



AGENDA
FLOWER MOUND PARKS BOARD
REGULAR MEETING
DECEMBER 6, 2018
FLOWER MOUND TOWN HALL
2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS
6:30 P.M.

AN AGENDA INFORMATION PACKET IS AVAILABLE FOR PUBLIC INSPECTION
ONLINE AT WWW.FLOWER-MOUND.COM/AGENDA/AGENDA.PHP

All pagers and cell phones must be turned off in the Council Chambers.

A. CALL REGULAR MEETING TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG
"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PRESENTATIONS

- Overview of the Rheudasil Park Master Plan

E. PUBLIC COMMENTS

Please fill out an "Appearance before Parks Board" form in order to address the Board, and turn the form in prior to Public Comments to Administrative Secretary Jade Olson. Speakers are normally limited to three minutes. Time limits can be adjusted by the Chair to accommodate more or fewer speakers.

The purpose of this item is to allow the public an opportunity to address the Parks Board on issues that are not the subject of a public hearing. Any item requiring a Public Hearing will allow the public to speak at the time that item appears on this agenda as indicated as a "Public Hearing". Parks Board members may not deliberate and may only cite facts or current policy in response to public comments. Issues regarding daily operational or administrative matters should first be dealt with at the administrative level by calling the Parks and Recreation Division at 972.874.6300 during business hours.

F. DIRECTOR'S REPORT

- Update and status report related to Parks and Recreation issues.

G. CONSENT AGENDA – Consent Items

This agenda consists of non-controversial or "housekeeping" items required by law. Items may be removed from the Consent Agenda by any Board member by making such request prior to a motion and vote on the Consent Agenda.

1. Consider approval of the minutes from a regular meeting of the Parks Board held on November 1, 2018.

H. REGULAR ITEMS

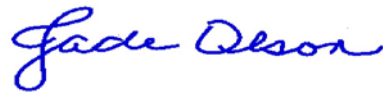
2. Consider recommending approval for Town Council consideration the renaming of Leonard Johns Community Park as Helen and Leonard Johns Community Park.
3. Consider recommending approval for Town Manager consideration an agreement with the Chimney Rock Home Owner's Association allowing for a fence and gate to be placed across the Town's public equestrian easement located within their development.

I. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

- The next regular meeting of the Parks Board is scheduled for January 3, 2019.

J. ADJOURN REGULAR MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board in Town Hall of the Town of Flower Mound, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: December 3, 2018 at 5:00 P.M. at least 72 hours prior to the scheduled time of said meeting.



Jade Olson, Administrative Secretary

The Flower Mound Town Hall and Council Chambers are wheelchair accessible. Requests for accommodations or interpretative services must be made at least 48 hours prior to this meeting by contacting Jade Olson, Administrative Secretary at (972) 874-6425.



PARK BOARD AGENDA ITEM NO. 1

CONSENT ITEM

DATE: December 6, 2018

FROM: Jade Olson, Administrative Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Parks Board held on November 1, 2018.

BACKGROUND INFORMATION: The Parks Board held a regular meeting November 1, 2018.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes from the November 1, 2018 Regular Meeting of the Park Board

DRAFT MOTION: Move to approve as presented in the agenda caption.

THE TOWN OF FLOWER MOUND PARKS BOARD REGULAR MEETING HELD ON THE 1st DAY OF NOVEMBER 2018, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:30 P.M.

The Parks Board met in a regular session with the following members present:

Gloria Jones	Place 1 – Chair
Allen Pichon	Place 2
Teresa Thomason	Place 3 – Vice Chair
Rick Kenyon	Place 4
Jodi Seay	Place 5
Mark Mayer	Place 6
Ike Winfield	Place 7
Andrew Cummings	Place 8 – Alternate
Jennifer Romaszewski	Place 9 – Alternate
Dale Olson	Place 10 – Alternate

The following members of Town Staff were in attendance:

Chuck Jennings	Director of Parks and Recreation
Clayton Litton	Parks Superintendent
Kari Biddix	Park Development Manager
John Habern	Park, Trails and Landscape Specialist
Mark Long	Recreation Superintendent
Michael Davenport	CAC Manager
Matt Chutchian	Athletics Supervisor
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
JP Walton	Assistant to the Town Manager
Jade Olson	Administrative Secretary

- A. CALL REGULAR MEETING TO ORDER – 6:30 P.M.**
- B. INVOCATION – Grace Sherrill**
- C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG**
- D. PUBLIC COMMENTS**

N/A
- E. DIRECTOR’S REPORT**

Chuck Jennings, Director of Parks and Recreation reported the following:

- Our department took home three awards during the recent Texas Recreation and Park Society (TRAPS) North Region conference in Rockwall. Each year, the TRAPS North Region recognizes and honors Parks and Recreation departments across North Texas. Flower Mound Parks and Recreation was recognized with the following awards:
 - o Recreation Facility Design Excellence Aware – Twin Coves Park

- o Park Professional of the Year – Gary Sims (Flower Mound's Executive Director of Community Services, now retire)
 - o Promotional Award – Independence Fest
- Aging park signs were replaced at Lawson Park, Spring Meadow Park, and Prairie Creek Park.
- Plants were removed at Town Hall and installed in the monument sign flower bed on 1171 and Kirkpatrick Lane, along Lake Forest and at Heritage Park.
- The Hound Mound was over seeded with rye grass and it has already started to grow. This will help protect the Bermuda grass from damage while it is dormant.
- Environmental Services' Arbor Day celebration will be on Saturday, November 3 from 9 a.m. to noon at Green Acres Farm Memorial Park. There will be tree giveaways, an "Ask the Arborist" Q&A session, along with a tree planting and mulch demonstration at 11:15 a.m. This is also the perfect way to celebrate the 25th consecutive year Flower Mound was recognized as a Tree City USA community.
- ArtParty 2018, Friday, November 2, 5-7 p.m. The ArtParty will feature art exhibits, musical performances, and art demonstrations. A sneak preview of the Heritage Park nature trail bronze animal sculptures will be on display. Food will be available for purchase from the Easy Slider Food Truck.
- A Professional Services agreement with Kimley-Horn and Associates is on the next Town Council agenda to provide design, surveying, and construction documents for Bakersfield Park restrooms and walkway.

Mark Long, Recreation Superintendent reported the following:

- There are three Veteran's Day events coming up over the next week:
 - o Veteran's Day Ceremony will take place this Sunday, November 4 at Flower Mound High School from 1 p.m. to 2 p.m. The event will include hot dogs from the Summit Club, military vehicles on display, proclamation by Council Member Kevin Bryant, Keynote speaker retired Marine Corps Lt. Col. Mark Roy, and Service Flag Review Parade with FMHS ROTC, local Boy Scouts, and local Girl Scouts
 - o Veteran's Relay will be held next Friday, November 9. The event will start at the CAC and runners will carry a flag on a course throughout the Town. A small reception will take place shortly after the event at the CAC.
 - o On Friday, November 9, the Flower Mound SIMS will honor Veterans with the annual Veteran's Day Lunch. There will be a patriotic musical program by Rhonda Medina.
- The SIM program held its annual Arts and Craft Fair last Saturday. The fair had 50 vendors and over 600 visitors attended. The SIM Advisory Board rose over \$2,000.00 through the sale of raffle tickets, concessions, and baked goods.
- The SIM's Thanksgiving Luncheon takes place on November 15 and 16. The event is so large they have added an additional date. SIM will be collecting non-perishable food items for the CCA Food Pantry during the lunch.
- All associations and Town run leagues have been adversely affected by the wet conditions. Currently all associations are playing make-up games throughout the week.
- FMYSA will host the 12th Annual Toy Tournament November 10 – 11 at Bakersfield Park. The associations will be collecting toys for the 94.9 KLTY Christmas Wish Program run by a Flower Mound association.

- Registration for the winter basketball leagues is currently being accepted online and in person through November 18. The league will start on Sunday, December 2.
- The Dorothy's Dash 5K and Kids K will take place on Saturday, November at Flower Mound High School. Registration will be accepted through the day of the race. Net proceeds will benefit the Texas Chapter of MS Society in Dorothy Walkup's honor.
- The Christmas Parade of Lights and Tree Lighting will be held on December 8 at Gerault Park and CAC. The theme this year is the Twelve Days of Christmas. Float applications will be accepted through November 23 by 5 p.m.
- There are Christmas Events coming up including Breakfast with Santa on December 1 at the CAC. The event will have two time slots, 8 a.m. to 9 a.m. or 9:30 a.m. to 10:30 a.m. and is for ages newborns to 10 year's old. There will also be a Gingerbread House Decoration on December 1 at the CAC from 2 p.m. to 4 p.m. and all ages are welcome.
- Staff is currently in the second round of interviews for the Twin Coves Park Manager and hope to make an offer in the next week.
- Based on predictions from the Corps of Engineers staff began removing picnic tables, barbecue pits, fire rings, and electrical pedestals that are likely to be affected.
- Staff closed RV sites 1 – 18 and moved all RV rentals out due to lake levels. All reservations have been canceled through Thanksgiving. The lake was closed due to the lake cresting the main road.

Kari Biddix, Park Development Manager reported the following:

- A site visit has been scheduled for November 13 at Canyon Falls to go over the master plan and the next steps in the design process.
- The Professional Services Agreement for Rheudasil Park design was accepted by Town Council. There will be an information meeting at the December Parks Board meeting.
- The Bella Lago Park Professional Services Agreement is going to the December 17 Town Council meeting.
- The Pink Evening Primrose trail segment 1 is 90% complete.
- Heritage Park Phase IV is still under construction. The anticipated completion date is set for March 2019.
- Spring Lake Park is receiving new signage and amenities.

F. CONSENT AGENDA

1. **Consider approval of minutes from a regular meeting of the Parks Board held on October 4, 2018.**

Board Deliberation

Board member Pichon moved to approve as presented in the agenda caption. Vice Chair Thomason seconded the motion.

VOTE ON THE MOTION

AYES: Pichon, Kenyon, Seay, Thomason, Mayer, Winfield

NAYS: None

G. REGULAR ITEMS

- 2. Consider recommending for Town Manager consideration an amended agreement with the Greater Lewisville Area Soccer Association (GLASA) for the addition of adult soccer leagues.**

Staff Presentation

Matt Chutchian – Athletics Supervisor

Board Deliberation

Board member Kenyon moved to approve as presented in the agenda caption. Board member Mayer seconded the motion.

VOTE ON THE MOTION

AYES: Winfield, Mayer, Thomason, Seay, Kenyon, Pichon

NAYS: None

- 3. Public Hearing to consider recommending for Town council consideration, Standards of Care for Youth Recreation Programs operated by the Town, in accordance with the Texas Human Resources Code – Section 42.041 and to adopt an ordinance providing for said Standards.**

Staff Presentation

Michael Davenport – CAC Manager

Board Deliberation

Board member Seay moved to approve as presented in the agenda caption. Board member Thomason seconded the motion.

VOTE ON THE MOTION

AYES: Pichon, Kenyon, Seay, Thomason, Mayer, Winfield

NAYS: None

H. RECESS REGULAR MEETING

I. CALL WORK SESSION TO ORDER

J. WORK SESSION ITEMS

- 4. Review and discuss appointment of a Parks Board committee whose charge is to review the naming request and make a recommendation for renaming Leonard John's Park.**

Chair Gloria Jones, Alternate Board Member Dale Olson and Alternate Board Member Andrew Cummings were appointed.

5. Presentation and discussion of amending the Town's Park Land Dedication ordinance in order to establish park/open space standards for multi-family uses.

Staff Presentation

Tommy Dalton – Assistant Town Manager
JP Walton – Assistant to the Town Manager

Tommy Dalton gave a presentation to the Parks Board regarding proposed changes to the Park Land Dedication ordinance as it relates to park/open space standards for multi-family uses. Mr. Dalton received feedback and comments from the Board which will be considered as the new standards are further developed.

M. COORDINATION OF CALENDARS AND FUTURE AGENDAS/MEETINGS

- The next Parks Board Special Meeting is scheduled for December 6, 2018.

N. ADJOURNMENT

Board Member Kenyon made a motion to adjourn the meeting. Board member Mayer seconded the motion.

Chair Gloria Jones adjourned the Regular Meeting at 8:37 p.m.

TOWN OF FLOWER MOUND, TEXAS

ATTEST:

Gloria Jones, Chair

Jade Olson, Administrative Secretary



Parks Board AGENDA ITEM NO. 2

DATE: December 6, 2018

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: **Consider recommending approval for Town Council consideration the renaming of Leonard Johns Community Park as Helen and Leonard Johns Community Park.**

Background Information: The naming or renaming of Town parks is the responsibility of the Parks Board. The process for determination of a name for recommendation to the Town Council is specified in Town Ordinance Sec. 54-1. The 31.15 acre park was acquired in 1985 as Community Center Park and was renamed in 1990 after Leonard Johns who served as Chairman of the Parks Board and as a Town Council member. At the October 1, 2018 regular meeting, Angie Cox requested that the Board consider renaming the park to include Leonard's wife Helen in the name.

Ms. Johns was an active member in Flower Mound and was well known for helping start the Women of Flower Mound back in 1975. She helped start the Easter Sunrise Service at the Mound, assisted with the Sweet Flower Mound historical book, participated in the presentation for a new library in February of 2000, and has volunteered many hours with Keep Flower Mound Beautiful.

At the November 1, 2018 regular meeting, the Chair of the Parks Board appointed a committee that was tasked with considering the request and developing a recommendation for the Board to consider. The committee consisted of board members Gloria Jones, Andrew Cummings, and Dale Olsen. The committee met on November 28, 2018, at the O&M Building to discuss the request. After carefully considering all of the information provided, the committee recommends that the Board consider renaming the park to Helen and Leonard Johns Community Park.

If approved, the Parks Board naming recommendation will be sent to the Town Council for consideration at their December 17, 2018, Regular meeting.

Fiscal Impact: N/A

Legal Issues: N/A

Attachment:

1. Naming Request letter from Angie Cox

Draft Motion: Move to approve as presented in the agenda caption.

November 26, 2018

To Whom It May Concern;

I apologize I cannot be there in person tonight but wanted to send this letter regarding your consideration for a park name change from Leonard Johns Park to Helen and Leonard Johns Park. Both Helen and Leonard were very active members in Flower Mound.

Helen helped start the Easter Sunrise Service on the Mound in conjunction with the Mound Association. She assisted with the book Sweet Flower Mound Land by conducting many interviews and recordings for the historical book. She participated in the presentation for the new Flower Mound Library in February 2000. She also volunteered for many clean ups with Keep Flower Mound Beautiful.

She is well known for her involvement and starting the Women of Flower Mound back in 1975. The Women of Flower Mound is a strong organization that does many activities with the Town and helps provide scholarships for graduating seniors.

You can see that Helen was very active and involved in her community and would be so deserving and fitting for the Town to have both Leonard and Helen recognized at the Park together. Helen has a bench there that was recently purchased by the Women of Flower Mound and Keep Flower Mound Beautiful to memorialize Helen and her contribution to the Town of Flower Mound.

Thank you for your consideration.

Sincerely;

Angie Cox

Resident

7616 Emerson Lane

Flower Mound TX 75022



PARKS BOARD MEETING AGENDA ITEM NO: 3

DATE: December 6, 2018

FROM: Chuck Jennings, Director of Parks and Recreation

ITEM: **Consider recommending approval for Town Manager consideration an agreement with the Chimney Rock Home Owner's Association allowing for a fence and gate to be placed across the Town's public equestrian easement located within their development.**

Background Information: At the August 2, 2018, Parks Board meeting Chimney Rock HOA Board member David Rosselli and several residents from the neighborhood spoke to the Board during public participation. The residents were requesting that the Parks Board consider allowing the HOA to install an unlocked gate which would connect to the existing fence along an equestrian trail easement. They indicated that the gate is needed by the HOA to help minimize feral hog activity within the neighborhood. Mr. Rosselli provided a presentation which outlined their request and the justification for adding the gate.

The addition of the gate requires Parks Board approval. An excerpt from the Code of Ordinances states:

- **Sec. 54-71. - Definitions.**

Public park or recreation facility (when used together or separately) means all parks, playgrounds, recreation facilities and recreational areas owned, leased, operated or under the control of the town. The term "public park or recreation facility" includes, but is not limited to, all multiuse and/or multipurpose or equestrian linear trail systems, athletic fields, gymnasiums, tennis courts, natural areas and/or open spaces, and other similar playground, athletic and/or recreational facilities owned, leased and/or operated by the town.

- **Sec. 54-72. - Enumeration of prohibited acts.**

(n) *Construction.* It shall be unlawful for any person to build, construct or place any structure or improvement, temporary or permanent, in any public park without the written consent and approval of the town's parks board.

At the September 6, 2018 regular meeting, an agenda item was presented to the Board asking for approval or denial of the gate. Staff presented the Board with background information on the request and invited Bradley Anderle from the Town's Attorney's office to speak about any liability concerns related to the installation and use of the gate. A motion was made requesting that Town staff work with the equestrians and the HOA to come up with a resolution that's favorable to both sides and bring back an agreement before the Board for review and approval. Staff consulted with a representative from the Cross Timbers Equestrian Trail Association on the type of gate, size, and latch that would be acceptable. The draft agreement was provided to the HOA in October for their review and input. The agreement covers many aspects such as: financial responsibility, insurance, construction, maintenance, signage, indemnification, and contract terms.

FISCAL IMPACT: N/A

LEGAL REVIEW: Bradley Anderle of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality.

ATTACHMENTS:

1. Proposed Agreement
2. August Presentation from Chimney Rock HOA

DRAFT MOTION: Move to approve as presented in the agenda caption.

AGREEMENT

This **AGREEMENT** ("Agreement") is made and entered into to be effective this ___ day of _____, 2018, by the Town of Flower Mound, Texas (the "Town") and Chimney Rock Home Owner's Association (the "HOA"). The HOA and the Town are individually referred to as a "Party" and collectively, the "Parties".

1. RECITALS

1.1 **WHEREAS**, the RECITALS contained in this Section 1 are true and correct, are incorporated as part of this Agreement for all purposes, and establish the basis upon which the Parties entered into this Agreement; and

1.2 **WHEREAS**, the Town of Flower Mound (the "Town") owns an equestrian trail easement that runs through the Chimney Rock Subdivision, an Addition to the Town of Flower Mound, Denton County, Texas; and

1.3 **WHEREAS**, the Chimney Rock Home Owner's Association (the HOA") has requested that the Town install a gate across the equestrian trail easement to prevent wildlife, specifically wild hogs, from entering the Chimney Rock Subdivision and damaging the property of the residents; and

1.4 **WHEREAS**, in exchange for the benefit from having the fence and gate across the equestrian trail easement, the HOA is willing to pay the costs of designing, constructing, maintaining and repairing the fence and gate; and

1.5 **WHEREAS**, the Town desires to install an equestrian gate across the equestrian trail easement to accommodate the needs of the HOA while maintaining the purpose and usefulness of the equestrian trail easement; and

1.6 **WHEREAS**, the Town and the HOA believe the terms of this Agreement provides benefits to both Parties and accomplishes the purposes of both Parties.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

2. PROMISES OF THE PARTIES

2.1 The Town's Promises. The Town agrees to install an equestrian gate in the fence that currently exists across the Town's equestrian trail easement across the Chimney Rock Subdivision, an Addition in the Town of Flower Mound, Texas. The referenced fence is shown in the photograph attached to this Agreement as Exhibit A, which is incorporated herein for all purposes, and the location of the referenced fence is shown on the survey attached to this Agreement as Exhibit B, which is incorporated herein for all purposes.

2.2 The HOA's Promises. The HOA agrees to pay all costs related to the design, installation, maintenance and repair of the equestrian gate and fence for so long as the fence and equestrian gate are maintained across the equestrian trail easement.

2.3 Ownership of Easement. The HOA and the Town agree that this Agreement does not convey to the HOA any right or interest in any property or in the equestrian trail easement owned by the Town. The HOA and the Town agree that the Town shall retain all rights and control over the equestrian trail easement, including the right to remove the fence, the equestrian gate, and any other improvements from the equestrian trail easement at any time and for any reason, without providing notice to or consulting with the HOA.

2.4 Ownership of Improvements. The HOA and the Town agree that the fence, the equestrian gate, and any other improvements installed in the equestrian trail easement are the property of the Town and belong solely to the Town. The HOA and the Town agree that the Town shall have the right to control the fence, the equestrian gate, and any other improvements within the equestrian trail easement at all times.

3. CONSTRUCTION AND MAINTENANCE OF FENCE AND GATE

3.1 Design of Fence and Equestrian Gate. The Town agrees to construct and the HOA agrees to pay the cost of design, construction, maintenance and repair of an equestrian gate and fence as depicted in the photograph attached to this Agreement as Exhibit C, which is incorporated into this Agreement for all purposes.

3.2 Construction of Equestrian Gate. After execution of this Agreement, the Town shall obtain three bids for construction of the equestrian gate from fencing contractors with the necessary skill to construct the desired gate. Upon selecting a contractor to construct the equestrian gate, the Town shall give notice to the HOA of the amount of the bid. The HOA shall then pay the amount of the bid plus five percent (5%) to the Town to be held in escrow to pay for the construction of the equestrian gate. The Town is under no obligation to perform any work until the Town has received the necessary payment from the HOA. The Town shall use the funds paid by the HOA to pay the contractor to construct the equestrian gate. If the cost of the construction exceeds the amount paid into escrow by the HOA, the HOA shall pay to the Town the additional amount within five (5) days of receiving notice of the additional amount. After the construction of the equestrian gate is completed and all associated costs have been paid, the Town shall refund any remaining funds being held in escrow to the HOA. If any unexpected costs are incurred by the Town related to the construction of the equestrian gate, the Town may provide notice of the unexpected costs to the HOA, and the HOA shall pay the amount of the unexpected costs to the Town within thirty (30) days of receiving notice of the unexpected costs.

3.3 Maintenance or Repair of Fence and Equestrian Gate. If it becomes necessary for maintenance or repairs to be done to the fence or the equestrian gate, the Town may obtain a bid for the performance of the maintenance or repairs. Upon selecting a contractor to perform the maintenance or repairs, the Town shall give the HOA notice of the amount of the bid. The HOA shall then pay to the Town the amount of the bid plus five percent (5%) to be held in escrow to pay for the costs of the maintenance or repairs. The Town is under no obligation to perform any work until the Town has received the necessary payment from the HOA. The Town shall use the funds paid by the HOA to pay the contractor to perform the maintenance or repairs. If the cost of the maintenance or repairs exceeds the amount paid into escrow by the HOA, the HOA shall pay to the Town the additional amount within five (5) days of receiving notice of the additional amount. After the completion of the maintenance or repairs and all associated costs have been paid, the Town shall refund any remaining funds being held in escrow to the HOA. If any unexpected costs are incurred by the Town related to the maintenance or repairs of the fence or equestrian gate, the Town may provide notice of the unexpected costs to the HOA, and the HOA shall pay the amount of the unexpected costs to the Town within thirty (30) days of receiving notice of the

unexpected costs.

3.4 Signage. The design of the equestrian gate shall include signage, to be approved in the sole discretion of the Town, which advises that the trail is a public equestrian trail easement that is open to the public, that it is lawful for the public to proceed through the gate, and requests that the gate be closed after passing through.

3.5 Work in Easement. This Agreement does not grant or convey any right to the HOA to perform any work or to install any improvement within the equestrian trail easement. Any and all work to be completed pursuant to this Agreement shall be done in the sole discretion and at the sole direction of the Town.

4 TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence on the effective date stated in the introductory paragraph of this Agreement and shall continue until terminated by one of the Parties to this Agreement.

4.2 Termination by Town. The Town may terminate this Agreement at any time and for any reason by giving notice to the HOA. If the Town terminates this Agreement, the Town shall stop all work related to the fence and equestrian gate immediately. The Town shall apply any funds held in escrow to pay for all costs incurred as of the date of termination, and the Town shall refund any remaining funds to the HOA. The HOA's obligation to pay the Town for any costs incurred by the Town related to the design, construction, or maintenance of the fence and equestrian gate under the terms of this Agreement shall survive the termination of this Agreement.

4.3 Termination by HOA. The HOA may terminate this Agreement at any time by giving notice to the Town. If the HOA terminates this Agreement, the Town shall apply any funds held in escrow to pay for all costs incurred as of the date of termination, and the Town shall refund any remaining funds to the HOA. If the HOA terminates this Agreement while there is construction or maintenance being performed on the fence or equestrian gate, the Town may choose whether to stop work immediately or complete the current construction or maintenance. If the Town chooses to complete the current construction or maintenance work, the Town may use any funds held in escrow to pay all of the costs of the current construction and maintenance work, including those incurred after termination by the HOA. The HOA's obligation to pay the Town for any costs incurred by the Town related to the design, construction, or maintenance of the fence and equestrian gate under the terms of this Agreement shall survive the termination of this Agreement.

5 ADDITIONAL PROVISIONS

5.1 Insurance. The HOA shall, at its sole cost and expense and at all times during the term of this Agreement, procure and maintain general liability insurance (including personal injury and property damage) in a minimum amount of \$1,000,000 that would cover any liability arising from the presence or use of the fence and equestrian gate in the equestrian trail easement. The Town shall be named as an additional insured under the above-described policy, and such policy shall contain shall contain endorsements waiving subrogation rights against the Town and providing that such policy may not be cancelled unless the Town is provided with written notice of such intent to cancel at least thirty (30) days prior to any such cancellation. Such insurance policy shall be procured from a company authorized to do business in the State of Texas and shall be satisfactory to the Town. The HOA shall provide evidence satisfactory to the Town that such coverage has been procured and is being maintained at all times during the term of this

Agreement.

5.2 Indemnification.

5.2.1 THE HOA COVENANTS TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE TOWN OF FLOWER MOUND, ITS OFFICERS, EMPLOYEES, OR AGENTS ("INDEMNITEES") FROM, AND AGAINST, ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, COSTS, LIABILITIES, EXPENSES, AND JUDGMENTS RECOVERED FROM OR ASSERTED AGAINST TOWN ON ACCOUNT OF INJURY OR DAMAGE TO PERSON OR PROPERTY LOSS OR DAMAGE OF ANY KIND WHATSOEVER, TO THE EXTENT ANY DAMAGE OR INJURY MAY BE INCIDENT TO, ARISE OUT OF, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE CONSTRUCTION, USE, OPERATION, MAINTENANCE, ALTERATION, REPAIR, OR REMOVAL OF THE FENCE, EQUESTRIAN TRAIL EASEMENT, OR ANY OTHER IMPROVEMENTS CONSTRUCTED WITHIN THE EQUESTRIAN TRAIL EASEMENT PURSUANT TO THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT.

5.2.2 THE HOA COVENANTS AND AGREES THAT IF THE TOWN IS MADE A PARTY TO ANY LITIGATION AGAINST THE HOA OR ANY LITIGATION COMMENCED BY ANY PARTY, OTHER THAN THE HOA, RELATING TO THIS AGREEMENT, THE HOA SHALL, UPON RECEIPT OF REASONABLE NOTICE REGARDING COMMENCEMENT OF LITIGATION, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND THE TOWN IN ALL ACTIONS, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, AND ACTIONS.

5.3 Captions and Headings. The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

5.4 Notices. Any notice or communication (a "Notice") required by or given in connection with this Agreement shall be in writing and shall be deemed given: (1) five business days after the Notice is deposited with the US Postal Service for delivery by CERTIFIED MAIL RETURN RECEIPT REQUESTED to the addresses set forth below; or (2) when delivered to the addresses set forth below by a nationally recognized delivery service (e.g., UPS or FedEx) with evidence of delivery signed by any person at the delivery address whether or not such person is the named recipient of the Notice.

If to the Town: **Town of Flower Mound, Texas**
Attn: Town Manager
2121 Cross Timbers Road
Flower Mound, Texas 75028

With a copy to: Taylor, Olson, Adkins, Sralla & Elam, LLP
Attn: Bryn Meredith, Town Attorney
6000 Western Place, Suite 200
Fort Worth, Texas 76107

If to the HOA: Chimney Rock Home Owner's Association

Attn: _____

With a copy to:

Attn: _____

5.5 Applicable Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

5.6 Default. No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than ten (10) days after written notice of the alleged failure has been given).

5.7 Attorneys' Fees. In the event any Party initiates or defends any legal action or proceeding against the other Party to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees, including its reasonable costs and attorneys' fees on any appeal. Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement and the parties agree that this Agreement is not subject to Subchapter 1 of Chapter 271 of the Texas Local Government Code.

5.8 Assignment. Except as provided in this section, neither Party may assign, in whole or in part, its rights or obligations under this Agreement without the prior written consent of the other Party, which consents shall not be unreasonably withheld, delayed, or conditioned.

5.9 Entire Agreement. This Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior agreements, oral or written, with regard to the subject matter hereof. The provisions of this Agreement shall not be construed strictly for or against any Party.

5.10 Severability. In the event any provision of this Agreement is determined by any court to be unenforceable for any reason, the remainder of this Agreement, to the extent reasonably possible, shall remain in full force and effect as if such unenforceable provision had never been part of this Agreement.

5.11 Application of Town Ordinances. Except as otherwise provided in this Agreement, the Parties shall be subject to all applicable ordinances of the Town.

5.12 Exhibits. The following exhibits are attached to and made a part of this Agreement for all purposes:

- | | |
|------------------|--|
| 5.12.1 Exhibit A | Photograph of existing fence in equestrian trail easement |
| 5.12.2 Exhibit B | Survey of equestrian trail easement depicting location of existing fence |
| 5.12.3 Exhibit C | Photograph of equestrian gate design |

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth in the introductory paragraph of this Agreement.

TOWN OF FLOWER MOUND, TEXAS

Jimmy Stathatos, Town Manager

ATTEST:

Theresa Scott, Town Secretary

Chimney Rock Home Owner's Association, a
Texas non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of _____, 2018, by
_____, _____ of Chimney Rock Home Owner's Association, on behalf
of said non-profit corporation.

Notary Public, State of Texas

My Commission Expires:

Exhibit A – Existing Fence in Trail Easement



Exhibit C – Equestrian Gate Design

Gate Style: Powder coated Metal (see pictures below)

Gate Size:

- Approx. 64" tall from ground
- Gate width Approx. 66" wide
- Opening 68" wide
- Top bar clearance from ground Approx. 98" (If needed for support)

Locking mechanism: Chain and hook (seen in picture below)





Chimney Rock HOA Request for Approval to Retain Gate

August 2, 2018

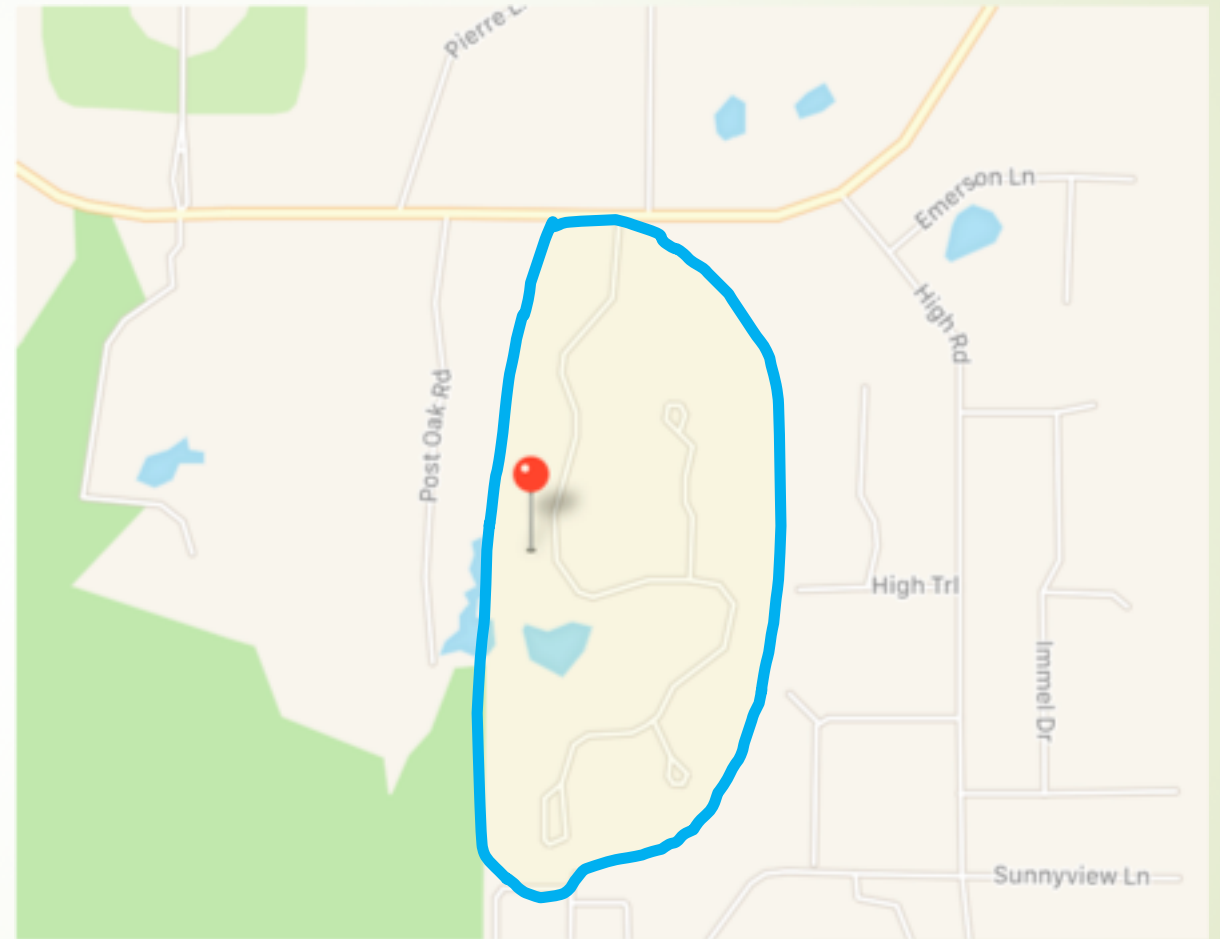
Overview of Today's Discussion

- Chimney Rock Neighborhood Overview
- Violation
- Purpose for Gate



Chimney Rock Community

- Located West of High Road and East of Post Oak Road.
- Conservation community
- 49 homes

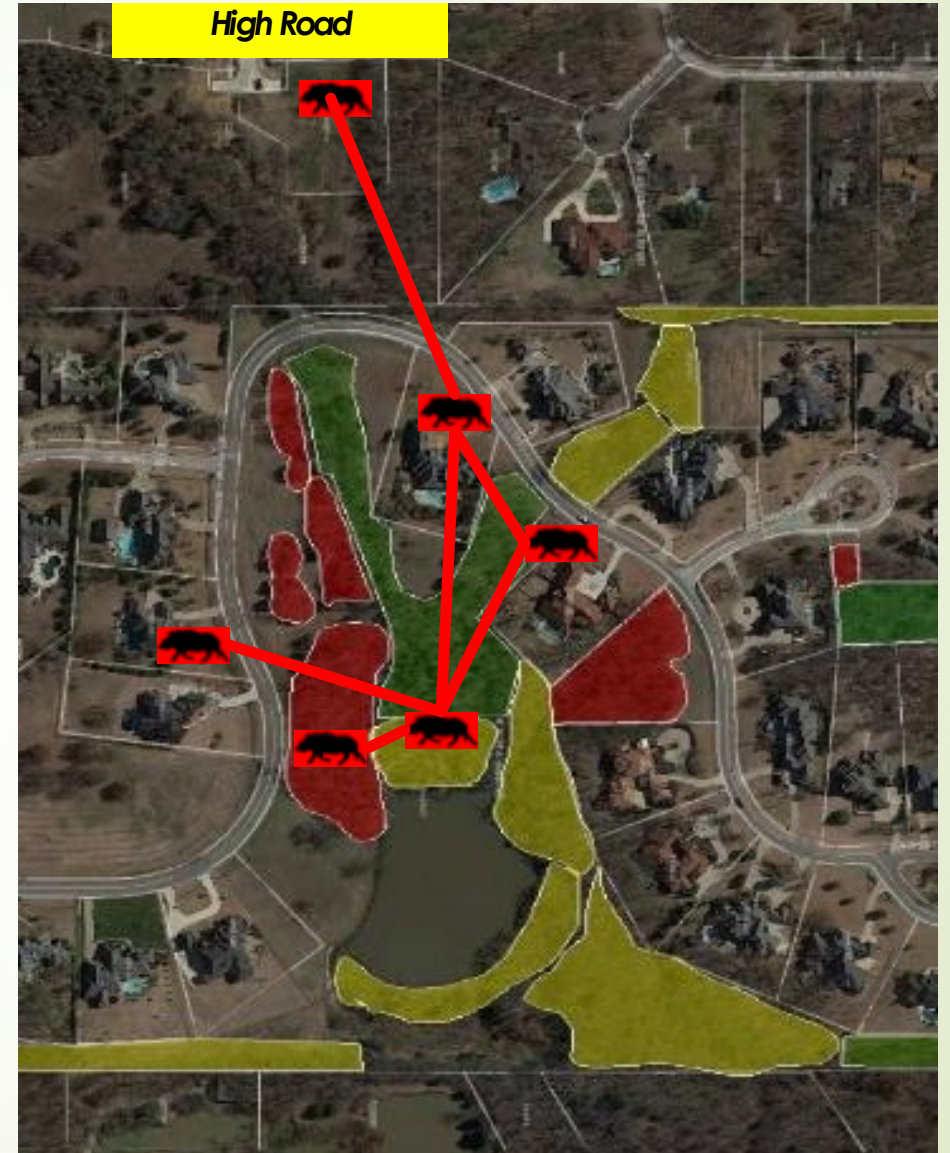


Feral hog problems

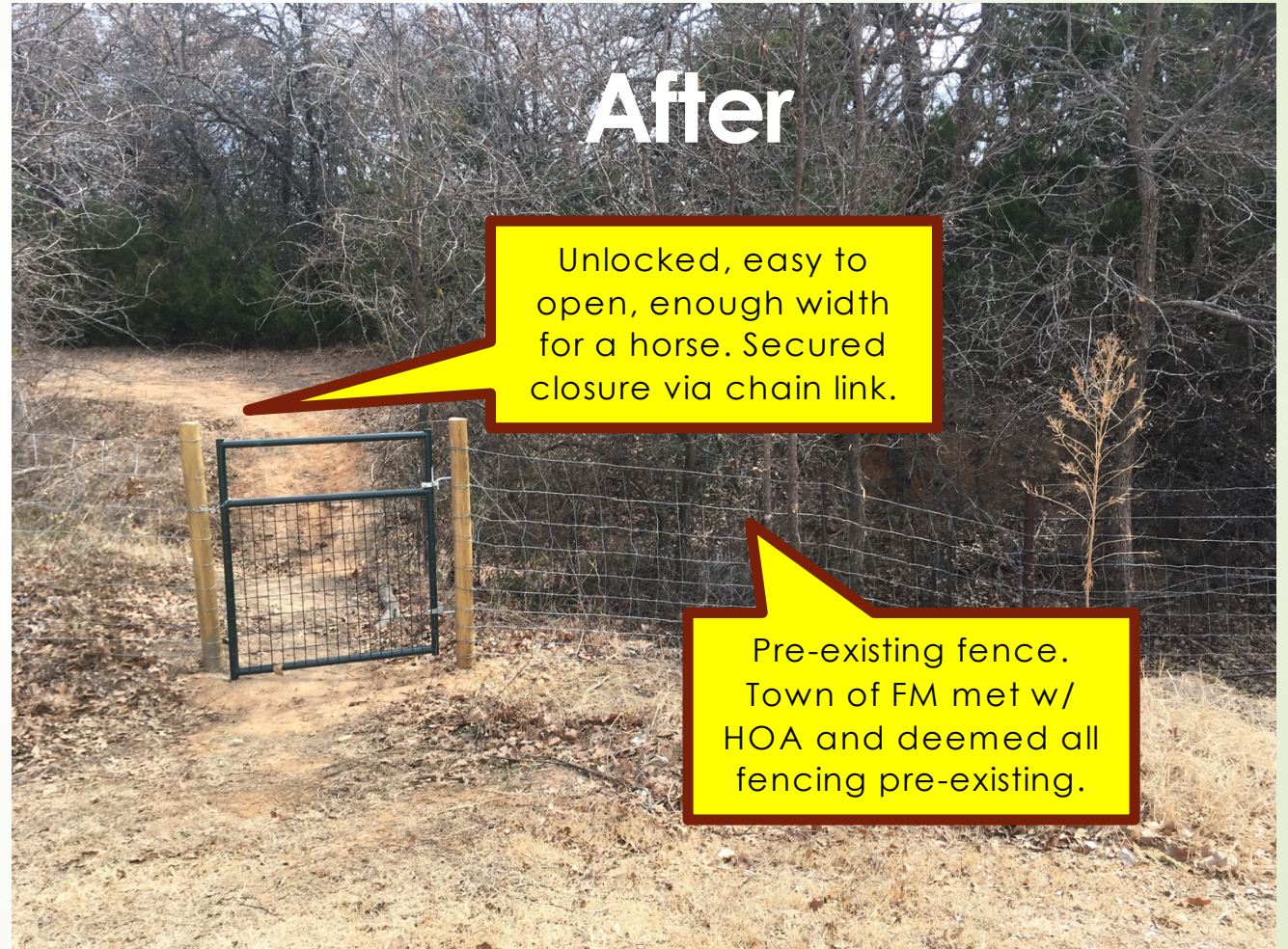
- Hog activity and trappings began in spring of 2016 (averaging over 30 hogs captured).
- In the fall of 2017 our neighborhood experienced significant damage from feral hogs.
- Protocol for the HOA is to contact the State of Texas (Texas Parks & Wildlife - TPWD) who would aid in trapping hogs and subduing hogs.
- Success of TPWD trapping hogs has been mixed – 2016 was successful, but 2017 was not.
- TPWD recommendation was that the only way to keep the hogs away would be to erect fencing.
- Being a conservation property, the HOA is opposed to building new fencing but did put a plan in place to stabilize existing fencing and also put in a highly accessible gate (as a preventative measure) to control hog access.
- Post triage of the fence and installation of gate, hog problems stopped.

Hog Damage

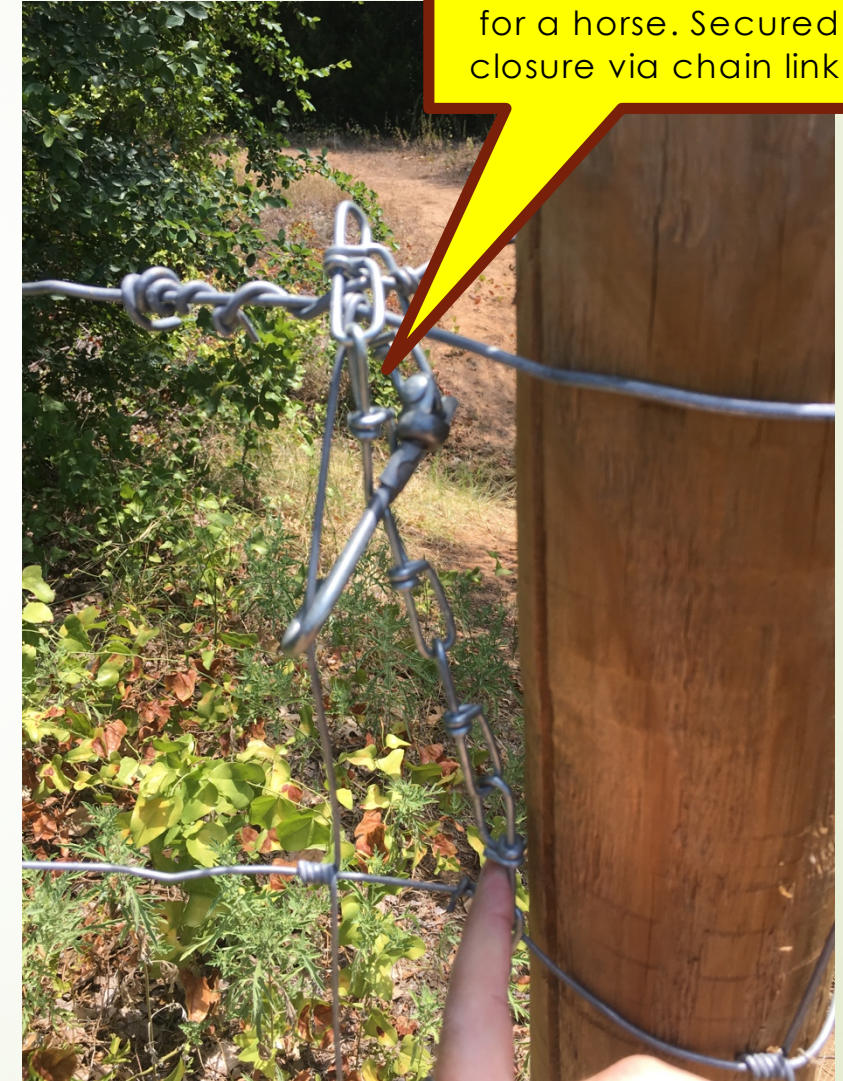
(3) Chimney Rock houses sustained massive and repeat lawn and landscaping damage as did conservation areas and one house behind Chimney Rock (accessible from High Road).



Triage of existing fence infrastructure and installation of Gate



Current picture as of 8/1/2018



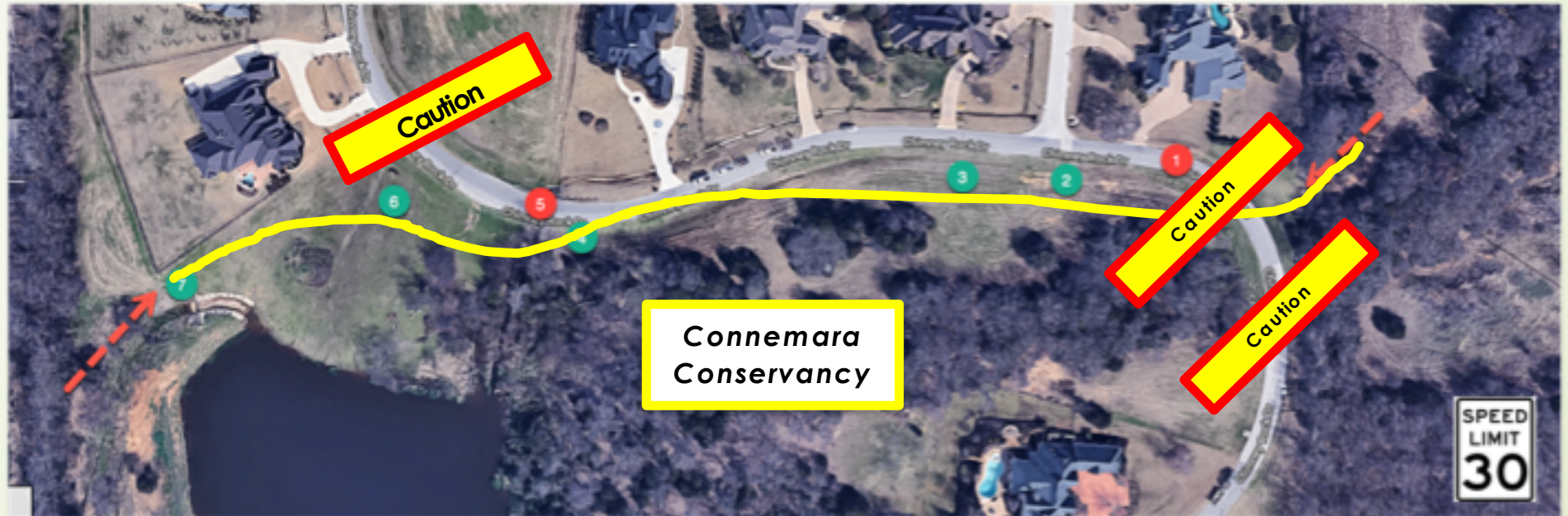
Unlocked, easy to open, enough width for a horse. Secured closure via chain link.

- 



Horse Trail

- Horse Riding Activity – According to neighbors along Chimney Rock Road, volume of horse riders is limited. Approximately (1) group per year.
- As noted by one neighbor, the group has veered off trail and onto Chimney Rock land.
- The Horse trail travels along a 30 MPH road with two low visibility turns (nearly 90 degree turns) – if there were to be an accident, does the Town of Flower Mound want to be liable?
- The gate installed allows access (need to dismount), provides a barrier for the hogs, and also a “safety” stop.
- The gate is not locked and is easily opened / closed.



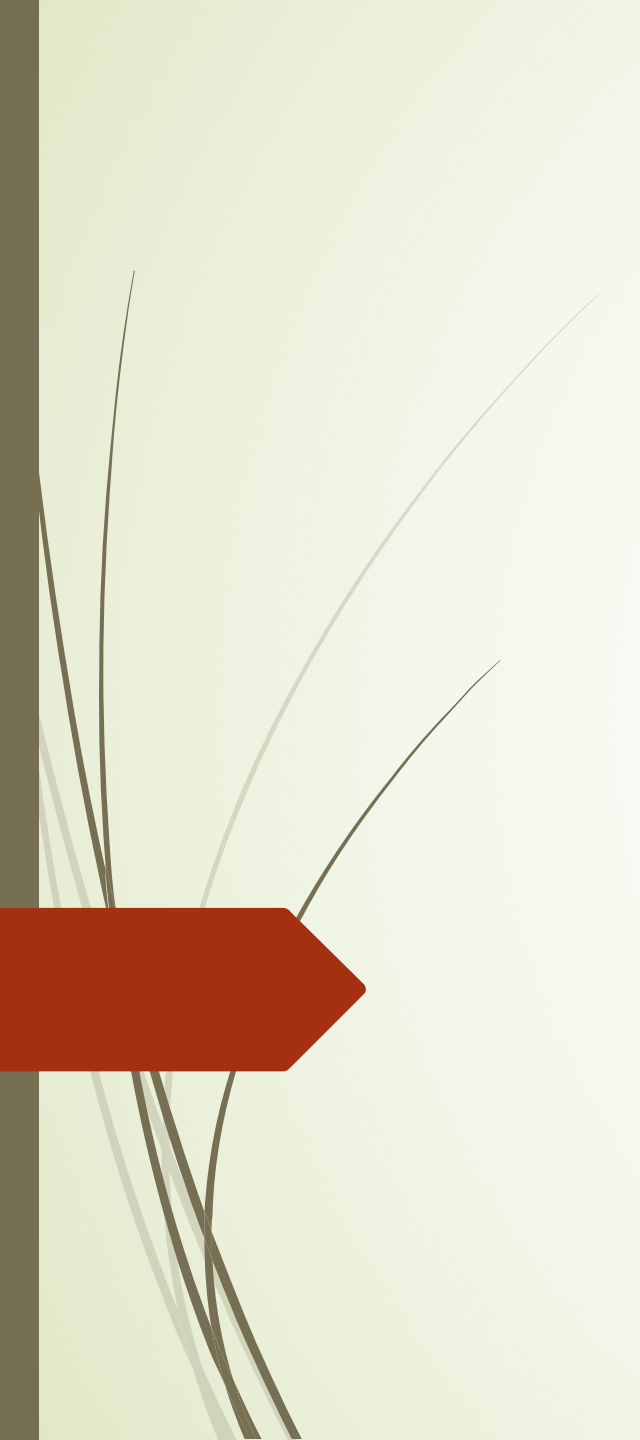
Army Corps of Engineers

- The HOA spoke to the Army Corps of Engineers on 8/1/2018
- Based upon this and past conversations, the Army Corps of Engineers has NO intent to complete the trail through to Grapevine Lake. Funding does not exist and give the amount of vegetation, the slope of land, etc. is too costly.



Summary

- Gate provides a barrier for hogs, but yet allows easy trail access
- Volume of horse riders is limited. Approximately (1) group per year
- Curve in Chimney Rock Road intersecting horse trail is dangerous and a potential liability
- No intent by Army Corps of Engineers to complete trail to Grapevine Lake
- The residents of Chimney Rock want the gate re-installed and believe there is an amicable solution.



Questions?