



CITY OF ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION AGENDA

Monday, December 09, 2024

Notice is hereby given that the Community Development Corporation of the City of Rollingwood, Texas will hold a meeting, open to the public, in the Municipal Building at 403 Nixon Drive in Rollingwood, Texas on December 09, 2024 at 5:30 PM. Members of the public and the Community Development Corporation may participate in the meeting virtually, as long as a quorum of the Community Development Corporation and the presiding officer are physically present at the Municipal Building, in accordance with the Texas Open Meetings Act. The public may watch this meeting live and have the opportunity to comment via audio devices at the link below. The public may also participate in this meeting by dialing one of the toll-free numbers below and entering the meeting ID and Passcode.

Link: <https://us02web.zoom.us/j/5307372193?pwd=QmNUbmZBQ1lwUjNjNmM5RnJreIRFUT09>

Toll-Free Numbers: (833) 548-0276 or (833) 548-0282

Meeting ID: 530 737 2193

Password: 9fryms

The public will be permitted to offer public comments via their audio devices when logged in to the meeting or telephonically by calling in as provided by the agenda and as permitted by the presiding officer during the meeting. If a member of the public is having difficulties accessing the public meeting, they can contact the city at mrodriguez@rollingwoodtx.gov. Written questions or comments may be submitted up to two hours before the meeting. A video recording of the meeting will be made and will be posted to the City's website and available to the public in accordance with the Texas Public Information Act upon written request.

CALL ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION MEETING TO ORDER

1. Roll Call

PUBLIC COMMENTS

Citizens wishing to address the RCDC for items not on the agenda will be received at this time. Please limit comments to 3 minutes. In accordance with the Open Meetings Act, RCDC is restricted from discussing or taking action on items not listed on the agenda.

CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the RCDC and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a Board Member has

requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.

[2.](#) Discussion and possible action on the minutes from the August 19, 2024 RCDC meeting

REGULAR AGENDA

- [3.](#) Discussion regarding intent to continue serving on the Rollingwood Community Development Corporation
- 4. Update on meetings with local developers including discussion on a representative committee to discuss concepts and consider funding conceptual designs
- 5. Discussion and possible action on a closer partnership with the Park Commission for prioritization execution of park and neighborhood projects
- [6.](#) Public hearing, discussion and possible action on RCDC Resolution 2024-12-09-06 authorizing funding for a park improvement project in Rollingwood Park for a tree planting project that will enhance recreational and community facilities, pursuant to Texas Local Gov't Code Section 501.152

ADJOURNMENT OF MEETING

CERTIFICATION OF POSTING

I hereby certify that the above Notice of Meeting was posted on the bulletin board at the Rollingwood Municipal Building, in Rollingwood, Texas and to the City website at www.rollingwoodtx.gov on Friday, December 6, 2024, at 5:00 p.m.

Makayla Rodriguez

Makayla Rodriguez, City Secretary

NOTICE -

The City of Rollingwood is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact the City Secretary, at (512) 327-1838 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices for the deaf may call (512) 272-9116 or may utilize the stateside Relay Texas Program at 1-800-735-2988.

The Community Development Corporation will announce that it will go into executive session, if necessary, to deliberate any matter listed on this agenda for which an exception to open meetings requirements permits such closed deliberation, including but not limited to consultation with the city's attorney(s) pursuant to Texas Government Code section 551.071, as announced at the time of the closed session.

Consultation with legal counsel pursuant to section 551.071 of the Texas Government Code;
discussion of personnel matters pursuant to section 551.074 of the Texas Government Code;
real estate acquisition pursuant to section 551.072 of the Texas Government Code;
prospective gifts pursuant to section 551.073 of the Texas Government Code;
security personnel and device pursuant to section 551.076 of the Texas Government Code;
and/or economic development pursuant to section 551.087 of the Texas Government Code.
Action, if any, will be taken in open session.



CITY OF ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION MINUTES

Monday, August 19, 2024

The RCDC of the City of Rollingwood, Texas held a meeting, open to the public, in the Municipal Building at 403 Nixon Drive in Rollingwood, Texas on August 19, 2024. Members of the public and the RCDC were able to participate in the meeting virtually, as long as a quorum of the RCDC and the presiding officer were physically present at the Municipal Building, in accordance with the Texas Open Meetings Act. A video recording of the meeting was made and will be posted to the City's website and available to the public in accordance with the Texas Public Information Act upon written request.

CALL ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION MEETING TO ORDER

1. Roll Call

President Colin Harvey called the meeting to order at 5:32 p.m.

Present Members: President Colin Harvey, Emily Doran, Barry Delcambre, and Pat Sheehan

Also Present: City Administrator Ashley Wayman, Assistant to the City Administrator Makayla Rodriguez, and Council Member Phil McDuffee

PUBLIC COMMENTS

There were no public comments

CONSENT AGENDA

2. Discussion and possible action on the minutes from the May 13, 2024 RCDC meeting

Emily Doran moved to approve the meeting minutes. Barry Delcambre seconded the motion. The motion carried with 5 in favor and 0 against.

REGULAR AGENDA

3. Discussion and possible action regarding next steps for Rollingwood Plaza

President Colin Harvey gave a brief recap of the RCDC Commercial Exchange and discussed the retail coach.

Discussion and possible action regarding the Administrative Services Agreement between the City of Rollingwood and the Rollingwood Community Development Corporation

Item 4 was discussed in conjunction with item 5.

President Colin Harvey discussed the administrative services agreement between RCDC and the City of Rollingwood.

Brian Rider asked for an update regarding the retaining wall at the upper park. City Administrator Ashley Wayman stated that the retaining wall is still being reviewed by engineers.

The RCDC discussed projects and concepts.

Pat Sheehan moved to approve the budget as presented. Emily Doran seconded the motion. The motion carried 5 in favor and 0 against.

City Administrator Ashley Wayman and RCDC discussed and agreed on the proposed budget amount.

- 5. Discussion and possible action on a resolution approving the Fiscal Year 2024-2025 Budget for the Rollingwood Community Development Corporation

This item was discussed with item 4.

- 6. RCDC Financials through July 31, 2024

The RCDC discussed the financials.

Barry Delcambre discussed and asked questions regarding the use of available funds. President Colin Harvey would like to brainstorm on project ideas at the next meeting.

Barry Delcambre requested that legal counsel research if the RCDC can use available funds to invest in police enhancement.

Stephanie Trevino of DNBR SZ stated that she will bring back more information at the next meeting.

ADJOURNMENT OF MEETING

The meeting adjourned at 5:45 p.m.

Minutes adopted on the _____ day of _____, 2024.

Colin Harvey, President

ATTEST:

Pat Sheehan, RCDC Secretary

Rollingwood Community Development Corporation

<u>Member Name</u>	<u>Position # - Office</u>	<u>First Appointed</u>	<u>Current Term Ends</u>
Emily Doran	1- Director/ Vice Pres.	October 2020	December 2025
David Smith	2- Director	July 2019	December 2025
Patrick Sheehan	3- Director/Secretary	July 2012*	December 2025
Brian Rider	4- Director	December 2021	December 2025
Colin Harvey	5- Director/President.	December 2021	December 2024
Bobby Hempfling	7- Director/Treasurer	October 2020	December 2024
Barry Delcambre	6- Director	November 2018	December 2024

Council Liaison(s): Phil McDuffee and Kevin Glasheen

The President, Vice President, Secretary, and Treasurer are selected by members of the Corporation. Terms begin Jan. 1 and extend for two years or until a successor is appointed. RCDC meets on the 2nd Monday of each month at 5:30 p.m.

*Terms of Service Limitation Extended by City Council 12-18-2019, 12-15-2021 and 12-20-2023

**ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION
RESOLUTION NO. 2024-12-09-06**

A RESOLUTION OF THE ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION, OF ROLLINGWOOD, TEXAS APPROVING AND AUTHORIZING FUNDING FOR A PARK IMPROVEMENT PROJECT IN ROLLINGWOOD PARK FOR TREE PLANTING, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Rollingwood Community Development Corporation ("RCDC") is a non-profit development corporation duly established under the Development Corporation Act of 1979, as amended (Section 501.001 et seq. Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act"); and

WHEREAS, according to the Act, the authorizing unit for the RCDC shall mean the City of Rollingwood City Council ("City Council"); and

WHEREAS, all of the powers of the RCDC are vested in the RCDC Board of Directors (the "Board") appointed by the City Council; and

WHEREAS, Section 501.073 of the Act requires the City Council to approve all programs and expenditures; and

WHEREAS, the RCDC, after holding a public hearing, considered and approved the expenditure of funds for a Park Improvement project for Rollingwood Park for a tree planting project that will enhance the recreational and community facilities available and will enhance the quality of life; and

WHEREAS, the RCDC has determined that the expenditure of those funds are for an eligible project consistent with the definition of "project" as that term is defined in Chapter 501 and 505 of the Texas Local Government Code, and in particular Section 505.152 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD DIRECTORS OF THE ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION THAT:

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the RCDC Board of Directors and are fully incorporated into the body of this Resolution.

Section 2. That the RCDC Board of Directors finds and determines that the expenditure of funds in an amount not to exceed **Forty-Eight Thousand Nine Hundred Forty-One DOLLARS and No/100 Dollars (\$48,941.00)** for the Park Improvement project in Rollingwood Park for tree planting will enhance recreational and community facilities and will enhance the quality of life within the City of Rollingwood, Texas, is an authorized project and is consistent with Section 505.152 of the Act.

Section 3. That the RCDC Board of Directors authorizes the projects and expenditures, subject to Council approval, and authorizes the President to execute this Resolution.

Section 4. The RCDC Board of Directors affirms, pursuant to Local Government Code Section 505.160, that the voters of the City of Rollingwood have previously approved the undertaking of this general type of project at an election ordered for that purpose.

Section 5. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

Section 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 9. This Resolution shall be in force and effect from and after its passage, and it is so resolved.

PASSED AND APPROVED by the Rollingwood Community Development Corporation Board of Directors on this the _____ day of December, 2024.

Colin Harvey, President

ATTEST:

Pat Sheehan, RCDC Board Secretary



CITY OF ROLLINGWOOD
403 NIXON DRIVE
AUSTIN, TEXAS 78746

Sales: Ted Maas
Tree Planting and Irrigation
 403 Nixon Drive Austin, Texas 78746

Est ID: EST4663432
Date: May-30-2024

Tree and Other Planting \$36,077.75

Scope of work:

- Plant trees along greenspace East of the ball fields, in between the trail and the asphalt parking lot. Also, planting in the triangular area North of the ball field and across the trail from the butterfly garden.
 - Use Microlife, an organic fertilizer, when planting to increase biological activity in the soil.
 - Plant trees in addition to grasses and shrubs around the rootzone of the trees to:
 - Increase water infiltration
 - Increase plant and root system diversity in the soil which increases soil function and nutrient cycling
 - Regulate temperature and moisture within the rootzone of the trees
 - Insulate the tree from wind
- Add native hardwood mulch to planting areas to increase moisture retention.

***Plant selection is based on availability at the time of the project.

4 Each	OAK BURR PREMIUM - 65 Gal
5 Each	OAK CHINQUAPIN - 65 Gal
4 Each	OAK MONTEREY - 65 Gal
3 Each	REDBUD TEXAS - 24" Box
1 Each	MEXICAN PLUM - 15 Gal
45 Each	GRASS BIG MUHLY - 3 Gal
45 Each	GRASS GULF MUHLY - 5 Gal
80 Each	GRASS LITTLE BLUESTEM - 1 Gal

35 Each	ANISACANTHUS FLAME - 3 Gal
35 Each	YUCCA TWISTLEAF GREEN - 5 Gal
41 Each	NOLINA LINDHEIMER - 5 Gal
45 Each	SALVIA GREGGII ASSORTED - 3 Gal
85 Each	GRASS SIDE OATS GRAMA - 1 Gal
32 Each	TEXAS AGARITA - 5 Gal
32 Each	ELBOW BUSH - 5 Gal
9 Each	Stakes - Arbor Brace
2 Days	Mini Skid Steer
2 Days	Excavator (2 Ton)
1 Days	Dump Trailer
15 CUYD	Texas Cut Hardwood Mulch
2 Each	Microlife Acidifier 40# - 40#
1 Each	Haul Off and Dump - Soil

Irrigation	\$10,096.75
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Scope of work:

- Install three bubbler irrigation zones for the trees.
- Install three drip irrigation zones for plantings around the newly planted trees.

3 Each	Irrigation Install - Drip Zone
3	Irrigation Install - Bubbler Zone

Subtotal	\$46,174.50
Taxes	\$2,766.37
Estimate Total	\$48,940.87

Contract Payment Summary	
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PO #	Contract #
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Payment Terms and Conditions

This Proposal expires 30 days from the date of this email. Upon the acceptance of the work, payment of the unpaid balance Fixed Contract Price when due together with such Value Added Taxes as may be applicable to such payment. The Estimate

total is a Fixed Contract Price and will only change pursuant to section "**Procedure for Extra Work and Changes**" below.

Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- Maas Verde Representations: Maas Verde will perform the Scope of Work in a workmanlike and professional manner in compliance with all applicable laws, regulations, codes, and restrictive covenants of which he is made aware.
- Client Representations: Client is the legal owner of the Property, or is otherwise authorized to contract for work on the Property. Client has undertaken its own due diligence to ascertain whether the Scope of Work is in compliance with any restrictive covenants, easements, and homeowner association requirements. Client is responsible for ascertaining property boundary and property lines on the Property and is responsible for identifying the location of same. Client will provide Maas Verde, its employees, agents, and subcontractors reasonable access to the Property and agrees to keep the Property clear of all known and potential hazards and agrees to keep pets properly restrained and out of the work area of the Property.
- Subcontractors: Maas Verde will perform the Scope of Work with its own employees and/or subcontractors retained by him depending upon the work requirements. Maas Verde will fully pay its subcontractors and in all instances remain responsible for the proper completion of the Scope of Work.
- Risk of Unknown Conditions: During the performance of its Scope of Work, Maas Verde may discover unknown or hidden sub-surface conditions, utility lines, water pondage or springs, or other conditions rendering performance of the Scope of Work impracticable. In such eventuality, Maas Verde may at its option renegotiate the Fixed Contract Price and Scope of Work taking into account such conditions, or terminate this Contract with payment owed for work performed prior to termination.
- Damaged Utilities: Should damage occur to utilities during construction, Maas Verde is only liable for the cost of the repair. Maas Verde is not liable in any way for inconvenience to the Client caused by damage to the utilities. Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
- Entire Agreement: The Contract reflects the entire agreement between Maas Verde and Client. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered, or supplemented except in writing and signed by both Maas Verde and Client.
- Dispute Resolution: If any dispute arises involving performance or payment under this Contract or if any damage or liabilities arise during the performance of the Scope of Work, any and all such controversies between the parties will be submitted to mandatory mediation as a condition precedent to any further proceeding. If such mediation cannot resolve the parties' differences, the parties to this Contract agree to submit to binding arbitration pursuant to the provisions of TEX. CIV. PRAC. & REM. CODE §171.001 et seq. as the parties' sole and exclusive remedy. Any arbitration will take place before a single arbitrator selected by agreement of the parties; however, if the parties cannot agree as to the selection of an arbitrator, the arbitrator will be appointed by a Travis County District Court Judge.

Procedure for Extra Work and Changes

Maas Verde and Client acknowledge and agree that minor inconsistencies or conflicts within the Scope of Work Addendum shall be resolved by Landscaper in its reasonable discretion. Further, unknown conditions on the Property such as concealed conditions on the property, unknown utilities or other sub-surface conditions, might require minor variations or revisions to the Scope of Work as it is being undertaken.

Maas Verde and Client acknowledge and agree that significant changes to the Scope of Work shall cause a revision to the Fixed Contract Price referenced in this Scope of Work and proposal. Significant changes to the Scope of Work will be proposed in the form of a Change Order(s). Maas Verde will not complete any Scope of Work related to any Change Order(s) without written acceptance of the Change Order(s) by the Client.

Material Tolerances

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves Maas Verde of liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: Maas Verde warrants all construction and installation for a period of one year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for three months if there is an approved irrigation system.
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of Maas Verde. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by Maas Verde.
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. Maas Verde will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of Maas Verde – prior to purchasing and/or installing such materials.
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. Maas Verde shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Planting + Plant Warranty

- *Trees*: All trees are warranted for one growing season from the date of installation, provided that Maas Verde is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants, including automatic irrigation.
- *Shrubs and Perennials*: Shrubs and Perennials are guaranteed for thirty days from the date of installation, provided that Maas Verde is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants, including automatic irrigation.

- *Plant Seasonality:* Various plants, bushes, shrubs, and trees have ideal times for planting. Planting out of season at the request of Clients will void any warranty for those plants. Maas Verde will point out in writing to the Client any requested planting that will void the warranty on those plants so affected by out of season planting. The Client reserves the right to request that plants that cannot be planted with out voiding the warranty be exchanged or planted in the next plantable season without any additional costs being borne by the Client.
- *Plant Availability:* In some instances, some plants, shrubs, bushes, and trees may not be readily available to procure in time for the required planting period associated with the Contract. In that event, Maas Verde will work closely with the Client to provide a approved substitution(s) – subject to availability.
- *Plant Diseases:* Should the Client recognize ill health in the plants, shrubs, bushes, or trees that have been supplied under the Contract, it is the Client's responsibility to immediately inform Maas Verde. Maas Verde will determine the nature and source if the illness. If it is deemed that the plant was infected prior to installation, Maas Verde reserves the right to first using herbicides, fertilizers, and insecticides to return the plants to good health. Should efforts to restore the plant's health fail, the Client is entitled to a refund only. Due to plant availability, the Client assumes the risk and liability of rare specimens. However, Maas Verde reserves the right to remove all or a portion of the warranty depending upon the nature of the source of the plant infections and the approved policies of Maas Verde. In all cases, Maas Verde shall work with the Client to minimize damage to the existing Contract related plants.
- *Plant Replacement:* Maas Verde is entitled to up to one year to source, match and replace dead or ill plants (due to scarcity). The Client reserves the right to either a full refund within one year or wait for a suitable replacement. Should the plant be a matching pair or series, and it is not possible to replace, Maas Verde agrees to replace all plants in the series or pair at Maas Verde's cost.
- *Lawns:* All new sod under shade are not guaranteed. New lawns are guaranteed to be healthy at time of installation only. Should new sod be damaged due to animals (pets or wild animals, i.e. raccoons, skunks) the Client will incur all costs for replacement.
- *Water Plants:* Water plants are guaranteed for same-planted season only.
- *Weeds:* Maas Verde shall use it's efforts to minimize any weeds, however, Maas Verde shall not be required to inspect or otherwise ensure that there is no weed or other unwanted plant matter upon the Client's property in any soil or root balls/planting container of plant materials, nor shall it provide warranty for the removal of existing weeds.
- *Directions for Maintaining Plant Material:* Maas Verde will provide, verbally or in writing, a guide for the care and maintenance of all planning provided. Failure to comply with the guidelines set out therein shall void any warranty or guarantee provided by Maas Verde whether express or implied.
- *Replacement plant material:* Maas Verde does not guarantee plant material that has been transplanted on site. Replacement plant material is not guaranteed.
- *Required Maintenance:* Maas Verde will provide technical direction, verbally or in writing, for all plant material constructed, erected, implemented or planted on the site as part of the Contract. Failure to follow the recommendations with equal, equivalent or superior maintenance efforts, tools and resources will void any Maas Verde warranty on items so affected. Where Maas Verde recognizes that the Client lacks sufficient resources (water pressure, power outlets, and related) to enable the full maintenance and enjoyment of the materials, construction(s) and/or horticultural elements associated with this Contract, Maas Verde will also inform the Client and recommend possible solutions. However, Maas Verde is not obligated to be wary of such needs or to account for them in this Contract in terms of design, construction or costs, and the Client fully accepts responsibility for obtaining such knowledge and acting accordingly.
- *Water Supply:* Where water supply becomes an issue and negatively detracts from ponds, waterfalls, and other water features, the Client recognizes and agrees that such problems are the sole responsibility of the Client.

Contractor: 
_____ Ted Maas

Client: _____

Signature Date: _____ 06/05/2024

Signature Date: _____

Email: ted@maasverde.com





Wes Reed

Business Development

Maas Verde Landscape Restoration, LLC

[\[maasverde.com\]](http://maasverde.com)maasverde.com

