



CITY OF ROLLINGWOOD PARK COMMISSION MEETING AGENDA

Tuesday, February 11, 2025

Notice is hereby given that the Park Commission 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 February 11, 2025 at 12:00 PM. Members of the public and the Park Commission may participate in the meeting virtually, as long as a quorum of the Park Commission 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=QmNUbmZBQ1lwUINjNmK5RnJreIRFUT09>

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 PARK COMMISSION MEETING TO ORDER

1. Roll Call

PUBLIC COMMENTS

Citizens wishing to address the Park Commission 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, the Park Commission is restricted from discussing or taking action on items not listed on the agenda.

Citizens who wish to address the Park Commission with regard to matters on the agenda will be received at the time the item is considered.

CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the Park Commission 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 January 14, 2025 Park Commission meeting

REGULAR AGENDA

- 3. Update from Western Hills Little League and Western Hills Girls Softball
- 4. Discussion regarding Quarterly Park Walk Through report from Public Works
- 5. Update, discussion, and possible action regarding a recommendation to accept donations for Rollingwood Park
- 6. Discussion and possible action on next steps for the Rollingwood Park Tree Planting Project
- 7. Update from City staff regarding the status of outstanding park projects
- 8. Discussion and possible action on identifying and prioritizing projects for 2025

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 at 5:00 p.m. on Friday, February 7, 2025.

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 Park Commission 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 PARK COMMISSION MEETING MINUTES

Tuesday, January 14, 2025

The Park Commission 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 January 14, 2025. Members of the public and the Park Commission were able to participate in the meeting virtually, as long as a quorum of the Park Commission 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 PARK COMMISSION MEETING TO ORDER

1. Roll Call

Chair Melissa Morrow called the meeting to order at 12:00 p.m.

Present Members: Chair Melissa Morrow, Mary Elizabeth Cofer, Victoria Johnson, Laurie Mills, Chad Smith, Diana Wallace, and Don Hudson (Virtually)

Also Present: City Administrator Ashley Wayman and Interim City Secretary Makayla Rodriguez,

PUBLIC COMMENTS

The following individuals spoke during public comments:

The Park Commission spoke of City Administrator Ashley Wayman and thanked her for her time and service to the City.

CONSENT AGENDA

2. Discussion and possible action on the minutes from the December 10, 2024 Park Commission meeting

Laurie Mills moved to approve the meeting minutes. Mary Elizabeth Cofer seconded the motion. The motion carried with 7 in favor and 0 against.

REGULAR AGENDA

3. Discussion and possible action to elect a Chair of the Park Commission

Mary Elizabeth Cofer moved to elect Melissa Morrow as Park Commission Chair. Laurie Mills seconded the motion. The motion carried with 6 in favor and 0 against.

4. Discussion and possible action on an Eagle Scout Project

Weston Bain, 400 Vale Street and member of Eagle Scout Troop 31, presented his proposed Eagle Scout Project and discussed the details with the Park Commission. He discussed the scope of work, materials needed, and timeline of the project.

The Park Commission discussed and asked questions regarding the details of the project with Weston Bain.

Laurie Mills moved to approve the Eagle Scout project as in the packet. Mary Elizabeth Cofer seconded the motion. The motion carried with 7 in favor and 0 against.

5. Update and discussion regarding the January 13, 2025 RCDC meeting

Chair Melissa Morrow shared the discussion she had with RCDC at their recent meeting.

Item 7 was discussed in conjunction with item 5.

Chair Melissa Morrow and City Administrator Ashley Wayman discussed next steps for the tree planting project. Don Hudson shared other considerations to add when seeking a proposal.

The Park Commission discussed the tree planting project as well as other projects they would like to address in the future.

6. Update from Western Hills Little League and Western Hills Girls Softball

Steve Frank of Western Hills Little League shared that practices will begin in early February and that games will begin in March.

Chair Melissa Morrow requested staff to put up signs about field etiquette on the fields 3, 4, and 5 for the upcoming season.

7. Discussion on next steps for the Rollingwood Park Tree Planting Project

This item was discussed in conjunction with item 5.

The Park Commission and City Administrator Ashley Wayman discussed next steps.

ADJOURNMENT OF MEETING

The meeting was adjourned at 12:36 p.m.

Minutes adopted on the _____ day of _____, 2024.

Melissa Morrow, Chair

ATTEST:

Makayla Rodriguez, City Secretary

New Items Identified:

1. Suggest adding a finished surface between the new lower pavilion steps and the sidewalk. A strip of artificial turf might work well there.

City Staff will consider this improvement.

Carry Over from Previous Walk Throughs:

1. 1 Painting maintenance needed at lower park benches.
Rotted wood has been replaced and painted on the picnic tables, the benches will be grinded and receive a fresh coat of paint in the spring.
2. Railroad ties at parking lot bordering field 2 are misaligned and several show extensive rot.
Public Works will work on this the week of January 13, 2025.



October 15, 2024 Park Walk Through**Mary Elizabeth Cofer and Diana Wallace****New Items Identified:****Upper Park**

- 1. Ongoing Erosion Issues**
Pending capital project. No action from staff at this time.
- 2. Sprinkler system at Butterfly Garden needs work.**
Public Works worked on this item on November 8, 2024.

Lower Park

- 3. Lower Park Library needs waterproofing.**
Public Works completed this item the week of November 11, 2024.

Carry Over from Previous Walk Throughs:

- 4. Ongoing erosion west of field house.**
Received proposal for retaining wall. No action from staff.
- 5. Driveway area and parking needs work. Could this be redone with layer of road base, then covered with hard gravel? Parking could be delineated in the gravel with border stones set with about 1" above the surface of the gravel.**
Pending capital project. No action from staff.



New Items Identified:**Upper Park**

1. **Misaligned stones, west of field house, at water crossing paved with border stones.**
Pending further direction on trail maintenance and improvement from Park Commission.
2. **QUESTION: How much effort is required of Izzy and staff to maintain trail? Is it a large amount of time?**
Public Works weed eats the trail weekly. As for any other maintenance, Public Works maintains the trail as needed, such as trail border alignment and refreshing decomposed granite. See item #2.
3. **Multiple areas on trail between field house and cliff show granite surface washing over border stones, covering them up.**
Trail related – addressed in item #2.
4. **Water crossing at north trail shows erosion, the outer run of border stones covered with DG**
Trail related – addressed in item #2.
5. **Near northeast corner of trail, many loose border stones.**
Trail related – addressed in item #2.
6. **Grass Burrs (aka “goatheads”) noticed along north portion of trail.**
Trail related – addressed in item #2.
7. **Northeast corner water crossing needs work.**
Trail related – addressed in item #2.
8. **What are loose border stones behind backstop at field 4 to be used for. It appears they may be staged there for erosion control behind backstop.**
It looks like the stones were being used for erosion control. Public Works re-stacked them, but I'm not sure when they were placed there.
9. **QUESTION: Where is east border between WHAC Pool and Rollingwood park?**
Here is a link to the property on TCAD: <https://travis.prodigycad.com/property-detail/107303>. If you go to the map view you can turn on the aerial map and it shows the property outline. This should be accurate within about 2 feet.
10. **Parts of border buried with decomposed granite at south trail along Rollingwood Drive at field 2**
Trail related – addressed in item #2.



11. QUESTION: If City Council passes the proposed tree project, could we request donations for same from residents of Rollingwood?

Yes.

12. Loose border stones, trail head at parking lot near Gentry Dr.

Trail related – addressed in item #2.

13. Bermuda grass or other invasive grass showing up at trail head at parking near Gentry Dr

Grass area has been treated.

14. Cracked irrigation valve cover at entry to parking lot near Gentry.

Irrigation valve cover was replaced.

Lower Park

15. North of playscape, missing border stones, erosion

Trail related – addressed in item #2.

16. Some beautification needed at new slab, west side of Pavilion. Could be plants to soften appearance and soften sharp edges for walkers and others.

New plants and gravel will be added in spring.

17. Regarding large trees between City Hall and Pavilion; is it OK for mulch to contact base of tree. The amount and depth of mulch looks good at 1" to 1-1/2".

Public Works has addressed this.

18. COMMENT: The application of mulch in the beds at city hall looks GREAT!

No action from staff.

19. Nut Sedge and other unwelcome grasses are coming up in beds at city hall.

Public Works has added this to routine maintenance.

20. Misaligned border stones at path from city hall to parking near Gentry.

Trail related – addressed in item #2.

Carry Over from Previous Walk Throughs:

21. Erosion exists in many places along the walking trail. In some places it is more pronounced than others. In some places, it has washed out part of the trail. Trail border stones seriously misaligned along the trail near the field house.

Trail related – addressed in item #2. .



22. Parts of the trail border missing east of the playscape. This could be intentional to allow mowing equipment access to lawn.

Trail related – addressed in item #2.



Update/Comments to Current Items



Previous Completed Items

April 15, 2024 Park Walk Through**Laurie Mills and Chad Smith****New Items Identified:**

1. Reinforce stairs from upper park parking lot to City Hall and trim landscape that is overgrown along stairs.
This has been completed.
2. Drainage in lower park just past the swing toward the back field.
Public Works has cancelled out some of the irrigation heads in the area, this will alleviate some of the water build up. We are looking into adding decomposed granite to stop.
3. Redistribute gravel along the back walking trail at lower park where there are holes and weed control along trail (upper and lower).
Public Works will keep addressing these issues as part of regular maintenance.

Carry Over from Previous Walk Throughs:

23. The drainage areas on the north and west sides of the lower park pavilion, including the area on the west side of the sidewalk.
Drainage assessment in progress from by Maas Verde Landscape.
24. Some tree pruning needed near the butterfly garden. Some trees are contacting plants in the garden.
Will be maintained as needed.



January 16, 2024 Park Walk Through**Melissa Morrow & Mary Elizabeth Cofer****New Items Identified:**

1. We should host a community garden clean-up before Spring plantings?
No action by staff at this time.
2. Remove tree debris from the garden bed on Rollingwood Drive
Completed and will be maintained as needed.
3. Upper playground mulch is low.
This has been completed.
4. Straighten stones along the granite trail just west of the upper playground.
This has been completed.
5. Bury wire between trail and restrooms just north of the upper playground.
This has been completed.

Carry Over from Previous Walk Throughs:

1. Hose reel at butterfly garden needs to be anchored to the tree or the ground. If not feasible, it should be replaced with a better solution.
This has been completed.
2. There is a large stand of a thorny shrubs, north side of park following the walking trail. These are slowly spreading via root suckers.
Completed and will maintain as needed.
3. A collection of debris behind the Community Garden could be cleaned out if not needed.
This has been completed.
4. Another bench, The Johnson Family Bench, needs a bolt and a washer to be added. The bolt has dug into the plastic.
This has been completed.
5. Mulch is mounded around a large tree between city hall and the Pavilion. Is this good for the tree? It is my understanding that excessive buildup can harm a tree.
This has been completed.



November 14, 2023 Park Walk Through

Victoria Johnson & Don Hudson

New Items Identified:

UPPER PARK

1. Serious erosion between field house and trail. This has been under consideration for a while, though no work has begun See 4.b.
2. We discussed how a water collection system could mitigate the flow to the lower park. See 4.b.
3. Three or four areas at the top of the cliff show a path water has been flowing during heavy rain, causing erosion.

Requires larger drainage solution, which the City Council is contemplating. No action by staff.

Questions:

- a. Does a Topographical map of the park grounds exist that clearly shows the elevations?
Yes. Emailed to the Park Commission on 01/12/2024
- b. Would like update from City Council regarding item 1. erosion, and item 2. water collection system.

Council has requested proposal related to drainage near the field house. Staff will update the Park Commission once further action has been taken.

- c. Would like update from City Council regarding a full drainage study, and the hiring of a civil engineer.

Council has requested proposal for full drainage study. Staff will update the Park Commission once further action has been taken.

4. We observed several areas that could be used for memorial tree planting. Perhaps an area with a rock border that could accommodate four trees with a small concrete feature where minimal memorial plaques could be attached.
No action by staff at this time.
5. We also observed that the area bordering the parking lot and the trail at field 2 could become a row of trees, replacing the large boulders that are currently. Such trees could be use as memorials.

No action by staff at this time.



Update/Comments to Current Items



Previous Completed Items

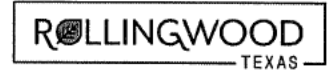
6. Some rock borders, similar to the border that outlines the walking trails could be used to define parking spaces along the pool side of the parking on the drive to the back of the park.
No action by staff at this time.
7. We wondered who maintains the decomposed gravel corner area between the pool and the park at Rollingwood Drive.
WHAC.
8. One of the memorial benches near the field house needs a bolt to be replaced. Don Hudson will take care of this.
No action by staff at this time.
9. We considered how pavers could be used on both sides of the memorial benches already in the park. Perhaps creating a bed of black gravel surrounding the benches with as many as 8 pavers on each side.
No action by staff at this time.

LOWER PARK

10. A peculiar structure exists along the trail east of the Community Garden, consisting of a plastic box on a metal frame, with some ventilation at the top. The thing is about 10' tall by about 2' x 2'. What is it? This is a Chimney Swift Habitat constructed as an Eagle Scout Project.
Public Works investigated and noticed that there are 3-4 nests in the habitat and did not disturb the nests.
11. Mulch is mounded around a large tree between city hall and the Pavilion. Is this good for the tree? It is my understanding that excessive buildup can harm a tree. In progress.
Public Works will take back the mulch and allow the tree to breathe.

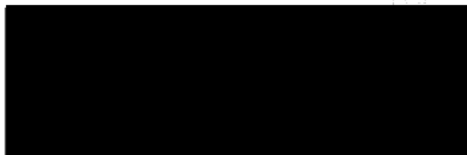


NUMBER	CURRENT SERVICE PERIOD	BILLING DATE
[REDACTED]	[REDACTED]	[REDACTED]
LAST PAYMENT	DATE/AMOUNT	SERVICE ADDRESS
[REDACTED]	[REDACTED]	[REDACTED]



METER #	CURRENT	PREVIOUS	USAGE	SERVICE DESCRIPTION	AMOUNT
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	WATER RESIDENTIAL	[REDACTED]
				SEWER RESIDENTIAL	
				WATER BASE 5/8 "	
				SEWER RES BASE	

THE ROLLINGWOOD PARK COMMISSION HAS FORMED THE FRIENDS OF ROLLINGWOOD PARK. THE GOAL IS TO RAISE FUNDS THAT SHOULD BE USED EXCLUSIVELY FOR BEAUTIFYING AND PRESERVING THIS WONDERFUL GEM IN THE CENTER OF OUR CITY



DUE DATE: [REDACTED]

TOTAL DUE: [REDACTED]

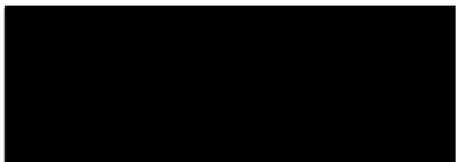


City of Rollingwood
 403 Nixon Drive
 Rollingwood TX 78746



SERVICE ADDRESS: [REDACTED]

ACCOUNT NUMBER: [REDACTED]



DUE DATE: [REDACTED]

TOTAL DUE: [REDACTED]



CITY OF ROLLINGWOOD
403 NIXON DRIVE
AUSTIN, TEXAS 78746

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

Est ID: EST4663432
Date: May-30-2024

Tree and Other Planting \$30,186.76

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 grasses 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.

	Project Management
	Design-Build Labor - Planting
	Mini Skid Steer
	Excavator (2 Ton)
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
85 Each	GRASS SIDE OATS GRAMA - 1 Gal
16 Each	Stakes - Arbor Brace
15 CUYD	Texas Cut Hardwood Mulch
2 Each	MicroLife Acidifier 40#
	Dump Trailer
1 Each	Haul Off and Dump - Soil
	Delivery

Irrigation	\$11,158.35
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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
- Assumes irrigation will tie into existing mainline and controller
 - Assumes there is space available on controller for the additional zones

	Project Management
	Irrigation Technician
	Design-Build Labor
3 Each	Irrigation Install - Drip Zone
3 Each	Irrigation Install - Bubbler Zone
	Mini Skid Steer
	Mini Trencher Attachment
	Equipment Delivery Fee

Subtotal	\$41,345.11
Taxes	\$0.00
Estimate Total	\$41,345.11

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: _____ 02/05/2025

Signature Date: _____

Email: ted@maasverde.com



Austin 12881 Pond Springs Rd Austin, TX 78729 512-677-6783

Ship to:	403 Nixon dr Rollingwood, TX 78746 US	Bill To:	403 Nixon dr Rollingwood, TX 78746 US
Order ID	P0345003000082		
Store:	345	Date:	02/10/2025
Register:	3	Time:	01:03:20 PM
Ticket:	419	Customer:	Ismael Parra
Cashier:	755085 (Daniel Ordonez)		C0345003000047
Salesperson:	A6BS (Daniel Ordonez)	Phone:	737-308-7216
			United States

Color Tag: white red dots

Cross Streets: Mopac
Gate Code: na

Item	Item Description	Qty	Final Price	Extended
DNP	Oak Burr (Giant) PL	4	\$2,999.99	\$11,999.96
	Declined - Giant MVP Pro Care			
	Giant Weather Protection Plan	4	\$600.00	\$2,400.00
DNP	Oak Chinquapin (Giant) PL	5	\$2,999.99	\$14,999.95
	Declined - Giant MVP Pro Care			
	Giant Weather Protection Plan	5	\$600.00	\$3,000.00
DNP	Oak Monterrey (Giant) PL	4	\$2,999.99	\$11,999.96
	Declined - Giant MVP Pro Care			
	Giant Weather Protection Plan	4	\$600.00	\$2,400.00
DNP	Redbud Texas (Huge) PL	1	\$999.99	\$999.99
	Declined - Huge MVP Pro Care			
	Huge Weather Protection Plan	1	\$200.00	\$200.00
DNP	Plum Mexican (Super) PS	1	\$399.99	\$399.99
	Declined - Super MVP Pro Care			
	Super Weather Protection Plan	1	\$100.00	\$100.00
	Get to the Job delivery Fee	1	\$299.99	\$299.99
	All prices reflect current ads.			
	Customer to flag yard			

Moon Valley Nurseries will call 811 to mark major utilities. Customer required to flag yard with planting locations before inspection. For more information, visit call811.com.

Subtotal \$48,799.84
Tax \$4,017.75

Total Order \$52,817.59 **Total \$52,817.59**

You have saved 94,100.00

Scan here for terms and conditions.

AZ ROC 140536, CA CSLB 1092420, NV License 0058408
Number of lines = 13

