REQUEST FOR PROPOSALS

Commercial Lease of Flat Rock Park

Brown County, Texas

RFP Issued: June 10, 2026 • Proposals Due: July 10, 2026

Key Dates and Contacts

Item	Details
RFP Issue Date	June 10, 2026
Proposal Due Date	July 10, 2026 by 3:00 PM Central Time
Site Visit (Optional)	[TO BE SCHEDULED — Contact District Office]
Questions Deadline	14 days after issue date
Anticipated Award Date	August 11, 2026
Contact Person	John Allen, General Manager
Submission Address	Brown County Water Improvement District No. 1, P.O. Box 118, Brownwood, TX 76801

Section 1: Introduction and Purpose

The Brown County Water Improvement District Number One ("District") is soliciting proposals from qualified individuals, firms, or entities for the commercial lease and operation of Flat Rock Park, located on Lake Brownwood in Brown County, Texas. The District seeks a responsible lessee who will operate and maintain the park in a manner that serves both commercial interests and the public benefit, consistent with the District's mission as a municipal utility district.

The previous lease for this property expires in October 2026. The parties have elected not to renew the existing lease and the District is seeking new proposals through this process.

The District reserves the right to reject any or all proposals, to waive informalities, and to negotiate terms with the selected respondent prior to executing a lease agreement.

Section 2: Property Description

Flat Rock Park is situated on land adjacent to Lake Brownwood in Brown County, Texas, within the Joseph Berry Survey No. 356, Abstract No. 51. The property consists of the following tracts:

Tract	Acreage	Description
Tract 1	7.02 acres	District's Public Park area. NOT included in the lease. Maintained by the District.

Tract 2	7.95 acres	Included in lease. Contains Travel Trailer and Mobile Home areas (limited to 16 mobile homes).
Tract 3	8.858 acres	Included in lease. Additional tract adjacent to Tract 2.

Total leased acreage is approximately 16.808 acres (Tracts 2 and 3). The property includes or is proximate to the following features:

- Public boat ramp and parking area (subject to public easement and state right-of-way)
- Fishing pier accessible to public visitors and park tenants
- Boat slips (minimum of 2 must be designated for public use)
- Store building (owned by the District)
- Travel trailer and mobile home sections
- Two entrances providing access to travel trailer and public park areas

Interested parties are encouraged to schedule a site visit through the District office prior to submitting a proposal.

Section 3: Lease Terms and Conditions

The following terms will govern the lease. The District reserves the right to negotiate final terms with the selected respondent.

3.1 Term

The initial lease term shall be ten (10) years from the date of execution, with one (1) option to renew for an additional ten (10) years, subject to approval of the Board. The Lessee must provide written notice of intent to renew no fewer than one hundred eighty (180) days prior to the expiration of the initial term.

3.2 Rent

Minimum annual rent shall be calculated as two percent (2%) of the appraised value of the leased premises, with a new independent appraisal conducted at the commencement of the lease and reappraisal every five (5) years thereafter. Rent shall be payable to the District at its offices in Brownwood, Texas.

Respondents should include their proposed annual rent in their submission, which shall not be less than the minimum floor established by the District. The District will communicate the minimum rent floor following the completion of the property appraisal.

The Lessee shall submit to the District on or before March 1 of each year a sworn certification of gross income realized from operations on the leased premises. The District reserves the right to require independent verification.

3.3 District Obligations

The District anticipates providing the following for the public section of the park:

- Electric service and security lighting for the public park area
- Liability insurance for the public section
- Trash service for the public section
- Major maintenance of the public park area (excluding Lessee's residence)

Note: The scope of District-provided services is subject to negotiation. Respondents are encouraged to address in their proposals any alternative arrangements they would propose regarding the allocation of operational costs and responsibilities.

3.4 Lessee Obligations

The selected Lessee shall be responsible for, at minimum:

- Daily operation, upkeep, and routine maintenance of the public park area, including mowing, trash pickup, and minor repairs
- All utilities and maintenance for Tracts 2 and 3 (private section)
- Management of the fishing pier for the benefit of public visitors and park tenants
- Traffic management through the two park entrances, including safety and security
- Maintaining at least two (2) boat slips for public use

- Notifying the District's General Manager prior to any changes in public park scheduling or operations
- Compliance with all applicable federal, state, and local laws, ordinances, and regulations
- Payment of all taxes, assessments, and governmental charges levied or assessed against the Leased Premises, Lessee's improvements, personal property, and business operations conducted thereon, including but not limited to ad valorem property taxes, sales taxes, and any other taxes arising from Lessee's use and occupancy of the Premises

3.5 Insurance Requirements

The selected Lessee shall be required to obtain and maintain, at Lessee's sole expense, the following insurance coverages throughout the term of the lease:

- **Commercial General Liability Insurance** with minimum coverage of $1,000,000 per occurrence and $2,000,000 aggregate, naming the District as an additional insured
- **Property Insurance** covering Lessee's personal property, inventory, and improvements on the leased premises
- **Environmental Liability Insurance** if Lessee's operations involve storage or use of hazardous materials

3.6 Additional Conditions

- No assignment, sublease, or transfer of the lease without prior written consent of the District.
- No new structures, buildings, docks, wharfs, boathouses, fences, or closures shall be constructed without prior written District approval accompanied by sketches or drawings.
- Mobile homes and travel trailers on Tracts 2 and 3 shall not exceed sixteen (16) units.
- All habitations must be connected to an approved septic system or sanitary sewer.
- No entrance fee shall be charged for the public section of the park except during special events (e.g., concerts, fireworks displays).
- The Lessee assumes all risk of flooding from Lake Brownwood and waives any claims against the District for flood-related damage.
- All mineral rights are reserved to the District.
- The District retains the right to enter the leased premises at any time for purposes related to its function as a municipal utility district.
- No water may be drawn from the reservoir without written District approval; water usage is limited to the park premises and may not be sold or bartered.
- The lease shall be governed by the laws of the State of Texas.

3.7 Performance Review

The District shall conduct a formal performance review of the Lessee's operations every three (3) years during the term of this lease. The review shall evaluate the Lessee's compliance with all lease terms and conditions, the condition and maintenance of the premises, the quality of public services provided, and the Lessee's financial standing. If the review identifies material deficiencies, the District shall provide written notice specifying the areas of non-compliance and

the Lessee shall have ninety (90) days to cure such deficiencies. Failure to cure within the specified period may constitute grounds for termination of the lease pursuant to Section 3.8.

3.8 Termination for Convenience

The District reserves the right to terminate this lease without cause by providing the Lessee with no fewer than eighteen (18) months' prior written notice. In the event of termination for convenience, the Lessee shall not be entitled to damages but may remove all Lessee-owned improvements from the premises within sixty (60) days following the effective date of termination, provided the premises are left in an acceptable condition. The District shall refund any prepaid rent on a pro-rata basis for the period following the effective date of termination.

Section 4: Proposal Requirements

Each proposal must include the following components. Incomplete proposals may not be considered.

4.1 Cover Letter

A signed cover letter on the respondent's letterhead identifying the respondent, primary contact person, address, phone number, and email address. If the respondent is a firm, partnership, or corporation, include the legal name, state of organization, and the names and titles of authorized representatives.

4.2 Qualifications and Experience

- A description of the respondent's relevant experience in park management, campground or RV park operations, marina management, or similar commercial recreational operations
- References from at least two (2) prior landlords, business partners, or clients familiar with the respondent's operational capabilities
- Evidence of financial capacity to meet the obligations of the lease, which may include bank references, financial statements, or proof of bonding

4.3 Operations Plan

A detailed plan describing how the respondent proposes to operate Flat Rock Park, including:

- Proposed use of the leased premises and description of planned commercial activities
- Staffing plan and on-site management approach
- Maintenance and upkeep plan for both the public park and private leased areas
- Plan for public access, including boat slips, fishing pier, and park hours
- Any proposed capital improvements or enhancements to the property (with estimated costs and timelines)

4.4 Financial Proposal

- Proposed annual lease payment (must meet or exceed the minimum rent floor established by the District)
- Projected revenue and expense estimates for the first five (5) years of operations
- Any proposed alternative rent structures or revenue-sharing arrangements the respondent wishes the District to consider

4.5 Insurance and Legal

- Evidence of ability to obtain required insurance coverages as described in Section 3.5
- Disclosure of any litigation, judgments, or regulatory actions involving the respondent within the past five (5) years
- Any exceptions or modifications to the lease terms the respondent wishes to negotiate

Section 5: Evaluation Criteria

Proposals will be evaluated by the District's Board of Directors based on the following criteria:

Evaluation Criterion	Max Points	Weight
Financial Proposal (proposed rent and financial capacity)	30	30%
Operations Plan (quality, feasibility, and public benefit)	25	25%
Qualifications and Experience	20	20%
Proposed Capital Improvements and Investment	15	15%
References and Past Performance	10	10%
Total	**100**	**100%**

The District may, at its sole discretion, conduct interviews with one or more respondents, request supplemental information, or negotiate terms prior to final selection. The highest-scoring proposal will not necessarily be selected; the District will award the lease to the respondent whose proposal is deemed most advantageous to the District and the public interest.

Section 6: Submission Instructions

1. Proposals must be received no later than 3:00 PM Central Time on July 10, 2026. Late submissions will not be accepted.
2. Submit one (1) original and three (3) copies of the complete proposal in a sealed envelope clearly marked: "RFP — Flat Rock Park Commercial Lease."
3. Deliver or mail proposals to: Brown County Water Improvement District No. 1, P.O. Box 118, Brownwood, TX 76801.
4. All questions regarding this RFP must be submitted in writing to the contact person identified in this document. Oral inquiries will not be accepted. Answers to substantive questions will be distributed to all known prospective respondents.
5. Proposals shall remain valid for a period of ninety (90) days from the submission deadline.

Section 7: Reservations and Disclaimers

The District reserves the following rights:

- To reject any or all proposals in whole or in part
- To waive any informality or irregularity in any proposal
- To request additional information or clarification from any respondent
- To negotiate the final terms and conditions of the lease with the selected respondent
- To cancel this RFP at any time without obligation or liability to any respondent
- To select the proposal deemed most advantageous to the District, which may not be the highest-priced proposal

This RFP does not commit the District to award a lease, pay any costs incurred in the preparation of a proposal, or procure or contract for services. All costs associated with the preparation and submission of proposals are the sole responsibility of the respondent.

Issued by Authority of the Board of Directors

Brown County Water Improvement District Number One

Date: June 10, 2026