



**HIGH HAWK PUBLIC IMPROVEMENT DISTRICT
BOARD MEETING
THE SUMMIT, 2975 ESPLANADE
TUESDAY, APRIL 02, 2024 AT 5:30 PM**

AGENDA

CALL TO ORDER

CITIZENS' FORUM

Citizens may speak during Citizens' Forum for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

AGENDA ITEMS

1. Consider Proposal from Landscape Partners in the Amount of \$104,532.00 for Landscaping Maintenance on Polo Road, Lakeridge Parkway, Camp Wisdom Road. High Hawk Blvd, and the Park at 4703 High Hawk Park.
2. Consider proposal from Brightview Landscaping in the amount of \$102,515.00 to Landscape Maintenance at Polo Road, Lake Ridge Parkway, Camp Wisdom Road, High Hawk Blvd, and 4703 High Hawk Park.
3. Consider proposal from LandTec in the amount of \$214,080.00 to Landscape Maintenance at Polo Road, Lake Ridge Parkway, Camp Wisdom Road High Hawk Blvd and 4703 High Hawk Park.
4. Discuss installing a Marquee on Swanson and Camp Wisdom.
5. Discuss the Cameras and Park/street Lighting at the High Hawk Parking Lot Area located at/near 4703 High Hawk Park
6. Discuss Security Patrol to drive through the Park late night & early morning hours at 4703 High Hawk Park area.
7. Discussion of Budget to Actual Financial Report for March 26, 2024

CITIZENS' FORUM

Citizens may speak during Citizens' Forum for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

ADJOURNMENT

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, this meeting agenda was prepared and posted March 29, 2024.

A handwritten signature in black ink, appearing to read "Lee Harris", is written over a solid black horizontal line.

*Lee Harris, CPA
Special District Administrator, Finance Department*



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 04/02/2024

REQUESTER: Ferronica Briggs

PRESENTER: Ferronica Briggs CAM

TITLE: Consider Proposal from Landscape Partners in the Amount of \$104,532.00 for Landscaping Maintenance on Polo Road, Lakeridge Parkway, Camp Wisdom Road, High Hawk Blvd, and the Park at 4703 High Hawk Park.



High Hawk NTX 248

Landscape Maintenance Contract



This **Commercial Landscape Management Service Agreement** (the "Agreement") dated 2/22/24 by and between:

CUSTOMER

Associa
 9001 Airport Freeway, Suite 450
 North Richland Hills
 North Richland Hills,, TX 76180

and

CONTRACTOR

THE LANDSCAPE PARTNERS LLC
 2550 Berner Street
 Fort Worth, TX 76111

constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing, and payment responsibilities for landscape management services provided at:

High Hawk NTX 248
 4703 High Hawk Blvd
 Grand Prairie, TX 75052

The initial Term of this agreement shall take effect April 1, 2024 (the "Commencement Date") and will continue through March 31, 2025. Unless specified in the "Additional Contract Term Provisions" section below, this agreement shall automatically renew on a year-to-year basis with a price increase equal to the current Consumer Price Index, unless either party gives written notice to the other of intention not to renew at least sixty (60) days prior to any anniversary of the Commencement Date.

Services

During the Term, Contractor shall provide, or arrange for the provision of, the Services.

The "Services" consist of the landscape maintenance, enhancement, irrigation, or other general landscape services described in the "Scope of Landscape Services" attached hereto.

The "Landscape Site" consists of the exterior landscaped areas for the site(s) identified on Scope of Landscape Services where Services will be furnished by the Contractor in accordance with the Scope of Landscape Services.

The Contractor shall provide the Services in accordance with applicable professional horticulture standards using trained, uniformed, and properly supervised personnel, and properly maintained equipment.

The Contractor shall promptly remove all of its tools, equipment, surplus materials, landscape waste materials and rubbish from the Landscape Site after rendering Services.

Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable regulations by properly licensed personnel. Other materials shall be applied in accordance with the manufacturer's directions.

Scope of Services:

LANDSCAPE MAINTENANCE SERVICES

Landscape Maintenance Service

TURF

Mowing: Lawn areas will be mowed at the appropriate height and frequency to keep them looking neat. No more than one-third of the leaf blade will be removed during any single mowing. Height and frequency of the mowing will be determined by proper agronomic practice for the principle grasses used in the turf area as well as by the type of turf area and the current growth characteristics up to the number of services specified. Mowing in the dormant season will be done in the areas of growth as needed. Clippings will be left to disintegrate and return valuable nutrients to the soil. If clippings become swathed from wetness or delay in mowing, they will be spread or removed to prevent unsightliness. Clippings will be removed where they may be tracked on to sidewalks or building areas.

Edging: Edging will be performed with a blade edger around all turf perimeters and along walks and curbing. A clean, straight edge will be maintained in a neat and consistent manner. All clippings from edging will be removed from sidewalks, curb areas and planting bed areas to maintain a clean appearance.

Trimming: All grass around trees, retaining walls, fences, posts, and other areas where the mower cannot cut will be trimmed or sprayed to the level of the turf.

GENERAL CLEAN-UP

Debris from maintenance functions will be removed from sidewalks, entrances, patios, and planting bed areas and distributed in on-site trash receptacles where possible. Removal from the property will be provided if receptacles are not available. Sweeping or vacuuming of hard surface areas in parking lots and leaf removal can be provided for an additional charge and is covered the additional services section below.

WARM SEASON TURF CARE

WS Round 1: Pre & Post Emergent (Liquid)

Pre and Post emergent herbicide application to control grassy and broad leaf weeds in the turf.

WS Round 2: Fertilizer, Pre & Post Emergent (Liquid)

Early Season fertilizer to promote growth and green up along with a Pre and Post emergent herbicide application to control grassy and broad leaf weeds in the turf.

WS Round 3: Fertilizer & Post Emergent (Granular)

Early Season fertilizer to promote growth and green up along with a Pre and Post emergent herbicide application to control grassy and broad leaf weeds in the turf.

WS Round 4: Fertilizer and Post Emergent (Granular)

Granular Fertilizer to maintain growth and color along with a Post emergent herbicide application to control grassy and broad leaf weeds in the turf.

WS Round 5: Fertilizer, Pre & Post Emergent (Liquid)

Winter Fertilizer to promote root growth and dormant hardiness along with a Pre & Post emergent herbicide application to control grassy and broad leaf weeds in the turf.

Warm Season Fire Ant Control

PLANT & BED CARE

Spring Clean-up

Bed Pre-Emergent/ Fertilization

Weed Control: Open ground between plants, and groundcover areas will be de-weeded using appropriate chemical and manual control methods.

Fertilization: Ornamental plants will be fertilized with supplemental feeding as necessary in accordance with the specific needs of the plants. Organic shrub fertilizers with trace elements will be used, applied according to manufacturer's directions and in such a manner to prevent leaf burn and scorching. Rates used will depend on the size, age, location, and appearance of the plant. The basic objective will be one of controlled nourishment and to prevent too rapid development of plants except where rapid cover and development is requested.

Insect and Disease Control: Pesticide applications may be provided on a curative basis at the request of the customer for up to the number of hours of applicator time per year, which will be listed on the following chart. The appropriate pesticides will be applied as necessary only to insure minimum damage to plant material from insects and disease. Foreman and supervisors will monitor plant material for insect and disease problems. However, unless weekly inspections by our staff horticulturist are called for in the agreement, we cannot accept responsibility for insect and disease damage to plant material.

Mulch (Spring)

Ornamental Shrub Pruning

Except for desired hedges, all pruning and thinning will be done so that natural shapes of plants are retained. Pruning for shape and growth will be done at the proper time of the year for the characteristics and varieties of plants using proper horticultural practices.

Leaf Clean-up/Removal (Full Property)

Low Limb Tree Cleanup

Tree pruning will consist of removing sucker growth and low lying limbs to a height of eight (8') feet over walkways and curbs. Groundcover and hedges will be sheared or edged to prevent a ragged appearance. Trimming of shrubbery or trees that are above eight (8') feet can be provided for an additional charge and if proposed is covered in the additional services section below. Crepe Myrtles will be pruned in accordance with historical pruning practices on the site and will include pruning of sucker sprouts.

6% rebate

IRRIGATION SERVICES

IRR - System Check

The inspection entails a head-to-head evaluation of the system and includes minor adjustments to the irrigation clock settings and frequencies and a written evaluation and proposal estimate for any repairs noted during the inspection. Damages to sprinkler heads and other system parts due to contractor operations will be repaired at our expense. Failures to system components due to normal wear- and-tear, vandalism, construction, vehicular damage, etc. will be reported to the customer, if discovered, and repaired on a time-and-material basis if approval is given.

SEASONAL COLOR PROGRAM

Spring Seasonal Color Installation (Beds & Containers)

Annual and perennial bedding plant material will be installed on a seasonal basis with customer authorization. If added in the base proposal, plant sizes will include standard four inch varieties planted 8 inches on center. These varieties may come from the following: pansies, petunias, dusty miller, and periwinkles. Other varieties or sizes if requested, may involve an additional cost depending on current vendor pricing.

Summer Seasonal Color Installation (Beds & Containers)

Annual and perennial bedding plant material will be installed on a seasonal basis with customer authorization. If added in the base proposal, plant sizes will include standard four inch varieties planted 8 inches on center. These varieties may come from the following: pansies, petunias, dusty miller, and periwinkles. Other varieties or sizes if requested, may involve an additional cost depending on current vendor pricing.

Fall Seasonal Color Installation (Beds & Containers)

Annual and perennial bedding plant material will be installed on a seasonal basis with customer authorization. If added in the base proposal, plant sizes will include standard four inch varieties planted 8 inches on center. These varieties may come from the following: pansies, petunias, dusty miller, and periwinkles. Other varieties or sizes if requested, may involve an additional cost depending on current vendor pricing.

OPTIONAL SERVICES

Core Aeration

Core plugs will be removed from the turf and left to disintegrate and return valuable nutrients to soil. Service will be performed immediately prior to or at least eight weeks after specified month on the grounds maintenance interval schedule.

WS Round 5 - Fertilizer & Post Emergent (Granular) **Add to Warm Season Program above for "best" program and adjust exist round 5 to 6

CS Round 5 - Fertilizer & Post Emergent (Granular) ** add to the Cool Season Program to get "Best" program and adjust existitng round 5 to 6

Portering

Emptying of Trash cans and replacing the bags

Scalp Turf/Overseed

**Service Frequencies for:
High Hawk NTX 248**

<u>Services Included</u>	<u>Occ</u>	
Landscape Maintenance Services		
Landscape Maintenance Service	40	
Warm Season Turf Care		
WS Round 1: Pre & Post Emergent (Liquid)	1	
WS Round 2: Fertilizer, Pre & Post Emergent (Liquid)	1	
WS Round 3: Fertilizer & Post Emergent (Ganular)	1	
WS Round 4: Fertilizer and Post Emergent (Granular)	1	
WS Round 5: Fertilizer, Pre & Post Emergent (Liquid)	1	
Warm Season Fire Ant Control	6	
Plant & Bed Care		
Spring Clean-up	1	
Bed Pre-Emergent/ Fertilization	2	
Mulch (Spring)	1	
Ornamental Shrub Pruning	9	
Leaf Clean-up/Removal (Full Property)	3	
Low Limb Tree Cleanup	1	
6% rebate	1	
Irrigation Services		
IRR - System Check	12	
Seasonal Color Program		
Spring Seasonal Color Installation (Beds & Containers)	1	
Summer Seasonal Color Installation (Beds & Containers)	1	
Fall Seasonal Color Installation (Beds & Containers)	1	
	Subtotal	\$104,528.00
	Est. Tax	\$0.00
	Total for Proposed Services	\$104,528.00

Extra Services Not Included in the Base Contract

Core Aeration	\$0.00
WS Round 5 - Fertilizer & Post Emergent (Granular) **Add to Warm Season Program above for "best" program and adjust exist round 5 to 6	\$108.75
CS Round 5 - Fertilizer & Post Emergent (Granular) ** add to the Cool Season Program to get "Best" program and adjust existitng round 5 to 6	\$108.75
Portering	\$0.00
Scalp Turf/Overseed	\$0.00

Agreement Price and Payment Terms:

Your annual Agreement Price (the "Agreement Price") based upon the selected service options and the corresponding Scope of Services above:

SCHEDULE	PRICE	EST. TAX	TOTAL PRICE
April	\$8,711.00	\$0.00	\$8,711.00
May	\$8,711.00	\$0.00	\$8,711.00
June	\$8,711.00	\$0.00	\$8,711.00
July	\$8,711.00	\$0.00	\$8,711.00
August	\$8,711.00	\$0.00	\$8,711.00
September	\$8,711.00	\$0.00	\$8,711.00
October	\$8,711.00	\$0.00	\$8,711.00
November	\$8,711.00	\$0.00	\$8,711.00
December	\$8,711.00	\$0.00	\$8,711.00
January	\$8,711.00	\$0.00	\$8,711.00
February	\$8,711.00	\$0.00	\$8,711.00
March	\$8,711.00	\$0.00	\$8,711.00
	\$104,532.00	\$0.00	\$104,532.00

The Amount in the table above may be subject to sales, consumer, use or other tax. The appropriate sales tax amount will be included on each invoice. Customer agrees to pay all resulting taxes.

Payment for these Services shall be made in accordance to the above schedule and in accordance with the Terms and Conditions of this Agreement. The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and any other Billing Schedule attached hereto, the types and frequency of the Services to be performed each month throughout the year may vary according to seasonal requirements. The installment plan and any Billing Schedule are implemented for Customer's convenience of payment only and billings do not necessarily reflect the actual price or value of Services performed. If this Agreement is terminated for any reason on a date other than its anniversary date, then all sums paid by Customer to the Contractor for Services performed since the most recent anniversary date shall be subtracted from the time-and-materials value of Services performed during the same period and, if the result is a positive number, then Customer shall promptly pay the positive value of that amount to the Contractor

Additional Contract Term Provisions:

DEFINITIONS:

You should note the following words have special meaning throughout this Agreement:

1. "You" and "Your" means Customer and all of their agents or representatives.
2. "We", "Our", "Ours" and "Us" mean Contractor and all of its representatives.
3. "Services" means all materials, labor, supplies and equipment necessary to perform the specified work.

TERMS AND CONDITIONS

Accessibility: For us to perform the required Services in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required Services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement. Work crews shall arrive at the job site unannounced unless otherwise noted herein.

Taxes: You agree to be responsible for all applicable taxes on the Services and/or materials used or provided in connection with the Services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits, approvals or consent for the Services provided pursuant to this Agreement.

Contractor will maintain a license, as required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

Payment Terms: You agree to pay invoices within thirty (30) days of receipt. If a payment plan is indicated on the face of this Agreement, payments under the plan will be due as indicated and without further demand or invoicing required. Should a payment become thirty (30) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. If this happens, the entire Agreement Price (less prior payments) will become due and payable immediately upon demand. A late charge of one-and-a-half (1½%) percent per month will be charged on all amounts that are delinquent.

Payment is by check or ACH transfer. A five (5%) percent surcharge will be added for every payment by credit card. Any costs from automated or third-party invoicing processing required by you will be added to the agreement price. Any check dishonored will incur a one hundred (\$100) charge.

In the event we must commence collection action or arbitration to recover any amount payable under this Agreement, you agree to reimburse us for all costs, expenses and attorneys' fees when incurred by us.

Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement. We cannot be liable for damages to private or temporary utilities or siding within 6" of the turf. We are not responsible for the conditions of the premises and will not be liable for any slip, trip or fall accidents on these premises

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

You agree to pay on a time and materials basis for any additional work required to complete the work occasioned by concrete, rock, pipe, electrical lines, etc. encountered while performing such tasks, or any other conditions not readily apparent while estimating the work. We reserve the right to charge for any damages to equipment incidental to performance of contract.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials or service calls requested by you. If requested, you will be charged for these Services at our customer rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us or our subcontractor.

Therefore, you agree to permit only our personnel or agent(s) to perform the Services included. Should anyone other than us perform such Services, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement.

Subcontracts: We reserve the right to hire qualified subcontractors to perform parts of this Agreement or specialized Services, so long as such subcontractors comply with the provisions set forth herein.

Hold Harmless: If there is a claim, damage, loss or expense that is caused in whole or in part by the negligent performance of the Services by us or anyone whose act we are liable, then, we will defend, indemnify and hold you harmless from and against these claims, damages, losses and expenses. If there is a claim, damage, loss or expense that is caused in whole or in part by any act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless us and our representatives from and against these claims, damages, losses and expenses including, but not limited to, attorneys' fees.

Insurance: We, and our subcontractors, agree to maintain General Liability, Automotive Liability, Worker's Compensation insurance and any other insurance required by law for the Services.

Delays Outside Our Control: In the event that there is a delay, loss, damage or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Due to the unpredictability of weather systems, we cannot be held responsible for postponements or cancellations of Services scheduled to be performed. No refund for cancelled Services or allowances shall be made. We shall act diligently to ensure that you receive all Services and the Agreement obligations are met.

Ground Repair Exclusion: We will attempt to minimize disturbance to your property. Due to the size and weight of equipment involved, some damage may occur. You understand that ground repairs are not included. In addition, any objects or plants within the area where Services are performed are your responsibility to either move or waive its rights to claim damages. Dust, dirt, and debris are incidental to the Services, and as such shall not be considered damage.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages arising at any time or from any cause.

Limited Warranty: We will not be held responsible for repairs or damages resulting from weather, animals, vandalism, 3rd party activity or events beyond our control.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You will look solely to the manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. WE DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limits of Liability: We guarantee that our performance of Services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for Services rendered.

Dispute Resolution: Should a dispute arise between you and us that remains unresolved, then either party may seek exclusive relief through the procedure of the American Arbitration Association (AAA), or any equivalent recognized independent arbitrating organization. A single arbitrator shall decide all disputes. The arbitrator shall render a decision no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorneys' fees, incurred as a result of the dispute.

We both agree that any action through arbitration against either of us relating to any breach of this Agreement must be commenced within one (1) year from the date when the disputed work was performed.

Workforce: The workforce will be personally presentable for the Services being performed. All employees shall be competent and qualified and shall be U.S. citizens or legally authorized to work in the United States.

Contractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a), 60-741.5(a), and 61-300.10. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation, gender identity, protected veteran status or disability. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, sexual orientation, gender identity, protected veteran status or disability.

Non-Solicitation: During and for a period of twelve months following any termination of this Agreement, you shall not, directly or indirectly or through others, hire, solicit or encourage any employee, consultant or subcontractor of ours to leave or terminate their employment or relationship with us. You shall not hire any such employee, consultant, or subcontractor who has left our employment or contractual engagement within one year of such employment or engagement.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories. Due to the inability to anticipate rising fuel costs, we reserve the right to incorporate a proportional and negotiable fuel surcharge during the course of the contract.

Early Termination: You reserve the right to cancel this contract for reasons of non-performance with thirty days' advance written notice. Such termination shall be effective if we fail to implement corrective action for such non-performance cited in the notice within thirty days. You also reserve the right to cancel this contract upon our bankruptcy or insolvency or upon your sale of the property on which we are to perform Services where the new owner refuses to assume the contract. You agree to forfeit any contract terms that contained multiple year or volume discounts upon cancellation. A reconciliation of the account will be performed, that will charge you for all services provided through the final service date, as well as for any resources utilized or materials previously procured in expectation of the contract's future execution. Credits will be applied for any overpayments previously received. The final invoice shall be due in full upon receipt.

Notice: Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices shall be effective when received. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 4:00pm or on weekends or holidays, will be deemed received on the next business day. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between the parties.

Independent Contractor: We undertake performance of the Services as an independent company and shall be wholly responsible for the methods of performance. You shall have no right to supervise or direct the methods used.

Law and Venue: The Agreement shall be governed by and construed in accordance with the Laws where the work is performed. The venue with respect to any litigation arising hereunder shall be the venue which governs our office location.

Waiver: A waiver by us of any breach of this Agreement shall not be binding unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. You shall pay all attorneys' fees and costs incurred by us in enforcing the rights under this Agreement.

Paragraph Headings: The paragraph headings contained herein are included solely for the convenience of the parties and do not, in any way, modify, amplify or give full notice of any of the terms, covenants or conditions of this Agreement.

Purchase Orders: This Agreement supersedes all other agreements, either oral or in writing, between the parties with respect to the subject matter and contains all of the covenants and agreements between the parties and this writing constitutes the final expression of the parties' agreement. This Agreement may not be modified except in writing signed by an authorized representative of each party.

No change is allowed to this Agreement, nor shall they become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order from you shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties shall negotiate replacement terms for any invalid provision which reflect the original intent of the parties under this Agreement.

Survival: Upon completion of the Services or in the event of termination, obligations and duties provided for in the terms and conditions of this Agreement shall survive. Each party binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

Special Provisions:

You and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Authorized for Customer:

Authorized for Contractor:

Signature

Signature

Date

Date



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 04/02/2024

REQUESTER: Board

PRESENTER: Ferronica Briggs

TITLE: Consider proposal from Brightview Landscaping in the amount of \$102,515.00 to Landscape Maintenance at Polo Road, Lake Ridge Parkway, Camp Wisdom Road, High Hawk Blvd, and 4703 High Hawk Park.

ANALYSIS:

2315 Southwell Rd, Dallas, Texas 75229
Phone: 214-687-6253
Email: Zakary.Pavlishin@BrightView.com

Custom Landscaping Services for **High Hawk PID**



Prepared for:
Ferronica Briggs

Proposal Issued: **03.22.2024**

Proposal Valid to: **4.30.2024**



Dear Ferronica and Board Members,

On behalf of the BrightView team I would like to personally thank you for the opportunity to submit our proposal to professionally manage the landscape responsibilities for High Hawk PID.

We have enjoyed and appreciate the time you have taken to get to know our team and our operation. We have carefully reviewed your specifications and have taken the time to ensure we have developed a thorough and comprehensive proposal that will suit your specific needs.

We have reviewed every aspect of your site and considered all resources we feel will be required to serve you and your residents and to exceed your expectations.

From day one, BrightView provides you with a beautiful, safe, and healthy landscape that will maximize your investment, support your needs, and provide a welcoming environment for everyone - employees, residents, and visitors.

Associa Principle Management has an exceptional collection of properties, and it is understood that the quality of our landscape presentation and the thoroughness of our plan are integral to ensuring that you keep all your residents happy. We appreciate the opportunity to get to know you, the site, and present you with our custom service solution.

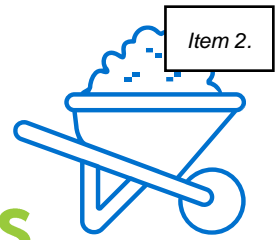
Sincerely,

Zakary Pavlishin

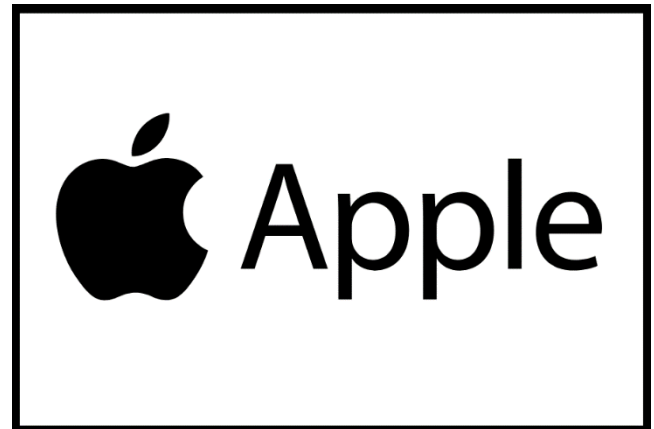
Zakary Pavlishin
Business Developer

214-687-6253

Zakary.Pavlishin@brightview.com



BrightView Corporate Partners

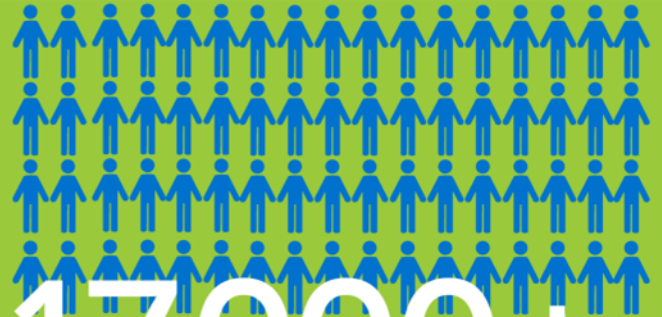


National Coverage Local Team

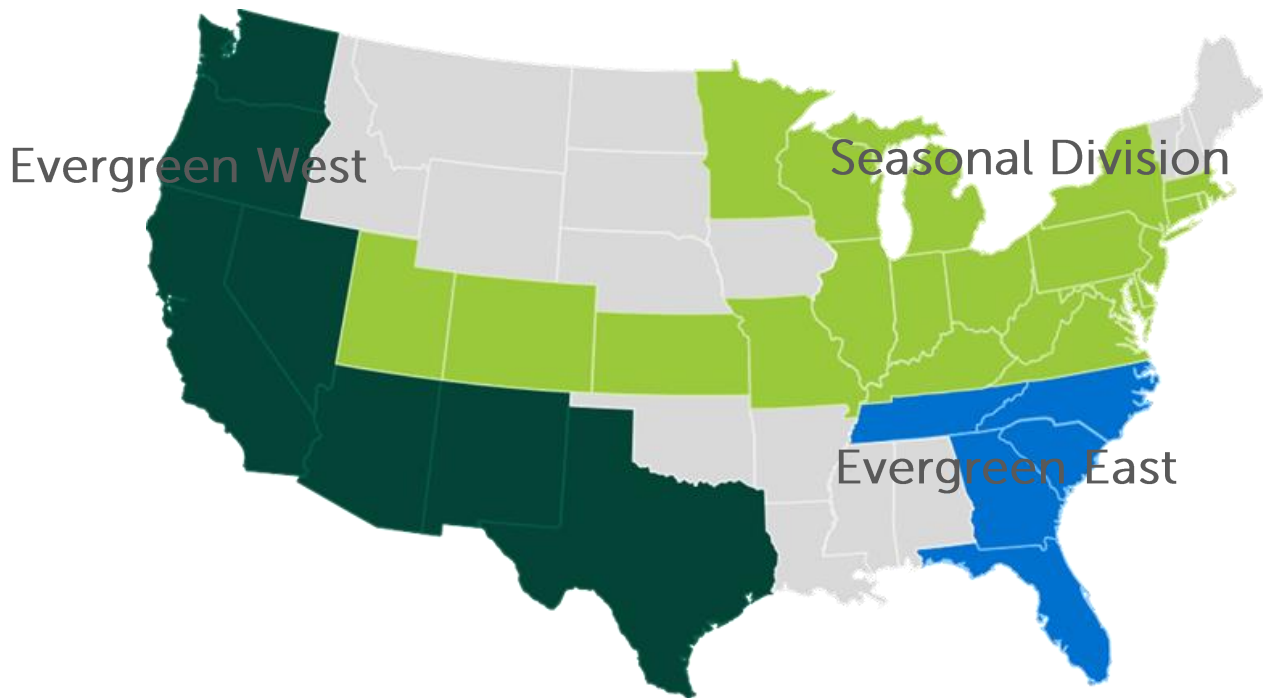
National Presence

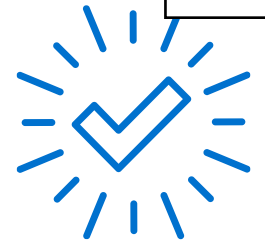
270⁺ BRANCHES

80⁺ GOLF COURSES



17,000⁺
TEAM MEMBERS





The BrightView Difference

Our people create and maintain the best landscapes on Earth.

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unparalleled responsiveness.

Our ability to offer industry leading standards to our customers is attributed to our quality assurance and continuous improvement programs we have developed over our history.



Our Mission

To create customer value through engaged local teams, providing industry-leading landscape services.

DESIGN

Forward-thinking, constructible design that considers future operating costs.

- Landscape Architecture & Planning*
- Design Build*
- Program Management*

DEVELOP

Seamless project delivery that meets your goals, on-time and on-budget.

- Planting*
- Hardscaping*
- Pools & Water Features*
- Tree Growing & Moving*

ENHANCE

Thoughtful improvements to enrich your landscape's appearance and sustainability.

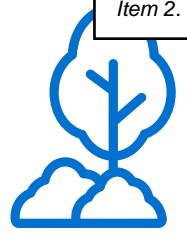
- Enhancements*
- Sustainability*
- Water Management*

MAINTAIN

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future.

- Landscape & Tree Care*
- Snow & Ice*
- Exterior Maintenance*





Dependable, Quality Service

Our team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

BrightView Standards of Excellence

Our proprietary Standards of Excellence promote best practices among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your property. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

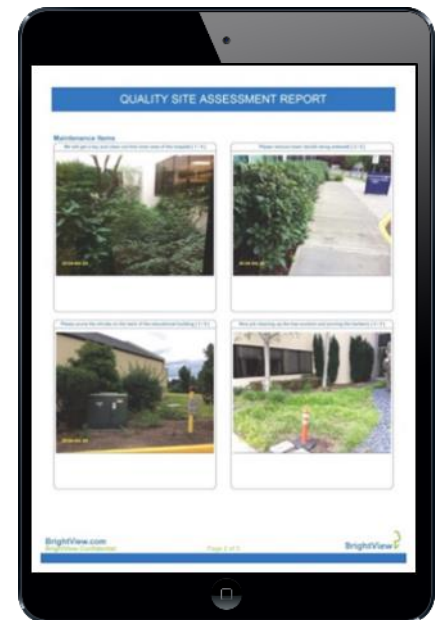
Our Standards of Excellence include:

- Site Cleanliness
- Weed Free
- Green Turf
- Crisp Edge Beds
- Spectacular Flowers
- Uniformly Mulched Beds
- Neatly Pruned Trees & Shrubs

Quality Site Assessments

Your partnership with BrightView begins with a promise: quality landscape and client centric customer service. BrightView's formal Quality Site Assessments ensure we keep that promise. Our QSAs deliver:

- A forum for you to share feedback
- Progress updates on our work
- Time set aside to discuss opportunities
- A stronger partnership with you in the management of your landscape
- Accountability that ensures your landscape's success



Protecting Your Trees, One of Your Most Important Investments

Item 2.



"You can count on us to preserve your trees, enhance their appearance, increase their production, improve safety and reduce liability – all to protect one of your most important investments at Phillips Creek Ranch Homeowners Association. Our ISA Certified Arborists offer a comprehensive set of services and will be available to you for everything you may need to keep your trees healthy and beautiful."

-Bryan White

ISA Certified Arborist TX-1023A

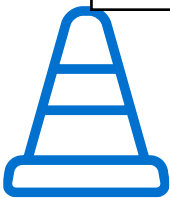
Bachelor of Science in Forestry From Stephen F Austin University

Our Tree Care Services Include:

- GPS Mapping
- Tree Inventory
- Tree pruning
- Soil and tissue analysis
- Annual 3-5-year budget planning
- Cabling and bracing
- Emergency storm clearance
- Tree removal and stump grinding
- Insect and disease control
- Nutrient management
- Fertilization
- Transplant and relocation
- Hazard evaluation and management

BrightView GeoTags All Trees in Community with tree type and health. See example below:





Committed to Safety, Everyday

BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day.

Our employees are regularly trained on their responsibilities and are held accountable to following all safety regulations. It is their responsibility to report unsafe conditions, which makes a safer environment for your employees.



Extensive Training

BrightView crews receive ongoing formal and hands on field training to ensure we meet the highest safety standards in the business.



At BrightView, we believe that safety is more than putting on a vest, safety glasses and gloves —it is woven into the fabric of our company.



Francis Kass III
Branch Safety Leader

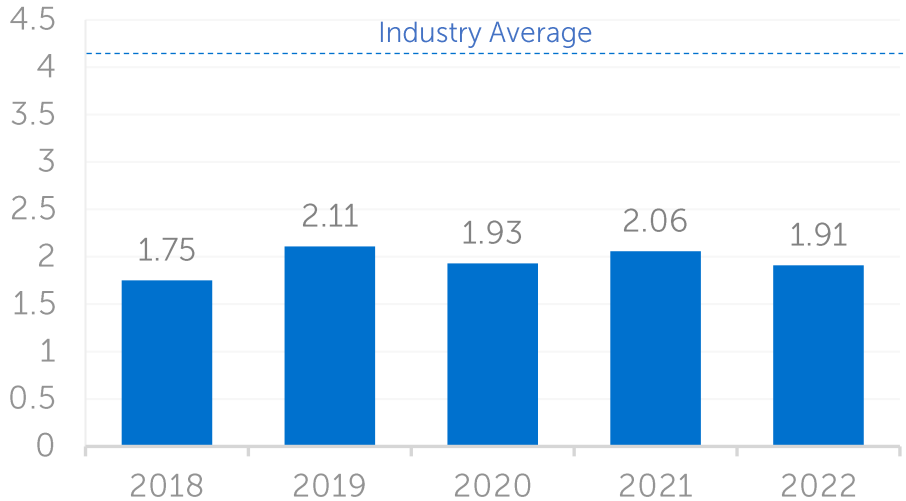


Employee Verification Process

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws.

OSHA Recordable Performance

Industry Average: 4.20



BrightView regularly performs better in safety than other landscape service providers.



Personal Protective Equipment

Proper PPE is required of all team members engaged in jobsite production activities.

Emergency Response Team



With hundreds of branch locations, and three just within a 45-minute radius of your community, we can dispatch faster than other landscape service providers in the event of a catastrophic situation, including but not limited to tornadoes, flooding and severe winter weather.

When a catastrophe occurs, your local Account Manager will personally draw on resources and pull equipment from within the BrightView network to ensure your property is quickly, properly and safely serviced.



Resources from branch offices will be available in the event of an emergency to ensure our residents have access to crews and equipment quickly.

Layered Communication & Quality Assurance

“ We consider communication a key priority for Sample Solar Proposal , and the key to our success in delivering you not only the highest quality service, but also building a strong and lasting partnership. By being able to utilize all the tools below we are confident in creating a proactive, transparent and sustainable communication model. ”

- Marc Fisher, Vice President of Operations

BrightView Connect

A customizable dashboard that will greatly improve communication, visibility, work order process, response time and transparency of service tickets. This tool will also be able to show and track where issues are coming from and allow BrightView to create a plan to emphasize areas with positive results, as well as address items of concern in a quick fashion.

Quarterly Business Reviews

Being able to get all Leaders together to discuss the state of the partnership on a Quarterly basis is key. We would set up 3 QBRs bringing our senior leadership in the market to truly drive a strong partnership. This timeframe will be used to either collaborate on KPI's, discuss what's ahead, areas of improvement or areas that are going well.

Quality Site Assessments (QSA)

This tool is something we would utilize to do an audit of the exterior identifying everything from missed items with follow up action, to bringing non-landscaping issues to your attention. Pre and Post communication of completion is key to delivering a level of transparency you and your clients expect.

Customer Satisfaction Surveys

This is something we do two times a year to really drive engagement and an understanding of where we truly sit in your eyes. With the results of the survey, we can have real conversations on where we sit, what's working well and where are areas of opportunity.

The Breadth of Our Team

The team selected to maintain your property has the skills and experience necessary to meet your specific needs and expectations. Below is what you can learn to expect from each of the team members in place to support you.

CLIENT SERVICE TEAM

Job Title	Job Responsibility
Field and Landscape Crews	<ul style="list-style-type: none"> Experienced landscape professionals at the heart of our company Strong focus on attention to detail. In charge of all groundwork that will take place on site, including mowing, blowing, edging, pruning, weeding and debris pick up. Fulfill all contractual obligations and are directed by the Production Manager and Account Manager
Crew Leader	<ul style="list-style-type: none"> Ensures readiness of workers, tools, and materials Trains field personnel Performs and leads job specifications
Production Manager	<ul style="list-style-type: none"> Manages and schedules crews Ensures readiness of workers, tools and materials Maintains safe working conditions Trains field personnel Ensures delivery of job specifications and quality
Account Manager	<ul style="list-style-type: none"> Primary local customer contact Accountable for customer satisfaction Ensures compliance to job specifications and quality Resolve / close service requests
Branch Manager	<ul style="list-style-type: none"> Ensures quality and efficient landscape management for clients Consistently improves best practices within the service branch Leads and supports all branch personnel
Vice President & General Manager	<ul style="list-style-type: none"> Ensures quality and efficient landscape management for clients Responsible for supporting the entire market's successful operation

BrightView Water Management



- ✓ BrightView is a leader in smart water management
- ✓ Utilizing the most innovative equipment and technology
- ✓ We will familiarize ourselves with the existing system and make recommendations for improvements
- ✓ Create customized water management plans that ensures uniform coverage, reduce runoff, and efficient operation
- ✓ BrightView partners with the leaders in the water management industry to bring you the most innovative, well tested products available
- ✓ Weather Based Controllers provide up to 40-60% water savings
- ✓ Rain Sensors Up To 19% Water Savings



BrightView Connect

We believe in the power of proactive communication and the importance of keeping you informed. That's why we created BrightView Connect; a proprietary web application designed for customers and property managers, providing timely insight into the property maintenance information that matters the most.

The BrightView Connect platform offers the following:

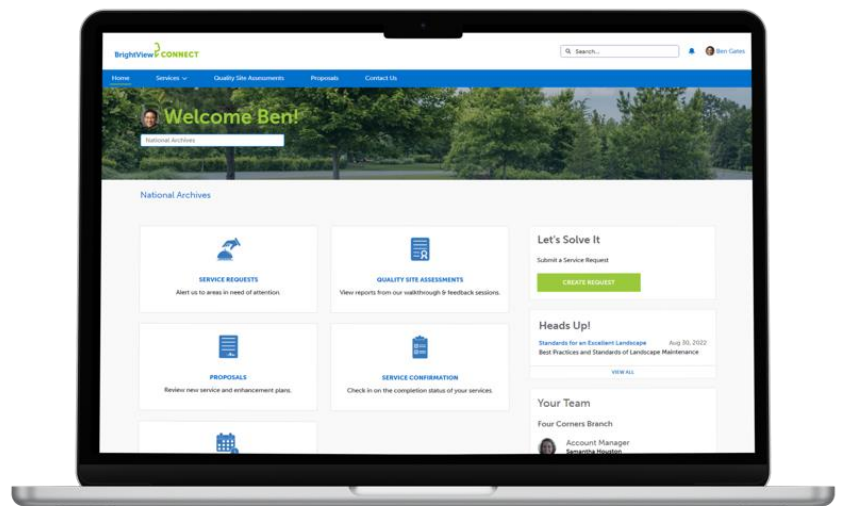


Our secure & private online portal makes it easy to manage your landscape services anytime, anywhere.

- Submit a Service Request
- Receive Service Confirmations
- Contact Your Team
- View Enhancement Proposals
- Review Quality Site Assessments
- See Your Standard Maintenance Schedule



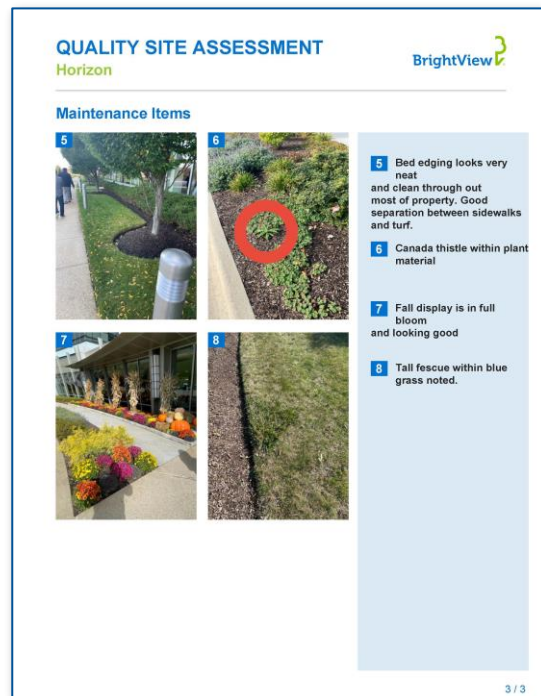
Watch this video to learn more!

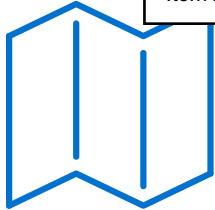


Quality Assurance

Our Quality Site Assessment (QSA) is a proprietary tool we have developed to help best capture quality assessment practices. This allows us to share our findings with you at each site easily, regularly, and promptly. Once the assessment is completed the report is automatically emailed to you for real-time communication and complete transparency. This report includes:

- '360 degree' site inspections, performed with designated site contact
- Observation images
- Notes on items already on our radar
- Recommendations that will give you a full view of your landscape
- Provides opportunity for site contact and Branch Account Manager to strategically discuss short- and long-term plan for the site
- Tags photos with notes
- Electronically tracks carry-over items
- Results downloaded and can be electronically sent to other stakeholders





Landscape Site Map

Our team has developed a custom takeoff map of your property to ensure that we are aligned on your properties service needs and areas of focus.



Services Summary

Below is a breakdown of the anticipated costs associated with servicing your property. We appreciate the opportunity to present our service offerings.

Please let me know if there are any questions about the services or expenses outlined below.

Mow Turf 21 in.	40
Mow Turf 60 in. ZTR	40
String Trim Turf	40
Mow Clean Up	40
Rough Mowing Under Power Lines	18
5' Back Fence Buffer Mowing	40
String Trim Fence Line Buffer	40
Gran Fert	1
Liq Pre-ELiq Post-E	2
Liq Post-E	1
Insecticide Fire Ant	1
Weed Beds Weekly	40
Prune Shrubs	2
Prune Groundcover	8
Spray Beds Pre-emergent	2
Fertilize Beds	4
Spot Prune Trees	1
Spray Tree Dorm. Oil	1
Plant Annual Flowers	3
Fertilize Planting Beds	3
Reprep Existing Beds	1
Remove Flowers	3
Inspect Irrigation	12
Mulch Beds Bulk	1
Mulch Tree Ring	1
Spray Cracks/Curbs Post-emergent	12
Police Grounds	40
Trash Removal/ Dog Station Control	52

Pricing Summary

Below is a breakdown of the anticipated costs associated with servicing your property. We appreciate the opportunity to present our service offerings.

Please let me know if there are any questions about the services or expenses outlined below.

Total Price: \$102,515

*Tax Not Included

*All Associa Communities receive 6% of Contract Value for Landscape Enhancement Credit Upon Renewal of Annual Contract.

*This 6% credit back is only applied if Associa is managing the HOA.

Breakdown with Credit Applied:

Year 1 Price: \$102,515

Year 1 Credit: \$0

Year 2 Price: \$105,590.45

Year 2 Credit: \$6,335.43

Year 3 Price: \$108,665.90

Year 3 Credit: \$6,519.96



Your Transition to BrightView

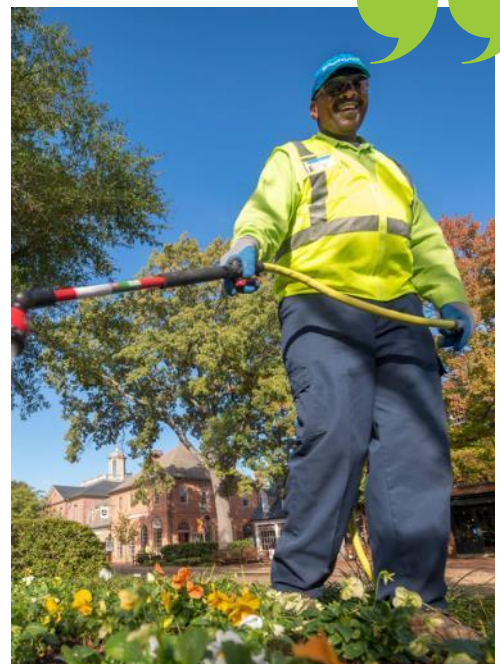
By selecting BrightView, you will find an experienced partner who will provide experts in many disciplines, each dedicated to your needs. In your first 180 days of service, you can reliably expect the following:

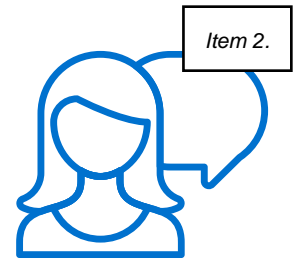
- PRE-SERVICE**
 - Branch planning meeting
 - Identify and mitigate any safety hazards
 - Meet your Client Service Team
 - Establish communication, reporting expectations & preferences
 - Individual site planning
- 30 DAYS**
 - Initial site walk-through
 - Week 1 Alignment Check
 - Week 2 Alignment Check
 - 30 Day Alignment Check
 - Receive first invoice
- 60 DAYS**
 - Site walk of facility
 - Receive Customer Satisfaction Survey
 - Review survey responses with your Client Service Team
 - Align and strengthen areas in need of improvement
- 90 DAYS**
 - Site walk of facility with your Client Service Team
 - Review 90 Day Follow-up Partnership Transition Guide
 - Check progress and/or completion of key site initiatives
- 180 DAYS**
 - Business Review: Client, Account Manager, Branch Manager
 - Confirmation of team exceeding expectations, developing partnership
 - Review/Update Client Partnership Plan for following season



It is my job to ensure a smooth transition for our Clients and our Team. With the guidance of our transition plan and designated experts in their fields, we are committed to a seamless transition and a strong first step.

Troy Williams
Branch Manager





Client References

In our effort to provide the best possible landscape & snow removal services, our customers have become raving fans. But don't take our word for it. Ask them yourself!

Villages of Greenway Park
Carrollton, Texas



Scottish Rite Hospital
Frisco, Texas

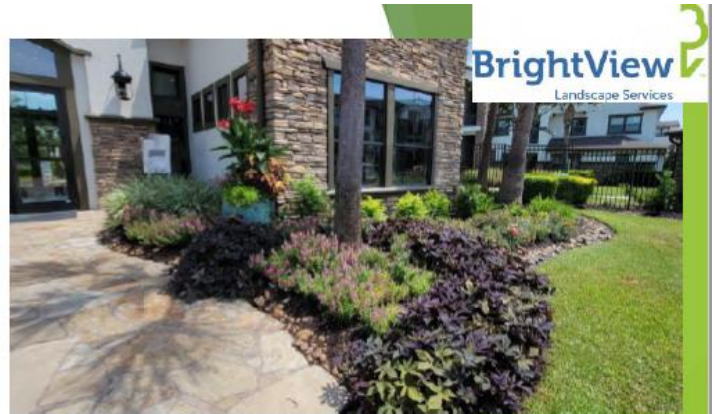
Toyota Headquarters
Plano, Texas



- Fedex Headquarters – Plano, TX
- Preston Towne Crossing – Plano, TX
- Creekside Estates HOA – Wylie, TX
- Highland Springs – Plano, TX
- Trails at Chestnut Meadows – Forney, TX
- Forney Medical – Forney, Texas
- Hilton Dallas Rockwall – Rockwall, Texas

Pictures of our Work

Item 2.



PICTURES OF OUR WORK

Thank you for the opportunity to present our landscape solution.

Should you have any questions, please don't hesitate to reach out.

Zakary Pavlishin, Business Developer
Zakary.Pavlishin@BrightView.com
214.687.6253



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 04/02/2024

REQUESTER: Ferronica Briggs

PRESENTER: Ferronica Briggs CAM

TITLE: Consider proposal from LandTec in the amount of \$214,080.00 to Landscape Maintenance at Polo Road, Lake Ridge Parkway, Camp Wisdom Road High Hawk Blvd and 4703 High Hawk Park.

ANALYSIS:

LandTec Services was originally founded in 2003 in Austin, TX, and is well established throughout Central and North Texas. We are experienced with a wide variety of projects, including Homeowner Associations, Auto Dealerships, Commercial Offices, Retail Centers, Professional Office Condos, Multifamily Projects, Seniors Living Centers, Educational & Religious Facilities, TXDOT, Municipal projects, and more.

Landscape

- Landscape Construction
- Wetland Planting & Restoration
- Irrigation Design & Installation
- Rough & Final Grading
- Drainage System Installation
- Decomposed Granite

Professional Maintenance

- Comprehensive Monthly Service
- Seasonal Pruning and Rotation
- Fertilization & Disease Control
- Irrigation System Maintenance
- Wet Pond Maintenance
- Tree Removal & Brush Clearing

As noted above LandTec provides a number of different services. Because of our experience, we have been successful in providing our customers value engineering that has resulted in significant costs savings. Our objective is to provide the General Contractor / Property Manager an opportunity to use one contractor to consolidate several different site activities. By doing so, this allows your field personnel the ability to eliminate the hassle of multiple contacts for each specific activity and saves you real dollars by reducing the costs associated in dealing with multiple sub-contractors or contracted services.

Our insurance coverage includes:

1. Commercial General Liability
 - a. \$2,000,000 occurrence/ \$2,000,000 aggregate/ \$2,000,000 completed ops
2. Automobile Liability Bodily Injury
 - a. \$1,000,000 combined single limit
3. Excess Liability Umbrella
 - a. \$2,000,000 occurrence/ \$2,000,000 aggregate
4. Workers Compensation
 - a. \$1,000,000/ \$1,000,000/ \$1,000,000 employers' liability

Account Manager:
Shelby Prater
Sales/Account Manager | LandTec Services
512-630-8211 (Cell)



12419 Lowden Ln
 Manchaca, TX 786
 (512) 899-2282 Main
 (512) 899-8578 Fax

Item 3.

Landscape Maintenance Agreement

CLIENT NAME High Hawk (Public Independent District)

CONTACT NAME Ferronica Briggs

BILLING ADDRESS 9001 Airport Freeway, Suite 450

CITY North Richland Hills **STATE** Texas **ZIP CODE** 76180

MAIN PHONE 888-368-4030 **DIRECT PHONE** _____ **MOBILE** _____

FAX _____ **E-MAIL** fbriggs@principal-mgmt.com

PROPERTY ADDRESS (if different) High Hawk Boulevard, Grand Prairie, TX, 75052

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TRIPS
Landscape Management													
Site Supervision	1	2	4	4	4	5	4	4	5	4	2	1	40
Turf													
Complete Service: (Mow, Edge, Trim, Blow, Trash)	1	2	4	4	4	5	4	4	5	4	2	1	40
Rough Mow under Oncor Lines		1	2	2	2	2	2	2	2	2	1		18
Fertilization & Pre-emergent Program	Spring, Summer, Fall, Applications												3
Grassy Weed Control	Applications in February & September												2
Fire Ant Control	Spot Treating as Necessary												1
Trees, Shrubs, & Ground Cover													
Bed Maintenance: Hand Weeding	1	2	4	4	4	5	4	4	5	4	2	1	40
Scalp Groundcover											1		1
Tree/Shrub/Groundcover: Pruning			1	1	1	1	1	1	1	1	1		9
Trim Perennials: Crepe Myrtles		1											1
Leaf Removal	1	2	2								2	1	8
Sidewalks & Parking Lot													
All Areas Trash pick up and blow	1	2	4	4	4	5	4	4	5	4	2	1	40
Irrigation System													
Complete Irrigation System Inspection	1	1	1	1	1	1	1	1	1	1	1	1	12
Additional Services													
Pet Waste Stations Service	1	2	4	4	4	5	4	4	5	4	2	1	40
Mulching Services: Trees/Shrub/Beds			1										1
Seasonal Color Rotations			1			1				1			3

Seasonal Color per Change \$ - plus tax

LS Mulch per Application \$ - plus tax

Annual Backflow Test \$ 250.00 plus tax per backflow

MONTHLY INVESTMENT \$ 17,840.00 plus tax

This agreement is for a 1 year period and shall be automatically renewed for successive equal periods with annual increase of 3% unless terminated by either party by not less than thirty (30) days written notice prior to the end of the specified period. Monthly payments must be received by the 15th of the month or services will be temporarily suspended until payment has been received. All past due invoices are subject to 1.5% interest fee per month on past due balances. Material & Labor for irrigation system repairs will be billed seperately. Repairs in excess of \$1500 will be submitted for approval prior to commencing repair work.

Contract period _____ **to** _____

_____ _____ _____ _____

Customer Signature
Date
LANDTEC
Date

LANDSCAPE MANAGEMENT SCOPE

Standards of Work

Landtec Services shall provide all materials, labor, and equipment to complete our landscape management services as outlined within this document for a one-year period from acceptance of this proposal by the duly authorized agent of the development.

Standards of Work

All landscape management services shall be performed by supervised, trained personnel using the most current, accepted horticultural practices, as well as the industry's highest professional standards based a specified service schedule consisting of a quantified number of visits as detailed in the service agreement. All work will be performed in a manner that upholds the original intent of the landscape design. All chemical applications will be performed in accordance with current county, state and federal laws using EPA registered materials and methods of application. These applications shall be performed under the supervision of a Licensed Certified Applicator.

Authorization of Work

Any work performed outside of that which is outlined in the landscape management agreement shall only be done after written authorization by the owner's representative (property manager). The property manager shall approve all seasonal color selections, if need be, prior to installation.

Workmanship

Throughout all landscape management operations, all areas shall be kept neat and clean. Precautions will be taken to avoid damage to all existing structures. All work will be performed in a safe manner to the operators, occupants, and any pedestrians. Upon completion of the landscape management operations, all debris and waste material will be cleaned up and removed from the site, unless provisions have been with the owner for the use of on-site trash receptacles. Any damage to the landscape, the structure, or the irrigation system caused by the Landtec Services will be repaired by the Landtec Services without charge.

Landscape Vitalization

The Landtec Services will make every effort to maintain the health and sustain the growth of all plant material and turf within the designated areas of landscape management. The Landtec Services cannot be held responsible for any damage to plant material or turf that is the direct result of an "Act of God", such as sub-freezing temperatures or a prolonged drought.

Turf

General Clean-up

Prior to each mowing, all trash, sticks, and other unwanted debris will be removed from lawns, plant beds, and paved areas

Mowing

Cool season grasses including annual Ryegrass, Perennial Ryegrass, Fesue, etc. Will be maintained at a height of 2 1/2" and 3 1/2" in the spring and fall. Warm season grasses, including Bermuda, St. Augustine, and Zoysia, mowing height will be maintained at no less than 2" and no more than 3" from June through September. During the growing season, all designated lawn areas will be mowed every 7 days (42 visit schedule) or as weather conditions dictate. This is best determined by blade growth, since only 1/3 of the blade should be removed at any one cutting so as to maintain a crisp, clean, well-groomed appearance. The mowing operating includes trimming around obstacles, raking excessive grass clipping, and removing debris from walks, curbs, and parking areas.

Edging

Edging of all sidewalks, curbs and other paved areas will be performed at each visit to maintain a neat, crisp appearance. Debris from the edging operation will be removed and the area blown or swept clean. Caution will be used to avoid any excessive flying debris.

Fertilization

Fertilizer will be applied in areas based on existing turf species and the information provided by the latest university turf trials. The following fertilization schedule shall act as a standard: Lawn areas will be fertilized a minimum of four applications per year, unless otherwise stated in the landscape maintenance specifications for the property. The first application will occur in early spring, to help promote early green up. The second application will be scheduled during the summer growing season. A third application will be scheduled for the fall of the year. The final application will occur during the winter months to help the turf store energy in the root system to assist in preventing winter kill and assure an early recovery in the spring.

Lawn Weed Control

A pre-emergent herbicide may be applied in late February and September to help control the germination of annual weed seeds. A post-emergent herbicide will be applied as scheduled to control broadleaf and grassy weeds. A nonselective herbicide will be applied, when necessary, to walks, curbs, and other paved areas to help control the growth of grass or weeds in these areas.

Insect and Disease Control

Landtec Services will be responsible for monitoring the site conditions on each visit to determine if any insect pest or disease problems exist. Landtec Services shall identify the insect pest or disease, as well as the host plant, and then consult the most current editions of published reference materials for the proper control methods.

Irrigation

If an irrigation system exists, Landtec Services will be responsible for monitoring its effectiveness and repair any deficiencies. Monthly irrigation management will include inspection and realignment of all heads, an operational check/test of each zone for proper operation, and inspection adjustment of controller run times and day schedule. Any failures in the irrigation system will be reported to the owner's representative, repaired and billed at regular time and material rates. A licensed irrigation specialist will perform all irrigation management procedures.

Trees, Shrubs & Groundcovers

Pruning

All ornamental trees, shrubs, and groundcover will be pruned when appropriate to remove dead or damaged branches, develop the natural form of the plant, and to create the effect intended by the landscape architect or designer. Except for desired hedges, or to conform to design intent, all pruning and thinning of plants will be done to retain the plants natural shape. If previous maintenance practices have been to shear and ball, then a natural shape will be restored gradually. Plants overhanging passageways and parking areas and damaged plants will be pruned as needed. Shade trees that cannot be adequately pruned from the ground (above 8') will not be included in the management agreement. This type of work will be performed by a certified arborist under the supervision of Landtec Services.

Spring Clean-up

Plant beds will receive a general clean-up before spring fertilizations and/or mulching of the beds. Clean-up includes removing debris and trash from beds and cutting back herbaceous perennials left standing through the winter, for example Ornamental Grasses

Fertilization

The current recommendation for the fertilization of shrubs and groundcovers is one application in the spring (March time frame) with a complete balanced fertilizer at the manufacturers recommended rate.



Mulching

All tree wells and planting beds will be prepared and mulched to a depth of 2” annually with quality hardwood mulch. Bed preparation will include removing all weeds, cleaning up bed to be mulched, edging and cultivating decayed mulch into the soil. If deemed necessary, a pre-emergent herbicide may be applied to the soil prior to mulching to inhibit the growth of future weeds.

Weeding

All planting beds will be weeded on a continuous basis to maintain a neat appearance at all times.

Insect and Disease Control

The Landtec Services will be responsible for monitoring the landscape site on a regular basis. Trained personnel will monitor for plant damaging insect activity, plant pathogenic diseases, and potential cultural problems in the landscape. The contractor will identify the insect pest or disease, as well as the host plant, and then consult the most current editions of published reference materials for the proper control methods. For an additional charge, plant pathogenic diseases that can be resolved through properly timed applications of fungicides can be made with owner’s approval.

Landscape Enhancements

As part of a complete landscaping management program, the Landtec Services shall provide an overall landscape review of the property. The owner will be notified of all landscape improvement recommendations for approval. All recommendations will conform to the existing design intent to maintain the effect intended by the landscape architect or designer. All of the necessary additions or repairs to the existing landscape that result from this review will be proposed as an additional cost item to the owner. Any enhancement that is to be performed in addition to that which is outlined in the standard landscape management agreement will only be done upon written approval by the owner’s representative.

References

Company: Goodwin & Company
Contact: Stephanie Lacy, Property Manager
Phone Number: (214) 445-2713
Projects: Gables at Royal Lane, TX
Number of Projects: 1
Work Performed: Property Maintenance, Landscape & Irrigation

Company: Associa Hill Country
Contact: Juanita Seekins, Community Manager
Phone Number: 830-632-8300
Projects: Springdale Condominiums, TX
Number of Projects: 1
Work Performed: Property Maintenance, Landscape & Irrigation

Company: Foundation Communities
Contact: Mandy Lewis, District Manager
Phone Number: (512) 610-7390
Projects: Multi-Family Homes, TX
Number of Projects: 10
Work Performed: Property Maintenance, Landscape & Irrigation

Company: Goodwin and Company
Contact: Emily Francis, Property Manager
Phone Number: (512) 536-0410
Projects: Milestone Home Builders, TX
Number of Projects: 5
Work Performed: Construction, Property Maintenance, Landscape & Irrigation

Company: Burke Real Estate Group
Contact: Jerry Grona, Property Manager
Phone Number: (512) 439-4050
Projects: Chandler Creek Prof Park, TX
Number of Projects: 9
Work Performed: Property Maintenance, Landscape & Irrigation

Company: In – N – Out Burger
Contact: Matthew Caslavka, Director Landscape Construction
Phone Number: (626) 813-7329
Number of Projects: 8
Projects: In-N-Out restaurant locations, TX
Work Performed: Property Maintenance, Landscape & Irrigation

Client Testimonials

“I have had the pleasure of working with LandTec on several projects. Their professionalism, attention to detail and bringing the project in on budget and on time makes them a real winner in my book.”

Mike Uker, Sr. Project Manager, Workman Commercial

“LandTec delivers a quality product and responsive service to their clients on a consistent basis. With over 30 years’ experience, I would strongly recommend LandTec to anyone looking for a company to not just meet your expectations but to exceed them.”

John M. Braun, COO, [Braun & Butler Construction](#)

“LandTec is possibly the most professional landscaping company I have been involved with in my career. Our Brodie Oaks project had some serious budget issues, but LandTec was able to not only bring it in on budget, but also delivered an outstanding product. It has been an excellent experience working with LandTec-in all respects.”

Ken Carr, Doug Moss & Scott Carr, [Carr Development](#)

“When LandTec took over the IKEA shopping center it was lacking appeal for prospective clients. Today, the center looks terrific! Without reservation, I would recommend LandTec to any property manager or landowner looking for a company committed to first-class quality and outstanding customer service.”

David L. Roche, Managing Principal, [Endeavor Real Estate Group](#)



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 04/02/2024

REQUESTER: Ferronica Briggs

PRESENTER: The Board

TITLE: Discuss installing a Marquee on Swanson and Camp Wisdom.

ANALYSIS:



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 04/02/2024

REQUESTER: Ferronica Briggs

PRESENTER: Donald Owens

TITLE: Discuss the Cameras and Park/street Lighting at the High Hawk Parking Lot Area located at/near 4703 High Hawk Park

ANALYSIS:



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 04/02/2024

REQUESTER: Ferronica Briggs

PRESENTER: The Board

TITLE: Discuss Security Patrol to drive through the Park late night & early morning hours at 4703 High Hawk Park area.

ANALYSIS:



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 04/02/2024

REQUESTER: Lee Harriss

PRESENTER: Mike Carroll, President

TITLE: Discussion of Budget to Actual Financial Report for March 26, 2024

**Budget/Actual Report for Fiscal 2024
321992
High Hawk Public Improvement District
as of 3/26/24**

	10/1/2023 - 9/30/2024				Current Month	Estimated 9/30/2024	
	Budget	Actual	Difference	% Used			
HHPID 321992							
Beginning Resource Balance	291,000	315,692.36				315,692	
Revenues							
Spec Assess Delinquent	42610	-	2,340.53	2,340.53	0%	614.41	2,341
Special Assessment Income	42620	534,138	521,626.21	(12,511.79)	98%	3,674.41	528,797
Interest On Pid Assessment	42630	-	990.08	990.08	0%	340.99	990
Insurance Recovery Property	42770	-	-	-	0%	-	-
Devlpr Particip/Projects	46110	-	-	-	0%	-	-
Miscellaneous	46395	-	-	-	0%	-	-
Interest Earnings	49410	-	-	-	0%	-	-
Int Earnings - Tax Collections	49470	-	-	-	0%	-	-
Trnsfr-In Strt Cap Proj (4001)	49625	-	-	-	0%	-	-
Trsf-In Risk Mgmt Funds (Prop	49686	-	-	-	0%	-	-
Trsf In/Parks Venue (3170)	49780	4,035	1,683.00	(2,352.00)	42%	-	4,035
Total Revenues	538,173	526,639.82	(11,533.18)	98%	4,629.81	536,162	
Expenditures							
Office Supplies	60020	1,500	44.08	1,455.92	3%	16.82	1,500
Decorations	60132	25,000	18,801.40	6,198.60	75%	-	25,000
Public Relations	60160	4,500	4,927.46	(427.46)	109%	-	4,500
Beautification	60490	30,000	17,429.39	12,570.61	58%	-	30,000
Graffiti Cleanup	60775	1,000	-	1,000.00	0%	-	1,000
Wall Maintenance	60776	20,000	2,284.00	17,716.00	11%	-	20,000
Professional Engineering Servi	61041	4,000	-	4,000.00	0%	-	-
Security	61165	-	-	-	0%	-	-
Mowing Contractor	61225	105,158	39,902.34	65,255.66	38%	7,068.78	105,158
Tree Services	61226	20,000	(528.81)	20,528.81	-3%	-	20,000
Collection Services	61380	1,955	1,945.50	9.50	100%	-	1,955
Miscellaneous Services	61485	500	62.93	437.07	13%	-	500
Fees/Administration	61510	13,860	7,700.00	6,160.00	56%	1,100.00	13,860
Postage And Delivery Charges	61520	1,500	-	1,500.00	0%	-	-
Broadband - Signs	61531	-	600.00	(600.00)	0%	-	600
Building Security Expenses	61560	1,500	-	1,500.00	0%	-	1,500
Light Power Service	62030	8,000	1,700.39	6,299.61	21%	410.18	8,000
Water/Wastewater Service	62035	38,000	16,813.28	21,186.72	44%	540.38	38,000
Bldgs And Grounds Maintenance	63010	17,500	4,267.29	13,232.71	24%	1,066.83	17,500
Pond Maintenance-Aquatic	63038	4,500	2,649.66	1,850.34	59%	355.12	4,500
Pond Maintenance-Equipment	63039	5,000	-	5,000.00	0%	-	5,000
Irrigation System Maintenance	63065	10,000	7,390.72	2,609.28	74%	1,318.46	10,000
Roadway Markings/Signs Maint	63115	2,000	-	2,000.00	0%	-	2,000
Playgrounds/Picnic Areas Maint	63135	7,500	-	7,500.00	0%	-	7,500
Decorative Lighting Maintenanc	63146	10,000	-	10,000.00	0%	-	10,000
Concession Std/Restroom Maint	63190	6,000	5,157.80	842.20	86%	1,817.33	6,000
Property Insurance Premium	64080	2,500	2,432.00	68.00	97%	-	2,432
Liability Insurance Premium	64090	12,000	10,602.32	1,397.68	88%	-	10,602
Fencing	68061	368,616	221,169.91	147,446.09	60%	-	368,617
Construction Miscellaneous	68151	-	-	-	0%	-	-
Signs	68390	-	-	-	0%	-	-
Lease Payment (Cameras)	68901	28,000	-	28,000.00	0%	-	28,000
Lease Interest Expense	91000	-	-	-	0%	-	-
Total Expenditures	750,089	365,351.66	384,737.34	49%	13,693.90	743,723.84	
Ending Resource Balance	79,084	476,980.52				108,130.75	

High Hawk Public Improvement District

These are High Hawk PID assessments collected from PID residents to pay for PID maintenance.