

CCHOA Board Meeting Agenda
28 August 2018, 6:30pm
Circle C Community Center

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of July 31, 2018 board meeting minutes *James Moseley*
- IV. Homeowner Forum (*3 min each*)
 - a. Jim Schaffrath
 - b. Justin Finck
- 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. Draft 2019 Budget
 - b. CC&R's Amendments
 - c. Long Term planning/Reserve Study
- VII. Action Items
 - a. Concept Design Proposal
 - b. Acceptance of the following Lots
 - 1. Acceptance of Avana, Phase One, Section 3, Lot 44
 - 2. Acceptance of Avana Phase 1, Section 1, Lot 1, Blk A
 - 3. Acceptance of Avana Phase 1, Section 1, Lot 18, Blk B
 - 4. Acceptance of Avana Phase 1, Section 2, Lot 17, Blk G (Hays County)
 - 5. Acceptance of Avana Phase 1, Section 2, Lot 16, Blk G (Travis/Hays)
 - c. Escarpment Preliminary/Final Design Proposal
 - d. CC&R Committee Charter
- VIII. Adjourn Public Meeting
- IX. Executive Session

Attachments

- 1. July 2018 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report
- 6. 2019 Draft Budget
- 7. CC&R Amendments
- 8. Concept Design Proposal
- 9. Landscaping/Escarpment Proposal
- 10. CC&R Committee Charter

**Circle C Homeowners Association
Board Meeting Minutes
July 31, 2018**

1. The CCHOA Board of Directors convened on July 31, 2018 at the Circle C Community Center. James called the meeting to order at 6:32 p.m. In attendance were board members James Moseley, Kim Ackermann, Steve Urban, Dan Vavasour. Russ Hodes arrived at 6:36 pm. Jason Bram and Natalie Placer-McClure were not present. CCHOA Manager Karen Hibpsman was in attendance. Brody McKinley, Aquatics Director was present. Robert Bardeleben, Facilities Coordinator was present. Clayton Hoover from Circle C Landscape was present.
2. James asked if there were any changes to the agenda. Kim motioned to accept the agenda as written. Dan seconded the motion. All were in favor and the motion passed.
3. James presented the June 26, 2018 board meeting minutes. Dan motioned to accept the minutes as written. Kim seconded the motion. All were in favor and the motion passed.
4. Russ took over running the meeting and introduced the Homeowner Forum. John Hayek was in attendance and had questions concerning the TxDot project at Slaughter/MoPac and La Crosse/MoPac.
5. Karen presented the management report and the YTD Financials.
6. Clayton presented the landscaping report.
7. Brody presented the aquatics report.
8. Robert presented the maintenance report
9. The first discussion item was the proposed CC&R Amendments. Karen addressed the amendment request concerning term limits explaining that this would be in direct conflict with the 2011 legislation. The Town Hall/Community Input meeting will be held on August 7th.
10. The second discussion item was the Long-Term planning. This on-going topic will continue to be added to and will be used in conjunction with the Reserve Study.
11. The first action item was Circle C Monument Master Plan Proposal. Trent Rush with Hitchcock Design Group will provide the board with a cost for 3 story boards which will be presented to the board. Kim motion to install palisades zoysia at Escarpment and Slaughter.
12. The second action item was the Escarpment Preliminary/Final Design Proposal. James motioned to table. Kim seconded the motion. All were in favor and the motion passed.
13. The third action item was the CC&R Committee Charter. Karen will send out an email to all that are on the volunteer list to see who is interested as serving as the chair and share this information with the
14. Kim motioned to adjourn the Public Meeting at 8:00pm. Dan seconded the motion. All were in favor and the motion passed.
15. The Board went into executive session at 8:01 pm to discuss the Trademark. No votes or action were taken. The Board adjourned executive session at 8:10 pm.

**Circle C Homeowners Association
Manager's Report
July 28, 2018 – August 24, 2018**

Violation Report (July 28th, 2018 – August 24th, 2018)

239 Violations

- 39 (16%) Rubbish and Debris
- 22 (9%) Maintenance
- 141 (59%) Front Yard Maintenance
- 3 (1%) Architectural
- 5 (2%) Recreational Equipment
- 8 (3%) Vehicle Storage
- 3 (1%) Driveway
- 1 (0%) Use Limitations
- 0 (0%) Fencing
- 15 (6%) Repair Exterior Damages
- 2 (1%) Common Properties

239 Violations by Stage

- 232 (97%) stage 1/cooperative letters
- 2 (1%) stage 2
- 5 (2%) stage 0

399 Violation Updates/Creates

- 109 (27%) Closed
- 229 (57%) New
- 30 (8%) Escalated
- 2 (1%) Re-Opened
- 29 (7%) On Hold

Administration

48 New Homeowner Packets mailed July 21st – August 17th

Financial

Signed AP checks August 20th with Terri Giles.

Upcoming Special Events

Sept 14th – Food Trailer Night

Sept 25th – Board Meeting

Oct 12th – Food Trailer Night

District 8/Mayoral Candidates will be at the Food Trailer Night

Oct 20th – Fall Community Garage Sale (Electronic Recycling, Shredding and Salvation Army will be at the Community Center from 10am-2pm)

Project/Updates

- The remainder of the 2017 Stratus payment for \$51,000 was received 8-6-18. 1st payment for 2018 has already been billed and received.
- AISD Update – Great turn out for the AISD Public Input Meeting at the Aug 10th at the Food Trailer Night.
- Muirfield/CVS/Google Repairs – Repairs are completed. Billing will be split between Google and CVS.
- SH 45 project has changed the look of the entrance at GreyRock. No update on the SH45 project.
- Travis County Clerk’s office has confirmed that the Community Center will be used a polling location for the November 6th election. If a run-off election is needed, this will also be held at the Community Center.
- At the October Food Trailer Event we will have the District 8 Candidates and candidates for Mayor.
- Reserve Study Update – Reserve Study has been shared with the board. Staff has met to review and provided changes/updates to the Reserve Study folks
- The property to the Northwest of Gorzycki Middle School (Tract 101). The project name is St Mary’s Apartments, have 240 apartments and it will be a garden style complex. Construction is expected to take 18 months to complete.
- We have hired the Common Area Property Monitor and training has begun.

- **Capital Projects**

2018 Capital Budget Projects include:

Swim Center - Furniture	Completed
Landscaping – Irrigation Infrastructure	Continuing Project
Bed Upgrades	Continuing Project
Landscaping – Tree Planting	Not Started
Landscaping – Rock Work	Continuing Project
Community Center – Replace Light Pole	Completed
Swim Center – Replace Turf Grass	Completed
Swim Center – Pool Covers	Not Started

Swim Center – Picnic Tables/Benches	Completed
Swim Center Pool filter/sand change	Completed
Swim Center Parking Lot Repairs	Not Started
Construction Repairs	Information will be provided above if and when this is needed

Current or Future Projects

- Irrigation Infrastructure
- Signage
- Monuments
- Landscape Prep
- Expansion of CCCC pool
- Domain Name
- Phase II
- Additional Playgrounds

2018 CCHOA INCOME BUDGET

Category	Subcategory	2018 Budget	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Totals	%
Homeowner Income	Homeowner Dues	\$3,352,340	\$28,559.07	\$919,399.68	\$488,404.94	\$163,584.21	\$80,098.29	\$40,816.76	\$936,894.23	\$2,657,757.18	79%
Homeowner Income	Resale Certificates	\$67,500	\$3,275.00	\$4,725.00	\$6,750.00	\$8,550.00	\$11,475.00	\$7,425.00	\$8,100.00	\$50,300.00	75%
Homeowner Income	Transfer Fees I0come	\$75,000	\$6,650.00	\$20,125.00	\$5,775.00	\$7,000.00	\$8,750.00	\$9,450.00	\$9,275.00	\$67,025.00	89%
Homeowner Income	Late Fees Collected	\$20,000	\$1,262.88	\$1,726.83	\$752.12	\$3,315.66	\$2,335.96	\$1,063.55	\$1,169.98	\$11,626.98	58%
Homeowner Income	Lien Admin Fees Income	\$500	\$98.00	\$56.00	\$28.00	\$28.00	\$28.00	\$14.00	\$28.00	\$280.00	56%
Homeowner Income	Filing Fee Income	\$1,250	\$392.00	\$224.00	\$182.00	\$112.00	\$112.00	\$112.00	\$56.00	\$1,190.00	95%
Homeowner Income	NSF Charges	\$200	\$0.00	\$25.00	\$25.00	\$0.00	\$25.00	\$0.00	\$25.00	\$100.00	50%
Homeowner Income	Collection Fee Income	\$1,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Homeowner Income Total		\$3,517,790	\$40,236.95	\$946,281.51	\$501,917.06	\$182,589.87	\$102,824.25	\$58,895.31	\$955,534.21	\$2,788,279.16	79%
Architectural Review I0come	Architectural Review I0come	\$50,000	\$3,220.00	\$1,275.00	\$705.00	\$12,210.00	\$540.00	\$19,920.00	\$3,960.00	\$41,830.00	84%
Architectural Review I0come Total		\$50,000	\$3,220.00	\$1,275.00	\$705.00	\$12,210.00	\$540.00	\$19,920.00	\$3,960.00	\$41,830.00	84%
Rental Income	Office Rent	\$8,000	\$2,088.84	\$0.00	\$0.00	\$2,088.84	\$0.00	\$0.00	\$2,088.84	\$6,266.52	78%
Rental Income	Grill Rent	\$6,100	\$500.00	\$2,500.00	\$500.00	\$512.50	\$512.50	\$1,537.50	\$512.50	\$6,575.00	108%
Rental Income Total		\$14,100	\$2,588.84	\$2,500.00	\$500.00	\$2,601.34	\$512.50	\$1,537.50	\$2,601.34	\$12,841.52	91%
Aquatics Income	Pool Programs	\$88,000	\$575.00	\$1,139.00	\$6,767.50	\$8,553.25	\$22,077.25	\$15,706.25	\$13,072.12	\$67,890.37	77%
Aquatics Income	Pool Programs - Swim Team	\$140,500	\$9,595.00	\$10,802.50	\$10,952.50	\$8,335.00	\$10,952.50	\$6,181.00	\$5,415.00	\$64,344.00	46%
Aquatics Income	Facility Income	\$37,500	\$124.20	\$4,323.00	\$941.29	\$2,823.98	\$10,908.11	\$7,755.38	\$8,116.37	\$34,992.33	93%
Aquatics Income Total		\$266,000	\$10,294.20	\$16,264.50	\$18,661.29	\$19,712.23	\$46,048.36	\$29,642.63	\$26,603.49	\$167,226.70	63%
CCCC Income	CCCC Facility Rentals	\$50,000	\$4,959.50	\$5,871.00	\$5,650.00	\$5,237.50	\$5,181.00	\$5,367.00	\$14,189.00	\$46,455.00	93%
CCCC Income Total		\$50,000	\$4,959.50	\$5,871.00	\$5,650.00	\$5,237.50	\$5,181.00	\$5,367.00	\$14,189.00	\$46,455.00	93%
Landscape Reimbursements	Stratus Reimb	\$97,000	\$0.00	\$0.00	\$46,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,000.00	47%
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	\$46,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,000.00	40%
Miscellaneous	Interest Income	\$2,000	\$566.75	\$493.88	\$653.22	\$1,009.30	\$972.99	\$643.74	\$673.70	\$5,013.58	251%
Miscellaneous	Sales Tax Discount	\$0	\$1.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.21	
Miscellaneous Total		\$2,000	\$567.96	\$493.88	\$653.22	\$1,009.30	\$972.99	\$643.74	\$673.70	\$5,014.79	251%
Rowell Reimbursement	The Rowell HOA	\$14,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,349.02	\$0.00	0%
The Rowell Total		\$14,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,349.02	\$7,349.02	52%
Grand Total		\$4,028,490.00	\$61,867.45	\$972,685.89	\$574,086.57	\$223,360.24	\$156,079.10	\$116,006.18	\$1,010,910.76	\$3,114,996.19	77%

2018 CCHOA EXPENSE BUDGET

Category	Subcategory	2018 Budget	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,108,109	\$92,342.24	\$92,342.24	\$92,342.24	\$92,342.24	\$92,342.24	\$92,342.24	\$92,342.24	\$646,395.68	58%
Commons Area Services	Contract Landscape SC	\$28,875	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$16,843.75	58%
Commons Area Services	Contract Landscape CCCC	\$28,875	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$16,843.75	58%
Commons Area Services	Contract Landscape AV	\$20,475	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$11,943.75	58%
Common Area Services	Contract Landscape GR	\$20,475	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$11,943.75	58%
Common Area Services	Common Area Holiday Lighting	\$41,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	2016 Land Additions	\$12,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Landscape Repairs	\$62,000	-\$1,800.00	\$3,860.00	\$475.00	\$4,193.00	\$21,883.00	\$8,735.00	\$9,375.00	\$46,721.00	75%
Commons Area Services	Landscape Water Utilities	\$235,000	\$10,782.71	\$7,452.40	\$7,180.33	\$6,398.76	\$7,653.74	\$21,283.50	\$28,511.42	\$89,262.86	38%
Commons Area Services	COA Water Utility Compliance	\$4,000	\$0.00	\$2,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,225.00	\$3,375.00	84%
Common Area Services	LandscapeElectric Utilities	\$36,000	\$3,486.70	\$2,967.77	\$2,728.25	\$3,035.40	\$3,173.18	\$2,975.77	\$2,653.86	\$21,020.93	58%
Common Area Services	Tree Care	\$25,000	\$0.00	\$12,500.00	\$0.00	\$0.00	\$1,850.00	\$3,750.00	\$325.00	\$18,425.00	74%
Commons Area Services	Fence Repairs & Maint	\$6,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Electrical Repairs & Maint	\$13,000	\$0.00	\$0.00	\$329.54	\$0.00	\$3,658.51	\$529.11	\$321.28	\$4,838.44	37%
Common Area Services	Nieghborhood Maint & Repair	\$16,000	-\$4,811.52	\$346.92	\$3,375.75	-\$2,872.41	\$7,822.76	\$260.87	\$240.87	\$4,363.24	27%
Common Area Services	Non Contract Landscape - SC	\$13,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$920.13	\$129.90	\$1,050.03	8%
Commons Area Services Total		\$1,670,309	\$108,225.13	\$129,844.33	\$114,656.11	\$111,321.99	\$146,608.43	\$139,021.62	\$143,349.57	\$893,027.18	53%
Aquatics Facilities	Administrative	\$56,000	\$2,347.88	\$1,325.11	\$6,499.92	\$4,570.13	\$3,458.39	\$3,893.05	\$2,604.81	\$24,699.29	44%
Aquatics Facilities	Supplies - Pool	\$16,500	\$765.94	\$0.00	\$2,099.43	\$403.66	\$706.61	\$891.09	\$211.60	\$5,078.33	31%
Aquatics Facilities	Supplies - Chemicals	\$78,000	\$2,478.98	\$3,453.31	\$2,908.20	\$5,655.90	\$3,351.21	\$5,774.42	\$6,600.66	\$30,222.68	39%
Aquatics Facilities	Supplies & Fees - Swim Team	\$22,000	\$4,635.64	-\$1,585.28	-\$25.97	\$2,371.97	\$1,634.55	-\$183.00	\$608.42	\$7,456.33	34%
Aquatics Facilities	Maintenance - Pool	\$77,400	\$4,375.12	\$3,775.99	\$6,613.45	\$8,240.92	\$3,702.71	\$3,049.73	\$12,032.20	\$41,790.12	54%
Aquatics Facilities	Maintenance - Building	\$54,100	\$4,320.84	\$1,980.16	\$2,009.51	\$4,374.85	\$2,460.96	\$7,736.10	\$2,696.63	\$25,579.05	47%
Aquatics Facilities	Payroll - Staff	\$646,500	\$22,699.22	\$25,267.85	\$36,522.07	\$46,052.45	\$101,328.31	\$106,685.06	\$115,166.10	\$453,721.06	70%

Aquatics Facilities	Payroll - Programming Staff	\$48,500	\$460.90	\$808.15	\$1,038.46	\$1,512.05	\$5,346.62	\$6,863.78	\$7,911.47	\$23,941.43	49%
Aquatics Facilities	Payroll - Swim Team	\$118,500	\$5,207.26	\$5,870.38	\$5,855.31	\$6,127.34	\$9,264.84	\$6,286.20	\$6,231.17	\$44,842.50	38%
Aquatics Facilities	SC-Utilities - Water	\$28,000	\$1,406.86	\$1,867.18	\$1,937.81	\$2,047.42	\$1,910.83	\$2,208.92	\$2,794.06	\$14,173.08	51%
Aquatics Facilities	Avana _Utilities-Water	\$6,000	\$190.33	\$100.85	\$100.85	\$106.96	\$101.48	\$0.00	\$826.22	\$1,426.69	24%
Aquatics Facilities	GR- Utilities - Water	\$6,000	\$0.00	\$0.00	\$0.00	\$1,094.21	\$244.26	\$281.68	\$283.67	\$1,903.82	32%
Aquatics Facilities	SC-Utilities - Electric	\$33,000	\$1,869.12	-\$514.92	\$2,053.95	\$2,091.18	\$1,923.21	\$2,203.04	\$2,117.91	\$11,743.49	36%
Aquatics Facilities	Avana - Utilities- Electric	\$12,000	\$799.34	\$550.01	\$720.69	\$834.43	\$793.18	\$877.73	\$923.17	\$5,498.55	46%
Aquatics Facilities	GR -Utilities-Electric	\$9,000	\$397.18	\$432.42	\$410.33	\$410.34	\$414.88	\$400.59	\$429.20	\$2,894.94	32%
Aquatics Facilities	Utilities - Natural Gas	\$32,000	\$3,809.29	\$4,194.00	\$4,303.09	\$2,613.81	\$2,187.60	\$801.69	\$358.06	\$18,267.54	57%
Aquatics Facilities	SC-Utilities - Telephone/Internet	\$10,000	\$560.44	\$560.50	\$560.76	\$560.78	\$582.07	\$386.27	\$762.91	\$3,973.73	40%
Aquatics Facilities	Avana - Telephone/Internet	\$4,000	\$170.87	\$171.23	\$171.87	\$171.87	\$171.41	\$130.04	\$213.14	\$1,200.43	30%
Aquatics Facilities	GR- Telephone/Internet	\$4,000	\$204.28	\$204.60	\$205.24	\$205.24	\$204.84	\$205.02	\$277.55	\$1,506.77	38%
Aquatic Facilities Total		\$1,261,500	\$56,699.49	\$48,461.54	\$73,984.97	\$89,445.51	\$139,787.96	\$148,491.41	\$163,048.95	\$719,919.83	57%
Circle C Community Center	Utilities - Water	\$35,000	\$642.50	\$927.15	\$705.06	\$886.48	\$1,094.51	\$1,056.60	\$1,115.54	\$6,427.84	18%
Circle C Community Center	Utilities - Electric	\$20,000	\$1,594.94	\$2,059.03	\$1,709.43	\$1,538.12	\$1,509.16	\$1,614.18	\$2,208.14	\$12,233.00	61%
Circle C Community Center	Utilities - Telephone/Internet	\$9,600	\$685.15	\$684.70	\$684.70	\$0.00	\$2,055.15	\$686.90	\$0.00	\$4,796.60	50%
Circle C Community Ctr	Events Payroll	\$5,500	\$285.14	\$305.46	\$213.74	\$465.43	\$559.30	\$380.53	\$470.22	\$2,679.82	49%
Circle C Community Center	Furniture	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Circle C Community Center	Maintenance - Building	\$36,100	\$3,321.81	\$3,931.93	\$1,709.45	\$1,706.11	\$1,847.37	\$2,104.79	\$2,611.33	\$17,232.79	48%
Circle C Community Ctr Total		\$108,200	\$6,529.54	\$7,908.27	\$5,022.38	\$4,596.14	\$7,065.49	\$5,843.00	\$6,405.23	\$43,370.05	40%
Maintenance Operations	Office Supplies	\$1,800	\$107.17	\$203.48	\$0.00	\$162.15	\$103.31	\$0.00	\$173.07	\$749.18	42%
Maintenance Operations	Employee Education	\$1,200	\$0.00	\$150.00	\$134.95	\$0.00	\$92.41	\$0.00	-\$27.65	\$349.71	29%
Maintenance Operations	Unifforms	\$1,200	\$0.00	\$980.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$980.25	82%
Maintenance Operations	Staff Recruitment	\$300	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Safety Equip/Supplies	\$1,100	\$0.00	\$380.26	\$0.00	\$0.00	\$118.48	-\$10.98	\$112.34	\$600.10	55%
Maintenance Operations	Maintenance Payroll	\$163,000	\$11,471.58	\$11,471.58	\$11,471.58	\$11,471.58	\$17,207.37	\$11,471.58	\$11,471.58	\$86,036.85	53%
Maintenance Operations	Pool Tech	\$63,000	\$2,802.55	\$2,817.23	\$3,048.98	\$3,335.68	\$5,726.84	\$5,481.37	\$5,061.16	\$28,273.81	45%
Maintenance Operations	Payroll Taxes	\$15,000	\$999.15	\$973.41	\$941.93	\$932.98	\$1,414.32	\$957.65	\$958.65	\$7,178.09	48%
Maintenance Operations	Computer/Softwar	\$1,800	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Tools/Supplies	\$6,000	\$1,656.33	\$86.71	\$416.42	\$196.24	\$277.47	\$2,359.60	\$0.00	\$4,992.77	83%
Maintenance Operations	Office Furniture	\$500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations Total		\$254,900	\$17,036.78	\$17,062.92	\$16,013.86	\$16,098.63	\$24,940.20	\$20,259.22	\$17,749.15	\$129,160.76	51%
HOA Operations	Office Supplies	\$8,000	\$953.50	\$2,753.57	-\$433.89	\$278.98	\$468.92	\$1,031.59	-\$1,852.82	\$3,199.85	40%
HOA Operations	Fraud Clearing Account	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,888.30	\$0.00	\$1,888.30	#DIV/0!
HOA Operations	Equip & Maintenance	\$13,000	\$300.75	\$847.73	\$155.82	\$995.13	\$162.19	\$231.01	\$163.00	\$2,855.63	22%
HOA Operations	HOA Owned Vehicle Expense	\$7,000	\$200.59	\$208.48	\$575.54	\$244.28	\$301.93	\$249.16	\$308.67	\$2,088.65	30%
HOA Operations	Postage	\$15,000	\$2,389.06	\$1,505.56	\$434.92	\$449.92	\$1,173.73	\$3,058.90	\$325.31	\$9,337.40	62%
HOA Operations	Web Operations	\$2,000	\$102.85	\$185.95	\$67.00	\$67.00	\$818.18	\$107.74	\$64.08	\$1,412.80	71%
HOA Operations	Printing	\$2,000	\$1,286.96	\$0.00	\$0.00	\$0.00	\$72.61	\$87.68	\$0.00	\$1,447.25	72%
HOA Operations	HOA Meetings	\$3,500	\$0.00	\$258.54	\$479.43	\$0.00	\$0.00	\$0.00	\$0.00	\$737.97	21%
HOA Operations	Deed Restrictions	\$5,000	\$703.56	\$0.00	\$0.00	\$703.56	\$0.00	\$0.00	\$703.56	\$2,110.68	42%
HOA Operations	HOA Special Events	\$30,000	\$0.00	\$0.00	\$1,500.58	\$3,550.77	\$2,622.68	\$325.68	\$1,237.80	\$9,237.51	31%
HOA Operations Total		\$85,500	\$5,937.27	\$5,759.83	\$2,779.40	\$6,289.64	\$5,620.24	\$6,980.06	\$949.60	\$34,316.04	40%
Financial Management	Management Services	\$99,500	\$8,644.47	\$8,707.14	\$8,731.12	\$8,686.98	\$8,677.17	\$8,665.18	\$8,849.89	\$60,961.95	61%
Financial Management	Resale Certificate	\$10,000	\$1,087.49	\$1,100.00	\$1,400.00	\$2,400.00	\$3,289.14	\$1,850.00	\$2,904.50	\$14,031.13	140%
Financial Management	Lien Filing Administrative Fees	\$1,000	\$52.00	\$182.00	\$52.00	\$78.00	\$26.00	\$26.00	\$26.00	\$442.00	44%
Financial Management	Bank Fees	\$25,000	\$1,736.92	-\$354.80	\$4,842.45	\$3,448.89	\$3,942.47	\$4,042.75	\$1,177.30	\$18,835.98	75%
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		\$143,500	\$11,520.88	\$9,634.34	\$15,025.57	\$14,613.87	\$15,934.78	\$14,583.93	\$12,957.69	\$94,271.06	66%
HOA Management	Management Payroll	\$174,000	\$13,550.64	\$13,550.64	\$13,550.64	\$13,366.03	\$19,645.91	\$13,181.42	\$13,181.42	\$100,026.70	57%
HOA Management	Management Payroll Taxes	\$15,000	\$1,205.07	\$1,175.75	\$1,130.19	\$1,130.05	\$1,665.91	\$1,132.16	\$1,140.83	\$8,579.96	57%
HOA Management	Mileage Reimbursement	\$9,000	\$325.37	\$398.95	\$268.69	\$356.44	\$285.00	\$448.61	\$794.63	\$2,877.69	32%
HOA Management	Insurance Stipend	\$32,000	\$3,201.98	\$2,906.84	\$2,906.84	\$4,129.97	\$285.59	\$3,317.34	\$3,317.34	\$20,065.90	63%
HOA Management	Cont Ed & Skills Enhancement	\$2,000	\$0.00	\$0.00	\$0.00	\$298.00	\$2,888.82	\$0.00	\$0.00	\$3,186.82	159%
HOA Management Total		\$232,000	\$18,283.06	\$18,032.18	\$17,856.36	\$19,280.49	\$24,771.23	\$18,079.53	\$18,434.22	\$134,737.07	58%
Architectural Review Expense	Architectural Review Expenses	\$25,000	\$1,529.50	\$659.25	\$599.25	\$4,845.75	\$459.00	\$8,512.50	\$1,750.50	\$18,355.75	73%
Architectural Review Expenses Total		\$25,000	\$1,529.50	\$659.25	\$599.25	\$4,845.75	\$459.00	\$8,512.50	\$1,750.50	\$18,355.75	73%
Legal Services	Legal Services	\$20,000	\$125.00	\$805.23	\$2,679.92	\$3,585.95	\$4,450.00	\$11,369.82	\$8,922.50	\$31,938.42	160%
Legal Services Total		\$20,000	\$125.00	\$805.23	\$2,679.92	\$3,585.95	\$4,450.00	\$11,369.82	\$8,922.50	\$31,938.42	160%
Taxes	Property	\$6,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Taxes Total		\$6,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Insurance	General, Property, Boiler & Auto,	\$65,000	\$5,198.91	\$5,198.91	\$5,198.91	\$5,198.91	\$5,198.91	\$5,198.90	\$0.00	\$31,193.45	48%
Insurance	Auto	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Insurance	D & O Insurance	\$12,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,765.00	\$10,765.00	90%

Insurance	Worker's Comp	\$12,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,992.55	\$8,992.55	75%
Insurance Total		\$94,000	\$5,198.91	\$5,198.91	\$5,198.91	\$5,198.91	\$5,198.91	\$5,198.90	\$19,757.55	\$50,951.00		54%
Community Enhancement	Donations	\$1,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Community Enhancement	Association Memberships	\$2,000	\$50.00	\$120.00	\$142.00	\$0.00	\$0.00	\$82.00	\$0.00	\$394.00		20%
Community Enhancement Total		\$3,000	\$0.00	\$120.00	\$142.00	\$0.00	\$0.00	\$82.00	\$0.00	\$344.00		11%
Grand Total		\$3,904,409	\$214,049	\$243,487	\$253,959	\$275,277	\$374,836	\$378,422	\$393,325	\$2,021,230		52%

2016 Capital Budget Projects YTD

Lounge Chairs (SC Replacements)	\$15,500	\$15,447.00
Irrigation Infrastructure	\$50,000	\$15,000.00
Tree Planting	\$35,000	\$0.00
Rock Work	\$4,000	\$3,129.51
Replace Tuf Grass - SC	\$20,000	\$19,525.89
Pool Covers	\$5,800	\$0.00
Picnic Tables/Benches - SC	\$8,000	\$6,867.02
SC Pool Filter Sand Change	\$7,000	\$7,659.98
SC Parking Lot Repairs	\$6,000	\$0.00
SC Playground	\$0	\$20,913.90
Construction Repairs	\$25,000	\$3,225.00
Monuments	\$0	\$2,821.00
Reserve Study	\$0	\$2,350.00
Total	\$176,300	\$96,939.30

Total Capital Budget Projects **\$176,300.00** **\$96,939.30**

Grand Total Expenses **\$4,080,709.00**

**Circle C Landscape
Board Report
August 2018**

Weather

General: Hot & Dry!
Rainfall Total: .84 inches
Temperature: high 103, low 68, average 86 degrees
Major Events: over 45 days of 110+ degree temps so far this summer

Maintenance Services

General: Weekly Mowing Throughout
Bed Weeding: all entrances, all areas checked and cleaned
Ant Treatment: all parks, pools, along sidewalks
Complete: All Perennial and Shrub Trimming- photos below!
Trimming around all school signs and sidewalks
Underway: Additional touch-up trimming on Escarpment

Outlying Areas

General: CCCC Filter Pond, mowed & cleaned
Outlying postal areas, karsts, greenbelts have been trimmed and cleaned

Trees: Tree evaluation underway, removal of dead branches and dead trees, canopy uplift throughout

Irrigation

General: All controllers on
Repairs: Major main line repair at Slaughter/Beckett median
Major main line repair at Slaughter/Vinemont, including valve replacement
Major main line repair at Slaughter/Bungalow, including valve replacement
Decoder replacement at Avana, west of bridge, afer-hours discovery
Avana Amenity Center- valve locating, discovered under landscape boulder
after extensive wire tracking, pothole digging and line tracing; materials were
removed and valve was tested & run
Alta Mira N controller troubleshooting, replace power module & 6-station module
2 valve replacement
2 node clock replacements
3 solenoid replacements
Numerous repairs to drip irrigation, heads, bubblers, nozzles, air vents etc.
Extra hand watering at Avana/Antigo, Bernia & Greyrock Construction Areas,
La Crosse median at MoPac/construction area,
and we are also giving all the Burr oaks extra water due to summer stress

Construction Activity

- Bernia-- All trenching, sleeve installation, wiring and other repairs have been made
Final improvements to Vicenza and Mundomar will be completed end of September to include areas of new drip line, Palisades zoysia sod, plantings, hardwood mulch, River rock, and wildflower seed
- Muirfield-- CVS construction. Sleeve relocation under street, old sleeve removal, new main line installed, relocate & rewire all irrigation
2 new valves installed and 2 lateral lines repaired
- SH 45/Greyrock-- Irrigation remains capped in construction area
- Slaughter/MoPac-- CCL cut off and capped main line to allow irrigation to continue up to point of construction (median 2), rest is cut off (median 1)
- MoPac/LaCrosse-- CCL cut off and capped main line to allow irrigation to continue up to point of construction.
- Wildflower Park-- Irrigation remains capped in construction area
- Avana Entrance-- Main line is capped, sidewalk from Greyrock is under construction

Capital Improvements

La Crosse at Dahlgreen

The two corner returns on the north side are getting a re-design to correct visibility issues
Vegetation has been removed and all new plants will be installed in the fall



South Bay Mail Center

This is an area without irrigation and the vegetation is at the end of it's life so we will be re-designing the area and installing river rock



Trimming Before & Afters

The summer Perennial and Shrub Trimming is complete! It is a big job and includes Circle C North, Slaughter, Escarpment, South Bay, Dahlgreen, La Crosse, Spruce Canyon, Avana, and Greyrock. Tree canopies were also lifted up away from sidewalks and above bike lanes.

La Crosse:



Escarpment:



Spruce Canyon:



A few more "after" shots of freshly trimmed trees and bedding areas



Extra Events

Clayton and Lindsey attended the Texas Nursery and Landscape Expo in San Antonio and attended many good educational sessions

Clayton also attended the City of Austin Mobility Corridor Open House and made contacts with the project managers that will be working on this project with regard to irrigation and other improvements

Circle C Landscape and Wildroot Organic will sponsor a table at September Trailer Night

This will be an educational table on the benefits of mycorrhizae and will include free packets for homeowners to use in their yards

Facility Usage	<i>Resident Entries</i>	<i>Guest Entries</i>	<i>Total Entries</i>
Swim Center	8,571	618	9,189
Community Center	5,374	972	6,346
Avaña	2,913	263	3,176
Greyrock	1,000	93	1,093
Totals	17,858	1,946	19,804

Member Stats	<i>Households</i>	<i>Individuals</i>	<i>Average / Household</i>
Homeowners	5,224	16,905	3.24
Renters	354	1,392	3.93
Totals	5,578	18,297	3.28

Revenue	
Programs	\$ 13,072
Swim Team	\$ 5,415
Guest Fees	\$ 4,944
Area Reservations	\$ 840
Facility Rentals	\$ 380
Lane Rentals	\$ 730

Program Enrollment	
Select Swim Team	38
Masters	9
Group Swim Lessons	107
Private Swim Lessons	51
Water Aerobics	14
Lifeguard Certification	0
Water Safety Instructor	2
Scout Swim Tests	0

Private Rentals	
Swim Center	0
Community Center	2
Avaña	0
Greyrock	0
Totals	2

Area Reservations	
Swim Center	4
Community Center	23
Avaña	7
Greyrock	1
Totals	35

Special Events	
Lane Rentals	Austin Water Polo, Deams of Hope
Food Trailer Night	Friday July 10
Dive-In Movie	July 21st Moana

Incidents	<i>July 2018</i>	<i>Year-to-Date</i>
Swim Center	7	32
Community Center	0	4
Avaña	3	6
Greyrock	0	0
Totals	10	42

Water Rescues	<i>July 2018</i>	<i>Year-to-Date</i>
Distressed	3	5
Simple Assist	0	1
Active Surface	2	7
Active Submerged	0	0
Passive Surface	0	0
Passive Submerged	0	0
Totals	5	13

Incident Types	<i>July 2018</i>	<i>Year-to-Date</i>
Water Rescues	5	13
Injuries	2	21
Sudden Illness	0	3
Patron Behavior	1	3
Suspension / Expulsion	0	1
EMS / 911 Callout	0	0
Break-In / Vandalism	2	4

Circle C HOA
Maintenance Report for Board August 2018
Prepared by Robert Bardeleben -Facilities Director

All is going well in maintenance. We are preparing for outlying pool shutdowns and winterizations.

SWIM CENTER COMPOUND

- Routine Maintenance has been completed
- Minor Equipment and Facility Repairs Made
- Replaced 2 Bulbs and 1 Ballast in Tall Pole Lights
- Leak in one of the Comp Pool Filters has been repaired
- Burners and Heat Exchangers Cleaned on Heaters
- Under deck leak in pool aerator system repaired

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- Dumpster gates are in the middle of being reworked to allow safer and easier access for staff. Going to 2 sets of double gates instead of two large single gates.

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
- All Mailbox Centers have been power washed and cleaned
- Belongings in Vehicle Signage Installed at all Pools
- Section of Fence Replaced at Back Bay Filter Pond

AVANA AMENITIES CENTER

- Routine Cleaning and Maintenance has been completed
- Minor Repairs made

GREY ROCK AMENITIES CENTER

- Routine Cleaning and Maintenance has been completed

2019 Draft Budget - Assessments at \$\$\$\$\$ (5%)

2019 CCHOA INCOME BUDGET

Category	Subcategory	2018 Budget	2019 Draft Budget	5% increase
			\$642,000	\$674,000
Homeowner Income	Homeowner Dues	\$3,352,340	\$3,360,000	\$3,527,000
Homeowner Income	Resale Certificates	\$67,500	\$75,000	\$75,000
Homeowner Income	Transfer Fees Income	\$75,000	\$100,000	\$100,000
Homeowner Income	Late Fees Collected	\$20,000	\$20,000	\$20,000
Homeowner Income	Lien Admin Fees Income	\$500	\$400	\$400
Homeowner Income	Filing Fee Income	\$1,250	\$1,250	\$1,250
Homeowner Income	NSF Charges	\$200	\$100	\$100
Homeowner Income	Collection Fee Income	\$1,000	\$250	\$250
Homeowner Income Total		\$3,517,790	\$3,557,000	\$3,724,000
Architectural Review Income	Architectural Review Income	\$50,000	\$25,000	\$25,000
Architectural Review Income Total		\$50,000	\$25,000	\$25,000
Rental Income	Office Rent	\$8,000	\$8,300	\$8,300
Rental Income	Grill Rent	\$6,100	\$6,300	\$6,300
Rental Income Total		\$14,100	\$14,600	\$14,600
	Group Swim Lessons	\$40,000	\$40,000	\$40,000
	Private Swim Lessons	\$40,000	\$40,000	\$40,000
	Classes/Clinics	\$6,000	\$8,000	\$8,000
	Contracted Programs	\$2,000	\$0	\$0
Aquatics Income	Pool Programs	\$88,000	\$88,000	\$88,000
	Registration Fee's	\$16,000	\$16,000	\$16,000
	Entry Fees	\$2,500	\$2,500	\$2,500
	Memberships Due/Reg Fees	\$115,000	\$115,000	\$115,000
	Swim Meet	\$7,000	\$7,000	\$7,000
Aquatics Income	Pool Programs - Swim Team	\$140,500	\$140,500	\$140,500
	Merchandise Sales	\$3,000	\$3,000	\$3,000
	Uniform Sales	\$3,000	\$3,000	\$3,000
	Guest Fees	\$10,000	\$10,000	\$10,000
	ID Replacement Cards	\$1,000	\$1,000	\$1,000
	Area Reservations)	\$3,500	\$3,000	\$3,000
	Facility Rentals	\$2,000	\$2,500	\$2,500
	Lane Rentals	\$15,000	\$15,000	\$15,000
Aquatics Income	Facility Income	\$37,500	\$37,500	\$37,500

		Staff Uniforms	\$8,500		\$8,500		\$8,500
		Staff Recruitment & Hiring	\$1,500		\$1,500		\$1,500
		Retail Merchandise	\$3,500		\$3,500		\$3,500
		ARC Program Fees	\$7,500		\$7,500		\$7,500
Aquatics Facilities	Administrative		\$56,000	\$58,000		\$58,000	
		Safety Equip & Supplies	\$10,000		\$10,000		\$10,000
		Program Equip & Supplies	\$4,000		\$3,000		\$3,000
		Pool Supplies	\$2,500		\$3,000		\$3,000
Aquatics Facilities	Supplies - Pool		\$16,500	\$16,000		\$16,000	
		SC	\$40,000		\$39,000		\$39,000
		CC	\$18,000		\$15,000		\$15,000
		Avana	\$12,000		\$11,000		\$11,000
		Greyrock	\$8,000		\$6,000		\$6,000
Aquatics Facilities	Supplies - Chemicals		\$78,000	\$71,000		\$71,000	
		USA Swimming Registration	\$8,000		\$8,000		\$8,000
		Coach Training	\$2,000		\$2,000		\$2,000
		Supplies	\$3,000		\$3,000		\$3,000
		Meet Expenses	\$0		\$0		\$0
		Staff Meet Expenses	\$7,000		\$7,000		\$7,000
		Home Swim Meet	\$2,000		\$2,000		\$2,000
Aquatics Facilities	Supplies & Fees - Swim Team		\$22,000	\$22,000		\$22,000	
		SC - Equipment	\$37,000		\$37,000		\$37,000
		CC - Equipment	\$18,000		\$18,000		\$18,000
		Avana - Equipment	\$6,000		\$7,000		\$7,000
		GR - Equipment	\$3,900		\$3,500		\$3,500
		SC - Pool & Deck Coatings	\$3,000		\$4,000		\$4,000
		CC - Pool & Deck Coatings	\$2,000		\$2,500		\$2,500
		Avana - Pool & Decking Coatings	\$500		\$1,000		\$1,000
		GR - Pool. & Decking Coatings	\$400		\$400		\$400
		SC - Vacuum	\$3,000		\$4,000		\$4,000
		CC - Vacuum	\$800		\$800		\$800
		Avana - Vacuum	\$600		\$600		\$600
		GR - Vacuum	\$300		\$300		\$300
		SC - Permits & Inspections	\$600		\$1,000		\$1,000
		CC - Permits & Inspections	\$500		\$600		\$600
		Avana- Permits & Inspections	\$400		\$400		\$400
		GR- Permits & Inspections	\$400		\$400		\$400
Aquatics Facilities	Maintenance - Pool		\$77,400	\$81,500		\$81,500	
		SC - Janitorial	\$10,000		\$9,000		\$9,000
		CC - Janitorial	\$1,500		\$1,300		\$1,300
		Avana - Janitorial	\$900		\$600		\$600
		GR - Janitorial	\$800		\$700		\$700
		SC - Fence	\$3,000		\$2,500		\$2,500

		CC - Fence	\$900		\$900		\$900
		Avana - Fence	\$500		\$600		\$600
		GR - Fence	\$300		\$300		\$300
		SC - Equip & Maint	\$6,000		\$5,500		\$5,500
		CC - Equip & Maint	\$2,500		\$3,500		\$3,500
		Avana - Equip & Maint	\$1,000		\$1,000		\$1,000
		GR-Equip & Maint	\$600		\$700		\$700
		SC - Supplies	\$4,500		\$3,000		\$3,000
		CC - Supplies	\$1,500		\$1,500		\$1,500
		Avana - Supplies	\$500		\$500		\$500
		GR - Supplies	\$300		\$300		\$300
		Playground	\$3,000		\$3,000		\$3,000
		Café Building	\$2,500		\$2,500		\$2,500
		Post Office Building	\$2,000		\$1,800		\$1,800
		Swim Center Parking Lot & Dumpster	\$10,000		\$11,000		\$11,000
		Avana Parking Lot & Dumpster	\$1,000		\$1,000		\$1,000
		Greyrock - Parking Lot & Dumpster	\$800		\$800		\$800
Aquatics Facilities	Maintenance - Building		\$54,100		\$52,000		\$52,000
		Aquatics Director	\$73,000		\$76,650		\$76,650
		Lifeguards	\$375,000		\$390,000		\$390,000
		Front Desk	\$76,000		\$60,000		\$60,000
		Aquatics Administration	\$76,500		\$78,000		\$78,000
		Payroll Taxes	\$46,000		\$46,000		\$46,000
Aquatics Facilities	Payroll - Staff		\$646,500		\$650,650		\$650,650
		Contract Labor	\$4,500		\$0		\$0
		Private Lesson Instructor	\$13,000		\$10,000		\$10,000
		Group Lesson Instructor	\$12,000		\$12,000		\$12,000
		Program Instructor	\$10,000		\$10,000		\$10,000
		Lead Instructors	\$5,000		\$5,000		\$5,000
		Payroll Taxes	\$4,000		\$4,000		\$4,000
Aquatics Facilities	Payroll - Programming Staff		\$48,500		\$41,000		\$41,000
		Head Coach	\$66,500		\$69,825		\$69,825
		Asst. Coaches	\$40,000		\$40,000		\$40,000
		Dry Land Coach	\$6,000		\$6,000		\$6,000
		Payroll Taxes	\$6,000		\$6,000		\$6,000
Aquatics Facilities	Payroll - Swim Team		\$118,500		\$121,825		\$121,825
Aquatics Facilities	SC - Utilities - Water		\$28,000		\$3,000		\$3,000
		Avana - Utilities - Water	\$6,000		\$4,500		\$4,500
		GR - Utilities - Water	\$6,000		\$4,500		\$4,500
Aquatics Facilities	SC - Utilities - Electric		\$33,000		\$28,000		\$28,000
		Avana - Utilities - Electric	\$12,000		\$12,000		\$12,000
		GR - Utilities - Electric	\$9,000		\$6,000		\$6,000
Aquatics Facilities	Utilities - Natural Gas		\$32,000		\$32,000		\$32,000

Aquatics Facilities	SC - Utilities - Telephone/Internet/Cameras		\$10,000		\$11,000		\$11,000
	Avana - Utilities- Telephone/Internet/Cameras		\$4,000		\$4,000		\$4,000
	GR - Utililites - Telephone/Internet/Cameras		\$4,000		\$4,000		\$4,000
Aquatic Facilities Total			\$1,261,500		\$1,222,975		\$1,222,975
Circle C Community Center	Utilities - Water		\$35,000		\$35,000		\$35,000
Circle C Community Center	Utilities - Electric		\$20,000		\$20,000		\$20,000
Circle C Community Center	Utilities - Telephone/Internet		\$9,600		\$9,600		\$9,600
Circle C Community Center	Events Payroll		\$5,500		\$6,000		\$6,000
Circle C Community Center	Furniture		\$2,000		\$2,000		\$2,000
	Janitorial			\$11,000		\$13,000	\$13,000
	Supplies			\$5,000		\$5,000	\$5,000
	Parking Lot & Dumpster			\$5,000		\$6,000	\$6,000
	Equip & Maint			\$12,000		\$12,000	\$12,000
	Contract Services			\$1,600		\$2,000	\$2,000
	Permit & Inspections			\$1,500		\$1,500	\$1,500
Circle C Community Center	Maintenance - Building		\$36,100		\$39,500		\$39,500
Circle C Community Ctr Total			\$108,200		\$112,100		\$112,100
Maintenance Operations	Office Supplies			\$1,800		\$1,600	\$1,600
Maintenance Operations	Employee Education			\$1,200		\$1,200	\$1,200
Maintenance Operations	Uniforms			\$1,200		\$1,800	\$1,800
Maintenance Operations	Staff Recruitment-Hiring			\$300		\$300	\$300
Maintenance Operations	Safety Equip & Supplies			\$1,100		\$900	\$900
Maintenance Operations	Maintenance Payroll			\$163,000		\$175,000	\$175,000
Maintenance Operations	Pool Tech			\$63,000		\$69,000	\$69,000
Maintenance Operations	Maintenance Payroll Taxes			\$15,000		\$15,000	\$15,000
Maintenance Operations	Computers/Software			\$1,800		\$1,000	\$1,000
Maintenance Operations	Tools/Supplies			\$6,000		\$5,000	\$5,000
Maintenance Operations	Office Furniture			\$500		\$500	\$500
Maintenance Operations Total			\$254,900		\$271,300		\$271,300
HOA Operations	Office Supplies		\$8,000		\$9,000		\$9,000
HOA Operations	Equip/Maintenance		\$13,000		\$14,000		\$14,000
	Computers, Software & Service			\$8,000		\$9,000	\$9,000
	Cameras			\$4,000		\$4,000	\$4,000
	Furniture			\$1,000		\$1,000	\$1,000
HOA Operations	HOA Owned vehicles		\$7,000		\$7,000		\$7,000
	Maintenance/Registration			\$2,000		\$2,000	\$2,000
	Gas			\$5,000		\$5,000	\$5,000
HOA Operations	Postage		\$15,000		\$16,000		\$16,000
HOA Operations	Web Operations		\$2,000		\$3,000		\$3,000
HOA Operations	Printing		\$2,000		\$2,000		\$2,000

HOA Operations	HOA Meetings	\$3,500		\$6,000		\$6,000
HOA Operations	Deed Restrictions	\$5,000		\$5,000		\$5,000
HOA Operations	HOA Special Events	\$30,000		\$30,000		\$30,000
HOA Operations Total		\$85,500		\$92,000		\$92,000
Financial Management	Management Services	\$99,500		\$105,000		\$105,000
Financial Management	Resale Certificate	\$10,000		\$15,000		\$15,000
Financial Management	Lien Filing Administrative Fees	\$1,000		\$500		\$500
Financial Management	Bank Fees/Credit Card Fees	\$25,000		\$30,000		\$30,000
Financial Management	CPA/Audit	\$8,000		\$8,000		\$8,000
Financial Management Total		\$143,500		\$158,500		\$158,500
HOA Management	Management Payroll	\$174,000		\$195,000		\$195,000
HOA Management	Management Payroll Taxes	\$15,000		\$15,000		\$15,000
HOA Management	Mileage Reimbursement	\$9,000		\$6,000		\$6,000
HOA Management	Health Insurance	\$32,000		\$36,000		\$36,000
HOA Management	Cont Ed & Skills Enhancement	\$2,000		\$2,000		\$2,000
HOA Management	Consulting Contract	\$0				
HOA Management Total		\$232,000		\$254,000		\$254,000
Architectural Review Expenses	Architectural Review Expenses	\$25,000		\$15,000		\$15,000
Architectural Review Expenses Total		\$25,000		\$15,000		\$15,000
Legal Services	Legal Services	\$20,000		\$20,000		\$20,000
Legal Services Total		\$20,000		\$20,000		\$20,000
Taxes	Property	\$6,500		\$6,500		\$6,500
Taxes	Other	\$0		\$0		\$0
Taxes Total		\$6,500		\$6,500		\$6,500
Insurance	General, Property, Boiler & Auto, Umbrella	\$65,000		\$65,000		\$65,000
Insurance	HOA Owned Vehicles	\$5,000		\$5,000		\$5,000
Insurance	D & O Insurance	\$12,000		\$12,000		\$12,000
Insurance	Worker's Comp	\$12,000		\$12,000		\$12,000
Insurance Total		\$94,000		\$94,000		\$94,000
Community Enhancement	Donations	\$1,000		\$1,000		\$1,000
Community Enhancement	Association Memberships	\$2,000		\$2,000		\$2,000
Community Enhancement Total		\$3,000		\$3,000		\$3,000
<u>Capital Budget Projects</u>						
Lounge Chairs (SC Replacements)		\$15,500		\$5,000		\$5,000

Irrigation Infrastructure
 Bed Upgrades
 Slaughter Tree Pruning
 Rock Work
 Replace Light Pole - CC Pool
 Dalhgreen/La Crosse Median
 Pool Covers
 Picnic Table/Benches - SC
 SC Pool filter sand change
 SC Parking Lot Repairs
 SC Wade Pool Repairs
 Avana - Restaining
 CC - Replace final handrail
 Picnic Table/Benches - Wildflower Park
 Monument
 Escarpment Project
 Construction Repairs
Total Cap Projects

Grand Total

Difference

\$50,000		\$25,000		\$25,000
\$0				
\$10,000		\$15,000		\$15,000
\$35,000		\$30,000		\$30,000
\$4,000				
\$20,000		\$30,000		\$30,000
\$5,800		\$6,500		\$6,500
\$8,000				
\$7,000				
\$6,000				
		\$8,400		\$8,400
		\$2,400		\$2,400
		\$6,500		\$6,500
		\$4,900		\$4,900
		\$150,000		\$150,000
		\$270,000		\$270,000
\$25,000		\$25,000		\$25,000
\$186,300		\$578,700		\$578,700
\$4,090,709		\$4,571,736		\$4,571,736
-\$62,219		-\$524,536		-\$357,536
pale olive green feeds into		pale olive green feeds into		pale olive green feeds into
light blue which feeds into		light blue which feeds into		light blue which feeds into
green which feeds into		green which feeds into		green which feeds into
orange		orange		orange

KEY:

August 12, 2018

TO: CCHOA Board of Directors, Karen Hibpshman, CCHOA Manager

FROM: Trent Rush, Randall Owen, A.E. Martin, Architectural Control Committee

CC: Susan Hoover

RE: Circle C Monument and Entry Signage

The ACC met this week and developed the following procedures which we think would establish high quality, well branded, and consistent monument and entry signage for Circle C.

- Goals:**
- To establish quality signage for the Circle C Community
 - To obtain community input on types of monuments/signs and materials
 - To develop a signage concept design that can be used at significant neighborhood entrances
 - To develop a priority ordered map for signage at entries.

1. Community Input.

- a. Trent Rush will develop story boards that contain the following
 - samples of Hill Country signage
 - signage materials, including varieties of stone and secondary materials such as lettering, lighting, etc.
 - previous designs for Escarpment/Slaughter, concentrating on low walls

Trent will organize all of the boards, the CCHOA will pay for all materials.

- b. The boards will be placed at the Community Center and the CCHOA will publicize this to the community. People can come by and utilize the "green dot" system to indicate the types of signs and materials they favor. The images can also be posted on the Circle C HOA website, and encourage those who are interested to come by and participate.
- c. On trailer night, September 14, 2018 the ACC will host a booth with the signs, answer questions and encourage homeowners to express their preferences. Randall Owen and Susan Hoover will attend and everyone will have an opportunity to participate in the green dot exercise.
- d. The public input period will last a month from around August 20, 2018 to September 20, 2018.

e. The ACC will present a report on the findings to the CCHOA at the regular September meeting.

The ACC is providing the above services to the CCHOA at no cost. Both Trent and Randall are professionals in the field and the exercise will be held according to customary professional standards.

2. Concept Design.

Based on community input and research, Trent Rush will develop a concept design and present drawings for review. If necessary more than one concept (up to three) will be developed. The CCHOA will fund this phase of the design and all necessary materials. Trent Rush will submit a proposal to be presented at the August Board meeting.

The ACC will review and comment on the proposed design (s) and make a formal recommendation to the CCHOA Board of Directors.

The concept design will be presented at the October, 2018 Board of Directors Meeting.

It is the intention of the ACC that the concept design be not only for one entrance, but be able to be adapted for other major entries. This will ensure a strong and consistent brand for the Circle C Community and create visual continuity throughout our large community.

3. **Implementation.** The Board of Directors will hold a final vote on the signage. Once a design is adopted and the location agreed upon, the next phase would be construction drawings, construction bidding, and project execution. In addition it is the ACC's recommendation that the final design be presented to the community via normal communications channels prior to construction.

4. **Entry Signage Mapping.** The ACC will review all entries and develop a priority ordered map for additional entry signage.

5. Common Area Signage Guidelines.

In order to maintain a consistent and comprehensive approach to signage throughout the community, the ACC will work on developing community wide signage guidelines. These guidelines will address:

- Directional signage (permanent signage)
- Communications signage (currently the changeable boards for community messages)
- Signage at the four amenity centers (necessary safety signage, informational signage)
- Temporary signage policies for the commons areas (realtor signs, etc.)
- Natural and Karst Area signage

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- Natural and Karst Area signage



August 14, 2018

Karen Hibpshman
Circle C HOA Manager
Circle C Ranch
1421 Wells Branch Parkway
Suite 106, Pflugerville TX 78660

RE: Circle C Ranch – Entry Monumentation

Dear Karen,

Thank you for asking the team of Hitchcock Design Group to submit this proposal for the Circle C Entry Monumentation project. We appreciate the opportunity to provide our professional services to you and Circle C Ranch.

PROJECT UNDERSTANDING

Based on our discussions with you, we understand that Circle C Ranch would like to develop a conceptual design for the gateway feature at Slaughter Lane and Escarpment Boulevard that builds from the original design completed in 2014 by TBG Partners, along with community input that the Architectural Control committee is currently compiling.

SCOPE OF SERVICES

HDG will review the findings of the community input with the Architectural Control Committee and prepare up to three (3) alternative concepts with estimated construction costs for the design of the entry gateway and monumentation at the intersection of Escarpment Blvd. and Slaughter Lane and present those to the HOA board for approval.

PROFESSIONAL FEES

Based on the Scope of Services, the fees to complete the conceptual design for the entry and develop an overall signage masterplan are **\$3,000**.

Reimbursable expenses (printing and mileage) will be invoiced in addition to the professional service fees. We recommend setting aside \$500 for these expenses.

PROJECT TEAM

I will manage our work locally in Austin Texas in a collaborative effort with the HOA board and Architectural Control committee. If you find this proposal acceptable, please sign and return at your convenience. We can begin work upon your authorization and anticipate completing our work within 3-4 weeks.

Sincerely,
Hitchcock Design Group

Trent Rush
Senior Principal

Accepted: _____

1601 Rio Grand Street
Suite 452
Austin, Texas 78701
512.770.4503

hitchcockdesigngroup.com



HITCHCOCK DESIGN GROUP STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – These Standard Terms and Conditions, and the accompanying Proposal Letter and Scope of Services constitute the full and complete Agreement (Agreement) between the Client (Client) and Hitchcock Design, Inc., dba Hitchcock Design Group (HDG), and may be amended, added to, superseded, or waived only if both parties agree in writing. The Project title is identified in the Proposal Letter.
2. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by HDG (“Documents”) are instruments of HDG’S services that shall remain HDG’S property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without HDG’S express written consent. Any unauthorized use of the Documents will be at the Client’s sole risk and without liability to HDG’S or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless HDG from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.
3. **CONSTRUCTION PHASE SERVICES** – When construction-phase services are included in the Agreement, HDG will provide personnel to determine in general whether construction is proceeding in a manner consistent with the Documents. HDG is not responsible for construction means, methods, techniques, sequencing or procedures, or for safety precautions or programs in connection with the Project.

In the event that HDG’S scope of services does not include construction phase services and our work is used for construction by the Client, HDG shall not be responsible for the interpretation, accuracy, or completeness of the Documents. Given this, the Client agrees to defend, indemnify, and hold harmless HDG from and against losses, claims, demands, liabilities, suits, actions, and damages arising out of or resulting from the design Documents.
4. **STANDARD OF CARE** – HDG and its subconsultants (if applicable) will exercise that degree of care and skill ordinarily exercised by similarly situated professionals practicing under similar circumstances. Client agrees that services provided will be rendered without warranty, express or implied. HDG shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **OPINION OF PROBABLE COSTS** – When required as part of HDG’S services, HDG will furnish opinions of probable cost, but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by HDG hereunder will be made on the basis of HDG’s experience and qualifications and will represent HDG’s judgment as an experienced and qualified design professional. Client acknowledges that HDG does not have control over the cost of labor, materials, equipment, or services furnished by others, or over market conditions, or contractors’ methods of determining prices, or performing the work.
6. **SUSPENSION/TERMINATION OF WORK** – The Client may, upon seven (7) days written notice, suspend or terminate the Agreement with HDG. The Client shall remain liable for, and shall promptly pay HDG for all services performed to the date of suspension or termination. HDG may suspend or terminate the Agreement with Client upon seven (7) days written notice if the Client fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payment is not brought current within seven (7) days of notice of suspension.
7. **LIABILITY** – HDG will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that

HDG’S total aggregate liability to the Client for injuries, claims, losses, expenses, or damages, including attorney’s fees, arising out the Project or this Agreement, including, but not limited to, HDG’s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall be limited to the compensation actually paid to HDG under this Agreement

8. **BILLING AND PAYMENT** – Client shall pay HDG in accordance with the fees and expenses identified in the Proposal Letter. HDG will submit to Client, on a monthly basis, an invoice for services performed and expenses incurred during the previous period. Payment will be due upon receipt of HDG’s invoice. In the event Client fails to pay HDG within thirty (30) days of invoice date, Client agrees that HDG shall have the right to consider that event a breach of this Agreement, and upon seven (7) days written notice, the duties, obligations and responsibilities of HDG under this Agreement may be either suspended or terminated. Client agrees to compensate HDG for services performed regardless of Client’s ability to secure loans, mortgages, additional equity, grants or other supplementary financing for the project.
9. **Permits** - Unless specifically described in this Agreement, Client agrees to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
10. **CONSEQUENTIAL DAMAGES** – HDG and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.
11. **MISCELLANEOUS**
 - Governing Law:** The substantive laws of Texas shall govern any disputes between HDG and the Client arising out of the interpretation and performance of this Agreement.
 - Mediation:** HDG and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.
 - HDG Reliance:** Unless otherwise specifically indicated in writing, HDG shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.
 - Certifications:** HDG shall not be required to sign any documents requiring HDG to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
 - Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or HDG. HDG’s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against HDG because of this Agreement or HDG’s performance of services hereunder.
 - Waiver of Subrogation** - Both parties to this Agreement waive the right of subrogation for damages covered by property insurance
 - Authorization** - If HDG is authorized to provide these services, either orally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement and agrees to compensate HDG for such services.

July 5, 2018

Circle C HOA
Ms. Karen Hibpshman
7817 La Crosse Avenue
Austin, TX 78739

PROPOSAL FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES

PROJECT NAME: ESCARPMENT LANDSCAPE IMPROVEMENTS - PHASE 1

SCOPE OF SERVICES OUTLINE: Pharis Design, Inc. is pleased to submit this proposal to provide Landscape Architectural Services for the aforementioned project on a fixed fee, and reimbursable basis. Based on our understanding, Pharis Design will provide the following services:

MAJOR SCOPE BY PLAN AREA - Prepare site inventory, analysis, schematic masterplan and construction drawings for the common area improvements along Escarpment Boulevard from the bridge pass Slaughter Lane to South Bay Lane as highlighted on Exhibit "A".

Basic Services:

- 1) Site Inventory and Analysis
- 2) Design Development
- 3) Construction Documents

1) Site Inventory and Analysis

- a) Meet with Circle C Team members to go over the desired program (maintenance goals, improvements to sight problem areas, reduction of mowing extends etc) and previously discussed input to the areas being discussed such as depth of soil and other existing constraints.
- b) Site visit to record and analyze existing conditions and identify those areas where screening is necessary. Recording may involve photo inventory, notes on aerial photography and necessary field measurements to develop schematic Design. This is not a survey. Tree survey and irrigation study to be performed by others.
- c) Study Client provided drawings and gather publicly available information (such as GIS, Google Satellite Images and LIDAR topo) to better understand site constraints.
- d) HOA to provide any information on Jurisdiction Regulations of the study are that must be followed during the masterplan process.

2) Design Development

Based on Site Inventory and Analysis, the Landscape Architect shall generate a schematic design and refine and sufficiently detail the proposed form of the improvements to fully convey the design intent through the following:

- a) Prepare a Schematic Design plan to spatially define the location of the proposed improvements.
- b) Prepare design detail sketches illustrating the proposed form, materials, color and textures of the proposed improvement.
- c) Prepare supplemental drawings as required to illustrate the design intent:
- d) Planting Plan
- e) Prepare an opinion of probable cost.
- f) Present DD package to development team for approval.
- g) Make adjustment if necessary (1 round of comments)

3) Construction Package - Based on the Client-approved Design Development phase submission, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- a) Prepare construction plans including:
 - i) Planting plan
 - ii) Hardscape Plan (*structural engineering separate fee*)
- b) Prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements
- c) Prepare written specifications for the proposed improvements, where applicable.
- d) Coordinate the drawings and specifications prepared by the Landscape Architect's consultants, and when appropriate, the Client's other consultants
- e) Submit final opinion of probable construction costs
- f) Submit electronic copies of the Construction Documents; additional copies shall be reimbursable costs. Electronic Copies will be sealed pdf's.

ESTIMATED FEE : Fees estimated based on approx. \$500,000 planting and inerts budget.

1) Site Inventory and Analysis	\$ 10,000
2) Design Development	\$ 15,000
3) <u>Construction Documents</u>	<u>\$ 15,000</u>
TOTAL	\$ 40,000

EXCLUSIONS

This Proposal does not include fees detailing of irrigation, sidewalk modifications, signs, lighting and permitting. It also excludes any tree survey or any other formal survey. Refer to Schedule A for compensation rates. Pharis Design is not responsible for the design and submittal of license agreement or any other regulatory application, permit or review.

Schedule A
HOURLY COMPENSATION RATES SCHEDULE
Effective January 1, 2018

Principal Landscape Architect.....	\$150.00/ hour
Senior GIS Specialist/ Land Planner.....	\$125.00/ hour
Landscape Architect	\$125.00/ hour
Land Designer I.....	\$ 90.00/ hour
Designer.....	\$ 75.00/ hour
Administrative Assistant/ Intern.....	\$ 50.00/ hour

Mileage - 55.5 cents per mile, or standard IRS mileage rate.
Printing and Reproduction Costs – Actual costs plus 5%

INSURANCE COVERAGE

Professional Liability (Errors and Omissions)
\$1,000,000 per claim/ \$2,000,000 aggregate

General Liability
\$1,000,000 per claim/ \$2,000,000 aggregate

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
LANDSCAPE ARCHITECT AND CLIENT**

Preliminary Provisions

Date

This Agreement is made as of _____ 2018, between the Client and the Landscape Architect for Landscape Architectural Services as provided herein.

Client

Circle C HOA

NAME

ADDRESS / CITY / STATE / ZIP

RELATIONSHIP TO PROJECT OWNER

Landscape Architect

Pharis Design, Inc.

ENTITY SOLE PRACTITIONER, PARTNERSHIP, CORPORATION

2525 South Lamar, #4, Austin, TX 78704

ADDRESS

Moyara Pharis, 512-853-9682

CONTACT INFORMATION

Project

ESCARPMENT LANDSCAPE IMPROVEMENTS - PHASE 1. See attached Scope of Services.

Compensation

Compensation for the Landscape Architectural Services to be performed under this Agreement shall be the stipulated sum of Forty thousand dollars (\$40,000) plus Reimbursable Expenses.

Article 1 Landscape Architectural Services

1.1 Standard of Care

The Landscape Architectural Services shall be performed (i) with the level of skill and care ordinarily provided by competent Landscape Architects practicing under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Landscape Architect.

1.2 Scope of Services

Landscape Architectural Services to be provided under this Agreement are outlined in the Scope of Services .

1.3 Supplemental Services

Supplemental Services are beyond the scope of the basic Scope of Services and, when requested in writing by the Client, shall entail additional compensation beyond the Compensation stated above. Supplemental Services under this Agreement expressly include but are not limited to:

- a) Detailed project scheduling (critical path, milestone completion dates, or other methods)
- b) Representing Client at zoning hearings and/or community meetings or design review hearings
- c) Scale models, renderings, mapping, development exhibits
- d) Special studies or reports
- e) Expert witness testimony
- f) Permitting services beyond those described in this agreement.
- g) Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Project requirements.
- h) Additional acreage of the study area and/or subsequent phasing of Pharis Design's work is a Supplemental Service.
- i) Graphic exhibits beyond those associated with Pharis Design's scope of work or requested out of normal sequence of work are a Supplemental Service.
- j) Necessary preparation time, attendance, and presentations at public hearings, regulatory meetings or other meetings requested by Client, beyond those identified in Basic Services, are a Supplemental Service.

1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Project requirements. Such changes to approved services shall be accomplished through the use of a written change order that includes the Client-requested changes and the

compensation to be paid to the Landscape Architect as a result of such changes. Change orders must be signed by both parties and become part of this Agreement in order to be effective.

1.5 Schedule of Performance

Upon the Client's signing this Agreement, the Landscape Architect shall begin providing services for the Project. The Landscape Architect shall perform the services in accordance with the standard of care set forth in Section 1.1.

1.6 Opinions of Probable Construction Costs

Opinions of probable construction costs provided by the Landscape Architect are based on the designer's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction cost at the time construction bids are solicited or construction contracts negotiated.

Article 2 Client's Responsibilities

2.1 Information

The Client shall provide site and all other relevant information on which the design is to be based as well as the Client's budget parameters for the Project. If new information or disclosures relevant to the Project become available to the Client while this Agreement is in effect, the Client shall promptly notify the Landscape Architect of same.

2.2 Reliance

The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by the Client or by any third party at the Client's request. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client or by any third party at the Client's request provided that Landscape Architect acted in accordance with the standard of care set forth in Section 1.1.

2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.

2.4 Notice of Nonconformance

If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Landscape Architect.

2.5 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3 Ownership of Documents

3.1 All documents and deliverables developed pursuant to this Agreement and provided to the Client (collectively, the “Design Materials”) will be the exclusive property of Client. The Design Materials may not be used by Landscape Architect on any project other than the Project unless expressly authorized in writing by Client. In the event of termination of this Agreement prior to the completion of the Project all Design Materials and copies thereof in Landscape Architect’s possession or control shall be promptly delivered to Client. Client will have the right to use the Design Materials as Client desires; provided, however, that any use without specific adaptation by Landscape Architect shall be at Client’s sole risk and without liability to Landscape Architect.

3.2 Landscape Architect and its subcontractors, if any, must properly, accurately, and completely maintain all Design Materials and any other documents, papers, records, or other evidence pertaining to the Project (the “Documents”) in compliance with the Texas Open Records Act and all applicable rules and retention schedules adopted thereunder. Landscape Architect must notify Client immediately upon receiving a request for information from a third party pertaining to the Documents, it being understood that Client will process and handle all open records requests.

Article 4 Landscape Architect Compensation

4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be the stipulated sum indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, when requested in writing by the Client, shall entail additional compensation to be determined on an hourly basis set forth in the attached **Schedule “A”** or on the basis of a negotiated fee. Notwithstanding anything herein to the contrary, Landscape Architect acknowledges that Client is a tax- exempt political subdivision of the State of Texas. Accordingly, no sales or use tax will be included in the Compensation, the Reimbursable Expenses described below, or otherwise charged to Client under this Agreement.

4.2 Reimbursable Expenses are expenditures for the Project made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 5 %. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar direct Project-related expenditures.

4.3 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

4.4 As provided by Chapter 2251 of the Texas Government Code, Payments are due and payable thirty (30) days from the date Client receives the Landscape Architect's invoice. Invoiced amounts that are not timely paid shall accrue interest in accordance with Section 2251.025 of the Texas Government Code. At the Landscape Architect's option, overdue payments may be grounds for suspension of services or termination of the Agreement.

4.5 If through no fault of the Landscape Architect the Scope of Services to be provided under this Agreement has not been completed within (12 months) of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.

Article 5 Indemnification, Consequential Damages

5.1 Indemnification

To the fullest extent permitted by law, the Client and the Landscape Architect each agree to indemnify and hold harmless the other, and their respective Directors, officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the intentional torts or negligent acts, errors, or omissions of the indemnifying party or any subcontractor, employee, or anyone whose acts the indemnifying party may be liable. The indemnification obligations under this section apply regardless of whether or not alleged or actual negligent acts or omissions of an indemnitee caused the loss in whole or in part; provided, however, that, in the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the other party or any third party not operating under the control of the other party shall be borne by each party in proportion to its negligence. This obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnification that would otherwise exist under this Agreement or at law or in equity as to any other party or person. The provisions of this Section will survive final completion of the Landscape Architectural Services or any earlier termination of this Agreement.

5.2 Consequential Damages

The Landscape Architect and the Client waive consequential losses or damages for claims, disputes, or other matters in question which arise out of or are related to this Agreement, including but not limited to consequential losses of use, profits, business, reputation, or financing or any other damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 hereof.

Article 6 Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences in good faith first through direct discussions. Unless the parties agree otherwise, if the dispute has not been settled within 14 days of the initial discussions, the parties will endeavor to settle the dispute by mediation before recourse to any other dispute resolution procedure and shall submit the dispute to mediation under the current Construction Industry Mediation Rules of the American Arbitration Association and the cost of such mediation shall be shared equally by the parties. The location of the mediation shall be the location of the Project. For any dispute subject to, but not resolved by, mediation pursuant to this section, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in the state where the Project is located.

6.2 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7 Suspension/Termination

7.1. This Agreement may be terminated by either party on 7 days' written notice should the other party fail substantially to perform in accordance with its terms (an "Event of Default") through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the Event of Default during the 7-day notice period. This Agreement may be terminated by Client for convenience and without cause by providing 10 days' written notice to Landscape Architect provided that, if the termination is not due to the fault of Landscape Architect, Client must pay Landscape Architect in accordance with Section 7.5 below.

7.2 The Client's failure to make payments to the Landscape Architect in accordance with the provisions of this Agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Landscape Architect, at its option, may elect to suspend its services on 7 days' written notice to the Client. The Landscape Architect shall have no liability to the Client for any delays caused by a suspension under this provision. While services are suspended, the Landscape Architect may, at its option, terminate the Agreement at any time by providing 7 days' written notice to Client.

7.3 When suspended services are resumed, the Landscape Architect shall be compensated for reasonable expenses incurred by the interruption and resumption of the Landscape Architectural Services, and the Landscape Architect Compensation and the Scope of Services for the services remaining to be performed shall be equitably adjusted.

7.4 If termination is not due to the fault of the Landscape Architect, the Client shall pay, in addition to Compensation and Reimbursable Expenses due at the time of the termination, all actual costs and expenses reasonably incurred by the Landscape Architect in connection with such termination it being understood that Landscape Architect has waived all claims against Client for any consequential losses or damages as set forth in Section 5.2. In

addition, the Client shall comply and cooperate in accordance with the provisions of Article 3, Ownership of Documents, herein.

Article 8 Other Terms and Conditions

8.1 Force Majeure

Either party shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause (“Force Majeure”). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.

8.2 Notices

Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered or certified mail, return receipt requested, or by electronic mail, at the addresses indicated on the first page of this Contract.

8.3 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.4 Severability

If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.

8.5 Governing Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

8.6 Complete Agreement


This Agreement, including all attachments and exhibits hereto, represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

8.7 Exhibits

The following exhibits are incorporated in and made a part of this Agreement:

Exhibit “A” - Limits of Improvements

Landscape Architect

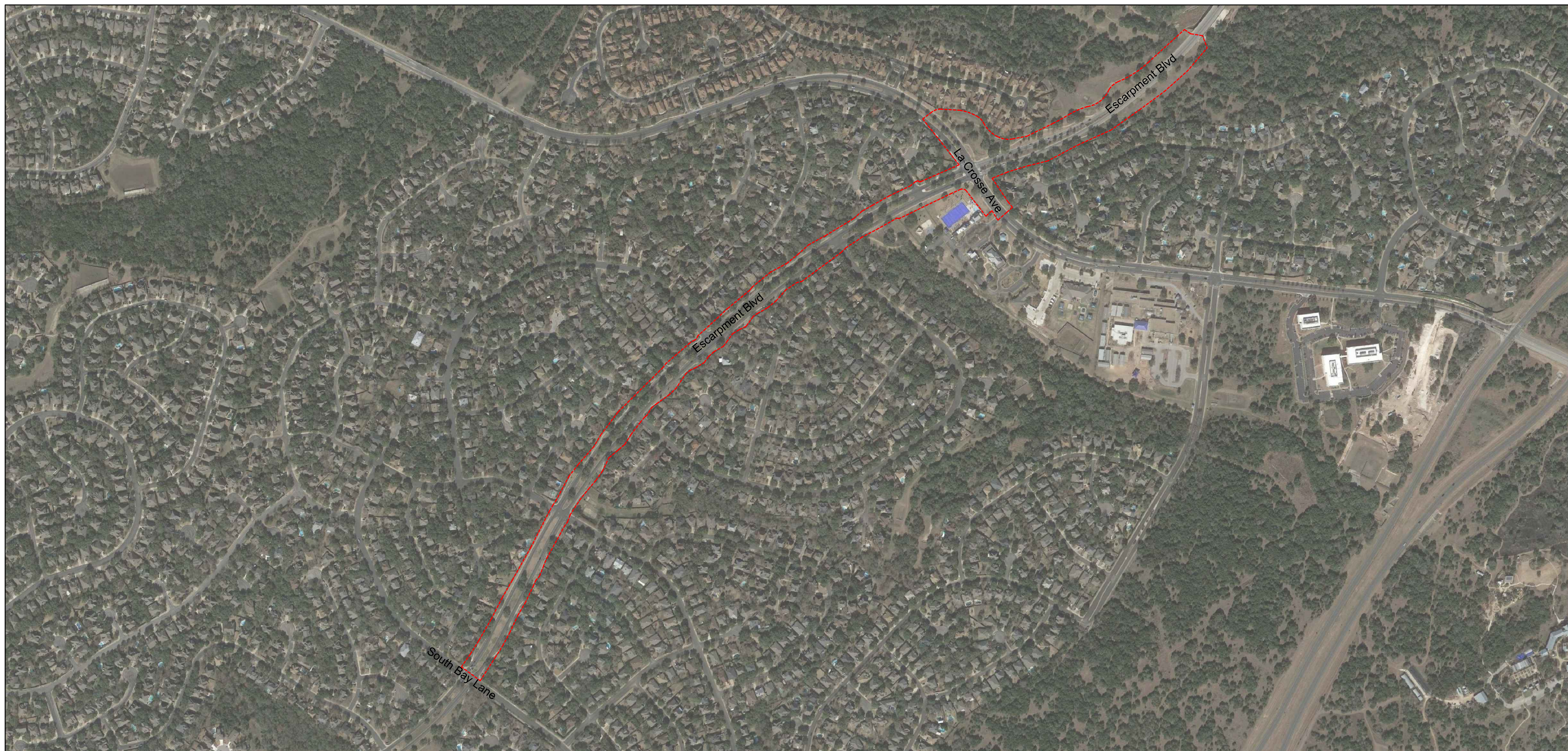
By:  Stefan Pharis, Principal Pharis Design

Date: July 5, 2018

Client

By:

Date:



NOT TO SCALE

EXHIBIT A - LIMITS OF IMPROVEMENTS

IRRIGATION CONSULTING PROPOSAL

FROM;
PRA Irrigation Consultants, LLC
3619 Broadway, Suite 13
San Antonio, TX 78209
210.412.1908 ph/c
paul@pra-irrigation.com

TO;
Karen Hibpshman
Circle C HOA Manager
7817 La Crosse Avenue
Austin, Texas 78739
512.288.8663 ph
512.288.6488 fax
Email: info@circlecranch.info

Re: **Escarpment Blvd. Circle C**

SCOPE OF SERVICES

A. PRA Irrigation Consultants will provide the Irrigation System Design for the above mention project.

Services will include:

1. Pre-Design-
 - a. On-Site evaluation of existing system and site conditions, on-site meeting with current landscape maintenance staff and HOA representative.
 - b. Coordination with Landscape Architect and HOA representative.
 - c. Assistance with Contractor selection and qualification.
 - d. Meeting with HOA Board to present project scope and answer related questions (if needed).
2. Construction Documents-
 - a. Construction Documents for irrigation system design including; complete irrigation plans, construction details, irrigation specifications. Documents to be provided to client in AutoCAD/PDF format.
 - b. Basic Construction Administration Services; review of contractor submittals, RFI responses, and Addenda within original project scope.
3. Construction Administration-
 - a. Weekly progress inspections during construction phase (up to 8 site visits).
 - b. Substantial completion inspection (1).
 - c. Final punch list walkthrough and final project acceptance inspection.

Deliverables will include drawings showing Irrigation system and details and standard specifications in sheet format and associated construction notes with enough detail to demonstrate the design and allow a contractor to provide accurate prices and construction services.

COMPENSATION

Professional design fees for these services will include labor and deliverables. PRA Irrigation Consultants will bill Client at project design completion and at 100% project completion with verification and approval by Circle C HOA project administrator.

Irrigation Design Fee; (Pre-design coordination, CD level plans and specifications)	\$ 2,850.00
Construction Admin.; Refer to Scope of Services	\$ 4,560.00
Project Total	\$ 7,410.00

REIMBURSABLES

The following costs shall be reimbursed as stated below and are not included in the Fee for Professional Services:

- Site visits within San Antonio area are billed at an hourly rate of \$ 95.00/Hr. with a minimum of two hours.
- Outside San Antonio Travel and Site Visits shall be billed at \$ 760.00/Day with a minimum of ½ day.

CLIENT RESPONSIBILITIES

1. Client will provide surveys, site plans, planting plans, record drawings, and/or other such investigations that may be request/required to properly execute the work.

I look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Upon your approval, please sign and return a copy for our files.

Sincerely,



Paul J Radlet, TXLI 0012574

APPROVED:

By _____

Date _____



June 18, 2018

Karen Hibpshman
Circle C HOA Manager
Circle C Home Owners Association
7817 La Crosse Avenue
Austin, Texas 78739

RE: Escarpment Boulevard Landscape Design

Dear Karen,

Thank you for asking Hitchcock Design Group to submit this proposal for your Escarpment Boulevard landscape and irrigation project. We appreciate the opportunity to provide our professional services to you and Circle C Home Owners Association.

PROJECT UNDERSTANDING

Based on our discussions with you, we understand that the Circle C Home Owners Association would like re-design the landscape and irrigation along Escarpment boulevard (including the medians) from the bridge at slaughter creek to South Bay.

SCOPE OF SERVICES

First, during Preliminary Design, we will survey and locate the existing trees, landscape materials, and irrigation, with a recommendation of what can remain and what should be replaced. We will then prepare a Schematic Landscape Plan and corresponding Landscape Construction Cost Opinion that identify the scale, character, complexity and potential construction cost of the proposed landscape and irrigation improvements.

Next, during Final Design, we will prepare Landscape Construction Documents, including drawings and specifications, that will be used to competitively bid and construct the improvements.

Finally, during Construction, we will provide limited Construction Observation and Contract Close-out services that will help you administer your contract with the Landscape or General Contractor.

Please see the Scope of Services for our step-by-step approach.

PROFESSIONAL FEES

Based on the Scope of Services, the fees to complete the work as outlined are as follows:

<i>Preliminary Design Services</i>	\$7,250
Survey and Inventory	
Schematic Design Phase	
 <i>Final Design Services</i>	 \$13,750
Construction Documentation Phase	
 <i>Construction Phase Services</i>	 \$2,500
Construction Observation	
Contract Close-out	
 Total Professional Services:	 \$23,500

Reimbursable expenses (printing, mileage and courier) will be invoiced in addition to the professional service fees. We recommend setting aside \$1,000 for these expenses.

1601 Rio Grand Street
Suite 452
Austin, Texas 78701
512.770.4503

hitchcockdesigngroup.com



June 18, 2018
Circle C Home Owners Association – Escarpment Boulevard Landscape
Page 2

PROJECT TEAM

I will manage our work locally in Austin Texas. Other members of our firm may participate as needed in order to advance the work in a timely way. Irrigation services will be provided by Paul Radlet and Associates Irrigation Design and these fees are included in the fees above.

If you find this proposal acceptable, we will forward our standard contract for your review and signature. We can begin work upon your authorization.

Thank you again for the opportunity to work with you and Circle C Home Owners Association. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,
Hitchcock Design Group

Trent Rush
Senior Principal



Scope of Services

Escarpment Boulevard Landscape Design

PRELIMINARY DESIGN SERVICES

The goal for this part of the agreement is to finalize the program and reach consensus on a preliminary design approach for the proposed landscape improvements.

A. Program and Analysis Phase

Objective: Confirm the characteristics of the existing resources, the requirements and preferences of the Owner, users, and other stakeholders, and produce a Landscape Program that will be the basis for further design.

Process: Hitchcock Design Group will:

1. (Mtg #1) Participate in a kick-off meeting with you and the other project team members confirming:
 - a. Project area, ownership and access
 - b. Goals, objectives and expectations
 - c. Neighboring property owners, and other stakeholder interests
 - d. Identify program of landscape improvements
 - e. Probable jurisdictional interests, regulations and processes
 - f. Comparable projects and best practices
 - g. Budgeted costs
 - h. Owner and HDG responsibilities
 - i. Communications protocol
 - j. Preliminary schedule
 - k. Invoicing and payment procedures
2. Review readily available existing maps, plans and data for the project area and the immediate surroundings including:
 - a. Topographic and boundary surveys (base maps)
 - b. Property ownership and easements (base maps)
 - c. Architectural and/or site engineering plans (base maps)
 - d. City of Austin permitting and construction requirements (if required)
3. Observe and photograph the project area and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.

B. Schematic Design Phase

Objective: Reach consensus with the Owner on the organization, scale, character, cost and construction timing of new landscape improvements.

Process: Hitchcock Design Group will:

1. Using base maps prepared by others, prepare up to two (2) **Iterations of the Schematic Landscape Plans and Image Boards** illustrating the organization, materials and/or finish, scale and character of the proposed hardscape and landscape improvements such as:
 - a. Trees and ornamental plant material
 - b. Turf and other groundcovers
 - c. Irrigation



2. (Mtg #2) Review the schematic design recommendations with the Owner. Identify improvement priorities to advance for initial permitting, bidding and construction.
3. Refine the schematic design recommendations, as may be appropriate, and prepare a **Schematic Landscape Plan** and **Image Board**.
4. (Mtg #3) Submit and review our refined recommendations and improvement priorities with the Owner.

Deliverable: **Alternative** and **Preferred Schematic Landscape Plans** and **Image Boards** (size TBD, color, PDF) for your use and reproduction

FINAL DESIGN SERVICES

B. Construction Documentation Phase

Objective: Finalize the construction documents that will be used to construct the approved landscape improvements.

Process: Hitchcock Design Group will:

1. Using updated base maps, finalize **Landscape Construction Drawings and Specifications** that will be used to bid and construct the approved landscape improvements including:
 - a. Limits of irrigation
 - b. Mulch, soil
 - c. Trees and ornamental plant material
 - d. Turf and other groundcovers
 - e. Plant list and details
2. (Mtg #4) Review the documents with the Owner.
3. Revise the documents as may be appropriate.
4. (Mtg #5) Review the documents with Owner.
5. Revise and submit final Landscape Construction Drawings and Specifications to the Owner.

Deliverable: **Landscape Construction Drawings and Specifications** (size TBD, ACAD and PDF files) for use and reproduction

CONSTRUCTION PHASE SERVICES

Following award of the work to a Contractor, Hitchcock Design Group will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first.

Deliverable: **Supplementary Instructions and Change Orders** (PDF)



A. Observations

Objective: Become familiarized with the progress and quality of the Contractors' work and to determine if the work is proceeding in general conformance with the Contract Documents.

Process: During construction, Hitchcock Design Group will:

1. If requested by the Owner, Observe the work at intervals appropriate to the stage of construction and prepare written **Field Observation Reports**.
2. Review Contractor submittals and prepare **Submittal Review Memoranda**.

Deliverable: **Field Observation Report** and **Submittal Review Memoranda** (PDF)

B. Contract Close-out

Objective: The objective is to close out the construction contract with the Contractor.

Process: When the work is Substantially Complete, Hitchcock Design Group will:

1. Review substantially completed work and prepare one (1) **Punch List**.
2. Review and prepare recommendations regarding the Contractor's request for acceptance of completed work.

Deliverable: **Punch List, other written correspondence** (PDF)

OPTIONAL ADDITIONAL SERVICES

Services and meetings not specified in this Scope of Services will be considered Additional Services. If circumstances arise during HDG's performance of this Scope of Services that HDG believes require Additional Services, HDG will promptly notify Client about the nature, extent and probable additional cost of the Additional Services, and perform only such Additional Services following Client's written authorization.

Circle C Landscape

Escarpment Infrastructure Improvement

Circle C Landscape has extensively researched the Escarpment Irrigation Loop. The loop must be addressed and redesigned as a whole. The traditional approach to replacing an irrigation system is to design the above ground landscape and then design the irrigation system to support it. Circle C Landscape believes that the Escarpment loop cannot be divided into sections arbitrarily without incurring significant loss to the landscape. Due to this circumstance, the only alternative to reinstalling the entire loop at once is to find a way to run the old system concurrently with any new installation.

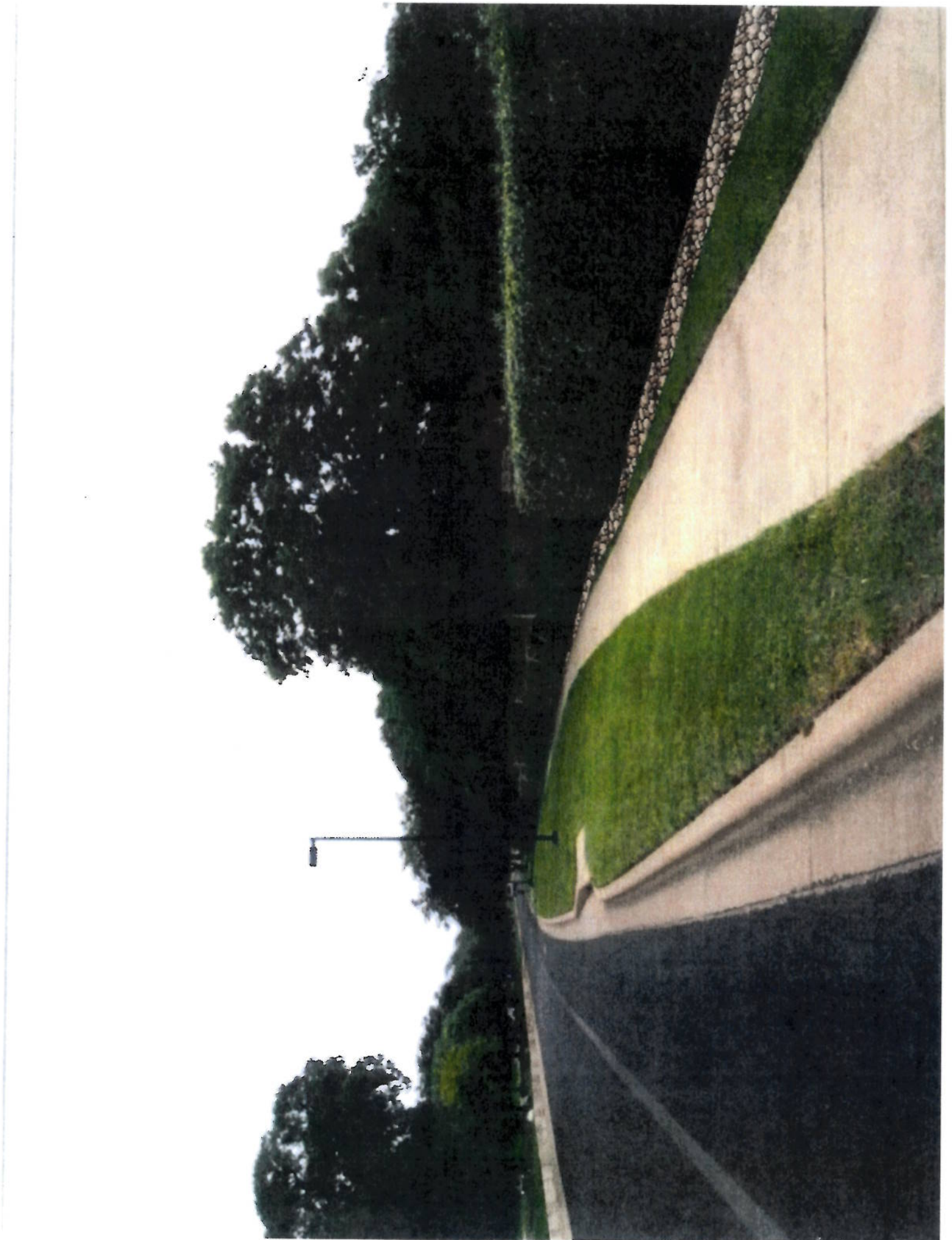
- The irrigation wiring is the most pressing problem on the loop.
- The scope of this proposal is to install a protected wire conduit path compatible with the existing design elements on Escarpment, reduce the risk of catastrophic loss, and cause minimal disturbance to the neighborhood. This solution would allow the existing system to run concurrently with the new wiring install, create a path to replace the electrical infrastructure now and in the future with ease, protect trees and preserve existing vegetation during the renovation, and allow for custom on-site design to move the infrastructure out of the right-of-way whenever possible. This is an unconventional approach which specifically addresses the difficult circumstances of the Escarpment loop. The project may be conducted over several years. In future years, the remainder of the system could be addressed in a valve to valve way.

Included in the project:

- Rock and conduit install on the medians, east and west sides of Escarpment, at the Swim Center and applicable parts of LaCrosse
- Rock on all medians from bridge to Aden Lane designed to match existing flat rock installations
- Micro-trench and install electrical conduit, bury and cover with landscape cloth and either river rock or flat rock depending on on-site conditions
- Install two-wire in the conduit path
- Install three Hunter ACC two-wire controllers
- Move the wire pathway out of the right-of-way whenever possible
- Supply decoders for the existing valves and insert as the wiring fails (slowly convert the old electrical system to the new system as lead wiring fails)
- Remove all node clocks and connect with two-wire to the new controllers
- Assist CCHOA in finding optimal sleeve locations, CCHOA to perform all bores
- Provide mainline through all sleeve locations to prepare for future main line replacement
- Provide PVC protection with two leads for decoders at valve splices
- Provide sturdy square valve boxes at each valve
- Provide 3M Direct Bury Gel Caps

Total Price: \$1,150,000.00









Circle C Homeowners Association, Inc

Statement of Purpose

The Board of Circle C Homeowners Association, Inc. (CCHOA) has formed a Declarations of Covenants, Conditions and Restrictions Committee (CC&R) to provide information and recommendations to the Board regarding any and all Covenants, Conditions and Restrictions related to the Board's administration of the affairs of the Association in a manner that meets Circle C's standards. The CCHOA Rules and Regulations provide guidelines by which Circle C's residents (homeowners and lessees) and guests are expected to conduct themselves in order to:

1. Ensure compliance with relevant provisions of Texas State Law/Civil Code and Circle C's governing documents;
2. Protect the common interest and rights of all residents;
3. Promote a harmonious community within Circle C;
4. Ensure orderly operations and use of the common areas for the good of all homeowner, residents and guests;
5. Enhance the common safety and living environment; and
6. Protect and enhance the value of Circle C homes

I. Responsibility

The primary responsibility of the Committee is to recommend general and specific actions relating to the CCHOA's Rules and Regulations to the Board of Directors for its approval and implementation.

The CCHOA Board of Directors will appoint one Board Member to be a liaison with the committee. This director may sit in on meeting and offer informal advice but will not chair or serve as a voting member of the committee.

The CCHOA Board of Directors is not obligated to accept the advice of the committee or act upon all requests made by the committee.

1. The Committee's scope includes assuring that the proposed revisions are consistent with the CC&R's and other Association governing documents, as well as current federal, state and local laws.
2. Review all Association governing documents as they pertain to the Rules and Regulations and to violations/enforcement of the Rules and Regulations and to recommend changes in rules as appropriate.
3. Recommend changes or additions to existing Rules and Regulations based on input from homeowners, recommendations, input from staff, new laws and regulations or other information pertinent to the matter at hand.
4. Promulgate enforceable and sensible Association Rules and Regulations for approval by the Board.

Circle C Homeowners Association, Inc

5. The Committee shall not financially or legally obligate the Association in any manner (i.e. contract for services, hire contractors, borrow money, purchase equipment and supplies, or approve requests on behalf of the Board) unless the Board specifically approves such action.
6. The Committee may be provided with confidential information regarding legal affairs of the CCHOA such as prior contracts. The Chair has the responsibility for information the members of their duty to confidentiality. The Chair with input from the President and Operations Manager will define confidential information as it presented and relates to the Committee's work

II. Manor of Organization

A. General

1. The Rules and Regulations Committee Chair will determine the number of members that will serve on the committee.
 - When there is a three-member Committee, a quorum shall consist of two (2)
 - When there is a five-member Committee, a quorum shall consist of three (3) voting members.
 - When there is a seven-member Committee, a quorum shall consist of four (4) voting members
2. If at any time a quorum is not present, the Committee may continue to meet as long as no formal votes are taken.
3. Non-voting members may be appointed to the Committee by the Chair to inform and support its work relative to a specific aspect of a matter under consideration.
4. Committee members shall be owners and there will be only one member of the Committee per household.
5. Members of the households of sitting CCHOA Directors will not be eligible for appointment to Committee membership to protect against any disproportionate influence on Committee and Board deliberations and actions.
6. A Committee member absent from two consecutive, regularly scheduled meetings shall no longer qualify for the Committee, unless excused by the Chair.

B. Terms

Rules and Regulations Committee members shall serve a term of two (2) years.

C. Chairperson

The Board shall appoint the Declarations of Covenants, Conditions and Restrictions Committee Chair. In the event the Chair is not in attendance at a meeting of the Committee at which a quorum is present, a majority of the Committee members shall

Circle C Homeowners Association, Inc

elect a presiding Chair who shall be a voting member of the Committee and shall function as the Chair for that meeting.

D. Vacancies

The Board can remove a member of the Declarations of Covenants, Conditions and Restrictions Committee with cause. The Committee may vote to recommend to the Board the removal for cause of its Chair or any Committee member. Vacancies created for any reason shall be filled by Board appointment.

III. Manner of Operation

The Committee shall conduct its business in the best interest of the Circle C Homeowners Association, Inc. and in accordance with its Charter, the Association's Articles of Incorporation, Declaration of Restrictions, Bylaws and Rules and Regulations.

A. Function of the Chair (or presiding officer of the meeting) shall include the following:

1. Identify homeowners for membership on the Declarations of Covenants, Conditions and restrictions Committee and present their names for approval to the CCHOA along with the rationale for their selection.
2. 2. Coordinate and supervise Committee activities and meetings to assure responsibilities are met.
3. Present written Committee reports (see C. below) to the Board via the Operations Manager in time for Board meeting document distribution and review.
4. Assure that records and minutes are submitted to and retained in the Business Office.
5. Represent the Committee to the Board or assign a member of the Committee to this role if the Chair is unable to be present at a Board meeting
6. Prepare recommendations of the Declarations of Covenants, Conditions and Restrictions Committee for Board action or approval in writing and for presentation at the meeting of the Board of Directors.
7. Appoint a Committee member as recorder at all meetings.
8. Participate in Board discussions on matters within the scope of the Declarations of Covenants, Conditions and Restrictions Charter.

B. Meetings

1. The Committee shall meet as required to transact the business of the Committee. Meetings shall be posted and will be open meetings in accordance with State Law and governing documents of the Circle C Homeowners Association. The Chair will

Circle C Homeowners Association, Inc

make a reasonable attempt to schedule meetings of the Committee with at least four (4) days' notice but is not mandatory.

2. The Committee shall, at its own discretion, determine the agenda and conduct of all meetings of the Committee with input from the CCHOA Board as required.
3. If a meeting is open, it is deemed open only to the Association's membership, Board of Directors, Operations Manager or assigned staff members as required, and any invited guests deemed necessary to assist in the business of the meeting. No person who is not a homeowner has a right to attend meetings of the Committee.

C. Reporting and Channels of Communication

1. The Committee shall submit to the Board a written report on Committee activities, in a format acceptable to the Board. This report shall include at least the following;
 - a. Dates of meeting held
 - b. Attendance
 - c. Agenda
 - d. Recommendations requiring Board action or approval
2. The recorder shall prepare and submit minutes of Committee meetings for review first to the Chair and then to Committee members for review. Minutes of previous meetings will be an agenda item on the next scheduled Committee meeting.

Committee Charter Approved by the Board: _____

Secretary: _____