

CCHOA Board Meeting Agenda
27 March 2018, 6:30pm
Circle C Community Center

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of February 27, 2018 board meeting minutes *James Moseley*
- IV. Homeowner Forum (*3 min each*)
- V. Management Reports
 - a. General Report, *Karen Hibpshman*
 - 1. Feb YTD Financials
 - b. Landscape Report, *Karen Hibpshman*
 - c. Aquatics Report, *Karen Hibpshman*
 - d. Maintenance Report, *Robert Bardeleben*
- VI. Discussion Items
 - a. CC&R's Amendments
 - b. Long Term planning
 - c. Park Place mailboxes
- VII. Action Items
 - a. Board Officer Appointments
 - b. CCHOA/PWHOA/CCL Project
 - c. Circle C Monument Master Plan proposal
- VIII. Adjourn Public Meeting
- IX. Executive Session
 - a. Susan Hoover
 - b. Trademark
 - c. Facebook protocol
 - d. CCHOA Staff Landscape responsibilities

Attachments

- 1. Feb 2018 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report
- 6. CCHOA/PWHOA/CCL Project
- 7. Circle C Monument Master Plan proposal

**Circle C Homeowners Association
Board Meeting Minutes
February 28, 2018**

1. The CCHOA Board of Directors convened on February 28, 2018 at the Circle C Community Center. Natalie called the meeting to order at 6:33 p.m. In attendance were board members Natalie Placer-McClure, Dan Vavasour, Kim Ackermann, Russ Hodes, Steve Urban and Jason Bram. James Moseley was not present. CCHOA Manager Karen Hibpshman was in attendance. Brody McKinley, Aquatics Director was present. Robert Bardeleben, Facilities Coordinator was present.
2. Natalie asked if there were any changes to the agenda. Karen asked to remove Nicole Swift from the Homeowner Forum. Jason motioned to accept the agenda with the change. Kim seconded the motion. All were in favor and the motion passed.
3. Natalie presented the January 30, 2018 board meeting minutes. Dan motioned to accept the minutes as written. Russ seconded the motion. All were in favor and the motion passed.
4. Natalie introduced the Homeowner Forum. No Homeowners present to address the board.
5. Karen presented the management report and the YTD Financials.
6. Karen/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 will make a change to the proposed Article V, Section 3, k and add putting out trash can the night before
10. The second discussion item was the Long-Term planning.
11. The third discussion item was the City of Austin Paid Sick Leave Ordinance. Karen explained that this will affect all employees including lifeguards. Staff will work on policies to include in the employee manual and also work on putting a tracking system in place for the Oct 1st deadline.
12. The forth discussion item was the Annual Meeting. Karen will update a couple of the slides and email out to the board.
13. The first action item was the Swim Center Shade Structure. Dan motioned to approve the proposal from Sequin Canvas with a matching color to the umbrellas at the Swim Center. Kim seconded the motion. All were in favor and the motion passed.
14. The second action item was the 2018 Landscape Contract Amendment. Dan motion to accept the Landscaping Amendment. Jason seconded the motion. All were in favor and the motion passed.
15. The third action item Acceptance of CEF Lot located at 10817 Tollesboro Cv. Kim motioned to accept the CEF Lot located at 10817 Tollesboro Cv if possible. Dan seconded the motion. All were in favor and the motion passed.

16. The fourth action item was the Newsletter Policy. Steve motioned to remove the “no addresses allowed” clause. Kim seconded the motion. All were in favor and the motion passed.
17. Steve motioned to adjourn the Public Meeting at 7:42pm. Jason seconded the motion. All were in favor and the motion passed.
18. The Board went into executive session at 7:43 pm to discuss the Trademark. No votes or action were taken. The Board adjourned executive session at 7:55 pm.

**Circle C Homeowners Association
Manager's Report
February 24, 2018 – March 23, 2018**

Violation Report (February 24th, 2018 – March 23rd, 2018)

151 Violations

- 43 (28%) Rubbish and Debris
- 22 (15%) Maintenance
- 62 (41%) Front Yard Maintenance
- 4 (3%) Architectural
- 1 (1%) Recreational Equipment
- 9(6%) Repair of Exterior Damages
- 4 (3%) Vehicle Storage
- 1 (1%) Exterior Lighting
- 3 (3%) Offensive Activities
- 1 (1%) Common Properties
- 1 (%) Driveway

64 Violations by Stage

- 1 (1%) stage 0
- 147 (97%) stage 1/cooperative letters
- 3 (1%) stage 2/deed restriction letters

349 Violation Updates/Creates

- 116 (33%) Closed
- 157 (45%) New
- 35 (10%) Escalated
- 7 (2%) Re-Opened
- 34 (10%) On Hold

Administration

21 New Homeowner Packets mailed February 17th – March 16th

Financial

Signed AP checks March 20th with Terri Giles.

Upcoming Special Events

March 31st – Easter Egg Hunt at Kiker Elementary

April 13th – Food Trailer Night of 2018

Apr 14th – Community Wide Garage Sale - Shredding, Electronic Recycling and the Salvation Army will be at the Community Center

April 24th – Board Meeting

Project/Updates

- Online Voting was a huge success with a 28.19% quorum. 1474 owners cast their vote in the election
- Initial meeting with AISD has been scheduled for March 28th at 10am. This will be held at Ellen Troxclair's office. A list of questions have been forwarded to AISD per their request prior to the meeting. A second meeting will be set up in April after this preliminary meeting. Offered to hold the meeting at the Community Center but have not heard back.
- Update on Stratus payment. The 1st half of the 2017 payment has been received. The 2nd payment should be received in the next couple of weeks. Due to their associations assessment billing, I will be billing in two payments to align with their collection of assessments.
- Insurance Claim for the single vehicle accident at La Crosse/Spruce Canyon has been opened
- SH 45 project has changed the look of the entrance at GreyRock. Currently the landscaping between the monument and SH 45 is located in the TxDot ROW. Irrigation has been capped in front of the monument for the sidewalk to toe installed. SH 45 Link is https://www.sh45sw.com/upload/files/45SW_PlanViewSchematic_20170516.pdf
- TxDot construction is moving forward. TxDot continues to send out email alerts concerning lane closers and updates on project. TxDot will also be providing information to send out to the community and also attending several Food Trailer events in order to speak to as many people of possible.
<http://www.mopacsouth.com/Preliminary%20Layout%20for%20PH.pdf>
- **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

Received request for a translator at the board meetings. Have communicated with the homeowner to give me approx. two weeks notice if he is able to attend. Homeowner also has several questions and I have already emailed him so that I can answer or provide to the board.

Questions for AISD on the proposed school on Escarpment

CCHOA questions

Questions related to the reworking of Escarpment

(the CCHOA has extensive irrigation and landscaping planting in the ROW in front and across from the school.)

1. Can the CCHOA, AISD and Landscaping have a separate meeting to discuss how this will work
2. Will AISD fund a repair fund to handle construction related repairs?
3. How will AISD handle the traffic down Escarpment?
4. How will AISD handle the damage to the CCHOA common area along Escarpment
5. How does AISD plan on funding the removal of the irrigation in front of the proposed school on Escarpment (possible including the irrigation on the west side of Escarpment)
6. How does AISD plan address the laydown curbs along Escarpment to minimize the damage to the common areas?
 - a. Installation of boulders along Escarpment?
 - b. Widening of Escarpment?
7. How does AISD plan on handling the parking....ie...controlling the parking along Escarpment and adjacent streets
8. How will AISD plan on handling overflow parking?
9. How does AISD plan on handling the additional traffic on Escarpment (from SH45 to Bernia)
10. Lighting
 - a. What type of lighting will be installed?
 - b. Will the lighting be installed as to not disturb the surrounding neighbor's
11. Will AISD plant trees to minimize the view from the homes on Trissino, Padua and Bernia?

From the Residents on Trissino/Padua/Bernia

Process

1. What is the schedule for the school design and adjacent design features, e.g., traffic lights, sidewalks, etc.?
2. How many opportunities will public members be able to provide input at public meetings?
3. How did AISD come to appoint a citizen member w/o reaching out to nearby homeowners? How did AISD come to appoint a citizen member who lives 2 miles away? Will AISD re-open this to permit others to participate?
4. When will construction begin?
5. Are there plans to minimize the loss of trees and habitat? What is the environmental review process?
6. On what date did AISD begin discussing the possible development with the builder/owner of the parcel?

Construction, Facilities

1. What is the current design plan? The last one I see is a July 2017 conceptual drawing.

2. What are plans, if any, for screening, particularly for homes on Trissino that are very close to the property line? Who will be responsible for this screening?

4. How will Escarpment handle the several hundred additional car trips per day?

2018 CCHOA INCOME BUDGET

Category	Subcategory	2018 Budget	Jan-18	Feb-18	Totals	%
Homeowner Income	Homeowner Dues	\$3,352,340	\$28,559.07	\$919,399.68	\$947,958.75	28%
Homeowner Income	Resale Certificates	\$67,500	\$3,275.00	\$4,725.00	\$8,000.00	12%
Homeowner Income	Transfer Fees Income	\$75,000	\$6,650.00	\$20,125.00	\$26,775.00	36%
Homeowner Income	Late Fees Collected	\$20,000	\$1,262.88	\$1,726.83	\$2,989.71	15%
Homeowner Income	Len Admin Fees Income	\$500	\$98.00	\$56.00	\$154.00	31%
Homeowner Income	Filing Fee Income	\$1,250	\$392.00	\$224.00	\$616.00	49%
Homeowner Income	NSF Charges	\$200	\$0.00	\$25.00	\$25.00	13%
Homeowner Income	Collection Fee Income	\$1,000	\$0.00	\$0.00	\$0.00	0%
Homeowner Income Total		\$3,517,790	\$40,236.95	\$946,281.51	\$986,518.46	28%
Architectural Review Income	Architectural Review Income	\$50,000	\$3,220.00	\$1,275.00	\$4,495.00	9%
Architectural Review Income Total		\$50,000	\$3,220.00	\$1,275.00	\$4,495.00	9%
Rental Income	Office Rent	\$8,000	\$2,088.84	\$0.00	\$2,088.84	26%
Rental Income	Gill Rent	\$6,100	\$500.00	\$2,500.00	\$3,000.00	49%
Rental Income Total		\$14,100	\$2,588.84	\$2,500.00	\$5,088.84	36%
Aquatics Income	Pool Programs	\$88,000	\$575.00	\$1,139.00	\$1,714.00	2%
Aquatics Income	Pool Programs - Swim Team	\$140,500	\$9,595.00	\$10,802.50	\$20,397.50	15%
Aquatics Income	Facility Income	\$37,500	\$124.20	\$4,323.00	\$4,447.20	12%
Aquatics Income Total		\$266,000	\$10,294.20	\$16,264.50	\$26,558.70	10%
CCCC Income	CCCC Facility Rentals	\$50,000	\$4,959.50	\$5,871.00	\$10,830.50	22%
CCCC Income Total		\$50,000	\$4,959.50	\$5,871.00	\$10,830.50	22%
Landscape Reimbursements	Stratus Reimb	\$97,000	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements	COA Reimb	\$17,600	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements Total		\$114,600	\$0.00	\$0.00	\$0.00	0%
Miscellaneous	Interest Income	\$2,000	\$566.75	\$493.88	\$1,060.63	53%
Miscellaneous	Sales Tax Discount	\$0	\$1.21	\$0.00	\$1.21	1%
Miscellaneous Total		\$2,000	\$567.96	\$493.88	\$1,061.84	53%
Rowell Reimbursement	The Rowell HOA	\$14,000	\$0.00	\$0.00	\$0.00	0%
The Rowell Total		\$14,000	\$0.00	\$0.00	\$0.00	0%
Grand Total		\$4,028,490.00	\$61,867.45	\$972,685.89	\$1,034,553.34	26%

2018 CCHOA EXPENSE BUDGET

Category	Subcategory	2018 Budget	Jan-18	Feb-18	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,108,109	\$92,342.24	\$92,342.24	\$184,684.48	17%
Commons Area Services	Contract Landscape SC	\$28,875	\$2,406.25	\$2,406.25	\$4,812.50	17%
Commons Area Services	Contract Landscape CCCC	\$28,875	\$2,406.25	\$2,406.25	\$4,812.50	17%
Commons Area Services	Contract Landscape AV	\$20,475	\$1,706.25	\$1,706.25	\$3,412.50	17%
Commons Area Services	Contract Landscape GR	\$20,475	\$1,706.25	\$1,706.25	\$3,412.50	17%
Commons Area Services	Common Area Holiday Lighting	\$41,500	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	2016 Land Additions	\$12,000	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Landscape Repairs	\$62,000	-\$1,800.00	\$3,860.00	\$2,060.00	3%
Commons Area Services	Landscape Water Utilities	\$235,000	\$10,782.71	\$7,452.40	\$18,235.11	8%
Commons Area Services	COA Water Utility Compliance	\$4,000	\$0.00	\$2,150.00	\$2,150.00	54%
Common Area Services	Landscape/Electric Utilities	\$36,000	\$3,486.70	\$2,967.77	\$6,454.47	18%

Common Area Services	Tree Care	\$25,000	\$0.00	\$12,500.00	\$12,500.00	50%
Commons Area Services	Fence Repairs & Maint	\$6,000	\$0.00	\$0.00	\$0.00	0%
Common Area Services	Electrical Repairs & Maint	\$13,000	\$0.00	\$0.00	\$0.00	0%
Common Area Services	Neighborhood Maint & Repair	\$16,000	-\$4,811.52	\$346.92	-\$4,464.60	-28%
Common Area Services	Non Contract Landscape - SC	\$13,000	\$0.00	\$0.00	\$0.00	0%
Commons Area Services Total		\$1,670,309	\$108,225.13	\$129,844.33	\$238,069.46	14%

Aquatics Facilities	Administrative	\$56,000	\$2,347.88	\$1,325.11	\$3,672.99	7%
Aquatics Facilities	Supplies - Pool	\$16,500	\$765.94	\$0.00	\$765.94	5%
Aquatics Facilities	Supplies - Chemicals	\$78,000	\$2,478.98	\$3,453.31	\$5,932.29	8%
Aquatics Facilities	Supplies & Fees - Swim Team	\$22,000	\$4,635.64	-\$1,585.28	\$3,050.36	14%
Aquatics Facilities	Maintenance - Pool	\$77,400	\$4,375.12	\$3,775.99	\$8,151.11	11%
Aquatics Facilities	Maintenance - Building	\$54,100	\$4,320.84	\$1,980.16	\$6,301.00	12%
Aquatics Facilities	Payroll - Staff	\$646,500	\$22,699.22	\$25,267.85	\$47,967.07	7%
Aquatics Facilities	Payroll - Programming Staff	\$48,500	\$460.90	\$808.15	\$1,269.05	3%
Aquatics Facilities	Payroll - Swim Team	\$118,500	\$5,207.26	\$5,870.38	\$11,077.64	9%
Aquatics Facilities	SC-Utilities - Water	\$28,000	\$1,406.86	\$1,867.18	\$3,274.04	12%
Aquatics Facilities	Avana Utilities-Water	\$6,000	\$190.33	\$100.85	\$291.18	5%
Aquatics Facilities	GR- Utilities - Water	\$6,000	\$0.00	\$0.00	\$0.00	0%
Aquatics Facilities	SC-Utilities - Electric	\$33,000	\$1,869.12	-\$514.92	\$1,354.20	4%
Aquatics Facilities	Avana - Utilities- Electric	\$12,000	\$799.34	\$550.01	\$1,349.35	11%
Aquatics Facilities	GR -Utilities-Electric	\$9,000	\$397.18	\$432.42	\$829.60	9%
Aquatics Facilities	Utilities - Natural Gas	\$32,000	\$3,809.29	\$4,194.00	\$8,003.29	25%
Aquatics Facilities	SC-Utilities - Telephone/Ineternet	\$10,000	\$560.44	\$560.50	\$1,120.94	11%
Aquatics Facilities	Avana - Telephone/Ineternet	\$4,000	\$170.87	\$171.23	\$342.10	9%
Aquatics Facilities	GR- Telephone/Internet	\$4,000	\$204.28	\$204.60	\$408.88	10%
Aquatic Facilities Total		\$1,261,500	\$56,699.49	\$48,461.54	\$105,161.03	8%

Circle C Community Center	Utilities - Water	\$35,000	\$642.50	\$927.15	\$1,569.65	4%
Circle C Community Center	Utilities - Electric	\$20,000	\$1,594.94	\$2,059.03	\$3,653.97	18%
Circle C Community Center	Utilities - Telephone/Internet	\$9,600	\$685.15	\$684.70	\$1,369.85	14%
Circle C Community Ctr	Events Payroll	\$5,500	\$285.14	\$305.46	\$590.60	11%
Circle C Community Center	Furniture	\$2,000	\$0.00	\$0.00	\$0.00	0%
Circle C Community Center	Maintenance - Building	\$36,100	\$3,321.81	\$3,931.93	\$7,253.74	20%
Circle C Community Ctr Total		\$108,200	\$6,529.54	\$7,908.27	\$14,437.81	13%
Maintenance Operations	Office Supplies	\$1,800	\$107.17	\$203.48	\$310.65	17%
Maintenance Operations	Employee Education	\$0.00	\$0.00	\$150.00	\$150.00	13%
Maintenance Operations	Uniforms	\$1,200	\$0.00	\$980.25	\$980.25	82%
Maintenance Operations	Staff Recruitment	\$300	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Safety Equip/Supplies	\$1,100	\$0.00	\$380.26	\$380.26	35%
Maintenance Operations	Maintenance Payroll	\$163,000	\$11,471.58	\$11,471.58	\$22,943.16	14%
Maintenance Operations	Pool Tech	\$63,000	\$2,802.55	\$2,817.23	\$5,619.78	9%
Maintenance Operations	Payroll Taxes	\$15,000	\$999.15	\$973.41	\$1,972.56	13%
Maintenance Operations	Computer/Software	\$1,800	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Tools/Supplies	\$6,000	\$1,656.33	\$86.71	\$1,743.04	29%
Maintenance Operations	Office Furniture	\$500	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations Total		\$254,900	\$17,036.78	\$17,062.92	\$34,099.70	13%

HOA Operations	Office Supplies	\$8,000	\$953.50	\$2,753.57	\$3,707.07	46%
HOA Operations	Equip & Maintenance	\$13,000	\$300.75	\$847.73	\$1,148.48	9%
HOA Operations	HOA Owned Vehicle Expense	\$7,000	\$208.48	\$409.07	\$409.07	6%
HOA Operations	Postage	\$15,000	\$2,389.06	\$1,505.56	\$3,894.62	26%
HOA Operations	Web Operations	\$2,000	\$102.85	\$185.95	\$288.80	14%
HOA Operations	Printing	\$2,000	\$1,286.96	\$0.00	\$1,286.96	64%
HOA Operations	HOA Meetings	\$3,500	\$0.00	\$258.54	\$258.54	7%
HOA Operations	Deed Restrictions	\$5,000	\$703.56	\$0.00	\$703.56	14%

HOA Operations	HOA Special Events	\$30,000	\$0.00	\$0.00	\$0.00	0%
HOA Operations Total		\$85,500	\$5,937.27	\$5,759.83	\$11,697.10	14%
Financial Management	Management Services	\$99,500	\$8,644.47	\$8,707.14	\$17,351.61	17%
Financial Management	Resale Certificate	\$10,000	\$1,087.49	\$1,100.00	\$2,187.49	22%
Financial Management	Lien Filing Administrative Fees	\$1,000	\$52.00	\$182.00	\$234.00	23%
Financial Management	Bank Fees	\$25,000	\$1,736.92	-\$354.80	\$1,382.12	6%
Financial Management	CPA/Audit	\$8,000	\$0.00	\$0.00	\$0.00	0%
Financial Management Total		\$143,500	\$11,520.88	\$9,634.34	\$21,155.22	15%
HOA Management	Management Payroll	\$174,000	\$13,550.64	\$13,550.64	\$27,101.28	16%
HOA Management	Management Payroll Taxes	\$15,000	\$1,205.07	\$1,175.75	\$2,380.82	16%
HOA Management	Mileage Reimbursement	\$9,000	\$325.37	\$398.95	\$724.32	8%
HOA Management	Insurance Stipend	\$2,000	\$3,201.98	\$2,906.84	\$6,108.82	19%
HOA Management	Cont Ed & Skills Enhancement	\$2,000	\$0.00	\$0.00	\$0.00	0%
HOA Management Total		\$232,000	\$18,283.06	\$18,032.18	\$36,315.24	16%
Architectural Review Expense: Architectural Review Expenses		\$25,000	\$1,529.50	\$659.25	\$2,188.75	9%
Architectural Review Expenses Total		\$25,000	\$1,529.50	\$659.25	\$2,188.75	9%
Legal Services	Legal Services	\$20,000	\$125.00	\$805.23	\$930.23	5%
Legal Services Total		\$20,000	\$125.00	\$805.23	\$930.23	5%
Taxes	Property	\$6,500	\$0.00	\$0.00	\$0.00	0%
Taxes Total		\$6,500	\$0.00	\$0.00	\$0.00	0%
Insurance	General, Property, Boiler & Auto, 1	\$65,000	\$5,198.91	\$5,198.91	\$10,397.82	16%
Insurance	Auto	\$5,000	\$0.00	\$0.00	\$0.00	0%
Insurance	D & O Insurance	\$12,000	\$0.00	\$0.00	\$0.00	0%
Insurance	Worker's Comp	\$12,000	\$0.00	\$0.00	\$0.00	0%
Insurance Total		\$94,000	\$5,198.91	\$5,198.91	\$10,397.82	11%
Community Enhancement	Donations	\$1,000	\$0.00	\$0.00	\$0.00	0%
Community Enhancement	Association Memberships	\$2,000	\$50.00	\$120.00	\$170.00	9%
Community Enhancement Total		\$3,000	\$50.00	\$120.00	\$120.00	4%
Grand Total		\$3,904,409	\$214,049	\$243,487	\$440,473	11%
2016 Capital Budget Projects			YTD			
Lounge Chairs (SC Replacements)		\$15,500	\$15,447.00			
Irrigation Infrastructure		\$50,000	\$0.00			
Tree Planting		\$35,000	\$0.00			
Rock Work		\$4,000	\$0.00			
Replace Turf Grass - SC		\$20,000	\$19,525.89			
Pool Covers		\$5,800	\$0.00			
Picnic Tables/Benches - SC		\$8,000	\$4,722.93			
SC Pool Filter Sand Change		\$7,000	\$7,659.98			
SC Parking Lot Repairs		\$6,000	\$0.00			
Construction Repairs		\$25,000	\$0.00			
SC Playground		\$0	\$10,500.00			
Monuments		\$0	\$421.00			
Total		\$176,300	\$58,276.80			

Total Capital Budget Projects \$176,300.00 \$58,276.80

Grand Total Expenses \$4,080,709.00

**Circle C Landscape
Board Report
March 2018**

Weather

General: Dry & mild with a few really warm days
Rainfall Total: .22 inches, area is behind average rainfall
Average Temp: low: 41 high 90, average temp 65 degrees
Major Events: Circle C Swim Center opened for Spring Break and Circle C Landscape performed a major clean up, mowing and ant treatment

Routine Maintenance Services

General: Mowing, mowing, mowing!
All areas have been mowed, curbs and sidewalk cracks, flat rock areas have been sprayed and cleaned
Bed Weeding: all entrances, all areas checked and cleaned
Trimming: Shrub trimming is complete
All perennial beds have been trimmed
Mulching: Spruce Canyon and LaCrosse have been completely mulched
Avana mulch is underway
Slaughter corridor, LaCrosse, Wildflower Greyrock upcoming
Treatments: Clover has been treated throughout
All perennial beds have received preemergent weed treatment
Ant treatment has been completed for big mounds

Outlying Areas

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

Irrigation

General: Irrigation controllers are off except for locations with new trees
Monitoring continues
Spring maintenance checks on the irrigation system are underway throughout
Repairs: Main Line repair at LaCrosse/Wildflower park Shut valve installed to cut off irrigation to front area under construction.

Construction Activity

Slaughter/MoPac,
TxDot has removed flat rock, trees and plants from first median
We are still assessing what needs to be done to keep water to the second median during construction
Wildflower Park--Texas Gas continues work, CCL repaired the main line and installed a gate valve to allow remainder of system to be turned on
MoPac/LaCrosse--CCHOA needs to confirm construction boundaries so decisions can be about water meter, main line cut off
SH 45/Greyrock--Irrigation remains capped in construction area
Avana Entrance--Main line is capped, sidewalk from Greyrock is under construction

Bernia--Contractor has dug major hole in commons areas and cut irrigation wiring;
they are locating/repairing a sleeve

Decorative Trees

Spring Trees were wonderful this year due to some significant freezes which assists in
the bloom cycle.



Texas Dogwood and Texas Redbud



Texas Mountain Laurel

Facility Usage	Resident Entries	Guest Entries	Total Entries
Swim Center	532	8	540
Community Center	0	0	0
Avaña	0	0	0
Greyrock	0	0	0
Totals	532	8	540

Member Stats	Households	Individuals	Average / Household
Homeowners	5,188	16,329	3.15
Renters	303	1,184	3.91
Totals	5,491	17,513	3.19

Revenue	
Programs	\$ 1,139
Swim Team	\$ 10,803
Guest Fees	\$ 144
Area Reservations	\$ 120
Facility Rentals	\$ 0
Lane Rentals	\$ 3,980

Program Enrollment	
Select Swim Team	72
Masters	8
Group Swim Lessons	4
Private Swim Lessons	4
Water Aerobics	0
Lifeguard Certification	5
Water Safety Instructor	0
Scout Swim Tests	0

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

Area Reservations	
Swim Center	0
Community Center	0
Avaña	0
Greyrock	0
Totals	0

Special Events	
Lane Rentals	Bowie HS, Crockett HS
Food Trailer Night	
Dive-In Movie	

Incidents	February 2018	Year-to-Date
Swim Center	0	0
Community Center	0	0
Avaña	0	0
Greyrock	0	0
Totals	0	0

Water Rescues	February 2018	Year-to-Date
Distressed	0	0
Simple Assist	0	0
Active Surface	0	0
Active Submerged	0	0
Passive Surface	0	0
Passive Submerged	0	0
Totals	0	0

Incident Types	February 2018	Year-to-Date
Water Rescues	0	0
Injuries	0	0
Sudden Illness	0	0
Patron Behavior	0	0
Suspension / Expulsion	0	0
EMS / 911 Callout	0	0
Break-In / Vandalism	0	0

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

All is going well in maintenance. We are in off season repair mode addressing repairs at pools as well as in the neighborhood. CC Pool, Avana, and Greyrock pools are in the middle of make-readies for openings the first week of May.

SWIM CENTER COMPOUND

- Routine Maintenance has been completed
- Minor Equipment and Facility Repairs Made
- Playground shade canopy has been ordered—Seguin Canvas and Awning hopes to have project completed by May 1.
- Safety Data Sheets (SDS) have been updated

CAFÉ

- Routine maintenance has been done
- Minor Repairs have been done

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- Can lighting upgrades to LED completed in HOA offices, hallways, and restrooms.
- Safety Data Sheets (SDS) have been updated

COMMUNITY CENTER POOL

- Routine cleaning and maintenance have been performed.
- Minor Repairs have been completed on equipment and facility.
- Splash Pad Pump has been rebuilt
- Safety Data Sheets (SDS) have been updated
- Peninsula Light Post has been replaced

NEIGHBORHOOD

- Minor repairs have been completed as needed
- Mailbox Solar Lighting has been installed in all of Avana and Greyrock
- All mailbox centers have been cleaned
- Mailbox solar lighting has been inspected
- Trash cans removed as bomb safety initiative and replaced after threat was over
- Playground Shade Canopy from Wildflower Park has been taken to Seguin Canvas and Awning as template for replacement.
- Partial Privacy fence to Capstone Karst area has been replaced

AVANA AMENITIES CENTER

- Routine Cleaning and Maintenance has been completed
- Minor Repairs made
- Safety Data Sheets (SDS) have been updated

GREY ROCK AMENITIES CENTER

- Routine Cleaning and Maintenance has been completed
- Restroom faucets have been changed out due to freeze damage
- Safety Data Sheets (SDS) have been updated

CC&R changes

Article II, Section 2 – Voting membership

Class A. Class A member shall be all those Members described in Section I, with the exception of Declarant until its membership is converted to Class A membership as described below. Class A member shall be entitled to one vote ~~for each Occupied Lot owned for each one hundred dollars (\$100.00), or fraction thereof, of value of that portion of The Properties owned by each such member as assessed by the Travis County Appraisal District for ad valorem tax purposes for the preceding year.~~ When two or more persons or entities hold undivided interests in any part of The Properties, all such persons or entities shall be Class A members, and the vote for such part of The Properties shall be exercised as they, among themselves, determine, but in no event shall more than one vote ~~per property be cast~~ ~~case with respect to each one hundred dollars (\$100.00), or fraction thereof, of value of the part of The Properties in which such members own undivided interests.~~

Article III, Section 3 – Annual Assessment

Each owner of any part of The Properties shall pay to the Association an annual assessment. The Assessment shall be levied on a uniform basis against each Lot within The Property for the purpose of promoting the recreation, health, safety, and welfare of the residents within The Property and for the improvement and maintenance of the Common Area. ~~of \$0.25 for each one hundred dollars (\$100.00), or fraction thereof, of value of that portion of The Properties so owned, as assessed by the Travis County Appraisal District for ad valorem tax purposes for the preceding year.~~ The rate of the annual assessment may be increased by vote of the membership of the Association, as provided in Section 5 hereof. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount, and the Association may not accumulate a surplus at the end of any year which is more than two times the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as above defined) exist at the of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus. Notwithstanding the foregoing, as to any residential structure financed by a mortgage insured by VA or FHA the maximum annual assessment

Article V, Section 3, k – Trash

Trash or garbage containers shall only be permitted to be placed at the curb 12 hours preceding trash pickup and must be brought in 12 hours after trash pick-up. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. ~~Trash or garbage containers shall only be permitted to be placed outside a maximum of two times each week for 12 hours. The Association shall have the right to~~

~~contract for garbage collection and bill each Owner monthly for such service.~~ No Lot shall be used or maintained as a dumping ground for trash.

Article V, Section 3, m – Recreational equipment

No recreational equipment, including but not limited to swing sets, skate board or bicycle ramps, ~~or basketball nets,~~ shall be permitted in the front yard of any residential structure. Portable basketball goals are allowed but must be kept out of the Right-Of Way and kept in good condition, no basketball goals can be attached to the front of the residence. Permanent basketball goals require Architectural Control Committee approval and must meet the guidelines set by the Committee.

Article 5, Section 5 – Exterior Lighting

Any Owner or builder desiring exterior lighting on a residence shall submit a lighting plan showing all locations, spacing, standard types and light type and sizes for approval by the Architectural Control Committee, provided that Holiday Christmas lights shall be permitted without prior approval 28 days prior to the holiday and must be removed 14 days following the holiday during the month of December each year and provided further that such lights must be removed by January 15 of each year. No exterior light shall be installed or maintained within the Property that is found to be objectionable by the Architectural Control Committee. Upon notice by the Committee that any exterior light is objectionable, the Owner of the Property on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

Article 1, Section 3, a – adding additional property to Circle C HOA

The Declarant, its successors and assigns, shall have the right at any time prior to September 30, 2002, to bring within the scheme of this Declaration additional properties in future stages of the development, so long as such properties are within the area described on Exhibit "B" attached hereto (including, without limitations, subsequent sections of Circle C Ranch Subdivision (the "Subdivision")) without consent or approval of Owners of any Lots (other than Declarant), as long as such additions are pursuant to a general plan approved by the Veterans Administration ("VA") or the Federal Housing Association ("FHA"). Furthermore, additional properties may be annexed into The Properties at any time with the consent of two-thirds of each class of member of the Association. As additional properties are annexed hereto, Declarant shall with respect to said properties, recorded Supplemental Declarations which may incorporate this Declaration herein by reference, and which may supplement or modify this Declaration which such additional covenants, restrictions and conditions which may be appropriate for those properties. Upon recordation of such additional plats or map and the filing of a Supplemental Declaration containing restrictive covenants pursuant thereto, then and thereafter the Owners of all

Lots in the Subdivision shall have the rights, privileges and obligations with respect to all of The Properties in the Subdivision (including such additional properties) in accordance with the provisions of, and to the extent set forth in, this Declaration and each such Supplemental Declaration.

~~Article V, Section 3, j—Vehicle Storage~~

~~Except as hereafter provided, any truck, bus, boat, boat trailer, trailer, mobile home, campmobile, camper, golf cart, motorcycle, recreational vehicle or any vehicle other than a conventional automobile shall be stored, placed or parked within the garage of the Owner owning same and concealed from view of other Owners, unless the Architectural Control Committee, in its sole discretion, directs otherwise. For purposes of this paragraph, the term "conventional automobile" shall be deemed to include conventional passenger vehicles, passenger vehicle trucks (3/4 ton or less), and non-commercial passenger vans.~~

~~Property owners who do home repair work to their vehicles outside of their garages must return the vehicle under repair back to the garage at the end of the day. Street repair and maintenance to automobiles will not be permitted.~~

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this _____ day of _____,

BETWEEN:

Park West Homeowners Association of Austin, Texas 78739
(the "Client")

- AND -

Circle C Landscape LLC of 7817 LaCrosse Austin Texas 78739
(the "Contractor")

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Provide Landscape and Irrigation Installation Services to include:
 - Vegetation Removal
 - Turf Installation
 - Landscape Rock Installation
 - Plant and Tree Installation

 - The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

2. The Circle C Homeowners Association has agreed to contribute \$15,000 in irrigation discovery, drip irrigation and necessary re-planting at the east and west corners of Park West Pass and Fox Creek Pass. The CCHOA contribution is contingent upon Park West signing this contract.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

Performance

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

6. The Contractor will charge the Client a flat fee of \$15,000 plus \$5,000 contingent fees for the Services (the "Compensation").

7. The Client will be invoiced when the Services are complete.

8. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

9. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

10. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

11. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
12. All expenses must be pre-approved by the Client.

Penalties for Late Payment

13. Any late payments will trigger a fee of 5.00% per month on the amount still owing.

Confidentiality

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

17. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
18. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

Return of Property

19. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

20. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
- a. Park West Homeowners Association
Austin, Texas 78739

 - b. Circle C Landscape LLC
7817 LaCrosse Austin Texas 78739

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors,

shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

25. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

26. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

27. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

28. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

30. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

Severability

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

32. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Park West Homeowners Association

Per: _____ (Seal)

Circle C Landscape LLC

Per: _____ (Seal)

Park West Pass and Fox Creek Landscape and Irrigation Improvement Project.

General Specifications

1. Remove and haul all plant materials excepting trees and any other plants deemed viable and compatible with new design.
2. Install new plant materials and rock work according to sample drawings.
3. Custom design on site with available plants from City of Austin Grow Green List. Customize according to sun/shade requirements, install approximately 1/3 evergreens to 2/3 perennials.
4. Utilize 2-5" Brazos River Rock as border, accents, and dry rivers. Install professional grade landscape cloth underneath, and dig to acceptable grade in all locations.
5. Install plant materials using sterilized Thunder Garden Dirt, and top dress with Thunder Dirt. Dip all plants in liquid mycorrhiza for plant growth. Mulch 2 weeks after installation to allow for adequate root watering.
6. Hand water in all plants and turf at time of installation.
7. Irrigation design and supervision provided by State of Texas Licensed Irrigator.
8. Circle C Landscape will do a preliminary walk through with designated representative prior to proceeding with project.
9. Circle C Landscape will do a final walk through with designated representative at the end of the project.
10. Project will be done in phases to include: preparation including removal and haul off, rock work, tree install, plant install, turf install. Circle C Landscape reserves the right to plant hardwood trees in the fall as is appropriate in Texas.

Park West Pass

Preparation:

1. Remove existing landscape and turf at entry to include median, gate median inside and outside, east and west side strips
2. Remove two existing Desert Willows from inside gate median. Coordinate with client for timely removal to accommodate wall repair done by others.
3. Remove existing plants and vegetation from front and back of entry gate
4. Remove existing flat rock at entry gate median
5. Remove and prep east and west side strips
6. Remove fig ivy from wall at gate area
7. Remove any edging, haul and dispose
8. Clean and trim existing fig ivy to remain.

Installation:

1. Install Brazos 2-5" river rock as shown per plan
2. Install Pallasades Zoysia in turf areas as shown per plan
3. Install Two hardwood trees at entry gate median for fall planting (choices to be approved by client)

4. Install one decorative tree at entry gate median.
5. Install small (Red Rocket or Dynamite) Crape Myrtles along east and west side strip or suitable alternative to be approved by owner and as shown on plan.
6. Plant installation. Install evergreen and perennial plants from City of Austin Grow Green List per design. A minimum of 40 plants will be installed at each entry, additional plants will be from contingent funds and approved by client.

Fox Creek Entry

Preparation:

1. Remove existing vegetation, clean and scrape, and haul off old materials and plants from median, and entry gate median.
2. On east and west sides, leave flat rock, burford holley and crape myrtles.
3. Clean and trim any plants, ivy or other vegetation that remains.

Installation:

1. Install Brazos 2-5" river rock as shown on plan
2. Install Pallisades Zoysia in turf areas as shown on plan
3. Install hardwood trees at Entry Gate (choices to be approved by client)
4. Install one decorative tree at entry gate median
5. Plant Installation. Install evergreen and perennial plants chosen from City of Austin Grow Green List. A minimum of 40 plants will be installed at each entry, additional plants will be from contingent funds and approved by client.

Notes:

1. The CCHOA will be participating in this project for a total of \$15,000.00 and provide the following improvements:
 - a. Discovery work on the irrigation system to provide information on separating out the Park West HOA and CCHOA in the future if desired by both parties.
 - b. Installation of drip irrigation for the project
 - c. Removal of plants on Park West Pass and Fox Creek corners to install drip irrigation.
 - d. Replant corners to match new Park West entry design.
2. Warranties:

Plants and trees will be warrantied for one year from the date of the final inspection as long as Circle C Landscape is maintaining and providing irrigation services for the area.
3. State of Texas sales tax is not included in the flat fee. State of Texas sales tax will be added where applicable.

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this _____ day of _____,

BETWEEN:

Circle C Homeowners Association, Inc. 7817 LaCrosse, Austin, Texas 78739
(the "Client")

- AND -

Circle C Landscape LLC of 7817 LaCrosse Austin Texas 78739
(the "Contractor")

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Provide Landscape and Irrigation Installation Services to include:
 - Irrigation Discovery and mapping
 - Installation of Drip Irrigation System at locations as outlined on Exhibit One
 - Replacement plantings in CCHOA commons areas as needed after new irrigation installation.

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

2. **Contingent Conditions.** This agreement will be executed only in the case that a contract for services is signed and agreed upon between Circle C Landscape LLC and the Park West Homeowners Association, Inc. to upgrade landscape and irrigation in the adjacent areas as described on Exhibit 2.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

Performance

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

6. The Contractor will charge the Client a flat fee of \$15,000.00 for the Services (the "Compensation").
7. The Client will be invoiced when the Services are complete.
8. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
9. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

10. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

11. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
12. All expenses must be pre-approved by the Client.

Penalties for Late Payment

13. Any late payments will trigger a fee of 5.00% per month on the amount still owing.

Confidentiality

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

17. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

18. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

Return of Property

19. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

20. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Circle C Homeowners Association, Inc.
7817 LaCrosse, Austin, Texas 78739

- b. Circle C Landscape LLC
7817 LaCrosse Austin Texas 78739

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

25. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

26. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

27. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

28. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

30. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

Severability

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

32. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Circle C Homeowners Association, Inc.

Per: _____

Circle C Landscape LLC

Per: _____

**Circle C Homeowners Association
Landscape and Irrigation Improvements 2018
Park West Entries (Park West Pass and Fox Creek)**

Description:

Park West Homeowners Association plans to spend their private HOA funds to upgrade the plant materials at the Fox Creek and Park West Pass areas with a contemporary landscape design.

The Park West Homeowners Association has pledged \$15,000 to this effort.

In the event that Park West does provide the funding, the CCHOA has approved \$15,000 in matching capital improvement funds to improve irrigation in that area.

CCHOA Scope of Work

The irrigation and water supply systems outside the gates at Park West Pass and Fox Creek Pass are tied into the CCHOA with meters from the Escarpment Loop at Park West Pass and an interior meter owned by the CCHOA that is located behind the gate at Fox Creek and provides water from Park West Pass west to Natick on both sides of LaCrosse.

Improvement 1: Discover and map the main lines in order to provide information for separating the systems in the future.
Locate sleeves and wiring

Improvement 2: Convert all improvement areas to drip and bubbler irrigation installation

Improvement 3: At the corners on either sides of Park West Pass and Fox Creek Pass remove old vegetation and install replacement plantings to work with the new irrigation installation.





March 06, 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 and huo architects to submit this proposal for the Circle C Entry Monumentation Master Plan 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 and neighborhood wide entry monumentation masterplan that inventories existing entry locations, collects public input, and presents those findings to the Board in order to determine how to proceed with the design of entry monumentation.

SCOPE OF SERVICES

The following attached scope of services outline describes in detail the process that our team will utilize to engage the HOA and community to develop the Masterplan, including all meetings and deliverables.

PROFESSIONAL FEES

Based on the Scope of Services, the fees to complete the Parks Master Plan update are as follows:

ANALYZE: Inventory and Analysis Phase:	
CONNECT: Community Engagement Phase	
Total:	\$5,000
ENVISION: Alternative and Preferred Strategies Phase (Future Phase Estimated \$10,000 Fee)	

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 Randall Owen and huo Architects. If you find this proposal acceptable, we will forward our standard contract for your review and signature. We can begin work upon your authorization and anticipate completing our work within 4-6 weeks.

Thank you again for the opportunity to work with you and Circle C Ranch. 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

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Scope of Services

Neighborhood Entries Masterplan
Circle C Ranch

A. ANALYZE: Inventory and Analysis Phase

1. **[STAFF MEETING #1] Conduct Kickoff Meeting**
 - a. **Kickoff Meeting:**
 - i. Team members and roles
 - ii. Goals for the Entries Master Plan
 - iii. Scope of Services and process
 - iv. Community engagement process
 - v. Data needs
 - vi. Preliminary schedule
 2. **Collect and Assimilate Owner provided Data** provided by Staff including;
 - a. base maps of neighborhood
 - b. Design drawings for existing entry signage (if available)
 3. Conduct **Individual Site Visits**, including:
 - a. Document observations including:
 - i. Physical conditions
 - ii. Functionality and aesthetics
 - iii. Potential issues
 - b. Prepare inventory documentation
 - i. Representative photograph(s)
 - ii. Brief narrative documenting existing conditions and preliminary recommendations for improvement.

B. CONNECT: Community Engagement Phase

1. **[COMMUNITY ENGAGEMENT MEETING] Conduct a Community Input Meeting**, (at a location provided by you with participants invited by you) to facilitate mining constituent interests.
 - a. Prepare Presentation and / or mounted board exhibits
 - b. Prepare focus group question banner and brainstorming wall exhibit
 - c. Red dot / green dot exercises
 - d. Assemble tools (sign-in, notecards, stickers, pens) for meeting operation
 - e. Prepare meeting summary of tabulated data
2. **[STAFF MEETING #2] Summarize CONNECT phase information**, forward to Staff and, conduct a meeting to review the results and determine next steps.



C. ENVISION: Alternative and Preferred Strategies Phase (Future Phase)

1. **Develop Conceptual Design for Entry Improvements** identifying projects that improve current or future neighborhood entries and define opportunities for future capital projects.
Deliverables include:
 - a. Diagrammatic plan view renderings and sketches of entries
 - b. Representative photographs
2. **Develop Action Plan**
 - a. Develop **Capital Cost Estimates** for each Strategy, including:
 - i. Order-of-magnitude systems descriptions and estimated costs
 - ii. Phasing strategy
3. [STAFF MEETING #3] **Meet with Staff** to review the **ENVISION: Alternative and Preferred Strategies Phase** recommendations and deliverables.
4. [HOA BOARD MEETING] **Conduct a Board Presentation** to review the **ENVISION: Alternative and Preferred Strategies Phase** recommendations and deliverables.
4. Forward digital copy for review, receive comments from Staff, and make **Final Revisions** to the deliverable.