



## **CITY OF ROLLINGWOOD PARK COMMISSION MEETING AGENDA**

**Tuesday, June 11, 2024**

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 June 11, 2024 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=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 [dadair@rollingwoodtx.gov](mailto:dadair@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 May 14, 2024 Park Commission meeting
- 3. Discussion and possible action on the minutes from the May 24, 2024 Park Site Visit

**REGULAR AGENDA**

- 4. Discussion and possible action regarding Park drainage proposals
- 5. Discussion and possible action regarding trail rehabilitation project
- 6. Update, discussion and possible action regarding tree proposal
- 7. Update from Western Hills Little League and Western Hills Girls Softball
- 8. Update regarding maximum number of field participants
- 9. Discussion regarding potential Park Commission budget requests

**DEPARTMENT REPORTS**

All reports are posted to inform the public. No discussion or action will take place on items not on the regular or consent agenda.

- 10. Park Commission Financials through May 2024

**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](http://www.rollingwoodtx.gov) at **5:00 PM** on **June 7, 2024**.

*Desiree Adair*  
\_\_\_\_\_  
Desiree Adair, 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, May 14, 2024**

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 May 14, 2024. 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, Don Hudson, Victoria Johnson, Laurie Mills, Chad Smith, and Diana Wallace

**Also Present:** Assistant City Administrator Desiree Adair and Assistant to the City Administrator Makayla Rodriguez

### **PUBLIC COMMENTS**

There were no public comments.

### **CONSENT AGENDA**

2. Discussion and possible action on the minutes from the April 23, 2024 Park Commission meeting

**Diana Wallace moved to approve the minutes. Laurie Mills seconded the motion. The motion passed with 7 in favor and 0 against.**

### **REGULAR AGENDA**

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

Chair Melissa Morrow shared that moving forward Western Hills Little League and Western Hills Girls Softball will be on the Park Commission meeting agenda as needed by Western Hills.

Laurie Mills asked questions regarding the lease with Western Hills. Chair Melissa Morrow requested city staff to provide information to ensure the lease requirements are being met in the next meeting.

4. Discussion regarding Quarterly Park Walk Through report from Public Works

The Park Commission discussed the park walk-through document with Assistant to the City Administrator Makayla Rodriguez. Laurie Mills gave additional clarity to items on the walk-through document.

5. Discussion and possible action regarding a trail rehabilitation demonstration project

The Park Commission discussed a proposal from Council Member Kevin Glasheen that will be on the next City Council agenda. Assistant City Administrator Desiree Adair provided details about the rehabilitation demonstration project that includes 20 feet of crushed granite on both sides of the trail. She continued to say that City Council would like a recommendation on the proposal from the Park Commission. Assistant City Administrator Desiree Adair shared the proposal document with the Park Commission to view.

Mary Elizabeth Cofer stated she set a meeting with Tim Eischen of Eischen General Contracting for a comprehensive site assessment for trail improvements. The Park Commission asked questions regarding his work on other trails. Chair Melissa Morrow asked questions regarding the meeting with Tim Eischen.

The Park Commission agreed that City Council should table the proposal until a comprehensive site assessment has been made for the trail.

**Laurie Mills moved that the Park Commission’s recommendation is for City Council to table this until we can provide our proposal from the expert. Don Hudson seconded the motion.**

Laurie Mills thanked Public Works Director Izzy Parra for responding quickly to a safety issue on the stairs near City Hall.

The Park Commission discussed and asked questions regarding the meeting with Tim Eischen. Mary Elizabeth Cofer hopes to bring a comprehensive site assessment to the next meeting.

**The motion passed with 6 in favor and 1 against. (Smith)**

6. Update and discussion regarding the park drainage proposals from Maas Verde and Innovative Water Solutions and erosion near the pavilion

Assistant City Administrator Desiree Adair gave a recap on the Park Site Visit that took place in March with City Council and Park Commission meeting with Maas Verde Landscape Restoration to address drainage. City Staff expects to receive that proposal by the end of the month. She also gave a recap on a drainage improvement proposal from Innovative Water Solutions and expects to receive that proposal soon. She reminded Park Commission that RCDC has approved \$31,000 to fund the retaining wall improvements. Assistant City Administrator Desiree Adair continued to state that the Public Works department is planning to form and form concrete to address erosion in the pavilion by the end of June.

- 7. Discussion and possible action regarding the report from the Addition of Trees to the Park subcommittee

Don Hudson and Mary Elizabeth Cofer explained that they identified two potential sites in the park for planting trees. The first is the area near the fields 2, 3, 4, and 5 and the parking area and the second is the area between the butterfly garden and fields 3, 4, and 5. They would like to get a proposal from Maas Verde Landscape Restoration on a recommendation for location and types of trees. The Park Commission discussed recommendations and next steps.

**Don Hudson moved to request Maas Verde Landscape Restoration to propose numbers of trees, types of trees, and location of trees in areas 1 and 2 shown on the map including costs and irrigation. Laurie Mills seconded the motion. The motion passed with 7 in favor and 0 against.**

- 8. Discussion regarding the improvement of the walking trail

*This item was discussed during item 5.*

- 9. Discussion regarding the safety and usability of parking around the upper playing fields

Chair Melissa Morrow stated that she is planning to meet with the subcommittee within the next couple of weeks. She would like to work with city staff to find out who has previously paved the parking lot.

- 10. Discussion and possible action regarding prioritizing projects in the Park for potential budget requests

Assistant to the City Administrator Makayla Rodriguez provided a timeline for the Park Commission of when projects should be finalized for budget requests.

- 11. Discussion and possible action regarding filming of commercials and other commercial usages in the Park

Chair Melissa Morrow explained that a company approached city staff to film a commercial in the park but ended up not following through on the initial request. Chair Melissa Morrow will share a policy from the City of Austin pertaining to negotiating with companies who want to pursue filming in the city in the next meeting. Assistant to the City Administrator Makayla Rodriguez provided additional information about the experience with the company and explained that a process could be beneficial for city staff.

Victoria Johnson asked questions regarding special requests in the park.

Assistant City Administrator Desiree Adair explained that she wanted to clarify that the proposal for the trail rehabilitation demonstration project is for 200 feet of crushed granite on both sides of the trail and not 20 feet.

Mary Elizabeth Cofer stated that the trail subcommittee will meet with Tim Eischen of Eischen General Contracting on Friday, May 24<sup>th</sup>, at 11:00 a.m. Chair Melissa Morrow requested that the Assistant City Administrator post the park site visit as a meeting so all of the Park Commission members could walk the trail with Tim Eischen.

**ADJOURNMENT OF MEETING**

The meeting was adjourned at 12:47 p.m.

Minutes adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Melissa Morrow, Chair**

**ATTEST:**

\_\_\_\_\_  
**Desiree Adair, City Secretary**



**CITY OF ROLLINGWOOD  
PARK COMMISSION SITE VISIT  
MINUTES**

**Friday, May 24, 2024**

The Park Commission of the City of Rollingwood, Texas held a Park Site Visit, open to the public, at the Upper Park trail of Rollingwood Park in Rollingwood Texas on May 24, 2024.

**CALL PARK COMMISSION SITE VISIT MEETING TO ORDER**

- 1. Roll Call

**The Park Site Visit started at 11:03 a.m.**

**Present Members:** Mary Elizabeth Cofer, Don Hudson, Victoria Johnson, Laurie Mills, and Diana Wallace

**Also Present:** Assistant to the City Administrator Makayla Rodriguez

**REGULAR AGENDA**

- 2. Site visit with Eischen General Contracting at Rollingwood Park to assess the walking trail

Members of the Park Commission met with Tim Eischen of Eischen General Contracting to walk the trail, evaluate the trail’s current condition, and discuss possible solutions. Mr. Eischen gave recommendations for improvement and discussed what materials would work best for the waking trail. Tim Eischen informed the Park Commission members that he will provide a detailed proposal for the Park Commission to improve the walking trail by their next meeting.

**ADJOURNMENT OF MEETING**

**The park visit was adjourned at 11:48 a.m.**

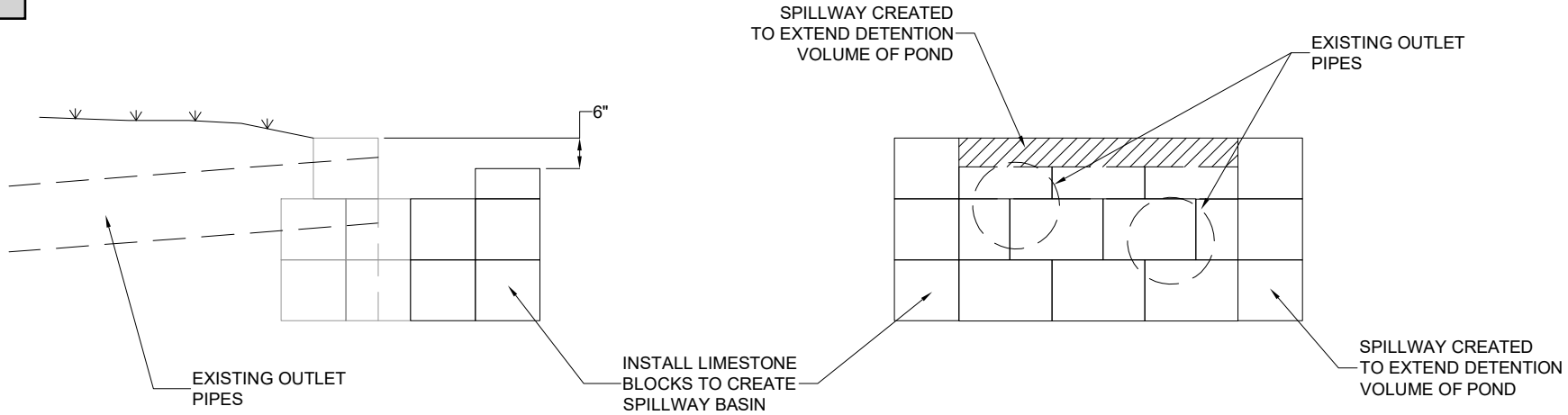
**Minutes adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

\_\_\_\_\_  
**Melissa Morrow, Chair**

**ATTEST:**

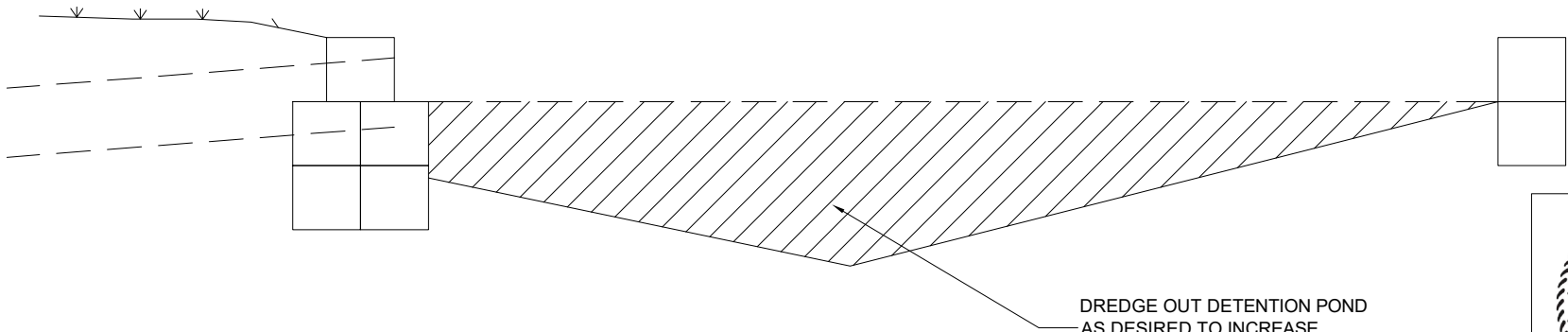
\_\_\_\_\_  
**Desiree Adair, City Secretary**





**PROPOSED BASIN ELEVATION VIEW**  
SCALE: NTS

**PROPOSED BASIN FRONT VIEW**  
SCALE: NTS



**POND ELEVATION VIEW**  
SCALE: NTS

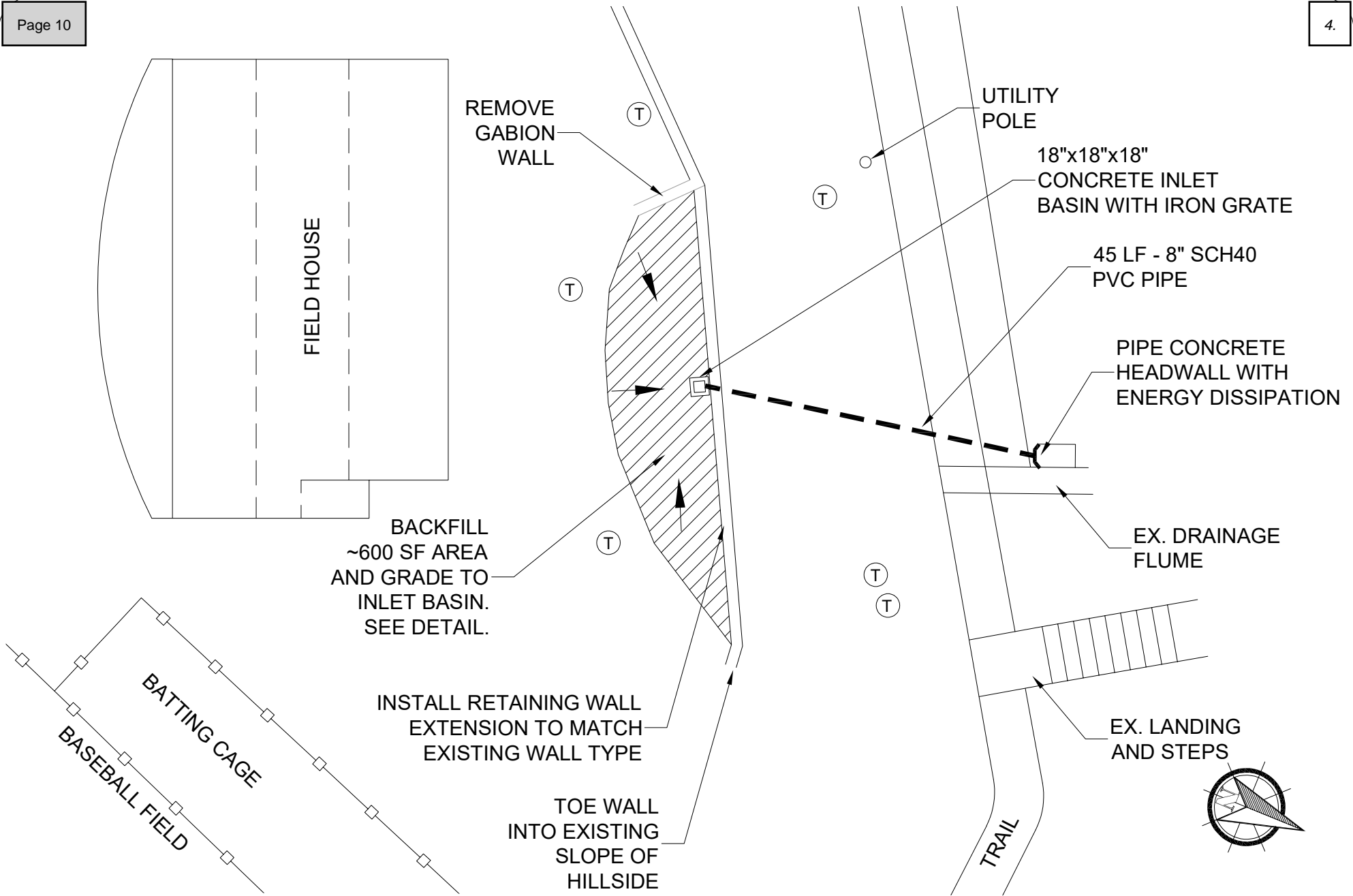
DREDGE OUT DETENTION POND  
AS DESIRED TO INCREASE  
DETENTION VOLUME



WATER CONSERVATION  
STORMWATER MANAGEMENT  
ALTERNATIVE WATER SUPPLY  
501 W POWELL LN, STE 206  
AUSTIN, TX 78753  
(512) 490-0932  
www.watercache.com  
TEXAS ENGINEERING FIRM #F-11414

DRN BY: CMG	CKD BY: CMG	APP BY: CMG	
REVISIONS:			
NO.	DESCRIPTION	DATE	APP BY

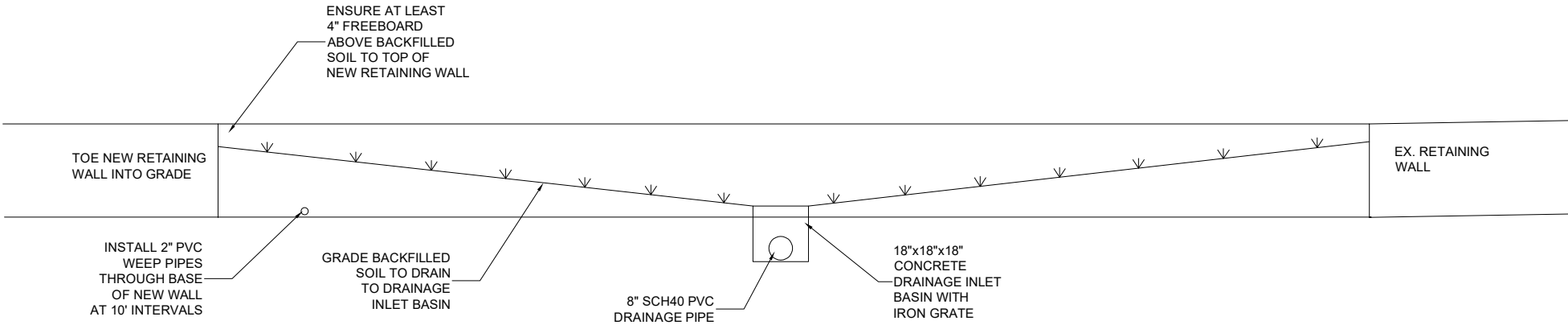
<b>DETENTION POND DETAILS - ROLLINGWOOD PARK</b>		
ADDRESS: 403 NIXON DRIVE, ROLLINGWOOD, 78746		
FILE NO: IWS SITE PLAN-ROLLINGWOOD	DATE: 05-14-24	
SIZE: A	SCALE: NTS	SHEET: 1 OF 1



**Innovative Water Solutions**  
 WATER CONSERVATION  
 STORMWATER MANAGEMENT  
 ALTERNATIVE WATER SUPPLY  
 501 W POWELL LN, STE 206  
 AUSTIN, TX 78753  
 (512) 490-0932  
 www.watercache.com  
 TEXAS ENGINEERING FIRM #F-11414

DRN BY: CMG	CKD BY: CMG	APP BY: CMG	
REVISIONS:			
NO.	DESCRIPTION	DATE	APP BY

<b>DRAINAGE SITE PLAN - ROLLINGWOOD PARK</b>		
ADDRESS:	403 NIXON DRIVE, ROLLINGWOOD, 78746	
FILE NO:	IWS SITE PLAN-ROLLINGWOOD	DATE: 05-14-24
SIZE:	A	SCALE: NTS
		SHEET: 1 OF 2



**Innovative Water Solutions**  
 WATER CONSERVATION  
 STORMWATER MANAGEMENT  
 ALTERNATIVE WATER SUPPLY  
 501 W POWELL LN, STE 206  
 AUSTIN, TX 78753  
 (512) 490-0932  
 www.watercache.com  
 TEXAS ENGINEERING FIRM #F-11414

DRN BY: CMG	CKD BY: CMG	APP BY: CMG	
REVISIONS:			
NO.	DESCRIPTION	DATE	APP BY

<b>UPPER PARK DETAILS - ROLLINGWOOD PARK</b>		
ADDRESS:	403 NIXON DRIVE, ROLLINGWOOD, 78746	
FILE NO:	IWS SITE PLAN-ROLLINGWOOD	DATE: 05-14-24
SIZE:	A	SCALE: NTS
		SHEET: 2 OF 2



**CITY OF ROLLINGWOOD**  
**403 NIXON DRIVE**  
**AUSTIN, TEXAS 78746**

**Sales:** Ted Maas  
**Rollingwood Park Drainage Analysis**  
 403 Nixon Drive Austin, Texas 78746

**Est ID:** EST4683792  
**Date:** Jun-06-2024

**Drainage Analysis** **\$4,372.00**

Scope of work:

1. Obtain base data and develop base map
2. Delineate drainage areas for park grounds
3. Compute design storm peak discharge

**Conceptual Design with Alternatives** **\$8,997.44**

Scope of work:

- The drainage study will inform our design
- Conceptual design will propose two alternatives
- The conceptual design will consist of a high level landscape plan view of the proposed alternatives
- Create priority areas for drainage solutions
- Coordinate with the trail construction contractor regarding the potential alternatives

**Deliverables** **\$2,328.40**

Scope of work:

- Conceptual design with two alternatives (see "Conceptual Design with Alternatives" scope of work)
- A description of the drainage analysis and of each alternative
- Cost ranges for each alternative

**Presentation** **\$1,178.40**

Scope of work:

- Present the drainage analysis and alternatives to the City of Rollingwood

	<b>Subtotal</b>	<b>\$16,876.24</b>
	<b>Taxes</b>	<b>\$0.00</b>
	<b>Estimate Total</b>	<b>\$16,876.24</b>

**Contract Payment Summary**

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 effect 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 planting 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:** 06/10/2024  
 \_\_\_\_\_

**Signature Date:** \_\_\_\_\_

**Email:** ted@maasverde.com





**K·FRIESE**  
**+ ASSOCIATES**  
PUBLIC PROJECT ENGINEERING



# **City of Rollingwood**

## **Rollingwood Park Drainage Concerns**

June 11, 2024



## *Presentation outline*

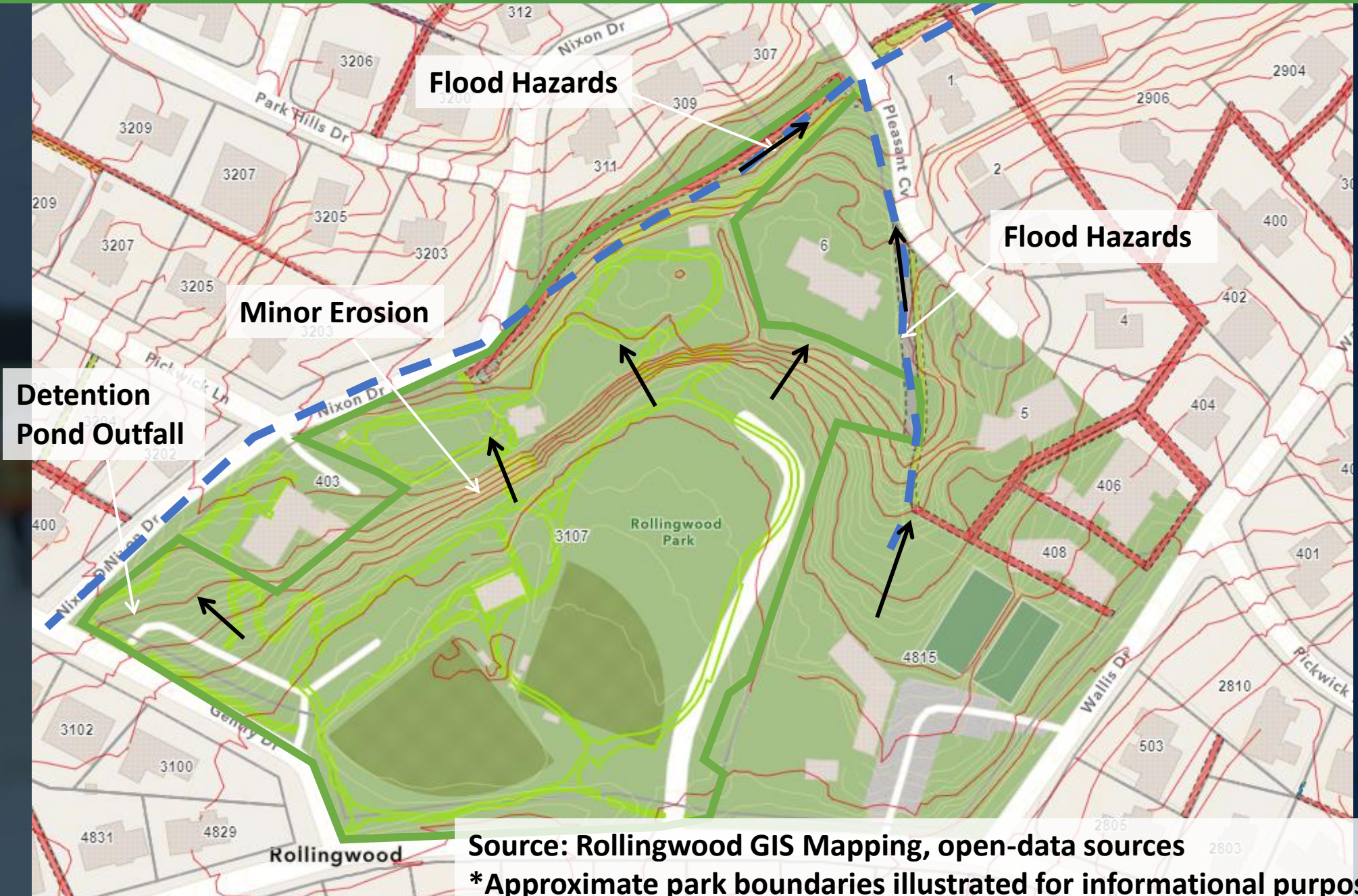
- **Project Location Overview**
- **Understanding the Problem**
  - Review of known issues
- **Cost-Benefits Discussion**
  - **Option 1 (\$\$\$):** Perform a detailed engineering study and then design to address bigger flood risk concerns; *High cost, major impacts to park, long timeline*
  - **Option 2 (\$):** Hire a landscape contractor to address minor concerns; *Low cost, provides immediate benefits*
- **Discussion**





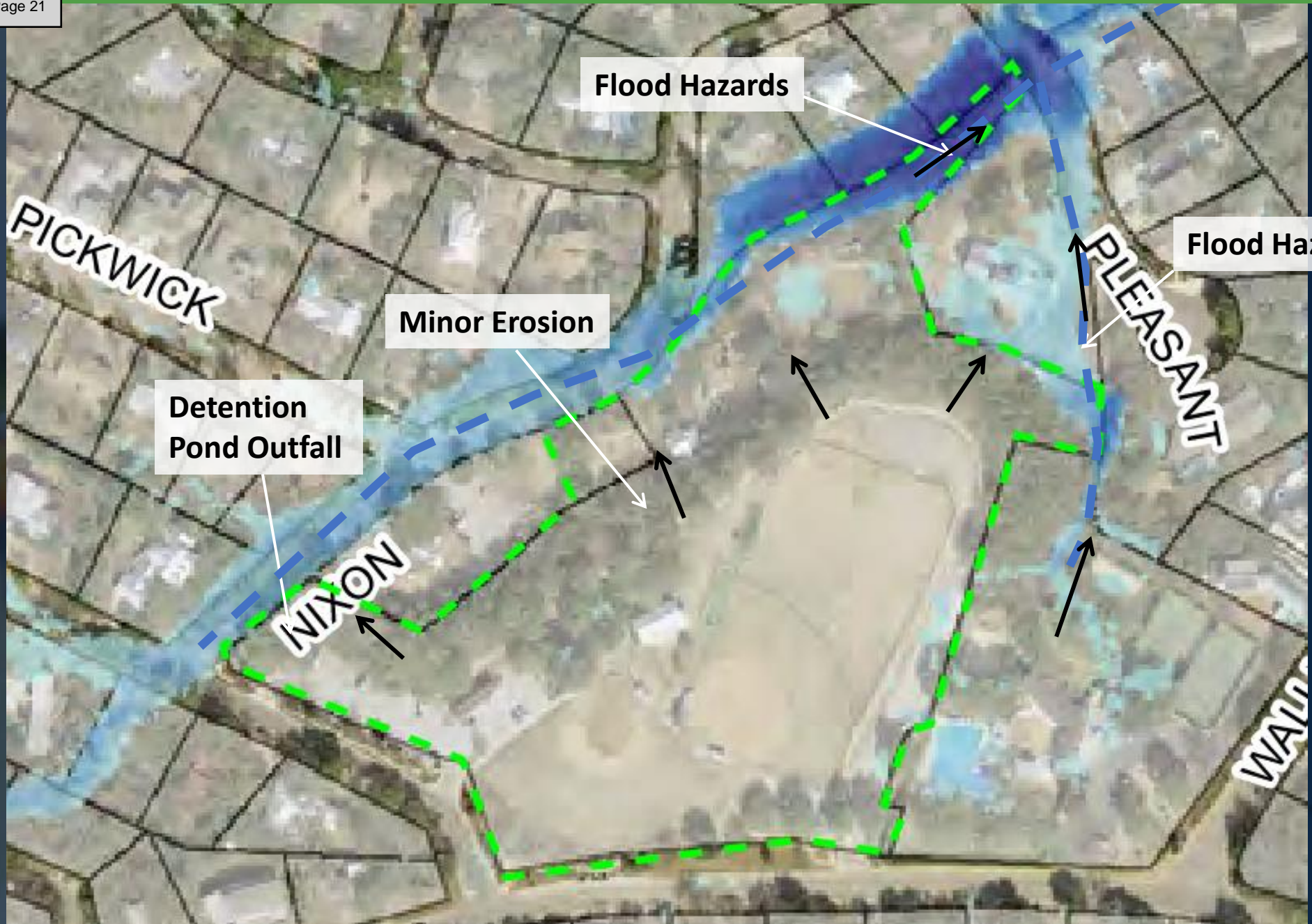
Source: Rollingwood GIS Mapping, open-data sources  
\*Approximate park boundaries illustrated for informational purposes only





Source: Rollingwood GIS Mapping, open-data sources  
\*Approximate park boundaries illustrated for informational purposes only

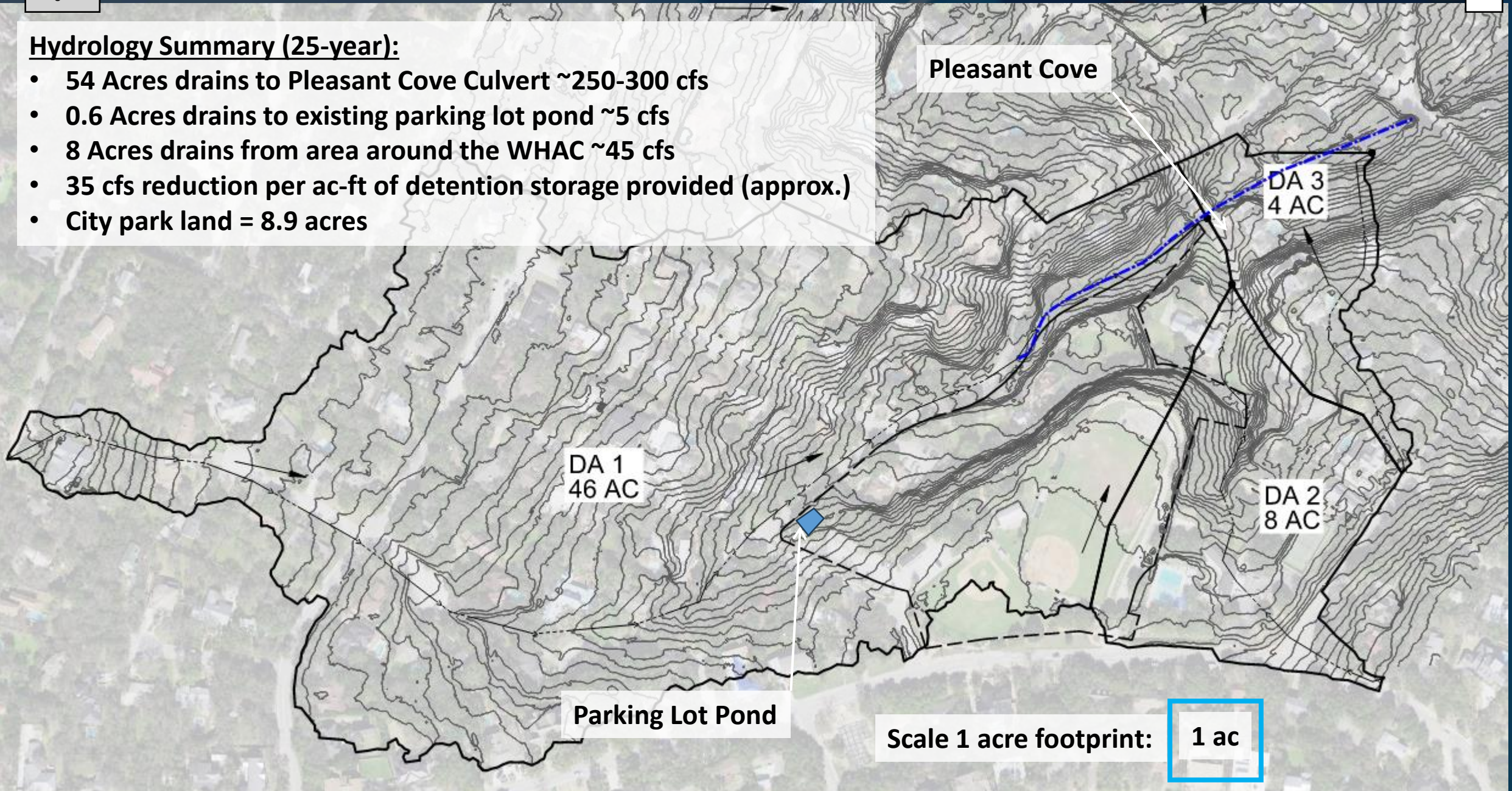






## Hydrology Summary (25-year):

- 54 Acres drains to Pleasant Cove Culvert ~250-300 cfs
- 0.6 Acres drains to existing parking lot pond ~5 cfs
- 8 Acres drains from area around the WHAC ~45 cfs
- 35 cfs reduction per ac-ft of detention storage provided (approx.)
- City park land = 8.9 acres











# EISCHEN

GENERAL CONTRACTING

ATX  
□□□

## Rollingwood Park Trail Reconstruction Estimate

Date: 6/7/24

**Scope of Work Summary:** There is currently approximately 1,900 linear feet of decomposed granite trail with limestone block edging creating a loop trail that requires reconstruction with *stabilized decomposed granite* to achieve the same aesthetic appearance and mitigate erosion and maintenance requirements as well as the associated expenses. The current trail and edging will have to be removed and new road base and stabilized decomposed granite will need to be applied to ensure adequate base compaction and cross slope drainage. It is possible to recycle the existing limestone edging although some additional limestone block and cement stabilized sand will be required to reconstruct the limestone edging correctly.

It is evident that the north and west side of the loop (approximately 900 linear feet) is experiencing erosion caused by sheet flowing water across the trail surface as well as limestone block edging failure. These types of environmental conditions require a strong binder to resist erosion and hold up to maintenance vehicle traffic during saturated/wet conditions (i.e., *Stalok Decomposed Granite*). The South and East side of this trail loop appears to have fewer drainage issues and warrants the use of water activated binder (i.e., *Stabilizer Decomposed Granite*).

It is also noted that concrete transitions are needed between decomposed granite and concrete sidewalk/curb cut elements to ensure ADA compliance over time, trail use, and exposure to the elements.

It is possible for this project to be completed within a 2-month timeline (from demo to complete reconstruction) given fair working weather conditions and accessibility to working area. It is also possible for this project to be phased according to jobsite accessibility/park operations/scheduling and/or budget constraints. This type of phasing will have impacts on the estimate so please let me know if a phased project implementation is required.

Maas Verde is to complete Engineering Drainage Report that will inform the trail drainage infrastructure (Estimate for trail drainage infrastructure TBD after engineering drainage report is complete).

**Trail Reconstruction Alternatives and Budget:** EGC can also provide alternative trail surface construction methodologies and/or materials that could provide cost savings. These alternatives could include concrete, pervious concrete, and/or the removal of the limestone edging that can result in cost savings.



□□□

AVA SHARIFIAN  
512.445.0128  
ava@egcatx.com

www.egcatx.com

TIM EISCHEN  
512.949.9890  
tim@egcatx.com





# EISCHEN

GENERAL CONTRACTING

ATX

**ITEMIZED ESTIMATE:**

Construction Element	Item Description	Estimated Total
<b>Equipment and Operations Necessary to Demo and Repair Approximately 1,850 linear feet of trail</b>	CAT 299D2 skid with bucket and forks	\$ 7,306.88
	47" double drum ride-on roller	\$ 7,306.88
	Equipment Operations	\$ 35,073.00
	Hauling of all excavated materials	\$ 3,507.00
	Water tank/truck	\$ 1,500.00
	<b>Subtotal</b>	<b>\$ 54,693.75</b>
<b>Application of new material</b>	Stalok DG Material	\$ 49,297.05
	Stabilizer DG Material	\$ 11,907.50
	Road base	\$ 6,645.60
	Portland cement	\$ 1,591.44
	Sand	\$ 4,340.28
	Limestone cut block (6"x6") Allowance	\$ 1,139.87
	Backfill soil allowance	\$ 3,288.09
	Labor	\$ 85,000.00
<b>Subtotal</b>	<b>\$ 163,209.84</b>	
<b>Miscellaneous</b>	Allowance for Tree protection	\$ 3,653.44
	Allowance for Concrete transition elements	\$ 10,960.31
	Fuel for equipment and generators	\$ 730.69
	Erosion Control silt fence for approximately 1900 lf	\$ 3,887.26
	Allowance for irrigation repairs	\$ 2,192.06
	<i>Contingency for engineered drainage solutions TBD</i>	\$ -
	Staging security fencing	\$ 1,948.50
	Portable Toilet	\$ 1,169.10
<b>Subtotal</b>	<b>\$ 24,541.36</b>	
<b>Mobilization Fee</b>		<b>\$ 7,500.00</b>
<b>Estimated Grand Total</b>		<b>\$ 249,944.95</b>

**Note\*:** This estimate is subject to change. If construction phasing is required, the mobilization fee will need to be adjusted accordingly. EGC will be happy to work with the Rollingwood Park Team to develop additional itemized estimates for trail surface alternatives and/or value engineered alternatives for a consultation fee to be determined based on scope of work and desired deliverables.



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# ESTIMATE

All Seasons Lawn Care  
160 Tower View St  
Bastrop, TX 78602

allseasonlawncare2021@gmail.com  
+1 (512) 988-6171

## Ismael Parra

Bill to  
Ismael Parra

### Estimate details

Estimate no.: 1099  
Estimate date: 05/12/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Landscaping Work	existing stone 4X6 parallel lines total feet 400  explanation of job please note Well be removing existing stone so that way we can place concrete mix rib Bar then install back the stone. Leave a joint 1/2inch and to cover joints well use white cement with sand.  Install 100 sq. ft of decomposed granite  price per feet... \$24.50 per feet parallel	1	\$9,800.00	\$9,800.00
<b>Total</b>					<b>\$9,800.00</b>

# ESTIMATE

All Seasons Lawn Care  
160 Tower View St  
Bastrop, TX 78602

allseasonlawncare2021@gmail.com  
+1 (512) 988-6171

Isma

Bill to  
Isma

### Estimate details

Estimate no.: 1109  
Estimate date: 01/07/2024

#	Product or service	Description	Qty	Rate	Amount
1.	<b>Landscaping Work</b>	existing stone 4X6 parallel lines total fee 5,200  explanation of jobs please note Well be removing existing stone so that way we can place sand concrete rib bar then install back the stone and leave a joint 1/2 inch and cover joints well use white cement stone with sand.  price per feet \$20.50 per feet parallel	1	\$106,600.00	\$106,600.00
<b>Total</b>					<b>\$106,600.00</b>

Google Map overview of trail assessment:

<https://www.google.com/maps/d/u/0/viewer?mid=1CcMHKka3bCzQIALrpDY2-LX-pT3z1fM&ll=30.275380003063002%2C-97.78757835&z=19>

# AGENDA ITEM SUMMARY SHEET

City of Rollingwood

Meeting Date: June 11, 2024

**Submitted By:**

Mary Elizabeth Cofer, Diana Wallace, Don Hudson

**Agenda Item:**

A quotation has been received by City Administration and members of the Tree Subcommittee or the Park Commission.

Ted Maas of Mass Verde will be present at the noon meeting on June 11 to discuss the quotation and take questions from the Park Commission members.

Two primary sites for the trees and other plantings have been identified in the upper park

1. Area between Butterfly Garden and fence for fields 3, 4, and 5. Tree selection and planting locations must make sure the trees do not shade the Butterfly Garden excessively as the sun moves across the sky.
2. Area between fields 2, fields 3, 4, and 5 and the parking area

**Actions:**

- Park Commission review and approval of final design and cost estimates before sending to City Council

**Fiscal Impacts:**

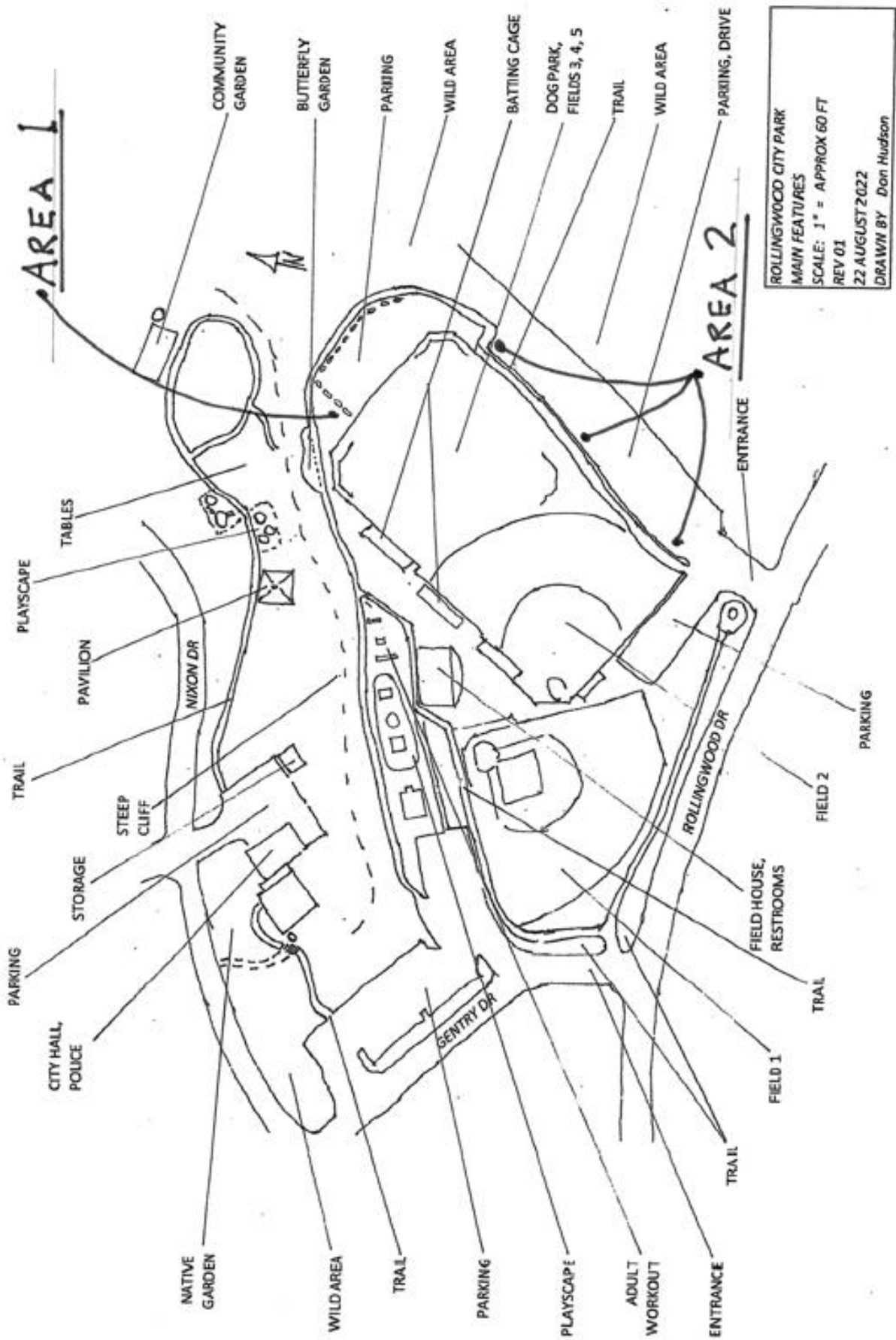
- Costs provided in attached Maas Verde quotation. See attachment
- RCDC may be able to contribute some funding to this effort.

**Attachments:**

- Map of park showing locations for tree planting.
- Pages 1 and 2 of Maas Verde 6 page quotation detailing costs for purchase and installation of trees, other plantings, and irrigation.

**Note:** Addition of trees to the park came up earlier as a suggestion for how citizens could be honored for their long term connection and contribution of the City of Rollingwood and the Park. As the Tree Project has moved forward, the addition of trees to the park appears to no longer be a part of the discussion.

Is addressing honoring of citizens something needing further discussion or should it be tabled indefinitely?



P 2

**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

Maas Verde Landscape Restoration  
14500 Nutty Brown Rd.  
Austin, Texas  
78737

P.(512) 588-8173

<https://maasverde.com/>  
[andy@maasverde.com](mailto:andy@maasverde.com)

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

<b>Irrigation</b>	<b>\$10,096.75</b>
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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

<b>Subtotal</b>	<b>\$46,174.50</b>
<b>Taxes</b>	<b>\$2,766.37</b>
<b>Estimate Total</b>	<b>\$48,940.87</b>

**Contract Payment Summary**

<b>PO #</b>	<b>Contract #</b>

**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





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403 NIXON DRIVE  
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<b>PO #</b>	<b>Contract #</b>
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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

100-GENERAL FUND

PARK DEPARTMENT

66.67% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
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PERSONNEL

100-5-55-5000 SALARY	38,252.00	2,368.14	21,632.77	56.55	16,619.23
100-5-55-5002 HOLIDAY COMPENSATION	0.00	0.00	0.00	0.00	0.00
100-5-55-5006 OVERTIME/PLANNED OVERTIME	0.00	0.00	0.00	0.00	0.00
100-5-55-5007 STIPENDS/CERTIFICATIONS	1,180.00	630.01	630.01	53.39	549.99
100-5-55-5009 RETIREMENT PAYOUT RESERVE	0.00	0.00	0.00	0.00	0.00
100-5-55-5010 TRAINING	3,000.00	0.00	1,170.13	39.00	1,829.87
100-5-55-5020 HEALTH INSURANCE	3,100.00	265.44	1,825.57	58.89	1,274.43
100-5-55-5030 WORKERS COMP INSURANCE	1,000.00	0.00	970.95	97.10	29.05
100-5-55-5035 SOCIAL SECURITY/MEDICARE	3,017.00	229.35	1,703.08	56.45	1,313.92
100-5-55-5040 UNEMPLOYMENT COMP INSUR	45.00	1.29	43.14	95.87	1.86
100-5-55-5050 TX MUNICIPAL RETIREMENT SYS	5,126.00	388.87	2,709.23	52.85	2,416.77
100-5-55-5060 STORM RELATED PAYROLL	0.00	0.00	0.00	0.00	0.00
<b>TOTAL PERSONNEL</b>	<b>54,720.00</b>	<b>3,883.10</b>	<b>30,684.88</b>	<b>56.08</b>	<b>24,035.12</b>

SUPPLIES & OPERATION EXP

100-5-55-5101 FAX / COPIER	0.00	0.00	0.00	0.00	0.00
100-5-55-5103 PRINTING & REPRODUCTION	250.00	0.00	0.00	0.00	250.00
100-5-55-5110 POSTAGE	0.00	0.00	0.00	0.00	0.00
100-5-55-5114 COVID-19	0.00	0.00	0.00	0.00	0.00
100-5-55-5115 STORM RELATED EXPENSES	0.00	0.00	0.00	0.00	0.00
100-5-55-5120 SUBSCRIPTIONS & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00
100-5-55-5125 TRAVEL	0.00	0.00	0.00	0.00	0.00
100-5-55-5130 UTILITIES	12,000.00	7,564.86	8,375.42	69.80	3,624.58
100-5-55-5140 TELEPHONE	0.00	0.00	0.00	0.00	0.00
100-5-55-5145 UNIFORMS & ACCESSORIES	1,000.00	0.00	0.00	0.00	1,000.00
100-5-55-5157 RECORDS MANAGEMENT	0.00	0.00	0.00	0.00	0.00
100-5-55-5158 OFFICE SUPPLIES	250.00	2.03	32.22	12.89	217.78
100-5-55-5159 CITY EVENT SUPPLIES	500.00	0.00	16.22	3.24	483.78
100-5-55-5164 EQUIPMENT MAINT & REPAIRS	1,500.00	1,157.47	1,516.60	101.11 (	16.60)
100-5-55-5171 EQUIPMENT	3,500.00	0.00	0.00	0.00	3,500.00
100-5-55-5172 SAFETY EQUIPMENT	375.00	0.00	375.67	100.18 (	0.67)
100-5-55-5190 MATERIALS	10,500.00	525.19	6,445.19	61.38	4,054.81
100-5-55-5191 MAINTENANCE	6,000.00	138.06	5,370.27	89.50	629.73
100-5-55-5195 VEHICLE OPERATIONS	3,000.00	247.04	1,262.12	42.07	1,737.88
100-5-55-5196 VEHICLE MAINT & REPAIRS	1,000.00	0.00	904.26	90.43	95.74
100-5-55-5198 FIELDHOUSE SUP & MAINT-JANITOR	9,000.00	420.00	3,614.66	40.16	5,385.34
<b>TOTAL SUPPLIES &amp; OPERATION EXP</b>	<b>48,875.00</b>	<b>10,054.65</b>	<b>27,912.63</b>	<b>57.11</b>	<b>20,962.37</b>

CONTRACTUAL SERVICES

100-5-55-5255 VEHICLE INSURANCE	600.00	0.00	427.22	71.20	172.78
<b>TOTAL CONTRACTUAL SERVICES</b>	<b>600.00</b>	<b>0.00</b>	<b>427.22</b>	<b>71.20</b>	<b>172.78</b>

MISCELLANEOUS OTHER EXP

100-5-55-5300 COMPUTER SOFTWARE & SUPPORT	500.00	2.75	22.00	4.40	478.00
100-5-55-5350 TOOLS/EQUIPMENT & REPAIR	1,000.00	0.00	932.37	93.24	67.63
<b>TOTAL MISCELLANEOUS OTHER EXP</b>	<b>1,500.00</b>	<b>2.75</b>	<b>954.37</b>	<b>63.62</b>	<b>545.63</b>

100-GENERAL FUND

PARK DEPARTMENT

66.67% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CAPITAL OUTLAY</u>					
100-5-55-5414 COMPUTERS	500.00	0.00	0.00	0.00	500.00
100-5-55-5455 IMPROV TO EXISTING PARK ASSETS	1,000.00	0.00	2,350.39	235.04 (	1,350.39)
100-5-55-5456 PLANTS FOR PARK AND ENTRANCES	2,000.00	2,540.00	820.00	41.00	1,180.00
100-5-55-5494 VEH FIN NOTE - DEBT SERVICE	785.00	0.00	0.00	0.00	785.00
100-5-55-5495 NEW VEHICLE & OUTFITTING	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL OUTLAY	4,285.00	2,540.00	3,170.39	73.99	1,114.61
<u>OTHER NON-DEPARTMENTAL</u>					
100-5-55-5512 PLAYGROUND MULCH & MAINT	8,500.00	0.00	0.00	0.00	8,500.00
100-5-55-5515 MAINTENANCE BUILDING	<u>0.00</u>	<u>0.00</u>	<u>195.67</u>	<u>0.00</u>	<u>(195.67)</u>
TOTAL OTHER NON-DEPARTMENTAL	8,500.00	0.00	195.67	2.30	8,304.33
TOTAL PARK DEPARTMENT	118,480.00	16,480.50	63,345.16	53.46	55,134.84