CCHOA Board Meeting Agenda
25 August 2021, 6:30pm
Circle C Community Center via zoom

I. Roll Call

II. Acceptance of Agenda

III. Acceptance of July 28, 2021 board meeting minutes *Trinh Bartlett*

IV. Homeowner Forum *(3 min each)*

V. Management Reports
   a. General Report, *Karen Hibpshman*
      1. July YTD Financials
   b. Landscape Report, *Clayton Hoover*
   c. Aquatics Report, *Brody McKinley*
   d. Maintenance Report, *Robert Bardeleben*

VI. Discussion Items
   a. Escarpment Loop Project
   b. 2022 Election (CC&R Vote)
   c. CCN Project – Xeriscape options
   d. Pandemic Policies
   e. Return to In-Person Meetings

VII. Action Items
   a. Compliance with 2021 Texas HOA laws
      1. Chapter 202 Installation Rules
      2. Bid Protocol
   b. CCN Engineering Contract
   c. CCN Boring Contract

VIII. Adjourn Public Meeting

IX. Executive Session

   a. Legal
   b. Deed Restriction Enforcement
   c. Communication

Attachments

1. July 2021 Board Meeting Minutes
2. General Report (including YTD Financials)
3. Landscape Report
4. Aquatics Report
5. Maintenance Report
6. Chapter 202 Installation Rules
7. Bid Protocol

Circle C Homeowners Association
Board Meeting Minutes
July 28, 2021

1. The CCHOA Board of Directors convened on July 28, 2021, via video conferencing (Zoom). Russ Hodes called the meeting to order at 6:31 p.m. In attendance were board members Russ Hodes, Michael Chu, Theresa Bastian, Natalie Placer-McClure and Stephen Bega. Jason Bram joined via phone. Trinh Bartlett was not present. CCHOA Manager Karen Hibpshman (HOA Manager), Marnie McLeod (Assistant Manager), Brody McKinley (Aquatics Director) and Robert Bardeleben (Facilities Coordinator) were present.

2. Russ presented the July 28, 2021 agenda and asked to move the Action Items up to Item 5. Michael motioned to approve the agenda with the change. Theresa seconded the motion. All were in favor and the motion passed.

3. The first action item was the Coves @ La Crosse Amenity Access Agreement. Karen explained that the agreement had not change except for the correction of assessments from $706.00 to $703.00. Natalie motioned to approve the Access Agreement as written. Theresa seconded the motion. Russ, Natalie, Theresa and Stephen voted yes. Jason and Michael voted no. With a vote of 4-2, the motion passed.

4. The second action item was the Social Media policy. Karen explained that we had put this on the agenda as an action item to discuss an official HOA Facebook page. Residents have made it clear they want an official HOA Facebook page. Natalie was able to secure a business page that would be the official HOA Facebook page. Natalie motioned to move forward with the official HOA Facebook page. Theresa seconded the motion. All were in favor and the motion passed.

5. Russ presented the June 30, 2021 Board of Directors Meeting Minutes. Natalie requested that we return to the bullet point minutes. Theresa motioned to approve the minutes as written. Natalie seconded the motion. All were in favor and the motion passed.

6. Karen provided the management report and the YTD Financials. For violations, it is the normal with trash cans, yard maintenance, inoperable vehicles and architectural (starting a project without approval). The financials are through the end of June and we are at 53% of assessments collected so far. On the financials, there are no areas of concern. For the Storm Damage, we are at just over 85K and the other expenses will be reflected on the July books.

   A couple of dates coming up. Bulk Item Collection for those South of Slaughter Lane starts August 2nd. The next Food Truck night is August 13th and Bulk Item Collection for those North of Slaughter Lane is August 30th. We are still taking reservations at the Community Center with a 50% capacity. In light of the increase of COVID cases, we are not increasing the capacity limits.

An update from the City of Austin on the removal of the dead/dying trees in the right-of-way. The maintenance and removal of trees and vegetation is covered under the Licensing Agreement and the Public Works Forestry will not be maintaining the HOA's right-of-way. The arborist has started the trimming and they will start removing the dead trees. We were also able to get the permit for the tree at the corner of South Bay/Escarpment.

We have had two pre-con meetings with AISD and Savage Landscaping. The second meeting was more productive since Savage's irrigator was on-site. They will be working on the hydraulics of the system between Escarpment between Bernia and Trissino, including the around the corner on Trissino towards the pool and Lot 44. The restoration area is disconnected from the controllers until the hydraulics are repaired.

We are in the process of changing the phone system at the Swim Center from AT&T to Spectrum which will result in the phone numbers changing. We will be sending out the new numbers in the blast email and also posting on the website.

7. Clayton presented the landscaping report. We have had cooler weather but it has started to warm up. All the irrigation has been turned on. All the dead rosemary has been removed. The brush hog mowing of the park has been completed. Trimming of additional damage shrubs has not been scheduled yet.

8. Brody presented the aquatics report. The report covers June operations. We have had 12,000 entries for June compared to 20,000 in 2019. We had one water rescue and 5 patron behavior incidents. Usage at the pools is starting to pick up and, on the weekends, during the late afternoon is the busier times at the pools.

9. Robert presented the maintenance report. We have been able to get back to maintaining and cleaning. All the mailboxes in the community have been power washed. We have started to see sand shooting back into the Swim Center pool from the filters. This is more likely a broken lateral line that will have to be fixed. It will be fine to stay open until fall but we will have to close the pool for a couple of days for the repair.

10. The first discussion item was Escarpment Loop Project. Russ: Is there any update? Karen: No update on the Escarpment Loop Project.

11. Stephen Bega left the meeting at 7:22pm.

12. The second discussion item was the 2021 Legislation.

    a. Chapter 202 Installation Rules – There are a couple of items that will affect CCHOA. The first is the display of a religious item. Currently, legislation limits the size and location to the front door. The new legislation states that all religious displays must be located within 15' of the dwelling's front most building line and ground mounted.

It can also not exceed 5' in height x 3' in width x3' in depth. Also included in the Installation Rules is Electric Generators. One of the last items is "Security Devices" which includes fencing, including all gates. That means owners could submit a request for front yard fencing. I will be working with the ACC on guidelines that will be in place in case those requests come in.

b. Contract Bid Protocol. This will go into effect starting September 1st. It will require Circle C to obtain multiple bids for all contracts that anticipate an expenditure of $50,000 or more for a single project or paid to a single payee over a 12-month period.

13. The third discussion item is the Board Meeting Cameras. One of the recommendations was the Owl Labs camera and we would need to use two in order to cover the area needed. They do interface with Zoom which would allow us to keep streaming the meetings including the Annual meeting.

14. The fourth discussion item was CCN project. Included in the packet is a proposal for the boring and an update to the engineering contract. After working with the boring company on the locations and including Allerton, we would need 13 bores. This will be an action item at the August board meeting.

15. Natalie motioned to adjourn the Public Meeting at 7:37 pm. Theresa seconded the motion. All were in favor and the motion passed.

16. The Board went into executive sessions at 7:39 pm to discuss the pools, Escarpment Lop and Homeowner Forum. No votes or actions were taken. The Board adjourned the executive session at 8:11 pm.

Circle C Homeowners Association
Manager's Report
June 28, 2021 – July 23, 2021

Violation Report (July 26th, 2021 – August 20th, 2021)

121 Violations

- 27 (22.31%) Rubbish and Debris
- 1 (.83%) Offensive Activities
- 35 (28.93%) Front Yard Maintenance
- 7 (5.79%) Architectural
- 11 (9.09%) Vehicle Storage
- 26 (21.49%) Repair of Exterior Damages
- 2 (1.65%) Exterior Lighting
- 1 (.83%) Fencing
- 5 (4.13%) Use Limitations
- 5 (4.132%) Maintenance

121 Violations by Stage

- 88 (72.72%) stage 1/cooperative letters
- 23 (19.0%) stage 2 letters
- 10 (8.26%) stage 3 letters

121 Violation Updates/Creates

- 59 (48.76%) Closed
- 46 (38.01%) New
- 9 (7.43%) Escalated
- 7 (5.78%) Re-Opened
- 2 (1.651%) Attorney

Administration

34 New Homeowner Packets mailed July 23rd – August 13th

Financial

AP checks were signed August 20th with Terri Giles

Upcoming Special Events

Aug 30th – Bulk Item Collection (North of Slaughter Lane)
Sept 6th – Labor Day – HOA Offices closed
Sept 17th – Food Trailer Night

Sept 29th – Board Meeting
Oct 16th – Community Wide Garage Sale
(Electronic Recycling/Paper shredding/Salvation Army)

Project/Updates

- Community Center Reservation. We are keeping the reservation capacity of 50% especially in light of the recent uptick in COVID.
- We have started the removal of the dead tree's and we have added others that evaluation, declined quickly and had to be removed
- Work by Savage Landscaping has not started on the damaged landscape are by AISD. Waiting for an update on their time-line.
- The phones at the Swim Center have been changed. The new number is 512-363-5578. Website has been updated and it has been included in the blast emails.
- Attended a meeting with the Corridor Project Folks concerning the Pedestrian Hybrid Beacon (PHB) that will be installed at the intersection of Vinemont and Slaughter Lane. The expect to start the project around September 16th and be completed by the end of the year.
  Marking on their maps for irrigation and electrical has been done so that it can be integrated in their over all plan to meet their "Higher Level of Care" document.
- Independent Citizens Redistricting Commission. We are hoping that we will be able to hold one of the "Independent Citizens Redistricting" meetings at the Community Center. As a date becomes available, we will put that information on the website and also in the blast email.
- Billing for Rowell was sent for a total of $48,349.12
- Billing for the City of Austin was sent for a total of $17,600.00
- The 2nd billing for the Commercial was sent for a total of $48,500.00
- The Cove @ Circle C Access Agreement was signed and have been recorded. Billing for the 2nd assessment was sent for a total of $2,109.00.

- **Capital Projects**

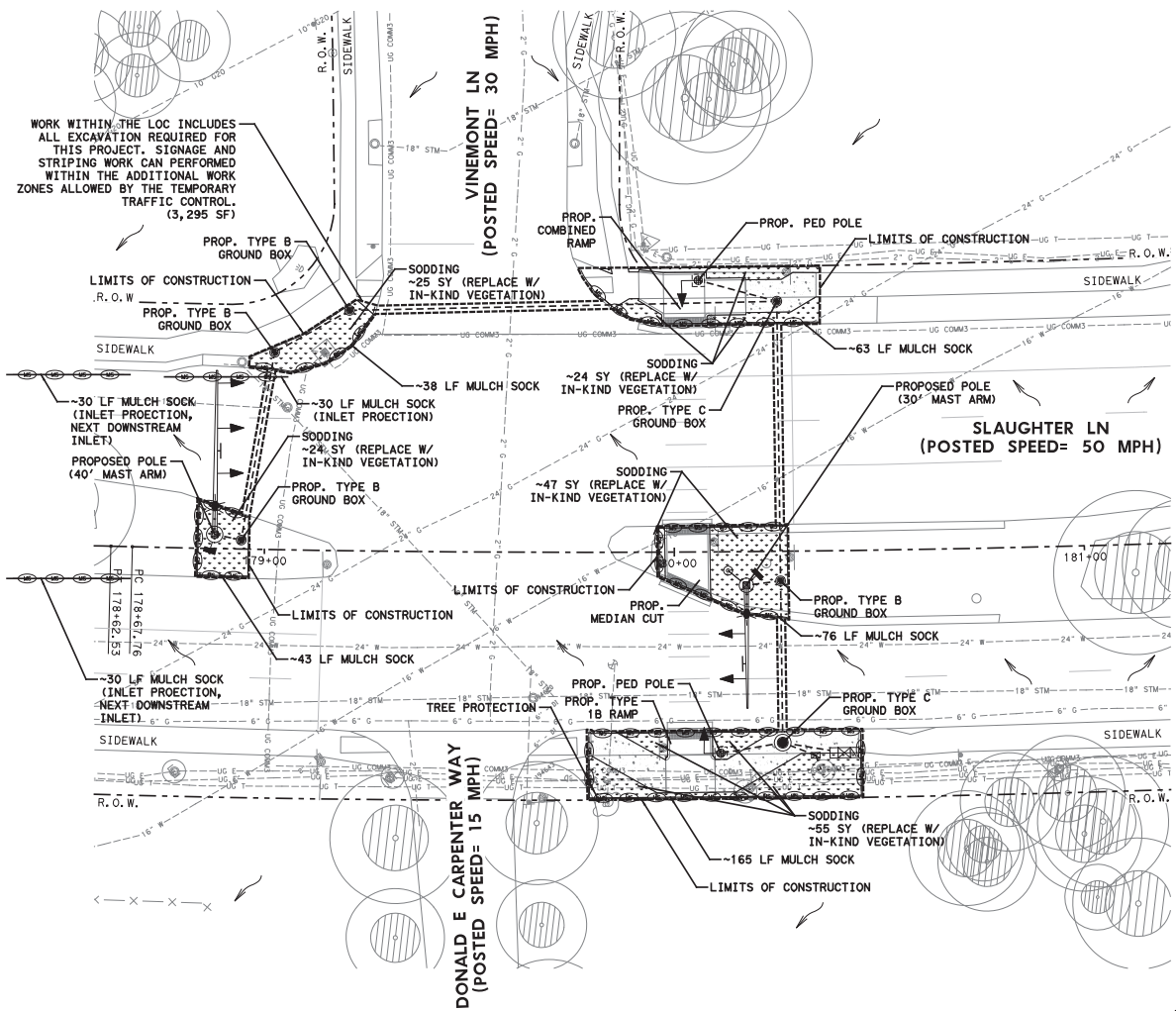
2021 Capital Budget Projects include:

Swim Center – Pool Covers	Completed
Swim Center – Wade Pool Repairs	Completed
Avana – Refinish splash pad feature	Completed
Swim Center/Café – repair/seal exterior walls	Completed
Community Center – replace 5 funbrellas	Completed
Avana – shade structure	Completed

Swim Center – Seal coating/Restriping	Completed
Community Center Partial Replaster	Completed
Escarpment Loop Project	Not Started
Circle C North Improvements	Water meter has been installed. Received proposal from the engineer and a boring bid
Monument Landscaping	Started
Construction Repairs	Repairs due to construction have been done at Bernia, Trissino, Slaughter, La Crosse, Escarpment and Archeleta.

Current or Future Projects

- ❑ Irrigation Infrastructure
- ❑ Signage
- ❑ Monuments
- ❑ Landscape Prep
- ❑ Expansion of CCCC pool
- ❑ Phase II
- ❑ Additional Playgrounds/shade covers



LIMITS OF CONSTRUCTION
SODDING
MULCH SOCK (648S-1)
FLOW
FUTURE SIDEWALK
TREE PROTECTION (610S-1)
TREE TO REMAIN
TREE TO BE REMOVED

NOTES:

1. IF DISTURBED AREA IS NOT TO BE WORKED FOR MORE THAN 14 DAYS, DISTURBED AREA NEEDS TO BE STABILIZED BY REVEGETATION, MULCH, TARP, OR REVEGETATION MATTING.
2. ENVIRONMENTAL INSPECTOR HAS THE AUTHORITY TO ADD AND/OR MODIFY EROSION/SEDIMENTATION CONTROLS ON SITE TO KEEP PROJECT IN COMPLIANCE WITH THE CITY OF AUSTIN RULES AND REGULATIONS [LDC 25-8-182].
3. THE CONTRACTOR WILL CLEAN UP SPOILS THAT MIGRATE ONTO THE ROADS A MINIMUM OF ONCE DAILY.
4. ALL SPOILS ARE TO BE PLACED BACK IN TRENCH EVERY NIGHT; OR IF SPOILS ARE TO REMAIN OVERNIGHT, SPOILS MUST BE PLACED ON THE UPHILL SIDE OF TRENCH WITH THE LOC.
5. CONTRACTOR WILL MAINTAIN POSITIVE DRAINAGE.
6. MULCH SOCK CURB INLET PROECTION MUST BE MAINTAINED AT ALL TIMES, DURING ALL PHASES.
7. DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR AND SILT ACCUMULATION MUST BE REMOVED WHEN DEPTH REACHES 24-INCHES.
8. TRIANGULAR FILTER DIKES SHALL BE USED PERPENDICULAR TO THE CURB, ACROSS THE FULL WIDTH OF TRAFFIC CLOSURE.
9. EROSION CONTROL PROTECTION SHALL BE PLACED ACCORDING TO CONSTRUCTION PHASING.
10. TREE PROTECTION SHOWN GRAPHICALLY TO BE COORDINATED IN THE FIELD WITH THE ENVIRONMENTAL INSPECTOR.
11. TREE PROTECTIONS TO BE PROVIDED PER STANDARD DETAIL 610S-1 & 610S-4.
12. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING CLEAN PAVEMENT AT THE END OF EACH WORK DAY.
13. CONTRACTOR IS TO MINIMIZE CONSTRUCTION TRAFFIC/WORK WITHIN ROOT ZONE OF PROTECTED TREES TO AVOID PACKING/COMPRESSING ROOTS.
14. CONCRETE WASHOUT LOCATION TO BE DETERMINED AT PRE-CONSTRUCTION MEETING IN COORDINATION WITH ENVIRONMENTAL INSPECTOR.
15. ADDITIONAL STAGING AREA TO BE ACQUIRED AND PERMITTED BY CONTRACTOR.

0 15 30 45 60
SCALE IN FEET

STATE OF TEXAS
BRETT A. LARSON
113028
LICENSED
PROFESSIONAL ENGINEER
03/31/2021

garza emc
7708 Rialto Blvd., Ste. 125
Austin, TX 78735
(512) 298-3284
TBPE # F-14629

PEDESTRIAN HYBRID BEACON
EROSION & SEDIMENTATION CONTROL PLAN
SLAUGHTER LN AND VINEMONT DR

REVISION		
BY	DATE	DESCRIPTION

SHEET INFORMATION
DATE: 03/31/2021
SHEET 13 OF 55
CONST. PER. NO:

GENERAL PERMIT PROGRAM

PLOT DRIVER: TxDOT_PDF_BW.pltcfg PENTABLE: TXDOT.TBL
USER: nchristofora DATE: 3/31/2021 TIME: 4:17:18 PM SCALE: 1:30
FILE: \

Circle C/City of Austin licensing agreement: *The City shall have no obligation to repair or replace landscaping or irrigation systems removed or damaged as a result of City construction upon or maintenance of the Right-of-Way to protect the public health, safety, or welfare. The City agrees, however, to use reasonable care to avoid or minimize such damage.*

As part of our higher level of care for Circle C, the Corridor Program Office (CPO) would:

- Work with Circle C's irrigation contractor to field locate and survey visible surface irrigation infrastructure within the City right-of-way.
    - CPO project manager (Greg) and a survey consultant would need to meet with Circle C's irrigation team, walk the stretch of road that contains Circle C's irrigation system, and note all surface-level infrastructure (i.e. sprinkler heads, valves, etc.).
    - Circle C would provide to CPO information on any known locations of subsurface infrastructure.
    - CPO would request that Circle C communicate the locations of all newly installed or repaired irrigation infrastructure so that those locations could be field surveyed by CPO.
- All survey information obtained would be included in CPO's project plans to reflect the location of known existing irrigation infrastructure.
- CPO would require through its contracts that contractors navigate and construct planned improvements with consideration of the known existing irrigation infrastructure, in an effort to avoid damaging any known private infrastructure
    - During the course of construction, if the contractor damages any private infrastructure they were made aware of through the map of known irrigation infrastructure, the contactors would need to cover the costs and replace what they damage.
    - If contractors were to damage infrastructure that was not shown on the map of known infrastructure, Circle C would be liable for covering costs and replacing the infrastructure.
- Require through our contracts that contractors must preserve as much existing landscape outside of the improvement footprint as possible
- Contractors would repair damage to landscape outside the improvement footprints, ensuring that post-improvement landscape within that area meets or exceeds pre-existing conditions.

2021 CCHOA INCOME BUDGET

Category	Subcategory	2021 Budget	Jan-20	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Totals	%
Homeowner Income	Homeowner Dues	$4,000,000	$44,204.58	$965,187.64	$732,392.52	$133,337.92	$178,506.45	$80,831.45	$1,244,501.83	$3,378,962.39	84%
Homeowner Income	Resale Certificates	$78,075	$5,175.00	$5,850.00	$8,100.00	$9,900.00	$9,000.00	$6,525.00	$8,325.00	$52,875.00	68%
Homeowner Income	Transfer Fees I0come	$61,250	$4,200.00	$1,925.00	$5,600.00	$6,125.00	$6,475.00	$9,975.00	$4,900.00	$39,200.00	64%
Homeowner Income	Late Fees Collected	$20,000	$2,040.63	$3,026.81	$3,383.31	$2,285.46	$4,854.79	$3,141.71	$3,508.37	$22,241.08	111%
Homeowner Income	Lien Admin Fees Income	$420	$189.06	$126.00	$168.00	$28.00	$42.00	$56.00	$68.00	$677.06	161%
Homeowner Income	Filing Fee Income	$1,680	$714.00	$504.00	$712.54	$163.67	$145.79	$232.66	$273.34	$2,746.00	163%
Homeowner Income	NSF Charges	$100	$0.00	$0.00	$50.00	$0.00	$0.00	$0.00	$25.00	$75.00	75%
Homeowner Income	Collection Fee Income	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!
Homeowner Income Total		**$4,161,525**	**$56,523.27**	**$976,619.45**	**$750,406.37**	**$151,840.05**	**$199,024.03**	**$100,761.82**	**$1,261,601.54**	**$3,496,776.53**	84%
Architectural Review Income	Architectural Review I0come	$10,000	$4,255.00	$1,255.00	$2,380.00	$2,270.00	$1,400.00	$1,640.00	$1,240.00	$14,440.00	144%
Architectural Review I0come Total		**$10,000**	**$4,255.00**	**$1,255.00**	**$2,380.00**	**$2,270.00**	**$1,400.00**	**$1,640.00**	**$1,240.00**	**$14,440.00**	144%
Rental Income	Office Rent	$14,400	$2,193.28	$0.00	$2,646.00	$0.00	$1,750.35	$0.00	$0.00	$6,589.63	46%
Rental Income	Grill Rent	$6,300	$262.50	$0.00	$1,313.25	$0.00	$525.30	$1,050.60	$525.30	$3,676.95	58%
Rental Income Total		**$20,700**	**$2,455.78**	**$0.00**	**$3,959.25**	**$0.00**	**$2,275.65**	**$1,050.60**	**$525.30**	**$10,266.58**	50%
Aquatics Income	Pool Programs	$85,000	$3,383.00	$0.00	$1,170.00	$2,250.00	$2,680.00	$8,684.00	$12,267.00	$30,434.00	36%
Aquatics Income	Pool Programs - Swim Team	$107,500	$9,840.00	$0.00	$4,865.00	$6,415.00	$7,140.00	$5,418.50	$2,609.00	$36,287.50	34%
Aquatics Income	Facility Income	$37,500	$3,605.32	$0.00	$0.00	$254.00	$3,423.76	$1,411.24	$2,729.95	$11,424.27	30%
Aquatics Income Total		**$230,000**	**$16,828.32**	**$0.00**	**$6,035.00**	**$8,919.00**	**$13,243.76**	**$15,513.74**	**$17,605.95**	**$78,145.77**	34%
CCCC Income	CCCC Facility Rentals	$40,000	$5,510.75	$320.00	$285.00	$250.00	$900.00	$11,385.00	$2,730.00	$21,380.75	53%
CCCC Income Total		**$40,000**	**$5,510.75**	**$320.00**	**$285.00**	**$250.00**	**$900.00**	**$11,385.00**	**$2,730.00**	**$21,380.75**	53%
Landscape Reimbursements	Stratus Reimb	$97,000	$0.00	$0.00	$0.00	$0.00	$48,500.00	$0.00	$0.00	$48,500.00	50%
Landscape Reimbursements	COA Reimb	$17,600	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Landscape Reimbursements Total		**$114,600**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$48,500.00**	**$0.00**	**$0.00**	**$48,500.00**	42%
Miscellaneous	Interest Income	$15,000	$1,049.41	$143.92	$297.43	$387.85	$436.15	$434.57	$416.35	$3,165.68	21%
Miscellaneous	Sales Tax Discount	$0	$1.13	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.13	
Miscellaneous Total		**$15,000**	**$1,050.54**	**$143.92**	**$297.43**	**$387.85**	**$436.15**	**$434.57**	**$416.35**	**$3,166.81**	21%
Rowell Reimbursement	The Rowell HOA	$60,000	$26,184.40	$0.00	$0.00	$0.00	$47,400.13	$0.00	$0.00	$73,584.53	123%
The Rowell Total		**$60,000**	**$26,184.40**	**$0.00**	**$0.00**	**$0.00**	**$47,400.13**	**$0.00**	**$0.00**	**$73,584.53**	123%
Grand Total		**$4,651,825.00**	**$112,808.06**	**$978,338.37**	**$763,363.05**	**$163,666.90**	**$313,179.72**	**$130,785.73**	**$1,284,119.14**	**$3,746,260.97**	81%

2021 CCHOA EXPENSE BUDGET

Category	Subcategory	2021 Budget	Jan-20	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Totals	%
Commons Area Services	Landscape Maint Contract	$1,299,959	$102,867.33	$108,300.24	$108,300.24	$108,300.24	$108,300.24	$108,300.24	$108,300.24	$752,668.77	58%
Commons Area Services	Contract Landscape SC	$33,426	$2,652.88	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$19,366.06	58%
Commons Area Services	Contract Landscape CCCC	$33,426	$2,652.88	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$19,366.06	58%
Commons Area Services	Contract Landscape AV	$23,703	$1,881.23	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$13,732.97	58%
Common Area Services	Contract Landscape GR	$23,703	$1,881.23	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$13,732.97	58%
Common Area Services	Common Area Holiday Lighting	$48,288	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Commons Area Services	2016 Land Additions	$5,000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Commons Area Services	Landscape Repairs	$80,000	$0.00	$10,698.00	$10,592.34	$11,398.00	$14,085.74	$12,313.00	$11,125.66	$70,212.74	88%
Commons Area Services	Landscape Water Utilities	$255,000	$5,771.47	$6,099.24	$4,336.95	$3,383.14	$7,243.18	$6,163.37	$16,039.59	$49,036.94	19%
Commons Area Services	COA Water Utility Compliance	$8,000	$0.00	$3,570.00	$0.00	$0.00	$0.00	$2,750.00	$0.00	$6,320.00	79%
Common Area Services	Landscape Electric Utilities	$36,000	$2,861.21	$2,724.28	$2,581.38	$2,562.28	$2,645.96	$3,143.40	$3,217.84	$19,736.35	55%
Common Area Services	Tree Care	$50,000	$2,250.00	$0.00	$17,500.00	$8,375.00	$1,500.00	$0.00	$0.00	$29,625.00	59%
Commons Area Services	Fence Repairs & Maint	$7,000	$0.00	$0.00	$108.87	$0.00	$0.00	$0.00	$0.00	$108.87	2%
Commons Area Services	Electrical Repairs & Maint	$12,000	$0.00	$771.60	$1,164.92	$249.88	$1,358.54	$260.30	$0.00	$3,805.24	32%

Common Area Services	Neighborhood Maint & Repair	$20,000	$1,017.55	$238.25	$3,707.96	$380.01	$1,234.03	$108.25	$875.96	$7,562.01	38%
Common Area Services	Non Contract Landscape - SC	$15,000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Commons Area Services Total		**$1,950,505**	**$123,835.78**	**$141,923.25**	**$157,814.30**	**$144,170.19**	**$145,889.33**	**$142,560.20**	**$149,080.93**	**$1,005,273.98**	52%
Aquatics Facilities	Administrative	$64,000	$2,505.49	$537.41	$6,137.42	$2,877.11	$3,299.38	$5,480.64	$3,581.15	$24,418.60	38%
Aquatics Facilities	Supplies - Pool	$25,000	$2,349.45	$0.00	$83.52	$1,601.45	$2,036.50	$1,994.86	$0.00	$8,065.78	32%
Aquatics Facilities	Supplies - Chemicals	$71,000	$2,305.18	$368.65	$3,384.12	$6,282.71	$3,790.32	$4,783.19	$6,183.57	$27,097.74	38%
Aquatics Facilities	Supplies & Fees - Swim Team	$22,500	$1,820.57	$120.00	$0.00	$638.55	$1,197.34	$479.36	$1,324.31	$5,580.13	25%
Aquatics Facilities	Maintenance - Pool	$89,300	$3,108.12	$180.00	$20,671.63	$3,135.46	$3,584.61	$9,438.99	$5,816.58	$45,935.39	51%
Aquatics Facilities	Maintenance - Building	$63,100	$2,448.21	$2,715.04	$5,463.05	$4,626.15	$2,656.86	$3,232.47	$1,926.97	$23,068.75	37%
Aquatics Facilities	Payroll - Staff	$733,000	$22,490.05	$10,285.03	$11,478.54	$45,714.73	$42,017.22	$61,468.98	$92,139.64	$285,594.19	39%
Aquatics Facilities	Payroll - Programming Staff	$41,000	$361.05	$0.00	$0.00	$0.00	$0.00	$391.25	$3,725.89	$4,478.19	11%
Aquatics Facilities	Payroll - Swim Team	$102,000	$7,763.13	$4,367.11	$4,335.49	$14,035.42	$9,259.03	$7,311.74	$7,787.44	$54,859.36	54%
Aquatics Facilities	SC-Utilities - Water	$30,000	$1,628.27	$1,697.07	$1,805.58	$1,918.97	$1,863.00	$1,624.66	$2,568.33	$13,105.88	44%
Aquatics Facilities	Avana _Utilities-Water	$4,500	$282.65	$449.56	$0.00	$378.51	$1,595.78	$166.60	$216.44	$3,089.54	69%
Aquatics Facilities	GR- Utilities - Water	$4,000	$200.96	$154.39	$171.88	$246.50	$127.63	$192.28	$253.47	$1,347.11	34%
Aquatics Facilities	SC-Utilities - Electric	$28,000	$1,989.86	$2,073.37	$3,537.52	$2,056.28	$2,069.71	$960.83	$1,648.52	$14,336.09	51%
Aquatics Facilities	Avana - Utilities- Electric	$12,000	$667.02	$833.17	$442.35	$587.42	$816.37	$793.76	$909.12	$5,049.21	42%
Aquatics Facilities	GR -Utilities-Electric	$6,000	$414.88	$393.06	$460.31	$372.41	$382.51	$402.55	$399.78	$2,825.50	47%
Aquatics Facilities	Utilities - Natural Gas	$32,000	$3,129.24	$269.32	$1,713.00	$3,114.22	$2,836.05	$1,956.24	$533.72	$13,551.79	42%
Aquatics Facilities	SC-Utilities - Telephone/Internet	$12,000	$169.86	$538.97	$899.34	$539.17	$539.22	$540.50	$728.97	$3,956.03	33%
Aquatics Facilities	Avana - Telephone/Internet	$5,000	$170.96	$202.27	$207.75	$126.05	$285.18	$238.44	$370.28	$1,600.93	32%
Aquatics Facilities	GR- Telephone/Internet	$5,000	$202.32	$176.39	$191.89	$176.44	$166.73	$187.90	$258.79	$1,360.46	27%
Aquatic Facilities Total		**$1,349,400**	**$54,007.27**	**$25,360.81**	**$60,983.39**	**$88,427.55**	**$78,523.44**	**$101,645.24**	**$130,372.97**	**$539,320.67**	40%
Circle C Community Center	Utilities - Water	$27,000	$2,628.03	$307.13	$324.62	$313.14	$732.68	$1,481.53	$493.90	$6,281.03	23%
Circle C Community Center	Utilities - Electric	$24,000	$15.00	$1,519.45	$1,669.66	$1,072.40	$1,143.92	$457.27	$1,458.65	$7,336.35	31%
Circle C Community Center	Utilities - Telephone/Internet	$9,000	$650.37	$664.07	$664.07	$664.07	$664.07	$664.07	$664.07	$4,634.79	51%
Circle C Community Ctr	Events Payroll	$6,000	$722.42	$0.00	$0.00	$0.00	$109.25	$377.91	$234.92	$1,444.50	24%
Circle C Community Center	Maintenance - Building	$50,000	$3,405.24	$2,078.12	$1,600.79	$3,137.67	$5,649.28	$842.09	$2,038.31	$18,751.50	38%
Circle C Community Ctr Total		**$116,000**	**$7,421.06**	**$4,568.77**	**$4,259.14**	**$5,187.28**	**$8,299.20**	**$3,822.87**	**$4,889.85**	**$38,448.17**	33%
Maintenance Operations	Office Supplies	$1,500	$0.00	$0.00	-$9.73	$72.48	$0.00	$0.00	$0.00	$62.75	4%
Maintenance Operations	Employee Education	$1,200	$135.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$135.00	11%
Maintenance Operations	Uniforms	$1,800	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,530.05	$1,530.05	85%
Maintenance Operations	Staff Recruitment	$300	$35.00	$0.00	$0.00	$0.00	$35.00	$0.00	$0.00	$70.00	23%
Maintenance Operations	Safety Equip/Supplies	$1,400	$334.33	$0.00	$192.36	$0.00	$0.00	$0.00	$0.00	$526.69	38%
Maintenance Operations	Maintenance Payroll	$180,000	$13,346.48	$13,346.48	$13,346.48	$20,019.72	$13,346.48	$13,346.48	$13,346.48	$100,098.60	56%
Maintenance Operations	Pool Tech	$69,000	$3,335.00	$3,000.00	$3,000.00	$4,500.00	$4,186.03	$4,628.67	$5,974.03	$28,623.73	41%
Maintenance Operations	Payroll Taxes	$15,000	$1,262.55	$1,080.63	$1,091.07	$4,047.51	$3,833.85	$5,636.53	$8,821.45	$25,773.59	172%
Maintenance Operations	Computer/Software	$1,400	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$162.36	$162.36	12%
Maintenance Operations	Tools/Supplies	$5,000	$0.00	$0.00	$535.69	$70.86	$192.30	$804.70	$0.00	$1,603.55	32%
Maintenance Operations	Office Furniture	$600	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Maintenance Operations Total		**$277,200**	**$18,448.36**	**$17,427.11**	**$18,155.87**	**$28,710.57**	**$21,593.66**	**$24,416.38**	**$29,834.37**	**$158,586.32**	57%
HOA Operations	Office Supplies	$9,000	$2,458.77	$0.00	$560.99	$448.14	$351.92	$1,487.16	$294.82	$5,601.80	62%
HOA Operations	Equip & Maintenance	$15,000	$152.30	$142.14	$461.13	$216.45	$258.67	$216.45	$156.90	$1,604.04	11%
HOA Operations	HOA Owned Vehicle Expense	$8,000	$267.52	$187.82	$302.14	$130.97	$174.94	$319.70	$178.50	$1,561.59	20%
HOA Operations	Postage	$16,000	$3,749.90	$2,163.60	$28.00	$1,258.36	$93.00	$3,506.00	$2,327.10	$13,125.96	82%
HOA Operations	Web Operations	$3,000	$20.47	$881.45	$20.47	$20.47	$0.00	$20.47	$20.47	$983.80	33%
HOA Operations	Printing	$2,000	$592.34	$0.00	$0.00	$48.71	$1,269.88	$0.00	$0.00	$1,910.93	96%
HOA Operations	HOA Meetings	$5,000	$672.34	$0.00	$170.56	$126.50	$127.92	$127.92	$2,723.76	$3,949.00	79%
HOA Operations	Deed Restrictions	$5,000	$708.56	$708.56	$0.00	$708.56	$0.00	$0.00	$708.56	$2,834.24	57%
HOA Operations	HOA Special Events	$30,000	$9,997.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,997.93	33%
HOA Operations	Professional Fees	$2,000	$0.00	$793.70	$201.70	$65.50	$0.00	$1,906.37	$529.34	$3,496.61	175%
HOA Operations Total		**$95,000**	**$18,620.13**	**$4,877.27**	**$1,744.99**	**$3,023.66**	**$2,276.33**	**$7,584.07**	**$6,939.45**	**$45,065.90**	47%
Financial Management	Management Services	$113,000	$9,314.25	$9,314.25	$9,314.25	$9,361.81	$9,314.25	$9,314.25	$9,314.25	$65,247.31	58%
Financial Management	Resale Certificate	$17,350	$800.00	$1,650.00	$1,000.00	$2,250.00	$2,450.00	$1,500.00	$1,600.00	$11,250.00	65%
Financial Management	Lien Filing Administrative Fees	$2,500	$208.00	$0.00	$0.00	$598.00	$0.00	$234.00	$0.00	$1,040.00	42%
Financial Management	Bank Fees	$40,000	$2,542.07	-$2,026.98	$6,244.06	$6,068.83	$2,776.60	$4,119.07	-$1,397.97	$18,325.68	46%

Financial Management	CPA/Audit	$8,000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Financial Management Total		**$180,850**	**$12,864.32**	**$8,937.27**	**$16,558.31**	**$18,278.64**	**$14,540.85**	**$15,167.32**	**$9,516.28**	**$95,862.99**	53%
HOA Management	Management Payroll	$190,000	$12,759.48	$13,767.28	$13,326.48	$20,139.02	$13,475.48	$13,681.68	$13,800.88	$100,950.30	53%
HOA Management	Management Payroll Taxes	$15,000	$1,275.37	$1,230.31	$1,085.80	$1,679.10	$1,155.63	$1,220.33	$1,277.79	$8,924.33	59%
HOA Management	Mileage Reimbursement	$6,000	$109.25	$0.00	$0.00	$0.00	$221.76	$434.00	$611.52	$1,376.53	23%
HOA Management	Insurance Stipend	$44,000	$3,900.35	$3,569.42	$3,736.16	$2,707.98	-$1,834.04	$9,084.04	$3,625.00	$24,788.91	56%
HOA Management	Cont Ed & Skills Enhancement	$2,000	$0.00	$139.00	$0.00	$0.00	$0.00	$0.00	$0.00	$139.00	7%
HOA Management Total		**$257,000**	**$18,044.45**	**$18,706.01**	**$18,148.44**	**$24,526.10**	**$13,018.83**	**$24,420.05**	**$19,315.19**	**$136,179.07**	53%
Architectural Review Expenses	Architectural Review Expenses	$7,500	$2,072.25	$1,160.25	$2,023.00	$1,929.50	$1,190.00	$0.00	$1,054.00	$9,429.00	126%
Architectural Review Expenses Total		**$7,500**	**$2,072.25**	**$1,160.25**	**$2,023.00**	**$1,929.50**	**$1,190.00**	**$0.00**	**$1,054.00**	**$9,429.00**	126%
Legal Services	Legal Services	$20,000	$1,789.26	-$465.00	$22.12	$300.00	$375.00	$990.00	$1,669.50	$4,680.88	23%
Legal Services Total		**$20,000**	**$1,789.26**	**-$465.00**	**$22.12**	**$300.00**	**$375.00**	**$990.00**	**$4,669.50**	**$7,680.88**	38%
Taxes	Property	$5,500	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	0%
Taxes	Income/Franchise Taxes	$0	$0.00	$0.00	$0.00	$50.00	$0.00	$0.00	$0.00	$50.00	#DIV/0!
Taxes Total		**$5,500**	**$0.00**	**$0.00**	**$0.00**	**$50.00**	**$0.00**	**$0.00**	**$0.00**	**$50.00**	1%
Insurance	General, Property, Boiler & Auto,	$72,000	$0.00	$13,145.82	$6,563.90	$6,600.90	$0.00	$13,118.79	$6,758.37	$46,187.78	64%
Insurance	Auto	$4,500	$0.00	$818.54	$404.27	$404.27	$0.00	$808.54	$439.10	$2,874.72	64%
Insurance	D & O Insurance	$12,000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,902.00	$10,902.00	91%
Insurance	Worker's Comp	$16,000	$0.00	$0.00	$0.00	$0.00	$0.00	-$10,411.36	$25,141.00	$14,729.64	92%
Insurance Total		**$104,500**	**$0.00**	**$13,964.36**	**$6,968.17**	**$7,005.17**	**$0.00**	**$3,515.97**	**$43,240.47**	**$74,694.14**	71%
Community Enhancement	Donations	$1,000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Community Enhancement	Association Memberships	$2,000	$100.00	$187.92	$0.00	$0.00	$0.00	$0.00	$0.00	$287.92	14%
Community Enhancement Total		**$3,000**	**$0.00**	**$187.92**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$187.92**	6%
Reserve Transfer		**$248,333**	**$0.00**	**$248,333.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$248,333.00**	100%
Grand Total		**$4,366,455**	**$238,655**	**$484,981**	**$286,678**	**$321,609**	**$285,707**	**$324,122**	**$398,913**	**$2,110,779**	**48%**

Expected Reserve Expenditures and Capital Improvement for 2021		**YTD**
Pool Covers	$3,000	$10,296.00
SC Wade Pool Repairs	$30,000	$28,263.49
Avana Splash Pad	$4,000	$1,461.39
SC/Café Exterier Walls	$28,000	$21,837.11
Funbrellas	$12,000	$11,983.28
Avana Shade Structure	$42,000	$42,347.41
SC-Seal Coat/Restripe	$14,000	$8,657.62
Escarpment Project	$270,000	$0.00
CCN Improvement	$100,000	$28,500.00
Construction Repairs	$35,000	$19,853.15
Storm Damage Repairs	$0	$118,017.45
Node Clock Replacement	$0	$47,250.00
Monument L/S Improvement	$0	$17,550.00
Total	**$538,000**	**$356,016.90**
Total Capital Budget Projects	**$538,000.00**	**$356,016.90**
Grand Total Expenses	**$4,904,455.00**	

Circle C Landscape Board Report

21-Aug

Weather

General:	Seasonably hot with more rain than
Rainfall Total:	4.1 inches
Temperature:	78-99 degrees

Maintenance Services

General:	Mowing rotation, all
Trimming:	Trimming throughout, underway
Mulching:	Mulching Throughout, underway
Treatments:	Pre Emergent Weed Treatment Throughout,

Outlying Areas

Greenbelts	Weedeated
CCCC Pond:	Checked and Cleaned
Post office areas	Checked and Cleaned

Irrigation:

Controllers on, Electrical outages,all controllers checked
Standard irrigation repairs

Trees:

Extra tree trimming over bike lanes, all Spruce
Hand watering with mycoryzehhea fertilization all

Storm Damage

Removal and shaping of damaged shrubs in
Slaughter Lane Corridor, Avana Amenity Center,

Construction:

Monument Site:	Reconstruction of irrigation to crepe myrtles, behind monument, reset valves to this area, connect and Rock work and grading to front monument site Planting to be done after cool down
No Water Areas:	
	Slaughter at MoPac east to Beckett
	MoPac/LaCrosse west side median
	Dahlgreen at Galsworthy
Trissino/Cricoli	Irrigation repair due to electrical light intensive digging
	Valves replaced, main lines replaced, drip
Avana Amenity Center	
	Playground construction, drip rebuilt across area
Escarpment west side Bear Creek	

Awaiting AISD Repairs

MoPac/LaCrosse Wildflower Park Side

Awaiting clean up from

Circle C Aquatics **July 2021** **Summer Operations**

Facility Usage	*Swim Center*		*Community Center*		*Avaña*		*Greyrock*		***Total***	
	Jul-21	YTD	Jul-21	YTD	Jul-21	YTD	Jul-21	YTD	**Jul-21**	**YTD**
Resident Entries	7,704	17,481	4,276	4,994	1,788	5,866	1,004	2,473	**14,772**	**30,814**
Unique Residents	2,643	3,738	2,356	2,593	1,012	2,281	448	836	**4,469**	**5,645**
Unique Households	1,021	856	776	856	351	725	166	290	**1,560**	**1,929**
Guest Entries	373	373	364	364	107	107	36	36	**880**	**880**
Other Entries	792	3,729	0	0	0	0	0	0	**792**	**3,729**
Average Hourly Count	31		48		17		9			
% of Capacity	20%		38%		17%		11%			
Total Entries	**8,869**	**21,583**	**4,640**	**5,358**	**1,895**	**5,973**	**1,040**	**2,509**	**16,444**	**35,423**

Incidents	*Swim Center*		*Community Center*		*Avaña*		*Greyrock*		***Total***	
	Jul-21	YTD	Jul-21	YTD	Jul-21	YTD	Jul-21	YTD	**Jul-21**	**YTD**
Water Rescues		0		0		1		0	**0**	**1**
First Aid Responses	4	9	2	2		0		0	**6**	**11**
Sudden Illness Treatments		1		0		0		0	**0**	**1**
Patron Behavior Incidents		5	1	1		0		0	**1**	**6**
Biohazard Cleanups		0		0		0		0	**0**	**0**
Suspensions/Expulsions		0		0		0		0	**0**	**0**
EMS/911 Callouts		1		0		0		0	**0**	**1**
Total Incidents	**4**	**15**	**3**	**3**	**0**	**1**	**0**	**0**	**7**	**19**
Incident per Entry Ratio	**0.05%**	**0.07%**	**0.06%**	**0.06%**	**0.00%**	**0.02%**	**0.00%**	**0.00%**	**0.04%**	**0.05%**

Revenue	Jan-21	*YTD*
Aquatics Programs	$ 12,267	$ 27,126
Swim Team	$ 2,609	$ 26,447
Guest Fees	$ 2,456	$ 3,276
Area Reservations	$ 0	$ 0
Facility Rentals	$ 0	$ 0
Lane Rentals	$ 0	$ 2,604
Other Facility Income	$ 274	$ 1,939
Total Aquatics Revenue	$ 17,606	$ 61,392

Programs	Jul-21
Select Swim Team	39
Masters Swimming	0
Group Swim Lessons	0
Private Swim Lessons	212
Water Aerobics	32
Certification Courses	0
WSI Course	0
Total Participants	**283**

Reservations & Rentals	*Swim Center*		*Community Center*		*Avaña*		*Greyrock*		***Total***	
	Jul-21	YTD	Jul-21	YTD	Jul-21	YTD	Jul-21	YTD	**Jul-21**	**YTD**
Area Reservations		0		0		0		0	**0**	**0**
Private Rentals		0		0		0		0	**0**	**0**
Lap Lane Reservations		3,142		0		0		0	**0**	**3,142**
Family Swim Lane Areas		128		0		0		0	**0**	**128**
Pool Use Reservations		0		0		708		0	**0**	**708**
Total Reservations	**0**	**3,270**	**0**	**0**	**0**	**708**	**0**	**0**	**0**	**3,978**

Aquatics Staffing	Jul-21
Lifeguards/Head Guards	94
Front Desk Staff	12
Instructors/Coaches	5
Total Staff	**111**

Resident Stats	Individuals	Households	Members / Household
Homeowners	16,711	5,440	3.07
Renters	1,821	514	3.54
New Memberships	1,076	350	3.07
Totals	**18,532**	**5,954**	**3.11**

Circle C HOA
Maintenance Report for Board August 2021
Prepared by Robert Bardeleben -Facilities Director

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Cleaning and Maintenance have been completed
- Minor Equipment and Facility Repairs Made
- New Phones Installed at Swim Center Offices—Battery backup installed
- Swim Center and Café had new window tint installed
- We will need to replace laterals and sand in filters for Competition Pool—will require closing for 2-3 days—waiting on parts so we can schedule

COMMUNITY CENTER

- Routine inspections and maintenance have been completed

COMMUNITY CENTER POOL

- Routine cleaning and maintenance have been performed.
- Minor Repairs have been completed on equipment and facility.

NEIGHBORHOOD

- Minor repairs have been completed as needed
- Painted trim on mailbox centers in Avana and Greyrock
- Removed graffiti in along Escarpment in Avana

AVANA AMENITIES CENTER

- Routine Cleaning and Maintenance have been completed
- Minor repairs have been made

GREY ROCK AMENITIES CENTER

- Routine Cleaning and Maintenance have been completed
- Minor repairs have been made

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Circle C Homeowners Association
March 10, 2021
Annual Meeting

The undersigned Secretary of the Circle C Homeowners Association hereby calls the Annual Meeting of the Association to be held **Wednesday, March 10, 2021 at 6:30pm** via Zoom. The link to the meeting is https://us02web.zoom.us/j/83917724044 or you can call in. The agenda has been posted on the CCHOA website at www.circlecranch.com

THERE ARE SEVERAL WAYS TO VOTE!

- Return the 2021 Board of Directors Election Absentee Ballot and Proxy below when you pay your annual assessment by March 8, 2021 **OR**
- Turn in your absentee ballot or proxy to the CCHOA office (7817 La Crosse Avenue) by 3:00pm on March 8, 2021 **OR**
- Vote online through the website at www.circlecranch.com. To vote online, you will need your **"unique code"** which can be found on the front of your assessment statement or by calling the financial office at 512-451-9901. ***Your unique code is for online voting purposes only, it is NOT your account number for paying assessments.***

If you would like to obtain more information on each candidate, please visit the CCHOA website at www.circlecranch.com, where you can view each candidate's questionnaire.

_____
Steve Urban, Secretary

YOU MUST SIGN YOUR ABSENTEE BALLOT OR PROXY BELOW IN ORDER FOR IT TO BE VALID.

State law also requires that we provide the following notice: "**By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals**, if a meeting is held. This means that **if there are amendments to these proposals your votes will not be counted** on the final vote on these measures. **If you desire to retain this ability, please attend any meeting in person**. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail". **Because of the pandemic, there will not be an in-person meeting, and the foregoing advisory is included to comply with notice requirements contained in State Law**.

At this time, the Board Election is the only item requiring a vote on the agenda.

YOU MUST SIGN YOUR ABSENTEE BALLOT OR PROXY BELOW IN ORDER FOR IT TO BE VALID.

Please select TWO candidates from the names listed below OR write in a candidate of your choice. A total of two votes may be cast.

☐ Trinh Bartlett ☐ Theresa Bastian ☐ Daniel Becka ☐ Stephen Bega ☐ Kimberly De La Garza

☐ David Green ☐ David LaChance ☐ Colleen Reidelbach ☐ Marc Tucci ☐ Darius Venclauskas

_____ _____
Write-In Candidate Write-In Candidate

OR INSTEAD OF CASTING VOTES, GRANT YOUR PROXY TO:

_____

SAMPLE

(Name AND address of CCHOA member in good standing being granted proxy) ***PLEASE PRINT***

❑ For quorum purposes only ❑ For quorum and to vote for nominees to the Board of Directors

_____ _____

Your Signature Date

Article VIII, Section 2 – Amendments and Effective Date

a. By Members. This Declaration may be amended or terminated by a majority (fifty percent plus 1) of total eligible votes of the membership.
b. By Directors. This Declaration may be amended by the Board of Directors, without consent of the membership, as necessary to conform the Declaration to the requirements or provisions of any United States or Texas statute or regulation, City of Austin, Travis County Ordinance, Hays County Ordinance, or judicial ruling of a Texas Court or Federal Court with jurisdiction over legal actions in Texas.
c. Effective Date. An amendment of the Declaration becomes effective when the instrument is filed of record in the county official public records

SAMPLE

RULES RELATING TO CERTAIN INSTALLATIONS

(Rainwater Harvesting, Solar Devices, Roofing Materials, Religious Displays, Political Signs, Flags & Flagpoles, Satellite Dishes, Standby Electric Generators, Pool Enclosures, Security Devices)

Circle C Homeowners Association, Inc.

The Association's Board of Directors adopts the following rules relating to certain installations and improvements in the Subdivision:

These rules apply to Installations (defined below) addressed in Texas Property Code Chapter 202 (Chapter 202) and political signage addressed in Texas Election Code Chapter 259 (Chapter 259). These rules adopt all conditions and limitations that these statutory provisions allow the Association to adopt. Installations that do not comply with these rules are prohibited.

1. Installations Covered by this Rule

All restrictions and limitations on rain harvesting equipment, solar energy devices, roofing materials, religious items, political signs, flagpoles and flags, standby electric generators, satellite dishes and antennas, pool/spa enclosures, and security devices (collectively, the **Installations**) that are contained in or allowed by Chapter 202 or Chapter 259, as applicable, as now existing or later amended, are adopted by the Association as if the same were restated verbatim in this rule. The Association may prohibit Installations that do not comply with the standards contained in these rules.

2. Placement on Association Property

An Installation cannot be located or placed, and no holes or penetrations may be made, on common elements/common area or property owned, maintained, or controlled by the Association without the Association's advance written consent.

3. Association Approval

Except as otherwise expressly provided in these Rules, all Installations must be submitted to the Association for advance review and approval, as provided in the Association's governing documents, and must otherwise comply with/conform to Association rules, regulations, standards, and guidelines.

4. Rainwater Harvesting Systems

The following restrictions apply to rainwater harvesting systems, as defined by Chapter 202:

a. Rain barrels and rainwater harvesting systems may not be located between the front of the residence/unit and an adjoining or adjacent street. Rain barrels and the rainwater harvesting system must (i) be located at the rear of the residence or other location not visible from the street, other lot/unit, or common area, (ii) be adequately shielded from view by fencing, foliage, or other means approved by the Association, and (iii) have storage tanks of a reasonable size, as determined by the Board of Directors in its discretion. These requirements shall be applied in such a way that the system is economically possible and technically feasible for single family residential use.

b. The rain barrel and harvesting system must be a color consistent with the color scheme of the residence.

c. No part of the rain barrel or harvesting system may display any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

4. Solar Energy Devices

The following additional restrictions apply to solar energy devices, as defined by Chapter 202. Solar energy devices are prohibited if:

a. A Court rules the device is a threat to the public health or safety or violation of law.

b. The device is located in a location other than (i) the roof of the home or another permitted/approved structure or (ii) in a fenced yard or patio owned and maintained by the owner.

c. The device is mounted on the roof of the home and (i) extends higher than or beyond the roofline, (ii) does not conform to the slope of the roof or has a top edge that is not parallel to the roofline, (iii) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace, or (iv) is in a location not designated/approved by the Association, unless the owner's requested location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in the area designated by the Association.

d. The device is located in a fenced yard or patio and is taller than the fence line.

e. The device, as installed, voids material warranties.

f. The device was installed without prior approval by the Association

If installed on a roof maintained by the Association, a roofing company/consultant selected by the Association must certify (i) prior to installation, that the Installation is properly designed, and (ii) after installation, that the Installation was properly done. The owner must pay for the cost of the consultant. The owner must pay for fixing all roof leaks due to the roof-mounted device, and for paying to repair damage caused by the device.

The Association may withhold approval, even if the above standards are met or exceeded, if it determines in writing that placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.

5. Roofing Materials

Roofing materials designed primarily to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles, or provide solar

generation capabilities are permissible if, when installed, the materials: (a) resemble in color and appearance shingles used or otherwise authorized for use in the subdivision, (b) are more durable than and are of equal or superior quality to the shingles that are used or authorized in the subdivision, and (c) match the aesthetics of the surrounding property, as determined in the Association's discretion.

6. Religious Displays

An exterior display of a religious item, symbol, or representation is prohibited if the display (a) threatens public health or safety, (b) violates a law other than a law prohibiting the display of religious speech, (c) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content, (d) is installed on property that is (i) owned or maintained by the Association or (ii) part of common elements administered by the Association, (e) violates any applicable building line, right of way, setback, or easement, or (f) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

Except for seasonal religious holiday displays (addressed in the following paragraph), all religious displays must be located within 15' of the dwelling's frontmost building line and be ground-mounted (not affixed to walls or windows or roofs). All displays must be kept in good repair. Displays may not exceed 5' in height x 3' in width x 3' in depth and must be either in a landscaped area solely owned by the owner or inside the home. No more than 3 displays are permissible per lot. All displays other than seasonal religious holiday displays must receive prior approval from the Association's architectural reviewing body prior to installation, except for displays on any exterior door or door frame of the home that are 25 square inches or smaller. For example, and without limitation, no prior permission is required from the Association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the home's front door or door frame.

Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations. The Board has the sole discretion to determine what items qualify as seasonal religious holiday decorations. Seasonal religious holiday decorations may be displayed no more than 30 days before and no more than 21 days after the holiday in question.

7. Political signs

The following restrictions apply to signs advertising a political candidate or ballot item for an election, as described in Chapter 259:

a. The signs may be displayed only during the period beginning 90 days before the date of the election to which the sign relates and ending 10 days after that election date.

b. Only one sign for each candidate or ballot item may be displayed at each residence, and no sign may be larger than four feet by six feet.

c. Each sign must be ground-mounted, and no sign may (i) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component, (ii) be attached in any way to plant material, a traffic

control device, a light, a trailer, a vehicle, or any other existing structure or object, (iii) include the painting of architectural surfaces, (iv) threaten the public health or safety, (v) violate a law, (vi) contain language, graphics, or any display that would be offensive to the ordinary person, or (vii) be accompanied by music or other sounds, by streamers, or otherwise be distracting to motorists.

d. The Association may remove a sign displayed in violation of these standards.

8. Flags and Flagpoles

The following additional restrictions apply to flags and flagpoles:

a. Only the following flags are permitted: United States of America, State of Texas, official or replica flags of any branch of the United States Armed Forces (including National Guard and Reserves).

b. The Association may require that flags be displayed in accordance with any or all of the provisions of United States (4 U.S.C. Sections 5-10) or Texas law (Chapter 3100, Government Code).

c. All flagpoles must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the residence.

d. All flags and flagpoles must be maintained in good condition, and any deteriorated flag or deteriorated or structurally unsafe flagpole must be promptly repaired, replaced, or removed. Each flagpole must be securely anchored at all times.

e. No more than 1 free-standing flagpole(s), not to exceed twenty feet (20') in height as measured from ground level, may be installed on each lot.

f. No more than 1 building-mounted flagpole(s), not to exceed six feet (6') in length, may be installed on each lot. A lot may contain both a free-standing flagpole and building-mounted flagpole, as long as the same comply with the requirements of this rule.

g. No more than 2 flags may be flown from any flagpole.

h. No flag may exceed 15 square feet in area, and all flags in aggregate shall not exceed 30 square feet in area.

i. Exterior illumination of the flag(s) must be submitted for to the Association for approval.

j. The location of each free-standing flagpole must be submitted for approval in the same manner as any other improvement on the lot; provided that flagpoles may be prohibited in any front yard that has a building setback of less than 15 feet across the entire width of the lot.

k. The flagpole must be located on the owner's lot and not on a right of way, easement (whether for drainage, utility, conservation, or otherwise), or on property owned or maintained

by the Association.

l. The flagpole must be setback from all property lines a distance that is 125% of the height of the pole above ground level. For example, a 12' pole has a 15' setback and a 20' pole has a 25' setback.

m. The owner must take reasonable measures to minimize noise from wind contact with the flagpole, rope, fittings, or flag; the noise should not be discernable more than 25 feet from the flagpole.

9. Satellite Dishes and Antennas

a. Exterior devices designed to receive or transmit over-the-air signals should be placed in the least conspicuous location on the lot where an acceptable quality broadcast signal can be obtained. Usually, that means that the device should be located to the rear of the main residence. The device should be screened from view of other lots and subdivision streets to the maximum extent possible, without (i) precluding reception of an acceptable quality signal or (ii) unreasonably increasing the cost of installing, maintaining, or using the device.

b. A reasonable time in advance of the proposed installation or relocation of such an exterior device, the Owner shall give written notice to the Association detailing the type of device, size, installed height, intended location, and type of screening to be used.

c. If the Association believes that the proposed installation/relocation complies with this Rule, no further action by the Owner or Association is necessary. If the Association believes that the proposed installation/relocation does not comply with this Rule, the Association shall promptly advise the Owner of the reason for non-compliance.

d. Notwithstanding the foregoing, satellite dishes that are more than one meter in diameter, and antennas that extend more than 12' above the roof line, are prohibited.

10. Standby Electric Generators

The Association adopts, by reference and incorporation, all requirements and restrictions on standby electric generators permitted by Section 202.019 of Chapter 202 (the Statute). These include:

a. Specifications: The device must be a standby electric generator, as that term is defined by the Statute. The device must be permanently installed, and may not be used to generate all or substantially all of the electric power to the residence or any other structure on the property, except when utility-generated electric power is interrupted.

b. Association Approval: The device must be approved, as to location and screening, by the Association in advance of installation. The Association shall not, however, impose any requirement as to location that increases the cost of installing the device by more than 10% or increases the cost of installing and connecting the fuel lines by more than 20%.

c. Location and Screening: The preferable location of the device shall be the rear yard, at least

10' from the property line. The device must be screened by a fence, wall, or landscaping so that it is not visible from the street, a neighboring residence, or common area. The device shall be placed on property owned or controlled by the owner, and in no event shall it be placed in an area owned or maintained by the Association.

d. Installation: Installation of the device and all connections (electrical, plumbing, and fuel sources) must be in compliance with the manufacturer's specifications and applicable governmental zoning, health, safety, electrical, and building codes, including rules and standards of the Railroad Commission of Texas. The connections must be done by licensed contractors.

e. Maintenance; The device and all fuel lines must be maintained in good condition, and any deteriorated or unsafe component must be removed, repaired, or replaced promptly. Any testing of the device shall be done no earlier than 8am, and no later than 8pm, Monday through Saturday.

10. Swimming Pool Enclosures

A swimming pool enclosure, as defined in Chapter 202 (which includes spas and other water features) must meet the following standards: (a) height shall not exceed 6 feet, (b) of a design that is not climbable, (c) consists of transparent mesh or clear solid panels set in metal frames, (d) metal frames and support posts must be painted black or other color approved by the Association.

11. Security Devices

Security devices, such as cameras, motion detectors, fencing, and lighting, may be installed only on the owner's lot. All cameras and lighting should encompass primarily the owner's lot, and should not be directed at doors or windows of nearby homes or other portions of nearby lots. Security fencing, burglar bars, and other improvements that are readily visible from the street or nearby lots must be submitted to the Association for approval prior to installation, in the same manner as any other fence or exterior improvement.

"Security device" means any improvement designed to prevent intrusive or criminal acts. In the event of a question as to whether a requested installation is a security device, the answer will be determined by the Board in its sole reasonable discretion.

In order to be considered a security device within the meaning of this rule and Chapter 202, fencing (including all gates) must be ground-mounted, between 60" and 72" in height, and must create a closed enclosure. Fencing that is less than 60" in height will be deemed ornamental and not a security device. Front yard fencing is discouraged, and any application to install a fence in the front yard is subject to more stringent requirements as to appearance and materials than for fencing along the side or rear lot lines.

Prior to installation of any security device, the owner must submit to the Association's architectural review body plans and specifications including dimensions, colors, materials, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements on the lot.

CONTRACT BID PROCESS GUIDELINES

Texas Property Code §209.006(a) provides that "an association that proposes to contract for services that will cost more than $50,000 shall solicit bids or proposals using a bid process established by the association". The following guidelines are therefore adopted:

1. As a general rule, and subject to certain exceptions, the Association shall obtain multiple (more than one) bids for all contracts that anticipate an expenditure of $50,000 or more (a) for a single project, or (b) in the aggregate, paid to a single payee, over a 12-month period.
2. The requirement for multiple bids may be waived depending on the circumstances, i.e., whether the work is an emergency, the Association has a long-standing relationship with a particular vendor who is especially knowledgeable about the Association's operations/property, changing vendors would disrupt existing warranties, and/or other qualified vendors are not willing to bid on the contract.
3. Given the unique and subjective nature of the management relationship, the requirement for multiple bids shall not apply to bids for providing Association management services.
4. The Board has complete discretion on which bidders to notify of the opportunity to contract with the Association. The Association is not required to advertise the contract opportunity in newspapers, the internet, or otherwise.
5. The Association shall provide the same information to all bidders, whether by way of an RFP or otherwise. This provision shall not preclude the Association from answering a bidder's specific question, or requiring that the Association supply the answer to bidders who did not ask the question.
6. All bidders will be allowed a reasonable amount of time to submit a bid; provided that the Association may establish a reasonable deadline for bid submission.
7. Bidders will be allowed the opportunity to request that the bid be kept confidential, and not be deemed part of Association records subject to disclosure on request. In such event, the bidder must submit a summary sheet that contains the basic outline and terms of the bid: the summary sheet will be subject to inspection.
8. Evaluation charts, matrices, and other documents that contain subjective evaluations regarding a bid shall be deemed confidential and not an Association record subject to disclosure, in the same manner that discussions during executive session are confidential.
9. The bidder must disclose to the Association, in writing and at the time of submitting its bid, all potential conflicts of interest that it may have with Association directors, officers, management personnel, or employees. Potential conflicts of interest include (but are not limited to) a family relationship or a business investment/affiliation. If a potential conflict of interest is discovered after bid submission, the bidder must supplement the disclosure as soon as the potential conflict is discovered. Similarly, each person evaluating bids on behalf of the Association must disclose to the Association, in writing, all potential conflicts of interest that it may have with any bidder as soon as the person discovers the potential conflict of interest. Association representatives who have or may have a conflict of interest may be precluded from participating in Association deliberations concerning the contract if required by applicable law or the Board of Directors.
10. Contracts will not necessarily be awarded to the lowest bidder--contracts will be awarded to the best bidder as determined by the Board of Directors. Non-price factors that the Board may consider include (but are not limited to): reputation, references, experience, qualifications, licenses, financial resources, insurance coverage, prior contract history with the Association, length of time in business, individual personnel who will perform the contract, and potential conflicts of interest.

Manhard CONSULTING

Civil Engineering
Surveying
Water Resources Management
Water & Wastewater Engineering
Construction Management
Environmental Sciences
Landscape Architecture
Land Planning

July 22, 2021

Ms. Karen Hibpshman

RE: Proposal for Engineering Services
Irrigation Bores
Various Locations in Circle C
Austin, TX

Dear Ms. Hibpshman:

We appreciate the opportunity to submit a proposal to provide engineering services to the Circle C Home Owners Association. Services are in connection with the boring of multiple irrigation lines along Allerton Avenue and Barstow Avenue. As we understand it, 13 sleeves will be installed at 8 different intersections. This proposal is for Site Plan Exemptions, as required by the City of Austin, in order to perform the work.

Manhard Consulting, Ltd. (Manhard) offers to provide the following professional services as outlined in your request for fees as detailed in the following task below:

INITIAL EXEMPTION

1. EXEMPTION 1 (EX1) $3,000 (LS)

Manhard will prepare and submit the initial Site Plan Exemption application, with necessary exhibits, to the City of Austin for review and approval. We will address all comments from City staff utilizing information available online via the City of Austin GIS database.

ADDITIONAL EXEMPTIONS

2. EXEMPTIONS 2 – 8, IF NECESSARY $1,500 EACH (T&M)

Manhard will prepare and submit additional Site Plan Exemption applications, with necessary exhibits, to the City of Austin for review and approval. We will address all comments from City staff utilizing information available online via the City of Austin GIS database. We will attempt combine the bores into as few exemptions as the City will accept, but it is possible the City will require separate exemptions, applications, exhibits, etc., for each bore if not contiguous to another bore. Therefore, each intersection will likely require its own exemption.

OTHER

3. REIMBURSABLES (REIM2) 110% Cost

Reimbursable expenses shall mean one hundred ten percent (110%) of all costs incurred by Manhard relative to the Project, including without limitation all outside consultants' fees, reproduction costs (large format prints), messenger or special mail service, and other Project-related expenses.

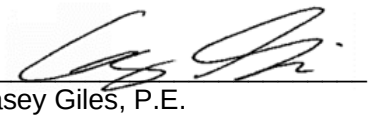
Summary of work to be performed:

EXEMPTIONS	$13,500.00
TOTAL SUM OF CONTRACT	**$13,500.00**

While Manhard Consulting makes every effort to provide a lump sum contract, some task have an unknown amount of effort therefore have been quoted on either an hourly or per unit basis. The Contract Sum provided above is an estimate. Please refer to the Individual task in this document for additional information regarding the estimated fees.

The terms of the attached "General Terms & Conditions" dated January 1, 2021, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted within 90 days of the issue date.

Yours truly,
MANHARD CONSULTING, LTD.



Casey Giles, P.E.
Senior PM/Associate Principal

ACCEPTED: **Circle C HOA**

By: _____
(Authorized Representative)

_____
(Printed Name)

Title: _____

Date: _____

Invoices will be sent to the Client via email. Invoices should be forwarded to:

Name: _____

Email: _____

Phone: _____

GENERAL TERMS AND CONDITIONS
January 1, 2021

1. **ONE INSTRUMENT/INCONSISTENCIES** – These GENERAL TERMS AND CONDITIONS, and the Manhard PROPOSAL to which these terms are attached (collectively this "Agreement") shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES. Client's authorization to Manhard to commence the performance of the services under this Agreement shall be deemed as Client's acceptance of these GENERAL TERMS AND CONDITIONS.

2. **ENTIRE AGREEMENT** – These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supercedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.

3. **REMEDIES** – All disputes between relating to this Agreement or the Project (as defined in the Proposal) shall first be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Manhard. If the Client and Manhard cannot agree on a mediator, then each of Client and Manhard shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Manhard shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to Manhard.

   No claim can be made for professional negligence, either directly or by way of cross complaint against Manhard, unless Client has first provided Manhard with a written certificate of merit executed by an independent consultant currently practicing in the same discipline as Manhard, and licensed in the state the Project is located in. The certificate of merit should contain the name and license number of the certifier, the specific acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances, and the basis for the certifier's opinion. The certificate of merit shall be provided to Manhard not less than thirty (30) calendar days prior to presentation of any claim for any mediation or judicial proceeding.

4. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client's behalf.

5. **BREACH AND COST OF COLLECTION** – In the event Client breaches the terms of this Agreement, Manhard shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Manhard shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney's fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Manhard

6. **CHANGES IN REGULATORY ENVIRONMENT** – The services provided by Manhard under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service. Client and Manhard expressly acknowledge that the time and duration of public and governmental reviews and approvals is uncertain and outside their respective control. In the event of prolonged or excessive public or governmental review, Client and Manhard shall collaborate and negotiate in good faith for a modification of applicable schedule and fees.

7. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Illinois. The venue for any action arising out of this Agreement shall be the state of Illinois.

8. **CURE PERIOD** – If during the project term, Client observes or becomes aware of any improper service which has been provided by Manhard, Client agrees to immediately notify Manhard of the same, in writing. Manhard shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Manhard of any defects within thirty (30) working days of learning of the defects, any objections to Manhard's work shall be waived. Manhard will not accept any backcharges unless Client has complied with the foregoing and allowed Manhard the opportunity to cure any problem.

9. **DELAYS** – Client agrees that Manhard shall not be responsible for damages arising directly from any delays for causes beyond Manhard's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war, pandemics, epidemics or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Manhard to perform its services in an orderly and efficient manner, Manhard shall be entitled to an equitable adjustment in schedule and/or compensation.

10. **ENGINEER'S OPINION OF PROBABLE COST** – Manhard's Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Manhard's experience and qualifications and represents Manhard's judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because

Manhard has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor's methods of determining prices, or competitive bidding or market conditions, Manhard cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Manhard's Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator. The parties acknowledge that the Project design will evolve through the completion of the Project and is subject to outside factors, including, but not limited to, permit approval and review. Client shall carry sufficient contingencies in both budget and schedule to reasonably account for such design evolution and outside factors.

11. **INDEMNITY** – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Manhard and its employees from and against claims, damages, losses and expenses, including reasonable attorneys' fees, to the extent caused by Client's negligence or the negligence of Client's agents. This indemnity shall not require the Client to indemnify Manhard for the negligent acts of Manhard or its agents.

To the fullest extent permitted by law, Manhard shall waive any right of contribution and shall indemnify and hold harmless the Client, and its employees from and against claims, damages, losses and expenses, including reasonable attorneys' fees, to the extent caused by Manhard's negligence or the negligence of Manhard's agents. This indemnity shall not require Manhard to indemnify the Client for the negligent acts of the Client or its agents.

12. **MANHARD'S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the services performs, Manhard shall maintain the following insurance coverage:

a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
b. Commercial general liability insurance covering operations under contract; the limits for bodily injury or death not less than $1,000,000 for each occurrence.
c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than $1,000,000 for each accident.

At the Client's request, Manhard shall (i) provide a Certificate of Insurance evidencing Manhard's compliance with the above requirements, and (ii) include Client as an "additional insured" on the commercial general and automobile liability policies.

13. **LIMITATION OF MANHARD'S LIABILITY** – In recognition of the relative risks of the Project to the Client and Manhard, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Manhard and Manhard's consultants, to Client, to Contractor and to any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Manhard's or Manhard's consultants to all of those named herein with respect to the Project shall not exceed $50,000.00 or the agreed upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Manhard.

Client acknowledges and understands that Manhard's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Manhard's fee and services, it is unreasonable to hold Manhard responsible for liability exposure greater than the set limit.

14. **INFORMATION TO BE PROVIDED TO MANHARD** – Client agrees to provide Manhard with such site information as may be needed to enable Manhard to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Manhard, from time to time. Client shall not be responsible for providing site information which Manhard has specifically agreed to provide in its Proposal.

15. **MANHARD'S RELIANCE ON INFORMATION PROVIDED** – Manhard may rely on the accuracy and completeness of any information furnished to Manhard by or on Client's behalf. Furthermore, Client agrees to hold Manhard harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Manhard.

16. **PAYMENT** – Invoices will be submitted to the Client for payment on a monthly basis as the work progresses. Invoices are due within thirty days of rendering. Within thirty days of receipt of Invoice, Client shall examine the invoice in detail to satisfy themselves as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the invoice within this thirty-day period. After sixty (60) days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due Manhard for services and expenses within thirty days after receipt of Manhard's invoice therefore, the amounts due Manhard will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less), from said thirtieth day. In addition, Manhard may, after giving notice to Client, suspend services under this Agreement until Manhard has been paid in full all amounts due for services, expenses and charges. In the event Manhard elects to suspend its services, and after receipt of payment in full by Client, Manhard shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Manhard to resume performance. In addition, prior to commencing such services, Manhard shall have the right, from time to time, to require Client to provide a retainer payment for services to be rendered. Manhard shall have no liability to Client for any costs or damages incurred as a result of such suspension that is caused by Client.

17. **PERMITS & FEES** – Unless the proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Manhard does not warrant, represent or guarantee that the permits or approvals will be issued.

18. **RIGHTS-OF-WAY & EASEMENTS** – Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.

19. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

20. **STANDARD OF CARE** – Manhard will strive to perform its services in accordance with a manner consistent with and limited to the level of care and skill ordinarily exercised by other Design Professionals in the same locale ("Standard of Care"). Manhard shall perform its services as expeditiously as is consistent with such Standard of Care and the orderly progress of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

21. **TERMINATION** – This Contract shall terminate at the time Manhard has completed its services for Client, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses and charges, as agreed, which have been incurred by Manhard through the date of termination.

22. **THIRD-PARTY BENEFICIARY** – Nothing in this Agreement shall create a contractual relationship between Manhard and any outside third party. The services performed under this Agreement are solely for the benefit of Client. If Client is a contractor for the owner of the property, the parties acknowledge that Manhard is intended to be a third-party beneficiary of the construction contract entered into between owner and Client.

23. **USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client are instruments of service with respect to the Project. Upon receipt of payment for all services performed in connection with such documents prepared under the Agreement, Manhard grants an irrevocable non-exclusive license to the Client relative to the Client's use of the documents in connection with the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Manhard. The authorized reproduction of the documents/electronic data from Manhard's system to an alternate system cannot be accomplished without the introduction of inexactitudes, anomalies and errors, and therefore, Manhard cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Manhard harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.

24. **WAIVER OF CONSEQUENTIAL DAMAGE** – Client and Manhard mutually agree to waive all claims of consequential damages arising from disputes, claims or other matters relating to this Agreement.

25. **MANHARD'S SITE VISITS** – If requested by Client or as required by the Proposal, Manhard shall visit the site at intervals appropriate to the various stages of construction as outlined in the Proposal in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Manhard are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Manhard in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Manhard's exercise of professional judgment. Based on information obtained during such visits and such observations, Manhard shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Manhard shall keep Client informed of the progress of the work.

The purpose of Manhard's visits to the site will be to enable Manhard to better carry out the duties and responsibilities assigned to and undertaken by Manhard hereunder including, but not limited to, visits during the Construction Phase and the Surveying Phase. Manhard shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall Manhard have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work. The means, methods, techniques, sequences and procedures of construction shall be the sole responsibility of the contractor(s). Accordingly, Manhard neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, Manhard will provide such services as the resident project representative as an Additional Service.

Manhard shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. Manhard shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.

Manhard shall have no responsibility for job site safety on the Project. The contractor and the Subcontractor's shall have full and sole authority for all safety programs and precautions in connection with the work. Manhard shall have no authority to take action whatsoever on the site regarding safety precautions and procedures.

26. **DESIGN WITHOUT CONSTRUCTION ADMINISTRATION** – It is understood and agreed that Manhard's basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against Manhard for additional costs or delays that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Manhard, its officers, directors, employees and subconsultants (collectively, Manhard) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Manhard If the Client requests in writing that Manhard provide any specific construction phase services and if Manhard agrees in writing to provide such services, then Manhard shall be compensated for Additional Services as provided in Exhibit A.

27. **STATUTE OF LIMITATIONS AND REPOSE** – All legal actions by either party against the other arising out of the Agreement or services performed are barred after five (5) years from completion of the services, or five (5) years from the termination of the Agreement, whichever is sooner. If the five (5) year duration is shorter than the shortest duration permitted by law, then the shortest duration permitted by law applies.

28. **CONSTRUCTION STAKING** – If Manhard is to provide construction staking as required by the Proposal, then line and grade stakes shall be set one time and one time only under the provisions of this Agreement. Client shall notify Manhard that stakes shall be needed at least two (2) working days in advance of starting work. Client to provide all required geometric data, including but not limited to: points of intersection, curvature and tangent; property corners along the rights-of-way; building corners for mass grading operations when appropriate; and other "key" points as necessary, prior to requesting construction staking if engineering is not provided by Manhard.

29. **CONTRACTOR'S PAYMENT REQUEST VERIFICATION** – If Manhard is to verify contractor's payment requests as required by the Proposal, then Manhard's on-site observations of contractor's work for the purposes of recommending payment shall be limited to the specific responsibilities that have been assigned to Manhard in accordance with this Agreement. As such, Client acknowledges that Manhard's observations which are not related to Manhard's specific responsibilities are not exhaustive and do not extend to every aspect of the work-in-progress.

Neither Manhard's observation of contractor's work for the purposes of recommending payments nor Manhard's recommendation of any payment (including final payment) will impose on Manhard responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws, rules, regulations, ordinances, codes or riders applicable to contractor's furnishing and performing the work. It will also not impose responsibility on Manhard to make any examination to ascertain how or for what purposes contractor has used the moneys paid on account of the contract price, or to determine that the title to any of the work, materials or equipment has passed to Client free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and contractor that might affect the amount that should be paid.

30. **RECORD DRAWINGS** – If Manhard is to prepare record drawings as required by the Proposal, then the information submitted by the Contractor and incorporated by Manhard into the record documents will be assumed to be reliable, and Manhard will not be responsible for the accuracy of this information, nor for any errors in or omissions in the information provided by the Contractor which may appear in the record documents as a result, and Client will hold Manhard harmless for any such errors or omissions.

SCHEDULE OF TIME
AND MATERIAL RATES FOR 2021
(Note: Rates for services performed after December 31, 2021 are subject to annual adjustment)

CATEGORY	CURRENT HOURLY RATES
President	$225.00
Executive Vice President	$225.00
Vice President	$200.00
Operations Manager	$175.00 - $200.00
Senior Project Manager	$165.00 - $215.00
Director/Manager	$145.00 - $160.00
Project Manager	$140.00 - $155.00
Project Engineer	$123.00 - $145.00
Senior Design Technician	$120.00 - $130.00
Staff Engineer	$98.00 - $108.00
Design Technician	$98.00 - $108.00
Engineering CADD/G.I.S. Technician	$68.00 - $115.00
Senior Planner	$130.00 - $180.00
Staff Planner	$85.00 - $125.00
Landscape Architect	$120.00 - $150.00
Senior Construction Manager	$140.00
Project Surveyor	$135.00 - $138.00
Construction Manager/Coordinator	$123.00 - $130.00
Staff Surveyor	$113.00 - $130.00
Survey/Construction Technician	$95.00
High Definition Scanning Technician	$110.00
High Definition Scanner	$80.00
UAV Technician	$110.00
1-Person Crew	$140.00
2-Person Crew	$183.00
Administrative Assistant	$60.00 - $75.00
Intern	$60.00
Expert Testimony & Depositions	$250.00
	REIMBURSABLES
Mileage	$0.55/mile
Printing – Paper (in-house)	$0.15/sf
Printing – Vellum (in-house)	$1.75/sf
Printing – Mylar, Film, (in-house)	$2.50/sf

Hourly rates subject to annual increases for services authorized after December 31, 2021.

Date	Estimate #
6/28/2021	5090

Name / Address

JT Underground and Utility Construction Inc
7055 Pipestone
Schertz TX 78154
jtuinc@gmail.com www.jtunderground .com
office 210-267-1629 cell 210-825-3530

P.O. No.	Terms	Project
		Irrigation Sleeves Barstow Ave.

Item	Qty	Description
		JTU to provide pipe and boring service for Circle C HOA. This price does not include potholing existing utilities. The bore price does include starting and ending pits for the bore. This price is preliminary and will need to be re-evaluated once the engineer is finished with the plans
BRU8	45	BORE ROCK 8"<60
BRU4	45	BORE ROCK 4"<60
BRU4	50	BORE ROCK 4"<60
BRU4	60	BORE ROCK 4"<60
BRU8	45	BORE ROCK 8"<60
BRU4	50	BORE ROCK 4"<60
BRU4	45	BORE ROCK 4"<60
BRU4	110	BORE ROCK 4"<60
BRU8	45	BORE ROCK 8"<60
BRU4	45	BORE ROCK 4"<60
BRU4	80	BORE ROCK 4"<60
BRU4	60	BORE ROCK 4"<60
BRU4	60	BORE ROCK 4"<60
BRU4	70	BORE ROCK 4"<60
LSMAT NON ATT	1	Provide 4" HDPE
		*JTU can provide a soft dig crew to expose all existing utilities that come into conflict with the bore path for $250/hour. This includes drivetime to the jobsite and to the dump yard at the end of each day. **We could get a better idea of how much potholing is needed once locates are put on the ground ***JTU can also provide ground penetrating radar to locate all existing utilities more accurately for $2,000 ****This also assumes JT will be able to bore above 5' depth. If JT has to bore deeper than 5' we will need to re-evaluate prices to include extra digging time and trench safety equipment.

Total $88,187.75

Signature _____