



**NOTICE OF
SPECIAL MEETING OF THE TOWN COUNCIL
REMOTE MEETING
1-888-475-4499 MEETING ID: 818 0673 1678
MONDAY, SEPTEMBER 14, 2020, 5:00 PM**

AGENDA

In response to the coronavirus pandemic, effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location. [Remote Meeting Participation Information.](#)

Call to Order

Roll Call

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

Invocation

Items of Community Interest

Pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following: expressions of thanks, congratulations, or condolence; an honorary or salutory recognition of an individual; a reminder about an upcoming event organized or sponsored by the governing body; and announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda. Please submit a [Public Comment Form](#) at least five minutes prior to the meeting.

Public Comment

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

Consent Agenda

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

1. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement between the Town of Hickory Creek, Texas and Eight20 Consulting concerning tax analytical services.
2. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Town Administrator of the Town of Hickory Creek, Texas, to execute a master equity lease agreement and a maintenance agreement by and between the Town of Hickory Creek, Texas and Enterprise FM Trust and Enterprise Fleet Management, Inc.
3. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute Supplemental Agreement No. 1 Lease No. DACW63-1-15-0593 by and between the Town of Hickory Creek, Texas and Secretary of the Army.
4. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute a pricing supplement to the subscriber agreement by and between the Town of Hickory Creek, Texas and TransUnion Risk and Alternative Data Solutions, Inc.

Regular Agenda

5. Reconvene a public hearing from August 24, 2020, regarding a request from Darryl Moore on behalf of Eagle Marine for a Special Use Permit for a Pro Shop and Dealership for the display and sales of boats and accessories with exterior boat storage at 6060 S. Stemmons Freeway Suite 300 and consider and act on the same. The property is legally described as Lake Cities Polaris Addition Lot 1, 2 and 3, Town of Hickory Creek, Denton County, Texas.
6. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an interlocal cooperative agreement between the Town of Hickory Creek, Texas and the County of Denton concerning road design and construction.
7. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute an agreement for professional engineering services by and between the Town of Hickory Creek, Texas and Halff Associates, Inc.
8. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby authorizing the Mayor of the Town of Hickory Creek, Texas, to execute a utility franchise consulting agreement by and between the Town of Hickory Creek, Texas and TriStem, Ltd.
9. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas repealing Chapter 4 Business Regulations, Article 4.05 Alcoholic Beverages, Section 4.05.002, Sales Restrictions.
10. Consider and act on allocating funds to address internet connectivity issues within brownfield areas in the Town of Hickory Creek.

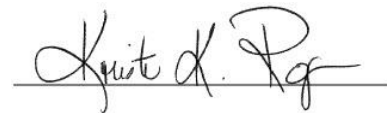
11. Discussion regarding the Town of Hickory Creek participating in a community project benefiting the Lake Cities youth.

Adjournment

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

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

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas, on September 11, 2020 at 8:00 a.m.

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

Kristi Rogers, Town Secretary
Town of Hickory Creek

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0914-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND EIGHT20 CONSULTING CONCERNING TAX ANALYTICAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed agreement with Eight20 Consulting (hereinafter the "Agreement") for tax analytical services according to the terms and conditions contained with the Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this _____ day of June, 2020.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0914-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE TOWN ADMINISTRATOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE A MASTER EQUITY LEASE AGREEMENT AND A MAINTENANCE AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND ENTERPRISE FM TRUST AND ENTERPRISE FLEET MANAGEMENT, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Master Equity Lease Agreement by and between the Town of Hickory Creek, Texas and Enterprise FM Trust (hereinafter the "Lease Agreement") to lease vehicles for use by the Town, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference;

WHEREAS, the Town Council has been presented with a proposed Maintenance Agreement by and between the Town of Hickory Creek, Texas and Enterprise Fleet Management, Inc. (hereinafter the "Maintenance Agreement") for the maintenance of those same vehicles, a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference;

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

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

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

Section 2: That the Town Administrator of the Town of Hickory Creek, Texas, is hereby authorized to execute on behalf of the Town of Hickory Creek, Texas, the Maintenance Agreement attached hereto as Exhibit B.

Section 3: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 14th day of September, 2020.

John Smith, Town Administrator
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM_____ Customer_____

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____



MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this ____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and Lee College District ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the ____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

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in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: **Josh Wellen**

Title: _____

Title: **Regional Sales Mar**

Address: _____

Address: **10401 Centrepark Drive #200**

Houston, TX. 77043

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0914-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 LEASE NO. DACW63-1-15-0593 BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND SECRETARY OF THE ARMY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Supplemental Agreement No. 1 to Lease No. DACW63-1-15-0593 by and between the Town of Hickory Creek, Texas and Secretary of the Army (“Government”) (hereinafter the "Agreement") to supplement the previously signed Lease No. DACW63-1-15-0593 for Public Park and Recreation Purposes, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 14th day of September, 2020.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

SUPPLEMENTAL AGREEMENT NO. 1

TO

LEASE NO. DACW63-1-15-0593

FOR PUBLIC PARK AND RECREATION PURPOSES

LEWISVILLE LAKE, TEXAS

This Supplemental Agreement No. 1 is made and entered into between the Secretary of the Army, party of the first part, hereinafter referred to as the Government, and the Town of Hickory Creek, 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065, party of the second part, hereinafter referred to as the Lessee;

WITNESSETH:

WHEREAS, on 19 October 2015, the Government granted to the Town of Hickory Creek, Texas, the above numbered lease for public park and recreation purposes, at Lewisville Lake, Texas, as more specifically described in said lease for a term of five (5) years, beginning September 27, 2015 and ending September 26, 2020, with a five (5) year option.

WHEREAS, Lessee has requested that the lease be extended for an additional five (5) years and to update Exhibit B, development plans. The lease language shall also be updated to incorporate conditions on Executive Order 13706 and Background Investigations, to correct Exhibit A1, legal description and replace with Exhibit A-1a, revised legal description and replace Exhibit D, Preliminary Assessment Screening, with Exhibit D-1, Environmental Site Assessment.

NOW THEREFORE, Lease DAW63-1-15-0593 is hereby amended in the following respects only:

Delete the LEASE language in its entirety and substitute in lieu thereof:

"NO. DACW63-1-15-0593

DEPARTMENT OF THE ARMY

LEASE TO NON-STATE GOVERNMENTAL AGENCIES

FOR PUBLIC PARK AND RECREATIONAL PURPOSES

LEWISVILLE LAKE

DENTON COUNTY, TEXAS

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and the **Town of Hickory Creek**, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibits A (1 of 2) - MAP, A-1a (1 of 8) – LEGAL DESCRIPTION**, attached hereto and made a part hereof, hereinafter referred to as the Premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said Premises are hereby leased for a term of **five (5) years**, beginning **SEPTEMBER 27, 2020** and ending **SEPTEMBER 26, 2025**.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to **Town of Hickory Creek, 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065**; and if to the United States, to the Real Estate Contracting Officer, Attention: Chief, Real Estate Division, ATTN: CESWF-RE-M, Post Office Box 17300, Fort Worth, TX 76102-0300; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sub-lessees, assignees, transferees, successors and their duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit B-1 (1 of 4)** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sub-lessees. No later than September 1 of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sub-lessees.
- b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.
- c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.
- d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased Premises.
- e. Budget of the Lessee for carrying out all activities for the upcoming year.
- f. Personnel to be used in the management of the leased Premises.
- g. Annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.
- h. The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer. During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the Premises and the Lessee may provide comments.

6. STRUCTURE AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the Premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the Premises

unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the Premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disability Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the Real Estate Contracting Officer and the Lessee to reflect the condition of said property and improvements. A copy of said report is attached hereto as **Exhibit C** and made a part hereof. Upon the expiration, revocation or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the condition on **PROTECTION OF PROPERTY**.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be

effective until the third party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the Premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the Premises. The Lessee will not subdivide nor develop the Premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the Premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the Premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the Premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Real Estate Contracting Officer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Real Estate Contracting Officer, or at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the Premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$250,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies, or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The Real Estate Contracting Officer shall have the right to

review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the Premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the Premises, remove the property of the Lessee, and restore the Premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the Premises, remove said property therefrom, and restore the Premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the Premises, then, at the option of the Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefor, or the Real Estate Contracting Officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the Premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased Premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age

Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assignees.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Real Estate Contracting Officer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the Premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the Premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the Premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the Premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the Premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the Premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Real Estate Contracting Officer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the Premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the Premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Real Estate Contracting Officer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the Premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 1701-1709) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c.

(1) A Claim by the Lessee shall be made in writing and submitted to the Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Real Estate Contracting Officer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that—

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by –

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the Real Estate Contracting Officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the Real Estate Contracting Officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Real Estate Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest or the amount found due and unpaid by the Government from (1) the date the Real Estate Contracting Officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Real Estate Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the Real Estate Contracting Officer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by

the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

28. PHASE I ENVIRONMENTAL SITE ASSESSMENT

A Phase I Environmental Site Assessment (ESA), documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT D-1**. Upon expiration, revocation or relinquishment of this lease another ESA shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the Real Estate Contracting Officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites, said system to be acceptable to the Real Estate Contracting Officer.

b. Occupying any lands, buildings, vessels or other facilities within the Premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the Premises for security purposes, if authorized by the Real Estate Contracting Officer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

35. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC Section 403), and Section 404 of the Clean Waters Act (33 USC

Section 1344), Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

36. DETERMINATION REGARDING EXECUTIVE ORDER 13658

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Orders beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall

be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall made and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

- (ii) The worker's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

l. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order.

With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

m. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

37. DETERMINATION REGARDING EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR

13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection,

copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classifications(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29

CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to received Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Oder 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of other documentation provide to verify the need to use paid sick leave, or making the use of paid

sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

38. ADDED CONDITIONS

a. **BACKGROUND INVESTIGATIONS:** Prior to the assignment of any sublease, the Lessee shall be required to perform background investigations of any prospective sublessees and submit the findings to the U.S. Army Corps of Engineers for approval. Persons who have been convicted of a violent crime, sexual crime, arson, crime with a weapon, sale or intent to distribute illegal drugs, are an organized crime figure, or an illegal alien may not be approved as a sublessee. The required background investigations (below)

must be conducted and the associated results provided with any sublease agreement approval request. A short description of the required background investigations are below:

1. Nationwide Background Checks. There are many private companies that conduct pre-employment criminal background checks for employers. This type of check requires the full name of the applicant and residential address. In some locations a signed release is also required from the applicant.

2. U.S. Citizen Verification. The Department of Homeland Security has a program that employers can participate in, at no cost, which allows them to conduct a social security verification and immigration check on an individual. To register for the program, contact the Department of Homeland Security Systematic Alien Verification for Entitlements Program (SAVE) at <https://www.uscis.gov/save> or call 1-888-464-4210.

b. The Town of Hickory Creek is required to operate and maintain the recreation areas to at least the minimal U.S. Army Corps of Engineers standards.

c. The Town of Hickory Creek must supply the means to provide the U.S. Army Corps of Engineers with monthly visitation data, no later than the 10th of each month, as well as providing holiday visitation data, for reporting to the Visitors Estimation Reporting System (VERS).

d. Time limitations for camping, including but not limited to transient trailers or recreational vehicles, shall follow current policy guidance.

e. All compliance deficiencies observed during compliance inspections must be resolved by the Lessee within the specified time frames.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, 2020.

Rocky D. Lee
District Chief, Real Estate Division
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this _____ day of _____, 2020.

Town of Hickory Creek

Name

Title

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the
_____ of the Town of Hickory Creek, named as the Grantee
herein; and that _____, who signed the foregoing instrument on
behalf of the Grantee, was then _____ of the Town of Hickory Creek.
I further certify that the said officer was acting within the scope of powers delegated to
this governing body of the Grantee in executing said instrument.

Town of Hickory Creek

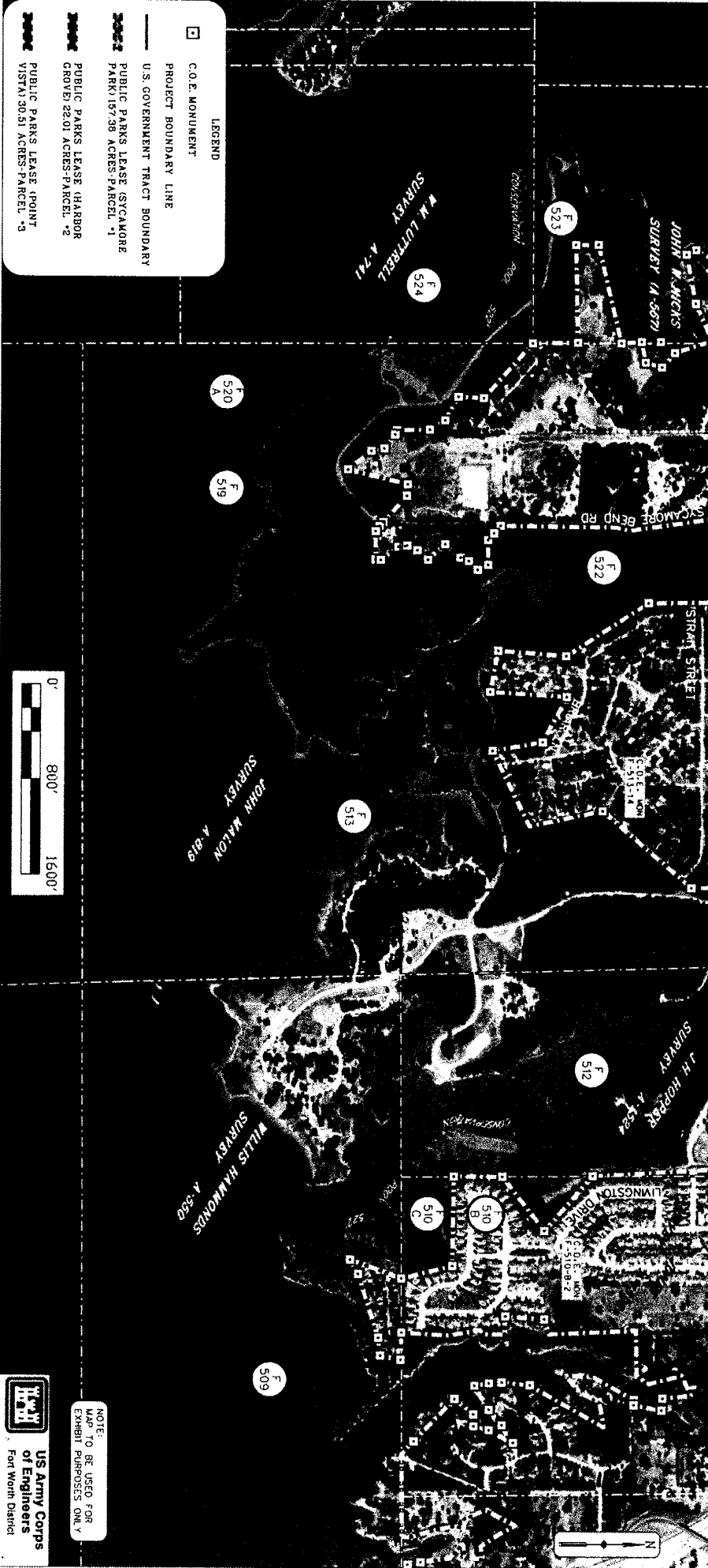
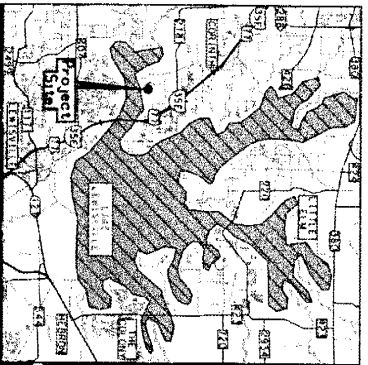
Date

Authorized Representative

Title

AFFIX COMPANY SEAL

NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.



LEGEND

- C.O.E. MONUMENT
- PROJECT BOUNDARY LINE
- U.S. GOVERNMENT TRACT BOUNDARY
- PUBLIC PARKS LEASE (SYCAMORE PARK) 15738 ACRES-PARCEL *1
- PUBLIC PARKS LEASE (HARBOR GROVE) 2501 ACRES-PARCEL *2
- PUBLIC PARKS LEASE (POINT VISTA) 30.51 ACRES-PARCEL *3

LAKE LEWISVILLE
PUBLIC PARKS LEASE
SYCAMORE, HARBOR GROVE,
AND POINT VISTA



NOTE:
MAP TO BE USED FOR
EXHIBIT PURPOSES ONLY

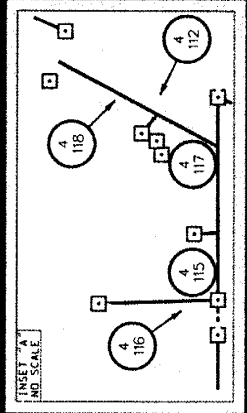
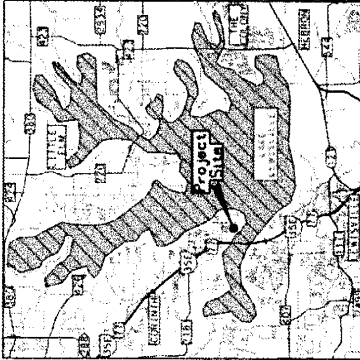
**US Army Corps
of Engineers**
Fort Worth District



NOTE:
MAP TO BE USED FOR
EXHIBIT PURPOSES ONLY

US Army Corps
of Engineers
For Worth District

LAKE LEWISVILLE
PUBLIC PARKS LEASE
ARROWHEAD AND OAKLAND



- LEGEND**
- C.O.E. MONUMENT
 - PROJECT BOUNDARY LINE
 - U.S. GOVERNMENT TRACT BOUNDARY
 - ▨ PUBLIC PARKS LEASE (ARROWHEAD PARK) OPERATED BY THE TOWN OF HICKORY CREEK 52.42 ACRES-PARCEL 44
 - ▨ PUBLIC PARKS LEASE (OAKLAND PARK/ARROWHEAD PARK LEASE) OPERATED BY THE TOWN OF HICKORY CREEK 50.84 ACRES-PARCEL 5
 - ▨ PUBLIC PARKS LEASE (OAKLAND PARK) CORPS OF ENGINEERS OPERATED 254.40 ACRES-PARCEL 6

WILLIS HAMMONS
SURVEY A-550

M.M. DILNEY
SURVEY A-345

SHELTON LUTTRELL
SURVEY A-743

JOHN RAMSEY HRS
SURVEY A-1073

LOWRY COB
SURVEY



LEWISVILLE RESERVOIR
TRINITY REGIONAL PROJECT
PARKS AND RECREATION
PUBLIC PARKS LEASE

PARCEL 1 (SYCAMORE PARK)

ACREAGE: 157.38

A PARCEL OF LAND OUT OF THE W.M. LUTTRELL SURVEY (A-741), THE JOHN W. HICKS SURVEY (A-567) AND THE JOHN MALON SURVEY (A-819) SITUATED IN THE COUNTY OF DENTON, STATE OF TEXAS, BEING A PORTION OF U.S.A. TRACT F-513, ACQUIRED IN WARRANTY DEED DATED FEBRUARY 5, 1952 VOLUME 375, PAGE 274 (D.R.D.C.T), BEING A PORTION OF U.S.A. TRACT F-519, ACQUIRED IN WARRANTY DEED DATED OCTOBER 6, 1951 VOLUME 374, PAGE 218 (D.R.D.C.T), BEING A PORTION OF U.S.A. TRACT F-520A, ACQUIRED IN WARRANTY DEED DATED OCTOBER 29, 1951, VOLUME 376, PAGE 452 (D.R.D.C.T), BEING A PORTION OF U.S.A. TRACT F-522, ACQUIRED IN WARRANTY DEED DATED JANUARY 6, 1953, VOLUME 383, PAGE 375 (D.R.D.C.T), BEING A PORTION OF U.S.A. TRACT F-523, ACQUIRED IN WARRANTY DEED DATED JANUARY 29, 1952, VOLUME 375, PAGE 207 (D.R.D.C.T), BEING A PORTION OF U.S.A. TRACT F-524, ACQUIRED IN WARRANTY DEED DATED AUGUST 9, 1951 VOLUME 373, PAGE 152 (D.R.D.C.T), AND BEING MORE PARTICULARLY DISCRIBED AS FOLLOWS WITH ALL COORDINATES, BEARINGS AND DISTANCES REFERENCED TO NAD 83 TEXAS STATE PLANE COORDINATED SYSTEM, NORTH CENTRAL ZONE 4202;

BEGINNING at C.O.E. monument number F-522-18 located at the northeast corner of herein described, said marker also being the northeast corner of Tract F-522, said monument having coordinates X=2411009.81, Y=7091795.99;

THENCE, along the eastern borders of Tract F-522 and said lease, South 00°47'10" East a distance of 597.95 feet to C.O.E. monument number F-522-19, said point also being the northwest corner of Tract F-513;

THENCE along the northern border of said tract and the eastern border of herein described parcel the following (2) two courses:

- 1) South 32°43'23" East a distance of 828.22 feet to C.O.E. monument F-513-7;
- 2) South 04°07'37" East a distance of 573.73 feet to C.O.E. monument F-513-8;

THENCE over and across Tract F-513, South 19°57'49" West a distance of 129.11 feet to the approximate 522 foot conservation pool elevation for Lake Lewisville;

THENCE following along said conservation pool and southern border of herein described over and across Tracts F-513, F-522, F-519, F-520A, F-524 in a general westerly direction, passing at a distance of 6,623.12 feet the southeastern most point of described parcel (located in Tract F-513) and continuing along said course for a total distance of 15,270.18 feet to the southwestern most point thereof, said point also being located on the northern border of Tract F-524 and the southern border of Tract F-523;

THENCE departing said north-south border continuing along said conservation pool elevation and the western border of said lease over Tract F-523 in a northerly direction to the northwest point of herein described;

THENCE continuing across said tract along said conservation pool elevation and the northern border of herein described in a easterly direction a distance of 1365.56 feet to C.O.E. monument F-520-B-1, said point located on the eastern border of said tract;

THENCE departing said conservation pool elevation following along the eastern border of tract F-523 and the northern border of herein described lease the following (5) five courses:

- 1) South 04°40'39" East a distance of 170.93 feet to C.O.E. monument F-523-1;
- 2) South 76°39'09" West a distance of 853.12 feet to C.O.E. monument F-523-2;
- 3) South 00°57'55" East a distance of 189.49 feet to a C.O.E. concrete monument;
- 4) North 88°43'56" East a distance of 822.66 feet to a C.O.E. concrete monument;
- 5) South 01°06'28" East a distance of 379.03 feet to C.O.E. monument F-523-5, said point being the southeast corner of Tract F-523, the northeast corner of Tract F-524 and the northwest corner of Tract F-520-A;

THENCE along the northern boundaries of Tracts F-520-A, F-519 and herein described lease, the following (13) thirteen courses:

- 1) South 48°17'39" East a distance of 620.86 feet to C.O.E. monument F-520-A-1;
- 2) South 02°50'07" East a distance of 213.81 feet to C.O.E. monument F-520-A-2;
- 3) South 61°00'29" East a distance of 226.90 feet to C.O.E. monument F-520-A-3;
- 4) South 31°20'40" East a distance of 151.52 feet to C.O.E. monument F-520-A-4;
- 5) South 01°34'46" East a distance of 277.05 feet to C.O.E. monument F-520-A-5;
- 6) South 69°45'58" East a distance of 37.70 feet to C.O.E. monument F-520-A-6;
- 7) South 52°12'43" East a distance of 149.40 feet to C.O.E. boundary ID F-519-1 (marker not found);
- 8) South 10°23'32" East a distance of 110.85 feet to C.O.E. boundary ID F-519-2 (marker not found);
- 9) South 38°39'40" East a distance of 252.16 feet to C.O.E. monument F-519-3;
- 10) North 13°43'49" East a distance of 521.06 feet to C.O.E. monument F-519-4;
- 11) South 85°40'26" East a distance of 95.80 feet to C.O.E. monument F-519-5;
- 12) South 48°15'43" East a distance of 298.08 feet to C.O.E. monument F-519-6;
- 13) South 46°32'58" East a distance of 45.55 feet to C.O.E. monument F-513-1, said point being the northeast corner of tract F-519 situated on the eastern border of Tract F-513;

THENCE along the eastern boundaries of Tracts F-513 and F-522 and continuing along the northerly border of herein described lease, the following (20) twenty courses:

- 1) South 53°56'45" East a distance of 55.37 feet to C.O.E. monument F-513-2;
- 2) South 89°45'01" East a distance of 232.37 feet to C.O.E. monument F-513-3;
- 3) North 04°22'55" East a distance of 44.56 feet to C.O.E. monument F-513-4;
- 4) North 36°50'59" West a distance of 185.49 feet to C.O.E. monument F-513-5;

- 5) North 05°37'53" West a distance of 55.38 feet to C.O.E. monument F-513-6;
- 6) North 14°43'08" West a distance of 19.94 feet to C.O.E. monument F-522-1;
- 7) North 24°21'06" East a distance of 93.92 feet to C.O.E. monument F-522-2;
- 8) North 41°58'19" East a distance of 119.36 feet to C.O.E. monument F-522-3 (marker not found);
- 9) North 42°33'48" West a distance of 195.21 feet to C.O.E. monument F-522-4;
- 10) North 41°08'49" East a distance of 170.51 feet to C.O.E. monument F-522-5;
- 11) North 22°59'21" East a distance of 76.46 feet to C.O.E. monument F-522-6;
- 12) North 44°05'45" East a distance of 105.71 feet to C.O.E. monument F-522-7;
- 13) North 26°16'29" West a distance of 98.85 feet to C.O.E. monument F-522-8;
- 14) North 89°33'39" West a distance of 209.56 feet to C.O.E. monument F-522-9;
- 15) North 48°19'59" West a distance of 76.11 feet to C.O.E. monument F-522-10;
- 16) North 49°28'06" West a distance of 84.08 feet to C.O.E. monument F-522-11;
- 17) North 00°29'46" East a distance of 962.67 feet to a point (marker not found);
- 18) North 11°49'11" East a distance of 126.78 feet to a point (marker not found);
- 19) North 02°21'06" West a distance of 14.76 feet to a point (marker not found);
- 20) North 08°08'44" West a distance of 782.17 feet to C.O.E. monument F-522-17;
- 21) South 88°05'00" East a distance of 715.63 feet to the **Point of Beginning**, containing 157.38 acres, more or less.

PARCEL 2 (HARBOR GROVE PARK)

ACREAGE: 22.01

A PARCEL OF LAND OUT OF THE JOHN MALON SURVEY (A-819), SITUATED IN THE COUNTY OF DENTON, STATE OF TEXAS, BEING A PORTION OF U.S.A. TRACT F-513, ACQUIRED IN WARRANT DEED DATED FEBRUARY 5, 1952 VOLUME 375, PAGE 274 (D.R.D.C.T), AND BEING MORE PARTICULARLY DISCRIBED AS FOLLOWS WITH ALL COORDINATES, BEARINGS AND DISTANCES REFERENCED TO NAD 83 TEXAS STATE PLANE COORDINATED SYSTEM, NORTH CENTRAL ZONE 4202;

COMMENCING at C.O.E. monument number F-522-18 located at the northeast corner of Tract F-522, said monument having coordinates X=2411009.81, Y=7091795.99;

THENCE, along the eastern border of Tract F-522, South 00°47'10" East a distance of 597.95 feet to C.O.E. monument number F-522-19, said point also being the northwest corner of Tract F-513;

THENCE along the northern border of said tract the following (2) two courses:

- 1) South 32°43'23" East a distance of 828.22 feet to C.O.E. monument F-513-7;
- 2) South 04°07'37" East a distance of 573.73 feet to C.O.E. monument F-513-8, said point being the **Point of Beginning**;

THENCE along the northern border of Tract F-513 and herein described parcel, the following (5) five courses:

- 1) South 79°22'54" East a distance of 354.58 feet to C.O.E. monument F-513-9;
- 2) North 03°30'09" East a distance of 646.96 feet to C.O.E. monument F-513-10;
- 3) South 62°13'37" East a distance of 433.38 feet to C.O.E. monument F-513-11;
- 4) South 09°54'01" East a distance of 428.27 feet to C.O.E. monument F-513-12;
- 5) North 63°45'44" East a distance of 708.50 feet to the northeast corner of herein described parcel;

THENCE along the eastern border of herein described South 16°26'02" East a distance of 292.50 feet to the approximate 522 foot conservation pool elevation for Lake Lewisville;

THENCE following along said conservation pool and southern border of herein described in a general westerly direction a distance of 2926.25 feet to the southwest point thereof;

THENCE over and across Tract F-513, North 19°57'49" East a distance of 129.11 feet to the **Point of Beginning**, containing 22.01 acres more or less;

PARCEL 3 (POINT VISTA PARK)

ACREAGE: 30.38

A PARCEL OF LAND OUT OF THE J.H. HOPPER SURVEY (A-1524), THE WILLIS HAMMONDS SURVEY (A-550) AND THE S.A. JONES SURVEY (A-1598) SITUATED IN THE COUNTY OF DENTON, STATE OF TEXAS, BEING A PORTION OF U.S.A. TRACTS F-509 AND F-512, AWARDED TO THE U.S. GOVERNMENT IN CIVIL ACTION NUMBER 692, DATED JANUARY 8, 1952 LOCATED IN THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS, SHERMAN DIVISION; BEING A PORTION OF U.S.A. TRACTS F-510-B AND F-510-C ACQUIRED IN WARRANTY DEED DATED MAY 9, 1952, VOLUME 380, PAGE 188 (D.R.D.C.T); BEING A PORTION OF U.S.A. TRACT F-513, ACQUIRED IN WARRANTY DEED DATED FEBRUARY 5, 1952 VOLUME 375, PAGE 274 (D.R.D.C.T) AND BEING MORE PARTICULARLY DISCRIBED AS FOLLOWS WITH ALL COORDINATES, BEARINGS AND DISTANCES REFERENCED TO NAD 83 TEXAS STATE PLANE COORDINATED SYSTEM, NORTH CENTRAL ZONE 4202;

BEGINNING at C.O.E. monument number F-510-B-2 located at the easternmost corner of C.O.E. Tract F-510-B, and the northeast corner of herein described, said monument having coordinates X=2416314.27, Y= 7090344.39;

THENCE along the eastern border of herein described parcel and the borders of Tracts F-510-B, F-510-C, F-513 and F-509 the following (10) ten courses:

- 1) South 51°58'13" West a distance of 578.18 feet to C.O.E. monument F-510-B-3;
- 2) South 00°09'21" East a distance of 409.24 feet to C.O.E. monument F-510-C-1;
- 3) South 89°17'48" East a distance of 754.78 feet to C.O.E. monument F-510-C-2;
- 4) South 13°59'41" East a distance of 440.02 feet to C.O.E. monument F-510-C-3;
- 5) South 19°56'56" West a distance of 461.60 feet to C.O.E. monument F-509-2;
- 6) North 60°22'01" East a distance of 138.73 feet to C.O.E. monument F-509-3;

- 7) North 72°04'35" East a distance of 564.58 feet to C.O.E. monument F-509-4;
- 8) North 83°21'59" West a distance of 150.29 feet to C.O.E. monument F-509-5;
- 9) North 11°35'30" East a distance of 87.39 feet to C.O.E. monument F-509-6;
- 10) North 89°22'49" East a distance of 161.73 feet to the approximate 522 foot conservation pool elevation for Lake Lewisville;

THENCE following along said conservation pool and southern border of herein described in a general westerly direction, passing at a distance of 807.22 feet the southeastern most point of described parcel (located in Tract F-509) over and across Tracts F-509 and F-513 for a total distance of 4313.20 feet to the southwestern most point of herein described parcel, said point also being located on the northern border of Tract F-513 and the southern border of Tract F-510-C;

THENCE departing said north-south border continuing along said conservation pool elevation and the western border of said parcel over and across Tracts F-510-C and F-512 in a northerly direction a distance of 1439.01 feet to the northwestern most point of described parcel;

THENCE continuing along said conservation pool and northern border of herein described in an easterly direction, over and across Tracts F-512 and F-510-B a distance of 942.11 feet to the **Point of Beginning** containing 30.38 acres, more or less.

PARCEL 4

ACREAGE: 52.42

(ARROWHEAD PARK/

TOWN OF HICKORY CREEK JURISDICTION)

A PARCEL OF LAND OUT OF THE LOWRY COBB SURVEY (A-284), THE W.M. DIMMENT SURVEY (A-345) AND THE WILLIS HAMMONS SURVEY (A-550) ALL SITUATED IN THE COUNTY OF DENTON, STATE OF TEXAS, BEING ALL OF U.S.A. TRACT F-501-A AND A PORTION OF U.S.A. TRACT F-501-B BOTH AQUIRED IN WARRANTY DEED DATED JUNE 26, 1952 VOLUME 381, PAGE 424 (D.R.D.C.T), BEING ALL OF U.S.A. TRACT F-502, AQUIRED IN WARRANTY DEED DATED DECEMBER 4, 1951 VOLUME 376, PAGE 120 (D.R.D.C.T), BEING ALL OF U.S.A. TRACT F-503, AQUIRED IN WARRANTY DEED DATED DECEMBER 8, 1951, VOLUME 376, PAGE 194 (D.R.D.C.T), BEING A PORTION OF U.S.A. TRACT M-1105-3, AQUIRED IN WARRANTY DEED DATED OCTOBER 2, 1956, VOLUME 426, PAGE 543 (D.R.D.C.T), BEING A PORTION OF U.S.A. TRACT M-1106A, AQUIRED IN WARRANTY DEED DATED SEPTEMBER 11, 1953, VOLUME 382, PAGE 12 (D.R.D.C.T), BEING A PORTION OF TRACT M-1104 AWARDED TO THE U.S. GOVERNMENT IN CIVIL ACTION NUMBER 805, DATED FEBRUARY 19, 1954 LOCATED IN THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS, SHERMAN DIVISION; AND BEING MORE PARTICULARLY DISCRIBED AS FOLLOWS WITH ALL COORDINATES, BEARINGS AND DISTANCES REFERENCED TO NAD 83 TEXAS STATE PLANE COORDINATED SYSTEM, NORTH CENTRAL ZONE 4202;

COMMENCING at survey monument F-507-2A, located respectively on the north-south boundaries of Tracts F-507-2 and F-501-B, said monument being on the west right-of-way of U.S. Highway 35E;

THENCE, over and across said right-of-way South 89°26'37" East a distance of 217.34 feet to the **Point of Beginning** located respectively on the east-west border of said right-of-way and U.S.A. Tract M-1106-A;

THENCE, along said common border the following (4) four courses:

- 1) North 02°49'40" East a distance of 154.88 feet to a point;
- 2) North 01°23'29" West a distance of 188.60 feet to a point;
- 3) North 04°42'52" West a distance of 255.51 feet to a point;
- 4) North 09°00'09" West a distance of 196.77 feet to the northwest corner of Tract M-1106-A and herein described parcel;

THENCE departing said right-of-way and following along the northern border of Tract M-1106-A and herein described the following (8) eight courses:

- 1) North 81°02'26" East over and across Lake Dallas Drive and along the northern right-of-way of Hickory Hills Boulevard crossing at a distance of 182.58 feet the centerline of the Union-Pacific Rail Road right-of-way, and continuing along said course a total distance of 431.65 feet;
- 2) South 28°01'42" East a distance of 697.31 feet to a point;
- 3) South 50°44'59" East a distance of 288.27 feet to a point;
- 4) North 37°34'15" East a distance of 281.52 feet to a point;
- 5) North 07°23'09" West a distance of 327.68 feet to a point;
- 6) North 40°50'01" West a distance of 170.88 feet to a point;
- 7) South 86°39'41" East a distance of 168.77 feet to a point;
- 8) North 52°27'15" East a distance of 113.68 feet to the northwest corner of Tract M-1106-A and herein described parcel;

THENCE departing said northern borders following along the eastern borders of Tracts M-1106-A, M-1105-3, M-1104 and herein described the following (7) seven courses:

- 1) South 37°58'21" East a distance of 444.43 feet to a point;
- 2) South 00°48'59" East a distance of 474.42 feet to a point;
- 3) South 33°53'47" East a distance of 243.84 feet to a point;
- 4) North 71°41'00" East a distance of 308.67 feet to a point;
- 5) South 05°52'50" East a distance of 210.33 feet to a point;
- 6) South 53°55'41" West a distance of 552.11 feet to a point;
- 7) South 00°22'56" West a distance of 556.51 feet to the approximate 522 foot conservation pool elevation for Lake Lewisville located at the southeastern most corner of herein described;

THENCE along said conservation pool and southern border of herein described in a general westerly direction, over and across Tracts M-1104, M-1106-A, M-1105-3 and F-510-B a distance of 8,610.82 feet to the eastern right-of-way of State Highway 35E, said point also being the southwestern most corner of herein described;

THENCE departing said conservation pool and following along the eastern right-of-way of said highway and western border of herein described over and across Tracts F-501-B, F-503, F-502 and F-501-A the following (3) three courses:

- 1) North 04°27'36" East a distance of 794.77 feet to a point;
- 2) North 03°22'49" East a distance of 793.74 feet to a point;
- 3) North 03°52'25" East a distance of 228.96 feet to the **Point of Beginning** containing 52.42 acres more or less;

PARCEL 5

ACREAGE: 56.27

(OAKLAND/ARROWHEAD PARK/
TOWN OF HICKORY CREEK JURISDICTION)

A PARCEL OF LAND OUT OF THE LOWRY COBB SURVEY (A-284), THE W.M. DIMENT SURVEY (A-345), THE LEWIS A. BROWN SURVEY (A-108), AND THE SHELTON LUTTRELL SURVEY (A-734) ALL SITUATED IN THE COUNTY OF DENTON, STATE OF TEXAS, BEING ALL OF U.S.A. TRACT 4-112 ACQUIRED IN WARRANTY DEED DATED MAY 25, 1989 VOLUME 2584, PAGE 559 (D.R.D.C.T), BEING A PORTION OF U.S.A. TRACT 4-115, ACQUIRED IN WARRANTY DEED DATED AUGUST 24, 1988 VOLUME 2468, PAGE 220 (D.R.D.C.T), BEING A PORTION OF U.S.A. TRACT 4-116, ACQUIRED IN WARRANTY DEED DATED DECEMBER 8, 1988, VOLUME 2561, PAGE 184 (D.R.D.C.T), BEING A PORTION OF U.S.A. TRACT 4-117, ACQUIRED IN WARRANTY DEED DATED MAY 25, 1989, VOLUME 2584, PAGE 564 (D.R.D.C.T), BEING ALL OF U.S.A. TRACT 4-118 ACQUIRED IN WARRANTY DEED DATED MAY 25, 1989 VOLUME 2584, PAGE 564 (D.R.D.C.T), BEING A PORTION OF U.S.A. TRACT D-382 ACQUIRED IN RELOCATION CONTRACT DA-41-443-ENG-874 DATED AUGUST 17, 1956 VOLUME 432, PAGE 164 (D.R.D.C.T), BEING A PORTION OF U.S.A. TRACT D-337-2 AWARDED TO THE U.S. GOVERNMENT IN CIVIL ACTION NUMBER 705, DATED OCTOBER 18, 1956, BEING A PORTION OF U.S.A. TRACT D-339-B AWARDED TO THE U.S. GOVERNMENT IN CIVIL ACTION NUMBER 692, DATED MARCH 19, 1954, BEING PORTIONS OF U.S.A. TRACTS D-338-B, D-340-B, D-341-B, D-342-B, D-343-B, D-344-B ALL AWARDED TO THE U.S. GOVERNMENT IN CIVIL ACTION NUMBER 689, ALL DATED MARCH 28, 1955, BEING A PORTION OF TRACT M-1104 AWARDED TO THE U.S. GOVERNMENT IN CIVIL ACTION NUMBER 805, DATED FEBRUARY 19, 1954; ALL CIVIL ACTIONS IN THIS DISCRIPTION ARE LOCATED IN THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS, SHERMAN DIVISION; SAID LEASE BEING MORE PARTICULARLY DISCRIBED AS FOLLOWS WITH ALL COORDINATES, BEARINGS AND DISTANCES REFERENCED TO NAD 83 TEXAS STATE PLANE COORDINATED SYSTEM, NORTH CENTRAL ZONE 4202;

BEGINNING on the northern border of U.S.A. Tract M-1104 at the northwest corner of herein described at survey monument M-1105-3-2, said monument having coordinates X= 2421082.83, Y=7088487.17;

THENCE following along the northern border of herein described along the borders of Tracts M-1104, D-338-B, 4-116, 4-115, 4-117, 4-118, 4-112, and D-382 the following (12) twelve courses:

- 1) North 89°03'42" East a distance of 1212.50 feet to C.O.E. monument M-1104-2;
- 2) South 00°17'18" West a distance of 2201.55 feet to C.O.E. monument D-10;

- 3) South 89°51'14" East a distance of 731.72 feet to C.O.E. monument D-8;
 - 4) North 10°02'28" East a distance of 208.47 feet to a survey pin;
 - 5) North 83°31'05" East a distance of 33.18 feet to a C.O.E. concrete monument with cap;
 - 6) North 13°36'11" East a distance of 176.04 feet to a 4 inch pipe;
 - 7) South 41°01'36" East a distance of 177.82 feet to an unknown boundary marker (not found);
 - 8) North 64°42'14" East a distance of 161.00 feet to a 4 inch pipe (ID DP-4A);
 - 9) North 31°28'22" East a distance of 204.01 feet to a 4 inch pipe (ID DP-7);
 - 10) South 73°10'19" East a distance of 77.12 feet to a 4 inch pipe (ID DP-8);
 - 11) South 21°47'12" West a distance of 273.36 feet to C.O.E. monument D-6;
 - 12) South 89°44'49" East a distance of 251.14 feet to C.O.E. monument D-337-A-1, said point located at the most northeasterly corners of U.S.A. Tract D-382 and herein described parcel;
- THENCE** following along the eastern borders of said tract and lease/parcel the following (2) two courses:

1) South 36°34'00" West a distance of 253.00 feet to a point of tangency with a curve to the left;

2) 1183.67 feet with the arc of said curve having a radius of 1382.69 feet to the southeastern corner of said parcel;

THENCE South 89°30'57" West over and across U.S.A. Tracts D-382 and D-344-B respectively a distance of 150.82 feet to the approximate 522 foot conservation pool elevation for Lake Lewisville;

THENCE along the southern border of herein described parcel and said conservation pool over and across Tracts D-344-B, D-343-B, D-342-B, D-341-B, D-340-B, D-339-B, D-338-B, 4-117, 4-115, 4-116 and M-1104 in a general westerly direction a distance of 10,212.95 feet to the southwestern most point of herein described;

THENCE departing said conservation pool North 00°22'56" East a distance of 218.84 feet to the **Point of Beginning** containing 56.84 acres more or less;

This product was calculated from CADD/GIS systems software prepared by the U.S. Army Corps of Engineers utilizing spatial reference from various data sources. Data and product accuracy may vary. They may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc... Using CADD products for purposes other than those for which they were created may yield inaccurate or misleading results. The Corps of Engineers makes no guarantees to the accuracy of this legal description.

Town of Hickory Creek Goals

DEVELOPMENT PLAN 2020-2030

Sycamore Bend Park

Re-pave parking lot and stripe.

Re-pave boat ramp areas.

Install new road into primitive camping area.

Paint and or replace existing primitive restroom.

Construct new hike & bike trail to Harbor Lane Park.

Install new fishing pier.

Install additional lighting in the park.

Install future sandy beach.

Construct equestrian trail connecting trail to Corinth.

Install new parking lot for equestrian & park visitors.

Town of Hickory Creek Goals

DEVELOPMENT PLAN 2020-2030

Harbor Grove Park

Re-pave parking lot & stripe.

Pave Highland Road

Install new seating areas & benches

Cover current playground equipment canvass roof to protect from heat.

Connect trail to Sycamore Bend Park for hiking & biking.

Install new picnic & grilling stations.

Town of Hickory Creek Goals

DEVELOPMENT PLAN 2020-2030

Point Vista Park

Re-pave parking lot and stripe.

Install new seating areas & benches.

Install fish cleaning area.

Install additional lighting.

Town of Hickory Creek Parks Goals

DEVELOPMENT PLAN 2020 - 2030

Arrowhead Park

Re-pave parking lot and stripe.

Install new seating areas & benches.

Re-pave roads to boat ramps.

Paint restroom facility & pavilion framework.

Install new playground equipment along with elevated
canvass roof to protect from heat.

JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY

INSTRUCTIONS

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. If considered necessary, use a separate ENG Form 3143a for each room surveyed 2. Additional sheets may be attached for physical characteristics of land and buildings: | Exterior and interior details of buildings; service facilities; and inventory of machinery and equipment; miscellaneous items and general remarks and otherwise covered in section II of this form or on ENG Form 3143a. |
|--|--|

ADDED INSTRUCTIONS (Overprint, if desired)

SECTION I - PROPERTY DATA AND CONDITION AGREEMENT

DATE OF SURVEY 30 March 2012	LEASE NO. DACW63-1-12-0553	LEASE COMMENCEMENT DATE 27 September 2010	DATE POSSESSION TAKEN 1988
ACTIVITY Sycamore Bend Park, Lewisville Lake		TOTAL LEASED BUILDING AREA (Square feet) N/A	

DESCRIPTION OF PROPERTY

ITEM	DESCRIPTION	PROPERTY ID#	CONDITION
1---	Surfacing Paved Road- 0.538 Miles	LE-26570	Good
2---	Surfacing Unpaved Road- 0.489 Miles	LE-26571	Good
3---	9 Picnic Sites w/Grills	LE-42409	Good
4---	2-Lane Boat Ramp	LE-27093	Good
5---	1 Masonry Vault Toilet w/shower	LE-27094	Burned beyond repair
6---	1 Entrance Sign	LE-42404	Good
7---	8 Primitive Campsites	LE-42411	Good
8---	1 Masonry Vault Toilet	LE-27092	Good- Needs doors & windows
9---	Paved Parking Area, 31,598 Sq. Ft.	LE-43224	Good
10--	Paved Parking Area, 3,705 Sq. Ft.	LE-27830	Good
11--	Paved Parking Area, 2,340.5 Sq. Ft.	LE-27829	Good
12--	Paved Parking Area, 2,638 Sq. Ft.	LE-27828	Good

JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY

We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of survey, the condition of the property is as described herein.

The condition of the exterior of the property is indicated on the reverse side of this form. Room conditions are indicated on attached ENG Form 3143a. NO OF ATTACHEMENTS

NAME AND SIGNATURE OF <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> AGENT <i>ROGER MANGUM</i> <i>Roger Mangum</i> Town of Hickory Creek	NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE <i>Paul Neely</i> <i>Paul Neely</i> Realty Specialist U. S. Army, Corps of Engineers
--	---

ADDRESS 1075 Ronald Reagan Avenue Hickory Creek, Texas 75065	ORGANIZATION PO BOX 17300 FORT WORTH, TX 76102-0300
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JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY

INSTRUCTIONS

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| <ol style="list-style-type: none"> 1. If considered necessary, use a separate ENG Form 3143a for each room surveyed 2. Additional sheets may be attached for physical characteristics of land and buildings: | Exterior and interior details of buildings; service facilities; and inventory of machinery and equipment; miscellaneous items and general remarks and otherwise covered in section II of this form or on ENG Form 3143a. |
|--|--|

ADDED INSTRUCTIONS (Overprint, if desired)

SECTION I – PROPERTY DATA AND CONDITION AGREEMENT

DATE OF SURVEY 17 February 2012	LEASE NO. DACW63-1-12-0553	LEASE COMMENCEMENT DATE 27 September 2010	DATE POSSESSION TAKEN 1988
ACTIVITY Point Vista Access Area, Hickory Creek, Lewisville Lake		TOTAL LEASED BUILDING AREA (Square feet) N/A	

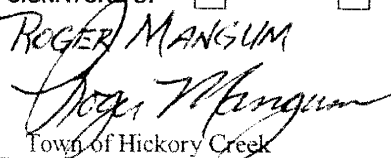
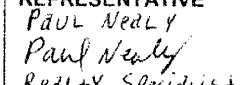
DESCRIPTION OF PROPERTY

ITEM	DESCRIPTION	PROPERTY ID#	CONDITION
1---	Surfacing Paved Road	LE-26585	Good
2---	1 Courtesy Dock	LE-29135	Good
3---	2 Picnic Sites	LE-42360	Good
4---	2-Lane Boat Ramp	LE-27113	Good
5---	Paved Parking Area, 46,589 Sq. Ft.	LE-43223	Good
6---	Paved Parking Area 3,152 Sq. Ft.	LE-27818	Good

JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY

We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of survey, the condition of the property is as described herein.

The condition of the exterior of the property is indicated on the reverse side of this form. Room conditions are indicated on attached ENG Form 3143a.

NAME AND SIGNATURE OF <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> AGENT  Roger Mangum Town of Hickory Creek	NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE  Paul Neely Realty Specialist U. S. Army, Corps of Engineers
---	---

ADDRESS 1075 Ronald Reagan Avenue Hickory Creek, Texas 75065	ORGANIZATION PO BOX 17300 FORT WORTH, TX 76102-0300
--	---

JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY

INSTRUCTIONS

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. If considered necessary, use a separate ENG Form 3143a for each room surveyed 2. Additional sheets may be attached for physical characteristics of land and buildings: | Exterior and interior details of buildings; service facilities; and inventory of machinery and equipment; miscellaneous items and general remarks and otherwise covered in section II of this form or on ENG Form 3143a. |
|--|--|

ADDED INSTRUCTIONS (Overprint, if desired)

SECTION I - PROPERTY DATA AND CONDITION AGREEMENT

DATE OF SURVEY 17 February 2012	LEASE NO. DACW63-1-12-0553	LEASE COMMENCEMENT DATE 27 September 2010	DATE POSSESSION TAKEN 1988
ACTIVITY Arrowhead Park, Lewisville Lake		TOTAL LEASED BUILDING AREA (Square feet) N/A	

DESCRIPTION OF PROPERTY

ITEM	DESCRIPTION	PROPERTY ID#	CONDITION
1--	Surfacing Paved Road- 0.7 Miles	LE-26661	Good
2--	2 Courtesy Docks	LE-29136 & LE-27095	Good
3--	8 Picnic Sites	LE-42325	Good
4--	2-Lane Boat Ramp	LE-27098	Good
5--	4-Lane Boat Ramp	LE-27096	Good
6--	1 Entrance Sign	LE-42323	Good
7--	1 Drinking Fountain	LE-42326	Good
8--	1 Masonry Vault Toilet	LE-27099	Good
9--	Paved Parking Area, 2,313 Sq. Ft.	LE-27811	Good
10--	Paved Parking Area, 894 Sq. Ft.	LE-27812	Good
11--	Paved Parking Area, 2,410 Sq. Ft.	LE-27813	Good
12--	Paved Parking Area, 2,884 Sq. Ft.	LE-27814	Good
13--	Paved Parking Area, 9,827 Sq. Ft.	LE-27815	Good
14--	Gravel Parking Area, 3,732 Sq. Ft.	LE-42327	Good

JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY

We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of survey, the condition of the property is as described herein.

The condition of the exterior of the property is indicated on the reverse side of this form. Room conditions are indicated on attached ENG Form 3143a.

NAME AND SIGNATURE OF <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> AGENT <i>ROGER MANGUM</i> <i>Roger Mangum</i> Town of Hickory Creek	NO OF ATTACHEMENTS NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE <i>Paul Neely</i> <i>Paul Neely</i> Realty Specialist U. S. Army, Corps of Engineers
--	---

ADDRESS 1075 Ronald Reagan Avenue Hickory Creek, Texas 75065	ORGANIZATION PO BOX 17300 FORT WORTH, TX 76102-0300
--	---

JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY

INSTRUCTIONS

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. If considered necessary, use a separate ENG Form 3143a for each room surveyed 2. Additional sheets may be attached for physical characteristics of land and buildings: | Exterior and interior details of buildings; service facilities; and inventory of machinery and equipment; miscellaneous items and general remarks and otherwise covered in section II of this form or on ENG Form 3143a. |
|--|--|

ADDED INSTRUCTIONS (Overprint, if desired)

SECTION I - PROPERTY DATA AND CONDITION AGREEMENT

DATE OF SURVEY 17 February 2012	LEASE NO. DACW63-1-12-0553	LEASE COMMENCEMENT DATE 27 September 2010	DATE POSSESSION TAKEN 1988
ACTIVITY Harbor Lane Section, Hickory Creek, Lewisville Lake		TOTAL LEASED BUILDING AREA (Square feet) N/A	

DESCRIPTION OF PROPERTY

ITEM	DESCRIPTION	PROPERTY ID#	CONDITION
1--	Unpaved Parking Area, 5,760 Sq. Ft.	LE-27817	Good
2--	Unpaved Parking Area, 500 Sq. Ft.	LE-43221	Good
3--	20 Picnic Tables, angle iron frames w/tops & seats	LE42357	Poor
4--	Traffic Control Devices: 300' of Pipedrail Fence	LE-59387	Good
	300' of Guardrail	LE-59389	Good
	1,300' of Guardpost & Cable Fence	LE-27818	Fair

JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY

We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of survey, the condition of the property is as described herein.

The condition of the exterior of the property is indicated on the reverse side of this form. Room conditions are indicated on attached ENG Form 3143a.

NAME AND SIGNATURE OF <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> AGENT <i>ROGER MANGUM</i> <i>Roger Mangum</i> Town of Hickory Creek	NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE PAUL NEELY <i>Paul Neely</i> Realty Specialist U. S. Army, Corps of Engineers
--	--

ADDRESS 1075 Ronald Reagan Avenue Hickory Creek, Texas 75065	ORGANIZATION PO BOX 17300 FORT WORTH, TX 76102-0300
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PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

1. REAL PROPERTY TRANSACTION: The U.S. Army Corps of Engineers proposes to issue Supplemental Agreement No.1 to Lease No. DACW63-1-15-0593, which will allow the Town of Hickory Creek to continue use of approximately 319 acres of land, for public park and recreation purposes, Lewisville Lake, Texas. The supplemental agreement will use the most current lease template to extend the lease term for 5 years, update the development plans, and correct the legal description. This supplemental agreement shall be effective September 27, 2020 ending September 26 2025.

a. A COMPREHENSIVE RECORDS SEARCH was conducted which included a review of the following areas:

- 1) Real Estate Division files;
- 2) Real Estate Division maps;
- 3) Lewisville Lake Master plan;
- 4) Operations Division files;
- 5) Environmental Review Guide for Operations (ERGO).

b. INTERVIEWS WERE CONDUCTED with the following: None

c. A SITE INVESTIGATION was performed by Natural Resource Specialist Joshua Houghtaling on December 12, 2020, which consisted of a visual inspection of the area.

2. STATEMENT OF FINDINGS

a. COMPREHENSIVE RECORDS SEARCH SUMMARY

A complete search of the District files which pertain to the lease area was made as stated in 1.a. above. The records search revealed no other evidence of any hazardous substance being stored, released or disposed of on the property involved. The operating plans and historical records also showed no other evidence of any activity which would have contaminated the property with hazardous substances.

b. SITE INVESTIGATION SUMMARY

A site investigation of the lease area was made as stated in 1.c. above. This visual inspection revealed no unusual odors, stained soils, stressed vegetation, suspicious seepage, manmade land features, unnatural surface features or other evidence that would indicate the presence of hazardous wastes. Based on this inspection it was determined no hazardous substance has been stored, released or disposed of on the property involved. Project personnel have no other knowledge of past activities which might have created a hazardous situation.

Craig Kislisbury

Prepared By: CRAIG KISLINGBURY
Realty Specialist, Management and Disposal Branch

3 Aug 2020

Date

Approved By: ROCKY D. LEE
District Chief, Real Estate Division
Real Estate Contracting Officer

Date

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0914-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE A PRICING SUPPLEMENT TO THE SUBSCRIBER AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Pricing Supplement to the Subscriber Agreement by and between the Town of Hickory Creek, Texas and TransUnion Risk and Alternative Data Solutions, Inc. (“TRADS”) (hereinafter the "Agreement") to supplement the previously signed Subscriber Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 14th day of September, 2020.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

What is the proposed use-

Eagle Marine offers high end towboats from Tige Boats and ATX Boats, as well as a fully stocked Pro Shop offering all the best Watersports products on the market for wakeboarding, wake surfing, tubing, skiing, etc. The outside of the building will be used for new boat storage that is secured by a wrought iron fence. There will be no more than 15 Boats on the property at one time.

Why do you believe that the approval of this request would be in harmony with the character of the neighborhood?

The building currently is home to a Tenant that sells and rents high end RV's and Travel Trailers. Additionally, it is also less than 1/10 of a mile from Arrowhead Park and the boat ramp with easy access to Lake Lewisville. From this location just South roughly 4 miles is the start of Boat Row which hosts nearly a dozen boat dealerships exactly like this would be. This dealership would add to the already booming lake and boating culture on Lake Lewisville.

Why do you believe that the approval of this request would not be detrimental to the property or persons in this neighborhood?

The property boasts ample room to hold all the boats in a contained area. This property will be kept in great shape by Eagle Marine as the property is visible to 35 and would draw new customers passing by in. Once again, this would fit in perfectly with the lake culture and boating on Lake Lewisville. This property has been involved with the recreational and sporting goods industry for years. In previous years this property was occupied by a Polaris ATV Dealership.

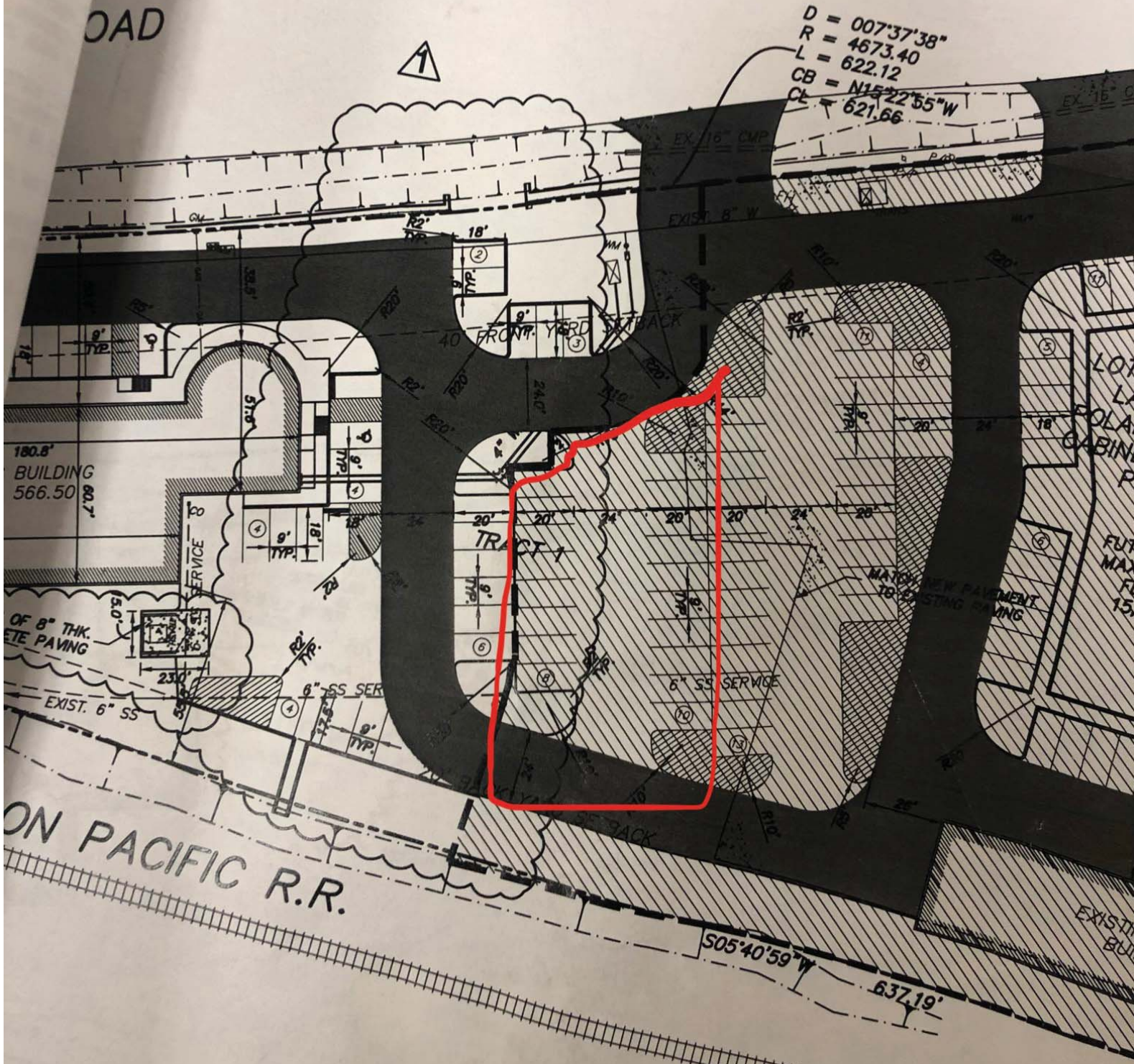
Why do you believe there is a need in this area for the uses that would be allowed under this proposed zoning change?

N/A. SUP Application, No Zoning Changes.

DAD



$D = 007^{\circ}37'38''$
 $R = 4673.40$
 $L = 622.12$
 $CB = N15^{\circ}22'55''W$
 $CL = 621.66$



**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0914-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND THE COUNTY OF DENTON.

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

WHEREAS, the Town Council has been presented with a proposed Interlocal Cooperative Agreement Between the Town of Hickory Creek and the County of Denton (hereinafter the "Agreement") for the purpose of providing for the design, right-of-way acquisition, utility relocation and construction required for the widening and reconstruction of Sycamore Bend Road, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

Section 1: The Mayor of The Town of Hickory Creek, Texas is authorized to execute the Agreement.

Section 3: This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 14th day of September, 2020.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

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

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas, a political subdivision of the State of Texas, hereinafter “the County,” and the Town of Hickory Creek, Texas, a duly incorporated municipality, hereinafter “the Town.” The County and the Town are collectively referred to herein as “the Parties.”

WHEREAS, the County and the Town mutually desire to enter into this Agreement for the purpose of providing for the design, right-of-way acquisition, utility relocation and construction required for the widening and reconstruction of Sycamore Bend Road from its intersection with Turbeville Road south to the entrance of Sycamore Bend Park, for a length of approximately 6,000 feet, and to install sidewalks and lighting throughout, hereinafter “the Project,” which is located within the municipal limits of the Town and Denton County Commissioner Precinct #3; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the Town hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the Town value the timely completion of the Project which involves roads which are an integral part of the County’s road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the Town upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the Town hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The County and the Town hereby agree that the scope of the Project shall be to provide for the design, right-of-way acquisition, utility relocation and construction required for the widening and reconstruction of Sycamore Bend Road from its intersection with Turbeville Road south to the entrance of Sycamore Bend Park, for a length of approximately 6,000 feet, in order to install sidewalks and lighting throughout, at a cost of completion which shall not exceed FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00).

III.

The County hereby agrees to contribute an amount which shall not exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) toward satisfactory completion of the Project, provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The Town agrees to provide all necessary design, right-of-way acquisition, utility relocation and construction required for satisfactory completion of the Project.

V.

This exchange of in-kind services between the County and the Town is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the Town proceeds with the completion of the Project, the City shall submit invoices for reimbursement to the Denton County Auditor, Jeff May, 401 W. Hickory Street, Suite 423, Denton, Texas 76201, and at the same time, submit a copy of all invoices to Mr. John Polster, c/o Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234, and Commissioner Andy Eads, 110 W. Hickory Street, 3rd Floor, Denton, Texas 76201. The invoices shall be submitted on a monthly basis and the County shall reimburse the Town on a pro rata basis, based on the relative funding obligations of the Parties, for all approved expenses related to the Project within thirty (30) calendar days of receipt of an invoice from the Town, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the Town shall prepare and complete a full audit of the Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town’s representative below, the governing body of the Town by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the Town.

VIII.

This Agreement may be terminated in whole or in part by the County or the Town upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the Town and supersedes all prior negotiations, representations and agreements, either oral or written. This Agreement may be amended only in writing, signed by both of the Parties. Notices shall be directed as follows:

For Town: Honorable Lynn Clark, Mayor
Town of Hickory Creek, Texas
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

Copy To: Ms. Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

For County: Honorable Andy Eads
Denton County Judge
110 West Hickory
Denton, Texas 76201

Copy To: Denton County Criminal District Attorney’s Office
Attention: Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The covenants, terms and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising under this Agreement shall lie in Denton County, Texas.

XI.

The County agrees and understands that the County, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the Town.

XII.

The Town agrees and understands that the Town, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the County.

XIII.

The County agrees to accept full responsibility for the acts, negligence or omissions of all County employees, agents, subcontractors or contract laborers doing work under a contract or agreement with the County.

XIV.

The Town agrees to accept full responsibility for the acts, negligence or omissions of all Town employees, agents, subcontractors or contract laborers doing work under a contract or agreement with the Town.

XV.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XVI.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XVII.

The undersigned officers or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVIII.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2020.

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

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

By: _____
Honorable Andy Eads
Denton County Judge

By: _____
Honorable Lynn Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
Town Secretary

COUNTY AUDITOR’S CERTIFICATE

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

Denton County Auditor

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

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, at a total project cost which shall not exceed FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00), whereby Denton County agrees to contribute an amount toward satisfactory completion of the Project, which shall not exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00), hereby gives its specific written approval to the Project prior to beginning the Project in satisfaction of Texas Government Code §791.014.

The description of the Project and its location are as follows: providing for the design, right-of-way acquisition, utility relocation and construction associated with the widening and reconstruction of Sycamore Bend Road from its intersection with Turbeville Road south to the entrance of Sycamore Bend Park, for a length of approximately 6,000 feet, in order to install sidewalks and lighting throughout, located within the municipal limits of the Town of Hickory Creek, Texas, and Denton County Commissioner Precinct #3.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the Town of Hickory Creek, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____

Presiding Officer of the Denton
County Commissioners Court

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0914-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND HALFF ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Agreement by and between the Town of Hickory Creek, Texas and Halff Associates, Inc. (hereinafter the "Agreement") for professional engineering services, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 14th day of September, 2020.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the Town of Hickory Creek, Texas a General Law City of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the Town Council of said Client, and HALFF ASSOCIATES, INC., a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibits A, B, and C**" which services may include, but will not be limited to, those services normally rendered by an engineer to a General Law City. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. Ownership of Documents - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

X. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Denton County, Texas**.

XIV. Integration, Merger and Severability – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

XIX. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE ENGINEER WILL BE RESPONSIBLE, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (II) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XXI. WAIVER - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: TOWN OF HICKORY CREEK, TEXAS

By: David A. Burkett
Signature

By: _____
Signature

David A. Burkett
Printed Name

Printed Name

Transportation Team Leader
Title

Title

August 19, 2020
Date

Date



EXHIBIT A

August 13, 2020
AVO 37638.002

Mr. John Smith
Town Administrator
Town of Hickory Creek
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065

**RE: Professional Services Proposal
Sycamore Bend Road from Turbeville Road to Sycamore Bend Park**

Dear Mr. Smith,

The Town of Hickory Creek has requested Halff Associates, Inc. (Halff) to provide a proposal for professional design services for the subject project. This proposal (Exhibit A) includes the Project Description, Scope of Work, Deliverables, Project Schedule, and Fees. The following exhibits are attached to the Proposal:

Exhibit B	Exclusions
Exhibit C	Preliminary Engineer's Probable Cost Estimate

PROJECT DESCRIPTION

The Sycamore Bend Road project limits are from the intersection with Turbeville Road to the entrance of Sycamore Bend Park, for a length of approximately 6,000 feet. A preliminary construction cost estimate (Exhibit 'C') dated February 2020 was prepared for the Sycamore Bend Road Construction Project. Halff will provide Professional Services for Surveying, Design, Coordination, Bidding, and Construction Administration as detailed in this proposal. The following assumptions were made when preparing this proposal:

- 1) The Sycamore Bend Road Construction Project will be in a single construction contract and will not be phased.
- 2) Geotechnical services (investigation and report) are included in this scope of work.
- 3) The Town will directly contract with a geotechnical firm for the geotechnical material testing.
- 4) Right-of-way exhibits are included in the scope of work.

SCOPE OF WORK

The project will be designed in accordance with the following standards and specifications (where applicable): Town of Hickory Creek, North Central Texas Council of Governments (NCTCOG).

A. BASIC SERVICES

1. Project Administration and Coordination

- a. Kickoff Meeting: Within ten (10) days of award of contract, Halff will attend a kickoff meeting with the Town of Hickory Creek to confirm design criteria and goals. Halff will prepare a meeting agenda as well as minutes of the meeting.
- b. Project and Stakeholder Meetings: Halff will meet with the Town at regular progress meetings and with project stakeholders as needed. Maximum 4 meetings.
- c. Monthly Reports and Invoicing: Halff will submit invoices as the work progresses but not more frequently than monthly. Each invoice will be accompanied by a brief update of work completed for the period covered and methodology used to calculate the percentage of the contract invoiced.
- d. Project Schedule: Halff will prepare project schedule indicating tasks, critical dates, milestones, deliverables and review requirements, and will update the schedule as necessary through the project.
- e. Quality Assurance/Quality Control (QA/QC): Halff will prepare, implement, and document a formal QA/QC plan.
- f. Team Coordination: Halff will provide role and assignment definitions of the project team at the kick-off meeting and will manage the project team throughout the project.

2. Design Phase

- a. Final Plans of Sycamore Bend Road will be prepared and submitted to the Town for review. Upon completing final revisions Final Plans will be issued for bidding.
- b. The design phase will include the following tasks:
 - i. Grading Plan
 - ii. Storm Drain/Culvert Design
 - iii. Sequence of Construction and Traffic Control Plan
 - iv. Demolition Plan
 - v. Signage and Pavement Marking Plans
 - vi. Erosion Control Plan
 - vii. Paving Plan and Profiles
 - viii. Cross Sections
 - ix. Final Construction Details
 - x. Final Quantities
 - xi. Construction Cost Estimate based on Final Design

- xii. Contract Documents and Specifications
 - 1. Contract Documents
 - 2. Specifications
 - 3. Forms
 - 4. Other information (i.e. – permits, reports, etc.)
- xiii. Site Visits to collect information for the project.
- xiv. Utility Coordination
- xv. Prints of Preliminary Plan
- c. Three (3) sets of 11”x17” final plans will be provided for review.
- d. Final Construction Plans will generally include the following plan sheets:
 - i. Cover Sheet, Index of Sheets, and General Notes
 - ii. Project Layout (Scale: 1”=100’)
 - iii. Typical Sections (Scale: H: 1”=5’, V: 1”=2’)
 - iv. Grading Plans (Scale: 1”=20’)
 - v. Demolition (Scale: 1”=20’)
 - vi. Sequence of Construction and Traffic Control (Scale: 1”=50’)
 - vii. Paving Plan and Profile (Scale: H: 1”=20’, V: 1”=4’)
 - viii. Cross Sections (Scale: H: 1”=20’, V: 1”=4’)
 - ix. Signage and Pavement Markings (Scale 1”=20’)
 - x. Culvert Layouts (Scale: H: 1”=20’, V: 1”=4’)
 - xi. Construction Details

B. BIDDING AND CONSTRUCTION PHASE SERVICES

1. Bidding Phase

- a. Print Final Plans – Five (5) sets of 11”x17” Final Plans will be provided for bidding purposes.
- b. Print Contract Documents and Specifications – Five (5) sets of final Contract Documents and Specifications 8.5”x11” will be provided for bidding purposes.
- c. Issue Addenda
- d. Attend pre-bid meeting/bid tabs and Notice of Recommendation

2. Construction Admin

- a. Halff Associates is assuming the construction phase for this project will be six (6) months. The construction phase scope and fee represent the effort for six (6) months only.
- b. Construction Administration
 - i. Pre-Construction Meeting
 - ii. Review construction (shop drawing) submittals
 - iii. Answer Contractor Requests for Information (RFI’s)
 - iv. Process Monthly Pay Applications

- v. Record Drawings based on contractor's site "markups". Includes one (1) set of 11"x17" paper record drawings and an electronic version (PDF) of record drawings.
- c. Construction Meetings
 - i. Meet with Contractor and Town once per month to discuss the progress of the construction and other issues with construction.
 - ii. Assume project will take 6 months to construct. Therefore, 6 Monthly Construction Meetings are assumed in this task.

B. SPECIAL ENGINEERING SERVICES

1. USACE Approvals and Permitting

The proposed project has the potential to impact waters of the United States regulated by the U.S. Army Corps of Engineers (USACE), under the authority of Section 404 of the Clean Water Act (Section 404). The project also will entail the placement of fill material within the flowage easement of Lake Lewisville. Clearance for both of these actions must be coordinated through the USACE Regulatory Branch and USACE Operations Branch, respectively.

- a. Section 404 Permitting
 - i. Jurisdictional Determination/Delineation: Halff will perform a field investigation to confirm the presence/absence of potential waters of the United States, including wetlands. The exercise will delineate the limits of the ordinary high water mark of stream channels and open waters where present. The presence/absence of wetlands will be verified consistent with U.S. Army Corps of Engineers protocol for wetland delineations. A summary report will be prepared describing the methodology and results of the investigation.
 - ii. Cultural Resources Assessment: A cultural resources review and field investigation will be conducted to complete the requirements of Section 106 of the National Historic Preservation Act (Section 106) and Chapter 26 of the Texas Antiquities Code. This task includes a literature review and a check of site records available in the office of the State Archaeologist. The results of the survey will be incorporated into a stand-alone summary report.
 - iii. Section 404 Permitting Assessment: It is anticipated that the project may be permitted under Nationwide Permit 14 – *Linear Transportation Projects* (NWP 14). This scope and fee include preparing and submitting a pre-construction notification for written verification that the project may proceed under NWP 14, the contents of which include:
 - 1. Name, address and telephone numbers of the prospective permittee;
 - 2. Location of the proposed project;
 - 3. A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure;

4. Delineation of waters of the United States;
5. Compensatory mitigation plan, if needed;
6. Threatened and endangered species assessment; and
7. Cultural resources assessment.

b. Lake Lewisville Coordination

- i. Halff will prepare a letter of application on behalf of the Town of Hickory Creek to initiate review of the request with the Lake Lewisville Office. The application will include by attachment items prepared by other tasks described herein as follows:

1. detailed design plans, including the elevation of the proposed activity and design plans for the baseline and finished floor elevations;
2. plat map showing the location of the proposed action and the relationship with the government boundary and lakeshore (2 copies) elevation;
3. calculations of any excavations and/or fill showing no net loss of flood storage capacity; and
4. a map with the elevations of the activity, cut and fill locations, and the relationship with the government property line and the flowage easement controlling elevation.

- ii. Assumptions

1. This task assumes that Halff will be able to permit the Sycamore Bend Road project as an independent road project for the Town of Hickory Creek, and that any necessary environmental clearances for future adjacent developments has been provided by others.
2. Should Halff be required to include future adjacent developments in either application, a request for additional services will follow.

2. Geotechnical Engineering Services (Report)

- a. Halff will provide geotechnical engineering services necessary for the design of the project through our sub-consultant, CMJ Engineering, Inc.

3. Surveying

Topographic and boundary survey will be prepared for the project corridor. Previous survey in the project corridor will be utilized and supplemented with additional survey to complete the corridor. Topographic survey will also utilize mobile LiDAR technology to quickly gather data in the field.

Right-of-Way exhibits are not included in this scope. Should right-of-way acquisition be necessary, Halff can prepare ROW exhibits for an additional fee.

- a. Right of Entry – Right of Entry letters will be prepared and submitted to property owners that we require access from.
 - b. Survey Control – Establish project horizontal and vertical survey control based on project specific coordinates and benchmarks. The project survey control will be checked against existing survey control that is adjacent to the project area where available.
 - c. Topographic Survey for Design – A field survey of the existing ground, property corners, utilities (surface), trees, pavement, and other improvements will be performed within the project area.
 - d. Topographic Map – A Digital Terrain Model (DTM) will be generated using the field survey information. A topographic map will be generated using the DTM. The map will contain 1-ft contour intervals.
4. Subsurface Utility Engineering (SUE)

Halff will perform SUE in accordance with ASCE CI/ASCE 38-02 “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.” This standard defines the following Quality Levels:

Quality Level-A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.

Quality Level-D: Information derived from existing records or oral recollections.

- a. Quality Level-A Utility Test Holes (Vacuum Excavation):
 - i. Up to five (5) test holes will be performed on various utilities at locations specified by the Engineer. Halff will cut up to a 12” square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or “x-cut” will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete

areas. This Scope of Services includes all test holes being performed under one (1) mobilization.

- ii. If test holes are requested on non-conductive/untonable utilities depicted as Quality Level-D where the horizontal location is assumed, Halff will coordinate with utility owners and available records to pinpoint the location to perform the test hole. Due to the concrete/ground conditions, one (1) attempt shall be made, which may or may not expose the subject utility. Should the utility not be exposed, Halff will coordinate with Town of Hickory Creek for direction on digging additional test holes if required and shall be compensated for each test hole dug.
- b. Quality Level-B Utility Designating:
- i. Halff will designate the approximate horizontal position of conductive/tonable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 23,000 linear feet of utilities including buried communication, electric, natural gas, petroleum pipeline, water, and waste water/sanitary sewer. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.
 - ii. Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.
- c. SUE Field Manager / Professional Engineer:
- i. A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.
- d. SUE Deliverables / CADD:
- i. Deliverables for the Quality Level-B 2D Utility Designation will be 11-in. x 17-in. SUE plan sheets depicting the findings of the investigation. Deliverables for the Quality Level-A Test Hole excavations will be an 8.5-in. x 11-in. Test Hole Data Form for each Test Hole performed indicating depth, size, location, and other notable characteristics of the utility. Electronic files will be provided in MicroStation and/or AutoCAD format along with PDFs and photos.
- e. Right-of-Entry:
- i. Right-of-Entry is not part of this Scope of Services as work is anticipated within the existing road right-of-way. If right-of-entry is required, it will be

performed and provided to Halff by Town of Hickory Creek. Halff will coordinate with property owner(s) once right-of-entry has been obtained.

- f. Permitting:
 - i. Street Cut permits will be coordinated with the Town of Hickory Creek as required.

- g. Work Zone Traffic Control:
 - i. Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s) and/or engineered traffic control plans.

 - ii. If an engineered traffic control plan is required for permit approval or if unique traffic control conditions exist, Halff will notify Town of Hickory Creek and submit a supplemental agreement for authorization prior to proceeding with additional work.

DELIVERABLES

The following deliverables will be provided to the Town:

- 1) Five (5) sets of 11"x17" Final Plans for bidding purposes
- 2) Five (5) sets of final Contract Documents and Specifications 8.5"x11" for bidding purposes
- 3) One (1) set of record drawings (paper and electronic) upon completion of project
- 4) Cost Estimates at Preliminary and Final Phases

PROJECT SCHEDULE

Halff will begin work immediately after receipt of written notice to proceed. A detailed project schedule will be developed to best meet the Town's needs and in coordination with adjacent development as necessary. The initial project schedule estimate is approximately 6-8 months from notice to proceed to complete bid documents. This assumes a 4-6 month review and permitting period with the USACE running concurrently with design activities.



FEES

This is lump sum (unless noted otherwise) contract and will be billed monthly based percent completed.

A summary of the basic and additional service fees is listed in the following table.

A.		Basic Engineering Services		\$206,500
B.		Bidding and Construction Phase Services		\$32,100
C.		Special Engineering Services		\$110,550
	1	USACE Approvals and Permitting	\$19,000	
	2	Geotechnical Engineering Services (Report)	\$12,900	
	3	Survey	\$44,650	
	4	Subsurface Utility Engineering (SUE) – Level A (up to 5 test holes)	\$7,000	
		Level B	\$27,000	
TOTAL				\$349,150

Direct Costs for expenses such as mileage, copies, scans, sub-consultants, etc. are included in the lump sum fees.

We appreciate the opportunity to be of service to the Town of Hickory Creek. If you have any questions, please do not hesitate to call or email me.

Sincerely,

HALFF ASSOCIATES, INC.

Lee Williams, PE
Project Manager

**Sycamore Bend Road Construction Project
Exclusions from the Proposed Scope of Services**

The following services are not included in the scope of work of this proposal. Half Associates can provide estimated fees for these services, if needed.

1. Construction Material Testing
2. Construction Inspection
3. Construction survey staking. The Contractor will be responsible for construction survey staking.
4. Flood-plain studies other than what is necessary to size proposed structures
5. Environmental permitting
6. Permit fees
7. Texas Department of Licensing and Regulation (TDLR) Filing or Inspection Fees
8. Project Storm Water Pollution Prevention Plan (SWPPP). The Contractor will be responsible for the preparation, implementing, and maintaining the SWPPP.
9. Submit Notice of Intent (NOI) and Notice of Termination (NOT) to the Texas Commission on Environmental Quality (TCEQ) for the Texas Pollutant Discharge Elimination System (TPDES) requirement. The Contractor will be required to prepare and submit the NOI and NOT and pay the NOI fee.
10. Traffic engineering studies or reports.
11. Tree survey
12. Revisions and the associated change orders due to Owner requested changes once construction is under way.
13. Special investigations involving detailed consideration of operations, maintenance, and overhead expenses; preparation of rate schedule, earning, and expense statements; special feasibility studies; appraisals, valuations; and material audits or inventories required for certification of force account construction performed by the Owner.
14. Design of franchise utility relocations.
15. Property appraisals, negotiations and closing cost.
16. Right-of-Way Acquisition Services
17. Right-of-Way Exhibits

ENGINEER'S STATEMENT OF PROBABLE COST

Sycamore Bend

Turbeville Road to Hidden Hills Road
28' B-B, 5' SIDEWALK, 60' ROW

Project: Sycamore Bend Road
Client: Town of Hickory Creek

Prepared by: Lee Williams, P.E
Date: February 2020

Pavement Material: Concrete
Pavement Width: 28 feet
Pavement Thickness: 7 in
Right-of-Way Width: 60 feet
Roadway Length: 2600 feet
Current Date: 2020 year
Estimated Construction Date: 2021 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Road Preparation (5% Maximum)	LS	1	\$48,000.00	\$48,000.00
2	Mobilization (5% Maximum) (Excluding Section III)	LS	1	\$48,000.00	\$48,000.00
3	SWPPP	LS	1	\$5,000.00	\$5,000.00
4	Project Signs	EA	1	\$750.00	\$750.00
5	Barricades, Signs and Traffic Handling	MO	12	\$2,500.00	\$30,000.00
6	Construction Staking	STA	26	\$500.00	\$13,000.00
7	Remove and Dispose of Asphalt Pavement	SY	5,650	\$10.00	\$56,500.00
8	Remove and Dispose of Concrete Pavement	SY	260	\$12.00	\$3,120.00
9	Earthwork	CY	2,753	\$18.00	\$49,560.00
10	Cement Treated Subgrade (6")	SY	8,700.0	\$6.00	\$52,200.00
11	Cement Slurry (40 lbs./SY)	TON	174.0	\$225.00	\$39,150.00
12	Concrete Pavement (7") (4,000 PSI)	SY	8,000	\$60.00	\$480,000.00
13	Concrete Pavement (6") (Driveways)	SY	260.0	\$60.00	\$15,600.00
14	Topsoil and Grass Sodding	SY	6,500.0	\$8.00	\$52,000.00
15	Adjust Fire Hydrant Assemblies	EA	1.0	\$2,500.00	\$2,500.00
16	Erosion Control	LS	1.0	\$10,000.00	\$10,000.00
17	Pavement Markings and Signage	LS	1.0	\$10,000.00	\$10,000.00
18	Relocate Mailbox	EA	6.0	\$500.00	\$3,000.00
19	Relocate Brick Mailbox	EA	2.0	\$1,500.00	\$3,000.00
20	Reinforced Concrete Pipe (CL III) (18 IN -24 IN)	LF	325.0	\$75.00	\$24,375.00
21	Safety End Treatments	EA	20.0	\$1,750.00	\$35,000.00
Subtotal Section I					\$980,755.00

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section II - Sidewalks					
22	Sidewalk (5' Wide)	SY	1,450.0	\$50.00	\$72,500.00
23	Barrier-Free Ramps	EA	2.0	\$3,000.00	\$6,000.00
Subtotal Section II					\$78,500.00
Section III - Street Lighting					
Subtotal Section III					\$0.00
				SUBTOTAL CONSTRUCTION IMPROVEMENTS	\$1,059,300.00
				CONTINGENCY (20%)	\$211,860.00
				TOTAL CONSTRUCTION	\$1,271,160.00
				BASIC ENGINEERING SERVICES	\$106,000.00
				SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHINCAL)	\$21,000.00
				SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS; 5 DAYS)	\$10,000.00
				CONSTRUCTION MATERIAL TESTING (2.5%)	\$26,000.00
				TOTAL PROJECT COSTS	\$1,434,160.00
				INFLATION ADJUSTMENT (2.5% PER YEAR)	\$26,500.00
				TOTAL IMPROVEMENTS (ASSUMING CONSTRUCTION BEGINS IN 2020)	\$1,470,000.00
Notes:					
1. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
2. Right-of-Way Acquisition Services are excluded from this estimate.					
3. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

ENGINEER'S STATEMENT OF PROBABLE COST

Sycamore Bend

Hidden Hills Road To Sycamore Bend Park

28' B-B, 5' SIDEWALK, 60' ROW

Project: Sycamore Bend Road
Client: Town of Hickory Creek

Prepared by: Lee Williams, P.E
Date: February 2020

Pavement Material: Concrete
Pavement Width: 28 feet
Pavement Thickness: 7 in
Right-of-Way Width: 60 feet
Roadway Length: 3365 feet
Current Date: 2020 year
Estimated Construction Date: 2021 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving and Drainage					
1	Road Preparation (5% Maximum)	LS	1	\$75,000.00	\$75,000.00
2	Mobilization (5% Maximum) (excludes Section III)	LS	1	\$75,000.00	\$75,000.00
3	SWPPP	LS	1	\$5,000.00	\$5,000.00
4	Project Signs	EA	2	\$750.00	\$1,500.00
5	Barricades, Signs and Traffic Handling	MO	12	\$2,500.00	\$30,000.00
6	Construction Staking	STA	34	\$500.00	\$17,000.00
7	Remove and Dispose of Asphalt Pavement	SY	5,550	\$10.00	\$55,500.00
8	Remove and Dispose of Concrete Pavement	SY	60	\$12.00	\$720.00
9	Earthwork	CY	13,800	\$18.00	\$248,406.00
10	Cement Treated Subgrade (6")	SY	11,220.0	\$6.00	\$67,320.00
11	Cement Slurry (40 lbs./SY)	TON	224.0	\$225.00	\$50,400.00
12	Concrete Pavement (7") (4,000 PSI)	SY	10,500	\$60.00	\$630,000.00
13	Concrete Pavement (6") (Driveways)	SY	700.0	\$60.00	\$42,000.00
14	Concrete Curb (Integral)	LF	3,365.0	\$10.00	\$33,650.00
15	Topsoil and Grass Sodding	SY	10,700.0	\$8.00	\$85,600.00
16	Erosion Control	LS	1.0	\$15,000.00	\$15,000.00
17	Pavement Markings and Signage	LS	1.0	\$15,000.00	\$15,000.00
18	Relocate Mailbox	EA	1.0	\$500.00	\$500.00
19	Remove and Replace Fence	LF	1,000.0	\$25.00	\$25,000.00
20	Remove MBGF	LF	300.0	\$5.00	\$1,500.00
21	Install MBGF	LF	150.0	\$40.00	\$6,000.00
22	Remove Guardrail Safety End Treatment	EA	6.0	\$250.00	\$1,500.00
23	Install Guardrail Safety End Treatment (25FT)	EA	8.0	\$2,500.00	\$20,000.00
24	Gates	EA	4.0	\$750.00	\$3,000.00
25	Reinforced Concrete Pipe (CL III) (18 IN -30 IN)	LF	265.0	\$75.00	\$19,875.00
26	Safety End Treatments	EA	8.0	\$1,750.00	\$14,000.00
27	Headwall (CH-FW-0) (DIA=30IN)	EA	2.0	\$4,500.00	\$9,000.00
28	Headwall (CH-FW-0) (DIA=18IN)	EA	2.0	\$3,000.00	\$6,000.00
Subtotal Section I					\$1,553,471.00

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section II - Sidewalks					
29	Sidewalk (5' Wide)	SY	1,900.0	\$50.00	\$95,000.00
30	Barrier-Free Ramps	EA	2.0	\$3,000.00	\$6,000.00
Subtotal Section II					\$101,000.00
Section III - Street Lighting					
Subtotal Section III					\$0.00
SUBTOTAL CONSTRUCTION IMPROVEMENTS					\$1,654,500.00
CONTINGENCY (20%)					\$330,900.00
TOTAL CONSTRUCTION					\$1,985,400.00
BASIC ENGINEERING SERVICES					\$166,000.00
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHINCAL)					\$33,000.00
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS; 5 DAYS)					\$10,000.00
CONSTRUCTION MATERIAL TESTING (2.5%)					\$41,000.00
TOTAL PROJECT COSTS					\$2,235,400.00
INFLATION ADJUSTMENT (2.5% PER YEAR)					\$41,400.00
TOTAL IMPROVEMENTS (ASSUMING CONSTRUCTION BEGINS IN 2021)					\$2,280,000.00
Notes:					
1. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
2. Right-of-Way Acquisition Services are excluded from this estimate.					
3. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2020-0914-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE A UTILITY FRANCHISE CONSULTING AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND TRISTEM, LTD.; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has been presented with a proposed Consulting Agreement by and between the Town of Hickory Creek, Texas and TRISTEM, Ltd. (hereinafter the "Agreement") for utility bill auditing services, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 14th day of September, 2020.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

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



CONSULTING AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between _____, hereinafter referred to as CLIENT, and TRISTEM, LTD., hereinafter referred to as TRISTEM or CONSULTANT, and covers the relationship of CONSULTANT and CLIENT.

Utility Bill Audit

TRISTEM will conduct an audit of prior utility billing and payments to determine that amounts billed by vendors have been accurate. TRISTEM will also determine if there are alternative rates or other mechanisms that would result in savings for CLIENT's accounts. TRISTEM will notify CLIENT of the results of the audit, will seek to obtain refunds from vendors for any past overbillings which have occurred, and will work to implement all CLIENT approved savings measures. As a fee for these services, CLIENT agrees to pay TRISTEM 30% of any refunds CLIENT receives from its utility providers as a result of TRISTEM'S services or audit process, or any part thereof, plus 30% of any approved and implemented savings (billing reductions) resulting from TRISTEM'S work for a period of twenty-four (24) months beginning with the first month during which savings are realized.

Franchise Fee Audit

TRISTEM will conduct an audit of prior utility franchise fee payments made to the CLIENT to determine that amounts paid by utility vendors have been accurate. TRISTEM will notify CLIENT of the results of the audit, will seek to obtain refunds from utility vendors for any past underpayments which have occurred, and will work to implement all franchise fee correction measures. As a fee for these services, CLIENT agrees to pay TRISTEM 30% of any reimbursements CLIENT receives from its utility providers as a result of TRISTEM'S services or audit process.

Consultant Fees

CONSULTANT'S fee is not due until CLIENT receives refunds and/or billing reductions from utility vendor(s). CLIENT agrees to pay CONSULTANT'S fee within 30 days of receipt of TRISTEM'S invoice, whether refund is in the form of cash, credit to accounts, in-kind contributions or any other form of payment or reimbursement. If future considerations are given in lieu of refunds, TRISTEM will receive the same percentage of the value of the future considerations, as TRISTEM would have received for refunds obtained.

CLIENT retains TRISTEM for audit services for (please check desired services):

- Electric (including metered & unmetered accounts)
- Natural Gas
- Water/Sewer
- Waste
- Telecommunications (includes local, long distance and cellular)
- Franchise Fees
- Sales Taxes
- Other _____

AGREED AND ACCEPTED:

CLIENT: _____

BY: _____
Signature Title

DATE: _____

TRISTEM, LTD.

BY: _____
Signature Title

DATE: _____



**CONSULTING AGREEMENT
ADDENDA**

It is common for utility providers (especially power companies), to indulge in circumventing TriStem's efforts to correct billing errors that might potentially result in refunds to TriStem clients. History substantiates that utility providers will attempt to convince TriStem clients they can get a "better deal" by consulting directly with the utility provider. In order to resolve these issues, we have observed and learned the following truths, in our 41+ years of experience:

- Utility providers have spoken untruths to our clients about our services in order for the utility provider to continue taking advantage of the customer through billing errors.
- Utility providers don't want to admit they have made mistakes.
- Acceptance of our findings will result in refunds to our clients.
- Utility providers have been known to use many tricks and schemes to deviate from the truth, in order to prove TriStem's findings are in error.
- It is in the best interest of the client for TriStem to negotiate directly with the utility provider to resolve any relevant issues.
- The client hereby agrees to allow TriStem to act as its sole agent to negotiate with utility providers.
- The client will avoid any discussion with the utility provider in regards to the TriStem audit.

AGREED AND ACCEPTED:

CLIENT: _____

BY: _____
Signature Title

DATE: _____

TRISTEM, LTD.

BY: _____
Signature Title

DATE: _____

ELECTRIC AND UTILITY PROVIDER BILLING AUDITS

**TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2020-09-___**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS REPEALING CHAPTER 4 BUSINESS REGULATIONS, ARTICLE 4.05 ALCOHOLIC BEVERAGES, SECTION 4.05.002, SALES RESTRICTIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town of Hickory Creek, Texas is a general law municipality empowered under the Texas Local Government Code, Section 51.012, to adopt an ordinance necessary for the government, interest, welfare, or good order of the Town; and

WHEREAS, Texas Alcoholic Beverage Code section 109.33 provides that municipalities may enact regulations governing the sale of alcoholic beverages based upon the distance of the licensed facility relative to certain permissible land uses; and

WHEREAS, the Town Council does hereby find and determine that the repeal of Town of Hickory Creek, Texas, Code of Ordinances, Section 4.05.002 Sales Restrictions in its entirety is in the best interest of the Town and is necessary for the government, interest, welfare, and good order of the Town as well as the public health, safety, morals and general welfare of the Town.

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

**SECTION 1
INCORPORATION CLAUSE**

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

**SECTION 2
FINDINGS**

After due deliberations the Town Council has concluded that the repeal of Town of Hickory Creek, Texas, Code of Ordinances, Section 4.05.002 Sales Restrictions is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

SECTION 3
REPEAL

3.01 That the Town of Hickory Creek, Texas, Code of Ordinances, Section 4.05.002 Sales Restrictions is hereby repealed in its entirety.

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

SECTION 4
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5
SEVERABILITY CLAUSE

If any section, article, paragraph, sentence, clause, phrase or work in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the Town Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6
SAVINGS CLAUSE

All rights and remedies of the Town of Hickory Creek, Texas, are expressly saved as to any and all violations of the provisions of any other Ordinances of the Town affecting building, mechanical, plumbing, electrical and housing codes, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7
PUBLICATION CLAUSE

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

SECTION 8
ENGROSSMENT AND ENROLLMENT CLAUSE

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

SECTION 9
EFFECTIVE DATE CLAUSE

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

IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 14th day of September, 2020.

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

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:


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

Search Institute

ADVANCING YOUTH DEVELOPMENT AND EQUITY



Background


- The Search Institute aims to improve the social, emotional, civic, and academic development (SECAD) of children and teens
 - SECAD affects youth's physical and mental health, relationships with peers and adults, community involvement, and ability to attend vocational schools or college
 - Youth in marginalized communities face greater challenges
 - Fostering developmental relationships with youth increases their success
- 

Developmental Assets

- Developmental assets help youth to better themselves and overcome adversities
- Can be internal or external
- Assets that young people possess may include:
 - Integrity
 - Family Support
 - Internal Motivation
 - Adult Role Models
 - Positive Family Communication
 - Creative Activities
 - Supportive Community
- Can depend on age, gender, race, and socioeconomic status


Positive Effects of Assets

Youth are more likely to thrive if they:

- Succeed in school
 - Help others
 - Value diversity
 - Maintain good health
 - Exhibit leadership
 - Resist danger
 - Delay gratification
 - Overcome adversity
- 

Possible Risks

Without strong developmental assets, youth are more likely to take part in risky behavior, and struggle with maintaining mental and physical health


- Use tobacco, alcohol, marijuana, and other drugs
 - Violence
 - Early sexual involvement
 - Anti-social behavior
 - Gambling
 - Eating disorders
 - Depression
 - Suicide attempts
- 

Developmental Relationships

Success of youth often depends on Developmental Relationships with important people in their life

- These can be with parents/guardians, siblings, extended family, friends, program leaders, teachers, and other mentors
- Strong, positive relationships help youth learn who they are as individuals, shape their own lives, and engage in their communities
- Those with strong relationships are more motivated in school, show more social-emotional strengths, and take more personal responsibility for their actions

Teachers, leaders of faith communities, parental figures, and other adults need to create intentional, Developmental Relationships with youth



Developmental Relationship Framework

Adults can learn specific actions to help empower youth

- Express Care
- Challenge Growth
- Provide Support
- Share Power
- Expand Possibilities

Express Care

Show me that I matter to you.

- Be dependable—Be someone I can trust.
- Listen—Really pay attention when we are together.
- Believe in me—Make me feel known and valued.
- Be warm—Show me you enjoy being with me.
- Encourage—Praise me for my efforts and achievements.

Provide Support

Help me complete tasks and achieve goals.

- Navigate—Guide me through hard situations and systems.
- Empower—Build my confidence to take charge of my life.
- Advocate—Stand up for me when I need it.
- Set boundaries—Put in place limits that keep me on track.

Challenge Growth

Push me to keep getting better.

- Expect my best—Expect me to live up to my potential.
- Stretch—Push me to go further.
- Hold me accountable—Insist I take responsibility for my actions.
- Reflect on failures—Help me learn from mistakes and setbacks.

Share Power

Treat me with respect and give me a say.

- Respect me—Take me seriously and treat me fairly.
- Include me—Involve me in decisions that affect me.
- Collaborate—Work with me to solve problems and reach goals.
- Let me lead—Create opportunities for me to take action and lead.

Expand Possibilities

Connect me with people and places that broaden my world.

- Inspire—Inspire me to see possibilities for my future.
- Broaden horizons—Expose me to new ideas, experiences, and places.
- Connect—Introduce me to people who can help me grow.

Express Care

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- Connect—Introduce me to people who can help me grow.

Cultivating Developmental Relationships


Identify youth's strengths, supports, and resources within themselves and their community

- Can be done through measuring assets
 - Attitudes and Behaviors (A&B) and Developmental Assets Profile (DAP) surveys
 - Surveys can be electronically distributed and used by schools and other organizations
 - Help identify trends and possible interventions

After the Survey

The organization engages a data consultant from the Search Institute to analyze the survey data and give possible courses of action

Search Institute staff facilitates a workshop for adults in the Lake Cities

- Discuss the survey results
 - The Lake Cities collectively decide which interventions to conduct
 - The Lake Cities members are trained on how to cultivate Developmental Relationships with the youth they are in contact with
- 

Success Story

Georgetown, Texas

- Nonprofit called The Georgetown Project which empowered youth to be successful citizens
- 40-58% of local families were low-income, and had large Latino population
- The Georgetown Project implemented the Search Institute's expertise to grow their programs in specific areas of need, identified through the surveys distributed
- The Georgetown Project worked with numerous other nonprofits benefiting youth to identify and address the needs of area youth
- After-school programs were implemented, with emphasis on being a space for youth who were experiencing homelessness, transitions, or were at-risk
 - Provides youth with an understanding of the Developmental assets, enrichment, academic support, meals, counseling, and housing

Next Steps

- Enlist LDISD and DISD to conduct surveys
- Need organizational structure to proceed
- Decide which schools to survey
 - Lake Dallas High School
 - Lake Dallas Middle School
 - Crownover Middle School
 - Betty Myers Middle School