

**WHITEWATER SPRINGS POA BOARD OF  
DIRECTORS SEPTEMBER 20, 2017 MEETING**

**AGENDA ITEM VIII HOWARD HINSON MOWING  
PROPOSALS**

Howard Hinson

108 FIELDLARK DR  
TX 78611  
512-630-4790

# Estimate

Date	Estimate #
8/13/2017	2

Name / Address
Whitewater Water Supply 1321 Whitewater Bertram, TX 78605

Project

Description	Qty	Rate	Total
Mow blow and trim roadways, entrance, park and lake		2,333.00	2,333.00
Monthly mowing and trimming of 1174 fenceline, tank at the park, waters edge around lake, rip rap, and backside of dam.		0.00	0.00
Spraying of 1174 fenceline, flower beds, road ways, and rip rap throughout White Water.		1,500.00	1,500.00
<b>Total</b>			\$3,833.00

# Lawn Maintenance Contract

This agreement for Lawn Maintenance services between October 2017 – October 2020 (hereafter referred to as "Client") and Howard Hinson (hereafter referred to as "Contractor") is made and entered into upon the following date: 10 / 1 / 2017.

The lawn stated in this agreement is found at the following address:

White Water Springs Subdivision Bertram, TX 78605

The Client would like to have the above mentioned lawn maintained on a regular basis. The Client and Contractor hereby agree to the following terms:

1. Contractor will provide all equipment necessary to perform normal maintenance services on the above mentioned areas Whitewater H.O.A will supply all chemical materials to spray shoulder of roadway and rip rap.
2. Client will pay Contractor \$ 3833.00 on the last day of each month for regular maintenance services performed for the month. This is based on yearly service with some months needing more attention than others.
3. Extra work that has a cost that is less than or equal to \$50 shall be performed by the Contractor without the Client's consent. However, work that is to be estimated greater than \$50 the Contractor must receive authorization by the Client before the additional maintenance is provided.
4. "Regular Maintenance" will include the following: mowing of the entry, park and dry pond at park, roadways, nature trail, 1174 fence line, upper tank dam and surrounding areas of tank. Contract will also include a monthly, spraying of herbicide along road edge, rock beds, 1174 fence line and rip rap areas. White Water will supply herbicide of choice.
5. Contractor will begin performing regular lawn maintenance on the following date: 10 / 1 / 2017. Thereafter, regular lawn maintenance will be performed on a mutually agreed upon schedule.
6. Contractor will provide and maintain current insurance coverage while performing services at this location.

In agreement to the above mentioned terms the Client and Contractor sign below:

## Applicable Law

This contract shall be governed by the laws of the State of TEXAS in BURNET County and any applicable Federal Law.

\_\_\_\_\_/\_\_\_\_\_  
Signature of Client. Signature of Contractor. Date



**LAWN MAINTENANCE CONTRACT (the “Agreement”)  
BY AND BETWEEN WHITEWATER SPRINGS PROPERTY OWNERS  
ASSOCIATION AND HOWARD HINSON LAWN MAINTENANCE**

This Agreement for Lawn Maintenance services is between Whitewater Springs Property Owners Association (hereafter referred to as “Client”) and Howard Hinson Lawn Maintenance Services, a sole proprietor, (hereafter referred to as “Contractor”), whose offices are located at 108 Fieldlark Drive, Burnet, Texas 78611.

**PROJECT LOCATION:**

Contractor’s landscaping maintenance on behalf of Client are located within the Whitewater Springs Subdivision (designated as Area 1), Whitewater Springs Subdivision FM 1174 entrance, including that certain 0.61-acre partial located on Section 3 Lot 370 (designated Area 2), and within and along an approximate 8-foot wide strip of land that is contiguous with the Whitewater Springs Subdivision FM 1174 frontage and whose center is the fence line located on the west right of way line for FM 1174 (designated as Area 3).

**CONTRACTOR’S REQUIRED ACTIVITIES:**

Contractor shall provide to the Client all materials (unless otherwise noted below), equipment and labor to perform the following services, within each Area defined above:

Area 1: Contractor shall mow and/or line trim with line trimmers (if) 6-feet from end-of-pavement along and parallel to all Subdivision streets, (ii) approximately 2-acres located within Whitewater Springs Park, (iii) all Client’s owned rock/concrete rip-rap areas, area located within Whitewater Springs Reservoir water’s, and (iv) downstream slope of Whitewater Springs Dam<sup>1</sup>. This activity includes both street sides. Contractor understands and acknowledges that Client owns and maintains approximately 11.5 miles of streets located within Whitewater Springs Subdivision. Trimming grass and weed area not accessible by mowers will be trimmed with line trimmers at each service visit or as needed, unless otherwise noted. In addition, Contractor will blow all cuttings from roadway and driveway surfaces. In addition, and as set in this Agreement, Contractor will chemically spray, with Client provided chemical, subareas located in Area 1, as directed by the Client.

Area 2: Contractor shall mow and/or line trim with line trimmers all grass and weed areas located along and both sides of Whitewater Springs Drive from FM 1174 to the Subdivisions main gate entrance and located within the 0.62-acre parcel located on the

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<sup>1</sup> Client and Contractor understands that the mowing/trimming of the downstream slope of Whitewater Springs Dam cannot commence by the Contractor until Client, under separate contract, performs an initial brush/tree clearing in subarea.

north side of Whitewater Springs Drive. Trimming grass and weed area not accessible by mowers will be trimmed with line trimmers at each service visit or as needed, unless otherwise noted. In addition, Contractor will blow all cuttings from roadway and parking surfaces. Contractor will weed and maintain flowers/landscaping beds<sup>2</sup> located within Area 2. In addition, and as set in this Agreement, Contractor will chemically spray, with Client provided chemical, areas located in Area 2, as directed by Client.

Area 3: Contractor shall mow and/or line trim with line trimmers all grass and weed areas located along and both sides of Whitewater Springs Drive from FM 1174 fence. Trimming grass and weed area not accessible by mowers will be trimmed with line trimmers at each service visit or as needed, unless otherwise noted. In addition, and as set in this Agreement, Contractor will chemically spray, with Client provided chemical, areas located in Area 3, as directed by the Client.

**FREQUENCY SCHEDULE:**

Unless otherwise modified in writing from the Client to the Contractor, Contractor shall adhere to the following schedule in performance of his work activities set forth in this Agreement:

TASK	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC
Area 1 (i)	X	X	X	X	X	X	X	X	X	X	X	X
Area 1 (ii)	X		X		X		X		X		X	
Area 1 (iii)	X		X		X		X		X		X	
Area 1 (iv)				X		X		X				X
Area 2	X	X	X	X	X	X	X	X	X	X	X	X
Area 3	X		X		X		X		X		X	

Note: "X" = Once per month with goal, depending on weather or otherwise direct by Client in writing, to have work completed by the end of the second business week of each month.

**CONTRACT TERMS**

This Agreement shall take effect upon signing of the contract both parties, unless there are modifications to or a termination of the Agreement. Client is committed to a 12-month service Agreement upon signing of the Agreement, and may not terminate Agreement before 12 months. Either the Client or Contractor may cancel the Agreement with a 30-day written notice, provided the Contractor has fulfilled the 12-month service requirement.

This Agreement will automatically renew every 12 months unless the Client notifies Contractor of cancellation with a 30-day written notice.

**ADDITIONAL NOTES ABOUT CONTRACTOR'S SERVICE**

Items which Contractor are unable to include in our service:

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<sup>2</sup> Beds will be kept free of weeds, debris, leaves, etc. Beds will be raked when needed to maintain clean appearance.

1. Responsibility for any damage caused by factors beyond our control. (Vandalism, flooding, earthquakes, fire, disease, insect infestation.)
2. Pruning of trees over 15 feet high.
3. Watering of turf and bed areas if no irrigation system is present.

### **PAYMENT FOR SERVICES**

As consideration for services outlined in this Agreement, Client agrees to pay Contractor \$3,833.00, per month for (12) twelve consecutive months, unless Agreement is terminated as provided for herein. Invoices for the current month's services will be sent by Contractor to the Client on the 1st of each month. Terms for payment will be net 20-calendar days. Any payments which are not mailed via U.S. Postal Service by the stated terms will be charged a 2% per month late charge beginning from due date and continuing until paid in full. If at any time during the Agreement a payment becomes more than 60 days past due, Contractor may terminate contract for services 7 days after written notice is delivered to client.

### **INSURANCE & LIABILITIES**

Contractor agrees to maintain proper licenses and insurance as required by the State of Texas, including but not limited to, workmen's compensation and a general automobile and liability insurance policy of \$1,000,000 each. Whitewater Springs POA will be named as a co-insured on Contractor's insurance policies. Contractor shall provide Client with a copy of Client's insurance policies pertaining to this Agreement by January 30 of each calendar year this Agreement is in effect.

Client will not be held responsible for any personal injury or damage caused by direct actions of Contractor and its employees. Contractor agrees to hold harmless Client and all of Client's officers, agents and representatives and all legal residents of the Whitewater Springs Subdivision.

It is understood between the parties that Contractor is an independent contractor to the Client and not an employee of the Client. Client will not provide any fringe benefits including health insurance benefits, paid vacation, or any other employee benefit to the behalf of the Contractor.

### **GUARANTEE**

Contractor agrees to perform all landscaping services in a workmanlike manner and will not perform services or act in any way which is illegal or violates any local, state or federal requirements.

### **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and there are no other promises or

conditions in any other contract whether written or oral.

**APPLICABLE LAW**

This contract shall be governed by the laws of the State of Texas and Burnet County and any applicable Federal Law.

**EXECUTION**

By signing below, Client and Contractor agrees to and understands all terms and conditions outlined in this Agreement.

**CONTRACTOR:**

\_\_\_\_\_  
Howard Hinson

\_\_\_\_\_  
Date

**CLIENT:**

\_\_\_\_\_  
Don Rauschuber, President WWSPOA

\_\_\_\_\_  
Date

Howard Hinson

108 FIELDLARK DR  
TX 78611  
512-630-4790

# Estimate

Date	Estimate #
8/13/2017	4

Name / Address
Whitewater Subdiv.

			Project
Description	Qty	Rate	Total
Oak trees trim and spray cuts. Remove two dead redbud trees. Clear trees from fence line and perform initial cut. Clean flower beds and add four yards of river rock to entrance beds.	22	75.00	1,650.00
Clear all scrub brush eight foot from road edge and trim all oaks thirteen foot above road way.	72	75.00	5,400.00
Cut large dead limbs hanging down around pavilion. Remove fallen oak behind pavilion. Trim and spray cuts of laid over oak tree next to pool house. Trim and spray cuts of small oaks around pool.	18	150.00	2,700.00
Remove scrub brush under trees and in pond. Initial grass cut in pond. Raise limbs over drive areas.			
Remove all scrub brush on back side of dam. Remove all scrub brush from waters edge on sides of pond. Initial mowing and clean up of grass areas to be maintained.	100	75.00	7,500.00
Trimming and spraying rip rap areas.	10	75.00	750.00
		<b>Total</b>	\$18,000.00