

102 West Austin Street, Suite 205
Jefferson, Texas 75657



FILED FOR RECORD

24 MAY 23 PM 2:00

(903) 665-3261
Fax (903) 665-8732

Hon. Leward J. LaFleur KINDLY WISE
CLERK MARION CO.

Marion County Judge *[Signature]* DEPUTY

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

Commissioner Jacob Pattison
Commissioner Gered R. Lee

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 28th May, 2024 at 9:00 a.m. in the County Commissioners Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

Prayer

Pledges of the American and Texas Flag

1. Consent agenda:
 - a. Consider approval of minutes – May 13, 2024
 - b. Court to examine all accounts and reports relating to finances of County
 - c. Court to audit and settle all accounts against County and direct their payment
 - d. County Auditor to make financial report
2. Consider for approval helping Justice of the Peace, Precinct #1, with disposal of files.
3. Consider for approval Proclamation declaring May as Mental Health Awareness Month for 2024.
4. Consider for approval additional use of funds claimed as Revenue Loss under ARPA for the following governmental services:
 - Kellyville Building Roof
 - Kellyville Building Remodel
 - Road & Bridge Equipment
5. Consider for approval quote for Justice of Peace 2 / Constable 2 new office building under LATCF Revenue.
6. Consider for approval award of Road & Bridge Supplies and Fuel.
7. Consider for approval or disapproval, 2025 Marion County Appraisal District budget.
8. Approve Contract #W9126G24P0042 for Increased Law Enforcement Services, US Army Corps of Engineers Lake O' the Pines May 17, 2024 – September 2, 2024 at \$19,568.64 authorizing County Sheriff to sign.
9. Consider for approval requesting 2024 unclaimed capital credits from Texas Comptroller authorizing County Judge to sign.

460

10. Discuss and take necessary action concerning disposition of fines from city ordinances from tickets issued by constables or highway patrol within city limits.



Leward J. LaFleur
County Judge
Marion County, Texas

LEWIS

LEWIS

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

MAY 28, 2024

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on May 28, 2024. All members present with County Judge Leward LaFleur presiding.

**J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JACOB PATTISON, COMMISSIONER, PRECINCT #2
RALPH MEISENHEIMER, COMMISSIONER, PRECINCT # 3 - ABSENT
GERED R. LEE, COMMISSIONER, PRECINCT#4**

ITEM NO. 1

CONSENT AGENDA:

- a. ORDER APPROVING MINUTES OF MEETING ON MAY 13, 2024**
- b. ORDER TO EXAMINE ALL ACCOUNTS AND REPORTS RELATING TO FINANCES OF THE COUNTY**
- c. ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT**
- d. ORDER TO APPROVE COUNTY AUDITOR FINANCIAL REPORT**

Motion by Ashley, seconded by Pattison to approve the consent agenda. All members present voted Aye. Motion carried 3-0.

ITEM NO. 2

CONSIDER FOR APPROVAL HELPING JUSTICE OF THE PEACE, PRECINCT #1, WITH DISPOSAL OF FILES.

No vote needed

ITEM NO. 3**ORDER TO APPROVE THE PROCLAMATION DECLARING MAY AS MENTAL
HEALTH AWARENESS MONTH FOR 2024.**

Motion by Lee, seconded by Ashley. All members present voted Aye. Motion carried 3-0.

See Exhibit "A" attached

ITEM NO. 4**ORDER TO APPROVE ADDITIONAL USE OF FUNDS CLAIMED AS REVENUE
LOSS UNDER ARPA FOR THE FOLLOWING GOVERNMENT SERVICES:
KELLYVILLE BUILDING ROOF
KELLYVILLE BUILDING REMODEL
ROAD AND BRIDGE EQUIPMENT**

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 3-0.

ITEM NO. 5**ORDER TO ACCEPT THE BID FOR JEFFERSON CUSTOM BUILT HOMES AT THE
PRICE OF \$49,500.00.**

Motion by Lafleur, seconded by Ashley. All members present voted Aye. Motion carried 3-0.

See Exhibit "B" attached

ITEM NO. 6**ORDER TO ACCEPT ALL BIDS AS PRESENTED.**

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 3-0.

See Exhibit "C" attached

ITEM NO. 7**ORDER TO NOT APPROVE THE APPRAISAL DISTRICT BUDGET AS PRESENTED**

Motion by Lafleur, seconded by Pattison. Members present voting Aye were Judge Lafleur; Commissioner Pattison; Commissioner Lee. Commissioner Ashley voted Nay. Motion carried 3-1.

See Exhibit "D" attached

ITEM NO. 8**ORDER TO APPROVE OUR CONTRACT #W9126G24P0042 FOR INCREASED LAW ENFORCEMENT SERVICES, US ARMY CORPS OF ENGINEERS LAKE O' THE PINES MAY 17, 2024 – SEPTEMBER 2, 2024 AT \$19,568.64 AUTHORIZING OUR COUNTY SHERIFF TO SIGN.**

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 3-0.

See Exhibit "E" attached

ITEM NO. 9**ORDER TO APPROVE REQUESTING 2024 UNCLAIMED CAPITAL CREDITS FROM TEXAS COMPTROLLER AUTHORIZING COUNTY JUDGE TO SIGN.**

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 3-0.

See Exhibit "F" attached

ITEM NO. 10**DISCUSS AND TAKE NECESSARY ACTION CONCERNING DISPOSITION OF FINES FROM CITY ORDINANCES FROM TICKETS ISSUED BY CONSTABLES OF HIGHWAY PATROL WITHIN CITY LIMITS.**

Motion by Lafleur, seconded by Pattison. All members present voted Aye. Motion carried 3-0

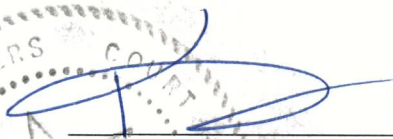
Tabled
No Action Taken

ORDER TO ADJOURN

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried
3-0. Meeting adjourned at 9:47 a.m.

**There being no further business brought to the attention of the Commissioners' Court,
it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and
stand adjourned until the next Regular Session, unless and until called together in
Special Session before that time**

I attest to the accuracy of
the foregoing minutes.



COUNTY CLERK



COUNTY JUDGE

**NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN
THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK**

PROCLAMATION

May 2024: Mental Health Awareness Month

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, with early and effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

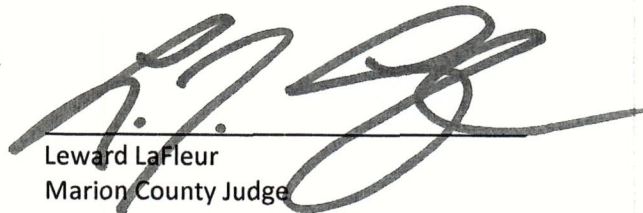
WHEREAS, Community Healthcore is the local mental health authority assisting residents in nine East Texas counties including Marion County; and

WHEREAS, Community Healthcore provides a 24 hour / 7 days a week crisis hotline, outpatient services, skills training, and support services for children and adults; and

WHEREAS, Community Healthcore served 229 Marion County residents in fiscal year 2023; and

THEREFORE, I Judge Leward LaFleur, do hereby proclaim May 2024 as Mental Health Awareness Month in Marion County. I also call upon the citizens, government agencies, public and private institutions, businesses and schools in Marion County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses.

Signed this 13 day of May, 2024


Leward LaFleur
Marion County Judge

Attest:



Exhibit "B"

MARION COUNTY, TEXAS			
LATCF Revenue			
Building Quotes - Construction			
PROJECT	Office Building for Precinct 2 JP and Constable		
Scope of Service/Item Description			
Office Building for Precinct 2 JP and Constable 2			
Bid Received			
Vendor:	McDonnell Construction – Jefferson, TX	New Build	
Description:	16x28 building – pier and beam – wood frame	Quoted Price:	\$35,840.00
	30 yr Asphalt roofing Mini split a/c - heating Handicap bathroom – toilet / sink Lights Vinyl flooring		
Vendor:	Sign Shop – Atlanta, TX	Existing Bldg	
Description:	16x24 - add window	Quoted Price:	\$15,111.70
	Barry Varnell – Linden TX Insulate building Install vinyl on floor Frame 5x5 bathroom, sink and toilet		\$22,074.00
	WILL STILL NEED AIR/HEAT AND ELCTRICAL	TOTAL	\$37,185.70
Vendor:	Jefferson Custom Built	New Build	
Description:	16x28 pier and beam	Quoted Price:	\$49,500.00
	30 yr roof – shingle Lights ramp		
Vendor:	Campbell Portable Building – Marshall, TX	New Build	
Description:	16x24 building – pier and bean	Quoted Price:	\$40,469.27
	Restroom – NOT ADA – SO WILL ADD MONEY		

Verified that the successful quote was not excluded as a vendor per Sam.gov on:

(Insert Date)

Based on the contacts made concerning the scope of services/item description identified above and that the selected vendor is confirmed eligible to work on ARPA funded projects per SAM.gov on the date indicated above, the Marion County, Texas authorizes

JEFFERSON CUSTOM BUILT

Supplier(s)Name) to begin to supply the item(s) for the quote price.


Signature

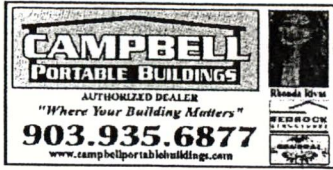
Leward J LaFleur

Printed Name

5-28-2024
Date

Marion County Judge

Title



QUOTE

Date: 02/08/2024

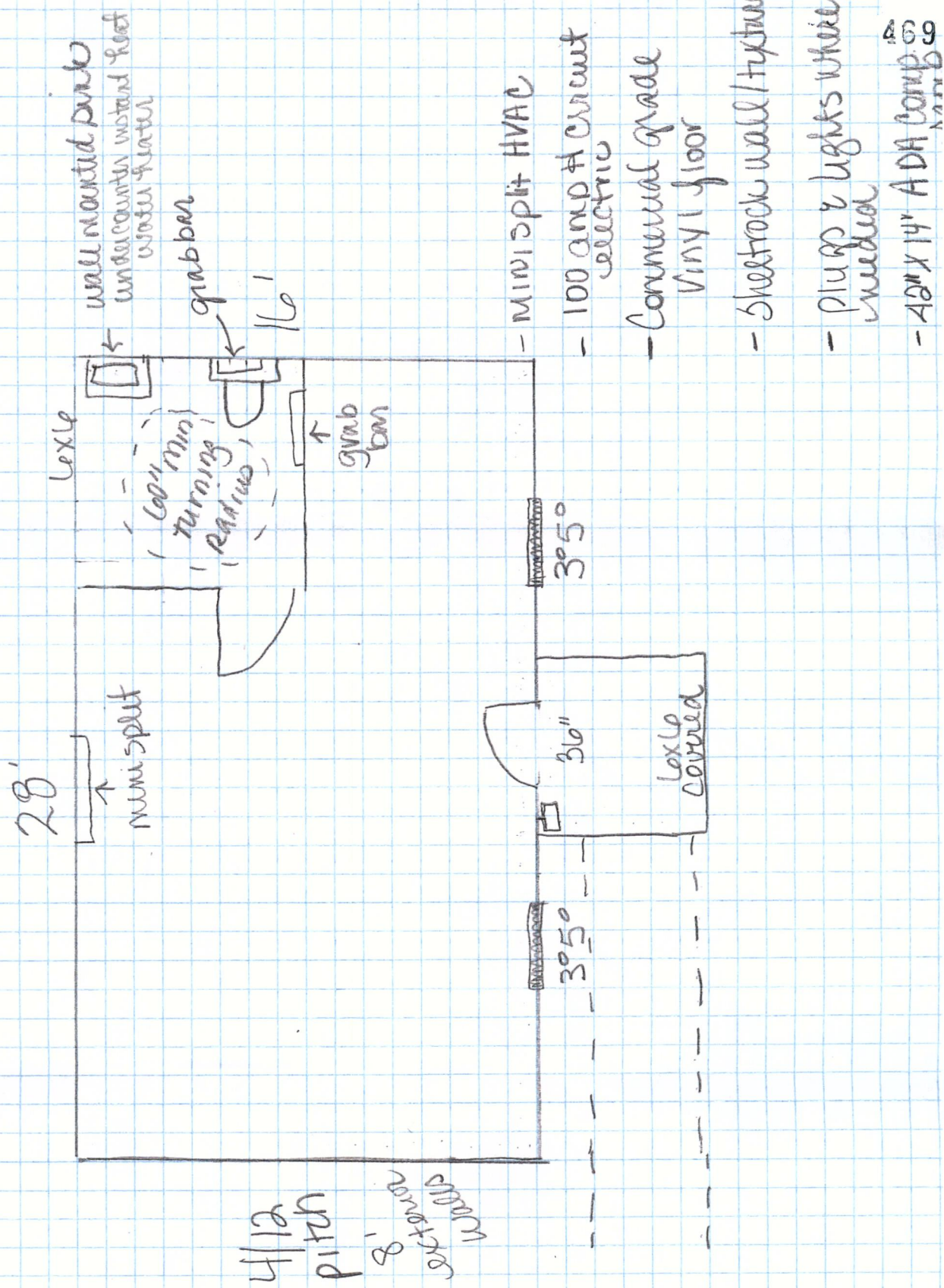
Customer: Marion County
 Address:
 City: Jefferson, TX 75657
 Phone:
 Email: alan.biddy@co.marion.tx.us

Campbell Portable Buildings
 2601 East End Blvd North
 Marshall, Texas 75670
 Phone 1: (903)935-6877 Phone 2: (903)935-7599
 Email: rhondarivas@campbellportablebuildings.com

Cash		Check#		Credit Card
P. O. #	Invoice#	Terms		
Description	Amount			
16' x 24' Commercial pier & beam gable office with A.D.A ½ Bath	\$34,707.01			
Freight/Delivery/Site Inspection is an estimate to downtown Jefferson since no 911 site address was provided. Set Up with solid concrete blocks, treated wedges and tie downs are included.	\$2,678.00			
SKIRTING PACKAGE NOT INCLUDED				
DOES NOT INCLUDE ANY PERMITS REQUIRED BY THE CITY. IF TAX EXEMPT PLEASE PROVIDE FORMS		Subtotal		\$37,385.01
		8.25% Sales Tax		\$3,084.26
		Total		\$40,469.27
		Deposit		\$12,140.78
		BALANCE DUE BEFORE DELIVERY		\$28,328.49

JP office
bld
Smithland

16' x 28' PVC beam on skids
w/ underpinning
painted



470

McDonnell Construction

1114 North Walcott

Jefferson tx

75657

903-452-7448

joeymc2468@gmail.com

ESTIMATE

EST0023

DATE

04/09/2024

TOTAL

USD \$35,840.00

TO

Alan Biddy Pct2 Marion co

Alan.biddy@co.Marion.Tx.us

DESCRIPTION	RATE	QTY	AMOUNT
16x28 office building.	\$35,840.00	1	\$35,840.00

Building to be made movable if need be

Exterior :

Pier and beam construction

Wood frame with 1ft overhangs

Lap siding

Two coats paint. (Color to be determined)

Asphalt 30yr roofing

Two windows

36" front door

Underpinned

Interior:

Insulation. Wall, roof and flooring

Mini split ac/heating

Drywall finish out interior

Lite texture

Paint

Handicap bathroom Toilet and sink

Water and sewer line hooked back up

Electrical panel and plugs where needed

Can light lighting

Porch light

Up to 4-flood lights

Armstrong vinyl flooring or equivalent

JEFFERSON CUSTOM BUILT
RESIDENTIAL AND COMMERCIAL CONSTRUCTION

May 22, 2024

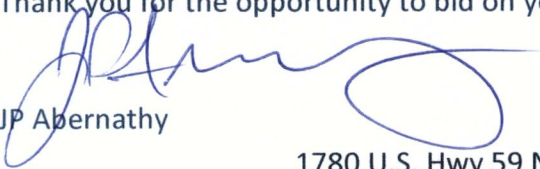
Attention: Judge Leward Lefleur

Reference: Justice of the Peace building located in Smithland

To Whom it May Concern:

- 16' x 28' wood constructed building with LP lap siding
 - 8' exterior walls with 4/12 roof pitch
 - Pier and beam on skids with 1 1/8 Advantech subfloor material
 - Building underpinning
 - Batt Insulation in walls, ceiling, and insulation in interior bathroom walls for sound proofing
 - One 36" door in middle
 - Two 36" windows in front
 - Two coats (owner color choice) exterior paint
 - 30-year shingle roof (owner color choice)
 - 6' x 6' covered porch
 - 42" by 14' ADA compliant ramp
 - HVAC mini split unit
 - 100 amp H circuit electric panel
 - Plugs and switches where needed
 - Lighting where needed
 - Sheetrock walls with texture
 - Two coats of interior paint (owner color choice)
 - ADA bathroom with 60" minimum turning radius with 36" outswing door
 - Wall- mounted sink with undercounter instant heat water heater
 - Two grab bars as per drawing
 - Commercial grade vinyl flooring
 - Clean up and removal of debris
- Total: \$49,500

Thank you for the opportunity to bid on your project.


JP Abernathy

1780 U.S. Hwy 59 North, Jefferson, Texas 75657
Mailing: 662 East Prospect Road
903/665-6600 or 903/666-0158

Exhibit "C"

Road & Bridge Supplies				
2024				
<u>Seaton Construction</u>	pct 1	pct 2	pct 3	pct 4
Flexbase-crushed iron ore	25.25 cy	32.25 cy	33.65 cy	30.15 cy
903-577-9077 phone				
<u>Longview Asphalt</u>	fob plant - marshall			delivered
903-758-0065				
hot mix	110.00 ton	- marshall		125.00 ton
cold mix	102.00 ton	- Longview		117.00 ton
oil sand	90.00 ton	- Longview		105.00 ton
limestone base				
3x5 rock				
rip rap				
<u>Bryan & Bryan Asphalt</u>				
903-657-2391				
road Oil	682.00 ton			
Nash Trucking				
Blazer Resources				

FUEL BIDS - 2024				
<u>Arklatex oil co</u>	Rack Price	Margin	Total	
Unleaded	2.82	.12	2.94	
Low sulphur diesel - dyed	2.55	.10	2.65	
low sulphur diesel - clear	2.99	.12	3.11	
<u>WOI</u>	Rack Price	Margin	Total	
Unleaded				
Low sulphur diesel - dyed				
low sulphur diesel - clear				
<u>Misc Fuel Co</u>	Rack Price	Margin	Total	
Unleaded				
Low sulphur diesel - dyed				
low sulphur diesel - clear				

PRIOR YEAR PRICING

2024

Marion County Resolution
Regarding the 2025 Marion County Appraisal District Budget

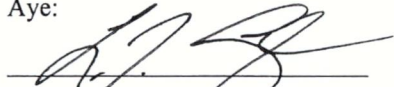
WHEREAS, under the provisions of the Texas Tax Code Section 6.06, governing bodies entitled to vote on the appointment of board members of the Appraisal District shall be delivered a copy of the Appraisal District budget to have on file and to approve or disapprove. The vote must be returned to the secretary of the Appraisal District board within 30 days. The 2025 budget was accepted and approved by the Board of Directors at the May 8, 2024 meeting.

WHEREAS, the Commissioner's Court of Marion County has voting rights to the appointments of the board members of the Appraisal District, the court desires to vote on the approved 2025 budget.

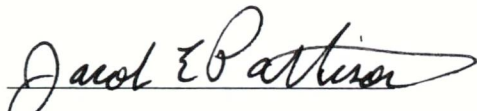
NOW THEREFORE, BE IT RESOLVED that the Marion County Commissioners Court votes to disapprove the 2025 Marion County Appraisal District Budget. However, the Commissioners Court still authorizes the County Auditor to budget the counties portion of the budget as calculated based on the proportion of the property taxes imposed by the county for this year.

Passed and approved on this the 28th day of May, 2024 at a regularly scheduled Commissioner's Court Meeting of Marion County, Texas.

Aye:



Leward J LaFleur, County Judge

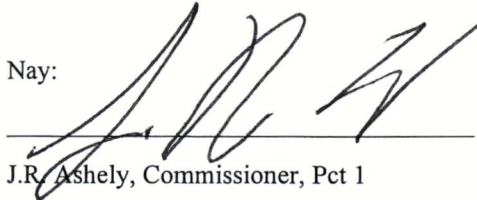


Jacob Pattison, Commissioner Pct 2



Gered Lee, Commissioner Pct 4

Nay:



J.R. Ashely, Commissioner, Pct 1

Absent:

Ralph Meisenheimer, Commissioner Pct 3

Attest:



Kim Wise, County Clerk

Date:

May 28, 2024

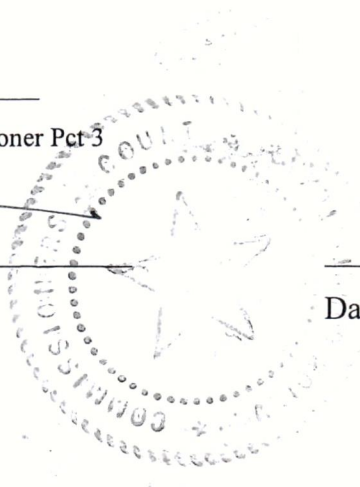
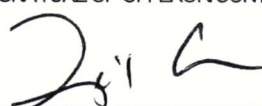
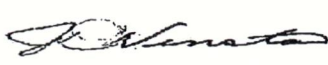


Exhibit "E"

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W45XMA40730070		PAGE 1 OF 13	
2. CONTRACT NO. W9126G24P0042		3. AWARD/EFFECTIVE DATE 17-May-2024		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G24Q0009	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DAISY CIARLARELLO		b. TELEPHONE NUMBER (No Collect Calls) 817-886-6592		6. SOLICITATION ISSUE DATE 12-Feb-2024	
9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH TX 76102-0300 TEL: FAX: (817) 886-6403		CODE W9126G		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ HUBZONE SMALL BUSINESS ☐ ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ EDWOSB ☐ 8(A) NAICS: 922120 SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING	
15. DELIVER TO PINEY WOODS REGIONAL PROJECT OFFICE STACEY COESTER LAKE OF THE PINES PROJECT OFFICE 2669 FM 726 JEFFERSON TX 75657		CODE 967445		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/ OFFEROR COUNTY OF MARION DAVID CAPPS 102 W AUSTIN ST JEFFERSON TX 75657-2246 TELEPHONE NO. (903) 665-7201		CODE 378H0 FACILITY CODE		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER MILLINGTON ATTN: CEFC-AO-P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005 CODE 964145			
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$19,568.64		
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA ☐ ARE ☐ ARE NOT ATTACHED			
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA ☒ ARE ☐ ARE NOT ATTACHED			
☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				☒ 29. AWARD OF CONTRACT: REF. Quote OFFER DATED 08-Mar-2024. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) David Capps, Marion County Sheriff		30c. DATE SIGNED 5-28-2024		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JAMAUH D WINSTON / Contract Specialist TEL: (817) 886-1472 EMAIL: jamauh.winston@usace.army.mil		31c. DATE SIGNED 02-May-2024	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 13	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42a. RECEIVED BY (Print)				
		42b. RECEIVED AT (Location)				
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY24 Increased Law Enforcement FFP	416	Hours	\$47.04	\$19,568.64

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.

Period of Performance (Sheriff's Dept): 17 May 2024 - 02 September 2024.

INVOICING:

Stacey Coester/Cody Berry
US Army Corps of Engineers Lake O' the Pines
2669 FM 726
Jefferson, TX 75657
Fax: 903-665-8441

Contracting POC: Daisy Ciarlariello, (817) 886-6592,
Daisy.Ciarlariello@usace.army.mil
FOB: Destination
MILSTRIP: W45XMA40730070
PURCHASE REQUEST NUMBER: W45XMA40730070
PSC CD: R499

NET AMT	\$19,568.64
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ACRN AA	\$19,568.64
CIN: W45XMA407300700002	

CONTRACTING OFFICER STATEMENT

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 17-MAY-2024 TO 02-SEP-2024	N/A	PINEY WOODS REGIONAL PROJECT OFFICE STACEY COESTER LAKE OF THE PINES PROJECT OFFICE 2669 FM 726 JEFFERSON TX 75657 (903) 665-2336 EXT. 27 FOB: Destination	967445

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082455 25402H52C9005850 NA 96412
AMOUNT: \$19,568.64

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W45XMA407300700002	\$19,568.64

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	PINEY WOODS REGIONAL PROJECT OFFICE LAKE OF THE PINES PROJECT OFFICE 2669 FM 726 JEFFERSON TX 75657	N/A	PINEY WOODS REGIONAL PROJECT OFFICE LAKE OF THE PINES PROJECT OFFICE 2669 FM 726 JEFFERSON TX 75657	Government

CLAUSES INCORPORATED BY REFERENCE

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2023
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2024-00002) (JAN 2024)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

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

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

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

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

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

___ (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

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

___ (6) [Reserved]

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

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

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

___ (10) 52.209–6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

___ (11) 52.209–9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (12) [Reserved]

___ (13) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

___ (14) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (15) [Reserved]

___ (16)(i) 52.219–6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219–6.

___ (17)(i) 52.219–7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219–7.

___ (18) 52.219–8, Utilization of Small Business Concerns (DEVIATION 2024-O0002) (JAN 2024) (15 U.S.C. 637(d)(2) and (3)).

___ (19)(i) 52.219–9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (NOV 2016) of 52.219–9.

___ (iii) Alternate II (NOV 2016) of 52.219–9.

___ (iv) Alternate III (JUN 2020) of 52.219–9.

___ (v) Alternate IV (SEP 2023) of 52.219–9.

___ (20)(i) 52.219–13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (MAR 2020) of 52.219–13.

___ (21) 52.219–14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

___ (22) 52.219–16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

___ (23) 52.219–27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the Service-Disabled Veteran-Owned Small Business Program (DEVIATION 2024-O0002) (JAN 2024) (15 U.S.C. 657f).

___ (24)(i) 52.219–28, Post-Award Small Business Program Rerepresentation (DEVIATION 2024-O0002) (JAN 2024) (15 U.S.C. 632(a)(2)).

- ___ (ii) Alternate I (MAR 2020) of 52.219–28.
- ___ (25) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- ___ (26) 52.219–30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- ___ (27) 52.219–32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ___ (28) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- ___ (29) 52.222–3, Convict Labor (JUN 2003) (E.O. 11755).
- ___ (30) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- ___ (31) 52.222–21, Prohibition of Segregated Facilities (APR 2015).
- ___ (32)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ___ (ii) Alternate I (FEB 1999) of 52.222–26.
- ___ (33)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (ii) Alternate I (JUL 2014) of 52.222–35.
- ___ (34)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ___ (ii) Alternate I (JUL 2014) of 52.222–36.
- ___ (35) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ___ (36) 52.222–40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ___ (37)(i) 52.222–50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (MAR 2015) of 52.222–50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (38) 52.222–54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ___ (39)(i) 52.223–9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (MAY 2008) of 52.223–9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (40) 52.223–11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ___ (41) 52.223–12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___ (42)(i) 52.223–13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (OCT 2015) of 52.223–13.

___ (43)(i) 52.223–14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of 52.223–14.

___ (44) 52.223–15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

___ (45)(i) 52.223–16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of 52.223–16.

___ (46) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

___ (47) 52.223–20, Aerosols (JUN 2016) (E.O. 13693).

___ (48) 52.223–21, Foams (JUN 2016) (E.O. 13693).

___ (49)(i) 52.224–3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (JAN 2017) of 52.224–3.

___ (50)(i) 52.225–1, Buy American—Supplies (OCT 2022)) (41 U.S.C. chapter 83).

___ (ii) Alternate I (OCT 2022) of 52.225–1.

___ (51)(i) 52.225–3, Buy American—Free Trade Agreements—Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501–4732), Public Law 103–182, 108–77, 108–78, 108–286, 108–302, 109–53, 109–169, 109–283, 110–138, 112–41, 112–42, and 112–43).

___ (ii) Alternate I [Reserved].

___ (iii) Alternate II (DEC 2022) of 52.225–3.

___ (iv) Alternate III (JAN 2021) of 52.225–3.

___ (v) Alternate IV (OCT 2022) of 52.225–3.

___ (52) 52.225–5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (53) 52.225–13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (54) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

___ (55) 52.226–4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (56) 52.226–5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___ (57) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).

___ (58) 52.232–29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

___ (59) 52.232–30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

___ (60) 52.232–33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

___ (61) 52.232–34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

___ (62) 52.232–36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (63) 52.239–1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (64) 52.242–5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

___ (65)(i) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247–64.

___ (iii) Alternate II (NOV 2021) of 52.247–64.

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

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

___ (2) 52.222–42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222–43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222–44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

___ (7) 52.222–55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

___ (8) 52.222–62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

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

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

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

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

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

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

(iv) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115–91).

(v) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

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

(vii) 52.219–8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(viii) 52.222–21, Prohibition of Segregated Facilities (APR 2015).

- (ix) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (x) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xii) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xiii) 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.
- (xiv) 52.222–41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).
- (xv) ____ (A) 52.222–50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
____ (B) Alternate I (MAR 2015) of 52.222–50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xvi) 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).
- (xvii) 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).
- (xviii) 52.222–54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xix) 52.222–55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xx) 52.222–62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xxi)(A) 52.224–3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224–3.
- (xxii) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxiii) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226–6.
- (xxiv) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232–40.
- (xxv) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/content/regulations>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

Exhibit/Attachment Table of Contents

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**CONTRACT FOR INCREASED LAW ENFORCEMENT SERVICES,
LAKE O' THE PINES, 2024
MARION COUNTY SHERIFF'S OFFICE**

COST PROPOSAL

LABOR COST:

Deputy Salary Rate (man-hour)		\$ 21.00
Social Security FICA	7.65 %	\$ 1.61
Retirement	11.96 %	\$ 2.51
Worker's Comp	1.00%	\$ 0.21
Supplemental Death	0.62%	\$ 0.12
Liability Ins Admin Fee		\$ 0.25
Other (explain)		\$ 0.24
Unemployment	1.6%	
Ins		
TOTAL LABOR COST PER HOUR		\$ 26.04

VEHICLE COST:

TOTAL VEHICLE COST PER PATROL HOUR	\$ 21.00
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CONTRACT SUMMARY:

Labor Cost per Man-Hour x 416 MH	\$ 10832.64
Vehicle Cost per Patrol-Hour x 416 PH	\$ 8736.00
TOTAL CONTRACT PRICE	\$ 19568.64

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Marion County Lake O' the Pines 2024

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: Marion County Sheriff's Office (Contractor) agrees to provide a specific level of increased law enforcement services for that part of Lake O' the Pines lying within Marion County 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 Alley Creek, Brushy Creek, Buckhorn Creek, and Johnson Creek Campgrounds, and other Federal properties operated and maintained by the Corps of Engineers (Corps) within Marion County. 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.

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from **17 May 2024** through **02 September 2024**, for a total of **416** patrol hours, further specified in Appendix A to this PWS. Effective start date is **17 May 2024 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. (see Appendix A)

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 B). The summary will be completed daily and submitted at the close of each three-day shift to the Corps of Engineers representative listed in paragraph 1.4.11 of this plan. During patrols, the deputies will be required to keep and retain a Daily Law Enforcement Log (Appendix C) noting the time in and time out at each Corps of Engineers recreation area. Law Enforcement Logs will also be turned in at the close of each three-day shift. 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, Juneteenth, Independence Day and Labor Day (see Appendix A).

1.4.4 Hours of Operation: 3:00 p.m. to 11:00 p.m.

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps administered lands in Marion County 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 POC (QA 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 Government Quality Assurance POC (QAPOC) 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 QAPOC: **Cody Berry, Interim Lake Manager, Lake O' the Pines; Alternate: Stacey Coester, Natural Resource Specialist, Lake O' the Pines.** 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 and carried by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.13 Contractor Travel: (Not applicable)

1.4.14 Data Rights: (Not applicable).

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1.4.15 Organizational Conflict of Interest: (Not applicable)

1.4.16 Invoicing: Contractor shall submit a monthly invoice no later than the 5th of every month, listing contract services performed during the previous calendar month:

US Army Corps of Engineers Lake O' the Pines
2669 FM 726
Jefferson, TX 75657
ATTN: Stacey Coester/Cody Berry
Fax: 903-665-8441

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/Hours by Month/ Schedule of Days Worked by Month

1.9.4 Attachment 4/Appendix B – Daily Law Enforcement Action Summary

1.9.5 Attachment 5/Appendix C - Law Enforcement Park Log

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.

**Performance Requirements Summary
(Paragraph 1.1 and 1.9.1)**

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. PWS para. 1.2	The contractor provided visible and verifiable presence and actions in the designated areas at the specified days and times.	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.	Contractor's Daily Enforcement Action Summaries turned in by Contractor will be examined by QAPOC as will Law Enforcement Logs signed by Deputies serving under this contract to ensure accuracy prior to authorizing payment.

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE
(Paragraph 1.4.2 and 1.9.2)

<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. PWS Para. 1.4.16	Submitted to Corps by the 5 th of every month, listing contract services performed during the previous calendar month.	One invoice, submitted to Corps QA POC	Hard Copy, FAX, or E-mail attachment	1.US Army Corps of Engineers Lake O' the Pines 2669 FM 726 Jefferson TX 75657 ATTN: Cody Berry/ Stacey Coester
Daily Enforcement Action Summaries PWS Para. 1.4.2	At close of each 3 day shift	One copy submitted to QAPOC	Same as above	USACE Lake O' the Pines Attn: Cody Berry/Stacey Coester
Daily Law Enforcement Log PWS Para. 1.4.2	At close of each 3 day shift	One copy submitted to QAPOC	Same as above	USACE Lake O' the Pines Attn: Cody Berry/ Stacey Coester

PERFORMANCE WORK STATEMENT

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APPENDIX A

PATROL SCHEDULE
2024

Month & Days	Total No. of Days	Patrol hours	Man Hours
May: 17-19, 24-27, 31	8	64	64
June: 1-2, 7-9, 14-16, 19, 21-23, 28-30	15	120	120
July: 4-7, 12-14, 19-21, 26-28	13	104	104
August: 2-4, 9-11, 16-18, 23-25, 30-31	14	112	112
September: 1-2	2	16	16
Totals	52	416	416

DAILY ENFORCEMENT ACTION SUMMARY

PROJECT: Lake O' the Pines

Date: _____

Total Number of Hours Worked: _____

[illegible]

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APPENDIX C
DAILY LAW ENFORCEMENT LOG
(See Attached)



US Army Corps
of Engineers
FORT WORTH

Daily Law Enforcement Log

LAKE O' THE PINES

Project Name

Date

Contracting Agency

Contract Number

AREAS	TIME OF PATROL		TIME OF PATROL	ENDING	TIME OF PATROL	ENDING
	BEGINNING	ENDING	BEGINNING		BEGINNING	ENDING
ALLEY CREEK						
BRUSHY CREEK						
BUCKHORN CREEK						
JOHNSON CREEK						
LAKESIDE PARK						
SHADY GROVE						
OVERLOOK						
PROJECT OFFICE						
HURRICANE CREEK						
OAK VALLEY						
COPELAND CREEK RAMP						
MIMS CHAPEL RAMP						
PINE HILL RAMP						
OUTLET						
OTHERS						

OFFICERS NAME/TANK

SIGNATURE

WD.2015-5277 Rev.25 12.26.2023

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms		Wage Determination No.: 2015-5277
Director		Revision No.: 25
Division of Wage Determinations		Date Of Last Revision: 12/26/2023

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:		Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:		Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 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 2024.

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

State: Texas

Area: Texas Counties of Camp, Cass, Cherokee, Franklin, Harrison, Marion,
Morris, Panola, Red River, Titus

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.60***
01012 - Accounting Clerk II		18.65
01013 - Accounting Clerk III		20.86
01020 - Administrative Assistant		27.64
01035 - Court Reporter		28.17
01041 - Customer Service Representative I		15.00***
01042 - Customer Service Representative II		16.37***
01043 - Customer Service Representative III		18.38
01051 - Data Entry Operator I		15.48***
01052 - Data Entry Operator II		16.89***
01060 - Dispatcher, Motor Vehicle		18.90
01070 - Document Preparation Clerk		15.19***
01090 - Duplicating Machine Operator		15.19***
01111 - General Clerk I		14.29***
01112 - General Clerk II		15.59***

01113 - General Clerk III	17.51
01120 - Housing Referral Assistant	20.02
01141 - Messenger Courier	14.34***
01191 - Order Clerk I	17.69
01192 - Order Clerk II	19.30
01261 - Personnel Assistant (Employment) I	18.20
01262 - Personnel Assistant (Employment) II	20.35
01263 - Personnel Assistant (Employment) III	22.69
01270 - Production Control Clerk	22.23
01290 - Rental Clerk	14.17***
01300 - Scheduler, Maintenance	16.06***
01311 - Secretary I	16.06***
01312 - Secretary II	17.96
01313 - Secretary III	20.02
01320 - Service Order Dispatcher	16.90***
01410 - Supply Technician	27.64
01420 - Survey Worker	15.02***
01460 - Switchboard Operator/Receptionist	13.65***
01531 - Travel Clerk I	14.32***
01532 - Travel Clerk II	15.29***
01533 - Travel Clerk III	16.75***
01611 - Word Processor I	14.30***
01612 - Word Processor II	16.06***
01613 - Word Processor III	17.96
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.96
05010 - Automotive Electrician	21.49
05040 - Automotive Glass Installer	20.29
05070 - Automotive Worker	20.29
05110 - Mobile Equipment Servicer	17.73
05130 - Motor Equipment Metal Mechanic	22.68
05160 - Motor Equipment Metal Worker	20.29
05190 - Motor Vehicle Mechanic	22.68
05220 - Motor Vehicle Mechanic Helper	16.41***
05250 - Motor Vehicle Upholstery Worker	19.04
05280 - Motor Vehicle Wrecker	20.29
05310 - Painter, Automotive	21.49
05340 - Radiator Repair Specialist	20.29
05370 - Tire Repairer	15.76***
05400 - Transmission Repair Specialist	22.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.10***
07041 - Cook I	11.83***
07042 - Cook II	13.62***
07070 - Dishwasher	10.12***
07130 - Food Service Worker	11.13***
07210 - Meat Cutter	14.20***
07260 - Waiter/Waitress	9.26***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.49
09040 - Furniture Handler	11.42***
09080 - Furniture Refinisher	18.49
09090 - Furniture Refinisher Helper	13.88***
09110 - Furniture Repairer, Minor	16.31***
09130 - Upholsterer	18.49
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.51***
11060 - Elevator Operator	13.12***
11090 - Gardener	18.74
11122 - Housekeeping Aide	12.69***
11150 - Janitor	12.69***
11210 - Laborer, Grounds Maintenance	14.11***
11240 - Maid or Houseman	10.96***

11260 - Pruner	12.63***
11270 - Tractor Operator	17.16***
11330 - Trail Maintenance Worker	14.11***
11360 - Window Cleaner	14.07***
12000 - Health Occupations	
12010 - Ambulance Driver	16.42***
12011 - Breath Alcohol Technician	20.99
12012 - Certified Occupational Therapist Assistant	36.65
12015 - Certified Physical Therapist Assistant	35.81
12020 - Dental Assistant	18.09
12025 - Dental Hygienist	37.43
12030 - EKG Technician	21.12
12035 - Electroneurodiagnostic Technologist	21.12
12040 - Emergency Medical Technician	16.42***
12071 - Licensed Practical Nurse I	18.77
12072 - Licensed Practical Nurse II	20.99
12073 - Licensed Practical Nurse III	23.40
12100 - Medical Assistant	15.86***
12130 - Medical Laboratory Technician	25.83
12160 - Medical Record Clerk	15.29***
12190 - Medical Record Technician	17.11***
12195 - Medical Transcriptionist	17.05***
12210 - Nuclear Medicine Technologist	46.14
12221 - Nursing Assistant I	13.51***
12222 - Nursing Assistant II	15.18***
12223 - Nursing Assistant III	16.57***
12224 - Nursing Assistant IV	18.59
12235 - Optical Dispenser	20.89
12236 - Optical Technician	18.77
12250 - Pharmacy Technician	17.48
12280 - Phlebotomist	15.79***
12305 - Radiologic Technologist	29.68
12311 - Registered Nurse I	26.18
12312 - Registered Nurse II	32.02
12313 - Registered Nurse II, Specialist	32.02
12314 - Registered Nurse III	38.75
12315 - Registered Nurse III, Anesthetist	38.75
12316 - Registered Nurse IV	46.43
12317 - Scheduler (Drug and Alcohol Testing)	26.01
12320 - Substance Abuse Treatment Counselor	24.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.80
13012 - Exhibits Specialist II	24.52
13013 - Exhibits Specialist III	30.00
13041 - Illustrator I	19.80
13042 - Illustrator II	24.52
13043 - Illustrator III	30.00
13047 - Librarian	27.16
13050 - Library Aide/Clerk	11.39***
13054 - Library Information Technology Systems Administrator	24.52
13058 - Library Technician	14.01***
13061 - Media Specialist I	17.70
13062 - Media Specialist II	19.80
13063 - Media Specialist III	22.07
13071 - Photographer I	17.70
13072 - Photographer II	19.80
13073 - Photographer III	24.52
13074 - Photographer IV	30.00
13075 - Photographer V	36.30
13090 - Technical Order Library Clerk	14.30***
13110 - Video Teleconference Technician	19.89
14000 - Information Technology Occupations	

14041 - Computer Operator I	18.84
14042 - Computer Operator II	21.08
14043 - Computer Operator III	23.50
14044 - Computer Operator IV	26.11
14045 - Computer Operator V	28.92
14071 - Computer Programmer I	(see 1) 23.62
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	18.84
14160 - Personal Computer Support Technician	26.11
14170 - System Support Specialist	28.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.80
15020 - Aircrew Training Devices Instructor (Rated)	38.48
15030 - Air Crew Training Devices Instructor (Pilot)	46.12
15050 - Computer Based Training Specialist / Instructor	31.80
15060 - Educational Technologist	32.16
15070 - Flight Instructor (Pilot)	46.12
15080 - Graphic Artist	18.90
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	46.12
15086 - Maintenance Test Pilot, Rotary Wing	46.12
15088 - Non-Maintenance Test/Co-Pilot	46.12
15090 - Technical Instructor	19.15
15095 - Technical Instructor/Course Developer	23.43
15110 - Test Proctor	15.46***
15120 - Tutor	15.46***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.19***
16030 - Counter Attendant	11.19***
16040 - Dry Cleaner	14.10***
16070 - Finisher, Flatwork, Machine	11.19***
16090 - Presser, Hand	11.19***
16110 - Presser, Machine, Drycleaning	11.19***
16130 - Presser, Machine, Shirts	11.19***
16160 - Presser, Machine, Wearing Apparel, Laundry	11.19***
16190 - Sewing Machine Operator	14.78***
16220 - Tailor	15.65***
16250 - Washer, Machine	12.17***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.25
19040 - Tool And Die Maker	25.00
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.36
21030 - Material Coordinator	22.23
21040 - Material Expediter	22.23
21050 - Material Handling Laborer	15.42***
21071 - Order Filler	14.96***
21080 - Production Line Worker (Food Processing)	18.36
21110 - Shipping Packer	17.23
21130 - Shipping/Receiving Clerk	17.23
21140 - Store Worker I	13.13***
21150 - Stock Clerk	18.16
21210 - Tools And Parts Attendant	18.36
21410 - Warehouse Specialist	18.36
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	32.11
23019 - Aircraft Logs and Records Technician	25.37
23021 - Aircraft Mechanic I	30.56
23022 - Aircraft Mechanic II	32.11

23023 - Aircraft Mechanic III	33.75
23040 - Aircraft Mechanic Helper	21.59
23050 - Aircraft, Painter	27.57
23060 - Aircraft Servicer	25.37
23070 - Aircraft Survival Flight Equipment Technician	27.57
23080 - Aircraft Worker	26.86
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.86
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.56
23110 - Appliance Mechanic	21.19
23120 - Bicycle Repairer	18.92
23125 - Cable Splicer	30.08
23130 - Carpenter, Maintenance	18.89
23140 - Carpet Layer	21.22
23160 - Electrician, Maintenance	23.96
23181 - Electronics Technician Maintenance I	32.67
23182 - Electronics Technician Maintenance II	34.62
23183 - Electronics Technician Maintenance III	36.83
23260 - Fabric Worker	20.35
23290 - Fire Alarm System Mechanic	24.54
23310 - Fire Extinguisher Repairer	18.92
23311 - Fuel Distribution System Mechanic	23.20
23312 - Fuel Distribution System Operator	17.88
23370 - General Maintenance Worker	18.20
23380 - Ground Support Equipment Mechanic	30.56
23381 - Ground Support Equipment Servicer	25.37
23382 - Ground Support Equipment Worker	26.86
23391 - Gunsmith I	18.92
23392 - Gunsmith II	21.77
23393 - Gunsmith III	24.54
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.35
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.50
23430 - Heavy Equipment Mechanic	22.64
23440 - Heavy Equipment Operator	20.56
23460 - Instrument Mechanic	24.54
23465 - Laboratory/Shelter Mechanic	23.07
23470 - Laborer	15.42***
23510 - Locksmith	23.07
23530 - Machinery Maintenance Mechanic	27.58
23550 - Machinist, Maintenance	21.58
23580 - Maintenance Trades Helper	15.27***
23591 - Metrology Technician I	24.54
23592 - Metrology Technician II	25.81
23593 - Metrology Technician III	27.10
23640 - Millwright	24.84
23710 - Office Appliance Repairer	21.19
23760 - Painter, Maintenance	18.11
23790 - Pipefitter, Maintenance	23.97
23810 - Plumber, Maintenance	22.68
23820 - Pneudraulic Systems Mechanic	24.54
23850 - Rigger	24.22
23870 - Scale Mechanic	21.77
23890 - Sheet-Metal Worker, Maintenance	22.93
23910 - Small Engine Mechanic	20.01
23931 - Telecommunications Mechanic I	31.20
23932 - Telecommunications Mechanic II	32.79
23950 - Telephone Lineman	36.77
23960 - Welder, Combination, Maintenance	21.76
23965 - Well Driller	25.52
23970 - Woodcraft Worker	24.54

23980 - Woodworker	18.92
24000 - Personal Needs Occupations	
24550 - Case Manager	17.10***
24570 - Child Care Attendant	9.90***
24580 - Child Care Center Clerk	13.02***
24610 - Chore Aide	10.86***
24620 - Family Readiness And Support Services Coordinator	17.10***
24630 - Homemaker	17.10***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.34
25040 - Sewage Plant Operator	19.87
25070 - Stationary Engineer	23.71
25190 - Ventilation Equipment Tender	16.86***
25210 - Water Treatment Plant Operator	18.06
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.14
27007 - Baggage Inspector	14.06***
27008 - Corrections Officer	20.08
27010 - Court Security Officer	21.34
27030 - Detection Dog Handler	15.74***
27040 - Detention Officer	20.08
27070 - Firefighter	20.23
27101 - Guard I	14.06***
27102 - Guard II	15.74***
27131 - Police Officer I	22.61
27132 - Police Officer II	25.14
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.88***
28042 - Carnival Equipment Repairer	15.15***
28043 - Carnival Worker	10.20***
28210 - Gate Attendant/Gate Tender	15.98***
28310 - Lifeguard	11.70***
28350 - Park Attendant (Aide)	17.87
28510 - Recreation Aide/Health Facility Attendant	13.04***
28515 - Recreation Specialist	22.15
28630 - Sports Official	14.23***
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.63
29020 - Hatch Tender	25.63
29030 - Line Handler	25.63
29041 - Stevedore I	24.08
29042 - Stevedore II	27.13
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.71
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	32.21
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	35.47
30021 - Archeological Technician I	20.05
30022 - Archeological Technician II	22.42
30023 - Archeological Technician III	27.79
30030 - Cartographic Technician	27.79
30040 - Civil Engineering Technician	23.23
30051 - Cryogenic Technician I	30.77
30052 - Cryogenic Technician II	33.98
30061 - Drafter/CAD Operator I	20.05
30062 - Drafter/CAD Operator II	22.42
30063 - Drafter/CAD Operator III	25.00
30064 - Drafter/CAD Operator IV	30.77
30081 - Engineering Technician I	19.03
30082 - Engineering Technician II	21.38
30083 - Engineering Technician III	23.91
30084 - Engineering Technician IV	29.63

30085 - Engineering Technician V	36.23
30086 - Engineering Technician VI	43.84
30090 - Environmental Technician	25.56
30095 - Evidence Control Specialist	27.79
30210 - Laboratory Technician	29.34
30221 - Latent Fingerprint Technician I	30.77
30222 - Latent Fingerprint Technician II	33.98
30240 - Mathematical Technician	27.79
30361 - Paralegal/Legal Assistant I	22.42
30362 - Paralegal/Legal Assistant II	27.79
30363 - Paralegal/Legal Assistant III	33.98
30364 - Paralegal/Legal Assistant IV	41.12
30375 - Petroleum Supply Specialist	33.98
30390 - Photo-Optics Technician	27.79
30395 - Radiation Control Technician	33.98
30461 - Technical Writer I	25.30
30462 - Technical Writer II	31.19
30463 - Technical Writer III	37.52
30491 - Unexploded Ordnance (UXO) Technician I	29.69
30492 - Unexploded Ordnance (UXO) Technician II	35.92
30493 - Unexploded Ordnance (UXO) Technician III	43.05
30494 - Unexploded (UXO) Safety Escort	29.69
30495 - Unexploded (UXO) Sweep Personnel	29.69
30501 - Weather Forecaster I	30.77
30502 - Weather Forecaster II	37.43
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.00
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.92
31020 - Bus Aide	13.60***
31030 - Bus Driver	18.80
31043 - Driver Courier	14.12***
31260 - Parking and Lot Attendant	12.25***
31290 - Shuttle Bus Driver	13.16***
31310 - Taxi Driver	12.71***
31361 - Truckdriver, Light	15.42***
31362 - Truckdriver, Medium	16.59***
31363 - Truckdriver, Heavy	21.75
31364 - Truckdriver, Tractor-Trailer	21.75
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.51
99030 - Cashier	10.72***
99050 - Desk Clerk	11.00***
99095 - Embalmer	27.28
99130 - Flight Follower	29.69
99251 - Laboratory Animal Caretaker I	12.77***
99252 - Laboratory Animal Caretaker II	13.76***
99260 - Marketing Analyst	28.74
99310 - Mortician	27.28
99410 - Pest Controller	17.14***
99510 - Photofinishing Worker	15.60***
99710 - Recycling Laborer	20.05
99711 - Recycling Specialist	24.38
99730 - Refuse Collector	17.71
99810 - Sales Clerk	13.43***
99820 - School Crossing Guard	14.60***
99830 - Survey Party Chief	24.42
99831 - Surveying Aide	14.96***
99832 - Surveying Technician	20.50
99840 - Vending Machine Attendant	19.88
99841 - Vending Machine Repairer	24.99
99842 - Vending Machine Repairer Helper	19.88

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage

rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

APRIL 2024

Unclaimed Property Capital Credits for Counties

GLENN HEGAR

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

FOR MORE INFORMATION, VISIT OUR WEBSITE AT
comptroller.texas.gov

FOR INFORMATION ON UNCLAIMED PROPERTY, SEE
comptroller.texas.gov/up

In conjunction with Local Government Code, Section 381.004, Texas Property Code, Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- Electric Cooperatives must use the numeric Federal Information Processing Standard (FIPS) county code of the service address. This code must be entered in the country code field of the remittance report.
- A county may or may not receive funds in a given year.

Who qualifies?

- Any county can request a portion of these funds.
- The county must follow instructions in Local Government Code, Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program:*

- for state or local economic development.
- for small or disadvantaged business development.
- to stimulate, encourage and develop business location and commercial activity in the county.
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses.
- to improve the extent to which women and minority businesses are awarded county contracts.
- to support comprehensive literacy programs that benefit county residents.
- for the encouragement, promotion, improvement and application of the arts
- to support a children's advocacy center

* Review Local Government Code, Section 381.004 before starting a program.

For questions on Capital Credits, contact our Holder Education and Reporting section at up.holder@cpa.texas.gov or 800-321-2274, option 2.

UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

How to request capital credits

The county judge and/or commissioners court must complete and submit the **form below**.

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court.
Funds will be paid directly to the court.

COUNTY REQUEST FOR CAPITAL CREDITS

County Name Marion County County FEIN 75-6001061

Authorized by ☒ Judge ☒ Commissioners Court

Name of County Judge Leward J LaFleur Approved Date 05/28/2024

SEND THE REQUESTED FUNDS TO:

Address 102 W Austin, Room 102 City Jefferson State TX Zip 75657

I acknowledge that the purpose of the funds complies with provisions of Texas Local Government Code, Section 381.004.

Name (printed) Leward J LaFleur Title County Judge

Signature  Date 5-28-2024

Email Address leward.lafleur@co.marion.tx.us Phone 903-665-3261

Submit signed and completed form by either mail, email or fax by July 31, 2024.

Mail Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Education and Reporting section
P.O. Box 12019
Austin, Texas 78711-2019

Email up.holder@cpa.texas.gov
Fax 512-463-3569

FOR COMPTROLLER'S USE ONLY: We are authorized to release _____% of the total amount available to your county. We will send a

\$_____ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code, Section 381.004.

Comptroller's Representative _____ Date _____

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.

It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling **800-252-1382**, or by sending a fax to **512-475-0900**.

**Unclaimed Capital Credit
Revenue**

2015	\$607.72
2016	\$1,500.00
2016	\$19,047.70
2018	\$16,078.29
2019	\$117,598.36
2020	\$77,872.83
2021	\$8,776.67
2022	\$17,150.03
2023	\$9,009.28

TOTAL	\$267,640.88
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All Spent on Airport with exception of:

2023	\$46,000	Martin House
2024	\$15,000	Croppie Tournament