

**WHITEWATER SPRINGS POA BOARD OF
DIRECTORS OCTOBER 11, 2017 MEETING**

**AGENDA ITEM VIII
HOWARD HINSON LANDSCAPE
MAINTENANCE CONTRACTS (Non-Executed)**

**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 (i) 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 Dam¹. 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

¹ 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 beds² 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’ FM 1174 fence, a linear distance of 3,300±. 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 24-month service Agreement upon execution of this Agreement by both parties. Notwithstanding the foregoing, either the Client or Contractor may cancel the Agreement with a 30-day written notice.

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

The Effective Date of this Agreement shall be the date of the Client’s signature.

ADDITIONAL NOTES ABOUT CONTRACTOR’S SERVICE

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

Items which Contractor are unable to include in our service:

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

**LANDSCAPE 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.

CONTRACTOR’S REQUIRED ACTIVITIES:

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

Activity 1: Whitewater Springs Subdivision FM 1174 Entrance Area, Including That Certain 0.61-Acre Tract Located Adjacent to Entrance

Contractor shall:

- (1) trim all oak trees and spray tree cuts with approved sealant;
- (2) remove two dead redbud trees;
- (3) clear trees from fence line and perform initial cut/trimming of all vegetation within and adjacent to fence line; and
- (4) clean flower beds and add four yards of river rock to entrance beds.

Contractor may dispose organic material at the Client’s burn site located on Whitewater Springs Lot 512-A. Contractor’s lump sum cost for Activity 1 is \$1,650.00. Contractor will perform Activity 1 within 30 calendar days of the Effective Date of this Agreement.

Activity 2: Along and Parallel to All Whitewater Springs Subdivision Streets

Contractor shall:

- (1) clear and remove all scrub brush eight (8) feet from edge of pavement along and on both sides of roadways;
- (2) trim all oak and other trees thirteen feet above roadway; and
- (3) spray all oak tree cuts with approved sealant.

Contractor may dispose organic material at the Client's burn site located on Whitewater Springs Lot 512-A. Contractor's lump sum cost for Activity 1 is \$5,400.00. Contractor will perform Activity 2 within 60 calendar days of the Effective Date of this Agreement.

Activity 3: Whitewater Springs Subdivision Pavilion Area, Including Pavilion Entrance Road

Contractor shall:

- (1) cut and remove dead tree limbs and snags hanging down within Pavilion Area;
- (2) spray all oak tree cuts with approved sealant;
- (3) remove to ground level fallen oak tree behind pavilion;
- (4) trim and spray cuts of laid over oak tree next to pool house;
- (5) trim and spray cuts of small oaks around swimming pool;
- (6) remove all scrub brush under trees and in pond;
- (7) perform initial grass cut in pond and on pond embankment; and
- (8) raise tree limbs and spray oak tree cuts over all driveway areas.

Contractor may dispose organic material at the Client's burn site located on Whitewater Springs Lot 512-A. Contractor's lump sum cost for Activity 1 is \$2,700.00. Contractor will perform Activity 3 within 60 calendar days of the Effective Date of this Agreement.

Activity 4: Whitewater Springs Dam and Reservoir Area

Contractor shall:

- (1) remove and dispose of all scrub brush and trees located on the east face (i.e., downstream face of dam) of Whitewater Springs Dam;
- (2) remove and dispose of all scrub brush, including cattails, invasive salt cedars and other brush located along Whitewater Springs Reservoir water edges on all sides of reservoir; and
- (3) conduct initial mowing and cleanup of a grass areas to be maintained.

Contractor shall stockpile and burn all removed organic material to a Client approved temporary burn site located at the southeast intersection of Hollis Trail and Tenager Bend Drive. Contractor safely burn all organic material in strict accordance with local and State of Texas regulations. Contractor's lump sum cost for Activity 1 is \$7,500.00. Contractor will perform Activity 4 within 90 calendar days of the Effective Date of this Agreement.

Activity 5: Whitewater Springs Subdivision Rock and Concrete Rip Rap Areas

Contractor shall line trim and spray, with Client provided weed spray, the following Whitewater Springs rip rap areas:

- a. Chaney's Crossing detention pond, both sides of road.
- b. Corner of Spring Hollow Dr. and Chaney's Crossing.
- c. Small creek crossing on Chaney's Crossing between Spring Hollow Dr. and Oak Crest.
- d. Detention pond at the corner of Chaney's Crossing and Whitewater Dr. – Both sides of Chaney's Crossing.
- e. Along curves on West Creek.
- f. Along Chaney's Crossing coming down big hill from Maxwell's (615 Chaney's Crossing) to West Creek.
- g. Along both sides of Wagon Wheel and between cul-de-sac and Murphy Dr.
- h. Murphy Dr. at creek crossing near Vance driveway at 205 Murphy Dr.
- i. Corner on Whitewater Dr. at top of hill across from 2408 Whitewater Dr.
- j. S-curve on Whitewater Dr. at 1307 Whitewater Dr.
- k. Cow Creek crossing on Whitewater Dr. north of "Y" to Gray Fox Lane.
- l. Corner of Whitewater Dr. and Murphy Dr.
- m. Corner on Ash Juniper Way at 116 Ash Juniper Way.
- n. Crossing at Ash Juniper Way and Whitewater Dr. – both sides of WWD.
- o. Corner of Whitewater Dr. across from 324 Whitewater Dr.
- p. Creek crossing on Whitewater Dr. downhill from 501 Whitewater Dr.
- q. All rip-rap areas (i.e., discharge side of emergency spillway, north side of Hollis Drive, and north-east groan drainage way) at Whitewater Springs Dam.

Contractor's lump sum cost for Activity 5 is \$750.00. Contractor will perform Activity 4 within 60 calendar days of the Effective Date of this Agreement.

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.

The Effective Date of this Agreement shall be the date of the Client's signature.

PAYMENT FOR SERVICES

As consideration for services outlined in this Agreement, Client agrees to pay Contractor upon satisfactory completion, in Client's sole opinion, of each Work Activity described above. Contractor shall submit invoices to Client upon completion of each Work Activity. 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 within 30-days of the Effective Date of this Agreement.

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 Rauscher, President WWSPOA

Date