

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

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of December 2, 2020 board meeting minutes *Steve Urban*
- IV. Homeowner Forum (*3 min each*)
 - a. Matt Morgan
- V. Management Reports
 - a. General Report, *Karen Hibpshman*
 - 1. Nov/Dec YTD Financials
 - b. Landscape Report, *Clayton Hoover*
 - c. Aquatics Report, *Brody McKinley*
 - d. Maintenance Report, *Robert Bardeleben*
- VI. Discussion Items
 - a. CC&R vote Update
 - b. Escarpment Loop Project
 - c. Circle C North Update
- VII. Action Items
 - a. Café Lease
 - b. Financial Lease Amendment
 - c. Additional Signage Proposal
 - d. Monument Landscaping Proposal
- VIII. Adjourn Public Meeting
- IX. Executive Session
 - a.

Attachments

- 1. November 2020 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report

**Circle C Homeowners Association
Board Meeting Minutes
December 2, 2020**

1. The CCHOA Board of Directors convened on December 2, 2020, via video conferencing (Zoom). Russ Hodes called the meeting to order at 6:35 p.m. In attendance were board members Russ Hodes, Kim Ackermann, Michael Chu and Jason Bram. Steve Urban AE Martin and Natalie were not present. CCHOA Manager Karen Hibpshman (HOA Manager), Marnie McLeod (Assistant Manager), Brody McKinley (Aquatics Director), Clayton Hoover (Circle C Landscape), and Amanda Hartman (Aquatics Coordinator) were present. Robert Bardeleben (Facilities Coordinator) was present.
2. Russ asked if there were any changes to the agenda. Kim motioned to approve the agenda as written. Jason seconded the motion. All were in favor and the motion passed.
3. Russ presented the October 28, 2020 Board of Directors Meeting Minutes. Kim motioned to accept the minutes with spelling error corrected. Michael seconded the motion. All were in favor and the motion passed.
4. Russ introduced the Homeowner Forum. Travis James hoped the Bowie HS kids would be back in the pool by December 1st. He would like to have the kids back in the pool by the following week. There would be no swimming for during the week of finals. Stated that the City of Austin pools are still open. Travis would like the board to explore different options that would allow the pools to open.

Russ asked is Emily Horvath was present. Her connection wasn't stable. Once she rejoins, we will call on her

5. Karen provided the management report and the YTD Financials. Karen updated the board on the status of the violations for this past month. We are still receiving complaints concerning trash cans, yards, inoperable vehicles, fences and political signage.

Since we aren't able to do the Kids Holiday Party due to COVID-19, we will be doing a Santa parade through the entire community which includes the gated communities. We will have Santa in one Jeep, an elf in the 2nd Jeep and staff in the HOA vehicle. All the vehicles will be decorated for the holidays. It will be chilly, somewhere between 40'-50' but should be a great time for all. We are working on the map which will be updated on the website.

Repairs at the GreyRock entrance are continuing. We put locating the sleeves under the driveways back on the developer since we were not able to find them. The developer also sent their own landscaper out and started to install bedding areas in the ROW which is part of our landscape area. They have stopped working in this area and we will be working on a resolution for these areas.

We are still working on the damages caused by the new AISD school in Avana. Karen provided a bid for the repairs and they have received a bid from their contractor. They have not shared the bids with us yet. Per the MOU, CCHOA and AISD have to approve the repair work that will be done. They will not be able to send in whoever they want to do the repairs. The contractor also keeps sending out his own folks who have messed with the irrigation system which is causing additional damage which has made the cost increase.

Work at the intersection at La Crosse and Escarpment has been completed. Not everyone likes how the intersection is configured but this is part of the "Safe route to school" program and was completed by the City of Austin. They will also be putting in a new crosswalk at Rhett Butler and La Crosse.

The new monument looks great. There are minor repairs and they are working on the fix for the lettering which will be at no costs to the HOA. The final payment will not be made until all permits are signed off on. Kim asked if we will be replacing the turf in front new monument. We have the City of Austin Corridor Project that will start in 2021 which will encroach onto the monument site in the ROW which is why the monument is set farther back on the Slaughter side. We will be able to do some sod and possible more rock treatment which will help minimize the damages.

6. Clayton presented the landscaping report. The weather has been dry and warm and the crews have been keeping up with the mowing schedule. Repairs that were caused by the new intersection at La Crosse and Escarpment have been completed. On the Avana school damage, their crews have messed with the irrigation controllers and mainline and it appears that they have connected the mainline in order to water in front of the school. On the monument site, for the landscaping to be done, we can connect to the exiting mainline unless we install a new mainline that would be out of the ROW.
7. Brody presented the aquatics report. There haven't been any issues with the Swim team and the residents being in the water at the same time. With the City moving into stage 4, we closed the pool down until we in stage 3 for 14 consecutive days.
8. Robert presented the maintenance report. One of our maintenance techs contracted COVID-19 but we are sure that he was not exposed at work. Extra cleaning was done at the facilities to ensure no one was exposed. The repair of the steps at the Swim Center was completed shortly after we closed. The pool was drained on Monday, the repair was done on Tuesday and refilled on Wednesday. Karen is working with the City of Austin to have an adjustment done on the waste water since this is during the wastewater averaging period. The pool heaters are currently not on but they can be turned back on and the pool could be reheated in approximately 3 days. We also did not close off the v

9. The first discussion item was the CC&R vote update. Karen updated the board that only 43.66% have voted. Voting will close January 31st.
10. The seconded discussion item was the Annual Meeting/Candidates. The date for the annual meeting was set at the last meeting and it is March 10th via Zoom. We have one candidate for the HOA Board. All questionnaires have to be in by the second week of January to allow time for printing and to make sure they are mailed by February 1st. Russ asked if we decided on a date for the candidate forum. Karen said it will be around mid-January and will be held via Zoom.
11. The third discussion item was the Additional Signage proposal. Will be an action item at the next board meeting with a break down of those that are the black granite.
12. Emily Horvath was able to join the meeting. Emily updated everyone on the Café. The neighborhood has been very supportive but as the pandemic continues, business is waning. They aren't able to post the menu on the residents Facebook page and they have seen a drop in business. They are doing a Kevin tree outside of the café. THE Christmas tree will be decorated with Kevin the peacock to help gather food for the food bank. This makes it fun for the kids and helps use the soft serve ice cream.
13. The first action is the Annual Meeting. Karen stated that the HOA needs to make the decision to hold the Annual Meeting in person or to hold the meeting virtually. Michael said we should prepare for it to go virtual. Michael motioned to move the Annual Meeting to be held virtually. Jason seconded the motion. All were in favor and the motion passed.
14. The second and third action items were the Annual Assessment cap and the 2021 Draft Budget. Karen prepared two draft budgets. One keeps the assessments at \$706 and the other increased the assessments to \$740. Michael motioned to accept the budget with the cap of \$740 (4.8%) increase. Kim seconded the motion. All were in favor and the motion passed. Michael motioned to increase the assessment cap. Kim seconded the motion. All were in favor and the motion passed.
15. The fourth action item was the Circle C Café lease. Karen did not increase the base rent. It is currently a 1-year lease with reimbursement for electricity. The Emon meter that was installed several years ago is specific to the café. Kim motioned to extend the café lease under those terms. Michael seconded the motion. All were in favor and the motion passed.
16. The fifth action item was the Office Lease on 5919 La Crosse Avenue. Circle C Landscaping has decided not to renew the office lease at 7817 La Crosse Avenue. Karen stated that we are already at the top of the price point for the square footage for this space. Michael motioned to renew the lease for 5919 La Crosse Avenue at the current rate. Kim seconded the motion. All were in favor and the motion passed.

17. The sixth action item was the Architectural Review Service Contract. Karen requested the board approve increasing the cost of the review fees. In 2020, 295 requests were reviewed and paid for and 170 requests were reviewed at no charge. Those that were reviewed for fee were for exterior painting, fences, treehouses, rain-water-harvesting and solar panels. Home additions would increase to \$125. Those take longer to review and require more back and forth with the homeowner prior to them incurring the cost of having professional plans drawn up. Karen stated that we are still lower than other HOA's for review fees. The proposal would go into effect on January 1st which would allow us to update all the forms/information including the website. Kim motioned to accept the new contract with the increase of the review fees. Jason seconded the motion. All were in favor and the motion passed.

18. Kim motioned to adjourn the Public Meeting at 7:36 pm. Jason seconded the motion. All were in favor and the motion passed.

19. The Board went into executive sessions at 7:58 pm to discuss the pool and HR. No votes or actions were taken. The Board adjourned the executive session at 8:20pm.

**Circle C Homeowners Association
Manager's Report
November 30, 2020 – January 22, 2021**

Violation Report (November 30th, 2020 – January 22nd, 2021)

469 Violations

- 317 (67.59%) Rubbish and Debris
- 50 (10.66%) Front Yard Maintenance
- 6 (1.28%) Architectural
- 11 (2.35%) Vehicle Storage
- 15 (3.2%) Repair of Exterior Damages
- 18 (3.84%) Exterior Lighting
- 4 (.85%) Driveway
- 3 (.64%) Fencing
- 2 (.43%) Maintenance
- 3 (.64%) Recreational Equipment
- 40 (8.53%) Use Limitations

469 Violations by Stage

- 381 (81.25%) stage 1/cooperative letters
- 69 (14.7%) stage 2 letters
- 19 (4.05%) stage 3 letters

469 Violation Updates/Creates

- 243 (51.81%) Closed
- 159 (33.9%) New
- 54 (11.51%) Escalated
- 13 (2.77%) Re-Opened
- 2 (1%) Attorney

Administration

45 New Homeowner Packets mailed November 21st – January 15th

Financial

AP checks were signed December 18th and January 20th with Terri Giles

Upcoming Special Events

February 24th – Board Meeting – will be held via Zoom

March 10th – Annual Meeting - will be held via Zoom

March 27th – Easter Event – possible Bunny Parade
 March 31st – Board Meeting – will be held via Zoom

Project/Updates

- All reservations have been cancelled at the Community Center. All hosts were contacted that all cancellations were being done without penalty.
- Closed the HOA office to all walk-in traffic. Employees are working more in the office but making sure we taking all precautions necessary. We are still able to work remotely and phones have been transferred when not in the office.
- The 2nd half of the Commercial payment of \$48,500 was received in December.
- The damage caused by Bear Creek Elementary is still challenging. Waiting on AISD to provide their second bid for the board to review. The City of Austin is extending the sidewalk from the school site to Bernia Drive which has caused additional damage. Once AISD provides the additional bid and the board review and all parties come to a mutual agreement, repairs will be able to be made.
- The 2nd semi-annual billing statement for Rowell was paid in December.
- The monument construction was completed on budget for a total of \$108,677. Landscaping proposal for the monument site will be discussed under Action Items
- We have 10 residents running for the two board positions. The Candidate Forum was held on January 20th. The 1st semi-annual billing statements and Annual Meeting letter will be mailed around February 1st and due March 1st. The voting website for the Board elections will go live on February 1st.
- The CC&R vote is currently at 46.9%
- **Capital Projects**

2021 Capital Budget Projects include:

Swim Center – Pool Covers	Will order by February 1st
Swim Center – Wade Pool Repairs	Scheduled for February
Avana – Refinish splash pad feature	Will be refinished in February
Swim Center/Café – repair/seal exterior walls	Scheduled for March/April
Community Center – replace 5 funbrellas	Scheduled for February
Avana – shade structure	Contract has been signed. Working on final design
Swim Center – Seal coating/Restriping	Completed by May 15th

Escarpment Loop Project	Recycle cans have been ordered/Neighborhood trash cans have been installed by April 30th
Circle C North Improvements	Shade structure and retaining wall have been installed – estimated project completion date 4-1
Construction Repairs	Repairs due to construction have been done at Bernia, Trissino, Slaughter, La Crosse, Escarpment and Archeleta.

Current or Future Projects

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

2020 CCHOA INCOME BUDGET

Category	Subcategory	2020 Budget	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Totals	%
Homeowner Income	Homeowner Dues	\$3,802,214	\$44,204.58	\$1,014,578.94	\$581,078.30	\$69,289.32	\$98,903.59	\$122,516.09	\$1,125,750.51	\$429,809.09	\$95,957.07	\$167,925.07	\$33,570.54	\$49,603.79	\$3,833,186.89	101%
Homeowner Income	Resale Certificates	\$73,125	\$5,175.00	\$5,175.00	\$5,625.00	\$5,850.00	\$7,204.50	\$9,900.00	\$8,550.00	\$4,725.00	\$6,750.00	\$6,300.00	\$5,629.50	\$2,250.00	\$73,134.00	100%
Homeowner Income	Transfer Fees Income	\$75,000	\$4,200.00	\$4,475.00	\$6,828.00	\$5,075.00	\$3,500.00	\$7,175.00	\$8,575.00	\$6,475.00	\$5,950.00	\$4,200.00	\$5,075.00	\$6,125.00	\$67,653.00	90%
Homeowner Income	Late Fees Collected	\$18,000	\$2,040.63	\$1,912.59	\$1,762.82	\$1,155.17	\$3,313.61	\$4,602.54	\$2,782.50	\$1,203.62	\$1,821.70	\$5,679.43	\$1,213.87	\$2,737.96	\$30,226.44	168%
Homeowner Income	Lien Admin Fees Income	\$400	\$189.06	\$56.00	\$33.42	\$42.00	\$14.00	\$28.00	\$14.00	\$0.00	\$28.00	\$0.00	\$0.00	\$56.00	\$460.48	115%
Homeowner Income	Filing Fee Income	\$224	\$714.00	\$204.28	\$224.00	\$190.05	\$56.00	\$175.28	\$57.30	\$0.00	\$112.00	\$27.38	\$42.62	\$224.00	\$2,026.91	905%
Homeowner Income	NSF Charges	\$100	\$0.00	\$0.00	\$25.00	\$0.00	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$175.00	175%
Homeowner Income	Collection Fee Income	\$50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Homeowner Income Total		\$3,969,113	\$56,523.27	\$1,026,379.23	\$595,599.12	\$81,601.54	\$113,041.70	\$144,432.91	\$1,145,743.31	\$442,212.71	\$110,618.77	\$184,131.88	\$45,581.53	\$60,996.75	\$4,006,862.72	101%
Architectural Review Income	Architectural Review Income	\$10,000	\$4,255.00	\$4,590.00	\$5,505.00	\$300.00	\$690.00	\$2,875.00	\$1,410.00	\$10,630.00	\$1,295.00	\$3,600.00	\$835.00	\$3,495.00	\$39,480.00	395%
Architectural Review Income Total		\$10,000	\$4,255.00	\$4,590.00	\$5,505.00	\$300.00	\$690.00	\$2,875.00	\$1,410.00	\$10,630.00	\$1,295.00	\$3,600.00	\$835.00	\$3,495.00	\$39,480.00	395%
Rental Income	Office Rent	\$14,400	\$2,193.28	\$1,438.65	\$0.00	\$2,193.28	\$1,438.65	\$0.00	\$0.00	\$1,438.65	\$0.00	\$2,193.28	\$1,438.65	\$0.00	\$12,334.44	86%
Rental Income	Grill Rent	\$6,300	\$512.50	\$0.00	\$0.00	\$0.00	\$0.00	\$525.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,037.80	16%
Rental Income Total		\$20,700	\$2,705.78	\$1,438.65	\$0.00	\$2,193.28	\$1,438.65	\$525.30	\$0.00	\$1,438.65	\$0.00	\$2,193.28	\$1,438.65	\$0.00	\$13,372.24	65%
Aquatics Income	Pool Programs	\$85,000	\$3,383.00	\$3,451.00	\$1,722.00	\$496.00	\$280.50	-\$515.00	-\$95.00	-\$2,461.00	-\$70.00	-\$111.25	-\$94.50	\$0.00	\$5,985.75	7%
Aquatics Income	Pool Programs - Swim Team	\$119,500	\$9,840.00	\$10,972.50	\$11,305.00	\$0.00	\$140.00	\$125.00	\$0.00	\$930.00	\$620.00	\$7,895.00	\$2,183.00	\$20.00	\$44,030.50	37%
Aquatics Income	Facility Income	\$37,500	\$3,605.32	\$1,346.92	\$134.56	\$4,411.39	\$0.00	\$2,429.00	\$0.00	\$0.00	\$14.00	\$79.00	\$32.00	\$0.00	\$12,052.19	32%
Aquatics Income Total		\$242,000	\$16,828.32	\$15,770.42	\$13,161.56	\$4,907.39	\$420.50	\$2,039.00	-\$95.00	-\$1,531.00	\$564.00	\$7,862.75	\$2,120.50	\$20.00	\$62,068.44	26%
CCCC Income	CCCC Facility Rentals	\$50,000	\$5,510.75	\$4,275.00	\$2,397.50	\$478.00	-\$355.00	-\$970.00	\$0.00	\$0.00	\$90.00	\$240.00	\$275.00	\$165.00	\$12,106.25	24%
CCCC Income Total		\$50,000	\$5,510.75	\$4,275.00	\$2,397.50	\$478.00	-\$355.00	-\$970.00	\$0.00	\$0.00	\$90.00	\$240.00	\$275.00	\$165.00	\$12,106.25	24%
Landscape Reimbursements	Stratus Reimb	\$97,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,500.00	\$0.00	\$48,500.00	\$97,000.00	100%
Landscape Reimbursements	COA Reimb	\$17,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,600.00	\$0.00	\$0.00	\$0.00	\$17,600.00	100%
Landscape Reimbursements Total		\$114,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,600.00	\$48,500.00	\$0.00	\$48,500.00	\$114,600.00	100%
Miscellaneous	Interest Income	\$15,000	\$1,049.41	\$971.70	\$4,719.30	\$159.97	\$378.06	\$377.73	\$450.65	\$606.16	\$615.76	\$1,833.76	\$330.53	\$297.75	\$11,790.78	79%
Miscellaneous	Sales Tax Discount	\$0	\$1.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.13	
Miscellaneous Total		\$15,000	\$1,050.54	\$971.70	\$4,719.30	\$159.97	\$378.06	\$377.73	\$450.65	\$606.16	\$615.76	\$1,833.76	\$330.53	\$297.75	\$11,791.91	79%
Rowell Reimbursement	The Rowell HOA	\$53,000	\$26,184.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,145.94	\$0.00	\$0.00	\$0.00	\$0.00	\$33,049.33	\$89,379.67	169%
The Rowell Total		\$53,000	\$26,184.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,145.94	\$0.00	\$0.00	\$0.00	\$0.00	\$33,049.33	\$89,379.67	169%
Grand Total		\$4,474,413.00	\$113,058.06	\$1,053,425.00	\$621,382.48	\$89,640.18	\$115,613.91	\$149,279.94	\$1,177,654.90	\$453,356.52	\$130,783.53	\$248,361.67	\$50,581.21	\$146,523.83	\$4,349,661.23	97%

2020 CCHOA EXPENSE BUDGET																
Category	Subcategory	2020 Budget	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,234,458	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33	\$1,234,407.96	100%
Commons Area Services	Contract Landscape SC	\$31,834	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$31,834.56	100%
Commons Area Services	Contract Landscape CCCC	\$31,834	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$31,834.56	100%
Commons Area Services	Contract Landscape AV	\$22,575	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$22,574.76	100%
Common Area Services	Contract Landscape GR	\$22,575	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$22,574.76	100%
Common Area Services	Common Area Holiday Lighting	\$44,729	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,749.31	\$0.00	\$44,749.31	100%
Commons Area Services	2016 Land Additions	\$5,000	\$0.00	\$0.00	\$0.00	\$2,002.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,993.10	\$0.00	\$4,995.73	100%
Commons Area Services	Landscape Repairs	\$80,000	\$0.00	\$0.00	\$1,000.00	\$15,496.56	\$16,102.34	\$13,584.00	\$11,963.60	\$10,479.98	\$14,467.51	\$7,189.47	\$7,445.00	\$7,005.43	\$104,733.89	131%
Commons Area Services	Landscape Water Utilities	\$255,000	\$5,771.47	\$5,158.59	\$5,526.38	\$5,558.91	\$5,433.47	\$12,065.87	\$26,715.48	\$47,838.14	\$49,344.72	\$31,336.99	\$32,655.38	\$25,945.63	\$253,351.03	99%
Commons Area Services	COA Water Utility Compliance	\$8,000	\$0.00	\$1,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,875.00	\$8,000.00	100%
Common Area Services	Landscape Electric Utilities	\$36,000	\$2,861.21	\$2,658.23	\$2,717.67	\$2,878.80	\$2,527.66	\$3,733.29	\$2,879.22	\$2,581.75	\$2,554.22	\$2,799.20	\$2,488.90	\$2,625.00	\$33,305.15	93%
Common Area Services	Tree Care	\$50,000	\$2,250.00	\$9,000.00	\$13,250.00	\$3,395.00	\$2,030.00	\$3,123.75	\$2,975.00	\$1,150.00	\$425.00	\$2,928.38	\$9,465.00	\$1,139.43	\$51,131.56	102%
Commons Area Services	Fence Repairs & Maint	\$6,000	\$0.00	\$0.00	\$0.00	\$314.36	\$179.54	\$1,548.96	\$14.40	\$2,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,857.26	81%
Commons Area Services	Electrical Repairs & Maint	\$15,000	\$0.00	\$0.00	\$0.00	\$911.69	\$670.30	\$699.06	\$0.00	\$0.00	\$0.00	\$0.00	\$177.24	\$2,262.38	\$4,720.67	31%
Common Area Services	Neighborhood Maint & Repair	\$17,000	\$1,017.55	\$1,468.74	\$2,424.55	\$0.00	\$0.00	\$886.47	\$710.12	\$0.00	\$811.88	\$2,006.20	\$1,350.02	\$143.82	\$10,819.35	64%
Common Area Services	Non Contract Landscape - SC	\$15,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,542.56	\$0.00	\$13,662.02	\$0.00	\$15,204.58	101%
Commons Area Services Total		\$1,875,005	\$123,835.78	\$131,346.11	\$136,854.15	\$142,493.50	\$138,878.86	\$147,576.95	\$157,193.37	\$176,785.42	\$181,081.44	\$158,195.79	\$226,921.52	\$157,932.24	\$1,879,095.13	100%

Aquatics Facilities	Administrative	\$59,000	\$2,505.49	\$1,198.39	\$3,970.10	\$525.76	\$4,809.72	\$3,866.74	\$402.39	\$200.15	\$262.35	\$1,492.19	\$571.67	\$2,286.41	\$22,091.36	37%
Aquatics Facilities	Supplies - Pool	\$16,000	\$2,349.45	\$32.33	\$331.19	\$128.00	\$4,683.01	\$4,701.96	\$0.00	\$0.00	\$0.00	\$136.81	\$603.99	\$0.00	\$12,966.74	81%
Aquatics Facilities	Supplies - Chemicals	\$71,000	\$2,305.18	\$2,929.20	\$2,234.77	\$6,042.79	\$4,123.69	\$4,369.80	\$7,697.02	\$5,775.72	\$5,623.48	\$4,342.13	\$5,452.32	\$7,359.61	\$58,255.71	82%
Aquatics Facilities	Supplies & Fees - Swim Team	\$23,500	\$1,820.57	\$1,301.11	\$919.33	\$25.00	-\$490.00	\$0.00	\$0.00	\$257.72	\$257.72	\$540.70	\$2,796.99	\$1,725.58	\$8,897.00	38%
Aquatics Facilities	Maintenance - Pool	\$85,300	\$3,108.12	\$4,319.02	\$6,017.68	\$3,677.65	\$3,539.64	\$1,251.34	\$11,121.38	\$2,739.81	\$0.00	\$8,969.57	\$2,136.23	\$12,035.18	\$58,915.62	69%
Aquatics Facilities	Maintenance - Building	\$54,700	\$2,448.21	\$4,602.06	\$2,647.04	\$1,448.02	\$4,031.43	\$2,715.87	\$8,853.54	\$1,204.18	\$1,416.79	\$3,020.39	\$1,866.50	\$3,196.49	\$37,450.52	68%
Aquatics Facilities	Payroll - Staff	\$726,000	\$22,490.05	\$25,991.12	\$24,956.42	\$17,712.91	\$12,707.98	\$33,928.72	\$17,408.74	\$11,92						

Aquatics Facilities	Avana - Telephone/Internet	\$4,000	\$170.96	\$430.84	\$291.08	\$300.12	\$290.17	\$189.50	\$190.71	\$198.57	\$196.69	\$207.71	\$200.80	\$199.72	\$2,866.87	72%
Aquatics Facilities	GR- Telephone/Internet	\$4,000	\$202.32	\$192.13	\$192.32	\$191.70	\$191.46	\$201.21	\$194.94	\$195.97	\$187.72	\$195.84	\$198.20	\$231.50	\$2,375.31	59%
Aquatic Facilities Total		\$1,320,825	\$54,007.27	\$59,631.09	\$61,180.63	\$43,684.84	\$44,816.61	\$60,507.40	\$56,029.29	\$33,214.69	\$37,889.22	\$74,782.40	\$55,208.85	\$61,329.79	\$642,282.08	49%
Circle C Community Center	Utilities - Water	\$35,000	\$2,628.03	\$1,584.82	\$324.50	\$328.89	\$333.24	\$487.68	\$401.90	\$1,976.52	\$473.71	\$406.37	\$548.99	\$396.03	\$9,890.68	28%
Circle C Community Center	Utilities - Electric	\$22,000	\$15.00	\$1,494.66	\$1,498.29	\$1,451.20	\$1,324.45	\$1,302.73	\$1,404.99	\$1,565.94	\$1,655.35	\$1,562.37	\$1,390.69	\$1,322.74	\$15,988.41	73%
Circle C Community Center	Utilities - Telephone/Internet	\$9,600	\$650.37	\$650.37	\$650.37	\$650.37	\$661.90	\$661.90	\$660.66	\$660.66	\$664.04	\$664.04	\$664.04	\$664.04	\$7,902.76	82%
Circle C Community Ctr	Events Payroll	\$6,000	\$722.42	\$1,236.11	\$1,000.73	\$1,278.40	\$525.20	\$87.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,849.86	81%
Circle C Community Center	Furniture	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Circle C Community Center	Maintenance - Building	\$47,000	\$3,405.24	\$2,949.50	\$2,694.06	\$1,605.35	\$2,451.23	\$1,383.98	\$1,699.51	\$2,396.62	\$1,244.80	\$1,772.60	\$1,747.81	\$2,902.10	\$26,252.80	56%
Circle C Community Ctr Total		\$121,600	\$7,421.06	\$7,915.46	\$6,167.95	\$5,314.21	\$5,296.02	\$3,923.29	\$4,167.06	\$6,599.74	\$4,037.90	\$4,405.38	\$4,351.53	\$5,284.91	\$64,884.51	53%
Maintenance Operations	Office Supplies	\$1,500	\$0.00	\$99.55	\$0.00	\$0.00	\$0.00	\$61.79	\$0.00	\$0.00	\$0.00	\$0.00	\$319.96	\$138.35	\$619.65	41%
Maintenance Operations	Employee Education	\$1,200	\$135.00	\$135.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$225.00	\$495.00	41%
Maintenance Operations	Uniforms	\$1,800	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$552.08	\$0.00	\$0.00	\$0.00	\$0.00	\$866.00	\$0.00	\$1,418.08	79%
Maintenance Operations	Staff Recruitment	\$300	\$35.00	\$70.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105.00	35%
Maintenance Operations	Safety Equip/Supplies	\$900	\$334.33	\$334.33	\$0.00	\$62.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$731.42	81%
Maintenance Operations	Maintenance Payroll	\$180,000	\$13,346.48	\$26,692.96	\$13,346.48	\$20,019.72	\$13,346.48	\$13,346.48	\$13,346.48	\$13,346.48	\$13,346.48	\$20,019.72	\$13,346.48	\$21,346.48	\$194,850.72	108%
Maintenance Operations	Pool Tech	\$72,000	\$3,335.00	\$5,807.25	\$3,121.96	\$4,462.64	\$2,980.36	\$3,973.20	\$3,339.84	\$3,000.00	\$3,060.00	\$4,500.00	\$3,000.00	\$5,100.00	\$45,680.25	63%
Maintenance Operations	Payroll Taxes	\$15,000	\$1,262.55	\$2,473.98	\$1,135.05	\$1,571.16	\$1,038.58	\$1,103.01	\$1,055.89	\$1,030.79	\$1,055.53	\$1,632.74	\$2,211.52	\$1,627.88	\$17,198.68	115%
Maintenance Operations	Computer/Software	\$1,000	\$0.00	\$128.00	\$227.30	\$0.00	\$27.05	\$0.00	\$0.00	\$0.00	\$97.41	\$0.00	\$140.71	\$0.00	\$620.47	62%
Maintenance Operations	Tools/Supplies	\$5,000	\$0.00	\$550.98	\$0.00	\$302.39	\$567.70	\$378.06	\$107.83	\$0.00	\$0.00	\$11.02	\$1,808.26	\$1,175.91	\$4,902.15	98%
Maintenance Operations	Office Furniture	\$700	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations Total		\$279,400	\$18,448.36	\$36,292.05	\$17,830.79	\$26,418.67	\$17,960.17	\$19,414.62	\$17,850.04	\$17,377.27	\$17,559.42	\$26,163.48	\$21,692.93	\$29,613.62	\$266,621.42	95%
HOA Operations	Office Supplies	\$9,000	\$2,458.77	\$180.68	\$0.00	\$48.69	\$600.68	\$2,426.38	\$852.28	\$10.74	\$22.35	\$381.56	\$394.60	\$79.77	\$7,456.50	83%
HOA Operations	Equip & Maintenance	\$15,000	\$152.30	\$533.87	\$1,798.77	\$1,096.23	\$294.15	\$56.41	\$337.83	\$534.61	\$148.25	\$350.06	\$4,884.11	\$418.86	\$10,605.45	71%
HOA Operations	HOA Owned Vehicle Expense	\$8,000	\$267.52	\$139.33	\$89.28	\$230.01	\$136.58	\$154.74	\$77.74	\$19.70	\$41.69	\$274.97	\$224.52	\$93.24	\$1,749.32	22%
HOA Operations	Postage	\$16,000	\$3,749.90	\$2,148.07	\$180.60	\$39.60	\$889.75	\$3,462.30	\$4,479.65	\$505.05	\$2,809.50	\$1,939.62	\$221.95	\$491.39	\$20,917.38	131%
HOA Operations	Web Operations	\$3,000	\$20.47	\$750.47	\$199.98	\$20.47	\$60.00	\$37.74	\$95.47	\$20.47	\$80.47	\$0.00	\$20.47	\$108.67	\$1,414.68	47%
HOA Operations	Printing	\$2,000	\$592.34	\$0.00	\$0.00	\$0.00	\$0.00	\$171.79	\$220.27	\$0.00	\$1,211.41	\$0.00	\$0.00	\$128.82	\$2,324.63	116%
HOA Operations	HOA Meetings	\$5,000	\$672.34	\$0.00	\$116.70	\$31.96	\$138.55	\$982.22	\$133.22	\$133.22	\$133.22	\$233.22	\$133.22	\$133.22	\$2,841.09	57%
HOA Operations	Deed Restrictions	\$5,000	\$708.56	\$0.00	\$60.00	\$708.56	\$0.00	\$0.00	\$708.56	\$0.00	\$0.00	\$708.56	\$0.00	\$0.00	\$2,894.24	58%
HOA Operations	HOA Special Events	\$30,000	\$9,997.93	\$970.88	-\$1,357.21	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,861.60	40%
HOA Operations	Professional Fees	\$2,000	\$0.00	\$0.00	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$981.33	\$320.48	\$3,251.81	163%
HOA Operations Total		\$95,000	\$18,620.13	\$4,723.30	\$2,838.12	\$4,425.52	\$2,119.71	\$7,291.58	\$6,905.02	\$1,223.79	\$4,446.89	\$4,087.99	\$6,860.20	\$1,774.45	\$65,316.70	69%
Financial Management	Management Services	\$112,000	\$9,314.25	\$9,383.27	\$9,420.39	\$9,365.87	\$9,314.25	\$9,614.25	\$9,635.13	\$9,774.33	\$9,650.79	\$9,614.25	\$9,614.25	\$9,626.43	\$114,327.46	102%
Financial Management	Resale Certificate	\$16,250	\$800.00	\$1,100.00	\$1,450.00	\$1,250.00	\$1,500.00	\$1,900.00	\$1,750.00	\$1,850.00	\$1,850.00	\$1,700.00	\$1,250.00	\$750.00	\$17,150.00	106%
Financial Management	Lien Filing Administrative Fees	\$1,000	\$208.00	\$212.00	\$156.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,146.00	\$2,722.00	272%
Financial Management	Bank Fees	\$30,000	\$2,542.07	-\$27.42	\$7,413.90	\$6,283.63	\$1,086.58	\$2,322.12	-\$1,458.00	\$7,747.30	\$4,073.79	\$1,252.19	\$3,683.48	\$1,898.46	\$36,818.10	123%
Financial Management	CPA/Audit	\$8,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00	\$7,600.00	\$8,000.00	100%
Financial Management Total		\$167,250	\$12,864.32	\$10,667.85	\$18,440.29	\$16,899.50	\$11,900.83	\$13,836.37	\$9,927.13	\$19,371.63	\$15,574.58	\$12,566.44	\$14,947.73	\$22,020.89	\$179,017.56	107%
HOA Management	Management Payroll	\$190,000	\$12,759.48	\$12,759.48	\$12,759.48	\$19,139.22	\$12,759.48	\$13,308.28	\$13,606.48	\$13,545.48	\$13,512.48	\$20,655.02	\$13,912.88	\$17,921.00	\$176,638.76	93%
HOA Management	Management Payroll Taxes	\$15,000	\$1,275.37	\$1,270.34	\$1,170.24	\$1,602.39	\$1,033.77	\$1,107.04	\$1,076.46	\$1,046.16	\$1,068.66	\$1,684.56	\$1,137.38	\$1,376.51	\$14,848.88	99%
HOA Management	Mileage Reimbursement	\$6,000	\$109.25	\$201.25	\$0.00	\$0.00	\$0.00	\$0.00	\$186.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$497.38	8%
HOA Management	Insurance Stipend	\$44,000	\$3,900.35	\$3,422.74	\$2,678.07	\$2,382.41	-\$1,527.12	\$9,892.90	\$3,624.94	\$3,624.94	\$3,624.94	\$2,861.38	\$3,624.94	\$3,625.54	\$41,736.03	95%
HOA Management	Cont Ed & Skills Enhancement	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
HOA Management Total		\$257,000	\$18,044.45	\$17,653.81	\$16,607.79	\$23,124.02	\$12,266.13	\$24,308.22	\$18,494.76	\$18,216.58	\$18,206.08	\$25,200.96	\$18,675.20	\$22,923.05	\$233,721.05	91%
Architectural Review Expense: Architectural Review Expenses		\$7,500	\$2,072.25	\$2,073.75	\$2,460.00	\$255.00	\$586.50	\$2,443.75	\$1,198.50	\$5,259.25	\$1,100.75	\$2,081.25	\$684.25	\$854.25	\$21,069.50	281%
Architectural Review Expenses Total		\$7,500	\$2,072.25	\$2,073.75	\$4,210.00	\$255.00	\$586.50	\$2,443.75	\$1,198.50	\$5,259.25	\$1,100.75	\$2,081.25	\$684.25	\$854.25	\$22,819.50	304%
Legal Services	Legal Services	\$20,000	\$1,789.26	\$350.00	\$476.56	\$4,689.20	\$120.00	\$0.00	\$0.00	\$686.00	\$2,880.00	\$0.00	\$1,845.00	\$840.00	\$13,676.02	68%
Legal Services Total		\$20,000	\$1,789.26	\$350.00	\$476.56	\$4,689.20	\$120.00	\$0.00	\$0.00	\$686.00	\$2,880.00	\$0.00	\$1,845.00	\$840.00	\$13,676.02	68%
Taxes	Property	\$5,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,103.52	\$3,909.05	\$5,012.57	91%
Taxes Total		\$5,500	\$0.00	\$1,103.52	\$3,909.05	\$5,012.57	91%									
Insurance	General, Property, Boiler & Auto	\$65,000	\$6,117.82	\$6,466.91	\$6,117.82	\$6,117.81	\$6,117.80	\$6,117.80	\$0.00	\$6,558.64	\$6,558.64	\$6,969.77	\$6,965.18	\$6,560.91	\$70,669.10	109%
Insurance	Auto	\$5,000	\$349.09	\$349.09	\$349.09	\$349.09	\$649.09	\$349.09	\$0.00	\$412.28	\$404.28	\$0.00	\$0.00	\$404.27	\$3,615.37	72%
Insurance	D & O Insurance	\$12,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,902.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,902.00	91%
Insurance	Worker's Comp	\$16,000	\$0.00	\$0.00	\$0.00	-\$9,013.76	\$0.00	\$26,498.00	\$0.00	\$0.00	-\$4,653.00	\$0.00	\$0.00	\$0.00	\$12,831.24	80%
Insurance Total		\$98,000	\$6,466.91	\$6,816.00	\$6,466.91	-\$2,546.86	\$6,766.89	\$32,964.89	\$0.00	\$17,872.92	\$2,309.92	\$6,969.77	\$6,965.18	\$6,965.18	\$98,017.71	100%
Community Enhancement	Donations	\$1,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$320.00	\$0.00	\$0.00	\$320.00	32%
Community Enhancement	Association Memberships	\$2,000	\$100.00	\$2,852.32	\$259.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92.90	\$0.00	\$50.00	\$0.00	\$3,354.22	168%
Community Enhancement Total		\$3,000	\$0.00	\$2,852.32	\$259.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92.90	\$320.00	\$50.00	\$0.00	\$3,574.22	119%
Reserve Transfer		\$248,333	\$0.00													
Grand Total		\$4,250,080	\$245,121	\$280,322	\$271,332	\$264,758	\$240,592	\$312,267	\$271,765	\$296,607	\$285,179	\$314,773	\$370,170	\$313,447	\$3,474,038	82%
2020 Capital Budget Projects			YTD													
Lounge Chairs (SC Replacements)		\$11,000	\$10,953.00													
Irrigation Infrastructure		\$26														

**Circle C Landscape
Board Report, January 2021**

January, 2021

Weather

General: up and down, warm to cold

Rainfall Total: 2+ inches

Temperature: 30-75 degrees

Major Events: Snow of approximately 4"

Maintenance Services

General: Perennial Trimming all locations

Weeding: Weed, clean

Mulch: Throughout

Treatments: Pre-Emergent at all bed areas

Outlying Areas

Filter Pond, CCCC cleaned and checked

Outlying mail centers cleaned and checked

Irrigation:

Irrigation off at all locations

Irrigation repairs completed at Escarpment-LaCrosse

City of Austin required inspections are underway

Holiday Lights

Holiday Lights removed and stored

Construction Damage and Projects

Construction continues to be a major threat to the irrigation and commons areas.

Slaughter/Escarpment, Mobility Corridor Improvements
ongoing, providing technical advice and materials to COA

Slaughter/Escarpment, Monument damage at median

LaCrosse/Escarpment
Mobility Corridor Repairs Complete
Rockwork at median tips Complete

Slaughter at Beckett to MoPac: No water in this area
Second median has no water due to construction

LaCrosse at Mopac: Continued construction and median damage
Wildflower Park Side, debris and continuing construction

**Circle C Landscape
Board Report, January 2021**

LaCrosse West side, debris and continuing construction

- Avana: Bear Creek Elementary School Damage to west side
New Sidewalk at Bear Creek Elementary School Damage
Trissino/Cricoli area damaged by light pole installation
Fiber Optic Area Damage--natural areas repaired
Turf areas to be repaired in spring
- Greyrock: New Irrigation Installed
Rock Work Installed
Plantings, drip line and turf installation will be done in
spring.

Circle C Aquatics

**November 2020
December 2020**

Modified Operations Closed

Resident Entries

Facility Usage	Nov	Dec	Guest Entries	Total Entries
Swim Center	1,083	0	0	1,083
Community Center	0	0	0	0
Avaña	0	0	0	0
Greyrock	0	0	0	0
Totals	1,083	0	0	1,083

Member Stats

Households

Individuals

*Average /
Household*

Homeowners	5,298	16,722	3.16
Renters	400	1,463	3.66
Totals	5,698	18,185	3.19

Revenue

Nov

Dec

Programs	\$ 0	\$ 0
Swim Team	\$ 2,183	\$ 20
Guest Fees	\$ 0	\$ 0
Area Reservations	\$ 0	\$ 0
Facility Rentals	\$ 0	\$ 0
Lane Rentals	\$ 0	\$ 0

Program Enrollment

Nov

Dec

Select Swim Team	37	37
Masters	6	6
Group Swim Lessons	0	0
Private Swim Lessons	0	0
Water Aerobics	0	0
Lifeguard Certification	0	0
Water Safety Instructor	0	0
Scout Swim Tests	0	0

Private Rentals

Nov

Dec

Swim Center	0	0
Community Center	0	0
Avaña	0	0
Greyrock	0	0
Totals	0	0

Area Reservations

Nov

Dec

Swim Center	0	0
Community Center	0	0
Avaña	0	0
Greyrock	0	0
Totals	0	0

Special Events

Lane Rentals	
Food Trailer Night	
Dive-In Movie	

Incidents/Injuries

Incident Types	YTD				Nov-Dec 2020			
	SC	CC	AV	GR	SC	CC	AV	GR
<i>Water Rescue Incident</i>	0	0	0	0	0			
<i>First Aid Incident</i>	0	0	0	0	0			
<i>Sudden Illness Incident</i>	0	0	0	0	0			
<i>Patron Behavior Incident</i>	3	0	0	0	0			
Total	3	0	0	0	0	0	0	0
	3				0			

Entry Data	SC	CC	AV	GR	SC	CC	AV	GR
<i>Resident Entries</i>	2,928	0	0	0	0			
<i>Guest/NonRes Entries</i>	105	0	0	0	0			
Total Entries	3,033	0						
<i>Incidents / Entry</i>	0.10%							
<i>All Facilities</i>	3,033				0			
	0.10%							

Incident Data	SC	CC	AV	GR	SC	CC	AV	GR
<i>Suspensions / Expulsions</i>	11	0	0	0	0			
	11				0			
<i>Biohazard Cleanup</i>	0	0	0	0	0			
	0				0			
<i>EMS / 911 Calls</i>	0	0	0	0	0			
	0				0			

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

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Maintenance has been completed
- Minor Equipment and Facility Repairs Made
- Replaced Sink Drain in Cafe
- Rebuilt all Funbrellas
- Installed new sand at volleyball court

COMMUNITY CENTER

- Routine inspections and maintenance have been completed

COMMUNITY CENTER POOL

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

NEIGHBORHOOD

- Minor repairs have been completed as needed
- Removed quite a bit of Graffiti from different locations throughout the neighborhood

AVANA AMENITIES CENTER

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

GREY ROCK AMENITIES CENTER

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

.

LEASE

Basic Terms

Date: November 30, 2020

Landlord: Circle C Homeowners Association, Inc.

Landlord's Address: 7817 La Crosse Ave
Austin, Texas 78739

Tenant: Events by Emily, Inc

Tenant's Address: 5919 La Crosse Avenue, Suite 400
Austin, Texas 78739

Premises: Grill building, designated Storage Space in the swimming pool mechanical room, and all food storage located at 5919 La Crosse Avenue, Austin, Travis County, Texas 78739

Term (months): 12

Commencement Date: Jan 1, 2021

Termination Date: December 31, 2021

Base Rent (monthly): \$525.30

Permitted Use: Café, restaurant, and catering facility (collectively, the **Café**).

Tenant's Insurance: Commercial General Liability of \$1,000,000 per occurrence, \$1,000,000 aggregate, \$500,000 property damage, and property/casualty coverage insurance on Tenant's equipment on or in the Premises at replacement cost.

Definitions

“Essential Services” means natural gas, potable water, electricity, residential type trash, and sewage utility services reasonably necessary for occupancy of the Premises for the Permitted Use. “Essential Services” does not include telephone service or disposal of grease or other waste peculiar to a restaurant facility.

“Injury” means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

“Landlord” means Landlord and its agents, employees, invitees, licensees, or visitors.

“Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord.

“Tenant” means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises, and obtain and maintain all necessary permits legally to operate the Cafe.
4. Deliver to the Landlord, on request, accounting records, sales tax receipts, or other documentation reasonably satisfactory to Landlord that establishes the amount of Gross Sales, and allow Landlord the right to inspect Tenant's documents concerning same.
5. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.
6. Pay electric costs per the meter reading specific for the Café.
7. Pay \$109.00 per month for gas usage. This is averaged using June, July & August bills. Average will be done once a year and adjusted as needed.
8. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective tenants.
9. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear except, such Tenant maintenance to include interior cleaning, pest control, and air-conditioning filter and light bulb replacement.

10. Report to Landlord within 24 hours all major repair/maintenance problems, and submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
11. Keep the area around the Premises and the Storage Space free of trash and debris at all times.
12. Confine use of Storage Space in the swimming pool mechanical room to the area designated by Landlord and to lock doors and gates after entry/exit. No storage of flammable or hazardous materials will be allowed in the Storage Space. Cylinders of non-hazardous gases must be secured to prevent accidental rupture.
13. Vacate the Premises on the last day of the Term.
14. Provide free delivery within Circle C Ranch subdivision.
15. Provide grill/food services to the public during the open hours of the pool
16. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
5. Change Landlord's lock system.
6. Alter the Premises without Landlord's written permission.

7. Allow a lien to be placed on the Premises.
8. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Provide the Essential Services.
3. Repair, replace, and maintain the (a) roof, (b) foundation, (c) structural soundness of the exterior walls, excluding windows and doors, and (d) replace the air-conditioning/heating system when needed.
4. Reimburse tenant for \$75.00 per month for employees use of the ice machine located outside of the café. Ice machine is owned and will be maintained by tenant.
5. Landlord will email invoice to tenant by the 10th of each month and said invoice will be due by the 1st of each month.
6. If the pool is closed for an extended period of time, the base rent will be reduced by 50% for the time of the closure if greater than 7 consecutive days.

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any

provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

4. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

5. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

6. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

7. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

8. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

9. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court costs.

10. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

11. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

12. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

13. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease.

Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

14. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

CIRCLE C HOMEOWNERS ASSOCIATION, INC.

By: _____

Printed name: Russ Hodes

Title: CCHOA President

Date: _____

Emily Horvath d/b/a Events by Emily

Emily Horvath d/b/a Events by Emily

Date: _____

LEASE AMENDMENT

Basic Terms

Date: December 29, 2020

Landlord: Circle C Homeowners Association, Inc.

Landlord's Address: 7817 La Crosse Ave
Austin, Texas 78739

Tenant: Giles & Shea, Inc

Tenant's Address: 7817 La Crosse Avenue
Austin, Texas 78739

Premises: CCHOA Community Center Building, 7817 La Crosse, Avenue;
approximately 219 square feet

Term (months): 7 months

Commencement Date: January 1, 2021

Termination Date: July 31, 2021

Base Rent (quarterly): \$31.97 per square foot for the interior space of 219 square feet
totaling \$1,750.35 quarter. (original amount was \$1,436.65 per
Quarter)

Permitted Use: Financial Office

Tenant's Insurance: Commercial General Liability of \$1,000,000 per occurrence,
\$1,000,000 aggregate, \$500,000 property damage, and
property/casualty coverage insurance on Tenant's equipment on or
in the Premises at replacement cost.

Definitions

“Essential Services” means natural gas, potable water, electricity, residential type trash, and sewage utility services reasonably necessary for occupancy of the Premises for the Permitted Use. “Essential Services” does not include telephone service or disposal of grease or other waste peculiar to a restaurant facility.

“Injury” means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

“Landlord” means Landlord and its agents, employees, invitees, licensees, or visitors.

“Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord.

“Tenant” means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.
4. Pay quarterly, Aug 15, Nov 15, Feb 15 and May 15 the Base Rent to Landlord at Landlord’s Address.
5. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.
6. Allow Landlord to enter the Premises to perform Landlord’s obligations, inspect the Premises, and show the Premises to prospective tenants.
7. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted, such Tenant maintenance to include interior cleaning, pest control, and air-conditioning filter and light bulb replacement.

8. Report to Landlord within 24 hours all major repair/maintenance problems, and submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
9. Keep the area around the Premises and the Storage Space free of trash and debris at all times.
10. No storage of flammable or hazardous materials will be allowed in the Office Space. Cylinders of non-hazardous gases must be secured to prevent accidental rupture.
11. Vacate the Premises on the last day of the Term.
12. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**

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2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
5. Change Landlord's lock system.
6. Alter the Premises without Landlord's written permission.
7. Allow a lien to be placed on the Premises.
8. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Provide the Essential Services.
3. Repair, replace, and maintain the (a) roof, (b) foundation, (c) structural soundness of the exterior walls, excluding windows and doors, and (d) replace the air-conditioning/heating system when needed.

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

4. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

5. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

6. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing

locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

7. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

8. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

9. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court costs.

10. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

11. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

12. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

13. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

14. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

CIRCLE C HOMEOWNERS ASSOCIATION, INC.

By: _____

Printed name: Russ Hodes

Title: CCHOA President

Date: _____

Giles & Shea, Inc.

By: _____

Printed Name: Terri Giles

Title: Giles & Shea, Inc. Owner

Date: _____



October 22, 2020

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

RE: Circle C Ranch – Minor Entries

Dear Karen,

Thank you for asking Hitchcock Design Group to submit this proposal for the other minor entries within Circle C Ranch. We appreciate the opportunity to provide our professional services to you and Circle C Home Owners Association.

PROJECT UNDERSTANDING

Based on your email, we understand that the Circle C Home Owners Association would like to replace the entry signage for the other entries to compliment the new entry signage at Escarpment and Slaughter.

The project includes the design for signage replacement:

Existing sign locations – demo existing and replace with new signage

- Circle C North (Barstow Entry)
- Vintage Place – Vinemont Entry Monument – replace lettering on both stone walls
- Spruce Canyon / 1826
- Spruce Canyon / HWY45
- Park Place - replace lettering on stone walls
- Wildflower Park - replace lettering on stone walls
- Avana
- Greyrock Ridge

New sign locations (new signage)

- LaCrosse Entry going east - Wildflower Park Entry
- Escarpment / HWY45
- Lacrosse Entry going west – to match Escarpment / HWY45

HDG assumes the following for the basis of this proposal:

- Structural design for signs are included from this proposal.
- HDG has excluded document revisions relating to design-build contractor work scope, submittals or design changes.
- HDG has excluded document revisions to include as-built information.
- Document deliverables will be prepared utilizing AutoCAD 2019.

SCOPE OF SERVICES



First, during Preliminary Design, we will prepare a Schematic Design and corresponding Landscape Construction Cost Opinion that identify the scale, character, complexity and potential construction cost of the proposed signage for all locations.

Next, during Final Design, we will prepare Final Construction Documents, including drawings and specifications, that will be used to obtain building permits and competitively bid and construct the improvements on a per project basis. If construction documents for multiple locations are completed at the same time, the Final Design Services can be reduced.

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>	\$8,400
Schematic Design Phase (All signage locations)	
<i>Final Design Services</i>	
<i>(Includes Structural Engineering and Construction Observation)</i>	
Existing sign locations – demo existing and replace with new signage	
• Circle C North (Barstow Entry)	\$5,800
• Vintage Place	\$6,800
• Spruce Canyon / 1826	\$5,800
• Spruce Canyon / HWY45	\$5,800
• Park Place (wall signage only)	\$2,000
• Wildflower Park (wall signage only)	\$1,000
• Avana	\$6,200
• Greyrock Ridge	\$6,200
Proposed New sign locations (new signage)	
• LaCrosse Entry going east - Wildflower Park Entry	\$6,200
• Escarpment / HWY45	\$8,000
• LaCrosse Entry going west	\$6,200
Survey all sign locations (4WARD land surveying)	\$55,072
Total Professional Services:	\$123,472

Reimbursable expenses (printing, mileage and courier) will be invoiced in addition to the professional service fees. We recommend setting aside \$2,000 for these expenses.



October 22, 2020
Circle C Home Owners Association – Circle C Entries
Page 3

PROJECT TEAM

I will manage our work locally in Austin Texas. Other members of our firm will participate as needed in order to advance the work in a timely way.

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

Circle C Ranch – Minor Entries

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 capital improvements.

A. Program and Analysis Phase

Objective: Confirm the characteristics of the existing resources, the requirements and preferences of the Client, 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. Client goals, objectives and expectations
 - c. Neighboring property owners and other stakeholder interests
 - d. Identify program of signage improvements
 - e. Comparable projects and best practices
 - f. Budgeted costs
 - g. Client and HDG responsibilities
 - h. Communications protocol
 - i. Preliminary schedule
 - j. 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) prepared by 4WARD surveying.
(*Fee estimates included in fee proposal*)
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 Project Team (Client, Architectural Control Committee and other Consultants) on the organization, scale, character, cost and construction timing of new signage improvements.

Process: Hitchcock Design Group will:

1. Using base maps prepared by others and in close collaboration with the Project Team, prepare **Schematic Signage Plans and Image Boards** illustrating the organization, materials and/or finish, scale and character of the proposed signage improvements such as:
Existing sign locations – demo existing and replace with new signage
 - Circle C North (Barstow Entry)



- Vintage Place – Vinemont Entry Monument – replace lettering on both stone walls
- Spruce Canyon / 1826
- Spruce Canyon / HWY45
- Park Place - replace lettering on stone walls
- Wildflower Park - replace lettering on stone walls
- Avana
- Greyrock Ridge

New sign locations (new signage)

- LaCrosse Entry going east - Wildflower Park Entry
- Escarpment / HWY45
- Lacrosse Entry going west – to match Escarpment / HWY45

2. (Mtg #2) Review the schematic design recommendations with the Client. 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 Signage Plan and Image Board**.
4. (Mtg #3) Submit and review our refined recommendations and improvement priorities with the Client and Architectural Review Committee.

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

FINAL DESIGN SERVICES

B. Construction Documentation Phase

Objective: Finalize the demo plans and construction documents that will be used to permit and construct the approved signage improvements.

Process: Hitchcock Design Group will:

1. Using updated base maps, finalize **Signage Construction Drawings and Specifications** that will be used to bid and construct the approved hardscape and landscape improvements including:
 - a. Entries selected by Client based on funding and timing.
2. (Mtg #6) Review the documents with the Client.
3. Revise the documents as may be appropriate.
4. (Mtg #7) Review the documents with Client.
5. Revise and submit final Signage Construction Drawings and Specifications to the Developer and Architect.



Deliverable: **Signage 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.

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. Observe the work at intervals appropriate to the stage of construction and prepare written **Field Observation Reports**. Four (4) construction site visits are included in this proposal.
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. (Site visit #5) Review substantially completed work and prepare one (1) **Punch List**.
2. (Site visit #6) 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
Slaughter/Escarpment Monument Landscaping**

Estimated Cost: \$35,000.00

Area: East and West Sides of Escarpment Entry at New Monument

West Side Improvements:

1. Irrigation

- a) Tie into existing main line and install new main line to allow for installation of new valves out of the existing right of way area.
- b) Install new valves for drip irrigation, install separate valve for turf areas that may be damaged by future construction.
- c) Install new ACC two wire controller
- d) Install new wiring enclosed in conduit and out of right of way
- e) Install new subsurface drip line

2. Grading/Soils

- a. Regrade in front of monument to direct water away from monument base
- b. Install garden and turf soils in new landscape locations

3. Rock Maintenance Band

- a. Install River Rock Band around monument base, front and back to protect monument base.

4. Turf and Landscape Plantings

- a. Install Zoysia turf in front of monument in grass area
- b. Add native plantings to sides of monument and at planter bed

5. Water In and Monitor

- a. Hand water in turf and bed areas. Utilize Mychorrhizea for grow in. Monitor for 30 day grown in period.

East Side Improvements

1. Irrigation

- a) Install new valves at existing locations. Existing wiring to be used.
- b) Install new subsurface drip line

2. Soils

- a. Install new garden and turf soils

3. Rock Band

- a. Install River Rock band around monument to protect monument base and eliminate areas that are too small to get a mower into.

4. Turf and Landscape Plantings

- a. Install Zoysia Turf in all turf areas
- b. Install native plantings at both ends of monument
- c. Install native plantings at existing circle.

5. Water In and Monitor

- a. Hand Water in turf and bed areas. Utilize Mychorrhezea for grown in. Monitor for 30 day grown in period.

Conditions affecting both sides

- 1. Portions of the project fall within the Mobility Corridor Improvements by the City of Austin that will be installed over the next two years.
- 2. During construction, the City of Austin may cause interruptions in the watering schedule. Our ability to hand water in that area is limited and loss could occur. Replacement could be necessary in some areas due to this.
- 3. The west side will include all new components and wiring, however, there is no electrical service for the east side of the area, thus that side will rely on existing wiring. This area could be converted in the future.

This proposal will remain in effect for 60 days. Submitted 1/25/2021.