

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

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of October 30, 2018 board meeting minutes *James Moseley*
- IV. Homeowner Forum (*3 min each*)
- V. Management Reports
 - a. General Report, *Karen Hibpshman*
 - 1. Oct YTD Financials
 - b. Landscape Report, *Clayton Hoover*
 - c. Aquatics Report, *Brody McKinley*
 - d. Maintenance Report, *Robert Bardeleben*
- VI. Discussion Items
 - a. CC&R's Amendments (Kimberly De La Garza)
 - b. Annual Meeting
- VII. Action Items
 - a. Ratify the CC&R Committee Member Vote
 - b. CC&R member reduction Vote
 - c. Monument Design Proposal
 - d. Monument Construction Proposal
 - e. 2019 Office Lease Contract – 5919 La Crosse Ave
 - f. 2019 Office Lease Contract – 7817 La Crosse Ave
- VIII. Adjourn Public Meeting
- IX. Executive Session
 - a. HR

Attachments

- 1. Oct 2018 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report
- 6. 2019 Office Lease Contract – 5919 La Crosse Ave
- 7. 2019 Office Lease Contract – 7817 La Crosse Ave

**Circle C Homeowners Association
Board Meeting Minutes
October 30, 2018**

1. The CCHOA Board of Directors convened on October 30, 2018 at the Circle C Community Center. Russ called the meeting to order at 6:32 p.m. In attendance were board members Russ Hodes, Kim Ackermann, Dan Vavasour and James Moseley. Steve Urban, Natalie Placer-McClure and Jason Bram were not present. CCHOA Manager Karen Hibpshman was in attendance. Brody McKinley, Aquatics Director was present. Robert Bardeleben, Facilities Coordinator was present. Clayton Hoover from Circle C Landscape was present.
2. Russ asked if there were any changes to the agenda. Kim asked to add marquees under the Discussion Items #c. Kim motioned to accept the agenda with the addition of marquees #c under Discussion Items. Dan seconded the motion. All were in favor and the motion passed.
3. Russ presented the September 25, 2018 board meeting minutes. James motioned to accept the minutes as written. Kim seconded the motion. All were in favor and the motion passed.
4. Russ introduced the Homeowner Forum. No homeowners were present for the Homeowner Forum.
5. Karen presented the management report and the YTD Financials.
6. Clayton presented the landscaping report.
7. Brody presented the aquatics report.
8. Robert presented the maintenance report
9. The first discussion item was the CC&R Amendments. Kimberly De La Garza presented the minutes from the 1st CC&R Committee meeting. Kimberly also asked that the committee members be reduced from 7 to 5. The board will vote via email on the committee members and ratify the vote at the November board meeting.
10. The second discussion item was the Annual Meeting. There are three board positions open for this election and Karen will start putting out the Candidate Questionnaire.
11. The third discussion item was the marquees. Robert is working on making doors to close them in at a cost of \$1200 for the 10 marquees.
12. The first action item was to ratify the Escarpment Amendment email vote. Kim motion to ratify the Escarpment Amendment email vote. James seconded the motion. All were in favor and the motion passed.
13. The second action item was the acceptance of the Reserve Study. Kim motioned to accept the Reserve Study. Russ seconded the motion. All were in favor and the motion passed.
14. The third action item was 2019 Architectural Review Service Contract. James motioned to approve the 2019 Architectural Review Service Contract. Dan seconded the motion. All were in favor and the motion passed.

15. Russ motioned to adjourn the Public Meeting at 7:04pm. Kim seconded the motion. All were in favor and the motion passed.

16. No items for Executive Session.

**Circle C Homeowners Association
Manager's Report
October 22, 2018 – November 20, 2018**

Violation Report (October 22nd, 2018 – November 20th, 2018)

68 Violations

- 18 (26%) Rubbish and Debris
- 3 (4%) Maintenance
- 32 (47%) Front Yard Maintenance
- 5 (7%) Architectural
- 3 (4%) Vehicle Storage
- 5 (7%) Repair Exterior Damages
- 1 (1%) Window Coverings
- 1 (1%) Offensive Activities

68 Violations by Stage

- 68 (100%) stage 1/cooperative letters

68 Violation Updates/Creates

- 1 (1%) Closed
- 67 (99%) New

Administration

16 New Homeowner Packets mailed October 20th – November 16th

Financial

Signed AP checks November 20th with Terri Giles.

Upcoming Special Events

Dec 1st – Kids Holiday Party

Dec 8th – Adult Holiday Party

Dec 11th – voting location for the runoff election

Dec 24th -Dec 26th – CCHOA Office Closed

Project/Updates

- The Community Center will be a voting location (replacing Clayton & Kiker) for the runoff election on December 11th for AISD Board of Trustees At-Large Place 9, Austin City Council District 8 and ACC Trustee Place 8.
- Muirfield/CVS – Repairs are completed except for the sod at the entrance (CVS did a terrible sod install). CVS has agreed to remove 450sf of the bad grass and CCL will

install Palisades Zoysia. They have confirmed that they will also be remitting a check for the repairs done and ones that will be completed

- No new information on the City of Austin Corridor project for Slaughter Lane
- GreyRock – Met with the developer of the commercial property on both sides of Archeleta Blvd. They will be building an assisted living facility and independent living facility on the west side of Archeleta Blvd. On the east side of Archeleta Blvd they are planning a daycare center. A Town Hall style meeting has been set for January 28th at the Community Center where the developer will answer any questions the residents have.
- Damaged mainline at Slaughter/MoPac. Had CCL mark a new location for a bore at Slaughter/Beckett to replace the mainline at Slaughter/MoPac. Met with Webber to discuss location of the bore. Webber will be getting back to me on whether this location is approved.

- **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	Completed
Swim Center – Picnic Tables/Benches	Completed
Swim Center Pool filter/sand change	Completed
Swim Center Parking Lot Repairs	Completed
Construction Repairs	Repairs due to construction have been done at Bernia, Slaughter, La Crosse, Escarpment and Archeleta.

Current or Future Projects

- Irrigation Infrastructure
- Signage
- Monuments
- Landscape Prep

- Expansion of CCCC pool
- Domain Name
- Phase II
- Additional Playgrounds.

2018 CCHOA INCOME BUDGET

Category	Subcategory	2018 Budget	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Totals	%	
Homeowner Income	Homeowner Dues	\$3,352,340	\$28,559.07	\$919,399.68	\$488,404.94	\$163,584.21	\$80,098.29	\$40,816.76	\$936,894.23	\$468,534.29	\$103,360.32	\$69,723.78	\$3,299,375.57	98%	
Homeowner Income	Resale Certificates	\$67,500	\$3,275.00	\$4,725.00	\$6,750.00	\$8,550.00	\$11,475.00	\$7,425.00	\$8,100.00	\$8,100.00	\$4,050.00	\$4,050.00	\$66,500.00	99%	
Homeowner Income	Transfer Fees I0come	\$75,000	\$6,650.00	\$20,125.00	\$5,775.00	\$7,000.00	\$8,750.00	\$9,450.00	\$9,275.00	\$9,975.00	\$6,225.47	\$4,725.00	\$87,950.47	117%	
Homeowner Income	Late Fees Collected	\$20,000	\$1,262.88	\$1,726.83	\$752.12	\$3,315.66	\$2,335.96	\$1,063.55	\$1,169.98	\$993.28	\$1,285.04	\$1,805.57	\$15,710.87	79%	
Homeowner Income	Lien Admin Fees Income	\$500	\$98.00	\$56.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$14.00	\$28.00	\$14.00	\$28.00	\$350.00	70%
Homeowner Income	Filing Fee Income	\$1,250	\$392.00	\$224.00	\$182.00	\$112.00	\$112.00	\$112.00	\$56.00	\$112.00	\$97.00	\$71.00	\$1,470.00	118%	
Homeowner Income	NSF Charges	\$200	\$0.00	\$25.00	\$25.00	\$0.00	\$25.00	\$0.00	\$25.00	\$25.00	\$0.00	\$0.00	\$125.00	63%	
Homeowner Income	Collection Fee Income	\$1,000	\$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		\$3,517,790	\$40,236.95	\$946,281.51	\$501,917.06	\$182,589.87	\$102,824.25	\$58,895.31	\$955,534.21	\$487,767.57	\$115,031.83	\$80,403.35	\$3,471,481.91	99%	
Architectural Review I0come	Architectural Review I0come	\$50,000	\$3,220.00	\$1,275.00	\$705.00	\$12,210.00	\$540.00	\$19,920.00	\$3,960.00	\$1,275.00	\$3,450.00	\$10,770.00	\$57,325.00	115%	
Architectural Review I0come Total		\$50,000	\$3,220.00	\$1,275.00	\$705.00	\$12,210.00	\$540.00	\$19,920.00	\$3,960.00	\$1,275.00	\$3,450.00	\$10,770.00	\$57,325.00	115%	
Rental Income	Office Rent	\$8,000	\$2,088.84	\$0.00	\$0.00	\$2,088.84	\$0.00	\$0.00	\$2,088.84	\$0.00	\$0.00	\$2,088.84	\$8,355.36	104%	
Rental Income	Grill Rent	\$6,100	\$500.00	\$2,500.00	\$500.00	\$512.50	\$512.50	\$1,537.50	\$512.50	\$512.50	\$512.50	\$512.50	\$8,112.50	133%	
Rental Income Total		\$14,100	\$2,588.84	\$2,500.00	\$500.00	\$2,601.34	\$512.50	\$1,537.50	\$2,601.34	\$512.50	\$512.50	\$2,601.34	\$16,467.86	117%	
Aquatics Income	Pool Programs	\$88,000	\$575.00	\$1,139.00	\$6,767.50	\$8,553.25	\$22,077.25	\$15,706.25	\$13,072.12	\$6,490.25	\$1,800.00	\$8,758.00	\$84,938.62	97%	
Aquatics Income	Pool Programs - Swim Team	\$140,500	\$9,595.00	\$10,802.50	\$10,952.50	\$8,335.00	\$13,063.00	\$6,181.00	\$5,415.00	\$7,408.50	\$12,367.50	\$9,711.25	\$93,831.25	67%	
Aquatics Income	Facility Income	\$37,500	\$124.20	\$4,323.00	\$941.29	\$2,823.98	\$10,908.11	\$7,755.38	\$8,116.37	\$3,126.38	\$2,437.17	\$4,931.10	\$45,486.98	121%	
Aquatics Income Total		\$266,000	\$10,294.20	\$16,264.50	\$18,661.29	\$19,712.23	\$46,048.36	\$29,642.63	\$26,603.49	\$17,025.13	\$16,604.67	\$23,400.35	\$224,256.85	84%	
CCCC Income	CCCC Facility Rentals	\$50,000	\$4,959.50	\$5,871.00	\$5,650.00	\$5,237.50	\$5,181.00	\$5,367.00	\$14,189.00	\$12,932.50	\$4,820.00	\$7,375.00	\$71,582.50	143%	
CCCC Income Total		\$50,000	\$4,959.50	\$5,871.00	\$5,650.00	\$5,237.50	\$5,181.00	\$5,367.00	\$14,189.00	\$12,932.50	\$4,820.00	\$7,375.00	\$71,582.50	143%	
Landscape Reimbursements	Stratus Reimb	\$97,000	\$0.00	\$0.00	\$46,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99,500.00	\$0.00	\$0.00	\$145,500.00	150%	
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	\$17,600.00	100%	
Landscape Reimbursements Total		\$114,600	\$0.00	\$0.00	\$46,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99,500.00	\$17,600.00	\$0.00	\$163,100.00	142%	
Miscellaneous	Interest Income	\$2,000	\$566.75	\$493.88	\$653.22	\$1,009.30	\$972.99	\$643.74	\$673.70	\$745.84	\$3,104.03	\$1,198.93	\$10,062.38	503%	
Miscellaneous	Sales Tax Discount	\$0	\$1.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.21		
Miscellaneous Total		\$2,000	\$567.96	\$493.88	\$653.22	\$1,009.30	\$972.99	\$643.74	\$673.70	\$745.84	\$3,104.03	\$1,198.93	\$10,063.59	503%	
Rowell Reimbursement	The Rowell HOA	\$14,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,349.02	\$0.00	\$0.00	\$0.00	\$0.00	0%	
The Rowell Total		\$14,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,349.02	\$0.00	\$0.00	\$0.00	\$7,349.02	52%	
Grand Total		\$4,028,490.00	\$61,867.45	\$972,685.89	\$574,086.57	\$223,360.24	\$156,079.10	\$116,006.18	\$1,010,910.76	\$619,758.54	\$161,123.03	\$125,748.97	\$4,021,626.73	100%	

2018 CCHOA EXPENSE BUDGET

Category	Subcategory	2018 Budget	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,108,109	\$92,342.24	\$92,342.24	\$92,342.24	\$92,342.24	\$92,342.24	\$92,342.24	\$92,342.24	\$92,342.24	\$92,342.24	\$92,342.24	\$923,422.40	83%
Commons Area Services	Contract Landscape SC	\$28,875	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$24,062.50	83%
Commons Area Services	Contract Landscape CCCC	\$28,875	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$2,406.25	\$24,062.50	83%
Commons Area Services	Contract Landscape AV	\$20,475	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$17,062.50	83%
Common Area Services	Contract Landscape GR	\$20,475	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$1,706.25	\$17,062.50	83%
Common Area Services	Common Area Holiday Lighting	\$41,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	2016 Land Additions	\$12,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Landscape Repairs	\$62,000	-\$1,800.00	\$3,860.00	\$475.00	\$4,193.00	\$21,883.00	\$8,735.00	\$9,375.00	\$4,694.59	\$2,780.00	-\$4,660.00	\$49,535.59	80%
Commons Area Services	Landscape Water Utilities	\$235,000	\$10,782.71	\$7,452.40	\$7,180.33	\$6,398.76	\$7,653.74	\$21,283.50	\$28,511.42	\$28,532.13	\$33,095.95	\$12,912.81	\$163,803.75	70%
Commons Area Services	COA Water Utility Compliance	\$4,000	\$0.00	\$2,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,225.00	\$0.00	\$0.00	\$0.00	\$3,375.00	84%
Common Area Services	LandscapeElectric Utilities	\$36,000	\$3,486.70	\$2,967.77	\$2,728.25	\$3,035.40	\$3,173.18	\$2,975.77	\$2,653.86	\$2,592.53	\$2,751.62	\$3,949.77	\$30,314.85	84%

Common Area Services	Tree Care	\$25,000	\$0.00	\$12,500.00	\$0.00	\$0.00	\$1,850.00	\$3,750.00	\$325.00	\$0.00	\$0.00	\$4,770.00	\$23,195.00	93%
Commons Area Services	Fence Repairs & Maint	\$6,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,676.40	\$0.00	\$0.00	\$4,676.40	78%
Commons Area Services	Electrical Repairs & Maint	\$13,000	\$0.00	\$0.00	\$329.54	\$0.00	\$3,658.51	\$529.11	\$321.28	\$0.00	\$1,196.04	\$3,022.34	\$9,056.82	70%
Common Area Services	Nieghborhood Maint & Repair	\$16,000	-\$4,811.52	\$346.92	\$3,375.75	-\$2,872.41	\$7,822.76	\$260.87	\$240.87	\$216.50	\$188.90	\$2,670.32	\$7,438.96	46%
Common Area Services	Non Contract Landscape - SC	\$13,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$920.13	\$129.90	\$1,022.96	\$649.50	\$6,067.41	\$8,789.90	68%
Commons Area Services Total		\$1,670,309	\$108,225.13	\$129,844.33	\$114,656.11	\$111,321.99	\$146,608.43	\$139,021.62	\$143,349.57	\$142,302.35	\$141,229.25	\$129,299.89	\$1,305,858.67	78%
Aquatics Facilities	Administrative	\$56,000	\$2,347.88	\$1,325.11	\$6,499.92	\$4,570.13	\$3,458.39	\$3,893.05	\$2,604.81	\$2,235.37	\$1,554.37	\$683.40	\$29,172.43	52%
Aquatics Facilities	Supplies - Pool	\$16,500	\$765.94	\$0.00	\$2,099.43	\$403.66	\$706.61	\$891.09	\$211.60	\$0.00	\$0.00	\$55.00	\$5,133.33	31%
Aquatics Facilities	Supplies - Chemicals	\$78,000	\$2,478.98	\$3,453.31	\$2,908.20	\$5,655.90	\$3,351.21	\$5,774.42	\$6,600.66	\$4,467.70	\$7,851.78	\$5,526.57	\$48,068.73	62%
Aquatics Facilities	Supplies & Fees - Swim Team	\$22,000	\$4,635.64	-\$1,585.28	-\$25.97	\$2,371.97	\$1,634.55	-\$183.00	\$608.42	\$113.16	\$23.58	\$6,030.50	\$13,623.57	62%
Aquatics Facilities	Maintenance - Pool	\$77,400	\$4,375.12	\$3,775.99	\$6,613.45	\$8,240.92	\$3,702.71	\$3,049.73	\$12,032.20	\$3,199.42	\$4,065.19	\$2,571.31	\$51,626.04	67%
Aquatics Facilities	Maintenance - Building	\$54,100	\$4,320.84	\$1,980.16	\$2,009.51	\$4,374.85	\$2,460.96	\$7,736.10	\$2,696.63	\$4,072.51	\$4,644.11	\$3,260.43	\$37,556.10	69%
Aquatics Facilities	Payroll - Staff	\$646,500	\$22,699.22	\$25,267.85	\$36,522.07	\$46,052.45	\$101,328.31	\$106,685.06	\$115,166.10	\$105,415.39	\$48,622.04	\$41,956.79	\$649,715.28	100%
Aquatics Facilities	Payroll - Programming Staff	\$48,500	\$460.90	\$808.15	\$1,038.46	\$1,512.05	\$5,346.62	\$6,863.78	\$7,911.47	\$6,596.00	\$1,736.17	\$2,033.93	\$34,307.53	71%
Aquatics Facilities	Payroll - Swim Team	\$118,500	\$5,207.26	\$5,870.38	\$5,855.31	\$6,127.34	\$9,264.84	\$6,286.20	\$6,231.17	\$4,839.60	\$5,932.90	\$6,691.61	\$62,306.61	53%
Aquatics Facilities	SC-Utilities - Water	\$28,000	\$1,406.86	\$1,867.18	\$1,937.81	\$2,047.42	\$1,910.83	\$2,208.92	\$2,794.06	\$2,531.12	\$2,487.76	\$1,833.61	\$21,025.57	75%
Aquatics Facilities	Avana _Utilites-Water	\$6,000	\$190.33	\$100.85	\$100.85	\$106.96	\$101.48	\$0.00	\$826.22	\$0.00	\$586.49	\$250.71	\$2,263.89	38%
Aquatics Facilities	GR- Utilities - Water	\$6,000	\$0.00	\$0.00	\$0.00	\$1,094.21	\$244.26	\$281.68	\$283.67	\$267.26	\$278.15	\$114.80	\$2,564.03	43%
Aquatics Facilities	SC-Utilities - Electric	\$33,000	\$1,869.12	-\$514.92	\$2,053.95	\$2,091.18	\$1,923.21	\$2,203.04	\$2,117.91	\$2,187.45	\$2,007.89	\$1,902.80	\$17,841.63	54%
Aquatics Facilities	Avana - Utilities- Electric	\$12,000	\$799.34	\$550.01	\$720.69	\$834.43	\$793.18	\$877.73	\$923.17	\$933.22	\$898.33	\$828.57	\$8,158.67	68%
Aquatics Facilities	GR -Utilites-Electric	\$9,000	\$397.18	\$432.42	\$410.33	\$410.34	\$414.88	\$400.59	\$429.20	\$438.16	\$450.54	\$437.79	\$4,221.43	47%
Aquatics Facilities	Utilities - Natural Gas	\$32,000	\$3,809.29	\$4,194.00	\$4,303.09	\$2,613.81	\$2,187.60	\$801.69	\$358.06	\$363.30	\$354.59	\$332.16	\$19,317.59	60%
Aquatics Facilities	SC-Utilities - Telephone/Ineternet	\$10,000	\$560.44	\$560.50	\$560.78	\$560.78	\$582.07	\$386.27	\$762.91	\$502.82	\$681.75	\$502.96	\$5,204.84	57%
Aquatic Facilities	Avana - Telephone/Ineternet	\$4,000	\$170.87	\$171.23	\$171.87	\$171.87	\$171.41	\$130.04	\$213.14	\$173.37	\$229.87	\$600.46	\$2,204.13	55%
Aquatics Facilities	GR- Telephone/Internet	\$4,000	\$204.28	\$204.60	\$205.24	\$205.24	\$204.84	\$205.02	\$277.55	\$206.82	\$389.42	\$117.19	\$2,220.20	56%
Aquatic Facilities Total		\$1,261,500	\$56,699.49	\$48,461.54	\$73,984.97	\$89,445.51	\$139,787.96	\$148,491.41	\$163,048.95	\$138,542.67	\$82,794.93	\$75,730.59	\$1,016,988.02	81%
Circle C Community Center	Utilities - Water	\$35,000	\$642.50	\$927.15	\$705.06	\$886.48	\$1,094.51	\$1,056.60	\$1,115.54	\$1,132.10	\$1,447.96	\$1,103.40	\$10,111.30	29%
Circle C Community Center	Utilities - Electric	\$20,000	\$1,594.94	\$2,059.03	\$1,709.43	\$1,538.12	\$1,509.16	\$1,614.18	\$2,208.14	\$2,334.88	\$2,360.24	\$1,733.69	\$18,661.81	93%
Circle C Community Center	Utilities - Telephone/Internet	\$9,600	\$685.15	\$684.70	\$0.00	\$684.70	\$2,055.15	\$686.90	\$0.00	\$686.90	\$1,373.80	\$688.65	\$7,545.95	79%
Circle C Community Ctr	Events Payroll	\$5,500	\$285.14	\$305.46	\$213.74	\$465.43	\$559.30	\$380.53	\$470.22	\$396.18	\$208.05	\$452.48	\$3,736.53	68%
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	\$762.10	\$762.10	38%
Circle C Community Center	Maintenance - Building	\$36,100	\$3,321.81	\$3,931.93	\$1,709.45	\$1,706.11	\$1,847.37	\$2,104.79	\$2,611.33	\$3,641.89	\$2,602.10	\$4,005.18	\$27,481.96	76%
Circle C Community Ctr Total		\$108,200	\$6,529.54	\$7,908.27	\$5,022.38	\$4,596.14	\$7,065.49	\$5,843.00	\$6,405.23	\$8,191.95	\$7,992.15	\$8,745.50	\$68,299.65	63%
Maintenance Operations	Office Supplies	\$1,800	\$107.17	\$203.48	\$0.00	\$162.15	\$103.31	\$0.00	\$173.07	\$0.00	\$233.87	\$165.94	\$1,148.99	64%
Maintenance Operations	Employee Education	\$1,200	\$0.00	\$150.00	\$134.95	\$0.00	\$92.41	\$0.00	-\$27.65	\$325.00	\$325.00	\$0.00	\$999.71	83%
Maintenance Operations	Uniforms	\$1,200	\$0.00	\$980.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$244.22	\$0.00	\$0.00	\$1,224.47	102%
Maintenance Operations	Staff Recruitment	\$300	\$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	Safety Equip/Supplies	\$1,100	\$0.00	\$380.26	\$0.00	\$0.00	\$118.48	-\$10.98	\$112.34	\$0.00	\$0.00	\$0.00	\$600.10	55%
Maintenance Operations	Maintenance Payroll	\$163,000	\$11,471.58	\$11,471.58	\$11,471.58	\$11,471.58	\$17,207.37	\$11,471.58	\$11,471.58	\$11,471.58	\$11,471.58	\$11,471.58	\$120,451.59	74%
Maintenance Operations	Pool Tech	\$63,000	\$2,802.55	\$2,817.23	\$3,048.98	\$3,335.68	\$5,726.84	\$5,481.37	\$5,061.16	\$4,038.96	\$4,917.73	\$5,307.72	\$42,538.22	68%
Maintenance Operations	Payroll Taxes	\$15,000	\$999.15	\$973.41	\$941.93	\$932.98	\$1,414.32	\$957.65	\$958.65	\$955.52	\$926.15	\$920.60	\$9,980.36	67%
Maintenance Operations	Computer/Softwar	\$1,800	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,496.00	\$86.59	\$0.00	\$1,582.59	88%
Maintenance Operations	Tools/Supplies	\$6,000	\$1,656.33	\$86.71	\$416.42	\$196.24	\$277.47	\$2,359.60	\$0.00	\$127.54	\$59.94	\$24.59	\$5,204.84	87%
Maintenance Operations	Office Furniture	\$500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$214.34	\$0.00	\$0.00	\$214.34	43%
Maintenance Operations Total		\$254,900	\$17,036.78	\$17,062.92	\$16,013.86	\$16,098.63	\$24,940.20	\$20,259.22	\$17,749.15	\$18,873.16	\$18,020.86	\$17,890.43	\$183,945.21	72%
HOA Operations	Office Supplies	\$8,000	\$953.50	\$2,753.57	-\$433.89	\$278.98	\$468.92	\$1,031.59	-\$1,852.82	\$2,060.81	\$857.15	\$322.51	\$6,440.32	81%
HOA Operations	Fraud Clearing Account	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,888.30	\$0.00	-\$1,888.30	\$0.00	\$0.00	\$0.00	#DIV/0!
HOA Operations	Equip & Maintenance	\$13,000	\$300.75	\$847.73	\$155.82	\$995.13	\$162.19	\$231.01	\$163.00	\$1,136.32	\$463.63	\$2,790.56	\$7,246.14	56%
HOA Operations	HOA Owned Vehicle Expense	\$7,000	\$200.59	\$208.48	\$575.54	\$244.28	\$301.93	\$249.16	\$308.67	\$352.81	\$316.96	\$287.38	\$3,045.80	44%
HOA Operations	Postage	\$15,000	\$2,389.06	\$1,505.56	\$434.92	\$449.92	\$1,173.73	\$3,058.90	\$325.31	\$491.88	\$962.61	\$387.00	\$11,178.89	75%
HOA Operations	Web Operations	\$2,000	\$102.85	\$185.95	\$67.00	\$67.00	\$818.18	\$107.74	\$64.08	\$613.33	\$145.82	\$144.85	\$2,316.80	116%
HOA Operations	Printing	\$2,000	\$1,286.96	\$0.00	\$0.00	\$0.00	\$72.61	\$87.68	\$0.00	\$0.00	\$101.76	\$0.00	\$1,549.01	77%
HOA Operations	HOA Meetings	\$3,500	\$0.00	\$258.54	\$479.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,824.00	\$2,561.97	73%

Total Capital Budget Projects **\$176,300.00** **\$128,912.06**

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

**Circle C Landscape
Board Report
November 2018**

Weather

General: Winter arrived early with the first freeze on Nov 13-14
Rainfall Total: 1.7 inches
Temperature: high 86, low 29, average 56 degrees
Major Events: COA enforced water restriction was lifted for outdoor watering on Nov 13
October was a record breaking month for rainfall

Maintenance Services

General: Weekly Mowing Throughout
Bed Weeding: all entrances, all areas checked and cleaned
Ant Treatment: all parks, pools, along sidewalks *additional ant treatment
Complete: All Perennial and Shrub Trimming will be needed after rains
Underway: Heavy mowing and weeding due to extra growth from rainfall

Outlying Areas

General: CCCC Filter Pond, mowed & cleaned
Outlying postal areas, karsts, greenbelts have been trimmed and cleaned
Complete: 3x per year park & greenbelts mow
(includes Circle C Park, Sierra Ridge Greenbelt, Back Bay greenbelt,
South Bay Greenbelt, Antigo cul-de-sac, and SH45/Spruce Canyon filter pond)

Irrigation

General: All controllers were turned off Sept 10, doublechecks were turned off Oct 23
COA enforced water restrictions were in effect Oct 22 - Nov 13

Inspection: Circle C Landscape prepared six irrigation areas that are required to have irrigation inspections, contracted and supervised the outside inspector and ensured that all inspections are performed according to COA regulations.

Trees: We Love Trees removed dead trees in Avana, on LaCrosse and trimmed trees on median at Escarpment north of MoPac.

Holiday Lights: Holiday Lights are up and running!!! Happy Holidays!

Capital Improvements

***Capital Improvements were delayed due to heavy and consistent rain in October. as well as COA water restrictions which were lifted on November 14

Cornerstone Revision and Repair due to erosion

Redesigned area to address steep slope and continuing erosion problems.
Rewire and revise irrigation wiring and install new drip
Install plant beds at planting areas
Install 30 tons rock work to reroute drainage
Install 4 pallettes Palisades zoysia

LaCrosse Corners at Dahlgreen

Removed overgrown and old vegetation
Installed new valves and drip irrigation
Install new plants per design palette

Upcoming

South Bay Post Office	rock work
Doswell Median	reversion
Doswell Side Strips	install rock work

Slaughter/Escarpment

The turf installation is delayed due to the pending issue with AT & T and the main line relocation
This area is also waiting on final design for Slaughter-Escarpment monument locations to be verified

Construction Activities--Ongoing and New

Greyrock--Ongoing SH 45 construction
CCL reviewed locations for new PEC electric poles by signage
Once installed, this location will require new irrigation

Avana--Bernia
Irrigation Wiring and Main Lines--Complete
Spectrum has dug in three areas that will need repair
Drip repairs are outstanding
Corner repairs/new turf and rock areas are outstanding

Muirfield--CVS
Irrigation and main lines have been set and repaired behind gate
CVS is to remove some of the Bermuda grass they installed without irrigation to allow new drip and Palisades zoysia to be restored at the entry along with plant replacement for plants destroyed during construction.
An irrigation repair is also needed at the remaining Bermuda grass.

Slaughter/MoPac
Gate valve with main line to median will be capped.
Bore to be installed by TxDot. CCL marked location

Slaughter Escarpment
Main line to be relocated to accommodate AT & T box after Karen consults with ATT

Circle C North Pipeline Area

The pipeline inspectors created deep ruts in the mowing areas that are holding water and preventing appropriate mowing. Karen is working with them on a repair.

MoPac -LaCrosse

Area still under construction.
Will need repairs

Wildflower Park

Front area has sustained significant damage and will need major repair

Consultations

Greyrock

Assisted Living and Daycare

Clayton met with developers to discuss plans for relocating/revising irrigation for their project.

Escarpment

Hitchcock Design Escarpment Loop

Clayton and Susan met with Hitchcock Design Group and Karen to provide technical advice, plant selection and specific problems in the Escarpment corridor.

This is a series of meetings to include irrigation and design issues particular to this area.

Circle C Aquatics

October 2018

Fall Hours Aug 20-Oct 14
Winter Hours Oct 15- Dec19

Facility Usage	<i>Resident Entries</i>	<i>Guest Entries</i>	<i>Total Entries</i>
Swim Center	1,493	53	1,546
Community Center			0
Avaña			0
Greyrock			0
Totals	1,493	53	1,546

Member Stats	<i>Households</i>	<i>Individuals</i>	<i>Average / Household</i>
Homeowners	5,244	16,965	3.24
Renters	361	1,408	3.90
Totals	5,605	18,373	3.28

Revenue	
Programs	\$ 8,758
Swim Team	\$ 9,711
Guest Fees	\$ 144
Area Reservations	\$ 0
Facility Rentals	\$ 1,110
Lane Rentals	\$ 3,350

Program Enrollment	
Select Swim Team	64
Masters	10
Group Swim Lessons	0
Private Swim Lessons	3
Water Aerobics	10
Lifeguard Certification	0
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	Austin Water Polo, Deams of Hope, AISD, Elli Overton/Collins Hope
Food Trailer Night	Friday August 14
Dive-In Movie	

Incidents	October 2018	Year-to-Date
Swim Center	0	39
Community Center	0	5
Avaña	0	6
Greyrock	0	0
Totals	0	50

Water Rescues	October 2018	Year-to-Date
Distressed	0	6
Simple Assist	0	2
Active Surface	0	8
Active Submerged	0	0
Passive Surface	0	0
Passive Submerged	0	0
Totals	0	16

Incident Types	October 2018	Year-to-Date
Water Rescues	0	16
Injuries	0	27
Sudden Illness	0	3
Patron Behavior	0	4
Suspension / Expulsion	0	1
EMS / 911 Callout	0	0
Break-In / Vandalism	0	4

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

All is going well in maintenance. Outlying pool facility winterizations has been completed. Electrical repairs for Holiday Lighting have been completed. All pool water fills are back in use as city lifted ban for commercial pools.

SWIM CENTER COMPOUND

- Routine Maintenance has been completed
- Minor Equipment and Facility Repairs Made
- All winterization completed
- Two security cameras have been replaced
- Coping Repairs on Comp Pool completed

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- Replaced Outdoor Camera Server

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
- Electrical Repairs for Holiday Lighting Completed

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

[Type here]

November 7, 2018

TO: CCHOA Board of Directors

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

CC: Karen Hibpshman, CCHOA Manager

RE: Schematic Design for Slaughter/Escarpment Entry by Trent Rush, Hitchcock Design Group

1. Trent Rush and Hitchcock Design Group provided design materials and representation entry monument signage ideas to gather input from Circle C residents. Residents were given 'green dots' to indicate their preferences and choices. The public input was collected at the Circle C Community Center for approximately 5 weeks in September and October, 2018. Special effort was made to have the design boards available on a weekend and after hours. Additionally, the final input was collected at Food Trailer Night on October 12, 2018.
2. The ACC met on October 22, 2018 to discuss the public input. Both materials choices and structural design choices were noted. Trent and Hitchcock Design Group then presented a schematic design to the ACC.
3. The design was reviewed both in terms of how it visually looked on its own merit, and if it met the goals of what was expressed in the neighborhood input exercise. The initial design was very well received, and one modification was requested by the Committee. That was to increase the height of the main feature in accordance to the predominant input from the residents to have a taller, tower like structure.
4. Trent was able to accomplish this request and the design has been enthusiastically approved by the ACC. The ACC felt that the design accomplishes several goals:
 - It will provide a modernized sustainable design for the entry most often used and/or seen by the majority of Circle C residents
 - The design incorporates a gate-like entry feature with additional low walls. It preserves the existing rounded entry, uses the mature crepe myrtles as backdrop, balances the intersection and uses a green grass foreground for a clean look.
 - The design provides a significant branding opportunity, and meets the high standard that Circle C residents expect. This entry will appear in many photos over the years; it will feature the Circle C Logo and stand for all that is great about our neighborhood. It creates a sense of place, identifiable to all who live and visit here.
 - The design incorporates a night lighting component that is very subtle, compliments the existing back lit Escarpment Village signage, and welcomes neighbors at any hour of the day or night.
 - The materials are representative and reminiscent of the Texas Hill Country, emphasizing Circle C's ability as a very large neighborhood to retain its ties to its original rural ranch setting.

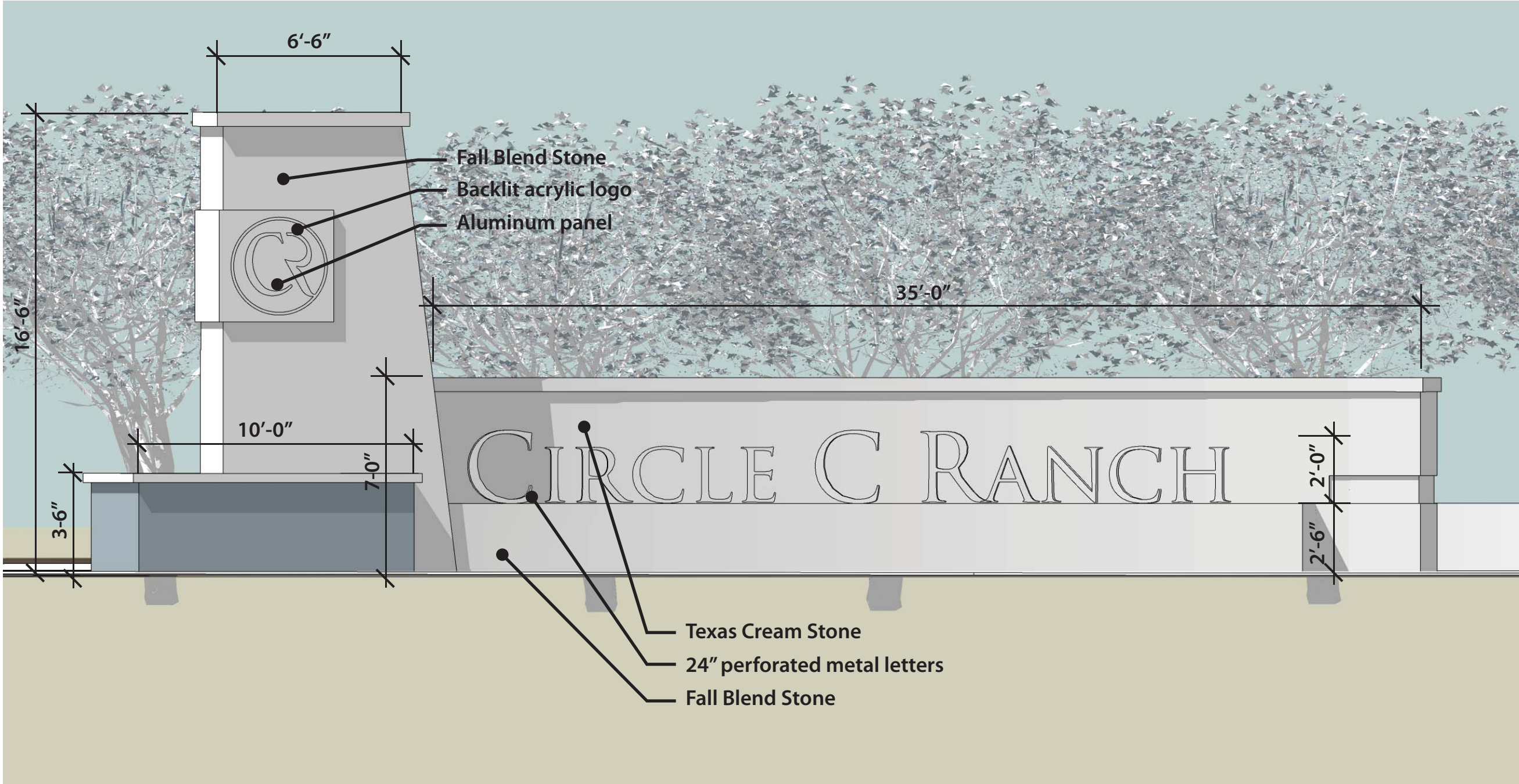


CIRCLE C RANCH

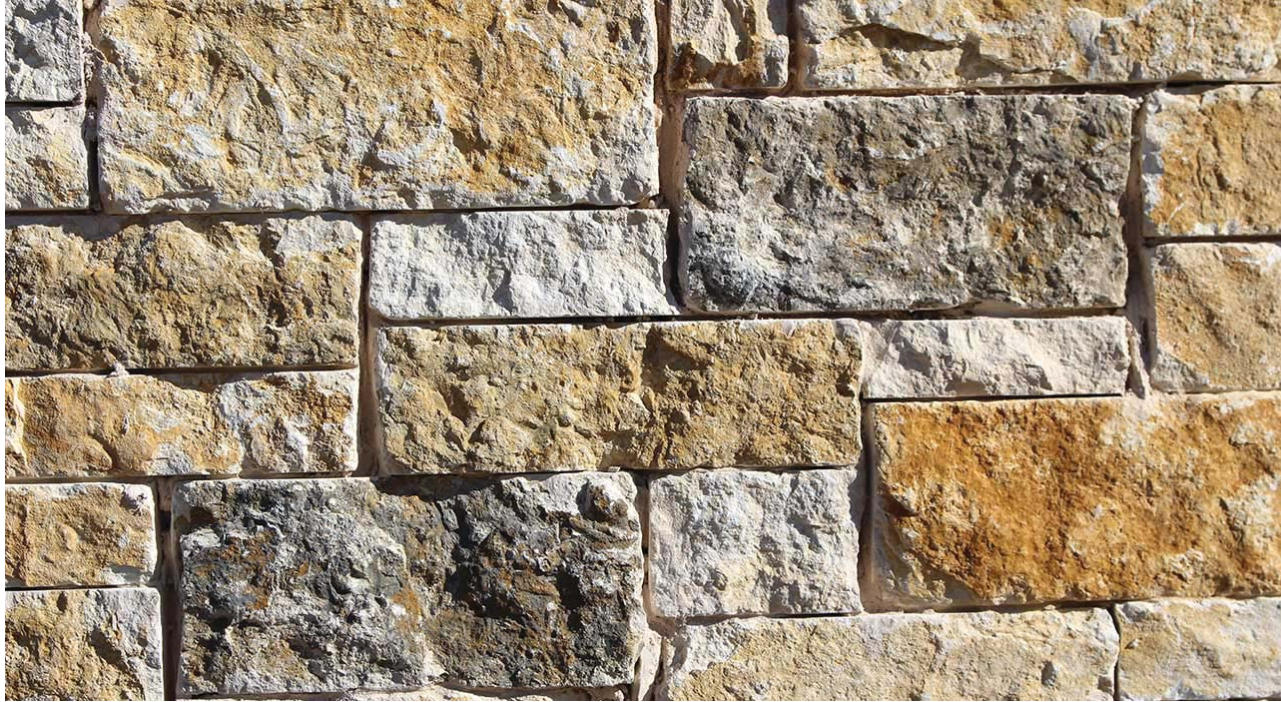
SCHEMATIC DESIGN PACKAGE

PREPARED FOR CIRCLE C RANCH HOA // NOVEMBER 02, 2018

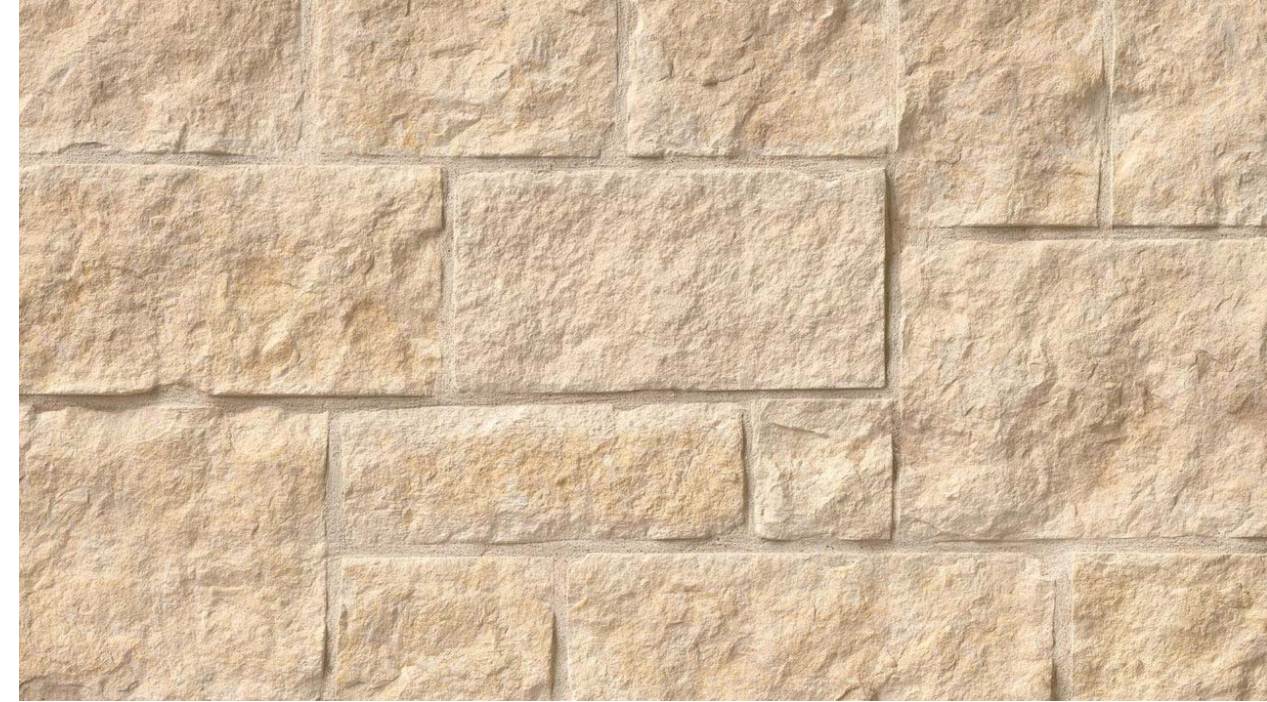




Sign Wall Detail



Fall Blend Stone



Texas Cream Stone



Site Plan



Proposed Entry Sign
Escarpment Boulevard Improvements
 Austin, Texas



ISSUE DATE: OCTOBER 2018
 All drawings are preliminary and subject to change.
 © 2018 Hitchcock Design Group



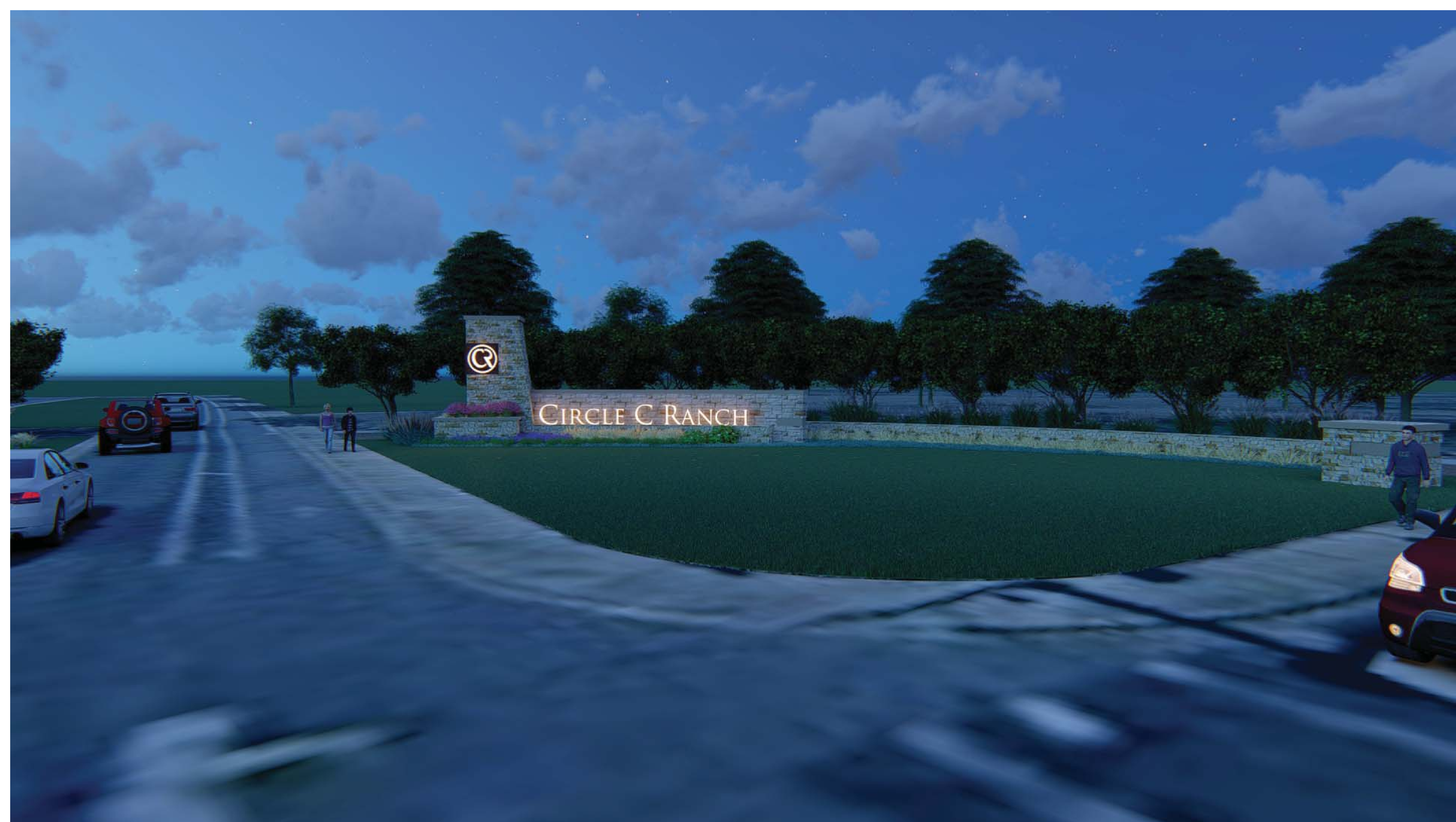
Proposed Entry Sign

Escarpment Boulevard Improvements

Austin, Texas

ISSUE DATE: OCTOBER 2018
All drawings are preliminary and subject to change.
© 2018 Hitchcock Design Group





Proposed Entry Sign - Night

Escarpment Boulevard Improvements

Austin, Texas

ISSUE DATE: OCTOBER 2018
All drawings are preliminary and subject to change.
© 2018 Hitchcock Design Group





November 19, 2018

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

RE: Circle C Ranch – Entry Signage Construction Documents

Dear Karen,

Thank you for asking Hitchcock Design Group (HDG) to submit this proposal for your Circle C Entry signage project. We appreciate the opportunity to continue providing services to you and the Circle C Home Owners Association.

PROJECT UNDERSTANDING

Based on our discussions with you, we understand that the Circle C Home Owners Association would like to document and construct the proposed entry signage at Slaughter Lane and Escarpment Blvd. (schematic design drawings dated Nov 2, 2018 by HDG). The budget for the overall project is \$150,000.

SCOPE OF SERVICES

During Final Design, we will prepare Final Hardscape Construction Documents, including drawings and specifications that will be used to permit and competitively bid and construct the improvements.

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

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

PROFESSIONAL FEES

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

Final Design Services	\$17,100
<i>Survey (entry area \$5,300 4Ward Surveying)</i>	
Construction Documentation Phase	
Permitting Phase	
 Construction Phase Services	 \$2,400
Construction Observation	
Contract Close-out	
 Total Professional Services:	 \$19,500

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

1601 Rio Grand Street
Suite 452
Austin, Texas 78701
512.770.4503

hitchcockdesigngroup.com



November 19, 2018
Circle C Home Owners Association – Entry Signage Construction Documentation
Page 2

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. Structural engineering will be provided by Green Earth Engineering. Fees for area survey and Structural Engineering are included in the above fee.

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

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

Sincerely,
Hitchcock Design Group

Trent Rush
Senior Principal



Scope of Services

Entry Signage Construction Documentation

FINAL DESIGN SERVICES

A. Construction Documentation Phase

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

Process: Hitchcock Design Group will:

1. Using updated base maps and survey being prepared as part of this project, finalize **Landscape Construction Drawings and Specifications** that will be used to bid and construct the approved landscape improvements including:
 - a. Two (2) 16'-6" towers (aluminum box panel with illuminated logo)
 - b. 7'-0" sign wall with aluminum box letters (internally lit)
 - c. 30" tall low limestone wall (approx. 230lf)
 - d. One (1) 5'-0" tall end column
2. (Mtg #1) Review the documents with the Owner.
3. Revise the documents as may be appropriate.
4. (Mtg #2) Review the documents with Owner.
5. Revise and submit final Landscape Construction Drawings and Specifications to the Owner.

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

B. Permitting Phase

Objective: The objective is to obtain the required permits.

Process: Following approval of the Construction Documentation Phase, the Hitchcock Design Group team will:

1. **Submit Building Permit Documents** as required to the respective regulatory agencies.
2. Communicate with you as necessary to **Discuss Review Letter(s)** received from regulatory agencies.
3. **Make One (1) Set of Authorized Revisions** to the appropriate Permit Documents and resubmit to the respective regulatory agencies.

Deliverables: **Permit Documents, Revisions**



C. Bidding and Negotiation Phase

Objective: Help the Developer select a qualified contractor to construct the landscape improvements.

Process: Hitchcock Design Group will:

1. Recommend reputable contractors for consideration.
2. Answer questions and issue **Written Addenda**, when appropriate, to all bidders regarding changes to or clarifications of the Contract Documents.
3. Review the bids and prepare a **Landscape Bid Tabulation** and **Landscape Contract Award Recommendation**.

Deliverable: **Written Addenda, Landscape Bid Tabulation, and Landscape Contract Award Recommendation** (PDF) for Developer use and reproduction

CONSTRUCTION PHASE SERVICES

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

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

A. Observations

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

Process: During construction, Hitchcock Design Group will:

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

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

B. Contract Close-out

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

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

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

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

OPTIONAL ADDITIONAL SERVICES

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

LEASE

Basic Terms

Date: November 28, 2018

Landlord: Circle C Homeowners Association, Inc.

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

Tenant: Circle C Landscape, LLC

Tenant's Address: 5919 La Crosse Avenue, Suite 200
Austin, Texas 78739

Premises: CCHOA Office Building 5919 La Crosse, Avenue, Suite 200, approximately 140 square feet; time clock area in entry space and use of bathroom.

Term (months): 12, with a one (1) year renewal option

Commencement Date: January 1, 2019

Termination Date: December 31, 2019

Base Rent (quarterly): \$18.90 per square foot for the interior space of 140 square feet totaling \$661.50 per quarter.

Permitted Use: landscape 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, Jan 15, Apr 15, Jul 15 and Oct 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.**

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.

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2. Unreasonably withhold consent to a proposed assignment or sublease.

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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.

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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: _____

CIRCLE C LANDSCAPING, LLC

By: _____

Printed Name: Clayton Hoover

Title: Circle C Landscape, LLC President

Date: _____

LEASE

Basic Terms

Date: November 28, 2018

Landlord: Circle C Homeowners Association, Inc.

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

Tenant: Circle C Landscape, LLC

Tenant's Address: 5919 La Crosse Avenue, Suite 200
Austin, Texas 78739

Premises: CCHOA Community Center Building, 7817 La Crosse, Avenue;
approximately 187.5 square feet

Term (months): 12, with a one (1) year renewal option

Commencement Date: January 1, 2019

Termination Date: December 31, 2019

Base Rent (quarterly): \$31.97 per square foot for the interior space of 187.5 square feet
totaling \$1498.71 quarter.

Permitted Use: landscape 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, Jan 15, Apr 15, Jul 15 and Oct 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.**

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.

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