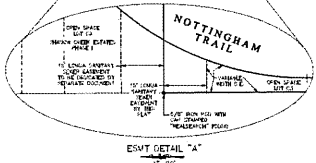
Witness my hand this _____ day of _____, 2017.

Town Secretary:
 Town of Hickory Creek, Texas

 Title: _____

PREPARED BY:
 Robert W. Hayes, Surveyor

 Title: _____



CURVE TABLE

CURVE	ANG. LEN. (DMS)	CHORD BEARS	CHORD BEARS	CHORD BEARS
1	34.90°	19.07	19.07	52.73
2	34.90°	19.07	19.07	52.73
3	103.69°	116.42	116.42	164.80
4	103.69°	116.42	116.42	164.80
5	103.69°	116.42	116.42	164.80
6	103.69°	116.42	116.42	164.80
7	103.69°	116.42	116.42	164.80
8	103.69°	116.42	116.42	164.80
9	103.69°	116.42	116.42	164.80
10	103.69°	116.42	116.42	164.80
11	103.69°	116.42	116.42	164.80
12	103.69°	116.42	116.42	164.80

CURVE TABLE

CURVE	ANG. LEN. (DMS)	CHORD BEARS	CHORD BEARS	CHORD BEARS
13	103.69°	116.42	116.42	164.80
14	103.69°	116.42	116.42	164.80
15	103.69°	116.42	116.42	164.80
16	103.69°	116.42	116.42	164.80
17	103.69°	116.42	116.42	164.80
18	103.69°	116.42	116.42	164.80
19	103.69°	116.42	116.42	164.80
20	103.69°	116.42	116.42	164.80
21	103.69°	116.42	116.42	164.80
22	103.69°	116.42	116.42	164.80
23	103.69°	116.42	116.42	164.80
24	103.69°	116.42	116.42	164.80
25	103.69°	116.42	116.42	164.80
26	103.69°	116.42	116.42	164.80
27	103.69°	116.42	116.42	164.80
28	103.69°	116.42	116.42	164.80
29	103.69°	116.42	116.42	164.80
30	103.69°	116.42	116.42	164.80

LINE TABLE

LINE	BEARING	LENGTH
L1	N 02°21'18\"/>	

SHIELD ENGINEERING GROUP, P.L.L.C.

1400 West 70th Street, Suite 200
 Dallas, Texas 75248

STATE OF TEXAS
 COUNTY OF DENTON

NOTARY PUBLIC

THIS IS TO CERTIFY THAT I have viewed the above described plat and certify that the same is a true and correct copy of the original plat as recorded in the Town of Hickory Creek, Texas, and is subject to the terms and conditions of the said survey.

Witness my hand this _____ day of _____, 2017.

_____, day of _____, 2017, at _____, State of _____.

Notary Public, State of Texas

 Title: _____

FINAL PLAT OF SHADOW CREEK ESTATES PHASE II

LOTS A3, & 21R, BLOCK A; LOTS C3 & 3-12, BLOCK C; LOTS 1-8, BLOCK D; LOTS 1-18, BLOCK E; BEING 15.711 ACRES OF LAND SITUATED IN THE M.E.P. & P.R.C. Co. SURVEY, ABSTRACT NO. 915 TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS AND A REPLAT OF HARBOR GROVE ESTATES SECOND SECTION LOT 13R, BLOCK K BEING 0.220 ACRES OF LAND SITUATED IN THE JOHN MALONEY SURVEY, ABSTRACT NO. 819 AND A REPLAT OF SHADOW CREEK ESTATES PHASE I LOT 21R, BLOCK A BEING 0.213 ACRES OF LAND SITUATED IN THE M.E.P. & P.R.C. Co. SURVEY, ABSTRACT NO. 915 TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS

 Title: _____

Shield Engineering Group, P.L.L.C.
 1400 West 70th Street, Suite 200
 Dallas, Texas 75248
 Phone: 972.984.2000
 Fax: 972.984.2001
 Email: info@shieldeng.com

DATE: 06/20/2017
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.2

Consider and act on a minor replat of lots 6A-1 and 7A in the Country Oak Estates Addition, 7.90 acres out of the S. Linthicum Survey, Abstract #1600, Town of Hickory Creek, Denton County, Texas



January 18, 2017
AVO 32010

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

RE: Country Oak Estates Addition – Minor Replat of Lot 6A-1 & Lot 7A

Dear Mr. Smith:

Halff received the Minor Replat for the Country Oak Estates Addition, dated January 16, 2017, on January 16, 2017 from the Town. The applicant is replatting an approximate 18,000 square foot portion from Lot 6A-1 to Lot 7A. **At this time, we have no comments regarding the submitted Minor Replat.**

Feel free to contact me with any questions or comments at (972) 956-0801.

Sincerely,

HALFF ASSOCIATES, INC.
TBPE Firm No. F-312

A handwritten signature in blue ink, appearing to read "Jay Reissig", is written over a faint, light blue circular stamp.

Jay Reissig, PE

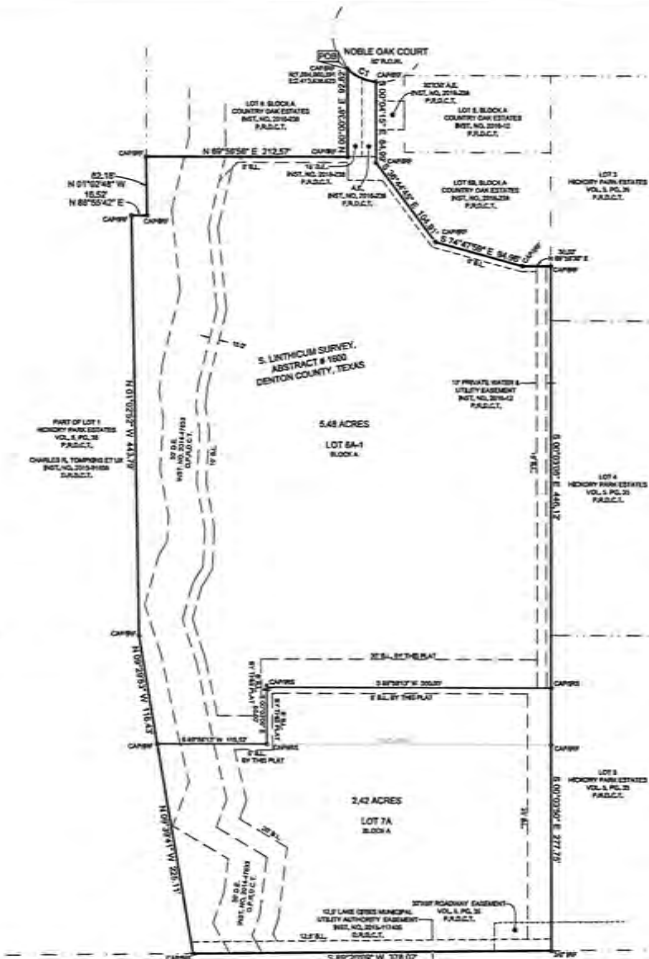
C: Town of Hickory Creek
Halff File



GENERAL NOTES:

1. ALL CORNERS ARE MARKED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNLESS OTHERWISE NOTED.
2. FLOOD STATEMENT: I HAVE REVIEWED THE F.S.M.A. FLOOD INSURANCE RATE MAP FOR THE TOWN OF HICKORY CREEK, COMMUNITY NUMBER 481189 EFFECTIVE DATE 4-19-2011 AND THAT MAP INDICATES AS SCALED THAT A PORTION OF THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 50-YEAR ANNUAL CHANCE FLOOD (500-YEAR) AS SHOWN ON PANEL 535-G OF SAID MAP.
3. THE PURPOSE OF THIS REPLAT IS TO MODIFY LOTS 6A & 7.
4. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAWS, AND IS SUBJECT TO FINES AND/OR WITH-HOLDING OF UTILITIES AND BUILDING PERMITS.
5. BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (N203), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	85.00	33.45	33.45	S 87°20'11" E	37°10'36"



OWNER'S CERTIFICATION

STATE OF TEXAS
DENTON COUNTY

WHEREAS RANDY R. WAHL AND KENNETH GRAHAM, LLC are the owners of all that certain lot, tract or parcel of land situated in the S. Linthicum Survey, Abstract Number 1000, Denton County, Texas, and being all of Lot 6A, Block A, Country Oak Estates Revised, an addition to the Town of Hickory Creek, Denton County, Texas, according to the plat recorded in Instrument 2013-238, Plat Records, Denton County, Texas, and being all of Lot 7, Block A, Country Oak Estates, an addition to the Town of Hickory Creek, Denton County, Texas according to the plat recorded in 2010-12, Plat Records, Denton County, Texas and being more fully described by metes and bounds as follows: BEGINNING at a capped iron rod found at the most Northerly Northwest corner of said Lot 6A, and also being the most Southerly Northwest corner of Lot 8, of said Country Oak Estates Revised and also being in the South line of Noble Oak Court running along said South line and along a curve to the left whose long chord bears, South 83 degrees 28 minutes 11 seconds East, 32.83 feet and whose radius is 85.00 feet and an arc length of 33.45 feet to a capped iron rod found at the most Northerly Northwest corner of said Lot 6A;

THENCE South 05 degrees 34 minutes 15 seconds East, 64.38 feet to a capped iron rod found;

THENCE South 35 degrees 44 minutes 45 seconds East, 194.91 feet to a capped iron rod found;

THENCE North 74 degrees 07 minutes 59 seconds East, 34.98 feet to a capped iron rod found;

THENCE North 89 degrees 58 minutes 36 seconds East, 30.62 feet to a capped iron rod found at the most Easterly Northwest corner of said Lot 6A and also being the Southwest corner of Lot 6B, of said Country Oak Estates Revised;

THENCE South 00 degrees 03 minutes 06 seconds East, 733.87 feet to a 3/8 inch iron rod found at the Southwest corner of said Lot 7;

THENCE South 89 degrees 20 minutes 09 seconds West, 376.62 feet to a capped iron rod found at the Southwest corner of said Lot 7;

THENCE North 09 degrees 29 minutes 53 seconds West, 341.54 feet to a capped iron rod found;

THENCE North 01 degrees 02 minutes 02 seconds West, 443.79 feet to a capped iron rod found;

THENCE North 89 degrees 05 minutes 42 seconds East, 14.52 feet to a capped iron rod found;

THENCE North 01 degrees 02 minutes 41 seconds West, 62.15 feet to a capped iron rod found at the Southwest corner of the aforementioned Lot 8;

THENCE along the common line of said Lot 8 and the tract, North 28 degrees 56 minutes 50 seconds East, 213.57 feet to a capped iron rod found at the Southwest corner of Lot 8 and a northeast corner of the herein described tract;

THENCE curving along said common line, North 05 degrees 05 minutes 38 seconds East, 83.82 feet to the PLACE OF BEGINNING and containing 7.90 acres of land more or less.

OWNER'S DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT RANDY R. WAHL AND KENNETH GRAHAM, LLC, DO HEREBY ADOPT THIS REPLAT, DESIGNATING THE HEREIN DESCRIBED PROPERTY AS LOT 6A-1 AND 7A, BLOCK A OF THE REPLAT OF LOT 6A, BLOCK A, COUNTRY OAK ESTATES REVISED ADDITION AND LOT 7, BLOCK A, COUNTRY OAK ESTATES ADDITIONAL ADDITION IN THE TOWN OF HICKORY CREEK, TEXAS AND DO HEREBY DEDICATE TO PUBLIC USE FUTURE ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

RANDY R. WAHL _____ DATE _____

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED SHIRLEY GOLDFELD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
DENTON COUNTY

KENNETH GRAHAM, LLC _____ DATE _____

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED SHIRLEY GOLDFELD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
DENTON COUNTY

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

I, KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND ON THE GROUND AND CAPPED 1/2" IRON RODS STAMPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE TOWN OF BAYTOWNE, DENTON COUNTY, TEXAS.

KENNETH A. ZOLLINGER, P.L.S., # 5312 _____ DATE _____

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS ____ DAY OF _____, 2017.

NOTARY PUBLIC, DENTON COUNTY, TEXAS
MY COMMISSION EXPIRES _____

THE UNDERSIGNED, THE TOWN SECRETARY OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING REPLAT OF THE COUNTRY OAK ESTATES REVISED SUBDIVISION OR ADDITION TO THE TOWN OF HICKORY CREEK WAS SUBMITTED TO THE TOWN COUNCIL, ON THE ____ DAY OF _____, 2017, AND THE COUNCIL, BY FORMAL ACTION, THEN AND THERE ACCEPTED THE DEDICATION OF STREETS, ALLEYS, PARKS, EASEMENTS, PUBLIC PLACES, AND WATER AND SEWER LINES, AS SHOWN AND SET FORTH IN THE UPON SAID PLAT AND SAID COULCE. FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HIS/HER NAME AS HEREINAFORE SUBSCRIBED.

WITNESS MY HAND THIS ____ DAY OF _____, 2017

TOWN SECRETARY
TOWN OF HICKORY CREEK, TEXAS

RECOMMENDED FOR APPROVAL

CHAIRPERSON, PLANNING AND ZONING COMMISSION _____ DATE _____

TOWN OF HICKORY CREEK, TEXAS

APPROVED FOR PREPARATION OF FINAL REPLAT _____ DATE _____

MAYOR, TOWN OF HICKORY CREEK, TEXAS

LEGEND

PCB = POINT OF BEGINNING
B.C.L. = INSTRUMENT NUMBER
N.F.R. = 1/2" IRON ROD FOUND
C.A.P. = CAPPED IRON ROD SET
P.A.B.C. = PLAT RECORDS DENTON COUNTY TEXAS
P.A.B.C. = PLAT RECORDS DENTON COUNTY TEXAS
P.A.B.C. = RECORD RECORDS DENTON COUNTY TEXAS



SURVEYOR:
KAZ SURVEYING, INC.
1726 WESTMINSTER STREET
DENTON, TEXAS 76208
PHONE: (846) 362-0486
TEXT: (817) 816-0210

OWNER:
RANDY R. WAHL
1858 YARBOROUGH ROAD
HICKORY CREEK, TX 75065
PHONE: (817) 781-9797

OWNER:
KENNETH GRAHAM, LLC
317 SHADE TREE STREET
MICHIGAN VILLAGE, TX 75057
PHONE: (855) 224-6720
CONTACT: KENNY WRIGHT



**MINOR REPLAT
LOT 6A-1 & LOT 7A
COUNTRY OAK ESTATES ADDITION**

BEING 7.90 ACRES OUT OF THE
S. LINTHICUM SURVEY, ABSTRACT # 1000
IN THE TOWN OF HICKORY CREEK,
DENTON COUNTY, TEXAS



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.3

Consider and act on a replat of Lots 9 and 10 in the Point Vista Addition creating Lot 9R, Block 1, Point Vista Addition, 0.248 acres situated in the W. Hammonds Survey, Abstract #405, Town of Hickory Creek, Denton County, Texas. The property is located at the eastern end of Point Vista Drive.



February 8, 2017
AVO 32010

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

RE: Point Vista – Re-Plat of Block 1, Lot 9R

Dear Mr. Smith:

Halff received the Re-Plat for the Point Vista Addition, dated February 8, 2017, on February 8, 2017 from the Surveyor of Record. The applicant is combining lots 9 and 10 in Block 1 that are owned by Willis Logan into a 0.248 Acre tract.

At this time, Halff Associates, Inc. has no further comments pertaining to this plat.

Feel free to contact me with any questions or comments at (972) 956-0801.

Sincerely,

HALFF ASSOCIATES, INC.
TBPE Firm No. F-312

A handwritten signature in blue ink, appearing to read "Jay Reissig", with a long, sweeping underline.

Jay Reissig, PE

C: Town of Hickory Creek
Halff File

VICINITY MAP
NOT TO SCALE



GENERAL PLAT NOTES

- All interior property corners are marked with a 1/2" iron rod with a green cap stamped "Eagle Surveying" unless otherwise noted.
- This property is located in "Non-shaded Zone X" as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 16, 2011 and is located in Community Number 481190 as shown on Map Number 481200000C. The location of the Flood Zone is approximate, no vertical datum was collected at the time of the survey. For the exact Flood Zone designation, please contact 1-877-FEMA-MAP.
- The purpose of this plat is to create one residential lot from 2, previously platted lots.
- The bearings shown on this survey were derived from Visionair Data Systems RTX Network and are referenced to the Texas Coordinate System of 1983, North Central Zone (4302) and are based on the American Datum of 1983, 2011 Adjustment.
- Selling a portion of this addition by metes and bounds is a violation of Town ordinance and State law, and is subject to fines and/or withholding of utilities and building permits.

TOWN APPROVAL BLOCK

APPROVED BY THE TOWN OF HICKORY CREEK FOR FILING AT THE OFFICE OF THE COUNTY CLERK OF DENTON COUNTY, TEXAS.

APPROVED BY: Planning and Zoning Commission, Town of Hickory Creek, Texas

Chairman, Planning & Zoning Commission _____ Date _____

APPROVED BY: Town Council, Town of Hickory Creek, Texas

Mayor _____ Date _____

ATTEST:

Town Secretary _____ Date _____

LEGEND

POB = POINT OF BEGINNING
IRF = IRON ROD FOUND
CRS = CAPPED IRON ROD SET

B.L. = BUILDING SETBACK LINE

SURVEYOR

EAGLE SURVEYING, LLC
210 SOUTH ELM STREET
SUITE 104
DENTON, TX 76201
940.222.3009

OWNER

WILLIS R. LOGAN
11 POINT VISTA DRIVE
HICKORY CREEK, TX 76065

JOB #: 15-12-53-RP
DATE: 8/29/2017
DRAWN BY: KR



EAGLE SURVEYING, LLC
210 SOUTH ELM STREET
SUITE: 104
DENTON, TX 76201
940.222.3009
TX FIRM # 10194177

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, Willis R. Logan, acting by and through the undersigned, is the sole owner of a tract of land situated in the W HAMMONDS SURVEY, ABSTRACT NUMBER 405, DENTON COUNTY, TEXAS, being a portion of lots 9 and 10, Point Vista Addition, an addition to the Town of Hickory Creek, Texas, according to the Plat thereof recorded in Volume 480, Page 528, Deed Records, Denton County, Texas.

The exterior boundary of said tract of land is further described as follows:

- Beginning at a 5/8" iron rod found being the Northeast corner of lot 78, Revised Plat of Point Vista Addition, Recorded in Cabinet K, Page 134, Plat Records, Denton County, Texas, being in the South line of lot 6, of the Plat of Lakeview at Point Vista, Phase 2, recorded as Document Number 1085-48000088, Post Records, Denton, and being the POINT OF BEGINNING;
- Thence S 89°57'00" E along the South line of the Plat of Lakeview at Vista Ridge and the South line of USA Tract 1-G08A a distance of 148.10 feet to the Northwest corner of lot 11, Point Vista Addition, and marked by a capped 1/2" iron rod set stamped EAGLE SURVEYING;
- Thence S 05°00'00" W along the West line of lot 11, a distance of 55.29 feet to the North line of Point Vista Drive and marked by a capped 1/2" iron rod set stamped EAGLE SURVEYING;
- Thence S 78°52'25" W along the North line of Point Vista Drive, a distance of 75.02 feet and marked by a capped 1/2" iron rod set stamped EAGLE SURVEYING;
- Thence S 20°42'15" W along said North line, a distance of 73.97 feet to the Southeast corner of lot 78, of the Revised Plat of Point Vista Addition and marked by a capped 1/2" iron rod set stamped EAGLE SURVEYING;
- Thence N 82°22'42" W along the East line of lot 78, a distance of 97.85 feet to the POINT OF BEGINNING, containing 0.248 acres more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, Willis R. Logan, acting herein by and through her duly authorized agent, does hereby adopt this plat designating the hereinabove described property as REVISED PLAT OF POINT VISTA ADDITION, an addition to the Town of Hickory Creek, Texas, and does hereby dedicate in fee simple, to the public use forever, the streets and easements shown thereon. The streets are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the Town of Hickory Creek. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Hickory Creek's use thereof. The Town of Hickory Creek and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Hickory Creek and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all existing ordinances, rules, regulations and resolutions of the Town of Hickory Creek, Texas.

WITNESS, my hand, this the _____ day of _____, 2017.

OWNER: Willis R. Logan

By: _____ Date _____

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2017.

Notary Public in and for the State of Texas

My commission expires on _____

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

THAT I, ERNEST WOORSTER, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Professional Ordinance of the Town of Hickory Creek, Texas.

Ernest Wooster, R.P.L.S. # 6500 _____ Date _____



STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: ERNEST WOORSTER, Registered Professional Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2017.

John Cox, Notary Public in and for the State of Texas

My commission expires on July 11, 2020.



REVISED PLAT
POINT VISTA ADDITION
LOT 9R, BLOCK 1

BEING 0.248 ACRES OF LAND SITUATED IN W. HAMMONDS SURVEY, ABSTRACT # 405, BEING A REVISION OF LOT 9 AND 10 OF POINT VISTA ADDITION, AN ADDITION TO THE TOWN OF HICKORY CREEK, DENTON COUNTY, TEXAS AS RECORDED IN VOLUME 480, PAGE 528, PLAT RECORDS OF DENTON COUNTY, TEXAS



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.4

Consider and act on terminating an agreement for PID administrative services between MuniCap Inc. and the Town of Hickory Creek.

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT is made as of the last date shown below by and between MuniCap, Inc. (the "Administrator") and Town of Hickory Creek, Texas (the "Town").

WHEREAS, the Town anticipates the execution of a reimbursement agreement and/or issuance of bonds for a PID created by the Town; and

WHEREAS, upon execution of the reimbursement agreement and/or issuance and sale of the bonds, the Town will need specialized services related to the administration of the PID, as more fully set forth in this Agreement; and

WHEREAS, Administrator has expertise to provide those specialized services;

NOW, THEREFORE, In consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the Administrator and the Town agree as follows:

1. This Agreement shall become effective following approval of the Town and signature by both parties. Capitalized terms not otherwise defined herein shall have the meaning given thereto in the Indenture or other PID related documents.

2. A. Administrator shall provide financial and administrative services to the Town related to the administration of the PID as described in Exhibit A, which is attached and incorporated by reference.

B. Administrator will supply all tools and means necessary to the performance of those services and production of those work products described in Exhibit A.

C. As a part of the work and services to be performed, Administrator shall furnish intermediate reports to the Town from time to time, when requested, in such form and number as may be required by the Town, and shall make such final reports as may be required by the Town concerning the work and services performed.

D. Should any errors caused by Administrator be found in any services or work products, Administrator will correct those errors, and if the errors are in final services or products, make such corrections at no additional charge, by revising the services and work products as necessary to eliminate the errors.

E. The work and services shall be performed by Administrator and no other person or corporation shall be engaged for the work or services by Administrator, except upon the written approval of the Town, provided, however, that this provision shall not apply to arbitrage rebate calculations, secretarial, clerical, and similar incidental services needed by Administrator.

3. Administrator's compensation for these services shall be as provided for in Exhibit B attached and incorporated by reference.

4. The Town shall provide access to all documents reasonably necessary to the performance of Administrator's duties under this Agreement. All such documents shall remain the property of the Town. Except as may be necessary for performance of this Agreement, and to the extent not generally known as available to the public, the Administrator shall not use or disclose information concerning the Town without prior written consent of the Town.

5. Administrator may not disclose information relating to the work and services performed under this Agreement to any person not entitled to receive it.

6. In performance of work and services under this Agreement, Administrator shall act solely as an independent contractor, and nothing contained or implied in this Agreement shall at any time to so construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venturers as between the Town and Administrator.

7. This Agreement shall terminate on repayment of the bonds. This Agreement may be canceled upon the completion of the services for any tax year with or without cause effective on 60 days notice.

8. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail and shall be effective upon confirmation of receipt. Mailed notices shall be addressed to the parties at the addresses appearing below, or such other address as given by written notice from one party to the other.

To Administrator:

Abdi Yassin
MuniCap, Inc.
1825 W Walnut Hill Lane, Suite 120
Irving, TX 75038

With a Copy to:

Keenan Rice
MuniCap, Inc.
8965 Guilford Road, Suite 210
Columbia, MD 21046

To Town:

Town of Hickory Creek

1075 Ronald Reagan Ave
Hickory Creek, TX 75065

Attn: Roger Mangum, Town Administrator

9. This Agreement, including the Exhibits, supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any modification to an exhibit) will be effective if it is in writing and signed by the parties to this Agreement.

10. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.

11. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12. The law of the State of Texas governs the interpretation of this Agreement and its attachments. Venue for any litigation regarding this Agreement or its attachments must be filed in the state district or federal district courts located in Denton County, Texas.

Executed by the Administrator this _____ day of _____, 2014:

MuniCap, Inc.

BY: _____

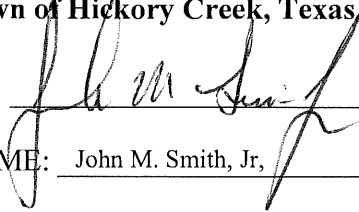


Keenan S. Rice
President

Executed by the Town this 15th day of July, 2014:

Town of Hickory Creek, Texas

BY: _____



NAME: John M. Smith, Jr,

ITS: Mayor

ATTEST:

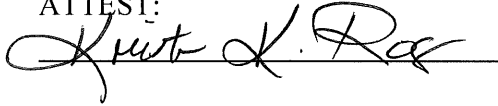


Exhibit A

Administration Services Scope of Services

Administrator shall provide services to the Town of Hickory Creek PID No. 2 in accordance with this scope of services. There are six sections to this scope of services relating to six general types of administration services provided. These six sections are as follows: (i) administrative support services related to the special assessments, (ii) delinquency management, (iii) prepayment of special assessments, (iv) arbitrage rebate, (v) continuing disclosure, and (vi) IRS compliance monitoring. The specific services to be provided by Administrator are as follows:

I. ADMINISTRATIVE SERVICES RELATED TO THE SPECIAL ASSESSMENTS

Administrative and management support services are those services associated with the annual determination of the special assessments to be collected from the property subject thereto, updating the service and assessment plan and the special assessment roll, management of bond funds and accounts, and providing public information.

A. Calculate and Allocate the Annual Installment

This task entails determining the Annual Installment to be collected from each parcel and includes the following sub-tasks:

1. Background Research

This task involves gathering and organizing the information required to form a database necessary to calculate and to allocate the Annual Installment and includes the following:

- a. Subdivision Research:** Identify parcel subdivisions and any other information relevant to the collection of the Annual Installments.
- b. Assessor's Parcel Research:** Upon publication of property tax roll, review assessor parcel maps to compile a list of the assessor's parcels that will be valid for the collection of the Annual Installments and determine the assessed value of each parcel.
- c. Ownership/Exempt Property Research:** Research changes in ownership and dedication and offers of dedication of property to public agencies and other exempt uses. Identify date property conveyed or offered to exempt entities.
- d. Database Management:** Prepare database to include all relevant property characteristics for the parcels in the District.

2. Calculate the Annual Installment to be Collected

This task involves calculating the Annual Installment to be collected and includes the following sub-tasks:

- a. **Preparation of Budget:** Prepare a budget for the PID for the subsequent fiscal year.
- b. **Calculate Other Funds Available:** Calculate other funds available, such as reserve fund income, capitalized interest, and reserve fund income to be applied to the budget.
- c. **Allocate Annual Assessment to the Assessed Lots:** Allocate the Annual Installment to be collected to the Assessed Lots in the District on the basis of the Rate and Method of Apportionment of Special Assessments.

3. Determine Amendments to the Annual Assessment Roll

This task involves determining the amendments to the Annual Assessment Roll and making those amendments pursuant to the Rate and Method of Apportionment of Special Assessments.

4. Revising Assessment Plan

This task involves updating the assessment plan to explain the research, methodology and assumptions utilized in preparation of the budget, the Annual Installment to be collected, the allocation of the Annual Installment to be collected from the Assessed Lots, and the amendments to the Annual Assessment Roll.

5. Support Services Related to Billing of Annual Installments

- a. **Present Findings to the Town:** The updated assessment plan prepared by the Administrator will be provided to the Town for its approval.
- b. **Provide Assessment Roll to Town:** The Administrator shall assist the Town with its required notification to the Town of the amount of the Annual Installments to be collected each year.
- c. **Supplemental Billing:** The Administrator shall assist the Town with any supplemental billing that should be necessary.

B. Administration of Bond Funds

This task involves the review and reconciliation of the account statements for funds and accounts maintained by the Trustee. The accounts and transactions are checked for accuracy and consistency with the Indenture.

C. Public Information

This task involves responding to telephone calls from property owners and other interested parties who have questions regarding the special assessments. These calls may be related to a tax bill or an inquiry related to the purchase or sale of property subject to the special assessments. The Administrator shall provide a toll-free phone number for property owners to call with questions. Additionally, this number may be given to people who call the Town or Town to obtain information about the special assessments.

D. Administrative Review

At the request of the Town, the Administrator shall review any notice from a property owner alleging an error in the calculation of any matters related to the Annual Assessment Roll, and if necessary, meet with the property owner, consider oral and written evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred, and take other corrective action as required to correct the error. If there is a mistake on the part of the Administrator, the Town will not be charged for the resulting correcting work and that the Administrator will provide notice to the Town of any notice from a property owner alleging an error in the calculation prior to spending any time reviewing the notice.

II. DELINQUENCY MANAGEMENT

These services are provided only if special assessments are levied and there are delinquencies in the payment of special assessments.

A. Delinquent Special Assessment Report

After the end the collection period, the Administrator will prepare a report which lists each parcel delinquent in the payment of the Annual Installment and the corresponding amount of delinquency, plus penalties.

B. Delinquency Follow-up

The Administrator will keep Trustee and Town informed of special circumstances that come to the attention of the Administrator, such as bankruptcies and foreclosures.

III. PREPAYMENT OF SPECIAL ASSESSMENTS

Administrator shall coordinate the prepayment of special assessments with the Town, trustee, property owners, and title companies. This coordination shall include calculation of the amount due to prepay the special assessment and transmittal of a letter with the prepayment amount, prepayment instructions, and the recordable form of the special assessment lien release to the title company or other such steps as required by the Indenture and related documents.

IV. ARBITRAGE REBATE SERVICES

Arbitrage rebate services encompasses those activities associated with computing the rebate liability (if any) related to the PID bonds, as applicable. The computations will be prepared as described in Section 148 (f) (2) of the Internal Revenue Code of 1986, as amended. Administrator shall coordinate the arbitrage rebate requirements of the bonds, including the following:

A. Background Research

This task involves the review of documents, including the Indenture, non-arbitrage certificate, IRS form 8038-G, trustee fund/account statements, and prior rebate reports, and consultations with bond counsel or special counsel, as needed. The funds subject to arbitrage rebate and any available exceptions will be identified. The flow of funds in the accounts with the trustee will be identified as necessary to perform the arbitrage rebate calculations.

B. Calculation of Bond Yield

This task involves preparation of a debt service table and an independent calculation of the yield on each issue. The resulting yields will be verified with those stated on the non-arbitrage certificates.

C. Calculation of Rebate Liability

This task involves computation of the allowable arbitrage earnings and comparison of the results to the actual investment earnings for each issue.

D. Preparation of Rebate Report

This task involves the preparation of a written report containing the findings of the financial analysis and an explanation of the underlying methodology followed to compute the rebate liability for each issue. In addition to identifying any arbitrage liability, each report contains a separate investment yield comparison and analysis for each fund. Standard features also include the following items as defined by U.S. Treasury Regulations:

- Explanation of calculation methodology
- Overview of applicable rebate requirements and treasury regulations
- Summary of all pertinent dates
- Identification of major assumptions
- Review of sources and uses of funds
- Bond yield calculation
- Investment yield by fund with comparison to bond yield
- Rebate liability by fund
- Aggregate liability for the issue

E. Rebate Liability Discharge

This task involves coordination of the filing of IRS Form 8038-T and providing instructions for installment payments as necessary.

F. Assistance with IRS Inquiries

This task involves providing assistance in the event of an IRS inquiry related to any PID bond issue and includes providing supporting documentation used to prepare the calculations and explanation of the calculations in a meeting with the IRS, if necessary. These services are provided on a time and material basis and are not included in the base fee.

V. CONTINUING DISCLOSURE SERVICES

A. Continuing Disclosure/Annual Report Preparation

1. Annual Report Preparation

The Administrator will prepare an annual report as required by the continuing disclosure agreements, as applicable.

2. Developer Quarterly Reports

The Administrator will request from the developer the reports due each quarter and disseminate these reports pursuant to the developer disclosure agreement.

3. Significant Event Notices

Upon notification by any responsible party or if Administrator independently becomes aware of such knowledge, Administrator will prepare notices of material events, as defined and explained in the applicable bond documents, covering the events enumerated in the bond disclosure agreements.

4. Dissemination

The Administrator will disseminate the annual reports, quarterly reports from the Developer, and notices of significant events to each of the nationally recognized municipal information repositories (NRMSIR) or to the Municipal Securities Rulemaking Board (MSRB), and the appropriate state information repository (SID) in a timely manner. The Administrator shall also disseminate information to bond holders requesting information as provided for the in the continuing disclosure agreements.

VI. IRS COMPLIANCE MONITORING

This task, as applicable, involves procedures to confirm that after the date of issuance, use of any bond-financed property (“Public Improvements”) complies with the federal income tax laws applicable to the continued tax-exemption of interest on the bonds as set forth in the tax certificate for the bonds and maintenance of appropriate tax records. This task includes the following subtasks:

A. Ownership and Transfer of Public Improvements

Confirm that all Public Improvements are owned by a public entity, as required by the applicable agreement with the developer.

B. No Post-Closing Agreements

Check with the owner of the Public Improvements to confirm that there are no post-closing agreements that give any private business user a special legal entitlement to any Public Improvement, except for those agreements reviewed by bond counsel. As an example, periodic site surveys of each Public Improvement would confirm that no user fees or tolls are being charged by a private business user.

C. No Disposition of the Public Improvements

Confirm that there have been no sales, leases, or other dispositions of any Public Improvement, except for dispositions made pursuant to remedial actions taken under Treas. Reg. § 1.141-12 (as determined by bond counsel).

D. No Modifications

Confirm that there have been no modifications to any Public Improvement, except for those which are in compliance with agreement with the developer providing for the construction of the Public Improvements or as otherwise approved by bond counsel.

E. Maintenance of Records

Confirm the adequacy of the records that support expenditures and investments of bond proceeds.

Exhibit B

Administration Services Fee Schedule

I. ADMINISTRATIVE SERVICES RELATED TO THE SPECIAL ASSESSMENTS

Administrative services, as set forth in Section I of Exhibit A, shall be provided on a time and material basis with annual estimated costs of \$15,000 to \$18,000, plus an estimate of \$2,000 to \$4,000 for one-time initial set up costs. These costs should be less once the development is complete. This estimate includes attendance at an annual meeting of the Town to review the update of the annual assessment plan. Fees shall be billed based on the number of hours worked at Administrator's hourly fee rates.

II. DELINQUENCY MANAGEMENT

Services related to delinquency management, as set forth in Section II of Exhibit A, are provided on an as needed basis at the request of the Town and are billed for based on the hours actually worked at the rates shown in the fee schedule below and the expenses actually incurred.

III. PREPAYMENTS OF SPECIAL ASSESSMENTS

Services related to prepayment of special assessments, as set forth in Section III of Exhibit A, are billed directly to the party requesting the prepayment and paid from prepayment proceeds.

IV. ARBITRAGE REBATE SERVICES

Annual arbitrage rebate is provided for a cost of \$1,250 per year plus an initial setup fee of \$500. Calculations provided each five years in-lieu of annual calculations are provided for a cost of \$4,000 plus an initial setup fee of \$500.

V. CONTINUING DISCLOSURE SERVICES

The costs of preparing the annual report and dissemination are provided on a time and material basis and are included in the estimates described above.

VI. IRS COMPLIANCE MONITORING

Services related to IRS compliance monitoring are estimated to cost \$1,500 a year with one-time set costs of \$1,500.

REIMBURSABLE EXPENSES

Out of pocket expenses are billed at actual costs without any mark up. Administrator shall check with the Town and receive approval before incurring any expense in excess of \$100.

The fees provided for herein will be increased from time to time to reflect increased costs of labor and providing services.

B. Additional Work

Services or meetings not included in the scope of work are identified as additional work and shall be billed at Administrator's prevailing hourly rates, which currently are as follows:

Title	Hourly Rate
President	\$250
Senior Vice President	225
Vice President	200
Manager	175
Senior Associate	150
Associate	135

Administrator's hourly rates shall be adjusted from time to time to reflect increased costs of labor and providing services.

Administrator shall not provide additional work without Town's prior authorization.

Administrator shall send an invoice to Town each month showing the work performed, the person performing the work, the date the work was performed, and the hourly rates for the work. The invoice shall be accompanied by a certificate to the trustee to be signed by the Town instructing the trustee to pay the invoice. Within thirty days of receiving the invoice, the Town shall forward each correctly billed invoice to the trustee with a signed certificate instructing the trustee to pay the invoice. Administrator's invoices shall be paid solely from available funds of the PID.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.5

Consider and act on an agreement for Hickory Creek Public Improvement District No. 1 Administration Services between PIDWorks, LLC. and the Town of Hickory Creek.

**AGREEMENT FOR HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 1
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District Administration Services ("Agreement") is entered into this _____ day of _____, 2017 by and between PIDWorks, LLC ("PIDWorks") and the Town of Hickory Creek, Texas ("Town").

RECITALS

WHEREAS, the Town of Hickory Creek Public Improvement District No. 1 (the "District") was created by Resolution No. 2012-0327-1 of the Town, adopted on March 31, 2012; and

WHEREAS, the Town approved Ordinance No. 2012-04-682 on April 24, 2012, approving the District service and assessment plan (the "Service and Assessment Plan"); and

WHEREAS, the Town and CTMGT Turbeville, LLC entered into a reimbursement agreement (the "Reimbursement Agreement" on April 24, 2012, which allows for the reimbursement of eligible costs to CTMGT Turbeville, LLC or its assigns; and

WHEREAS, the Town is considering the issuance of tax exempt bonds (the "Bonds") secured by the annual District assessments; and

WHEREAS, the Town requires specialized services related to the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, PIDWorks has the expertise to properly administer the District and in the event Bonds are issued, will ensure compliance with the PID Financing Agreement, the Bond Indenture, and other documents and agreements relating to the Bonds; and

WHEREAS, the Town desires to retain PIDWorks to provide District administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, PIDWorks and the Town agree as follows:

ARTICLE I

TERM OF AGREEMENT

1.0 The Agreement shall be effective as of its approval by all parties, and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article V of this Agreement.

ARTICLE II

SERVICES TO BE PROVIDED BY PIDWORKS

2.0 The scope and timing of services to be performed by PIDWorks are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.

2.1 The Services to be provided by PIDWorks under the terms of this Agreement relate only to the Town of Hickory Creek Public Improvement District No. 1.

2.2 PIDWorks agrees that its services pursuant to this Agreement shall at all times be subject to the control and supervision of the Town and nothing in this Agreement shall constitute an assignment of any right or obligation of the Town under any applicable contract, agreement, or law. PIDWorks shall not represent to any property owner or any other person that it or any of its employees are acting as the Town or employees of the Town.

2.3 No substantial changes in the scope of services shall be made without the prior written approval of PIDWorks and the Town.

2.4 PIDWorks shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit A.

ARTICLE III

PAYMENT TERMS AND CONDITIONS

3.0 In consideration for the services to be performed by PIDWorks, the Town agrees to pay PIDWorks the fees for all services and related costs and expenses set forth in Exhibit A. Beginning on February 1, 2018, and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly Invoices shall be submitted to the Town for work completed. Town agrees to pay the amount due to PIDWorks upon receipt of each invoice.

3.2 Copies of all invoices to PIDWorks for expenses, materials, or services provided to PIDWorks will accompany the invoice to the Town. Mileage will be billed at the standard IRS rate. PIDWorks will pass any third party cost thru to the Town without markup, and will not incur any expense in excess of \$200 without written consent of the Town.

ARTICLE IV
TERMINATION OF THIS AGREEMENT

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. Town shall pay PIDWorks, within 30 days of such termination, all of PIDWorks' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

ARTICLE V
GENERAL PROVISIONS

5.0 This Agreement supersedes any and all agreements, either oral or written between the parties hereto with respect to rendering of services by PIDWorks for the Town and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

5.1 This Agreement shall be administered and interpreted under the laws of the State of Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

5.2 Neither this Agreement or any duties or obligations under this Agreement may be assigned by PIDWorks without the prior written consent of the Town.

5.3 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

5.4 All records, reports, and other documents prepared by PIDWorks for the purposes of providing the services described in this Agreement shall be property of the Town. All such documents shall be made available to the Town during the course of performance of this Agreement. Any reports, studies, photographs, negatives, or other documents or drawings prepared by PIDWorks in the performance of its obligations under this Agreement shall be the exclusive property of the Town and all such materials shall be remitted to the Town by PIDWorks upon completion, termination, or cancellation of this Agreement.

5.5 The Town acknowledges PIDWorks' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of PIDWorks. This Agreement shall not in any way give rise to any requirement or obligation for PIDWorks to disclose or release any Confidential Information.

5.6 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

5.7 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

5.8 All notices, requests, demands, and other communications which are required to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To PIDWorks:

Jon Snyder
PIDWorks, LLC
1808 W. 6th Street
Austin, Texas 78703

To Town:

Town Administrator
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065

5.9 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

Executed on this _____ day of _____, 2017:

PIDWorks, LLC

BY: _____
Jon Snyder
Manager

Town of Hickory Creek

BY: _____

EXHIBIT A
SERVICES TO BE PROVIDED

❖ **BASIC DISTRICT ADMINISTRATION SERVICES**

Monthly Fee = \$500

- Prepare Annual Service and Assessment Plan Update
 - If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
 - Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
 - Update annual District assessment roll
 - Identify parcel subdivisions, conveyance to owner's associations, changes in land use, and any other information relevant to the levy of special assessments.
 - Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
 - Identify and parcels dedicated to any property types classified as exempt by the service and assessment plan.
 - Update District database with newly subdivided parcels and property type classifications.
 - Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement and administration expenses.
 - Present preliminary annual assessment roll to Town. Upon approval by Town, submit final annual assessment roll to County Tax Collector.

- Provide Public Information Request Support
 - PIDWorks will respond to any calls and or emails relating to the District. PIDWorks will only provide technical answers relating to the annual assessments or the District generally. PIDWorks will not provide any commentary on Town policy relating to PIDs.
 - If the Town receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, PIDWorks will review and provide a written response to the Town. If a calculation error occurred, PIDWorks will take corrective action as required to correct the error.

- Delinquency Management

- After the end of the annual assessment installment collection period, PIDWorks will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
- PIDWorks will advise the Town what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District Reimbursement Agreement.

❖ **ADDITIONAL DISTRICT ADMINISTRATION SERVICES**

Billed at PIDWorks’ prevailing hourly rates, which are currently as follows:

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Principal</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Associate</i>	<i>\$135</i>

**PIDWorks’ hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles.*

- Bond Issuance Consulting (to be performed only if Town agrees to issue Bonds, paid from bond proceeds)
 - PIDWorks will update the Service and Assessment Plan to comply with Bond documents.
 - PIDWorks will coordinate with Town’s bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
 - PIDWorks will prepare any additional reports or analyses as needed to successfully issue the Bonds.

- Continuing Disclosure Services (to be performed only if bonds are issued)
 - PIDWorks will prepare an annual report as required by the continuing disclosure agreements.
 - PIDWorks will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement.
 - Upon notification by any responsible party or if PIDWorks independently becomes aware of such knowledge, PIDWorks will prepare notices of material events covering the events enumerated in the disclosure agreements.
 - PIDWorks will disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.6

Consider and act on an agreement for Hickory Creek Public Improvement District No. 2 Administration Services between PIDWorks, LLC. and the Town of Hickory Creek.

**AGREEMENT FOR HICKORY CREEK PUBLIC IMPROVEMENT DISTRICT NO. 2
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District Administration Services ("Agreement") is entered into this _____ day of _____, 2017 by and between PIDWorks, LLC ("PIDWorks") and the Town of Hickory Creek, Texas ("Town").

RECITALS

WHEREAS, the Town of Hickory Creek Public Improvement District No. 2 (the "District") was created by Resolution No. 2012-0918-1 of the Town, adopted on September 18, 2012; and

WHEREAS, the Town approved Ordinance No. 2012-10-699 on October 16, 2012, approving the District service and assessment plan (the "Service and Assessment Plan"); and

WHEREAS, the Town and CTMGT Turbeville, LLC entered into a reimbursement agreement (the "Reimbursement Agreement" on October 16, 2012, which allows for the reimbursement of eligible costs to CTMGT Turbeville, LLC or its assigns; and

WHEREAS, the Town is considering the issuance of tax exempt bonds (the "Bonds") secured by the annual District assessments; and

WHEREAS, the Town requires specialized services related to the administration of the District, as more fully set forth in this Agreement; and

WHEREAS, PIDWorks has the expertise to properly administer the District and in the event Bonds are issued, will ensure compliance with the PID Financing Agreement, the Bond Indenture, and other documents and agreements relating to the Bonds; and

WHEREAS, the Town desires to retain PIDWorks to provide District administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, PIDWorks and the Town agree as follows:

ARTICLE I

TERM OF AGREEMENT

1.0 The Agreement shall be effective as of its approval by all parties, and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article V of this Agreement.

ARTICLE II

SERVICES TO BE PROVIDED BY PIDWORKS

2.0 The scope and timing of services to be performed by PIDWorks are set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference.

2.1 The Services to be provided by PIDWorks under the terms of this Agreement relate only to the Town of Hickory Creek Public Improvement District No. 2.

2.2 PIDWorks agrees that its services pursuant to this Agreement shall at all times be subject to the control and supervision of the Town and nothing in this Agreement shall constitute an assignment of any right or obligation of the Town under any applicable contract, agreement, or law. PIDWorks shall not represent to any property owner or any other person that it or any of its employees are acting as the Town or employees of the Town.

2.3 No substantial changes in the scope of services shall be made without the prior written approval of PIDWorks and the Town.

2.4 PIDWorks shall supply all tools and means necessary to perform the services and production of the work product described in Exhibit A.

ARTICLE III

PAYMENT TERMS AND CONDITIONS

3.0 In consideration for the services to be performed by PIDWorks, the Town agrees to pay PIDWorks the fees for all services and related costs and expenses set forth in Exhibit A. Beginning on February 1, 2018, and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly Invoices shall be submitted to the Town for work completed. Town agrees to pay the amount due to PIDWorks upon receipt of each invoice.

3.2 Copies of all invoices to PIDWorks for expenses, materials, or services provided to PIDWorks will accompany the invoice to the Town. Mileage will be billed at the standard IRS rate. PIDWorks will pass any third party cost thru to the Town without markup, and will not incur any expense in excess of \$200 without written consent of the Town.

ARTICLE IV
TERMINATION OF THIS AGREEMENT

4.0 Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek damages. Town shall pay PIDWorks, within 30 days of such termination, all of PIDWorks' fees and expenses actually accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

ARTICLE V
GENERAL PROVISIONS

5.0 This Agreement supersedes any and all agreements, either oral or written between the parties hereto with respect to rendering of services by PIDWorks for the Town and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

5.1 This Agreement shall be administered and interpreted under the laws of the State of Texas. This Agreement shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall remain in full force and effect.

5.2 Neither this Agreement or any duties or obligations under this Agreement may be assigned by PIDWorks without the prior written consent of the Town.

5.3 The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

5.4 All records, reports, and other documents prepared by PIDWorks for the purposes of providing the services described in this Agreement shall be property of the Town. All such documents shall be made available to the Town during the course of performance of this Agreement. Any reports, studies, photographs, negatives, or other documents or drawings prepared by PIDWorks in the performance of its obligations under this Agreement shall be the exclusive property of the Town and all such materials shall be remitted to the Town by PIDWorks upon completion, termination, or cancellation of this Agreement.

5.5 The Town acknowledges PIDWorks' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of PIDWorks. This Agreement shall not in any way give rise to any requirement or obligation for PIDWorks to disclose or release any Confidential Information.

5.6 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

5.7 Should either party commence any legal action or proceeding against the other based upon this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

5.8 All notices, requests, demands, and other communications which are required to be given under this agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To PIDWorks:

Jon Snyder
PIDWorks, LLC
1808 W. 6th Street
Austin, Texas 78703

To Town:

Town Administrator
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065

5.9 The parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

Executed on this _____ day of _____, 2017:

PIDWorks, LLC

BY: _____
Jon Snyder
Manager

Town of Hickory Creek

BY: _____

EXHIBIT A
SERVICES TO BE PROVIDED

❖ **BASIC DISTRICT ADMINISTRATION SERVICES**

Monthly Fee = \$700

- Prepare Annual Service and Assessment Plan Update
 - If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
 - Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
 - Update annual District assessment roll
 - Identify parcel subdivisions, conveyance to owner's associations, changes in land use, and any other information relevant to the levy of special assessments.
 - Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
 - Identify and parcels dedicated to any property types classified as exempt by the service and assessment plan.
 - Update District database with newly subdivided parcels and property type classifications.
 - Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement and administration expenses.
 - Present preliminary annual assessment roll to Town. Upon approval by Town, submit final annual assessment roll to County Tax Collector.

- Provide Public Information Request Support
 - PIDWorks will respond to any calls and or emails relating to the District. PIDWorks will only provide technical answers relating to the annual assessments or the District generally. PIDWorks will not provide any commentary on Town policy relating to PIDs.
 - If the Town receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, PIDWorks will review and provide a written response to the Town. If a calculation error occurred, PIDWorks will take corrective action as required to correct the error.

- Delinquency Management

- After the end of the annual assessment installment collection period, PIDWorks will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
- PIDWorks will advise the Town what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District Reimbursement Agreement.

❖ **ADDITIONAL DISTRICT ADMINISTRATION SERVICES**

Billed at PIDWorks’ prevailing hourly rates, which are currently as follows:

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Principal</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Associate</i>	<i>\$135</i>

**PIDWorks’ hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles.*

- Bond Issuance Consulting (to be performed only if Town agrees to issue Bonds, paid from bond proceeds)
 - PIDWorks will update the Service and Assessment Plan to comply with Bond documents.
 - PIDWorks will coordinate with Town’s bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
 - PIDWorks will prepare any additional reports or analyses as needed to successfully issue the Bonds.

- Continuing Disclosure Services (to be performed only if bonds are issued)
 - PIDWorks will prepare an annual report as required by the continuing disclosure agreements.
 - PIDWorks will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement.
 - Upon notification by any responsible party or if PIDWorks independently becomes aware of such knowledge, PIDWorks will prepare notices of material events covering the events enumerated in the disclosure agreements.
 - PIDWorks will disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.7

Consider and act on the Second Amendment to an Interlocal Cooperation Agreement between Denton County, Texas and the Town of Hickory Creek, Texas associated with the reconstruction of Main Street.

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

**SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN DENTON COUNTY, TEXAS, AND THE TOWN OF HICKORY CREEK,
TEXAS**

THIS SECOND AMENDMENT is made and entered into by and between Denton County, Texas, a political subdivision of the State of Texas, hereinafter “the County,” and the Town of Hickory Creek, Texas, a duly incorporated municipality, hereinafter “the Town.” The County and the Town are collectively referred to herein as “the Parties.” On October 7, 2014, the Parties entered into an Interlocal Cooperation Agreement under Denton County Commissioners Court Order No. 14-0737, hereinafter “the original Agreement,” for the purpose of providing for design, right-of-way acquisition, utility relocations, and construction associated with the reconstruction of Main Street from Lake Dallas Drive to Corps Park Entrance as a two-lane concrete roadway in the amount of ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000.00), hereinafter “the Project.” On April 12, 2016, under Denton County Court Order No. 16-0241, the Parties entered into the First Amendment to the Interlocal Cooperation Agreement increasing the total amount of the Project to an amount which shall not exceed THREE MILLION THREE HUNDRED THIRTY-NINE THOUSAND FIVE AND NO/100 DOLLARS (\$3,339,005.00).

WHEREAS, the Parties to the original Agreement now intend to amend Section II in order to reflect a total revised Project cost which shall not exceed THREE MILLION FOUR HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED NINETY-NINE AND 91/100 DOLLARS (\$3,474,899.91); and

WHEREAS, the Parties to the original Agreement now intend to amend Section III to reflect an increase in the County’s contribution toward satisfactory completion of the Project to a revise total not to exceed THREE MILLION TWO HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED NINETY-NINE AND 91/100 DOLLARS (\$3,274,899.91); and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in the original Agreement and as contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the

Town hereby agree to amend Section II and Section III of the original Agreement. All other terms and conditions of the original Agreement are hereby affirmed by the Parties. The amended portions of the original Agreement are as follows:

AMENDED SECTION II.

The County and the Town hereby agree that the Project shall have a total revised estimated cost of completion which shall not exceed THREE MILLION FOUR HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED NINETY-NINE AND 91/100 DOLLARS (\$3,474,899.91).

AMENDED SECTION III.

The County and the Town hereby agree that the County shall contribute a revised amount toward satisfactory completion of the Project which shall not exceed THREE MILLION TWO HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED NINETY-NINE AND 91/100 DOLLARS (\$3,274,899.91), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

* * *

This Amendment to the original Agreement shall replace and supersede Section II and Section III of the original Agreement between the Parties. **All other provisions of the original Agreement shall remain in full force and effect unless modified by subsequent written amendment signed by both of the Parties to the original Agreement.**

This Amendment may be executed in multiple counterparts, attached to the original Agreement, and shall collectively constitute an Amendment to the original Agreement. All other terms and conditions of the original Agreement are hereby affirmed by the Parties.

Executed this _____ day of _____, 2017.

DENTON COUNTY, TEXAS
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

TOWN OF HICKORY CREEK, TEXAS
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

By: _____
Honorable Mary Horn
Denton County Judge
Acting by and on behalf of the authority of
Denton County Commissioners Court

By: _____
Honorable Lynn Clark, Mayor
Town of Hickory Creek, Texas
Acting by and on behalf of the
Town of Hickory Creek, Texas

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
Town Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Assistant District Attorney

By: _____
Town Attorney

COUNTY AUDITOR'S CERTIFICATE

I hereby certify that funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

Denton County Auditor

**APPROVAL OF SECOND AMENEDMENT TO INTERLOCAL COOPERATION
AGREEMENT BETWEEN DENTON COUNTY, TEXAS, AND THE TOWN OF HICKORY
CREEK, TEXAS**

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, hereby agrees to amend Section II and Section III of the original Agreement which was approved on October 7, 2014, under Denton County Commissioners Court Order No. 14-0737. The Second Amendment to the Interlocal Cooperation Agreement amends Section II of the original Agreement to reflect an increase in the revised total estimated cost of completion of the Project in an amount not to exceed THREE MILLION FOUR HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED NINETY-NINE AND 91/100 DOLLARS (\$3,474,899.91) and amends Section III of the original Agreement to reflect a revised total contribution toward satisfactory completion of the Project by Denton County in an amount which shall not exceed THREE MILLION TWO HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED NINETY-NINE AND 91/100 DOLLARS (\$3,274,899.91). The Commissioners Court hereby gives its specific written approval to the Second Amendment to Interlocal Cooperation Agreement, prior to beginning of the Amended Project in satisfaction of Texas Government Code §791.014.

All other terms and conditions and provisions of the original Agreement are hereby affirmed by the Parties and shall remain in full force and effect unless modified by a subsequent written amendment signed by all of the Parties to original Agreement.

Denton County, Texas, hereby gives its specific written approval of the Project prior to beginning the Project in satisfaction of the requirements of the Interlocal Cooperation Act, Texas Government Code 791.

By vote on the date below, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.8

Discussion regarding the Town's Code of Ordinances, Chapter 4: Business Regulations; Article 4.06 Oil and Gas Wells.

CHAPTER 4 BUSINESS REGULATIONS

ARTICLE 4.06 OIL AND GAS WELLS*

ARTICLE 4.06 OIL AND GAS WELLS*

Division 1. Generally

Division 1. Generally

Sec. 4.06.001 Purpose

The exploration, development, and production of oil, gas and other mineral hydrocarbons in the town is an activity which necessitates reasonable regulations. Such regulations will prevent or lessen injury or property damage to citizens and make these activities conform to the town's comprehensive plan and zoning ordinances. Conflicting property rights exist in such activities and all property owners, mineral and otherwise, have the right to peaceably enjoy their property and its benefits and revenues. This article implements reasonable regulations for present and future mineral activities to protect the health, safety, and general welfare of the public and accomplish the orderly and practical production of available mineral resources. (1999 Code, sec. 4.601)

Division 1. Generally

Sec. 4.06.002 Definitions

Every technical or oil and gas industry word or phrase used herein and not specifically defined shall have that meaning customarily attributable thereto by prudent operators in the oil and gas industry. For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Abandonment. As defined by the state railroad commission and includes the restoration of the drill site as required by this article.

Commission. The state railroad commission.

Consultant. A person familiar with and educated in the oil and gas industry who has been retained by the town.

Desertion. The cessation of the operation at any drill site without compliance with the provisions of this article relating to suspended operations, idle wells, or abandonment.

Disposal well. Any well drilled or intended to be drilled, including solutions and liquids containing solids in suspension, produced from any such well.

Drill site. The premises used during the drilling or reworking of a well.

Drilling. Any digging or boring of a new well to explore, develop, or produce oil, gas, or other hydrocarbons, or to inject gas, water, or any other fluid or substance into the earth.

Drilling equipment. The derrick, all parts and appurtenances to such structure, and every piece of apparatus, machinery, or equipment used, erected, or maintained for use in connection with drilling.

Exploration. Geologic or geophysical activities, including seismic surveys, related to the search for oil, gas, or other subsurface hydrocarbons.

Gas. Any fluid, either combustible or noncombustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at standard temperature and pressure conditions, and/or the gaseous components or vapors occurring in or derived from petroleum or natural gas.

Gas well. Any well drilled, to be drilled, or used for the intent or actual production of natural gas.

High impact area. Any residential or commercial neighborhood zone where there is an existing residential or commercial neighborhood use in the area of the proposed oil or gas operation.

Lessee. A person who has executed an oil or gas lease or sublease, or the owner of the land or minerals, or his heirs, who conducts or carries on any oil or gas exploration, development, and operation thereof, or a person conducting the operation for himself or others.

Lessor. The owner of surface or mineral rights who has executed a lease.

Maintenance. The repair or replacement of any machinery, equipment, apparatus, structure, facility, or parts used in connection with an oil or gas operation, site, drill site, or any other work necessary to reduce fire hazards or hazards to employees, public health, safety, and welfare.

New well. A new well bore or new hole established at the ground surface and shall not include reworking of an existing well which is not abandoned.

Oil or gas operation site. The physical location where oil or gas operations are conducted.

Oil well. Any well drilled, to be drilled, or used for the intended or actual production of liquid petroleum or petroleum products or enhanced recovery.

Operator. Any person drilling, maintaining, operating, pumping, or in control of a well. If the operator is not the lessee under an oil or gas lease of any premises affected by the provisions of this article, then such lessee shall also be deemed to be an operator. If no oil or gas lease exists relating to any premises affected by this article, the owner of the fee estate in the premises shall be deemed an operator.

Owner. A person who owns the legal or equitable title in and to the surfaces of the drill site or oil or gas operation site.

Permit. A drilling permit issued or sought to be issued under this article authorizing the drilling of an oil or gas well or other oil operations.

Permittee. A person who is issued a permit authorizing oil or gas operations, and his heirs, administrators, executors, successors, and assigns.

Person. A natural person, corporation, association, partnership, receiver, trustee, guardian, executor, administrator and a fiduciary or representative of any kind.

Processing. The use of oil operations for gauging, recycling, compressor repressuring, injection, reinjection, dehydration, stimulation, separation (including but not limited to separation of liquids from gas), shipping and transportation, and gathering oil, gas, other hydrocarbon substances, water or any combination thereof.

Property owner. The real property surface record owner(s).

Reworking. Reoccupation or reentry of an existing well within the existing bore hole or by deepening or sidetrack operations which do not extend more than one hundred fifty (150) horizontal feet from the existing well bore, or replacement of well liners or casings.

Right-of-way. Any street, highway, sidewalk, alley, avenue, recessed parking area, or other public rights-of-way, including the entire right-of-way.

Rural area. An area characterized by open space involving a proposed drill site of not less than twenty-five (25) acres with no operations to be conducted within two thousand feet (2,000') of a residence, school, or commercial use as defined by the town zoning ordinance.

Seismic exploration. The exploration of subsurface geologic condition by the measurement of direct, refracted, and/or reflected or pressure waves within any number of subsurface geologic units. Seismic exploration typically involves the generation of sound or pressure waves by the use of explosives or vibration devices and data collection by the use of geophones or hydrophones.

Sump or sump pit. An earthen pit, commonly known as a mudpit, lined or unlined for the discharge of oil field wastes.

Titles. When the title of any town official is used herein, it shall include that named official and any duly authorized representative.

Well. A hole(s) or bore(s) to any horizon, formation or strata for the purpose of producing any oil, gas, liquid hydrocarbon, brine water, sulphur water or for use as an injection well for secondary recovery or disposal or production of oil, gas, or other hydrocarbons from the earth.

Well servicing. Maintenance work performed in any existing well which does not involve drilling or reworking.

(1999 Code, sec. 4.602)

Division 1. Generally

Sec. 4.06.003 Penalty

(a) Except as specifically provided otherwise, a any person violating any of the provisions of this article shall be deemed guilty of a class C misdemeanor upon conviction and shall be fined in accordance with the general penalty in [section 1.01.009](#) of this code for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

(b) If the governing body of the town determines that a violation of this article creates a threat to the public safety, the town may bring suit in the district court of the county in which the person who committed the offense resides or has an office to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity. The town is not required to give bond as a condition to the issuance of injunctive relief.

(1999 Code, sec. 4.620)

Division 1. Generally

Sec. 4.06.004 Town engineer's duties

(a) The town engineer is authorized and directed to enforce this article. Whenever necessary to enforce any provision of this article, or whenever the town engineer has reasonable cause to believe any condition exists upon any premises or in any building contrary to this article, the town engineer or his designated representative may enter such place at any reasonable time to inspect or perform any duty imposed by this article. The cost of the town engineer's review shall be borne by the applicant.

(b) If entry is refused, the town engineer shall have recourse to every remedy provided by law and equity to gain entry. No owner or occupant or any other person having charge, care, custody, or control of any building or premises shall fail or neglect after proper demand to permit prompt entry by the town engineer.

(c) The town engineer shall determine the necessity of hiring a consultant. If such is necessary, all fees will be paid by the applicant. The town engineer may require additional or supplemental information before action is taken on an application. The town engineer shall provide the applicant with an opportunity to withdraw such application prior to engaging the services of a consultant. The applicant shall be required to pay to the consultant a retainer to cover the cost of the services prior to the consultant's commencement of the work.

(1999 Code, sec. 4.603)

Division 1. Generally

Sec. 4.06.005 Location

(a) No oil or gas drill site or operation may be located:

- (1) Within fifty feet (50') of any street, right-of-way, alley, or utility easement.
 - (2) Within one thousand feet (1,000') of the property line of a cemetery, park, public or private water supply well, or residential unit, without a notarized waiver by the residential unit property owner and the party entitled to occupy the premises.
 - (3) Within one thousand feet (1,000') of the property line of any school or hospital.
 - (4) In any public park unless authorized by state law.
 - (5) In any town streets or alleys.
- (b) No drilling or reworking shall occur within three hundred feet (300') of any oil storage tank, ignition source, or building.

(1999 Code, sec. 4.608)

Division 1. Generally

Sec. 4.06.006 Use of streets and alleys

- (a) No permittee shall make any excavations for any purpose or construct any lines for conveyance of fuel, water or mineral on, under or through the streets or alleys or other land of the town without an express easement or right-of-way license from the town, at a price to be agreed upon, and then only in strict compliance with this article and any other ordinance of the town and the specifications established by the department of public works.
- (b) The digging up, breaking, excavating, tunneling, undermining, breaking up, or damaging of any street, as herein defined, or leaving upon any street any earth or other material or obstruction, shall not be permitted unless such persons shall first have obtained written permission from the department of public works, and then only in compliance with specifications established by such department.
- (c) No well shall be drilled and no permit shall be issued for any well to be drilled at any location which is within any of the streets or alleys of the town and/or streets or alleys shown by the comprehensive plan of the town, and no street shall be blocked or encumbered or closed in any drilling or production operation or for any mineral exploration unless prior consent is obtained from the town council, and then only temporarily.

(1999 Code, sec. 4.615)

Division 1. Generally

Sec. 4.06.007 Insurance

The operator shall carry a policy(ies) of insurance issued by an insurance company or companies authorized to do business in the state. The insurance policy or policies required as part of the application shall provide that they shall not be canceled without prior written notice to the town secretary at least thirty (30) days before the effective date of such cancellation. If such insurance policy or policies are canceled, the permit shall terminate on such date of cancellation and the operator's right to operate under such permit shall cease until the operator files additional insurance as provided herein. The policy(ies) in the aggregate shall provide for the following minimum coverages:

- (1) Standard insurance policies required.
 - (A) Commercial general liability policy.
 - (B) Automobile liability policy.
 - (C) Workers' compensation policy.
- (2) General requirements applicable to all policies.
 - (A) General liability and automobile liability insurance shall be written by a carrier with A:VIII or better rating in accordance with the current Best Key Rating Guide.
 - (B) Only insurance carriers licensed and admitted to do business in the state will be accepted.
 - (C) Deductibles shall be listed on the certificate of insurance and are acceptable only on a per-occurrence basis for property damage only.
 - (D) Claims-made policies will not be accepted.
 - (E) The town, its officials, employees and volunteers are to be added as additional insureds to the general liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the owner, its officials, employees or volunteers.
 - (F) A waiver of subrogation in favor of the owner with respect to workers' compensation insurance must be included.
 - (G) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the town.
- (3) Commercial general liability.
 - (A) Minimum combined single limit of \$5,000,000.00 per occurrence for bodily injury and property damage.
 - (B) Coverage shall be at least as broad as Insurance Services Office Number CG 00 01.

(C) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

(4) Automobile liability.

(A) Minimum combined single limit of \$500,000.00 per occurrence for bodily injury and property damage.

(B) The business auto policy must show symbol “1” in the covered autos portion of the liability section in item 2 of the declarations page.

(5) Workers’ compensation.

(A) Employer’s liability limits of \$100,000.00 for each accident is required.

(B) Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04, shall be included in this policy.

(6) Certificates of insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions:

(A) The company is licensed and admitted to do business in the state.

(B) Insurance set forth by the insurance company is underwritten on forms which have been provided by the state department of insurance or ISO.

(C) Setting forth all endorsements and insurance coverages according to requirements and instructions contained herein.

(D) Specifically setting forth the notice of cancellation, termination, or change in coverage provisions to the town.

(E) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

(7) The individual designated to receive notice shall be a resident of the state upon whom all orders and notices provided in this article may be served in person or by registered or certified mail. Every operator shall within ten (10) days notify the town secretary in writing of any change in such individual or mailing address unless operations in the town are discontinued and abandonment is completed.

(1999 Code, sec. 4.611)

Division 1. Generally

Secs. 4.06.008–4.06.040 Reserved

ARTICLE 4.06 OIL AND GAS WELLS*

Division 2. Permits

Division 2. Permits

Sec. 4.06.041 Required

- (a) It shall be unlawful and an offense for any person acting either for himself or acting as an agent, employee, independent contractor, or servant for any person to participate in oil, gas or other hydrocarbons production activity within the corporate limits of the town without a permit having first been issued as provided for by the terms of this article. Additionally, a permit shall be required when the primary access to the drilling site is by way of a town street or public right-of-way. Applications for such permits shall be available from the town secretary.
- (b) When a permit has been issued for the mineral exploration or the drilling of a well, such permit shall constitute sufficient authority for drilling, operation, production, gathering of production, maintenance, repair, reworking, testing, site preparation consisting of rigs or tank batteries, plugging and abandonment of the well, and any other activity associated with mineral exploration. Such permit shall also constitute sufficient authority for the construction and use of all facilities reasonably necessary or convenient in connection therewith, including gathering lines and discharge lines by the permittee and its employees, agents and contractors. However, in no case will any issued permit be applicable to more than one well.
- (c) As to all wells, water and/or repressurizing or induction facilities and such other facilities as may be covered by this article existing or previously permitted within the corporate limits of the town on the effective date of this article (ordinance adopted January 9, 2004) or which are in existence at the time the land upon which the same are situated is annexed to the town, no additional permit or filing fee shall be required.
- (d) Permits shall be designated by the type of activity and the character of the area. There shall be the following types of permits: high impact, rural and seismic. Any proposed activity which will be conducted in more than one designated type of area shall be required to follow the permit procedure for the most restrictive area included therein.
- (e) Before filing a site plan or preliminary plat, the mineral owner shall notify the surface owner by certified mail, return receipt requested, and show proof of such notice to the town.
- (f) The applicant shall complete the application and deliver it and any additional required information to the town secretary. Any costs of processing the application, including any unpaid fees of a consultant, shall be paid by the applicant prior to the public hearing.
- (g) All permits require council approval. The council shall review the application, the town engineer's report and any other related information. The council may require any change in the operations, plan, design, layout, fencing, screening, lighting, or other matters reasonably required by the public interest.

(1999 Code, sec. 4.604)

Division 2. Permits

Sec. 4.06.042 Application contents

The application shall include full information, including the following:

- (1) The application fee provided for in the fee schedule in appendix A to this code, which may be amended as set by the town fee schedule in effect and as may be amended from time to time;
- (2) The date of the application;
- (3) Name, address and telephone numbers for the mineral lessee, operator/applicant and surface owner;
- (4) For rural permits, the names and addresses of all property owners within 2,000 feet of the drill site property perimeter. For high impact permits, the names and addresses of all property owners within 5,000 feet of the drill site property perimeter;
- (5) Site plan of the proposed operation showing the location of all improvements and equipment;
- (6) Map showing the proposed operation route and roads for equipment, chemicals, or waste products used or produced by the oil or gas operation;
- (7) Description of type, kind, size, and amount of major equipment used before and after completion of drilling and reworking;
- (8) Location and description of all improvements and structures within 500 feet of the well;
- (9) Location of compressor, compressor control, or safety devices with explanation of operating characteristics of each in any application for a permit for a gas repressurizing or injection facility;
- (10) Name of representative with supervisory authority over all oil and gas operation site activities and a phone number where such person can be reached twenty-four (24) hours a day;
- (11) Legal description of the property to be used for the oil or gas operation, the parcel, and the production unit (plat description or metes and bounds bearings) and name of the geologic formation as used by the commission. Property recorded by plat should reference subdivision, block and lot numbers;
- (12) Proposed well name;
- (13) Name and address of an individual designated to receive notice;

- (14) Evidence of insurance information as required by this article;
- (15) A survey of the production unit at a scale of 1 inch per 300 feet or greater by a certified surveyor including:
 - (A) Lengths and bearings of all boundary lines for production;
 - (B) Exact acreage of the production unit;
 - (C) Exact location of the well within the production unit with distances of a minimum of two (2) adjacent boundary lines of the production unit;
 - (D) Length of maximum diagonal within the production unit;
 - (E) Geologic sections of the target production zone;
- (16) Proposed bore hole size, casing program and cementing program;
- (17) The proposed depth of the well;
- (18) Method of well completion;
- (19) Type of drilling (i.e., vertical shaft, horizontal shaft, and/or slant hole);
- (20) Copies of all reports required by the state commission on environmental quality and state railroad commission;
- (21) Required utilities during and after drilling and completion;
- (22) Potential impact on noise, air, land, subsurface and water resources;
- (23) Projected life of production well;
- (24) Control methods for fire and fugitive oil and gas emissions;
- (25) Hours of drilling and completion operations;
- (26) Copies of commission forms and drilling permit; and
- (27) Statement under oath signed by the applicant that the information submitted in the application is true and correct.

(1999 Code, sec. 4.605)

Division 2. Permits

Sec. 4.06.043 Application review

- (a) The town engineer will review and report to the town council on all applications received by the town.

(b) The town secretary shall forward any application and supporting materials to the town engineer for review.

(c) The town engineer shall review the application within 30 days of filing. He will review the nature and location of the proposed oil or gas operation and make recommendations to the council about site plan design, construction, installation, operation, and maintenance of the proposed oil or gas operation and/or storage facility, and, if applicable, the following:

- (1) Alternate well location due to adjacent land uses.
- (2) Air pollution control devices.
- (3) Noise and odor control devices.
- (4) Type of pump engine.
- (5) Height of pump equipment.
- (6) Fire control measures, as required by this article.
- (7) Fencing, visual screening, and/or landscaping as may be required by this article.
- (8) Proof of contractual responsibilities of pump site and storage site maintenance.
- (9) Safety procedures.
- (10) Special handling, storage, or disposal of sludge/waste.
- (11) Hours of pumping operation.
- (12) Gas flaring.
- (13) Location of storage facilities.
- (14) Traffic loads or patterns, proposed street development, as required by this article, and ingress/egress of vehicular traffic.
- (15) Water source used during drilling operation.
- (16) Full line location and route between the wellhead and storage facilities.

(d) Screening and landscaping.

(1) Unless otherwise required, fencing, screening and landscaping shall be within the discretion of the town engineer based upon the impact to adjacent areas.

(2) Fencing may be required during the drilling operations and/or separate fencing may be required after completion of the drilling operations.

(3) A six-foot (6') solid screen fence around the entire perimeter of the site may be required.

- (4) Any fence should be at least one hundred feet (100') from any well, equipment, or structure within the site, but no closer than eight hundred feet (800') to any residential property line.
 - (5) All fencing shall be of a solid neutral color compatible with surrounding uses and shall be maintained in a neat, orderly, secure condition. Neutral colors for fencing shall include unobtrusive shades of sand, gray, green, blue, brown, or other colors approved by the town engineer.
 - (6) Upon completion of a well as a commercial producer, any apparatus used in the production of the well, including pump jacks, shall be enclosed with solid privacy fence material as to prevent any entry by unauthorized persons and to prevent well equipment from being seen. The enclosure shall remain locked at all times unless the well is being serviced by the operator or its service companies.
 - (7) All sites in high impact areas shall have landscaping and shall be screened by a fence enclosure constructed of any material compatible with surrounding uses which effectively screens the site. Such shall be completed within thirty (30) days after completion of drilling or reworking, or within thirty (30) days after activation of an idle well in a high impact or urban area.
 - (8) If landscaping or fencing for a rural or seismic application is required by the town engineer, such shall be completed within sixty (60) days after completion of drilling or reworking, or within sixty (60) days after activation of an idle well.
 - (9) Upon permit renewal, if the town engineer determines the impact of the area has changed from rural to high impact, screened fencing and landscaping shall be required within thirty (30) days.
- (e) Before any oil or gas operation begins, all private roads used for access to the site and the site itself shall be surfaced with crushed rock, gravel, or ore, or oiled and continuously maintained to prevent dust and mud. Roads shall be at least thirty feet (30') wide and shall provide for area drainage. These requirements may be altered at the discretion of the town engineer after consideration of all circumstances, including but not limited to the following:
- (1) Distances from public streets and highways and adjoining and nearby property owners whose surface rights may or may not be leased by the operator;
 - (2) The purpose for which the property of such owners is or may be used;
 - (3) Topographical features;
 - (4) Nature of the soil; and
 - (5) Exposure to wind.
- (f) Upon completion of review, the town engineer will make a written report and recommendation to the town council. The recommendation and report must be completed within sixty (60) days of receipt of an application. If a consultant is retained, the town

engineer will have thirty (30) days from receipt of the consultant's report to issue recommendations

(1999 Code, sec. 4.606)

Division 2. Permits

Sec. 4.06.044 Application processing

(a) High impact area permits.

(1) After a high impact permit application is submitted, the town engineer, if deemed necessary, may retain a consultant to evaluate the public impact of the proposed activity. The consultant shall study the application, proposed site, and proposed operations or drilling program, and shall draft recommended restrictions or conditions to be appended to the permit if issued, including but not limited to minimum separation distance for drilling or other operations, maximum pressures for anticipated operations, minimum test procedures for equipment, special safety equipment and procedures, and prohibited operations or techniques. The consultant shall recommend noise reduction levels and screening where deemed appropriate. The recommendation shall be completed and delivered to the town engineer and applicant within thirty (30) days after the consultant is retained. The applicant shall pay for the cost of the consultant's study and recommendations prior to the public hearing.

(2) After the town engineer's report is received by the town, the town secretary shall cause a notice of public hearing to be published in the official newspaper of the town, as designated by the governing body. In no event will a public hearing be held earlier than 15 days from the date of publication.

(3) All persons with property located within five thousand feet (5,000') of the proposed drill site property perimeter, as shown by the latest county appraisal district certified tax rolls, shall be notified of the public hearing by certified mail, return receipt requested. The applicant shall pay a fee provided for in the fee schedule in appendix A to this code for each notification letter. These fees will be paid as part of the application process pursuant to [section 4.06.042\(1\)](#). No notification letter shall be necessary if the applicant files a consent form, supplied by the town secretary, signed and notarized, by each such property owner.

(4) At the public hearing, the recommendation of the consultant and/or the town engineer shall be presented and any interested party shall be allowed to speak for or against the issuance of a permit. After the conclusion of the hearing, the council shall approve or deny the permit based upon the criteria herein. The council may table any application for up to sixty (60) days and direct that the town engineer provide further information.

(5) After the public hearing, the council may approve or deny the permit based upon the criteria set forth herein and may add any conditions necessitated by the health, safety, and

welfare of the public, whether or not they are included in the recommendations of the consultant and/or town engineer.

(b) Rural permit.

(1) After the town engineer's report and recommendations have been received by the town, the town secretary shall cause a notice of public hearing to be published in the official newspaper of the town, as designated by the governing body, which hearing shall be held at least fifteen (15) days following such publication at the next available meeting of the council. The council shall consider the application and grant or deny the permit based upon the criteria set forth herein. The council may table the application for a period of up to sixty (60) days to obtain additional data from the applicant or by ordering a study to be conducted by a consultant.

(2) All persons with property located within two thousand feet (2,000') of the proposed drill site property perimeter, as shown by the latest county appraisal district certified tax rolls, shall be notified of the public hearing by certified mail, return receipt requested. The applicant shall pay a fee provided for in the fee schedule in appendix A to this code for each notification letter. These fees will be paid as part of the application process pursuant to [section 4.06.042\(1\)](#). No notification letter shall be necessary if the applicant files a consent form, supplied by the town secretary, signed and notarized, by such property owner.

(c) Seismic permit.

(1) A proper seismic application shall include:

(A) A letter requesting a geophysical permit describing the proposed system, date work will begin, and date work will end. A statement, approved by the town attorney, shall be included in the permit relieving the town of any liability for damages which may result from such activity.

(B) A copy of a valid and existing public liability insurance policy, as required by this article.

(C) A plat outlining the areas proposed to be covered by the survey.

(D) A description of the seismic method(s) to be used.

(E) Requested time period to conduct on-site seismic testing.

(2) The town engineer, after receiving authorization from the town council, may issue a permit for the applicant to conduct such seismic or geophysical work if such person decides the work will not create a public nuisance nor be contrary to public safety. The determination shall include, but shall not be limited to, consideration of the following:

(A) Whether the location of the proposed test, considering the geology of the area, will reasonably be expected to damage water lines, sewer lines, structures, dwellings, or other area improvements.

(B) Quality of the proposed seismic survey to be used in implementing the exploration.

(1999 Code, sec. 4.607)

Division 2. Permits

Sec. 4.06.045 Grant or denial criteria

(a) The council shall review the application, the town engineer's report, and any other related information and shall set the principal amount of the security instrument. Granting the permit shall be conditioned on the applicant submitting the security instrument to the town within thirty (30) days. The council may require any change in the operations, plan, design, layout, fencing, screening, lighting, or other matters reasonably required by the public interest. The council may accept, reject, or modify the town engineer's recommendations in the interest of securing compliance with this article, the town code, and/or to protect the health, safety, and welfare of the community.

(b) The town council will have broad discretion in the criteria used in their determination, including but not limited to the following:

(1) The operations proposed are reasonable under the circumstances and conditions prevailing in the area;

(2) The operations proposed are consistent with the health, safety, and welfare of the public when and if conducted in accordance with the permit conditions to be imposed; and

(3) The impact upon adjacent property and the general public of operations conducted in compliance with the permit conditions are reasonable and justified, balancing the following factors:

(A) The right of the owner(s) of the mineral estate to explore, develop, and produce the minerals.

(B) The availability of alternate drill sites, both presently and at other times during the lease term.

(C) The date of acquisition by the various owners of the surface and mineral estates.

(c) The decision of the council shall be final and in making its decision it shall have the power and authority to refuse any permit to drill any well at any particular location within the town, when by reason of such particular location the drilling of such well at the location would be injurious to the health or safety of the inhabitants in the immediate area of the town or would not promote orderly growth and development of the town. Each permit shall:

(1) By reference have incorporated therein all the provisions of this article with the same force and effect as if this article were copied verbatim in such permit.

- (2) Specify the location of the proposed drill site, well, or injection facility by a metes and bounds description or by specifying a lot and block number and name of any applicable addition.
- (3) Contain and specify that the term of the permit shall be for a period of one year from the date of the permit.
- (4) Contain and specify such other terms and provisions as may be necessary in a particular case to accomplish the purpose of this article.
- (5) Contain and specify that no actual operations shall be commenced until the permittee has complied with the bond and insurance provisions of this article.

(1999 Code, sec. 4.609)

Division 2. Permits

Sec. 4.06.046 Security instrument

- (a) A security instrument shall be required prior to the issuance of a permit. Proof of such shall be provided to the town with approval of the town attorney being required. Such instrument shall require the operator/permittee to:
 - (1) Comply with the terms and conditions of this article and the permit issued.
 - (2) Promptly clear premises of all litter, trash, waste, and other substances used, allowed, or occurring in the operations, and after abandonment or completion grade, level and restore such property to the same surface conditions as nearly as possible as existed before operations commenced.
 - (3) Agree to and shall indemnify and hold harmless the town, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including oil and gas development activity, all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property, arising out of or in connection with the work done by the permittee under the permit regardless of whether such injuries, death, or damages are caused in whole or in part by the joint or sole negligence of the town.
 - (4) Not cancel such instrument without thirty (30) days' prior written notice thereof to the town secretary.
 - (5) Promptly pay fines, penalties, and other assessments imposed by reason of breach of any of the terms of the permit.
 - (6) Promptly restore to their former condition any public property damaged by the oil or gas operation.
 - (7) Promptly pay all fees of a consultant whose services are engaged by the town pursuant to section 4.06.004(c) of this article.

(8) Promptly repair any damage to town streets, as determined by the director of public works, caused by the equipment and vehicles used by permittee. The director of public works will prepare specifications to be used for repairs.

(b) Any irrevocable letter of credit or indemnity bond shall be executed by a reliable banking institution or insurance company as surety, authorized to do business in the state. Such banking institution or insurance company must be acceptable to the town. The operator shall be listed as principal and the instrument shall run to the town for the benefit of the town and all persons concerned. Such letter or bond shall become effective on or before the date the permit is issued and shall remain in force and effect for at least a period of six months after the expiration of the permit term. The town will allow for reduction of the amount of the letter of credit when drilling is finished.

(c) The applicant may substitute a certificate of deposit (CD) in lieu of the letter or bond if the CD is in an amount equal to or greater than the letter or bond. The CD shall be issued by a bank in the county, selected by the applicant, and shall be payable to the order of the town; however, accrued interest thereon shall be payable to the operator and the bank shall be so instructed. The CD shall be delivered to the bank and evidence of such delivery shall be submitted to the town secretary. The bank shall be instructed of the terms and conditions in this article for oil and gas operation security instruments.

(d) The principal amount of any security instrument shall be determined by the council and shall never be in an amount less than \$25,000.00. The amount will be determined by the council at the time the permit is authorized.

(1999 Code, sec. 4.610)

Division 2. Permits

Sec. 4.06.047 Conditions

(a) Effect of noncompliance. In the event of a failure of a permittee to comply with any provision of this article, the town secretary shall issue in writing a notice to the permittee of the nature of the noncompliance and stating a reasonable time, if compliance has not been made, in which the council may suspend or cancel the permit.

(b) Term. A permit shall be issued for one (1) year. At the end of such time, if the operator wishes to continue his oil or gas operation, the permit shall be updated by the filing of a renewal application.

(c) Renewal.

(1) The operator shall submit an application form for a renewal permit no later than sixty (60) days before the expiration of such person's permit, and indicate in the application what changes, if any, are requested at the operation site. An inspection and renewal fee as set by the town council shall be paid at the time of reapplication, and the operator shall only be required to submit documents with his application for changes that occurred at the operation site.

(2) Within ten (10) days of the filing of a renewal application, the town engineer shall inspect the oil or gas operation site to determine compliance with this article.

(3) If no change in operations is proposed or has taken place, or the operator is reworking the operation site, and inspection reveals compliance with this article during the preceding permit period, the town engineer shall issue a renewal permit. Otherwise, the renewal application shall be processed as an original application.

(4) Upon application for a renewal permit, the town engineer can consider the deterioration of the quality of the material of which such facility or structure is constructed, the degree of rust and its appearance, and recommend repainting or other remedial steps to be taken as a condition of renewal.

(5) If any change or addition to the permit information on the application occurs, such change or addition during the period of the permit shall be communicated to the town secretary and the town engineer within ten (10) days of the date of such change or addition.

(1999 Code, sec. 4.612)

Division 2. Permits

Sec. 4.06.048 Suspension or revocation

(a) The town engineer may, in writing, suspend or revoke any permit issued under the provisions of this article. The town engineer will have broad discretion, being guided by the purpose statement set forth in section 4.06.001 of this article. The following list demonstrates examples of acts which may result in suspension or revocation but is in no way inclusive of such acts:

(1) The permittee failed, neglected, or refused to perform and comply with the conditions of the permit.

(2) The permittee failed, neglected, or refused to comply with or abide by or in any way violated any provision of this article or any regulation, law, rule, or order either directly or indirectly, by reason of or in connection with or incidental to the conduct of such person's oil or gas operation.

(3) Any of the permittee's operations or the continuance thereof upon the premises covered by the permit poses a hazard to public or private property, to the lives or safety of persons, or to any legitimate interest of the town.

(4) Any of the permittee's operations or the continuance thereof upon the premises covered by the permit constitutes a public nuisance.

(5) The permittee made any willful misrepresentation of facts in any application for any such permit or in any report or record required by this article to be submitted by the town.

(6) The permittee burned or allowed to burn oil, gas, or other hydrocarbons in the town.

(b) No person shall carry on any operations performed under the terms of any permit during any period of permit suspension or revocation, or pending a judgment of the court upon any application for writ taken to review the decision or order of the town in suspending or revoking such permit; provided, however, nothing herein contained shall be construed to prevent the performance of such operation as may be necessary in connection with a diligent and bona fide effort to cure and remedy the default or violation for which the suspension or revocation of the permit was ordered, or such operation as necessary for the safety of persons or as required by the commission.

(1999 Code, sec. 4.613)

Division 2. Permits

Sec. 4.06.049 Supplemental permit for deep drilling

(a) Once any well has either been completed as a producer or abandoned as a dry hole, it shall be unlawful and an offense for any person to drill such well to a deeper geological formation than that reached in the prior drilling operations without the permittee as to such well obtaining a supplemental permit after filing a supplemental application with the town council specifying:

- (1) The condition of the well and the casing therein;
- (2) The depth to which it is proposed that such well will be deepened;
- (3) The proposed casing and cementing programs to be used in connection with the proposed deepening operation.

(b) In the event the council is satisfied that such well may be deepened with the same or greater degree of safety as existing in the original well, a supplemental permit to the permittee may be issued for an additional filing fee authorizing the deepening and operation of the well to such specified depth as applied for. In any deeper drilling or any deeper completion of any deeper production operations, the permittee shall comply with all provisions contained in this article and applicable to drilling, completion, operation and production of a well or wells.

(c) If the operator has removed the derrick and drilling equipment from the location, the supplemental permit shall comply with all requirements specified for permits in this article.

(1999 Code, sec. 4.614)

Division 2. Permits

Secs. 4.06.050–4.06.080 Reserved

ARTICLE 4.06 OIL AND GAS WELLS*

Division 3. Operations

Division 3. Operations

Sec. 4.06.081 On-site requirements

- (a) If a fence is required pursuant to section 4.06.043(d), such fence must remain locked at all times when the permittee or his employees are not within the enclosure.
- (b) At all times from the start of erection of a derrick, mast, or a pinpole, until the well is abandoned and plugged or completed as a producer and enclosed as herein provided, the permittee shall keep a watchman on duty on the premises at all times when any other worker or the permittee is not on such premises.
- (c) No refining process or any processes for the extraction of products from natural gas shall be carried on at the drill site, except that a dehydrator and separator may be maintained on the drill site for the separation of liquids from natural gas. Any such separator shall serve only one well.
- (d) Only electric prime movers or motors shall be permitted for the purpose of pumping wells.
- (e) Permanent weatherproof signs reading "Danger No Smoking Allowed" shall be posted at the entrance of each well site and tank battery. The sign shall include the emergency notification number for emergency services (911) and the operator, drilling block number, and well and lease designations required by the commission.
- (f) No person shall place, deposit, discharge, cause, or permit to be placed, deposited, or discharged, any oil, naphtha, petroleum, asphalt, tar, hydrocarbon substance, or any refuse including wastewater or brine, from any oil and gas operation or the contents of any container used in connection with any oil operation in, into, or upon any public right-of-way, storm drain, ditch or sewer, sanitary drain or sewer, any body of water, or any private property in the town.
- (g) All production equipment on the site shall be painted and maintained at all times, including pumping units, storage tanks, buildings and structures.
- (h) After completion of well servicing or abandonment, the owner shall repair all damage to public property caused by such servicing or abandonment operations.
- (i) All property on which an oil or gas operation occurs shall at all times be kept free of debris, pools of oil, water or other liquids, weeds, brush, trash, or other waste material.
- (j) Drilling mud, cuttings, oil, or liquid hydrocarbons and all other oilfield waste derived or resulting from or connected with the drilling, reworking, or deepening of any well shall be discharged only into a portable steel tank. Unless otherwise directed by the

commission, waste materials shall be removed from the operation site no later than every thirty (30) days.

(k) At the conclusion of any drilling or reworking operations, the drill site shall be cleaned within forty-eight (48) hours of all equipment and machinery that is not needed to produce the well.

(l) The operator shall at all times comply with all applicable federal, state, and town requirements.

(m) Site development other than drilling shall be conducted only between 7:00 a.m. and 7:00 p.m.

(n) All fire suppression and prevention equipment required by the town building inspector/code enforcement officer, any applicable state law and this article shall be provided by the permittee at the drill site, at the permittee's own cost, and maintenance and upkeep shall be the permittee's responsibility. Such equipment shall remain on the premises at all times.

(o) All oil or gas operations shall be conducted in a careful and orderly manner and the premises shall at all times be maintained in a neat, clean, and orderly manner. All discarded surplus materials, supplies, and refuse shall be removed from the operation site no later than every thirty (30) days.

(1999 Code, sec. 4.616)

Division 3. Operations

Sec. 4.06.082 Operations and equipment; practices and standards

(a) It shall be unlawful and an offense for any person to use or operate in connection with the drilling or reworking of any well within the corporate limits of the town any wooden derrick or any steam-powered rig.

(b) All drilling and operation at any well performed by a permittee under this article shall be conducted in accordance with the practices of a reasonable and prudent operation as understood in the oil and gas industry. All casing, valves, and blowout preventors, drilling fluid, tubing, wellhead, and wellhead connections shall be of a type and quality consistent with such practice. Setting and cementing casing and running drillstem tests shall be performed in a manner and at a time consistent with the practices of a reasonable and prudent operator. Each permittee under this section shall observe and follow the regulations of the railroad commission of the state.

(c) An internal combustion engine may be used in the drilling operations of the well, or wells, and if an internal combustion engine is used, mufflers shall be installed on all engines so as to reduce noise to not more than 70 decibels at any point of 100 feet beyond the drill site; all of the installations to be done in accordance with accepted practices for fire prevention purposes. For production purposes, only electric power may be used.

Drilling operations must be conducted in such a manner that percolating water or groundwater will not be adversely affected, including the prevention of vertical movement of percolating water.

(d) All oil drilling and production operations shall be conducted in such a manner as to minimize, so far as practicable, dust, noise, vibration or noxious odors, and shall be in accordance with the best accepted practices incident to drilling for the production of oil, gas, and other hydrocarbon substances.

(e) Except in case of emergency, no materials, equipment, tools, or pipe used for drilling or production operations shall be delivered to or removed from the site except between the hours of 7:00 a.m. to 7:00 p.m. on any day. On drillstem tests, only one trip will be allowed at night between 9:00 p.m. and 7:00 a.m. unless an emergency exists.

(f) All production equipment used shall be so constructed and operated so that noise, vibration, dust, odor or other harmful or annoying substances or effects will be minimized by the operations carried on at any drilling site or from anything incident thereto, to the injury or annoyance of persons living in the vicinity; nor shall the site or structures thereon be permitted to become dilapidated, unsightly or unsafe. Proven technological improvements in methods of production shall be adopted as they, from time to time, become available if capable of reducing factors of nuisance or annoyance. There shall be no venting of gas into the open air except as allowed by the railroad commission in residential areas.

(g) Storage of equipment.

(1) No drilling equipment, reworking equipment, other portable equipment or idle equipment which is not essential to the everyday operations of the activity located thereon shall be stored on the oil or gas operation site.

(2) Lumber, pipes, tubing, and casing shall not be left on the site except when drilling or well servicing operations are being conducted.

(3) No person, owner, or operator shall store or park any vehicle or item of machinery in/on any street, right-of-way, driveway, alley.

(4) All well servicing equipment, including portable pulling masts and gin poles, shall be removed from the leasehold, oil or gas operation site, or drilling site within fifteen (15) days after completion of a well servicing operation.

(h) No refinery, dehydrating or absorption plant of any kind shall be constructed, established or maintained on the premises at any time. This shall not be deemed to exclude a simple gas separation process.

(i) All electric lines to production facilities shall be located in a manner compatible to those already installed in the surrounding area or subdivision.

(1999 Code, sec. 4.617)

Division 3. Operations

Sec. 4.06.083 Storage tanks and separators

- (a) It shall be unlawful and an offense for any person to use, construct or operate in connection with any producing well within the town limits any crude oil storage tanks, with the exception of two low-type tanks for oil storage, not exceeding a 500-barrel capacity for each well connected thereto or, in the alternative, low-type tanks of sufficient capacity to hold 24 hours of production from such well; the tanks must be constructed and maintained as closed tanks and properly vented. A permittee may use, construct and operate a steel conventional separator, heater treater, vapor recovery unit and such other tanks and appurtenances as are necessary for treating oil with each such facility, to be so constructed and maintained according to American Petroleum Institute standards. Each oil/gas separator shall be equipped with both a pressure relief safety valve and burst plate. All such tanks shall be placed above ground, and the tanks shall be placed upon a suitable earth or concrete pad.
- (b) The use of a central tank battery is permitted so long as not more than two tanks as specified are used for each well connected to the battery plus one 500-barrel water tank.
- (c) The tank or tanks shall be enclosed within a conventional type firewall constructed of compacted earth; sufficient water shall be used during the firewall construction to assure adequate compaction.
- (d) The firewall enclosing the tanks shall have a minimum capacity equal to two times the volume of the tanks enclosed.
- (e) It shall be unlawful and an offense for any person to locate a storage tank or separator site within 300 feet of any residence or commercial or public building within the town.

(1999 Code, sec. 4.618)

Division 3. Operations

Sec. 4.06.084 Flow lines and gathering lines

- (a) Each permittee shall place an identifying sign at each point where a flow line or gas gathering line crosses any public street or road.
- (b) Each permittee shall also place a warning sign at each point where a line carrying H₂S (hydrogen sulfide) gas crosses any public street or road.
- (c) No permittee shall make any excavation for any purposes or construct any lines for conveyance of fuel, water, or minerals on, under, or through the streets and alleys of the town without express permission of the town engineer, in writing, and then only in strict compliance with this code and any applicable ordinance of the town; provided, however, emergency repairs may be made without such permission when, in the good faith opinion

of the permittee, the delay required to obtain written permission would involve a hazard to person or property.

(d) The gathering lines and flow lines hereafter installed in the corporate limits of the town for the purpose of transporting oil, gas and/or water in conjunction with the operation of any well, tank, or tank battery, injection or gathering system are hereby limited to a maximum operating gauge pressure of 250 psi unless otherwise specifically approved by the town engineer. The location of any such gathering lines and flow lines, if not specified in the permit, must be specifically approved by the town engineer.

(e) The pipeline shall be tested prior to being placed in service.

(f) The companies responsible for any and all pipelines now existing or hereafter installed within the corporate limits are hereby required to furnish the town an "as-built" plot plan showing the location of all their facilities for permanent record with the town.

(g) All pipelines within the corporate limits, excepting the utility lines of the town and the distribution system of any gas company who holds a franchise with the town, designed or utilized to transport oil, gas, or water in connection with the production and transportation of oil and/or gas or for repressurizing operations shall hereafter be installed with the minimum of cover or backfill specified by the then-applicable American National Safety Institute code for such pipelines.

(h) The town engineer is authorized to approve a lesser cover or specify a greater cover or backfill in special cases when, in his/her opinion, such variation is advisable and/or will not increase the degree of hazard.

(i) The requirements for construction in public rights-of-way must conform to such ordinances of the town regulating such construction.

(j) The digging up, breaking, excavating, tunneling, undermining, breaking up, damaging of any street as herein defined, or leaving upon any street any earth or other material or obstruction, shall not be permitted unless such persons shall first have obtained written permission from the director of public works; provided, however, emergency repairs may be made without such permission when in the good-faith opinion of the permittee the delay required to obtain the written permission would involve a hazard to a person or property.

(1999 Code, sec. 4.619)

TEXAS LOCAL GOVERNMENT CODE SECTION 253

Sec. 253.005. LEASE OF OIL, GAS, OR MINERAL LAND. (a) Except as provided by Subsection (b), a municipality may lease oil, gas, or mineral land that it owns, in the manner and on the terms that the governing body of the municipality determines, for the benefit of the municipality. A lease under this section is not a sale under the law governing the sale of municipal land.

(b) A municipality may lease under this section a street, alley, or public square in the municipality if the lease prohibits the lessee from using the surface of the land for drilling, production, or other operations. In this subsection, "public square" does not include a dedicated public park.

(c) A well may not be drilled in the thickly settled part of the municipality or within 200 feet of a private residence.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 446 (H.B. [2333](#)), Sec. 1, eff. June 19, 2009.

Gas Well Separation Ordinances

Argyle

Distance requirements (well setbacks). The measurement of the distances set forth in this article shall be calculated from the proposed well bore, in a straight line, without regard to intervening structures or objects, to the closest exterior point of the object listed below.

1. If the surface owner has the mineral interest on its property, no well, tank battery or equipment shall be located within three hundred feet (300') of a residential structure. If the mineral owner and surface owner are not the same, then no well, tank battery or equipment shall be located within eight hundred feet (800') of a residential structure unless a signed waiver from the surface owner is presented at the time of the specific use application. In the case of a waiver, no well, tank battery or equipment shall be located within four hundred feet (400') of a residential structure. Residential structures include only those structures designed and used for human occupation.
2. No well shall be located within five hundred feet (500') of a place of public assembly.
3. No well shall be located within five hundred feet (500') of any existing storage tank or source of potential ignition.
4. No well shall be located within three hundred feet (300') of any outer property line.
5. No well shall be located within five hundred feet (500') of any freshwater well.
6. No well shall be located within five hundred feet (500') of any cemetery.
7. No well shall be located within one thousand (1,000) feet of any school property line.

Bartonville

To be filed with Site Plan "Written agreement(s) with notarized signatures of the owner(s) of the surface property on which the pad site is located for an Oil and Gas Well Development Plat and any person owning a residential structure located within six hundred (600) feet of a proposed well head site that grants authorization to drill within six hundred (600) feet of said residential structure(s) must be submitted with an application for an Oil and Gas Well Development Plat."

Copper Canyon

Spacing requirements.

- (1) No well, tank battery, gathering station or equipment shall be located within one thousand feet (1,000') of a dwelling or any other building used, or designed or intended to be used, for human occupancy, as defined herein;
- (2) No well shall be located within five hundred feet (500') from any public park or cemetery;
- (3) No well shall be located within five hundred feet (500') from any recorded property, lot or tract line;
- (4) No well shall be located within five hundred feet (500') from any existing storage tank, or source of potential ignition;
- (5) No well shall be located within five hundred feet (500') from any public street, road, highway, or right-of-way line;
- (6) No well shall be located within one hundred feet (100') from any building accessory to but not necessary to the operation of the well;
- (7) No well shall be located within one thousand feet (1,000') from any freshwater well whose owner does not have a mineral interest in the permit application; and
- (8) No well shall be located within five hundred feet (500') from any freshwater well whose owner does have a mineral interest in the permit application.

Gas Well Separation Ordinances

Corinth

- (A) A *well* bore shall be set back a minimum of the following distances:
- (1) Two hundred feet from any storage tank, or source of ignition.
 - (2) Seventy-five feet from any public street, road, highway or future street, or right-of-way.
 - (3) Two hundred feet from any recorded property, lot or tract line.
 - (4) One thousand feet from any protected use.
 - (5) Within 200 feet of any building accessory to, but not necessary to the operation of the *well*.
 - (6) Within 200 feet of any fresh water *well* bore.
- (B) *Tanks*.
- (1) A tank shall be set back at least 75 feet from any public right-of-way or street.
 - (2) A tank shall be set back at least 200 feet from any recorded property, lot or tract line.
 - (3) A tank shall be set back at least 1,000 feet from any protected use.
 - (4) No tank shall be within 100 feet of any combustible structure or the setback specified in division (B)(2) of this section, whichever is greater.
 - (5) Tanks shall be set back in accordance with the standards of the Commission and the National Fire Protection Association, or the requirements of this section, whichever setback is greater.
- (C) *Lift and line compressors and accessory equipment*.
- (1) Lift and line compressors and accessory equipment shall be set back a minimum of 1,000 feet from any protected use.
 - (2) Lift and line compressors and accessory equipment shall be set back 300 feet from any property line.
- A tank shall be set back at least 75 feet from any public right-of-way or street.

Cross Roads

The placement of a well for the exploration for or the production of oil or gas is prohibited in all zoning districts, except "A" agricultural, "LI" light industry, and "U" utility, unless otherwise specifically excepted herein. Notwithstanding the foregoing, no well shall be placed in any district without a special use permit having first been granted in accordance with the town's comprehensive zoning ordinance.

Subject to the issuance of a special use permit, the drilling and production of oil or gas within the corporate limits of the town shall be permitted by right within the "A" agricultural district, provided that no residential structure or place of assembly, institution or school exists no closer than six hundred feet (600') from the wellhead or within a previously platted residential subdivision where one or more lots have structures and provided that the drilling and production of gas meets the following requirements:.....

The drilling and production of gas within the corporate limits of the town shall be permitted by right within the "A" agricultural district, if the property owner of a residential structure within two hundred and fifty feet (250') to six hundred feet (600') of the wellhead agrees in writing and provided that the drilling and production of gas meets the requirements of this section and other requirements of this article.

Gas Well Separation Ordinances

Denton

Community Mixed Use (35.5.4), Regional Mixed Use (35.5.5), PD, MPC	1000	500	250
Industrial Center Districts Contiguous to above	250	250	250
Protected Uses or Residential, 500 site, 250 min or reverse	500	250	250
Existing Sites except MPC, PD	500	250	250
Existing Sites MPC, PD	As approved prior to 8/4/15		

Dish

A. It shall be unlawful to drill any well, the center of which, at the surface of the ground, is located:

- (1) Within twenty-five (25') feet from any outer boundary line; or
- (2) Within twenty-five (25') feet from any storage tank, or source of ignition; or
- (3) Within seventy-five (75') feet of any public street, road, highway or future street, right-of-way or property line; or
- (4) Within one hundred (100') feet of any building accessory to, but not necessary to the operation of the well; or
- (5) Within two hundred (200') feet to any fresh water well. The measurement shall be in a direct line from the closest well bore to the fresh water well bore; or
- (6) Within one thousand (1000') feet from any building used, or designed and intended to be used, for human occupancy.

B. The distance shall be calculated from the well bore, in a straight line, without regard to intervening structures or objects, to the closest exterior point of any object listed in subsection A above.

The distances set out in subsection A above may be reduced at the discretion of the Town Board of Commissioners, but never less than five hundred (500') feet from any dwelling or any other building used, or designed and intended to be used, for human occupancy without the unanimous consent of the property owners within a five hundred (500') foot radius around said well and the unanimous vote of the Town Board of Commissioners.

Double Oak

- (1) No well shall be located within five hundred feet (500') of a residential structure;
- (2) No well shall be located within five hundred feet (500') of any public park, religious institution, school or place of assembly;
- (3) No well shall be located within five hundred (500') feet from any existing storage tank, or source of potential ignition;
- (4) No well within five hundred (500') feet of any public street, road, highway, or right-of-way;
- (5) No well within one hundred (100') feet of any building accessory to, but not necessary to the operation of the well;
- (6) No well within five hundred (500') feet to any fresh water well;
- (7) All applicable standards and requirements have been met as set forth in Section 4.308 of this article;

Gas Well Separation Ordinances

- (8) An approved oil/gas well development plat and a road repair agreement are on file with the town;
- (9) An oil/gas well permit has been issued by the town; and
- (10) All applicable town, state, county and federal laws and standards have been met and/or complied with.

Flower Mound

It shall be unlawful to drill, re-drill, deepen, re-enter, activate or convert any oil or natural *gas well*, for which the closest edge of construction or surface disturbance is located:

- a. Within 1,500 feet from any public park; or
- b. Within 1,500 feet from any residence; or
- c. Within 1,500 feet from the property line upon which any religious institution, public building, hospital building or school is located or for which a building permit has been issued on or before the date of the application for a drilling permit is filed with the oil and gas inspector; or
- d. Within 1,500 feet from any habitable structure; or
- e. Within 750 feet from any recorded property, lot or tract line, except where otherwise referenced in this section. Further, where common surface and mineral estate ownership exists for adjacent and abutting tracts, no variance shall be required for such property, lot or tract lines; or
- f. Within 500 feet from any existing storage tank, or source of potential ignition;
- g. Within 750 feet of any public street, road, highway, or right-of-way line; or
- h. Within 1,500 feet from any existing fresh water *well*.
- i. All distances shall be measured from the closest edge of construction or surface disturbance in a straight line, without regard to intervening structures, or objects to the closest exterior point of any object, structure, or recorded property, lot or tract line, listed in subparagraphs (a) through (h), above.

Highland Village

Distance requirements: The measurement of the distances set forth in this section shall be calculated from the proposed well bore, in a straight line, without regard to intervening structures or objects, to the closest exterior point of the object listed below.

- a. No well, tank battery or equipment shall be located within 1,000 feet of a residential structure unless written documentation from the owner of the surface agrees to a location between 600 feet and 1,000 feet of the residence.
- b. No well shall be located within 1,000 feet, of a place of public assembly.
- c. No well shall be located within 500 feet, of any existing storage tank or source of potential ignition.
- d. No well shall be located within 500 feet, of any outer boundary line of the tract or lease.
- e. No well shall be located within 500 feet, of any fresh water well.
- f. No well shall be located within 750 feet, of the 100-year floodplain.

Justin

It shall be unlawful to drill any *well*, the center of which, at the surface of the ground, is located:

- 1 Within twenty-five (25) feet from any outer boundary line of the *well* site;

Gas Well Separation Ordinances

- 2 Within twenty-five (25) feet from any storage tank, or source of ignition;
- 3 Within seventy-five (75) feet of any public street, road, highway or future street, right-of-way or property line;
- 4 Within six hundred (600) feet from any public park (unless prior consent is obtained from the city council) or from any residence, church, public building, hospital, commercial, or public or private school or building used, or designed and intended to be used, for human occupancy;
- 5 Within one hundred (100) feet of any building accessory to, but not necessary to the operation of the *well*; or
- 6 Within two hundred (200) feet to any fresh water *well*. The measurement shall be in a direct line from the closest *well* bore to the fresh water *well* bore.

The distance shall be calculated from the *well* bore, in a straight line, without regard to intervening structures or objects, to the closest exterior point of any object listed in subsection (1) through (6) above.

The distances set out in subsection (1), (3), (4), or (6) of this section may be reduced at the discretion of the city council, but never less than two hundred (200) feet from any dwelling or any other building used, or designed and intended to be used, for human occupancy without the unanimous consent of the property owners within a two hundred-foot radius around said well and the affirmative vote of not less than three-fourths of all the members of the city council.

Krum

Distance from residences, commercial buildings and other structures. No well shall be drilled at any location which is nearer than 300 feet from any residence, commercial building, church, hospital, rest home, public or parochial school, preschool, nursery or other places of public assembly [unless the applicant furnishes to the city manager written waivers executed by all owners of such residences, commercial buildings, rest homes, preschools, nurseries, or other places of public assembly] and governing body of such church, hospital and schools which are located within 300 feet from the proposed well location whereby the owners and/or governing body waive objections to the well location. An existing well which has been previously plugged and abandoned may be reentered at any location which is more than 200 feet from any residence, commercial building, church, hospital, rest home, public or parochial school, preschool, nursery or other place of public assembly that exists on the date the permit application is properly filed with the city.

(d) Location near cemeteries and parks. No well shall be drilled at any location which is on or less than 175 feet from the exterior boundary line of lands utilized for cemeteries or public parks.

(e) Location near streets, alleys and easements. No well shall be drilled within or at any location nearer than 50 feet from any dedicated street, alley or utility easement.

Lewisville

Public hearing required if within 800 ft of protected use (residential, public building, hospital, school, park). All others approved by inspector

Little Elm

Prohibited

Gas Well Separation Ordinances

Ponder

Well setbacks.

(1) It shall be unlawful to drill any well within 500 feet from any residence, religious institution, building, hospital building, school or public park without a variance from the Town Council.

(2) An operator may petition the Town Council to locate a well within the 500 feet from any residence, religious institution, building, hospital building, school or public park. Note that any request at 600 feet or less from any residence, religious institution, building, hospital building, school or public park will be required to come before the Town Council for permit approval and the petition shall be considered at a public hearing called on the matter. If the well request is 600 feet or less than the operator shall pay the cost to the town to mail notice to property owners within a 600 foot radius of the operation site.

If the setback request is 500 feet or less from the proposed well bore to the nearest residence, religious institution, building, hospital building, school or public park, the request may be reduced by the consent of the Town Council after a public hearing on the matter. However, if 20% of the noticed property owners protest the reduction in setback as set out in the town zoning ordinance, the request for setback reduction shall require a super majority vote of the Town Council. For protection of the public health, safety and welfare, the Town Council may impose additional requirements for a reduction of this distance. The reduction of the distance requirement for fresh water wells is subject to the Railroad Commission regulations and any other state or federal requirements.

Sanger

No oil or gas drill site or operation may be located:

(1) Within 50 feet of any street, right-of-way, alley, or utility easement.

(2) Within 1,000 feet of the property line of a cemetery, park, public or private water supply well, or residential unit, without a notarized waiver by the residential unit property owner and the party entitled to occupy the premises.

(3) Within 1,000 feet of the property line of any school or hospital.

(4) In any public park unless authorized by state law and in compliance with applicable provisions of this article.

(5) In any city streets or alleys.

(b) No drilling or reworking shall occur within 300 feet of any oil storage tank, ignition source, or building.

4.1106 (C)(4) Any fence should be at least 100 feet from any well, equipment, or structure within the site, but no closer than 800 feet to any residential property line.

No Ordinances Found

Aubrey

Lake Dallas

Oak Point

Pilot Point

Shady Shores

The Colony



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.9

Consider and act on the Annual Racial Profiling Report for 2016.

The Hickory Creek Police Department Annual Contact Report (2016)





TOWN OF HICKORY CREEK

To: *Mayor and Council*

From: *Carey Dunn, Chief of Police*

Subject: *Racial Profiling Report*

Date: *February 15, 2017*

Brief Explanation:

Since January 1, 2002, Police Departments, in accordance with the Texas Racial Profiling Law (S.B. No. 1074), have been collecting police contact data for the purpose of identifying and responding, if necessary, to concerns regarding racial profiling practices of law enforcement officers. The statistical data provided in this report is relevant to the public contacts made by our officers for the period of 01-01-16 through 12-31-16. The census data was compiled from the latest U.S. Census data on file with the North Central Texas Council of Governments as a means of determining the number of households and residents in the Town of Hickory Creek, Texas.

The majority of traffic stops performed by officers of the Hickory Creek Police Department during 2016 occurred on I-35E and its adjacent service roads. This is partially due to the number of complaints the police department receives from citizens regarding excessive speed, fail to yield right of way, and reckless driving on I-35E and the I-35E service roads. Another contributing factor is the fact that a large portion of the motor vehicle accidents reported to the Hickory Creek Police Department occur on I-35E and its service roads.

In the calendar year 2016, there were no formal complaints filed against officers in reference to racial profiling, and no accusations were made known to the Department.

The majority of traffic stops made by the officers (96%) are of non-residents with residents only accounting for 4% of total traffic stops made. This is attributed to the fact that the majority of traffic stops (69%) are occurring on the I-35E freeway and its related service roads.

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Law enforcement agencies that routinely perform traffic stops or motor vehicle stops and who have their vehicles that routinely perform these stops equipped with video and audio equipment can report under CCP 2.135. (This is called Tier 1 Reporting)

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Report on Complaints

Report on Racial Profiling Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/16---12/31/16, based on allegations related to possible violations of the Texas Racial Profiling Law. The final disposition of the case is also included.

A check above indicates that the Hickory Creek Police Department has not received any complaints, as outlined in the law, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/16 ---- 12/31/16.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law.

Complaint No.	Alleged Violation			Disposition of the Case

Additional Comments:

Tables Illustrating Traffic Contact

Tier 1 Data

(I) Tier 1 Data

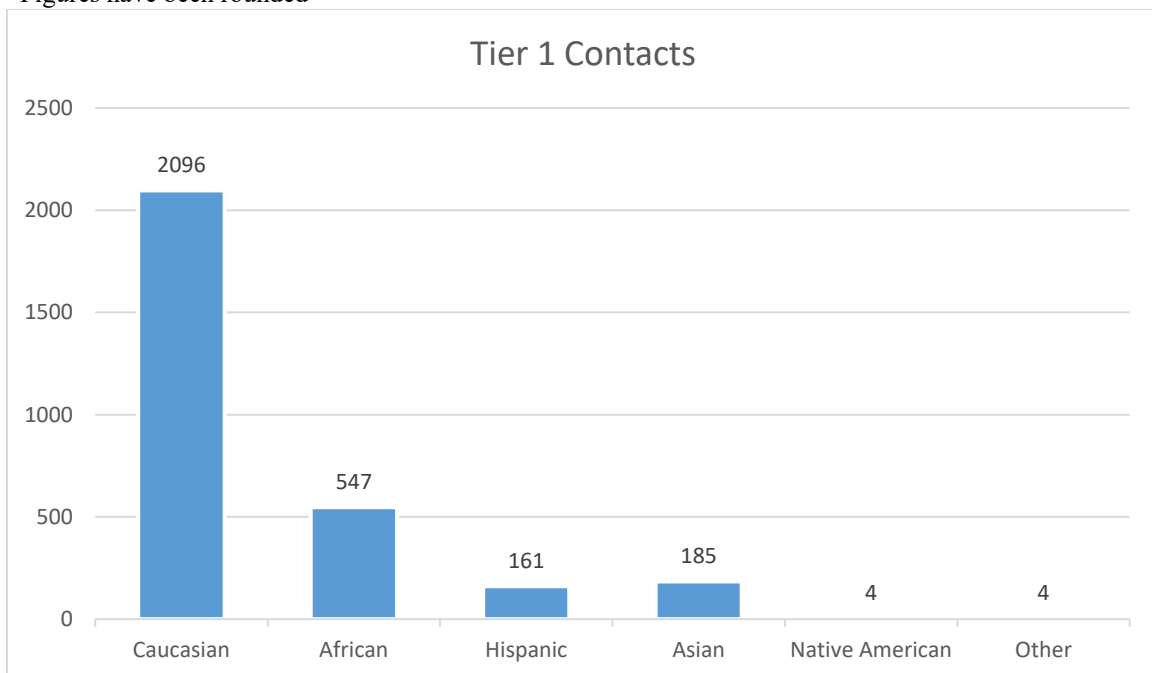
Traffic-Related Contact Information (1/1/16—12/31/16)

Race/Ethnicity	Contacts		Searches		Consensual Searches		Prob. Cause Searches		Custody Arrests	
	N	%*	N	%*	N	%*	N	%*	N	%*
Caucasian	2096	70%	102	3.40%	24	0.80%	18	0.60%	26	0.87%
African	547	18%	74	2.47%	8	0.27%	22	0.73%	10	0.33%
Hispanic	161	5%	8	0.27%	0	0.00%	4	0.13%	1	0.03%
Asian	185	6.17%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Native American	4	0.13%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Other	4	0.13%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Total	2997	100%	184	6%	32	1%	44	1%	37	1%

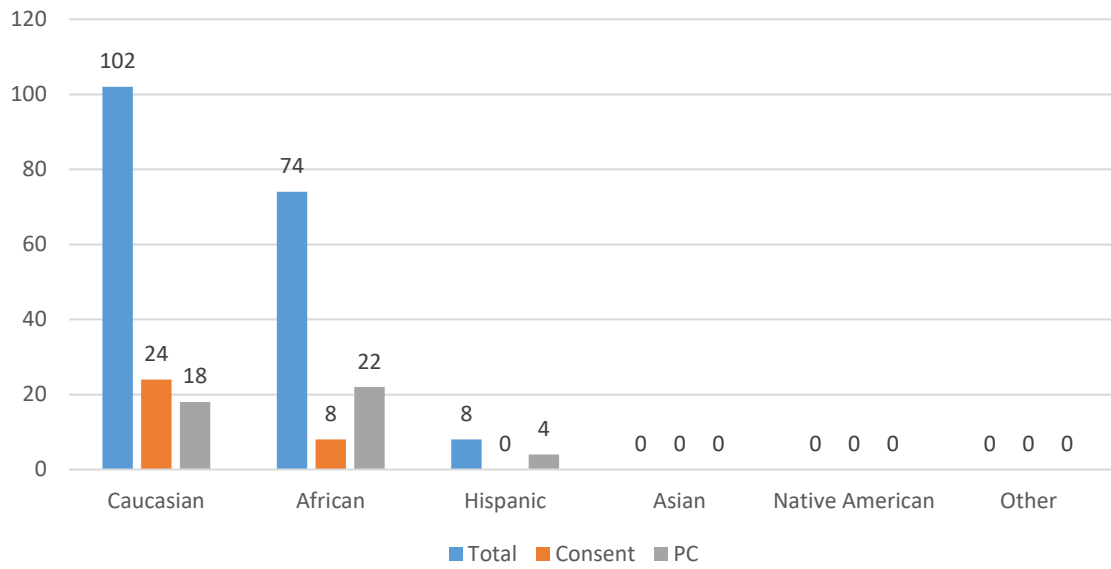
“N” represents “number” of traffic-related contacts

Race/Ethnicity is defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, or Native American”.

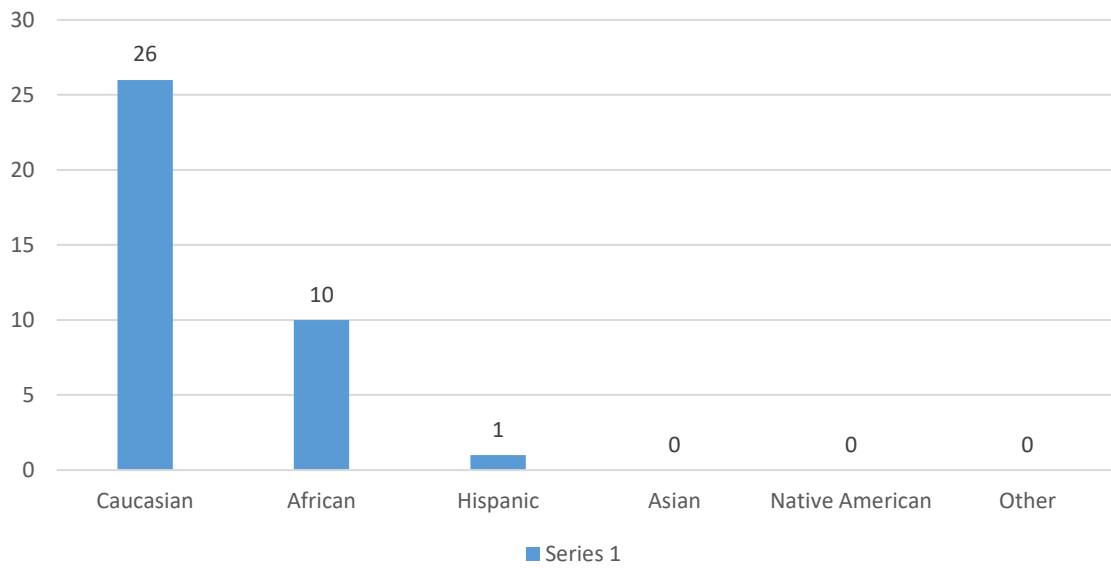
*Figures have been rounded



Tier 1 Searches



Tier 1 Arrests



Tier 1 Baseline Comparison (Fair Roads Standard)

(II) Traffic-Contacts and Fair Roads Standard Comparison

Comparison of traffic-related resident contacts with households in the Town of Hickory Creek that have vehicle access (in percentages). (1/1/16—12/31/16)

Race/Ethnicity*	Contacts (number)	Contacts (percentages)**	Households with vehicle access (percentages)
Caucasian	234	7.81%	100%
African	12	0.40%	100%
Hispanic	7	0.23%	N/A
Asian	7	0.23%	100%
Native American	0	0.00%	N/A
Other	0	0.00%	N/A
Total Resident Contacts	260	8.68%	100%

* Race/Ethnicity are defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, or Native American”.

**Represents rounded figure

Analysis

According to the Texas Racial Profiling Law, all police departments in the state are required to collect data when a traffic-related citation is issued or an arrest is made. In addition, the law requires that agencies report this information to their local governing authority once a year by March 1. The purpose in collecting and presenting this information is to determine if a particular police officer is engaging in the practice of profiling minority motorists. Despite the fact that most agree it is good practice for police departments to be accountable to their community, it is very difficult to determine, from the review of aggregate data, if police departments are engaging in racial profiling. That is, it is challenging to detect specific “individual” racist behavior from the study and analysis of aggregate-level “institutional” data on traffic-related contacts.

It should be noted that the Hickory Creek Police Department, in response to the requirements of The Texas Racial Profiling Law (S.B. 1074), reported and analyzed its 2016 traffic contact data. Thus, two different types of analyses were conducted. The first of these involved a careful evaluation of the 2016 traffic-stop data. This particular analysis measured, as required by the Texas Racial Profiling Law, the number and percentage of Caucasians, African Americans, Hispanics, Asians, Native Americans, and individuals belonging to the “other” category, that came in contact with the police and were issued a traffic-related citation or arrested in 2016. In addition, the analysis included information relevant to the number and percentage of searches, while indicating the type of search (i.e., consensual or probable cause) conducted. Finally, the data analysis highlighted the number and percentage of individuals who, after they were issued a citation, were subsequently arrested.

The second type of analysis included in this report is related to the comparison of the 2016 traffic contact data with an appropriate baseline. It should be noted that there is also a great deal of disagreement, in the academic literature, over the type/form of baseline to be used when analyzing traffic-related contact information. Of all the baseline measures available, the Hickory Creek Police Department decided to adopt, as a baseline measure, the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2010) relevant to the number of households in a particular jurisdiction that have access to vehicles while controlling for race and ethnicity. It should be noted that census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. In other words, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population.

The Hickory Creek Police Department opted to use this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its transparency before the community. The Fair Roads Standard data obtained is relevant to the Town of Hickory Creek.

Tier 1 (2016) Traffic-Related Contact Analysis

The Tier 1 data collected in 2016 showed that of the 2,997 contacts, 2,096 were Caucasian males and females. Of those 2,096 contacts, Hickory Creek officers conducted a total of 102 searches, 24 of which being consensual searches and 18 probable cause searches. Of the 2,997 contacts, 547 contacts were African American males and females. Of those 547 contacts, Hickory Creek officers conducted a total of 74 searches, 8 of which being consensual searches and 22 probable cause searches. Of the 2,997 contacts, 161 were Hispanic males and females. Of those 161 contacts, Hickory Creek officers conducted a total of 8 searches, no consensual searches and 4 of which being probable cause searches. Asian males and females accounted for 185 contacts where Hickory Creek officers conducted zero searches. Native American males and females accounted for 4 contacts, where Hickory Creek officers conducted zero searches. Finally, 4 contacts were unknown or other races where zero searches were conducted.

Fair Roads Standard Analysis

When comparing traffic contacts to the census data relevant to the number of households in Hickory Creek, who indicated in the 2010 census that they had access to vehicles, the analysis produced the following findings:

Of the 1165 households, 100% reported they have access to at least one vehicle. A total of 260 residents were contacted in 2016. 234 contacts identified as Caucasians, 12 contacts identified as African Americans, 7 contacts identified as Asian Americans, 7 contacts identified as Hispanics, and no contacts were identified as other/unknown races. Keep in mind the number of contacts refers to an individual coming into contact with a police officer. It does not reflect the number of citations (violations) issued. Police Officers issued a total of 4,491 citations between 01-01-2016 and 12-31-2016. Hickory Creek residents account for 3.20% of the total number of citations issued by the department.

Contact Information

For additional questions regarding the information presented in this report, please contact:

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



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.10

Consider and act on nomination of the 2016 Hickory Creek Business of the Year.

The following businesses were nominated for 2016 Hickory Creek Business of the Year:

IHop

Rice Pot

Starbucks



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017
From: Kristi Rogers - Town Secretary
Subject: Agenda Item No. D.11

Consider and act on nomination of the 2016 Hickory Creek Citizen of the Year.

The following citizens have been nominated for 2016 Hickory Creek Citizen of the Year:

Melissa Hentschel
Susan Irwin
Porter Walker



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017
From: Kristi Rogers - Town Secretary
Subject: Agenda Item No. D.12

Consider and act on nomination of the 2016 Hickory Creek Scholar of the Year.

Lake Dallas High School recommended Corina Marin and Andrea Peters for 2016 Hickory Creek Scholar of the Year.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017
From: Kristi Rogers - Town Secretary
Subject: Agenda Item No. D.13

Consider and act on nomination of the 2016 Hickory Creek Sportsman of the Year.

Lake Dallas High School recommended Amy Howard and Garren Schantz for 2016 Hickory Creek Sportsman of the Year.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.14

Discussion regarding the Boys & Girls Club of North Central Texas Kids and Tail Waggers event to be held on March 25, 2017.

No supporting documentation.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.15

Discussion regarding the 2017 Texas Oklahoma Patriot Shootout (T.O.P.S.) to be held April 28th and 29th, 2017.

No supporting documentation.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.16

Discussion regarding Mayor of the Day program.

No supporting documentation.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. D.17

Discussion regarding current road and sidewalk projects.

No supporting documentation.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. E.1

Discussion regarding certain real property legally described as A1163A J.W. Simmons, TR 37, 19.795 Acres located (South of Swisher Road, East of Ronald Reagan Avenue, North of Turbeville Road and West of Point Vista Road.)



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. E.2

Consider and Act on an Off-Site Facilities Agreement between the Town of Hickory Creek, LCMUA, Westwood Residential and the Brown family for development of infrastructure to serve a 24.56 acre tract of land within the Town's extraterritorial jurisdiction.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. F.1

Discussion and possible action regarding matters discussed in executive session.



Town of Hickory Creek COUNCIL MEMORANDUM

Date: 02/21/2017

From: Kristi Rogers - Town Secretary

Subject: Agenda Item No. G.1

Adjournment