



A G E N D A
REGULAR MEETING OF THE
HIGHLAND VILLAGE CITY COUNCIL
HIGHLAND VILLAGE MUNICIPAL COMPLEX
1000 HIGHLAND VILLAGE ROAD, HIGHLAND VILLAGE, TEXAS
TUESDAY, FEBRUARY 28, 2023 at 5:30 P.M.

EARLY WORK SESSION
Training Room – 5:30 P.M.

Convene Meeting in Open Session

1. Receive a Presentation on the Highland Shores Mobility Study
2. Clarification of Consent or Action Items listed on Today's City Council Meeting Agenda for February 28, 2023

(Items discussed during Early Work Session may be continued or moved to Open Session and/or Late Work Session if time does not permit holding or completing discussion of the item during Early Work Session.)

CLOSED SESSION
Training Room

3. Hold a Closed Meeting in accordance with the following Sections of the Texas Government Code:
 - (a) Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)
 - (b) Section 551.072 – Real Property – Deliberate the purchase, exchange, lease, or value of real property
 - (c) Section 551.074 – Personnel – Deliberate the Employment and Evaluation of the City Manager and City Secretary

OPEN SESSION
City Council Chambers – 7:30 P.M.

4. Call Meeting to Order
5. Prayer led by Councilmember Shawn Nelson
6. Pledge of Allegiance to the U.S. and Texas flags led by Councilmember Shawn Nelson: *“Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”*
7. Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about

upcoming City Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety

8. City Manager/Staff Reports

- **State of the City Video**

9. Visitor Comments *(Anyone wishing to address the City Council must complete a Speakers' Request Form and return it to the City Secretary. In accordance with the Texas Open Meetings Act, the City Council is restricted in discussing or taking action on items not posted on the agenda. Action on your statement can only be taken at a future meeting. In order to expedite the flow of business and to provide all visitors the opportunity to speak, the Mayor may impose a three (3) minute limitation on any person addressing the City Council. A thirty (30) minute time allotment is set for this section, and the remaining speakers will be heard at the end of the Action Agenda.)*

Anyone wishing to address the City Council on any item posted on the City Council agenda for possible action, including matters placed on the Consent Agenda or posted as a Public Hearing, must complete a Speakers' Request Form available at the entrance to the City Council Chambers and present it to the City Secretary prior to the Open Session being called to order. Speakers may be limited to three (3) minutes and given only one opportunity to speak on an item. Other procedures regarding speaking on matters posted for action on the City Council agenda are set forth on the Speakers' Request Form. Subject to applicable law, the City Council reserves the right to modify or waive at any time the procedures relating to members of the public speaking on matters placed the Council's agenda.

CONSENT AGENDA

All of the items on the Consent Agenda are considered for approval by a single motion and vote without discussion. Each Councilmember has the option of removing an item from this agenda so that it may be considered separately and/or adding any item from the Action Agenda to be considered as part of the Consent Agenda items.

- 10. Consider approval of Minutes of the Regular City Council Meeting held on February 14, 2023**
- 11. Consider Resolution 2023-3047 authorizing Negotiation and Execution of a Contract for Construction Services with Precision Fencing LLC for the Sellmeyer Tennis Center Fencing Project through the City's Cooperative Purchasing Agreement with The Interlocal Purchasing System (TIPS)**
- 12. Consider Resolution 2023-3048 rejecting all Bids for Turf and Landscape Maintenance Services**
- 13. Consider Resolution 2023-3049 canceling the March 14, 2023 City Council Meeting**
- 14. Consider Resolution 2023-3051 authorizing Partial Release and Quitclaim of a Drainage Easement on Lot 7, Block QC, The Overlook of Highland Shores, Section Two**

ACTION AGENDA

- 15. Take action, if any, on Matters discussed in Closed Session in accordance with the following Sections of the Texas Government Code:
(a) Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda**

Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)

- (b) Section 551.072 – Real Property – Deliberate the purchase, exchange, lease, or value of real property
 - (c) Section 551.074 – Personnel – Deliberate the Employment and Evaluation of the City Manager and City Secretary
16. Consider Resolution 2023-3050 authorizing the City Manager to Sign an Agreement of Lease with the United States Army Corps of Engineers relating to Federal Land Leased for Copperas Branch Park, Lakeside Community Park, Wichita Forest Park, Pilot Knoll Park and portions of Doubletree Ranch Park
17. Consider Ordinance 2023-1300 adopting the Highland Village Comprehensive Plan Update “Our Village Our Vision” updating the City’s Comprehensive Plan pursuant to the Texas Local Government Code, including a Parks, Recreation and Open Space Master Plan Update, Trail System Master Plan Update, Opportunity Areas for Future Development, FM 407 Trail Corridor and Amenity Plan, and Thoroughfare Plan Update (*2nd and final read*)

LATE WORK SESSION

(Items may be discussed during Early Work Session, time permitting)

18. Status Reports on Current Projects and Discussion on Future Agenda Items (A Councilmember may inquire about a subject of which notice has not been given. A statement of specific information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.)
19. Adjournment

I HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE PUBLIC BULLETIN BOARD AT THE MUNICIPAL COMPLEX, 1000 HIGHLAND VILLAGE ROAD, HIGHLAND VILLAGE, TEXAS IN ACCORDANCE WITH THE *TEXAS GOVERNMENT CODE, CHAPTER 551*, ON THE 24TH DAY OF FEBRUARY 2023 NOT LATER THAN 5:00 P.M.



Angela Miller, City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary’s Office at (972) 899-5132 or Fax (972) 317-0237 for additional information.

Removed from posting on the _____ day of _____, 2023 at _____
am / pm by _____.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 1

MEETING DATE 02/28/2023

**SUBJECT: Receive an Presentation on the Highland Shores Mobility
Study**

PREPARED BY: Scott Kriston, Director of Public Works

COMMENTS

City staff will present information regarding the Highland Shores Mobility Study.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 7

MEETING DATE: 02/28/2023

SUBJECT: Mayor and Council Reports on Items of Community Interest

PREPARED BY: Karen McCoy, Executive Assistant

COMMENTS

Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 10

MEETING DATE: 02/28/2023

SUBJECT: Consider approval of Minutes of the Regular City Council Meeting held on February 14, 2023

PREPARED BY: Angela Miller, City Secretary

BACKGROUND:

Minutes are approved by a majority vote of Council at the Council meetings and listed on the Consent Agenda.

IDENTIFIED NEED/S:

Council is encouraged to call the City Secretary's Office prior to the meeting with suggested changes. Upon doing so, staff will make suggested changes and the minutes may be left on the Consent Agenda in order to contribute to a time efficient meeting. If the change is substantial in nature, a copy of the suggested change will be provided to Council for consideration prior to the vote.

OPTIONS & RESULTS:

The City Council should review and consider approval of the minutes. Council's vote and approval of the minutes reflect agreement with the accuracy of the minutes.

PROGRESS TO DATE: (if appropriate)

The City Manager has reviewed the minutes and given approval to include the minutes in this packet.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

N/A

RECOMMENDATION:

To approve the minutes of the Regular City Council Meeting held on February 14, 2023.



**MEETING MINUTES OF THE REGULAR MEETING
HIGHLAND VILLAGE CITY COUNCIL
HIGHLAND VILLAGE MUNICIPAL COMPLEX
1000 HIGHLAND VILLAGE ROAD
TUESDAY, FEBRUARY 14, 2023**

EARLY WORK SESSION

The meeting was called to order by Mayor Jaworski at 6:01 p.m.

Roll Call

Present:	Daniel Jaworski	Mayor
	Jon Kixmiller	Deputy Mayor Pro Tem
	Michael Lombardo	Mayor Pro Tem
	Shawn Nelson	Councilmember
	Tom Heslep	Councilmember
	Robert Fiester	Councilmember
	Brian A. Fiorenza	Councilmember
Staff Members:	Paul Stevens	City Manager
	Ken Heerman	Assistant City Manager
	Kevin Laughlin	City Attorney
	Angela Miller	City Secretary
	Doug Reim	Police Chief
	Tony Sorsby	Assistant Fire Chief
	Brian Norton	Deputy Director of Parks and Trails
	Jana Onstead	Human Resources Director
	Laurie Mullens	Marketing & Communications Director
	Andrew Boyd	Media Specialist

Agenda Item #2 was moved up on the agenda.

2. Clarification of Consent or Action Items listed on Today's City Council Meeting Agenda for February 14, 2023

No items were discussed.

Mayor Jaworski announced Council would meet in Closed Session and read Agenda Items #3(b) and #3(c). Discussion on Agenda Item #1 was included in the discussion with Agenda Item #3(b).

1. Receive an Update on Security Cameras

CLOSED SESSION

Council convened into Closed Session at 6:03 pm

3. Hold a Closed Meeting in accordance with the following Sections of the Texas Government Code:

- (a) **Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)**
- (b) **Section 551.089 – Deliberation regarding Security Devices or Security Audits**
- (c) **Section 551.074 – Personnel – Deliberate the Employment and Evaluation of the City Manager and City Secretary**

Council concluded Closed Session at 6:57 p.m.; Early Work Session was immediately adjourned.

OPEN SESSION

4. Call Meeting to Order

The meeting was called to order by Mayor Jaworski at 7:04 p.m.

Roll Call

Present:	Daniel Jaworski	Mayor
	Jon Kixmiller	Deputy Mayor Pro Tem
	Michael Lombardo	Mayor Pro Tem
	Shawn Nelson	Councilmember
	Tom Heslep	Councilmember
	Robert Fiester	Councilmember
	Brian A. Fiorenza	Councilmember

Staff Members:	Paul Stevens	City Manager
	Ken Heerman	Assistant City Manager
	Kevin Laughlin	City Attorney
	Angela Miller	City Secretary
	Doug Reim	Police Chief
	Karl Schlichter	Police Commander
	Randy Flowers	Police Sergeant
	Tony Sorsby	Assistant Fire Chief
	Scott Kriston	Public Works Director
	Brian Norton	Deputy Director of Parks and Trails
	Jana Onstead	Human Resources Director
	Laurie Mullens	Marketing & Communications Director
	Andrew Boyd	Media Specialist

5. Prayer led by Mayor Pro Tem Mike Lombardo

Mayor Pro Tem Lombardo gave the invocation.

6. Pledge of Allegiance to the U.S. and Texas flags led by Mayor Pro Tem Mike Lombardo

Mayor Pro Tem Lombardo led the Pledge of Allegiance to the U.S. and Texas flags.

7. Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about

upcoming City Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety

Deputy Mayor Pro Tem Kixmiller wished his grandson a happy 7th birthday.

- **Presentation of a Proclamation celebrating the Retirement of Odilon Benitez for 27 Years of Service**

Mayor Jaworski presented a proclamation to Mr. Benitez celebrating his retirement.

- **Presentation of a Proclamation celebrating the 60th Anniversary of Highland Village**

Mayor Jaworski presented a proclamation recognizing the City's 60th Anniversary.

8. City Manager/Staff Reports

City Manager Paul Stevens congratulated Mr. Benitez on his upcoming retirement and thanked him for his service.

- **The Village Report**

The Village Report included a request for residents to share photos they have from the last 60 years that tells the story of Highland Village. The Daily Thread, now open in The Shops of Highland Village, was also featured.

9. Visitor Comments

No one wished to speak.

CONSENT AGENDA

- 10. Consider approval of Minutes of the Regular City Council Meeting held on January 24, 2023**

- 11. Consider Resolution 2023-3045 authorizing the Purchase of Turf Equipment from Professional Turf Products, L.P. through the City's Cooperative Purchasing Agreement with Texas Local Government Purchasing Cooperative (BuyBoard)**

- 12. Consider Resolution 2023-3046 authorizing application to the Texas Parks and Wildlife Department Recreational Trails Grant Program for the Pilot Knoll Park Redevelopment Project**

- 13. Receive Budget Reports for Period ending December 31, 2022**

- 14. Receive Investment Report for Quarter ending December 31, 2022**

Motion by Councilmember Fiorenza, seconded by Councilmember Fiester, to approve Consent Agenda Items #10 through #14. Motion carried 7-0.

ACTION AGENDA

- 15. Take action, if any, on Matters discussed in Closed Session in accordance with the following Sections of the Texas Government Code:**

- (a) **Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)**
- (b) **Section 551.089 – Deliberation regarding Security Devices or Security Audits**
- (c) **Section 551.074 – Personnel – Deliberate the Employment and Evaluation of the City Manager and City Secretary**

No action was taken.

16. **Conduct a Public Hearing and Consider Ordinance 2023-1300 adopting the Highland Village Comprehensive Plan Update “Our Village Our Vision” updating the City’s Comprehensive Plan pursuant to the Texas Local Government Code, including a Parks, Recreation and Open Space Master Plan Update, Trail System Master Plan Update, Opportunity Areas for Future Development, FM 407 Trail Corridor and Amenity Plan, and Thoroughfare Plan Update (1st of two reads)**

PUBLIC HEARING CONDUCTED
APPROVED 1ST READ (5-2)

City Manager Paul Stevens reported the updates were first discussed 2 years ago, with the project starting in September 2021. McAdams Planning Director Randi Rivera presented a brief overview of the project, updates and recommendations.

Mayor Jaworski opened the public hearing and the following people spoke in opposition:
Lisa Gutwein (4017 Brooks Court)
Tamara Thigpen (482 Sellmeyer Lane)
Rhonda Hurst (604 Sellmeyer Lane)

The following people did not wish to speak but were in opposition:
Jimmy Bassinger (210 Edgewood Drive)
Jean Bassinger (210 Edgewood Drive)
Leesa Hitt (256 Meadowbrook)
Gayle Nurre (4003 Brooks Court)
Deborah Anderson (213 Village Tree Drive)
Mike Hey (4008 Brooks Court)
Valorie Hey (4008 Brooks Court)
C.F. Nurre (4003 Brooks Court)

Mayor Pro Tem Lombardo stated that Council had asked City staff to update the plans and McAdams was hired for the project. He added that the Parks, Recreation and Open Space Master Plan Update, Trail System Master Plan Update, FM 407 Trail Corridor and Amenity Plan, and Thoroughfare Plan Update are all good, but he is unhappy with the Opportunity Areas. He reported he has not received any feedback from residents in favor of anything in the Opportunity Areas, and was also concerned that he never heard from any of the property owners within the Opportunity Areas as to what they wanted. Although the proposed plan would not be set in stone and knowing development processes would still happen later on, he stated he does not want to do it right now. He voiced concern that after all of the meetings and discussions, the Opportunity Areas never really changed.

With the Comprehensive Plan being a plan, Councilmember Nelson asked for clarification as he was under the impression that we do have ordinances where City Council and the Planning & Zoning Commission (P&Z) need to align or assess what’s in the Comprehensive Plan in making decisions, or consult the Comprehensive Plan by ordinance and asked if that was a fair assumption. City Attorney Kevin Laughlin stated

that is the typical process and that a Comprehensive Plan is updated, with a logical next step being a review of your zoning ordinance to see what changes are needed to conform to your comprehensive plan. He added that sometimes in that process, the comprehensive plan is changed after further review of zoning as it's an evolving process because ultimately zoning ordinances are supposed to conform to your comprehensive plan, but timing of when that is done varies as it can be done now or in the future if a development is presented that triggers a review, the decision is for City Council and staff to work on. Councilmember Nelson stated he is aligned with Mayor Pro Tem Lombardo as he likes the other plans but has also had an issue with the Opportunity Areas. He added that if there is something they could look at with regards to the Opportunity Areas, then perhaps that should be considered.

Deputy Mayor Pro Tem Kixmiller stated McAdams did a good job on the plan and did what was asked of them. He stated that he thinks the plan has changed since the beginning regarding the Opportunity Areas and that an inordinate amount of time was spent focusing on the Opportunity Areas and not looking at the rest of the plans. He reported the suggested uses in the Opportunity Areas have changed since the beginning with hospitality uses removed, and that multi-family means many different things. Regarding density he added there are a lot of different views of what this is in Highland Village and that there is the unknown on whether the property in Opportunity Area #1 will ever be developed as single family homes because it would be cost prohibitive and will probably remain green fields. He added that the City is not going to underwrite development and that a requirement for a financial impact analysis for any future development application has been added to the Comprehensive Plan. He stated the owners of the property in Opportunity Areas #1, #3 and #5 have met with City staff over the years to share their desires regarding their property. While he does not see a high rise being built in Opportunity Area #5, he does see residential there at some point. While he has heard from people in opposition, he stated he has also heard from those with opposite views, and that he thinks the plan provides for both sides. He added that applicants would still have to go through the full development process. He thanked everyone for providing input and voiced the difficulty in trying to please everyone. Since this is a guide, he would like to pass this and see what proposals come forward.

Councilmember Fiester stated if the Opportunity Areas are removed from this plan, in effect, they are not limiting or changing anything they have put in the plan, and it does not eliminate multi-family, commercial or retail from being proposed. However it does deprive the City and staff of any direction as this is a guide for the next 5 to 10 years. He stated he would have preferred that removal of any of the Opportunity Area plans have been done a couple of meetings ago rather than before trying to approve the plan. That being said, any development in the Opportunity Areas will still come before P&Z and City Council for consideration, and with members changing each year, the plan is a direction as of today that could possibly change in a few years. He stated he is content with what is in the update, and likes the parks and trails plans and the sooner it's approved, the sooner the grant benefits will be realized.

Councilmember Heslep stated he has had some trepidation regarding the development areas and he is not a supporter of apartments but under multi-family there are different asset classes such as duplexes, quadplexes, townhomes, condos, mixed-use multi-family, and even age restricted developments. He would love to see more retail developed in the city but high rental rates and online shopping makes it almost impossible. He stated the purpose of a comprehensive plan is to use it as a high level guide. He added that he agrees that some of the points made tonight by Council should have been discussed several meetings ago. Councilmember Heslep stated he thinks the plan is good for what our purpose is, and he echoes the comments of Deputy Mayor Pro Tem Kixmiller and

Councilmember Fiester that the plan can be changed or modified, it does not change the zoning, and that any proposed development would still come before P&Z and City Council for consideration. He added that he does hear the residents and appreciates their input.

Councilmember Fiorenza thanked City staff, McAdams staff and the previous City Council members that were engaged in this project over the last 2 years. He added that over the last few meetings he has made his position known regarding the Opportunity Areas, and that there have been multiple discussions regarding the areas and each time the comment is that we like the way it's written and are ready to move forward. However, now he is hearing that people want to stop and back up. With the many discussions that have taken place, he echoes some of the other Council members' comments tonight that its time to move forward. He added that there are certain things included in the plan he does not like and some things he does, and that not everyone is going to like everything in the plan. He further added that when a developer brings a project forward, the Council serving at that time will be able to look at the plan and proposed project, and can make a decision that is best for the community in total, and balance the negative with the positive. He stated its time to move forward, encourage development that benefits everyone in the best way possible and to have something that will work all of us in the community.

Mayor Jaworski stated he thought there had been discussion at some point of potentially removing Opportunity Areas #1 and #5 from the plan and thought the feedback was that doing so could be disadvantages to future development or lack of development, so the areas remained in the draft. Having said that, and given the fact there has been some sentiment expressed by Council of potentially removing them, he asked: (a) how would the motion be made, and (b) if that motion fails, could another member of Council then offer a motion to approve the plan as-is? City Attorney Kevin Laughlin answered yes, that procedurally Council could remove them and that from a logistical standpoint the plan would have to be edited in order to bring it forward for the second read.

Mayor Jaworski stated the majority of emails he has received while on City Council have related to garbage collection. However over the last 6 months or so, the number regarding the comprehensive plan have almost caught up to those. He expressed his gratitude to residents for being engaged and for providing feedback, adding that the majority of that feedback has been about the 2 Opportunity Areas and why the proposed draft is not consistent with what residents have been saying they want. He stated that he hopes they understand that Council has gone back to staff and McAdams to rework the plan as to be responsible to what residents are saying but also to look ahead at the City and services, and to juxtapose both to come up with something that will work for everyone. Regarding the multi-family and high density discussions, he reported the old comprehensive plan called for higher density than what is being proposed in this plan, which could have allowed for high density multi-family in Highland Village, but that never happened. He added that whether the two Opportunity Areas are removed from the proposed comprehensive plan or not, it could still potentially lead to high density multi-family if residents elect Councilmembers that vote in favor of it, now and in the future, and to hold their elected officials accountable.

Mayor Jaworski added that the City had applied for a grant that would help fund the cabin project at Pilot Knoll Park, which was denied. The feedback received was that it was not approved because we needed an approved comprehensive plan. He stated there is a lot included in the comprehensive plan that is good for the city, and he wishes there could have been more discussion about FM 407 and the need to redevelop that area to take advantage of opportunities to bring in more businesses that could bring additional retail sales tax revenue. He also stated that there has been a lot of time taken to discuss two areas that in his opinion stand very little chance of ever being developed because of

natural terrain challenges. He stated he does not see any developer willing to spend the money it would take to provide sewer service to Opportunity Area #1. With much of the property in Opportunity Area #5 located in a flood zone, he stated he sees single family homes as a more likely solution. He stated that he would support a motion to approve the comprehensive plan with the removal of Opportunity Areas #1 and #5. Councilmember Fiester asked what would be the practical effect of removing Opportunity Areas #1 and #5 other than removing any sort of minimum guide. Mayor Jaworski answered that he does not think removing them would preclude a developer from coming forward with a project, but rather it would indicate the City does not have a preference for what an idea might include. Mayor Pro Tem Lombardo stated he thinks it would show that Council has listened to what the majority of residents have expressed.

City Manager Paul Stevens thanked residents for attending the meetings. He added that the other parts of the plan are important, especially when applying for future grants. With Opportunity Areas #1 and #5 backing up to well established neighborhoods, Mr. Stevens stated he thinks zoning requests will come forward at some point whether the areas are included in the comprehensive plan or not as property owners can request zoning changes for their property. Mr. Stevens said if removing those areas from the plan would allow the comprehensive plan to move forward, then he thinks that's good as to not overshadow all of the work and the importance of all of the other plans.

Motion by Councilmember Heslep, seconded by Councilmember Fiorenza, to accept the plan as-is.

Councilmember Fiorenza asked Ms. Rivera which Opportunity Area has multi-family listed as a possible use. Ms. Rivera stated none of them. Councilmember Fiorenza stated that multi-family was removed from the plan and changed to medium density residential, which is a different category. He added that Council has heard from a lot of residents at Council meetings and received emails, and thinks they have incorporated a lot of those issues into the plan, and that he has had as many conversations with citizens that are in favor of higher, medium density homes.

Mayor Jaworski stated there are projects that have been presented to P&Z and City Council that were never included in any comprehensive plan, so having the areas included or not does not change the fact that someone could still come forward with a project.

Motion by Mayor Jaworski, seconded by Mayor Pro Tem Lombardo, to amend the previous motion to remove Opportunity Areas #1 and #5 from the plan. Motion failed with the following vote:

Ayes – Lombardo, Jaworski, Nelson

Nos – Fiorenza, Heslep Fiester, Kixmiller

The following vote was taken on the original motion and passed with the following vote:

Ayes – Jaworski, Fiester, Heslep, Fiorenza and Kixmiller

Nos – Lombardo and Nelson

17. **Receive Highland Village Police Department's Annual Compliance Report under the Texas Code of Criminal Procedure (CCP) Section 2.131 through 2.138 prohibiting Racial Profiling**

REPORT RECEIVED (7 – 0)

Police Sergeant Travis Flowers presented the report for 2022. He advised state law requires each law enforcement agency in the state to adopt a written policy on racial

profiling and to submit a report containing the information compiled during the previous calendar year to its governing body. Sergeant Flowers further advised the City has a policy in place prohibiting racial profiling and that the report complies with the Code of Criminal Procedure Requirements.

Councilmember Fiorenza asked if the department's policy requires activation of body cameras immediately before or after a traffic stop. Sergeant Flowers reported before, adding that their new system turns on all the dash and body cameras when their lights are activated. He stated that cameras are turned off when they leave the scene, unless someone is being transported.

Chief Reim added that cameras are also automatically activated anytime a taser or weapon is removed from its holster. As a request from Council during last year's presentation, Chief Reim reported about 25% out of approximately 2,800 traffic stops included Highland Village residents.

Motion by Mayor Pro Tem Lombardo, seconded by Councilmember Fiester, to receive the Highland Village Police Department's Annual Compliance Report. Motion carried 7-0.

LATE WORK SESSION

- 18. Status Reports on Current Projects and Discussion on Future Agenda Items (A Councilmember may inquire about a subject of which notice has not been given. A statement of specific information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.)**

Council requested status updates on the following projects:

- Completion schedule of the artificial turf installation at the Unity Dog Park was requested by Councilmember Fiester. Mr. Stevens reported he would provide that to Council this week.
- Completion schedule and update on the splash pad at Doubletree Ranch Park was requested by Deputy Mayor Pro Tem Kixmiller. Mr. Stevens reported the project would be completed by spring. He added that much of the surfacing has been done, and with weather permitting it would be completed in the next few weeks. The fencing company is ready to move in right after the surfacing is finished.

- 19. Adjournment**

Mayor Jaworski adjourned the meeting at 8:54 p.m.

Daniel Jaworski, Mayor

ATTEST:

Angela Miller, City Secretary

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 11

MEETING DATE: 02/28/2023

SUBJECT: Consider Resolution 2023-3047 authorizing Negotiation and Execution of a Contract for Construction Services with Precision Fencing, LLC for the Sellmeyer Tennis Fencing Project.

PREPARED BY: Brian Norton, Deputy Director of Park Operations and Projects

BACKGROUND:

Sellmeyer Tennis Center

The Sellmeyer Tennis Center fencing is at the end of its useful life and the fence and all major components need to be replaced.

IDENTIFIED NEED/S:

Sellmeyer Tennis Center

Replace all sections of the existing fencing and major components and increase the fence height to 10-feet around the entire perimeter. There is also a need to install a new entry gate to accommodate the new ADA accessible ramp that was installed during the parking lot project in 2022.

OPTIONS & RESULTS:

- 10-foot galvanized chainlink fencing around entire perimeter of the facility.
- 4-foot x 7-foot entry gate.
- Black windscreens to match those of the Highland Village Tennis Center.

Sellmeyer Tennis Center

The new fence and components will match the existing look and feel with the exception of the fence height. The height of the fence will now be 10-feet around the entire perimeter.

Warranty – 1 year

Life Expectancy – 10+ years

PROGRESS TO DATE:

An official quote has been submitted for a new 10-foot chain-link fence and major component replacement for the Sellmeyer Tennis Center. City administration has determined in accordance with state law that the construction services comply with City specifications and may be acquired from Precision Fencing, LLC through the City's cooperative purchasing agreement with The Interlocal Purchasing System ("TIPS").

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

Sellmeyer Tennis Center

The project's total cost is \$52,569.00 which exceeds the \$37,500.00 earmarked from the 2022 Bond Proceeds. The Balance of \$15,069.00 will be absorbed in the 2022 Bond contingency.

RECOMMENDATION:

To approve Resolution 2023-3047 authorizing negotiation and execution of a contract with Precision Fencing LLC for the Sellmeyer Tennis Center Fencing Project.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2023-3047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, AUTHORIZING NEGOTIATION AND EXECUTION OF A CONTRACT FOR CONSTRUCTION SERVICES WITH PRECISION FENCING, LLC FOR THE SELLMAYER TENNIS CENTER FENCING PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, City administration has determined that the Sellmeyer Tennis Center fencing and major components need to be replaced; and

WHEREAS, City administration (i) has determined the construction services necessary to perform the Project and that comply with City specifications may be acquired from Precision Fencing, LLC through the City's cooperative purchasing agreement with The Interlocal Purchasing System ("TIPS") in the amount of \$52,569.00; and (ii) recommends negotiation and execution of an agreement with Precision Fencing and Construction for the Project; and

WHEREAS, the City Council of the City of Highland Village, Texas, finds it to be in the public interest to authorize the above-described construction agreement in accordance with said recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to negotiate and execute an agreement for construction services with Precision Fencing, LLC for the Project in the amount of \$52,569.00, through the City's cooperative purchasing agreement with TIPS, and, subject to applicable state laws, City policies, and, in the event of an increase in the contract amount, the availability of funds for such purpose, to negotiate and sign such change order(s) to said agreement as the City Manager determines to be in the best interest of the City.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED THIS THE 28TH DAY OF FEBRUARY 2023.

APPROVED:

Daniel Jaworski, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:2/20/2023:133694)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 12

MEETING DATE: 02/28/2023

SUBJECT: Consider Resolution 2023-3048 Rejecting all Bids for Turf and Landscape Maintenance Services

PREPARED BY: Brian Norton, Deputy Director of Park Operations and Projects

BACKGROUND:

In the late nineties, the City began bidding out turf and landscape maintenance services to maintain areas such as City rights-of-way, trails, medians, and other municipal sites.

In some cases, it is more cost-effective to bid out services for areas that require less detailed maintenance (such as median mowing/maintenance) as opposed to hiring additional City staff. In other instances, hiring permanent City staff capable of providing significant attention to detailed needs such as performing irrigation repairs, chemical applications, minor park construction projects, playground maintenance, special event set up, sports field maintenance, etc. is more beneficial to the City.

The current contract for Turf and Landscape Maintenance Services will end on March 31st. Bids were received and opened on February 21st for the next contract. Only one bid was received by the deadline, and was from the City's current contractor for Turf and Landscape Maintenance Services. The amount of the bid was \$37,242.50 higher than the previous contract. Due to issues with the service provided by the current contractor and the significant increase in the cost of these services, City Administration is recommending that the bid be rejected so that a new bid solicitation may be issued in an effort to create a more competitive bid process with additional bidders.

IDENTIFIED NEED/S:

To reject the bid received on February 21, 2023 so that new bids may be solicited.

OPTIONS & RESULTS:

If the bid is not rejected, there will not be an opportunity to create a more competitive bid process for the Turf and Landscape Maintenance Services Contract, and the City would accept the lone bid that was received from the current contractor.

PROGRESS TO DATE:

A bid was received for Turf and Landscape Maintenance Services and was opened on February 21, 2023.

Company	Base Bid Items	Alternate Bids	Both Base Bid and Alternate Bids
Brightview Landscape	\$179,286.00	\$54,097.50	\$233,383.50

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

No budget impact at this time.

RECOMMENDATION:

To approve Resolution 2023-3048 rejecting all bids for Turf and Landscape Maintenance Services.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2023-3048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, REJECTING ALL BIDS FOR TURF AND LANDSCAPE MAINTENANCE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City staff solicited bids from contractors to provide turf and landscape maintenance services (the "Services") commencing April 1, 2023, following the expiration of the term of the contract for the services with the City's current contractor; and

WHEREAS, at the deadline for the submission of bids, only one bid was received from the company who holds the current contract to provide the services; and

WHEREAS, City Staff has advised that (i) the bid received for the Services is significantly higher than the cost of the previous contract, and (ii) City Staff is not satisfied with the current level of service provided by the current contractor, and recommends rejecting all bids received for the Services; and

WHEREAS, the City Council of the City of Highland Village, Texas, finds it to be in the public interest to concur in the foregoing recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. All bids for the Turf and Landscape Maintenance Services contract received and opened on February 21, 2023, are hereby rejected.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED THIS THE 28TH DAY OF FEBRUARY 2023.

APPROVED:

Daniel Jaworski, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:2/22/2023:133741)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 13

MEETING DATE: 02/28/2023

**SUBJECT: Consider Resolution 2023-3049 Canceling the March 14, 2023
City Council Meeting**

PREPARED BY: Angela Miller, City Secretary

BACKGROUND:

Section 3.13 of City of Highland Village City Charter states that the City Council shall have as many regular meetings as it shall deem necessary, provided it shall have at least one meeting each month to be held within the City limits. If (i) the business of the City is such that the number of items requiring City Council discussion and/or approval are too few to justify the staff time and costs related to preparing for a city council meeting, and (ii) matters pending which do require council approval can be delayed to a later meeting, then cancelation of a council meeting is from time to time proposed.

IDENTIFIED NEED/S:

The Regular City Council meeting scheduled for Tuesday, March 14, 2023 conflicts with the spring break holiday for Lewisville ISD students, which is March 13 – 17, 2023.

OPTIONS & RESULTS:

Canceling the Regular City Council meeting scheduled for March 14 would allow Council and staff the opportunity to enjoy this time with their families.

PROGRESS TO DATE: (if appropriate)

City Administration has reviewed pending and anticipated business items which will require City Council approval and have determined that no project or other matter will be negatively impacted or delayed if the identified meetings are canceled.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

None.

RECOMMENDATION:

To approve Resolution 2023-3049 canceling the March 14, 2023 City Council meeting.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2023-3049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS CANCELING THE MARCH 14, 2023, CITY COUNCIL MEETING, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 3.13 of the City Charter of the City of Highland Village provides that the City Council shall have as many regular meetings as it shall deem necessary, provided it shall have at least one meeting each month to be held within the City limits; and

WHEREAS, the City Council customarily holds its regular meetings on the second and fourth Tuesdays of each month; and

WHEREAS, the City Council finds that canceling the regular meeting scheduled for March 14, 2023 will not adversely affect the operations of the City and will preserve City financial and human resources usually spent in preparation for such meetings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The regular City Council meeting scheduled for March 14, 2023, is hereby canceled.

SECTION 2. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 28th day of February 2023.

APPROVED:

Daniel Jaworski, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:2/22/2023:133751)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 14

MEETING DATE: 02/28/2023

SUBJECT: Consider Resolution 2023-3051 authorizing partial release and quitclaim of a portion of a 10-foot (10”) drainage easement located on Lot 7, Block QC, The Overlook at Highland Shores Section Two, City of Highland Village

PREPARED BY: Scott Kriston, Director of Public Works

BACKGROUND:

In order to facilitate a retaining wall replacement of Lot 7, Block QC of Highland Shores Overlook 2 (912 Misty Oak Dr.), the owner of the property has requested a portion of the 10-foot drainage easement be abandoned. The partial abandonment would not affect the approved drainage plan for the subdivision. As a result, staff is of the opinion the identified portion of the easement is not needed for public use and can be abandoned and vacated without any detriment to the public.

IDENTIFIED NEED/S:

In order for the proposed development to be constructed a portion of the drainage easement requires abandonment.

OPTIONS & RESULTS:

Failing to approve the requested abandonment will limit the ability to make needed retaining wall repairs Lot 7, Block QC of the subdivision. Approving the request will allow the retaining wall to be repaired and keep the lot aesthetics in a manner consistent with the remainder of the subdivision.

PROGRESS TO DATE: (if appropriate)

The property owner has submitted a survey of the portion of the drainage easement for which abandonment is being requested.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

No budgetary impact.

RECOMMENDATION:

To approve Resolution 2023-3051 authorizing partial release and quitclaim of a drainage easement on Lot 7, Block QC, The Overlook of Highland Shores, Section Two.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2023-3051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, AUTHORIZING PARTIAL RELEASE AND QUITCLAIM OF A DRAINAGE EASEMENT ON LOT 7, BLOCK QC, THE OVERLOOK AT HIGHLAND SHORES, SECTION TWO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Highland Village, Texas, acting pursuant to law and upon the request of the owner of the underlying fee title of the property, is of the opinion and finds that said tracts are not needed for public use as a drainage easement and should be abandoned and vacated and deems it advisable and in the public interest to abandon and quitclaim the hereinafter described interests in real property subject to the reservations and conditions of this document.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized, on behalf of the City of Highland Village, to execute such documents as may be approved as to form by the City Attorney to release, abandon, and quitclaim all right, title, and interest in 1465 square feet of a drainage easement dedicated to the public and affecting Lot 7, Block QC of The Overlook at Highland Shores, Section Two, an addition to the City of Highland Village, Denton County, Texas, according to the plat thereof recorded in Cabinet P, Page 334, Plat Records, Denton County, Texas, said portion to be abandoned being more particularly described and depicted in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 28th day of February 2023.

APPROVED:

Daniel Jaworski, Mayor

ATTEST:

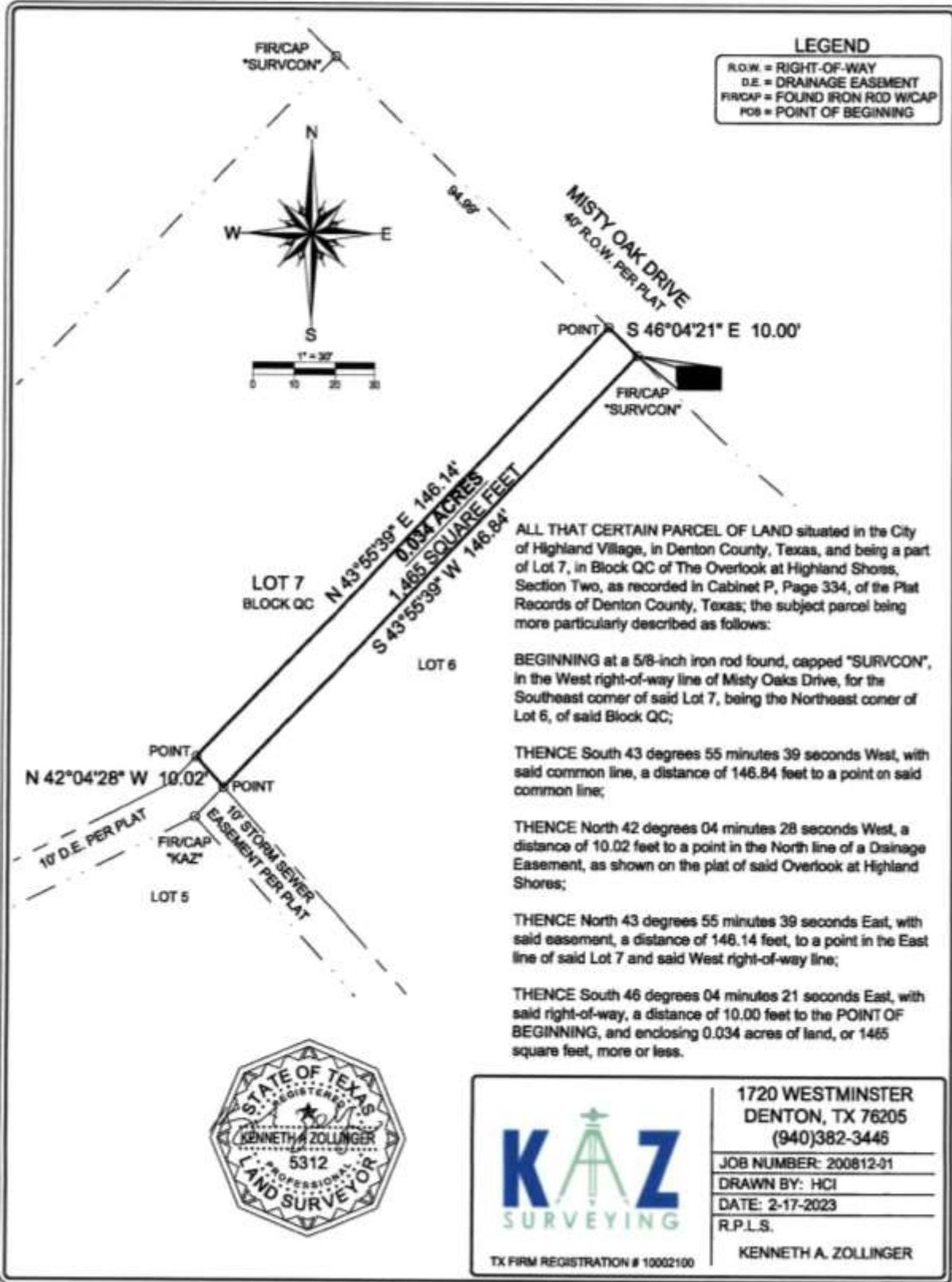
Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl 2/17/2023:133693)

Resolution No. 2023-3051
Exhibit "A"



ALL THAT CERTAIN PARCEL OF LAND situated in the City of Highland Village, in Denton County, Texas, and being a part of Lot 7, in Block QC of The Overlook at Highland Shores, Section Two, as recorded in Cabinet P, Page 334, of the Plat Records of Denton County, Texas; the subject parcel being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found, capped "SURVCON", in the West right-of-way line of Misty Oaks Drive, for the Southeast corner of said Lot 7, being the Northeast corner of Lot 6, of said Block QC;

THENCE South 43 degrees 55 minutes 39 seconds West, with said common line, a distance of 146.84 feet to a point on said common line;

THENCE North 42 degrees 04 minutes 28 seconds West, a distance of 10.02 feet to a point in the North line of a Drainage Easement, as shown on the plat of said Overlook at Highland Shores;

THENCE North 43 degrees 55 minutes 39 seconds East, with said easement, a distance of 146.14 feet, to a point in the East line of said Lot 7 and said West right-of-way line;

THENCE South 46 degrees 04 minutes 21 seconds East, with said right-of-way, a distance of 10.00 feet to the POINT OF BEGINNING, and enclosing 0.034 acres of land, or 1465 square feet, more or less.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 16

MEETING DATE: 02/28/2023

SUBJECT: Consider Resolution 2023-3050 Authorizing the City Manager to Sign Lease Agreement No. DACW63-1-22-0623 with the United States Army Corps of Engineers Relating to the Lease of Federal Land for Copperas Branch Park and Pilot Knoll Park Leased Area 278.579± Acres

PREPARED BY: Phil Lozano, Director of Parks and Recreation

BACKGROUND:

On September 30, 2021, the lease for Corps Federal Lands known as Copperas Branch Park and Pilot Knoll Park Leased areas ended.

IDENTIFIED NEED/S:

Execute Agreement No DACW63-1-22-0623 with the USACE so the City has legal authority to use the land for park purposes.

OPTIONS & RESULTS:

If Agreement No. DACW63-1-22-0623 is not executed, the City would lose 278.579± parkland acreage and amenities, which includes Copperas Branch Park, Lakeside Community Park, Wichita Forest Park, Pilot Knoll Park and parts of Doubletree Ranch Park.

PROGRESS TO DATE: (if appropriate)

The U.S. Army Corps of Engineers has provided a new lease agreement, No. DACW63-1-22-0623, inclusive of Copperas Branch Park, totaling 171.229± acres and Pilot Knoll Park, totaling 107.35± acres, For a combined total of 278.579± acres. The new lease term is 25-years with two (2) additional extension periods, one 15-year period (1st extension period), followed by an additional 10-year period (2nd extension period) for a total of 50 years. City staff and the City Attorney have reviewed the proposed lease and approved it as to form.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

No significant additional cost.

RECOMMENDATION:

To approve Resolution 2023-3050 authorizing the City Manager to sign an Agreement of Lease with the United States Army Corps of Engineers to lease federal lands for Copperas Branch Park, Lakeside Community Park, Wichita Forest Park, Pilot Knoll Park and portions of Doubletree Ranch Park.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2023-3050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENT NO. DACW63-1-22-0623 OF LEASE WITH THE UNITED STATES ARMY CORPS OF ENGINEERS RELATING TO THE FEDERAL LAND LEASED FOR COPPERAS BRANCH PARK AND PILOT KNOLL PARK LEASED AREA OF 278.579± ACRES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has received a new Lease Agreement DACW63-1-22-0623 from the United States Army Corps of Engineers for park sites known as Copperas Branch Park, Lakeside Community Park, Wichita Forest Park, Pilot Knoll Park, and parts of Doubletree Park totaling 278.578±; and,

WHEREAS, the City Council of the City of Highland Village finds it to be in the public interest to authorize the City Manager to sign such lease amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The City Manager is authorized to sign on behalf of the City that certain Agreement Lease No. DACW63-1-22-0623 with the United States Army, Fort Worth District, Corps of Engineer, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED THIS THE 28TH DAY OF FEBRUARY 2023.

APPROVED:

Daniel H. Jaworski, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:2/23/2023:133695)

Resolution No. 2023-3050

Exhibit "A" – Form of Lease

DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
AND
LOW DENSITY RECREATION AREA
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 City of Highland Village, Texas**, 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 – MAP and B – 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 **twenty-five (25) years**, beginning **October 1, 2021** and ending **September 30, 2046**. The Lessee shall have the right to extend the term of the lease for a total of two (2) additional extensions periods, one 15-year period (1st extension period), followed by an additional 10-year period (2nd extension period).

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 the City of Highland Village, 1000 Highland Village Road, Highland Village, Texas 75077; 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, Texas 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 C** 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 D** 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 \$1,000,000, 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 on 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 E**. 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 be 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 Order 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 provided 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 undocumented noncitizen 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 is 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. Time limitations for camping, including but not limited to transient trailers or recreational vehicles, shall follow current policy guidance.

c. The Lessee shall provide the Corps with monthly and holiday visitation data for reporting to the Visitors Estimation Reporting System (VERS).

d. This lease is issued subject to existing License and Consent No. DACW63-3-21-0619 granted to the Town of Copper Canyon, Texas, for an equestrian trail.

e. Items listed in the Master Plan are conceptual, and all items must be submitted for a formal process of review by the Corps before implementation.

f. The Low-Density Recreation Area, as identified in **Exhibit A**, is under restricted use rules and regulations.

g. The City of Highland Village shall be responsible for the maintenance of the bridge located in the Low-Density Recreation Area, Copperas Branch Park, identified in **Exhibit A**.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, 2023.

Lee A. Flannery
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

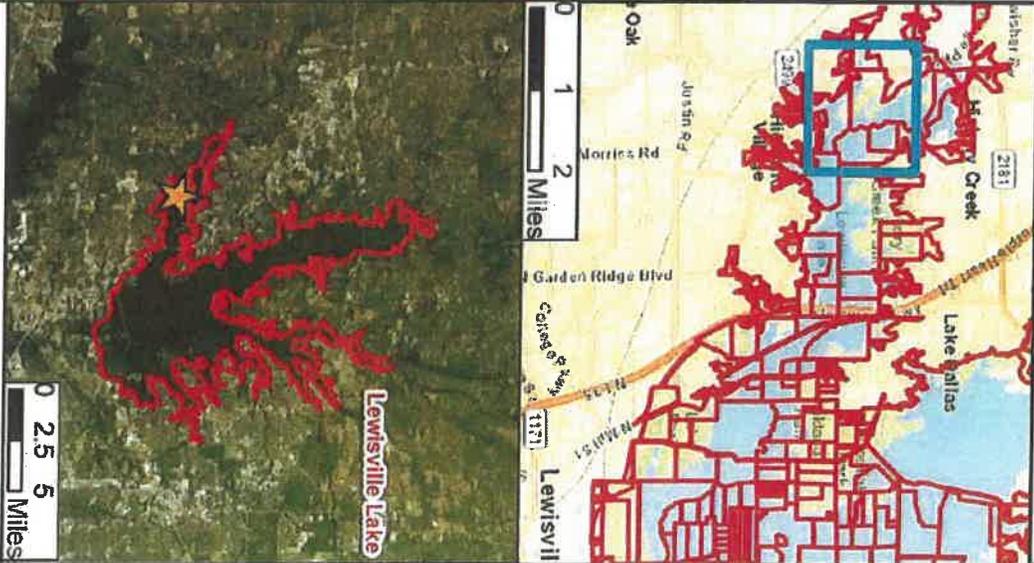
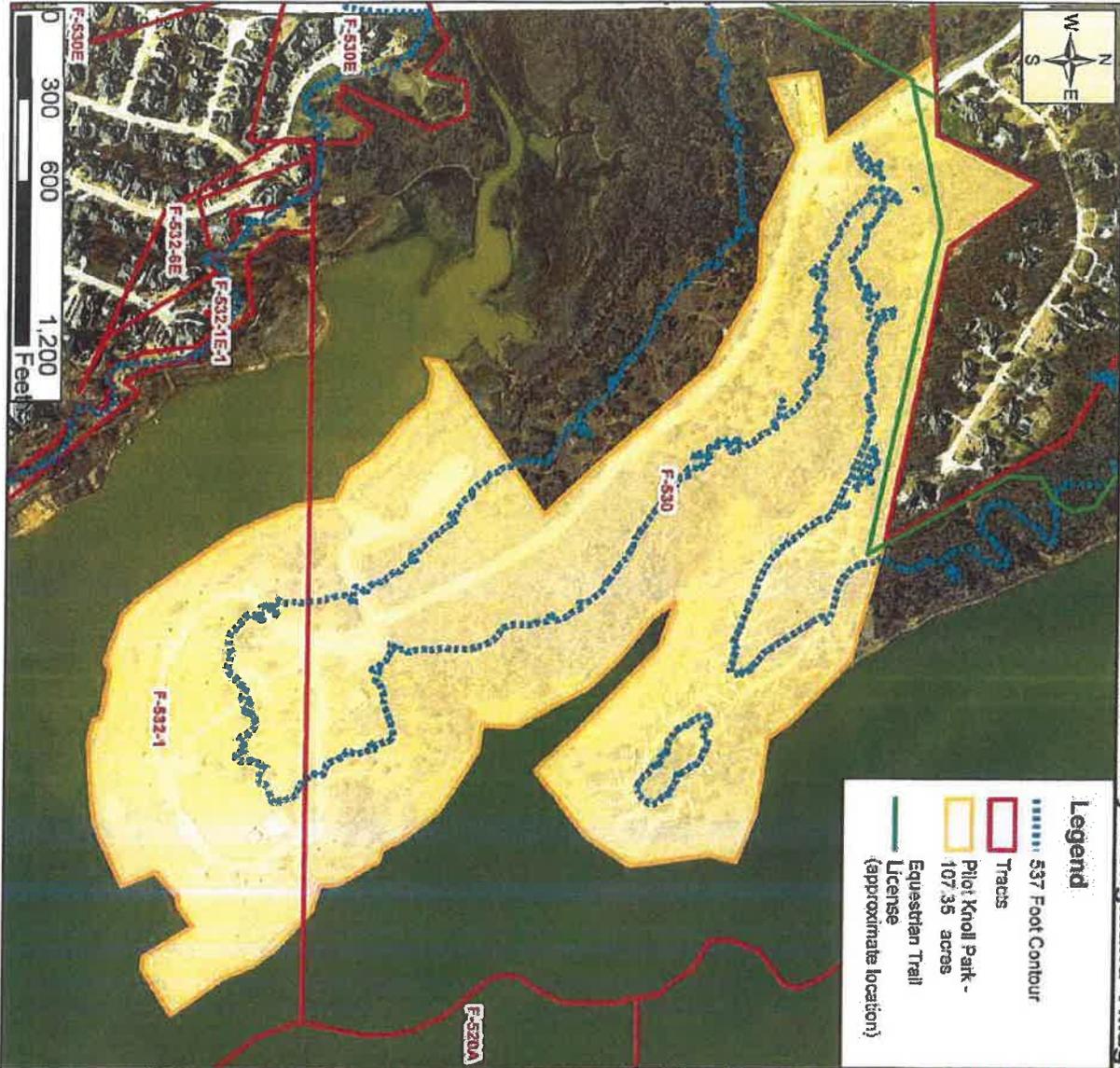
THIS LEASE is also executed by the Lessee this _____ day of _____, 2023.

City of Highland Village

Name

Title

Trinity Regional Project - Lewisville Lake - Denton County, Texas
 Pilot Knoll Park - City of Highland Village



NOTES:
 1. THE COORDINATE SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83.
 2. MAP TO BE USED FOR EXHIBIT PURPOSES ONLY

US Army Corps of Engineers®
 Fort Worth District

LEWISVILLE LAKE
TRINITY REGIONAL PROJECT
DENTON COUNTY, TEXAS
DACW63-1-22-0623

Grantee: City of Highland Village

Parcel: Pilot Knoll Park

Acreage: 107.35

Being a 107.35 acre parcel of land situated in the County of Denton, State of Texas, being part of the Susan Teague Survey (A-1261), part of the D. F. Kirkpatrick Survey (A-1570), part of the Wm. Luttrell Survey (A-741), and part of the John Hicks Survey (A-587), being part of the United States Corps of Engineers tracts F-530 and F-532-1. Bearings are referenced to the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202;

BEGINNING at C.O.E. monument F-530-4 situated in the northern border of herein described parcel and C.O.E. tract F-530;

THENCE South 35-28-3 East, a distance of 401.424 feet to C.O.E. monument F-530-5;

THENCE South 78-27-3 East, a distance of 159.065 feet to a point;

THENCE South 78-27-3 East, a distance of 938.541 feet to a point;

THENCE South 74-26-19 East, a distance of 453.487 feet to a point;

THENCE South 45-54-41 East, a distance of 327.466 feet to a point;

THENCE South 33-26-7 East, a distance of 91.046 feet to a point;

THENCE South 81-33-51 East, a distance of 278.922 feet to a point;

THENCE South 68-57-7 East, a distance of 192.216 feet to a point;

THENCE South 13-34-14 West, a distance of 103.586 feet to a point;

THENCE South 7-27-38 East, a distance of 294.157 feet to a point;

THENCE South 33-52-28 West, a distance of 192.377 feet to a point;

THENCE South 52-23-58 West, a distance of 147.676 feet to a point;

THENCE South 55-34-46 West, a distance of 56.478 feet to a point;

THENCE South 32-16-48 West, a distance of 9.108 feet to a point;

THENCE South 52-23-58 West, a distance of 94.68 feet to a point;

THENCE North 43-19-38 West, a distance of 207.22 feet to a point;

THENCE North 48-42-59 West, a distance of 8.498 feet to a point;

THENCE North 46-4-18 West, a distance of 425.278 feet to a point;
THENCE North 70-49-16 West, a distance of 169.108 feet to a point;
THENCE South 33-41-24 East, a distance of 100.154 feet to a point;
THENCE South 50-51-22 East, a distance of 192.513 feet to a point;
THENCE South 44-5-26 East, a distance of 154.699 feet to a point;
THENCE South 27-8-59 East, a distance of 152.185 feet to a point;
THENCE South 29-34-40 East, a distance of 147.723 feet to a point;
THENCE South 1-35-28 West, a distance of 125.048 feet to a point;
THENCE South 82-52-30 East, a distance of 83.982 feet to a point;
THENCE South 57-41-55 East, a distance of 162.691 feet to a point;
THENCE South 56-2-8 East, a distance of 108.818 feet to a point;
THENCE South 39-31-52 East, a distance of 78.573 feet to a point;
THENCE South 35-6-12 East, a distance of 108.876 feet to a point;
THENCE South 26-17-26 East, a distance of 67.486 feet to a point;
THENCE South 75-41-22 East, a distance of 41.479 feet to a point;
THENCE South 63-9-38 East, a distance of 3.854 feet to a point;
THENCE South 29-28-14 East, a distance of 175.546 feet to a point;
THENCE South 0-16-28 West, a distance of 57.125 feet to a point;
THENCE South 72-37-22 East, a distance of 99.671 feet to a point;
THENCE South 47-1-33 East, a distance of 202.786 feet to a point;
THENCE South 36-35-44 East, a distance of 90.752 feet to a point;
THENCE South 21-51-55 East, a distance of 114.605 feet to a point;
THENCE South 35-20-24 East, a distance of 234.111 feet to a point;
THENCE South 57-40-49 West, a distance of 201.329 feet to a point;
THENCE North 82-7-52 West, a distance of 44.617 feet to a point;
THENCE North 31-16-4 West, a distance of 207.219 feet to a point;
THENCE South 56-35-4 West, a distance of 91.185 feet to a point;
THENCE North 89-43-32 West, a distance of 33.29 feet to a point;

THENCE South 45-16-28 West, a distance of 94.157 feet to a point;
THENCE South 56-35-4 West, a distance of 25.632 feet to a point;
THENCE South 13-45-43 East, a distance of 5.862 feet to a point;
THENCE South 45-16-28 West, a distance of 5.737 feet to a point;
THENCE South 22-43-51 East, a distance of 129.513 feet to a point;
THENCE South 65-28-14 West, a distance of 218.627 feet to a point;
THENCE South 71-50-22 West, a distance of 31.858 feet to a point;
THENCE South 80-48-43 West, a distance of 74.627 feet to a point;
THENCE South 86-4-26 West, a distance of 228.098 feet to a point;
THENCE North 75-41-22 West, a distance of 83.297 feet to a point;
THENCE North 11-2-8 West, a distance of 26.797 feet to a point;
THENCE North 79-43-4 West, a distance of 173.667 feet to a point;
THENCE South 66-18-43 West, a distance of 40.942 feet to a point;
THENCE North 70-48-28 West, a distance of 182.035 feet to a point;
THENCE North 42-52-41 West, a distance of 96.211 feet to a point;
THENCE North 34-53-50 West, a distance of 413.591 feet to a point;
THENCE North 23-37-46 West, a distance of 242.559 feet to a point;
THENCE North 8-31-51 West, a distance of 140.443 feet to a point;
THENCE North 67-31-14 West, a distance of 108.975 feet to a point;
THENCE North 33-10-43 West, a distance of 107.863 feet to a point;
THENCE North 50-0-47 West, a distance of 140.486 feet to a point;
THENCE North 41-11-9 West, a distance of 147.641 feet to a point;
THENCE North 77-54-19 West, a distance of 99.429 feet to a point;
THENCE South 59-2-10 West, a distance of 60.739 feet to a point;
THENCE North 6-0-32 East, a distance of 66.337 feet to a point;
THENCE North 55-49-23 East, a distance of 679.918 feet to a point;
THENCE North 43-40-45 West, a distance of 273.929 feet to a point;
THENCE North 40-38-24 West, a distance of 530.54 feet to a point;

THENCE North 60-23-0 West, a distance of 359.141 feet to a point;
THENCE North 86-51-14 West, a distance of 221.776 feet to a point;
THENCE North 64-50-33 West, a distance of 298.828 feet to a point;
THENCE South 67-4-33 West, a distance of 271.409 feet to a point;
THENCE North 8-15-22 West, a distance of 180.182 feet to a point;
THENCE North 83-20-19 East, a distance of 253.752 feet to a point;
THENCE North 38-31-32 West, a distance of 504.985 feet to a point;
THENCE North 87-38-58 East, a distance of 290.022 feet to C.O.E. monument F-530-3;
THENCE North 25-21-58 East, a distance of 410.604 feet to the **Point of Beginning**, and containing 107.35 acres of land, more or less.

Note: this legal description was done without the benefit of an on-the-ground survey.

23 November 2020

LEWISVILLE LAKE
TRINITY REGIONAL PROJECT
DENTON COUNTY, TEXAS
DACW63-1-22-0623

Grantee: City of Highland Village

Parcel: Copperas Branch Park

Acreage: 101.65

Being a 101.65 acre parcel of land situated in the County of Denton, State of Texas, being part of the S. Burnley Survey (A-116), and being part of the W. P. Pearce Survey (A-1015), and being part of the United States Corps of Engineers tracts D-357, D-358, D-365B, D-368, D-369, D-380, and F-514. Bearings are referenced to the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202;

BEGINNING at C.O.E monument D-19 located in the northeast corner of C.O.E. tract 4-113;

THENCE South 89-29-32 West, a distance of 162.253 feet to a point;

THENCE South 89-28-55 West, a distance of 390.447 feet to a point;

THENCE South 3-43-42 East, a distance of 1.849 feet to a point;

THENCE South 89-54-6 West, a distance of 86.424 feet to a point;

THENCE South 89-53-50 West, a distance of 184.667 feet to a point;

THENCE South 89-54-11 West, a distance of 509.798 feet to a point;

THENCE South 89-53-15 West, a distance of 62.819 feet to a point;

THENCE South 89-53-15 West, a distance of 61.485 feet to a point;

THENCE North 28-30-53 West, a distance of 489.712 feet to a point;

THENCE North 76-44-35 West, a distance of 34.01 feet to a point;

THENCE North 76-44-35 West, a distance of 597.015 feet to a point;

THENCE North 76-44-35 West, a distance of 78.601 feet to a point;

THENCE South 27-32-29 West, a distance of 106.447 feet to a point;

THENCE South 27-32-29 West, a distance of 29.128 feet to a point;

THENCE South 27-32-29 West, a distance of 71.215 feet to a point;

THENCE South 27-32-29 West, a distance of 46.032 feet to a point;

THENCE South 27-32-29 West, a distance of 77.237 feet to a point;

THENCE North 34-25-5 West, a distance of 183.406 feet to a point;

THENCE North 34-25-5 West, a distance of 6.479 feet to a point;
THENCE South 81-33-30 West, a distance of 298.235 feet to a point;
THENCE South 81-33-30 West, a distance of 411.268 feet to a point;
THENCE South 81-33-30 West, a distance of 33.397 feet to a point;
THENCE South 81-33-30 West, a distance of 51.9 feet to a point;
THENCE South 1-26-30 East, a distance of 101.58 feet to a point;
THENCE South 1-39-38 East, a distance of 186.207 feet to a point;
THENCE South 1-35-0 East, a distance of 74.014 feet to a point;
THENCE South 13-55-23 East, a distance of 103.576 feet to a point;
THENCE South 30-40-0 East, a distance of 93.1 feet to a point;
THENCE South 1-10-0 West, a distance of 279.057 feet to a point;
THENCE South 1-10-0 West, a distance of 166.825 feet to a point;
THENCE South 1-10-0 West, a distance of 3.387 feet to a point;
THENCE South 1-10-0 West, a distance of 25.62 feet to a point;
THENCE South 48-20-0 West, a distance of 75 feet to a point;
THENCE South 48-20-0 West, a distance of 775.23 feet to a point;
THENCE North 0-29-0 East, a distance of 4.386 feet to a point;
THENCE North 0-29-0 East, a distance of 0.279 feet to a point;
THENCE North 0-29-0 East, a distance of 349.335 feet to a point;
THENCE South 89-58-0 West, a distance of 222.8 feet to a point;
THENCE South 89-58-0 West, a distance of 385.739 feet to a point;
THENCE South 89-58-0 West, a distance of 0.261 feet to a point;
THENCE North 23-56-49 East, a distance of 225.825 feet to a point;
THENCE North 0-32-54 East, a distance of 700.061 feet to a point;
THENCE North 88-3-41 East, a distance of 104.027 feet to a point;
THENCE North 3-16-0 West, a distance of 18.8 feet to a point;
THENCE North 3-16-0 West, a distance of 108.2 feet to a point;
THENCE South 76-58-0 West, a distance of 6.886 feet to a point;

THENCE South 76-58-0 West, a distance of 5.968 feet to a point;
THENCE South 76-58-0 West, a distance of 109.746 feet to a point;
THENCE South 39-35-0 West, a distance of 95.009 feet to a point;
THENCE North 3-46-45 East, a distance of 132.194 feet to a point;
THENCE North 44-36-45 East, a distance of 52.714 feet to a point;
THENCE North 2-29-22 East, a distance of 239.81 feet to a point;
THENCE South 87-27-48 East, a distance of 109.83 feet to a point;
THENCE North 1-15-33 West, a distance of 16.315 feet to a point;
THENCE North 1-15-33 West, a distance of 59.372 feet to a point;
THENCE North 1-15-33 West, a distance of 50.732 feet to a point;
THENCE South 86-11-9 East, a distance of 187.916 feet to a point;
THENCE South 86-15-38 East, a distance of 212.953 feet to a point;
THENCE North 81-52-12 East, a distance of 196.419 feet to a point;
THENCE North 84-52-19 East, a distance of 108.769 feet to a point;
THENCE South 4-5-8 East, a distance of 58.482 feet to a point;
THENCE South 37-19-16 West, a distance of 176.394 feet to a point;
THENCE South 21-48-5 West, a distance of 134.629 feet to a point;
THENCE South 16-57-19 West, a distance of 119.064 feet to a point;
THENCE South 33-41-24 West, a distance of 80.123 feet to a point;
THENCE South 71-25-35 East, a distance of 106.929 feet to a point;
THENCE North 47-45-11 East, a distance of 91.975 feet to a point;
THENCE North 45-42-58 East, a distance of 157.147 feet to a point;
THENCE North 40-51-1 East, a distance of 156.071 feet to a point;
THENCE North 77-18-1 East, a distance of 151.626 feet to a point;
THENCE North 57-31-44 East, a distance of 108.653 feet to a point;
THENCE North 65-35-46 East, a distance of 247.075 feet to a point;
THENCE North 29-55-53 East, a distance of 79.331 feet to a point;
THENCE North 71-19-24 East, a distance of 156.139 feet to a point;

THENCE South 78-27-55 East, a distance of 104.187 feet to a point;
THENCE North 79-18-54 East, a distance of 112.365 feet to a point;
THENCE South 82-46-32 East, a distance of 149.1 feet to a point;
THENCE North 71-33-54 East, a distance of 171.29 feet to a point;
THENCE North 51-24-39 East, a distance of 263.869 feet to a point;
THENCE South 82-38-51 East, a distance of 130.237 feet to a point;
THENCE South 68-36-1 East, a distance of 165.582 feet to a point;
THENCE South 41-31-54 East, a distance of 97.406 feet to a point;
THENCE North 85-18-5 East, a distance of 152.596 feet to a point;
THENCE South 81-1-39 East, a distance of 80.147 feet to a point;
THENCE South 50-31-39 East, a distance of 91.761 feet to a point;
THENCE South 64-39-14 East, a distance of 43.8 feet to a point;
THENCE North 13-26-55 East, a distance of 98.535 feet to a point;
THENCE North 71-33-54 West, a distance of 98.821 feet to a point;
THENCE North 64-17-24 West, a distance of 62.431 feet to a point;
THENCE North 71-33-54 West, a distance of 85.645 feet to a point;
THENCE North 35-39-19 West, a distance of 117.943 feet to a point;
THENCE North 6-6-56 West, a distance of 58.667 feet to a point;
THENCE North 12-59-41 West, a distance of 83.385 feet to a point;
THENCE North 1-1-23 West, a distance of 116.685 feet to a point;
THENCE North 37-27-2 East, a distance of 123.34 feet to a point;
THENCE North 61-30-16 East, a distance of 165.936 feet to a point;
THENCE North 79-49-28 East, a distance of 247.645 feet to a point;
THENCE North 46-7-24 East, a distance of 150.289 feet to a point;
THENCE North 57-1-50 East, a distance of 91.879 feet to a point;
THENCE North 84-35-46 East, a distance of 154.855 feet to a point;
THENCE South 33-41-24 East, a distance of 112.673 feet to a point;
THENCE South 55-12-14 East, a distance of 149.681 feet to a point;

THENCE South 69-6-8 East, a distance of 122.652 feet to a point;
THENCE North 84-36-38 East, a distance of 110.907 feet to a point;
THENCE North 52-39-2 East, a distance of 199.174 feet to a point;
THENCE North 39-21-19 East, a distance of 509.229 feet to a point;
THENCE North 87-16-25 East, a distance of 43.8 feet to a point;
THENCE North 36-52-45 East, a distance of 175.018 feet to a point;
THENCE South 4-23-57 West, a distance of 732.286 feet to a point;
THENCE South 3-19-0 East, a distance of 1126.027 feet to a point;
THENCE South 3-19-0 East, a distance of 129.529 feet to a point;
THENCE South 3-19-0 East, a distance of 2.022 feet to a point;
THENCE North 89-10-50 West, a distance of 64.343 feet to the **Point of Beginning**, and containing 101.65 acres of land, more or less.

Note: this legal description was done without the benefit of an on-the-ground survey.

23 November 2020

LEWISVILLE LAKE
TRINITY REGIONAL PROJECT
DENTON COUNTY, TEXAS
DACW63-1-22-0623

Grantee: City of Highland Village

Parcel: Low Density Recreation Area

Acreage: 68.69

Being a 101.65 acre parcel of land situated in the County of Denton, State of Texas, being part of the F. Pearce Survey (A-1016), and being part of the W. P. Pearce Survey (A-1015), and being part of the United States Corps of Engineers tracts 4-107, 4-108, 4-109, 4-110, 4-111, 4-113, 4-114-1, 4-114-2, D-359, D-360, D-361, D-366, D-367, and D-370. Bearings are referenced to the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202;

BEGINNING at C.O.E monument D-21-4 located in the northwest corner of the subject parcel;

THENCE North 89-55-39 East, a distance of 617.099 feet to a point;

THENCE South 10-6-47 East, a distance of 1077.964 feet to a point;

THENCE South 6-34-15 East, a distance of 290.335 feet to a point;

THENCE South 8-27-16 East, a distance of 468.346 feet to a point;

THENCE South 9-17-5 East, a distance of 256.033 feet to a point;

THENCE South 5-45-55 West, a distance of 203.309 feet to a point;

THENCE South 44-37-13 West, a distance of 582.726 feet to a point;

THENCE South 87-8-41 West, a distance of 440.696 feet to a point;

THENCE South 88-27-57 West, a distance of 90.082 feet to a point;

THENCE South 1-49-8 East, a distance of 266.227 feet to a point;

THENCE South 45-25-49 West, a distance of 226.664 feet to a point;

THENCE South 0-46-6 East, a distance of 117.853 feet to a point;

THENCE South 1-9-21 West, a distance of 64.462 feet to a point;

THENCE South 80-14-27 West, a distance of 315.825 feet to a point;

THENCE South 13-47-0 West, a distance of 315 feet to a point;

THENCE North 33-47-0 West, a distance of 286.377 feet to a point;

THENCE South 79-40-22 West, a distance of 451.033 feet to a point;

THENCE South 39-25-0 West, a distance of 355 feet to a point;

THENCE South 74-28-27 West, a distance of 251.939 feet to a point;
THENCE South 23-14-31 West, a distance of 171.271 feet to a point;
THENCE South 88-1-42 West, a distance of 60.488 feet to a point;
THENCE North 26-49-59 East, a distance of 179.755 feet to a point;
THENCE North 0-9-15 West, a distance of 45.096 feet to a point;
THENCE North 30-40-29 East, a distance of 276.539 feet to a point;
THENCE North 53-19-17 East, a distance of 606.914 feet to a point;
THENCE North 66-45-57 East, a distance of 213.507 feet to a point;
THENCE North 22-8-4 East, a distance of 154.564 feet to a point;
THENCE North 58-43-46 East, a distance of 217.417 feet to a point;
THENCE North 39-58-9 West, a distance of 144.103 feet to a point;
THENCE North 30-2-24 East, a distance of 99.906 feet to a point;
THENCE North 85-22-50 West, a distance of 107.561 feet to a point;
THENCE North 55-42-31 West, a distance of 70.178 feet to a point;
THENCE North 43-1-25 West, a distance of 104.971 feet to a point;
THENCE North 46-57-9 West, a distance of 92.858 feet to a point;
THENCE South 72-50-30 East, a distance of 79.224 feet to a point;
THENCE North 72-29-37 East, a distance of 141.684 feet to a point;
THENCE South 82-44-32 East, a distance of 108.492 feet to a point;
THENCE South 59-52-15 East, a distance of 76.921 feet to a point;
THENCE North 27-37-3 East, a distance of 225.074 feet to a point;
THENCE North 1-56-52 East, a distance of 144.419 feet to a point;
THENCE North 78-40-1 East, a distance of 67.107 feet to a point;
THENCE North 51-4-1 East, a distance of 79 feet to a point;
THENCE North 5-44-44 East, a distance of 17.31 feet to a point;
THENCE North 48-54-41 East, a distance of 210.406 feet to a point;
THENCE North 0-35-41 West, a distance of 71.213 feet to a point;
THENCE North 52-20-27 East, a distance of 112.637 feet to a point;

THENCE North 68-22-33 East, a distance of 209.307 feet to a point;
THENCE North 42-58-37 East, a distance of 131.948 feet to a point;
THENCE North 30-50-5 East, a distance of 49.579 feet to a point;
THENCE North 43-17-15 West, a distance of 338.759 feet to a point;
THENCE North 41-7-54 West, a distance of 69.708 feet to a point;
THENCE North 36-34-45 East, a distance of 158.146 feet to a point;
THENCE North 28-47-41 West, a distance of 198.282 feet to a point;
THENCE South 86-0-59 East, a distance of 113.86 feet to a point;
THENCE South 79-35-32 East, a distance of 93.953 feet to a point;
THENCE North 13-34-59 West, a distance of 192.248 feet to a point;
THENCE North 10-17-19 West, a distance of 434.543 feet to a point;
THENCE North 5-12-43 West, a distance of 412.739 feet to the **Point of Beginning**, and containing 72.12 acres of land, more or less.

SAVE AND EXCEPT the following 3.43 acre parcel of land within the above described parcel:

BEGINNING at C.O.E. monument D-19-1 located in the northeast portion of tract D-359E-1;

THENCE South 13-56-30 East, a distance of 753.658 feet to a point;

THENCE South 82-38-21 West, a distance of 48.895 feet to a point;

THENCE North 70-0-46 West, a distance of 128.69 feet to a point;

THENCE North 15-43-50 West, a distance of 962.539 feet to a point;

THENCE South 77-34-59 East, a distance of 51.28 feet to a point;

THENCE South 41-52-6 East, a distance of 297.752 feet to the **Point of Beginning**, and containing 3.43 acres of land, more or less for a total of 68.69 for the total subject parcel.

Note: this legal description was done without the benefit of an on-the-ground survey.

23 November 2020



Lease Renewal DACW63-1-01-0766
Five-Year Development Plan

Copperas Branch Park:

Year 1 - 2023 (Funded)

- Micro paving of the older sections of asphalt
- Installation of a temporary gravel parking section along the trail into the park

Year 2 – 2024

- No new projects, only routine maintenance and upkeep

Year 3 – 2025

- No new projects, only routine maintenance and upkeep

Year 4 - 2026

- No new projects, only routine maintenance and upkeep

Year 5 – 2027

- No new projects, only routine maintenance and upkeep

Lakeside Park:

Year 1 - 2023

- No new projects, only routine maintenance and upkeep

Year 2 – 2024

- No new projects, only routine maintenance and upkeep

Year 3 – 2025

- No new projects, only routine maintenance and upkeep

Year 4 - 2026

- No new projects, only routine maintenance and upkeep

Year 5 – 2027

- No new projects, only routine maintenance and upkeep

Pilot Knoll Park:

Year 1 – 2023

Design for Capital Improvement Projects (Funded)

- New gatehouse
- Sixteen cabins
- Improvements to the day-use shelters, roofs, electrical, and concrete sidewalks
- New pottable water line
- Upgrades to the existing sewer line
- Micro paving of the asphalt
- Routine maintenance and upkeep

Parks and Recreation Department Vision – A department that is a leader in improving the quality of life by providing safe and attractive parks, trails, facilities, and recreational opportunities.

Parks and Recreation Department Mission – Within the budgetary means of the department, we pledge to establish recreation programs and a park system for our citizens that provides them with a source of pleasure and opportunity for healthy activity, promotes economic development, minimizes demands on valuable City resources, and instills pride in those who provide and utilize our facilities and services.

Year 2 – 2024 (Funded)

- Building a new gatehouse, cabins, and improvements to the day-use shelters, roofs, electrical, and concrete sidewalks
- Installation of new potable water and upgrades to the existing sewer system
- Routine maintenance and upkeep
- Possible boat ramp and dock improvements

Year 3 – 2025

- Completion of all capital improvement projects

Year 4 – 2026

- No new projects, only routine maintenance and upkeep

Year 5 – 2027

- No new projects, only routine maintenance and upkeep

Wichita Forest: this is a natural resource area park.

Year 1 – 2023

- No new projects, only routine maintenance and upkeep

Year 2 – 2024

- No new projects, only routine maintenance and upkeep

Year 3 – 2025

- No new projects, only routine maintenance and upkeep

Year 4 – 2026

- No new projects, only routine maintenance and upkeep

Year 5 – 2027

- No new projects, only routine maintenance and upkeep

Thank you,

Phil Lozano,
Director of Parks and Recreation

Parks and Recreation Department Vision – A department that is a leader in improving the quality of life by providing safe and attractive parks, trails, facilities, and recreational opportunities.

Parks and Recreation Department Mission – Within the budgetary means of the department, we pledge to establish recreation programs and a park system for our citizens that provides them with a source of pleasure and opportunity for healthy activity, promotes economic development, minimizes demands on valuable City resources, and instills pride in those who provide and utilize our facilities and services.

JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY (ER 405-1-12)			
INSTRUCTIONS			
1. If considered necessary, use a separate ENG Form 3143a for each room surveyed.		and interior details of buildings; service facilities; inventory of machinery and equipment; miscellaneous items and general remarks not otherwise covered in section II of this form or on ENG Form 3143a.	
2. Additional sheets may be attached for physical characteristics of land and buildings: exterior			
ADDED INSTRUCTIONS (Overprint, if desired)			
SECTION I - PROPERTY DATA AND CONDITION AGREEMENT			
DATE OF SURVEY 2023-01-25	LEASE NO. DACW63-1-22-0623	LEASE COMMENCEMENT DATE	DATE POSSESSION TAKEN 1994-02-01
ACTIVITY Lewisville lake		TOTAL LEASED BUILDING AREA (Square feet)	
DESCRIPTION AND LOCATION OF PROPERTY Copperas Branch park PAVED ROADS .7 MILES- (PARK BEING USED BY TXDOT) UNPAVED ROADS 1.0 MILES(PARK BEING USED BY TXDOT) STATIONARY WALKWAY TO COURTESY DOCK -(PARK USED BY TXDOT) 4 LANE BOAT RAMP(PARK USED BY TXDOT) 21 PICNIC SITES (PARK USED BY TXDOT) PARKING AREA (5219.322 SQ FT)(PARK USED BY TXDOT) PARKING (4579.647 SQ FT)(PARK USED BY TXDOT) PARKING (23065.670 SQ FT)(PARK USED BY TXDOT) PARKING (41586.517 SQ FT) (PARK USED BY TXDOT) PARKING (1513.074 SQ FT) (PARK USED BY TXDOT) (See Attachment A to Inventory and Condition Report for Lease No. DACW63-1-22-0623)			
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 ATTACHMENTS
NAME AND SIGNATURE OF <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> LESSOR/ LESSEE <input type="checkbox"/> AGENT		NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE	
Brian Norton Deputy Director of Park Operations and Projects 		Gregory MacAllister Realty Specialist, Trinity Region. 	
ADDRESS 1000 Highland Village Road Highland Village, Tx 75077		ORGANIZATION Fort Worth Distriect	

ENG FORM 3143, 1 JUN 1960

(Proponent: CERE-A)

SECTION II - EXTERIOR CONDITION OF THE PROPERTY <i>(Attach sheet for added items.)</i>	
ROOF, EAVES, DOWNSPOUTS, ETC.	
WALLS	
WINDOWS AND DOORS <i>(Include storm windows and doors)</i>	
FENCING	
LAWN, SHRUBBERY, TREES AND PERENNIALS	
WALKS AND DRIVEWAYS	
GARAGE AND OUT BUILDINGS	
ENTRANCES, ELEVATORS AND PATIOS	
SEWAGE	
REMARKS <i>(Include questioned or disputed items, repairs to be made, etc. Attach sheet, if necessary.)</i>	

(Reverse of ENG FORM 3143)

JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY <small>(ER 405-1-12)</small>			
INSTRUCTIONS			
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; inventory of machinery and equipment; miscellaneous items and general remarks not otherwise covered in section II of this form or on ENG Form 3143a.		
ADDED INSTRUCTIONS <i>(Overprint, if desired)</i>			
SECTION I - PROPERTY DATA AND CONDITION AGREEMENT			
DATE OF SURVEY 2023-01-25	LEASE NO. DACW63-1-22-0623	LEASE COMMENCEMENT DATE	DATE POSSESSION TAKEN 2001-10-01
ACTIVITY Lewisville lake (Pilot Knoll Park)		TOTAL LEASED BUILDING AREA <i>(Square feet)</i>	
DESCRIPTION AND LOCATION OF PROPERTY 2 LANE BOAT RAMP COURTESY DOCK PARKING LOT BY PAVILLION BUILDING FEE COLLECTOR PARKING (1025.424 SQ FT) PARKING (2383.894 SQ FT) ACROSS FROM PAVILLION PARKING (1378.319 SQ FT) PARKING (4728.640 SQ FT) PARKING (2984.811 SQ FT) BY PAVILLION PARKING (3003.303 SQ FT) PAVED ROADS 1.262 MILES MASONRY TOILET PAVED ROADS 0.872 MILES DUMP STATION 40 PICNIC SITES 55 CAMPSITES 3 PARK ATTENDANT CAMPSITES PARKING (1566.406 SQ FT)			
PARKING (2977.097 SQ FT) BY RR LE-25891 PARKING (2517.659 SQ FT) PARKING (1592.616 SQ FT) PARKING (6186.996 SQ FT) PARKING (2257.105 SQ FT) PARKING (5066.152 SQ FT) PARKING (3109.686 SQ FT) PARKING AREA (11015.721 SQ FT) PARKING (2508.408 SQ FT) PARKING (1173.974 SQ FT) MASONRY WITH SHOWERS PAVILION PAVILION PAVILION PLAYGROUND EQUIPMENT PARKING LOT			
(See Attachment A to Inventory and Condition Report for Lease No. DACW63-1-22-0623)			
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 ATTACHMENTS
NAME AND SIGNATURE OF <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> AGENT Brian Norton Deputy Director of Park Operations and Projects 		NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE Gregory MacAllister Realty Specialist, Trinity Region. 	
ADDRESS 1000 Highland Village Road Highland Village, Tx 75077		ORGANIZATION Fort Worth Distirct	

ENG FORM 3143, 1 JUN 1960

(Proponent: CERE-A)

SECTION II - EXTERIOR CONDITION OF THE PROPERTY <i>(Attach sheet for added items.)</i>	
ROOF, EAVES, DOWNSPOUTS, ETC.	
WALLS	
WINDOWS AND DOORS <i>(Include storm windows and doors)</i>	
FENCING	
LAWN, SHRUBBERY, TREES AND PERENNIALS	
WALKS AND DRIVEWAYS	
GARAGE AND OUT BUILDINGS	
ENTRANCES, ELEVATORS AND PATIOS	
SEWAGE	
REMARKS <i>(Include questioned or disputed items, repairs to be made, etc. Attach sheet, if necessary.)</i>	

(Reverse of ENG FORM 3143)

*RP Unique ID	PROJECT/INSTALL CODE	Structure Type	Location	Condition
LE-27650	LE	2 LANE BOAT RAMP	PILOT KNOLL PARK	Good
LE-27651	LE	COURTESY DOCK	PILOT KNOLL PARK	Good
LE-27652	LE	PARKING LOT BY PAVILLION	PILOT KNOLL PARK	Good
LE-25866	LE	BUILDING FEE COLLECTOR	PILOT KNOLL PARK	Good
LE-27831	LE	PARKING (1025.424 SQ FT)	PILOT KNOLL PARK	Good
LE-27832	LE	PARKING (2383.894 SQ FT) ACROSS FROM PAVILLION	PILOT KNOLL PARK	Good
LE-27833	LE	PARKING (1378.319 SQ FT)	PILOT KNOLL PARK	Good
LE-27834	LE	PARKING (4728.640 SQ FT)	PILOT KNOLL PARK	Good
LE-27835	LE	PARKING (2984.811 SQ FT) BY PAVILLION	PILOT KNOLL PARK	Good
LE-27836	LE	PARKING (3003.303 SQ FT)	PILOT KNOLL PARK	Good
LE-26566	LE	PAVED ROADS 1.262 MILES	PILOT KNOLL PARK	Good
LE-25891	LE	MASONRY TOILET	PILOT KNOLL PARK	Good
LE-26567	LE	PAVED ROADS 0.872 MILES	PILOT KNOLL PARK	Good
LE-42380	LE	DUMP STATION	PILOT KNOLL PARK	Good
LE-42382	LE	40 PICNIC SITES	PILOT KNOLL PARK	Good
LE-42384	LE	55 CAMPSITES	PILOT KNOLL PARK	Good
LE-42388	LE	3 PARK ATTENDANT CAMPSITES	PILOT KNOLL PARK	Good
LE-42933	LE	PARKING (1566.406 SQ FT)	PILOT KNOLL PARK	Good
LE-42936	LE	PARKING (2977.097 SQ FT) BY RR LE-25891	PILOT KNOLL PARK	Good
LE-42937	LE	PARKING (2517.659 SQ FT)	PILOT KNOLL PARK	Good
LE-42939	LE	PARKING (1592.616 SQ FT)	PILOT KNOLL PARK	Good
LE-42942	LE	PARKING (6186.996 SQ FT)	PILOT KNOLL PARK	Good
LE-42951	LE	PARKING (2257.105 SQ FT)	PILOT KNOLL PARK	Good
LE-42976	LE	PARKING (5066.152 SQ FT)	PILOT KNOLL PARK	Good
LE-42961	LE	PARKING (3109.686 SQ FT)	PILOT KNOLL PARK	Good
LE-42977	LE	PARKING AREA (11015.721 SQ FT)	PILOT KNOLL PARK	Good
LE-42978	LE	PARKING (2508.408 SQ FT)	PILOT KNOLL PARK	Good
LE-42979	LE	PARKING (1173.974 SQ FT)	PILOT KNOLL PARK	Good
LE-25897	LE	MASONRY WITH SHOWERS	PILOT KNOLL PARK	Good
LE-25882	LE	PAVILION	PILOT KNOLL PARK	Good
LE-25883	LE	PAVILION	PILOT KNOLL PARK	Good
LE-25885	LE	PAVILION	PILOT KNOLL PARK	Good
LE-27075	LE	PLAYGROUND EQUIPMENT	PILOT KNOLL PARK	Good
LE-27076	LE	PARKING LOT	PILOT KNOLL PARK	Good

LE-26663	LE	PAVED ROADS .7 MILES- (PARK BEING USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-26664	LE	UNPAVED ROADS 1.0 MILES(PARK BEING USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42328	LE	STATIONARY WALKWAY TO COURTESY DOCK -(PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42329	LE	4 LANE BOAT RAMP(PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42330	LE	21 PICNIC SITES (PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42895	LE	PARKING AREA (5219.322 SQ FT)(PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42897	LE	PARKING (4579.647 SQ FT)(PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42899	LE	PARKING (23065.670 SQ FT)(PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42903	LE	PARKING (41586.517 SQ FT) (PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42907	LE	PARKING (1513.074 SQ FT) (PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

1. REAL PROPERTY TRANSACTION: The U.S. Army Corps of Engineers proposes to issue Lease No. **DACW63-1-22-0623**, which will allow The City of Highland Village, Texas to continue to use 277.69 acres of land, public park and recreational purposes and for a low density recreational area, Lewisville Lake, Texas. The new lease will become effective on October 1, 2021 and expires on September 30, 2026.

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: N/A

c. A SITE INVESTIGATION was performed by USACE Realty Specialist, Brian Gregory on January 31, 2022, 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 proposed 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 proposed 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.

FREDERICKSEN.R
OBERT.JAMES.158
6930318

Digitally signed by
FREDERICKSEN.ROBERT.JAM
ES.1586930318
Date: 2022.12.14 15:55:12 -06'00'

2022.12.14

Prepared By: ROBERT FREDERICKSEN
Realty Specialist
Management and Disposal Branch

Date

Approved By: LEE A. FLANNERY
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

Date

CERTIFICATE OF AUTHORITY

I, _____ (Name), certify that I am the
_____ (Title) of **The City of Highland Village**, named as the
Grantee herein; and that _____ (signator of outgrant), who
signed the foregoing instrument on behalf of the Grantee, was then
_____ (title of signator of outgrant) of **The City of Highland Village**.
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.

City of Highland Village

Date

Authorized Representative

Title

AFFIX OFFICIAL 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.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 17

MEETING DATE: 02/28/2023

SUBJECT: Consider Ordinance 2023-1300 adopting the Highland Village Comprehensive Plan Update “Our Village Our Vision” updating the City’s Comprehensive Plan pursuant to the Texas Local Government Code, including a Parks, Recreation and Open Space Master Plan Update, Trail System Master Plan Update, Opportunity Areas for Future Development, FM 407 Trail Corridor and Amenity Plan, and Thoroughfare Plan Update (2nd and final read)

PREPARED BY: Paul Stevens, City Manager

BACKGROUND:

After over a year long process, we are nearing the adoption of the Comprehensive Plan Update, “Our Village Our Vision.” Numerous meetings have been held with the public, property owners, focus groups. Park Board, Planning and Zoning Commission and City Council. The plan includes an update to the Comprehensive Plan; Parks, Recreation and Open Space Master Plan; Trail System Master Plan Update; Opportunity Areas and the FM 407 Trail Corridor and Amenity Plan.

While much of the time and energy has been spent on the Opportunity Area, there are several other important aspects of the overall plan. It is critical to have updated park and trail plans in order to seek grant funding for future capital projects.

A large component of the plan update is the FM 407 Corridor and Amenity Plan. The intent is to expand the trail system to include the FM 407 corridor with multi-modal uses (pedestrian, bicycles, golf carts) and connectivity between residential and commercial areas. The idea behind the plan is to create more visibility and activation of existing commercial centers (create a sense of place), which would attract people to various retail areas. Enhanced streetscapes and public spaces with experiential elements would be included.

IDENTIFIED NEEDS:

The current Comprehensive Plan was adopted in 1995 with amendments adopted in 1996 and 1997. The Parks, Recreation and Open Space Master Plan was adopted in 2008 and the Comprehensive Trail System Master Plan in 2011. Many factors have changed since that time necessitating updates.

OPTIONS AND RESULTS:

The Texas Local Government Code and Highland Village City Charter requires a public

hearing for modifying the Comprehensive Plan. This meeting will also serve as the first reading of the ordinance adopting the plans.

PROGRESS TO DATE:

Following is a list of the various groups that were engaged throughout the process:

Community Wide Engagement
Staff Leadership
City Staff and Mayor
Community Leadership: Mayor, City Council, Planning and Zoning Commission
Parks and Recreation Staff
Park Board
Focus Groups
Property Owners

At the City Council meeting held on February 14, 2023, a public hearing was conducted and Council approved the first read of Ordinance 2023-1300 with a vote of 5-2.

BUDGETARY IMPACT/ORDINANCE CHANGE:

The ordinance will update all existing plans and add the FM 407 Trail Corridor and Amenity Plan (Village Connection).

RECOMMENDATION:

To approve the final read of Ordinance 2023-1300 adopting the Highland Village Comprehensive Plan Update "Our Village Our Vision" updating the City's Comprehensive Plan, including a Parks, Recreation and Open Space Master Plan Update, Trail System Master Plan Update, Opportunity Areas for Future Development, FM 407 Trail Corridor and Amenity Plan, and Thoroughfare Plan Update.

[Our Village Our Vision Comprehensive Plan](#)

CITY OF HIGHLAND VILLAGE, TEXAS

ORDINANCE NO. 2023-1300

AN ORDINANCE OF THE CITY OF HIGHLAND VILLAGE, TEXAS, ADOPTING THE HIGHLAND VILLAGE COMPREHENSIVE PLAN UPDATE “OUR VILLAGE OUR VISION” UPDATING THE CITY OF HIGHLAND VILLAGE COMPREHENSIVE PLAN PURSUANT TO CHAPTER 213 OF THE TEXAS LOCAL GOVERNMENT CODE, INCLUDING A PARKS, RECREATION, AND OPEN SPACE MASTER PLAN UPDATE, TRAIL SYSTEM MASTER PLAN UPDATE, OPPORTUNITY AREAS FOR FUTURE DEVELOPMENT, FM 407 TRAIL CORRIDOR AND AMENITY PLAN, AND THOROUGHFARE PLAN UPDATE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 213 of the Texas Local Government Code, the City Council of the City of Highland Village, previously approved Ordinance No. 03-909 on March 25, 2003 adopting a comprehensive plan for the long term development of the City of Highland Village, Texas, (“the City”) titled *City of Highland Village Comprehensive Plan*, which has been amended by subsequent acts of the City Council (the original comprehensive plan and all subsequent amendments collectively referred to herein as “the Comprehensive Plan, as amended”); and

WHEREAS, as the City nears full build out and older areas of the City are being considered for re-development, the City Council found that it is prudent and in the public interest to review land use development trends within the City and, if necessary, amend and update the Comprehensive Plan, as amended, along with its various components including the Parks, Recreation and Open Space Master Plan, the Trail System Master Plan, and the Thoroughfare Plan; and

WHEREAS, in consultation with City staff, the Planning and Zoning Commission, and the City’s professional land planning consultants, and following numerous meetings and public hearings seeking and receiving input from City’s residents, business owners, developers, and other community stakeholders, an update to the Comprehensive Plan titled *Our Village Our Vision* has been developed and presented to the City Council for consideration; and

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Highland Village, in compliance with the laws of the State of Texas and the ordinances of the City of Highland Village, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the people within the City of Highland Village; and in the exercise of its legislative discretion, have concluded that the Comprehensive Plan, as amended, should be further amended and replaced by the *Our Village Our Vision*.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The Comprehensive Plan, as amended, is hereby further amended in its entirety in accordance with Chapter 213 of the Texas Local Government Code to read as set forth in the document titled the *City of Highland Village Comprehensive Plan – Our Village Our Vision*, inclusive of all of its various components: (i) Parks, Recreation, and Open Space Master Plan

Update, (ii) Trail System Master Plan Update, (iii) Opportunity Areas for Future Development, (iv) FM 407 Trail Corridor And Amenity Plan, and (v) Thoroughfare Plan Update (collectively the "Our Village Our Vision Plan"), the original of which is and shall be retained in the Office of City Secretary and incorporated herein by reference to the number and date of this Ordinance.

SECTION 2. The City Council directs that all boards, commissions and the city staff utilize the information contained within the ***Our Village Our Vision Plan***, as amended from time to time, as a guideline upon which to base development decisions relating to property located within the City and to disseminate that information to all interested parties made subsequent to the effective date of this ordinance.

SECTION 3 Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 4. This ordinance shall take effect immediately from and after its passage on Second Reading and publication of the caption in accordance with the provisions of the Charter of the City of Highland Village, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS ON THE FIRST READING, THIS THE 14TH DAY OF FEBRUARY 2023.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS ON THE SECOND READING, THIS THE 28TH DAY OF FEBRUARY 2023.

APPROVED:

Daniel Jaworski, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:2/6/2023:133503)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 18

MEETING DATE: 02/28/2023

**SUBJECT: Status Reports on Current Projects and Discussion on Future
Agenda Items**

PREPARED BY: Karen McCoy, Executive Assistant

COMMENTS

This item is on the agenda to allow a Councilmember to inquire about a subject of which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.



UPCOMING MEETINGS

February 28, 2023	Regular City Council Meeting - 7:30 pm
March 2, 2023	Zoning Board of Adjust Meeting – 7:00 pm
March 14, 2023	Regular City Council Meeting - 7:00 pm
March 20, 2023	Parks & Recreation Advisory Board Meeting – 6:00 pm
March 21, 2023	Planning & Zoning Commission Meeting – 7:00 pm
March 28, 2023	Regular City Council Meeting - 7:00 pm
April 6, 2023	Zoning Board of Adjust Meeting – 7:00 pm
April 7, 2023	City Offices Closed for the Good Friday Holiday
April 11, 2023	Regular City Council Meeting - 7:00 pm
April 17, 2023	Parks & Recreation Advisory Board Meeting – 6:00 pm
April 18, 2023	Planning & Zoning Commission Meeting – 7:00 pm
April 25, 2023	Regular City Council Meeting - 7:00 pm
May 4, 2023	Zoning Board of Adjust Meeting – 7:00 pm
May 9, 2023	Regular City Council Meeting - 7:00 pm
May 15, 2023	Parks & Recreation Advisory Board Meeting – 6:00 pm
May 16, 2023	Planning & Zoning Commission Meeting – 7:00 pm
May 23, 2023	Regular City Council Meeting - 7:00 pm

Note – The Zoning Board of Adjustment, Parks & Recreation Advisory Board, and the Planning & Zoning Commission meetings are held monthly, IF NEEDED. Please visit www.highlandvillage.org or the City Hall bulletin board for the latest meeting additions and updates.