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

I. Roll Call

II. Acceptance of Agenda

III. Acceptance of October 27, 2021 board meeting minutes *Trinh Bartlett*

IV. Homeowner Forum *(3 min each)*

(Homeowners may sign up to speak for the Homeowners Forum by calling the HOA manager at 512-288-8663 or sending an email to info@circlecranch.info at least a week before the meeting, in writing. Members will be given 3 minutes to address the board. The Board will send a reply through the HOA Office after the meeting.

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. Escarpment Loop Project
   b. CCN Project – Update
   c. CCCC Pool Replaster bid
   d. Annual Meeting/Ballot Items/Nominations
   e. Annual Financial Report to the members

VII. Action Items
   a. Annual Meeting Date
   b. 2022 Assessment Rate
   c. 2022 Draft Budget
   d. Conflict of Interest Policy
   e. ACC Appointment – Casey Giles

VIII. Adjourn Public Meeting

IX. Executive Session

   a. Legal
   b. Deed Restriction Enforcement
   c. HR

Attachments

1. Oct 2021 Board Meeting Minutes
2. General Report (including YTD Financials)
3. Landscape Report
4. Aquatics Report
5. Maintenance Report

Circle C Homeowners Association
Board Meeting Minutes
October 27, 2021

1. The CCHOA Board of Directors convened on October 27, 2021, via video conferencing (Zoom). Russ Hodes called the meeting to order at 6:30 p.m. In attendance were board members Russ Hodes, Michael Chu, Theresa Bastian, Jason Bram and Trinh Bartlett. Stephen Bega joined at 6:50pm. Natalie Placer-McClure joined at 7:14pm. CCHOA Manager Karen Hibpshman (HOA Manager), Marnie McLeod (Assistant Manager), Brody McKinley (Aquatics Director) and Robert Bardeleben (Facilities Coordinator) were present.

2. Russ presented the October 27, 2021 agenda. Jason motioned to approve the agenda as written. Michael seconded the motion. All were in favor and the motion passed.

3. Russ introduced the Homeowner Forum. No Homeowners signed up for the Homeowner Forum.

4. Karen provided the management report and the YTD Financials.

5. Karen presented the landscaping report.

6. Brody presented the aquatics report.

7. Robert presented the maintenance report.

8. The first discussion item was Escarpment Loop Project. We don't have an update on this but everyone has had a property tour. Jason did have a meeting and there is still the discussion on whether to do it all at once or to bid it out in smaller chunks. Jason will start an email thread and talk to Stephen about it.

9. The second discussion item is the Conflict-of-Interest Policy. Trinh went through the policy and she found the one that is enclosed in the Board Packet for Best Practices of an HOA. Michael asked what happens if a Board member does not sign. Karen will need to work with Patty on this question for clarification. Russ thanked Trinh for her work on this and it will be an action item for the next board meeting

10. The third discussion item is the 2022 Draft Budget. Karen presented the 2022 Draft Budget. There are 3 budgets being presented. The 1st budget shows no increase, the 2nd budget shows an increase of $10 and the 3rd budget shows a 4.8% increase in assessments. Trinh asked about salary increases and where are those reflected. Karen explained that the payroll numbers are the employee salaries. We have 9 full time employees and can easily have 100+ seasonal staff.

    Michael stated that some of the line items have stayed the same from the 2021 Budget. Historically, Circle C did make any reserve transfers into the reserve account. As the

community ages, we have larger and larger projects that are not possible to cover in the operating expenses. We have scheduled reserve transfers to help build the reserve account which will help to cover those larger expenses. Last year, we transferred $285,000 to the reserve account. We need to fund the reserve account to cover emergency expenditures like the recent snowstorm or the Escarpment Loop Project which is around 3.3 million. Michael things we need to do a 4.8% increase in assessments to properly fund the reserves and future projects.

Theresa asked if we could consider a one-time assessment. Michael stated it would take a special vote of the membership for a one-time assessment. It would be better to take out a loan to fully spread out the cost to everyone would be the fairest to everyone. It is possible for an HOA to reduce assessments in the future.

Karen will set up a workshop with the board members to answer any questions. Michael welcomes a workshop to go over the draft budget line-by-line. He is concerned about what future board members will do for the budget. We have a massive project that is looming and unusual. Theresa asked why we would try to avoid a special assessment. Russ, the general philosophy among HOA's is that when you have to have a special assessment, it means you didn't do the budgeting correctly. Natalie stated our dues are comparatively less than other neighborhoods. We had the bids for Escarpment Loop which showed the project would be 2.7M and it increased to 3.5M, now it is probably around 5M.

Michael stated that is we do a 4.8% increase this year and keep going at that level, we will be in a healthy position. Jason: Years ago, the assessments weren't increased to prepare for the infrastructure and now we are having to catch up. Karen: For a special assessment, it must be approved by 2/3 of the residents. An email has been sent to the board to set up a budget workshop.

11. The fourth discussion item is the Annual Meeting Notice/Update. Spring Break is March 14-18. The newsletters have been late reaching the residents so we could push the Annual Meeting to the 4th week in March. Natalie and Michael both stated that they will not be running again. Setting the Annual Meeting date will be an action item at the next meeting.

12. The fifth discussion item was the CCN project. We are working with the City of Austin on the permits. So far there have not been any hiccups and we are still waiting for fire and environmental to sign off. Currently working to get bids for the irrigation and landscape design. Once we have those, we will be able to hold a townhall with the residents.

13. The first action item is the November board meeting date. Karen asked if December 8th works for everyone. Natalie motioned that we hold the November board meeting on December 8th. Trinh seconded the motion. All were in favor and the motion passed.

14. The second action item was the Circle C Landscaping Office Lease. Karen explained that the landscaping office is located in the main mail center area. We are at the top of the square footage amount for this type of location. The lease is for $18.90 sq. ft which works out to $661.50 per quarter. Jason motioned to approve the lease as is. Theresa seconded the motion. All were in favor and the motion passed.

15. The third action item was the Café Lease. Karen did include a 4.8% increase in the rent. The café is starting to pick up more and they are continuing the dinner specials. Natalie said this is an amenity to the homeowners. Natalie motioned to approve the lease as is. Michael seconded the motion. All were in favor and the motion passed.

16. The fourth action item was the Architectural Review Contract. Karen explained how Susan interacts with the ACC Committee, reviews guidelines and ensures that they fall within State Statues. The HOA retains 25% of the review fee and Susan is paid the remaining 75%. Russ asked if there was an increase in the ACC fees. Karen, no, the fees were not increased this year, we increased the fees last year. Michael motioned to approve the contract as written. Theresa seconded the motion. All were in favor and the motion passed.

17. Jason motioned to adjourn the Public Meeting at 8:03 pm. Natalie seconded the motion. All were in favor and the motion passed.

18. The Board went into executive sessions at 8:05 pm to discuss the Legal and Deed Restriction Enforcement. No votes or actions were taken. The Board adjourned the executive session at 8:27 pm.

Circle C Homeowners Association
Manager's Report
October 25, 2021 – December 3, 2021

Violation Report (October 25th, 2021 – December 3rd, 2021)

177 Violations

- 120 (607.8%) Rubbish and Debris
- 28 (15.82%) Front Yard Maintenance
- 4 (2.26%) Architectural
- 4 (2.26%) Vehicle Storage
- 10 (5.65%) Repair of Exterior Damages
- 4 (2.26%) Exterior Lighting
- 2 (1.13%) Fencing
- 5 (2.82%) Maintenance

177 Violations by Stage

- 156 (88.13%) stage 1/cooperative letters
- 19 (10.73%) stage 2 letters
- 2 (1.12%) stage 3 letters

177 Violation Updates/Creates

- 43 (24.29%) Closed
- 113 (63.84%) New
- 18 (10.17%) Escalated
- 3 (1.69%) Re-Opened
- 2 (1.651%) Attorney

Administration

38 New Homeowner Packets mailed October 18th – November 19th

Financial

AP checks were signed November 19th with Terri Giles

Upcoming Special Events

Dec 24th – 26th – Closed for Christmas
Dec 31st – Jan 2nd – Closed for New Years
Jan 15th – Holiday lights should be removed
January 26th – Board Meeting

Project/Updates

- Community Center Reservation. We are keeping the reservation capacity of 50% especially in light of the recent uptick in COVID.
- We had a second round of tree trimming/removal done throughout the community. One tree on Slaughter Lane across from Wells Fargo did require a permit for removal. We removed an additional 8 trees and trimmed others that had dead wood up in the trees that created safety issues for vehicles/pedestrians. There will be additional health pruning and possible removal of trees as we go into 2022.
- Work by Savage Landscaping started the repairs caused by the damage done by AISD. We did one walk-thru of the construction areas and had a complete irrigation check done. There are areas that they still need to address and they need to complete the Lot 44 repairs
- The phones at the Swim Center have been changed. The new number is 512-363-5578.
- Website has been updated and it has been included in the blast emails.
- The Circle C Ranch HOA Facebook page is live and has been very easy to update.
- OHAN (Oak Hill Association of Neighborhoods). CCHOA has been a part of OHAN for many years and is made up of other neighborhoods that are located in District 8. Claudia Corum (Circle C Resident) has been Circle C's representative for the last several years.
- Approximately on Nov 27/28, the mailboxes on Hansa Loop and Tollesboro Cove were vandalized. Reported this to the Oak Hill Post Office on Nov 29th for repair. Blast email was sent and also posted on the Facebook page. It appears that only the outgoing mailbox slots were damaged.
- The Cove @ Circle C Access Agreement was signed and have been recorded. Billing for the 2nd assessment was sent for a total of $2,109.00 – not received yet.

- **Capital Projects**

2021 Capital Budget Projects include:

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

Escarpment Loop Project	Not Started
Circle C North Improvements	Information has been submitted to the City for the permits.
Monument Landscaping	Grass is being installed
Construction Repairs	Repairs due to construction have been done at Bernia, Trissino, Slaughter, La Crosse, Escarpment and Archeleta.

Current or Future Projects

- ❑ Irrigation Infrastructure
- ❑ Signage
- ❑ Monuments
- ❑ Landscape Prep
- ❑ Expansion of CCCC pool
- ❑ Phase II
- ❑ Additional Playgrounds/shade covers (All have shade structures except for GreyRock)

2021 CCHOA INCOME BUDGET

Category	Subcategory	2021 Budget	Jan-20	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Totals	%
Homeowner Income	Homeowner Dues	$4,000,000	$44,204.58	$965,187.64	$732,392.52	$133,337.92	$178,506.45	$80,831.45	$1,244,501.83	$478,233.54	$112,777.31	$126,869.61	$4,096,842.85	102%
Homeowner Income	Resale Certificates	$78,075	$5,175.00	$5,850.00	$8,100.00	$9,900.00	$9,000.00	$6,525.00	$8,325.00	$7,875.00	$6,300.00	$4,500.00	$71,550.00	92%
Homeowner Income	Transfer Fees I0come	$61,250	$4,200.00	$1,925.00	$5,600.00	$6,125.00	$6,475.00	$9,975.00	$4,900.00	$6,475.00	$5,075.00	$3,675.00	$54,425.00	89%
Homeowner Income	Late Fees Collected	$20,000	$2,040.63	$3,026.81	$3,383.31	$2,285.46	$4,854.79	$3,141.71	$3,508.37	$2,019.85	$2,826.14	$4,819.75	$31,906.82	160%
Homeowner Income	Lien Admin Fees Income	$420	$189.06	$126.00	$168.00	$28.00	$42.00	$56.00	$68.00	$42.00	$28.00	$70.00	$817.06	195%
Homeowner Income	Filing Fee Income	$1,680	$714.00	$504.00	$712.54	$163.67	$145.79	$232.66	$273.34	$168.00	$112.00	$280.00	$3,306.00	197%
Homeowner Income	NSF Charges	$100	$0.00	$0.00	$50.00	$0.00	$0.00	$0.00	$25.00	$0.00	$25.00	$0.00	$100.00	100%
Homeowner Income	Collection Fee Income	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!
Homeowner Income Total		**$4,161,525**	**$56,523.27**	**$976,619.45**	**$750,406.37**	**$151,840.05**	**$199,024.03**	**$100,761.82**	**$1,261,601.54**	**$494,813.39**	**$127,143.45**	**$140,214.36**	**$4,258,947.73**	102%
Architectural Review Income	Architectural Review I0come	$10,000	$4,255.00	$1,255.00	$2,380.00	$2,270.00	$1,400.00	$1,640.00	$1,240.00	$1,595.00	$1,210.00	$2,180.00	$19,425.00	194%
Architectural Review I0come Total		**$10,000**	**$4,255.00**	**$1,255.00**	**$2,380.00**	**$2,270.00**	**$1,400.00**	**$1,640.00**	**$1,240.00**	**$1,595.00**	**$1,210.00**	**$2,180.00**	**$19,425.00**	194%
Rental Income	Office Rent	$14,400	$2,193.28	$0.00	$2,646.00	$0.00	$1,750.35	$0.00	$0.00	$1,834.11	$0.00	$0.00	$8,423.74	58%
Rental Income	Grill Rent	$6,300	$262.50	$0.00	$1,313.25	$0.00	$525.30	$1,050.60	$525.30	$525.30	$525.30	$525.30	$5,252.85	83%
Rental Income Total		**$20,700**	**$2,455.78**	**$0.00**	**$3,959.25**	**$0.00**	**$2,275.65**	**$1,050.60**	**$525.30**	**$2,359.41**	**$525.30**	**$525.30**	**$13,676.59**	66%
Aquatics Income	Pool Programs	$85,000	$3,383.00	$0.00	$1,170.00	$2,250.00	$2,680.00	$8,684.00	$12,267.00	$1,197.00	$2,367.00	$1,859.00	$35,857.00	42%
Aquatics Income	Pool Programs - Swim Team	$107,500	$9,840.00	$0.00	$4,865.00	$6,415.00	$7,140.00	$5,418.50	$2,609.00	$13,137.50	$15,097.50	$14,082.50	$78,605.00	73%
Aquatics Income	Facility Income	$37,500	$3,605.32	$0.00	$0.00	$254.00	$3,423.76	$1,411.24	$2,729.95	$1,273.40	$1,046.00	$2,314.00	$16,057.67	43%
Aquatics Income Total		**$230,000**	**$16,828.32**	**$0.00**	**$6,035.00**	**$8,919.00**	**$13,243.76**	**$15,513.74**	**$17,605.95**	**$15,607.90**	**$18,510.50**	**$18,255.50**	**$130,519.67**	57%
CCCC Income	CCCC Facility Rentals	$40,000	$5,510.75	$320.00	$285.00	$250.00	$900.00	$11,385.00	$2,730.00	$5,315.00	$760.00	$4,715.00	$32,170.75	80%
CCCC Income Total		**$40,000**	**$5,510.75**	**$320.00**	**$285.00**	**$250.00**	**$900.00**	**$11,385.00**	**$2,730.00**	**$5,315.00**	**$760.00**	**$4,715.00**	**$32,170.75**	80%
Landscape Reimbursements	Stratus Reimb	$97,000	$0.00	$0.00	$0.00	$0.00	$48,500.00	$0.00	$0.00	$48,500.00	$0.00	$0.00	$97,000.00	100%
Landscape Reimbursements	COA Reimb	$17,600	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,600.00	$0.00	$17,600.00	100%
Landscape Reimbursements Total		**$114,600**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$48,500.00**	**$0.00**	**$0.00**	**$48,500.00**	**$17,600.00**	**$0.00**	**$114,600.00**	100%
Miscellaneous	Interest Income	$15,000	$1,049.41	$143.92	$297.43	$387.85	$436.15	$434.57	$416.35	$515.80	$444.63	$454.77	$4,580.88	31%
Miscellaneous	Sales Tax Discount	$0	$1.13	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1.13	
Miscellaneous Total		**$15,000**	**$1,050.54**	**$143.92**	**$297.43**	**$387.85**	**$436.15**	**$434.57**	**$416.35**	**$515.80**	**$444.63**	**$454.77**	**$4,582.01**	31%
Rowell Reimbursement	The Rowell HOA	$60,000	$26,184.40	$0.00	$0.00	$0.00	$47,400.13	$0.00	$0.00	$48,349.12	$0.00	$0.00	$121,933.65	203%
The Rowell Total		**$60,000**	**$26,184.40**	**$0.00**	**$0.00**	**$0.00**	**$47,400.13**	**$0.00**	**$0.00**	**$48,349.12**	**$0.00**	**$0.00**	**$121,933.65**	203%
Grand Total		**$4,651,825.00**	**$112,808.06**	**$978,338.37**	**$763,363.05**	**$163,666.90**	**$313,179.72**	**$130,785.73**	**$1,284,119.14**	**$617,055.62**	**$166,193.88**	**$166,344.93**	**$4,695,855.40**	101%

2021 CCHOA EXPENSE BUDGET

Category	Subcategory	2021 Budget	Jan-20	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Totals	%
Commons Area Services	Landscape Maint Contract	$1,299,959	$102,867.33	$108,300.24	$108,300.24	$108,300.24	$108,300.24	$108,300.24	$108,300.24	$108,300.24	$108,300.24	$108,300.24	$1,077,569.49	83%
Commons Area Services	Contract Landscape SC	$33,426	$2,652.88	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$27,722.65	83%
Commons Area Services	Contract Landscape CCCC	$33,426	$2,652.88	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$2,785.53	$27,722.65	83%
Commons Area Services	Contract Landscape AV	$23,703	$1,881.23	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$19,658.84	83%
Common Area Services	Contract Landscape GR	$23,703	$1,881.23	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$1,975.29	$19,658.84	83%
Common Area Services	Common Area Holiday Lighting	$48,288	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Commons Area Services	2016 Land Additions	$5,000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,500.00	$3,500.00	70%
Commons Area Services	Landscape Repairs	$80,000	$0.00	$10,698.00	$10,592.34	$11,398.00	$14,085.74	$12,313.00	$11,125.66	$12,285.94	$14,560.10	$10,774.04	$107,832.82	135%
Commons Area Services	Landscape Water Utilities	$255,000	$5,771.47	$6,099.24	$4,336.95	$3,383.14	$7,243.18	$6,163.37	$16,039.59	$56,383.52	$41,187.66	$45,748.88	$192,357.00	75%
Commons Area Services	COA Water Utility Compliance	$8,000	$0.00	$3,570.00	$0.00	$0.00	$0.00	$2,750.00	$0.00	$0.00	$0.00	$0.00	$6,320.00	79%
Common Area Services	Landscape Electric Utilities	$36,000	$2,861.21	$2,724.28	$2,581.38	$2,562.28	$2,645.96	$3,143.40	$3,217.84	$3,123.85	$2,807.20	$2,846.32	$28,513.72	79%
Common Area Services	Tree Care	$50,000	$2,250.00	$0.00	$17,500.00	$8,375.00	$1,500.00	$0.00	$0.00	$10,260.00	$0.00	$0.00	$39,885.00	80%
Commons Area Services	Fence Repairs & Maint	$7,000	$0.00	$0.00	$108.87	$0.00	$0.00	$0.00	$0.00	$0.00	$190.47	$0.00	$299.34	4%
Commons Area Services	Electrical Repairs & Maint	$12,000	$0.00	$771.60	$1,164.92	$249.88	$1,358.54	$260.30	$0.00	$0.00	$832.44	$795.36	$5,433.04	45%

Common Area Services	Neighborhood Maint & Repair	$20,000	$1,017.55	$238.25	$3,707.96	$380.01	$1,234.03	$108.25	$875.96	$1,880.06	$971.59	$108.25	$10,521.91	53%
Common Area Services	Non Contract Landscape - SC	$15,000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,320.75	$9,320.75	62%
Commons Area Services Total		**$1,950,505**	**$123,835.78**	**$141,923.25**	**$157,814.30**	**$144,170.19**	**$145,889.33**	**$142,560.20**	**$149,080.93**	**$201,755.25**	**$178,371.34**	**$190,915.48**	**$1,576,316.05**	81%
Aquatics Facilities	Administrative	$64,000	$2,505.49	$537.41	$6,137.42	$2,877.11	$3,299.38	$5,480.64	$3,581.15	$2,363.54	$2,045.33	$973.62	$29,801.09	47%
Aquatics Facilities	Supplies - Pool	$25,000	$2,349.45	$0.00	$83.52	$1,601.45	$2,036.50	$1,994.86	$0.00	$268.22	$465.71	$0.00	$8,799.71	35%
Aquatics Facilities	Supplies - Chemicals	$71,000	$2,305.18	$368.65	$3,384.12	$6,282.71	$3,790.32	$4,783.19	$6,183.57	$7,030.32	$6,779.20	$3,077.79	$43,985.05	62%
Aquatics Facilities	Supplies & Fees - Swim Team	$22,500	$1,820.57	$120.00	$0.00	$638.55	$1,197.34	$479.36	$1,324.31	-$40.50	$1,199.98	$8,369.02	$15,108.63	67%
Aquatics Facilities	Maintenance - Pool	$89,300	$3,108.12	$180.00	$20,671.63	$3,135.46	$3,584.61	$9,438.99	$5,816.58	$4,413.67	$732.57	$12,811.83	$63,893.46	72%
Aquatics Facilities	Maintenance - Building	$63,100	$2,448.21	$2,715.04	$5,463.05	$4,626.15	$2,656.86	$3,232.47	$1,926.97	$2,205.98	$2,023.33	$3,437.18	$30,735.24	49%
Aquatics Facilities	Payroll - Staff	$733,000	$22,490.05	$10,285.03	$11,478.54	$45,714.73	$42,017.22	$61,468.98	$92,139.64	$99,139.66	$64,717.02	$37,346.07	$486,796.94	66%
Aquatics Facilities	Payroll - Programming Staff	$41,000	$361.05	$0.00	$0.00	$0.00	$0.00	$391.25	$3,725.89	$2,374.83	$2,224.56	$1,216.35	$10,293.93	25%
Aquatics Facilities	Payroll - Swim Team	$102,000	$7,763.13	$4,367.11	$4,335.49	$14,035.42	$9,259.03	$7,311.74	$7,787.44	$7,031.11	$14,767.10	$8,985.77	$85,643.34	84%
Aquatics Facilities	SC-Utilities - Water	$30,000	$1,628.27	$1,697.07	$1,805.58	$1,918.97	$1,863.00	$1,624.66	$2,568.33	$2,265.65	$2,279.13	$2,243.95	$19,894.61	66%
Aquatics Facilities	Avana _Utilities-Water	$4,500	$282.65	$449.56	$0.00	$378.51	$1,595.78	$166.60	$216.44	$424.35	$751.59	$1,087.92	$5,353.40	119%
Aquatics Facilities	GR- Utilities - Water	$4,000	$200.96	$154.39	$171.88	$246.50	$127.63	$192.28	$253.47	$183.93	$195.90	$239.30	$1,966.24	49%
Aquatics Facilities	SC-Utilities - Electric	$28,000	$1,989.86	$2,073.37	$3,537.52	$2,056.28	$2,069.71	$960.83	$1,648.52	$1,961.99	$1,864.90	$1,884.79	$20,047.77	72%
Aquatics Facilities	Avana - Utilities- Electric	$12,000	$667.02	$833.17	$442.35	$587.42	$816.37	$793.76	$909.12	$898.52	$897.19	$895.26	$7,740.18	65%
Aquatics Facilities	GR -Utilities-Electric	$6,000	$414.88	$393.06	$460.31	$372.41	$382.51	$402.55	$399.78	$399.24	$421.94	$404.15	$4,050.83	68%
Aquatics Facilities	Utilities - Natural Gas	$32,000	$3,129.24	$269.32	$1,713.00	$3,114.22	$2,836.05	$1,956.24	$533.72	$400.25	$381.25	$651.08	$14,984.37	47%
Aquatics Facilities	SC-Utilities - Telephone/Internet	$12,000	$169.86	$538.97	$899.34	$539.17	$539.22	$540.50	$728.97	$2,054.42	$752.74	$1,812.84	$8,576.03	71%
Aquatics Facilities	Avana - Telephone/Internet	$5,000	$170.96	$202.27	$207.75	$126.05	$285.18	$238.44	$370.28	$96.26	$125.08	$2,208.44	$4,030.71	81%
Aquatics Facilities	GR- Telephone/Internet	$5,000	$202.32	$176.39	$191.89	$176.44	$166.73	$187.90	$258.79	$166.86	$1,498.73	$176.66	$3,202.71	64%
Aquatic Facilities Total		**$1,349,400**	**$54,007.27**	**$25,360.81**	**$60,983.39**	**$88,427.55**	**$78,523.44**	**$101,645.24**	**$130,372.97**	**$133,638.30**	**$104,123.25**	**$87,822.02**	**$864,904.24**	64%
Circle C Community Center	Utilities - Water	$27,000	$2,628.03	$307.13	$324.62	$313.14	$732.68	$1,481.53	$493.90	$458.74	$438.82	$427.67	$7,606.26	28%
Circle C Community Center	Utilities - Electric	$24,000	$15.00	$1,519.45	$1,669.66	$1,072.40	$1,143.92	$457.27	$1,458.65	$1,877.09	$1,848.47	$1,623.16	$12,685.07	53%
Circle C Community Center	Utilities - Telephone/Internet	$9,000	$650.37	$664.07	$664.07	$664.07	$664.07	$664.07	$664.07	$664.07	$664.07	$664.07	$6,627.00	74%
Circle C Community Ctr	Events Payroll	$6,000	$722.42	$0.00	$0.00	$0.00	$109.25	$377.91	$234.92	$150.70	$135.51	$305.41	$2,036.12	34%
Circle C Community Center	Maintenance - Building	$50,000	$3,405.24	$2,078.12	$1,600.79	$3,137.67	$5,649.28	$842.09	$2,038.31	$2,156.72	$1,623.85	$2,538.06	$25,070.13	50%
Circle C Community Ctr Total		**$116,000**	**$7,421.06**	**$4,568.77**	**$4,259.14**	**$5,187.28**	**$8,299.20**	**$3,822.87**	**$4,889.85**	**$5,307.32**	**$4,710.72**	**$5,558.37**	**$54,024.58**	47%
Maintenance Operations	Office Supplies	$1,500	$0.00	$0.00	-$9.73	$72.48	$0.00	$0.00	$0.00	$30.48	$0.00	$0.00	$93.23	6%
Maintenance Operations	Employee Education	$1,200	$135.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$135.00	11%
Maintenance Operations	Uniforms	$1,800	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,530.05	$0.00	$0.00	$0.00	$1,530.05	85%
Maintenance Operations	Staff Recruitment	$300	$35.00	$0.00	$0.00	$0.00	$35.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70.00	23%
Maintenance Operations	Safety Equip/Supplies	$1,400	$334.33	$0.00	$192.36	$0.00	$0.00	$0.00	$0.00	$137.47	$0.00	$0.00	$664.16	47%
Maintenance Operations	Maintenance Payroll	$180,000	$13,346.48	$13,346.48	$13,346.48	$20,019.72	$13,346.48	$13,346.48	$13,346.48	$13,346.48	$20,019.72	$13,346.48	$146,811.28	82%
Maintenance Operations	Pool Tech	$69,000	$3,335.00	$3,000.00	$3,000.00	$4,500.00	$4,186.03	$4,628.67	$5,974.03	$5,640.55	$6,423.25	$4,736.30	$45,423.83	66%
Maintenance Operations	Payroll Taxes	$15,000	$1,262.55	$1,080.63	$1,091.07	$4,047.51	$3,833.85	$5,636.53	$8,821.45	-$15,811.38	$5,912.50	$3,473.26	$19,347.97	129%
Maintenance Operations	Computer/Software	$1,400	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$162.36	$0.00	$0.00	$0.00	$162.36	12%
Maintenance Operations	Tools/Supplies	$5,000	$0.00	$0.00	$535.69	$70.86	$192.30	$804.70	$0.00	$0.00	$1,380.17	-$24.76	$2,958.96	59%
Maintenance Operations	Office Furniture	$600	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0%
Maintenance Operations Total		**$277,200**	**$18,448.36**	**$17,427.11**	**$18,155.87**	**$28,710.57**	**$21,593.66**	**$24,416.38**	**$29,834.37**	**$3,343.60**	**$33,735.64**	**$21,531.28**	**$217,196.84**	78%
HOA Operations	Office Supplies	$9,000	$2,458.77	$0.00	$560.99	$448.14	$351.92	$1,487.16	$294.82	$336.45	$9.61	$314.62	$6,262.48	70%
HOA Operations	Equip & Maintenance	$15,000	$152.30	$142.14	$461.13	$216.45	$258.67	$216.45	$156.90	$753.25	$219.66	$459.85	$3,036.80	20%
HOA Operations	HOA Owned Vehicle Expense	$8,000	$267.52	$187.82	$302.14	$130.97	$174.94	$319.70	$178.50	$72.40	$92.74	$133.78	$1,860.51	23%
HOA Operations	Postage	$16,000	$3,749.90	$2,163.60	$28.00	$1,258.36	$93.00	$3,506.00	$2,327.10	$477.05	$1,406.56	$238.52	$15,248.09	95%
HOA Operations	Web Operations	$3,000	$20.47	$881.45	$20.47	$20.47	$0.00	$20.47	$20.47	$20.47	$168.84	$20.47	$1,193.58	40%
HOA Operations	Printing	$2,000	$592.34	$0.00	$0.00	$48.71	$1,269.88	$0.00	$0.00	$0.00	$0.00	$0.00	$1,910.93	96%
HOA Operations	HOA Meetings	$5,000	$672.34	$0.00	$170.56	$126.50	$127.92	$127.92	$2,723.76	$127.92	$0.00	$127.92	$4,204.84	84%
HOA Operations	Deed Restrictions	$5,000	$708.56	$708.56	$0.00	$708.56	$0.00	$0.00	$708.56	$0.00	$60.00	$768.56	$3,662.80	73%
HOA Operations	HOA Special Events	$30,000	$9,997.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,997.93	33%
HOA Operations	Professional Fees	$2,000	$0.00	$793.70	$201.70	$65.50	$0.00	$1,906.37	$529.34	$750.00	$0.00	$14,558.40	$18,805.01	940%
HOA Operations Total		**$95,000**	**$18,620.13**	**$4,877.27**	**$1,744.99**	**$3,023.66**	**$2,276.33**	**$7,584.07**	**$6,939.45**	**$2,537.54**	**$1,957.41**	**$16,622.12**	**$66,182.97**	70%
Financial Management	Management Services	$113,000	$9,314.25	$9,314.25	$9,314.25	$9,361.81	$9,314.25	$9,314.25	$9,314.25	$9,367.03	$9,273.00	$9,273.00	$93,160.34	82%
Financial Management	Resale Certificate	$17,350	$800.00	$1,650.00	$1,000.00	$2,250.00	$2,450.00	$1,500.00	$1,600.00	$2,050.00	$1,500.00	$1,100.00	$15,900.00	92%
Financial Management	Lien Filing Administrative Fees	$2,500	$208.00	$0.00	$0.00	$598.00	$0.00	$234.00	$0.00	$0.00	$208.00	$78.00	$1,326.00	53%
Financial Management	Bank Fees	$40,000	$2,542.07	-$2,026.98	$6,244.06	$6,068.83	$2,776.60	$4,119.07	-$1,397.97	$13,186.28	$6,146.94	$3,152.54	$40,811.44	102%

Financial Management	CPA/Audit	$8,000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,800.00	$0.00	$7,800.00	98%
Financial Management Total		**$180,850**	**$12,864.32**	**$8,937.27**	**$16,558.31**	**$18,278.64**	**$14,540.85**	**$15,167.32**	**$9,516.28**	**$24,603.31**	**$24,927.94**	**$13,603.54**	**$158,997.78**	88%
HOA Management	Management Payroll	$190,000	$12,759.48	$13,767.28	$13,326.48	$20,139.02	$13,475.48	$13,681.68	$13,800.88	$13,365.08	$20,341.02	$13,943.68	$148,600.08	78%
HOA Management	Management Payroll Taxes	$15,000	$1,275.37	$1,230.31	$1,085.80	$1,679.10	$1,155.63	$1,220.33	$1,277.79	$1,207.91	$1,743.60	$1,208.56	$13,084.40	87%
HOA Management	Mileage Reimbursement	$6,000	$109.25	$0.00	$0.00	$0.00	$221.76	$434.00	$611.52	$708.96	$275.52	$555.52	$2,916.53	49%
HOA Management	Insurance Stipend	$44,000	$3,900.35	$3,569.42	$3,736.16	$2,707.98	-$1,834.04	$9,084.04	$3,625.00	$3,625.00	$2,707.98	$3,625.00	$34,746.89	79%
HOA Management	Cont Ed & Skills Enhancement	$2,000	$0.00	$139.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$139.00	7%
HOA Management Total		**$257,000**	**$18,044.45**	**$18,706.01**	**$18,148.44**	**$24,526.10**	**$13,018.83**	**$24,420.05**	**$19,315.19**	**$18,906.95**	**$25,068.12**	**$19,332.76**	**$199,486.90**	78%
Architectural Review Expenses	Architectural Review Expenses	$7,500	$2,072.25	$1,160.25	$2,023.00	$1,929.50	$1,190.00	$0.00	$1,054.00	$1,355.75	$1,035.25	$1,853.00	$13,673.00	182%
Architectural Review Expenses Total		**$7,500**	**$2,072.25**	**$1,160.25**	**$2,023.00**	**$1,929.50**	**$1,190.00**	**$0.00**	**$1,054.00**	**$1,355.75**	**$1,035.25**	**$1,853.00**	**$13,673.00**	182%
Legal Services	Legal Services	$20,000	$1,789.26	-$465.00	$22.12	$300.00	$375.00	$990.00	$1,669.50	$402.00	$775.00	$30.00	$5,887.88	29%
Legal Services Total		**$20,000**	**$1,789.26**	**-$465.00**	**$22.12**	**$300.00**	**$375.00**	**$990.00**	**$4,669.50**	**$402.00**	**$775.00**	**$30.00**	**$8,887.88**	44%
Taxes	Property	$5,500	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	0%
Taxes	Income/Franchise Taxes	$0	$0.00	$0.00	$0.00	$50.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.00	#DIV/0!
Taxes Total		**$5,500**	**$0.00**	**$0.00**	**$0.00**	**$50.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$50.00**	1%
Insurance	General, Property, Boiler & Auto,	$72,000	$0.00	$13,145.82	$6,563.90	$6,600.90	$0.00	$13,118.79	$6,758.37	$824.25	$14,345.99	$862.99	$62,221.01	86%
Insurance	Auto	$4,500	$0.00	$818.54	$404.27	$404.27	$0.00	$808.54	$439.10	$0.00	$862.18	$23.51	$3,760.41	84%
Insurance	D & O Insurance	$12,000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,902.00	$0.00	$0.00	$0.00	$10,902.00	91%
Insurance	Worker's Comp	$16,000	$0.00	$0.00	$0.00	$0.00	$0.00	-$10,411.36	$25,141.00	$0.00	-$9,174.00	$0.00	$5,555.64	35%
Insurance Total		**$104,500**	**$0.00**	**$13,964.36**	**$6,968.17**	**$7,005.17**	**$0.00**	**$3,515.97**	**$43,240.47**	**$824.25**	**$6,034.17**	**$886.50**	**$82,439.06**	79%
Community Enhancement	Donations	$1,000	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$400.00	$400.00	40%
Community Enhancement	Association Memberships	$2,000	$100.00	$187.92	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00	$0.00	$306.92	15%
Community Enhancement Total		**$3,000**	**$0.00**	**$187.92**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$19.00**	**$400.00**	**$606.92**	20%
Reserve Transfer		**$248,333**	**$0.00**	**$248,333.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$248,333.00**	100%
Grand Total		**$4,366,455**	**$238,655**	**$484,981**	**$286,678**	**$321,609**	**$285,707**	**$324,122**	**$398,913**	**$392,674**	**$380,758**	**$358,555**	**$3,242,766**	**74%**

Expected Reserve Expenditures and Capital Improvement for 2021		**YTD**
Pool Covers	$3,000	$10,296.00
SC Wade Pool Repairs	$30,000	$28,263.49
Avana Splash Pad	$4,000	$1,461.39
SC/Café Exterier Walls	$28,000	$25,313.98
Funbrellas	$12,000	$11,983.28
Avana Shade Structure	$42,000	$42,347.41
SC-Seal Coat/Restripe	$14,000	$8,657.62
Escarpment Project	$270,000	$0.00
CCN Improvement	$100,000	$29,490.00
Construction Repairs	$35,000	-$4,669.05
Storm Damage Repairs	$0	$161,920.09
Node Clock Replacement	$0	$47,250.00
Monument L/S Improvement	$0	$32,578.45
Total	**$538,000**	**$394,892.66**
Total Capital Budget Projects	**$538,000.00**	**$394,892.66**
Grand Total Expenses	**$4,904,455.00**	

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Weather

General:	Mild Fall weather
Rainfall Total:	insignificant rain
Temperature:	39-86 degrees
Major Events:	none

Maintenance Services

General:	Mowing rotation all areas
Weeding:	Weed and clean beds,
Mulch:	Avana, ongoing
Trimming:	Standard fall trim for beds
Treatments:	Turf fertilization
Upcoming:	Perennial trimming and mulch

Outlying Areas

Filter Pond, CCCC	weedeated, trash removed
Outlying mail centers	checked and cleaned
Circle C Park Mow	scheduled
Outlying areas	scheduled

Irrigation:

Most controllers turned off after last rain
Standard irrigation repairs throughout neighborhood
Hand watering as needed
Double checks turned off where possible

Front Monument Landscaping

Complete and undergoing watering in period

Holiday Lights

Complete for all areas

Rock Work

Quincy Cove Post Office
LaCrosse median at Dahlgreen

Construction Damage and Projects

	Construction continues to be a major threat to the irrigation and commons areas.
Slaughter/E	Vinemont crosswalk under construction , damage to corner areas and medians
Slaughter a	Second median has no water due to construction
LaCrosse at	Wildflower Park Side, debris and continuing construction

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LaCrosse West side, debris and continuing construction

Avana: Bear Creek Elementary Repairs done by others

Circle C Aquatics **October 2021** **Fall/Winter Operations**

Facility Usage	*Swim Center*		*Community Center*		*Avaña*		*Greyrock*		***Total***	
	Oct-21	YTD	Oct-21	YTD	Oct-21	YTD	Oct-21	YTD	**Oct-21**	**YTD**
Resident Entries	2,275	28,818	0	6,921	0	8,414	0	2,992	**2,275**	**47,145**
Unique Residents	617	4,628	0	3,091	0	2,754	0	926	**617**	
Unique Households	323	1,681	0	1,022	0	860	0	325	**323**	
Guest Entries	43	800	0	517	0	213	0	55	**43**	**1,585**
Other Entries	1,404	7,628	0	0	0	0	0	0	**1,404**	**7,628**
Average Hourly Count	10									
% of Capacity	7%									
Total Entries	**3,722**	**37,246**	**0**	**7,438**	**0**	**8,627**	**0**	**3,047**	**3,722**	**56,358**

Incidents	*Swim Center*		*Community Center*		*Avaña*		*Greyrock*		***Total***	
	Oct-21	YTD	Oct-21	YTD	Oct-21	YTD	Oct-21	YTD	**Oct-21**	**YTD**
Water Rescues		0		0		1		0	**0**	**1**
First Aid Responses	3	15		2		0		0	**3**	**17**
Sudden Illness Treatments		1		0		0		0	**0**	**1**
Patron Behavior Incidents		5		1		0		0	**0**	**6**
Biohazard Cleanups		0		0		0		0	**0**	**0**
Suspensions/Expulsions		0		0		0		0	**0**	**0**
EMS/911 Callouts		4		0		0		0	**0**	**4**
Total Incidents	**3**	**21**	**0**	**3**	**0**	**1**	**0**	**0**	**3**	**25**
Incident per Entry Ratio	**0.08%**	**0.06%**		**0.04%**		**0.01%**		**0.00%**	**0.08%**	**0.04%**

Revenue	Oct-21	*YTD*
Aquatics Programs	$ 1,859.00	$ 32,549.00
Swim Team	$ 14,082.50	$ 68,764.00
Guest Fees	$ 45.00	$ 4,996.00
Area Reservations	$ -	$ -
Facility Rentals	$ -	$ -
Lane Rentals	$ 1,980.00	$ 4,584.00
Other Facility Income	$ 289.00	$ 2,871.76
Total Aquatics Revenue	$ 18,255.50	$ 113,764.76

Programs	Oct-21
Select Swim Team	80
Masters Swimming	17
Group Swim Lessons	0
Private Swim Lessons	24
Water Aerobics	26
Certification Courses	0
WSI Course	0
Total Participants	**147**

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

Aquatics Staffing	Oct-21
Lifeguards/Head Guards	57
Front Desk Staff	9
Instructors/Coaches	5
Total Staff	**71**

Resident Stats	Individuals	Households	Members / Household
Homeowners	17,201	5,498	3.13
Renters	1,509	432	3.49
New Memberships	56	21	
Totals	**18,710**	**5,930**	**3.16**

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

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Cleaning and Maintenance have been completed
- Minor Equipment and Facility Repairs Made
- Solar water heating panels for wade pool are wearing out—will need to replace—will do this early in 2022
- Obtaining proposals for gutter replacement on the restroom roof
- We will need to replace laterals and sand in filters for Competition Pool—will require closing for 2-3 days—Parts are in---Scheduled for December 14-15
- Swim Center is Winterized
- Installed Hepa Filters in Offices as well as UV light in Package HVAC unit

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- Bridge on Community Center Path to Clayton scheduled to be rebuilt week of 12/7

COMMUNITY CENTER POOL

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

NEIGHBORHOOD

- Minor repairs have been completed as needed
- All receptacles repaired for Christmas Lights
- Replaced Lighting on Crepe Myrtles at Monuments Escarpment/Slaughter
- Replaced Lights on Basketball Court at SC Playground

AVANA AMENITIES CENTER

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

GREY ROCK AMENITIES CENTER

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

.

MPLA MARCUS PARKER LANDSCAPE ARCHITECTURE

November 24, 2021

Karen Hibpshman
7817 La Crosse Ave.
Austin, TX 78739

RE: Proposal for Planting and Irrigation Design

Dear Ms. Hibpshman,

Thank you for the opportunity to provide you with this proposal for landscape architecture services. Attached you will find a Scope of Basic Services that shows a breakdown of tasks and hours to complete the planting and irrigation design of Barstow Ave. and Allerton Ave. at Circle C Ranch. I have also included an aerial markup showing the project scope as I understand it. Please also refer to the attached Standard Terms and Conditions and let me know of any questions or comments. If you are Ok with these terms and the proposed fee, please sign below and we will get started on your project.

Thank you,

Marcus Parker

Marcus Parker, PLA
Marcus Parker Landscape Architecture, PLLC
301 W. Creek St. Fredericksburg TX, 78624

Signature:_____

Printed Name:_____

Date:_____

MPLA MARCUS PARKER LANDSCAPE ARCHITECTURE

Circle C Ranch Planting and Irrigation Design 11/24/2021

Karen Hibpshman
7817 La Crosse Ave.
Austin, TX 78739

SCOPE OF BASIC SERVICES
Planting and Irrigation Design for both sides of Barstow Ave.
and Allerton Ave. including four medians within Barstow Ave.

CONSTRUCTION DOCUMENTS		Hours
Planting Plans and Plant Schedules (10 sheets at 1"=10')		80
Relevant Lighting Plans and Fixture Schedule		16
Landscape Details and Specifications		16
	SUBTOTAL HOURS	112
	HOURLY RATE	$100
	SUBTOTAL FEE	**$11,200**

CONSTRUCTION ADMINISTRATION		
Construction Kickoff Meeting and Site Walk		2
Review and approve Landscape Material and Plant Submittals		8
Review and Respond to Contractor RFI's		16
Site Visits (assume 5)		10
Prepare Field Reports based on site visits (assume 5)		8
Prepare Final Punchlist and Project Close out		4
	SUBTOTAL HOURS	48
	HOURLY RATE	$100
	SUBTOTAL FEE	**$4,800**

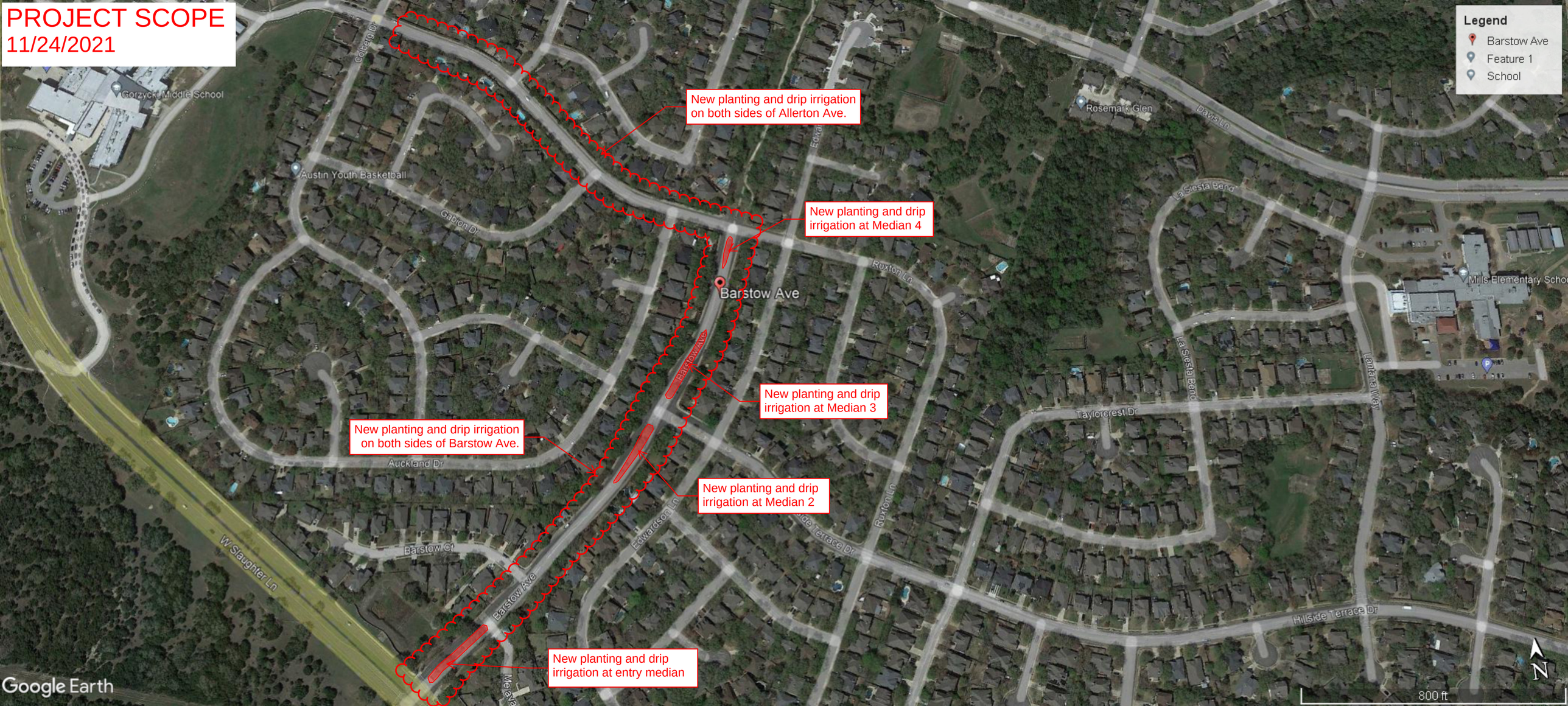
IRRIGATION CONSULTANT (SWEENEY + ASSOC.)		
Irrigation Design - Construction Documents		**$3,200**
Irrigation Design - Construction Administration		**$3,100**
	SUBTOTAL FEE	**$6,300**

TOTAL FEE	**$22,300**

ASSUMPTIONS
The client shall provide all digital base files including:
site surveys showing existing topographical information,
existing utilities, existing roadway layout and fence locations.

o: 830 992 3710 | c: 940 231 3300 | mparker@marcus-parker.com | marcus-parker.com
301 W. Creek Street, Fredericksburg, TX 78624

PROJECT SCOPE
11/24/2021



STANDARD TERMS AND CONDITIONS

Appended to and part of the Agreement for Professional Services between Marcus Parker Landscape Architecture PLLC ("MPLA") and Karen Hibpshman, Circle C Ranch ("Client").

1. FEES FOR PROFESSIONAL SERVICES: Services outlined under the Scope of Basic Services shall be provided and invoiced as stipulated in the Agreement for Professional Services under "fees and terms." If fees for Basic Services are stipulated to be provided on an hourly basis and/or Additional Services are to be provided on an hourly basis, then such fees shall be calculated by using the following hourly rates:

Landscape Architect - $100 per hr.

2. REIMBURSABLE COSTS: The following costs shall be reimbursed at cost and are not included in the Fee for Professional Services:

a. Cost of copies of drawings, specifications, reports and cost estimates; computer plotting costs, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.

b. Cost of postage and shipping expenses other than first class mail.

c. Long-distance telephone and electronic-communication charges.

d. Cost of models; special renderings; promotional photography; special-process printing; special equipment; specially printed reports or publications; maps; and, documents.

e. Fees for additional special consultants retained with the prior approval of Client.

3. ADDITIONAL SERVICES: Additional services are any services requested and provided not set forth in the Scope of Basic Services in the Agreement for Professional Services. Additional services shall be provided on an hourly basis as set forth in this Agreement unless otherwise negotiated.

4. STATEMENTS: Fees for Professional Services shall be billed just after the first day of each month for services performed in the prior month. Reimbursable costs shall be billed with fee invoices.

5. ACCOUNTS: Accounts are payable net 30 days from date of invoice.

6. CLIENT RESPONSIBILITIES: So as not to delay the services of MPLA, Client shall designate a person to act as its representative with respect to MPLA's services; provide all criteria and full information as to Client's requirements for the project; place at MPLA's disposal all reasonably available information pertinent to the project and project site and any reports, data, and other information to be furnished by Client pursuant to this Agreement; and give prompt written notice to MPLA whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of MPLA's services. MPLA shall be entitled to rely upon the accuracy and completeness of all requirements, instructions, reports, services, data and other information provided by or through Client, Client's representatives and/or Client's other design consultants.

7. STANDARD OF CARE: MPLA shall perform its services consistent with the professional skill and care ordinarily provided by landscape architects practicing in the same or similar locality under the same or similar circumstances on similar projects and without any express or implied warranties (the

"Standard of Care"). Nothing contained in this Agreement or in any other agreement or thing shall increase or require MPLA to exceed the Standard of Care or establish a fiduciary relationship between the Client and MPLA. For purposes of this Project, the relevant locality for judging the standard of care shall be the location of the project.

8. INDEMNIFICATION: To the fullest extent permitted under law, Client agrees to defend, indemnify and hold MPLA and its respective officers, employees, agents, shareholders, principals, partners and representatives ("Indemnified Parties") harmless from and against liability for any and all claims, damages, losses, penalties, actions, suits, judgments or liabilities, including costs, expenses and disbursements, legal or otherwise (collectively "Exposure"), which the Indemnified Parties may sustain by reason of any act or omission of the Client, the Client's other consultants, or the Client's contractor or construction manager.

9. OWNERSHIP OF DOCUMENTS: All documents prepared or furnished by MPLA pursuant to this Agreement are instruments of MPLA's professional services, and MPLA shall retain all proprietary interests therein, including copyright. Provided that the Client complies with all obligations under this Agreement for Professional Services, including prompt payment of all sums when due, MPLA grants Client a non-exclusive license to use the instruments of MPLA's professional service solely to construct, occupy, and maintain the project for which they were prepared. No other license shall be deemed granted or implied. Reuse or modification of such documents by Client, its other consultants or contractors, without MPLA's prior written permission, shall be at Clients' sole risk and Client shall defend, indemnify and hold the Indemnified Parties harmless from any and all Exposure resulting from or arising out of, or alleged to result from or arise out of, such unauthorized reuse.

10. SCHEDULES, BUDGETS, AND COST ESTIMATES: Any schedules or completion dates, budgets, or estimates of cost prepared by MPLA represent MPLA's professional judgment based on its experience and available information. Since neither MPLA nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, or over competitive bidding or market conditions, MPLA cannot and does not warrant or represent that actual schedules or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by MPLA or proposed, established, or approved by Client.

11. MODIFICATIONS OR CHANGES IN SERVICES: In the event of a material change in MPLA's scope of services or MPLA's time or other conditions for the performance of services, through no fault of MPLA, the compensation due MPLA and the time allowed for MPLA's performance shall be equitably adjusted. Any such change shall be in writing.

12. CREDITS /ACKNOWLEDGMENTS: MPLA shall be given proper credit and acknowledgments for all services, including, but not limited to: planning, design and implementation. Proper credit shall be defined as being named by Client or their agent in such circumstances as project identification boards, published articles or promotional brochures.

13. DISPUTE RESOLUTION: Any dispute between the Client and MPLA shall be subject to mediation before litigation. Either party may initiate mediation by written demand to the other party. The parties shall share equally in the costs of mediation. The parties shall agree on the selection of a mediator within ten (10) days of the demand; if they are not able to do so, or if the party receiving the demand does not agree in writing within ten (10) days of the demand to participate in a mediation, the demanding party may, after three (3) days written notice, declare the mediation process unsuccessful and initiate legal proceedings. In the event mediation fails to resolve the dispute, any and all disputes between Client and MPLA shall be subject to litigation and conducted in Fredericksburg, Texas. In the event of legal

proceedings, the prevailing party shall be entitled to recover reasonable costs incurred in prosecuting or defending the litigation.

14. TERMINATION: It is understood that these services may be terminated upon ten (10) days written notice for good reason by either party. In this event, MPLA shall be compensated for all work performed by MPLA and MPLA's subconsultants, and project related expenses up to the date of termination at the rates set forth above. Additionally, failure of Client to make timely payments to MPLA shall be cause for MPLA to suspend its services until full payment is made.

15. NO BENEFIT FOR THIRD PARTIES: The services to be performed by MPLA pursuant to this Agreement are intended solely for the benefit of Client. No benefit is conferred and no contractual relationship is established with any person or entity not a party to this Agreement. No such person or entity will be entitled to rely on MPLA's performance of services hereunder, and no right to assert a claim against MPLA, its officers, employees, agents or subcontractors will accrue to the contractor, subcontractor, independent retained professional consultant, lender, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of the services hereunder.

16. PERSONAL LIABILITY: The Client acknowledges and agrees that, to the fullest extent permitted by law, no officer, director, shareholder, partner, principal, fiduciary, member, manager, employee or other representative of MPLA shall have personal liability under any provisions of this Agreement or for any matter in connection with the services provided for the project.

17. LIMITATION OF LIABILITY: In recognition of the parties' respective risks and rewards in connection with the Project, to the fullest extent permitted by law, MPLA's total aggregate liability in connection with all services provided pursuant to this Agreement, including, without limitation any indemnification obligations or otherwise in connection with the project and this Agreement shall be limited to the fees received as of the date of the dispute.

18. CONSEQUENTIAL DAMAGES: The Client and MPLA waive any and all consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

19. HAZARDOUS ENVIRONMENTAL CONDITIONS: It is acknowledged by both parties that MPLA's scope of services does not include any services related to the presence at the site of asbestos, lead paint, PCBs, petroleum, hazardous substances or waste, radioactive materials, or other impermissible hazardous materials. Further, MPLA shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. MPLA's services do not include services related to detection, reporting, permitting, analysis, or abatement of asbestos, hazardous or toxic materials including molds and fungus (collectively "Hazardous Materials") at the Project site and neither MPLA nor any consultants retained by it shall have any responsibility or liability for any Hazardous Materials at the Project site. In the event MPLA or any other party encounters Hazardous Materials at the jobsite, or should it become known in any way that Hazardous Materials may be present at the jobsite or any adjacent areas that may affect the performance of MPLA's services, MPLA may, without liability for any damages whatsoever, suspend performance of services on the Project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the Hazardous Materials and to warrant that the jobsite complies with applicable laws and regulations. To the fullest extent permitted by law, the Client shall defend, indemnify and hold the Indemnified Parties harmless from and against all Exposure, which any of them may at any time sustain or incur in connection with Hazardous Materials at the Project site.

20. SERVICES OF CLIENT, NON-MPLA CONSULTANTS, CONTRACTORS, OR ARCHITECT: MPLA shall not be responsible for any component of the project designed by Client or other consultants of Client. Review by MPLA of Client's, or other consultants' drawings and other instruments of service is solely for consistency with MPLA's design concepts for the project. MPLA shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by Client and other consultants, as well as the computations by those consultants in connection with such documents and services, and will not be required to review or verify those computations for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations.

21. MEANS AND METHODS: MPLA shall not have control over, charge of, or responsibility for the means, methods, techniques, sequences or procedures, or for safety procedures and programs in connection with the contractor or construction manager's work for the project, since these are exclusively the contractor or construction manager's responsibility. Nor shall MPLA be responsible for the contractor or construction manager's failure to perform its work in accordance with the requirements of the contract documents, applicable laws, or other requirements.

22. PARTIAL SERVICES: In the event that the Client contracts with MPLA for partial professional services or that this Agreement is terminated prior to the completion of full professional services by MPLA, including Schematic Design, Design Development, Construction Documents and Construction Observation, the Client assumes all responsibility for the application and interpretation of MPLA's instruments of service and agrees to defend, indemnify and hold the Indemnified Parties harmless from and against any and all Exposure, arising out of, or alleged to arise out of, the construction of the project, and/or the modification, misinterpretation and misuse of the plans and specifications or in the completion of this project by others.

23. SUCCESSORS AND ASSIGNS: It is mutually understood and agreed that this Agreement shall be binding upon Client and its successors and assigns and upon MPLA, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

November 02, 2021

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

RE: Circle C North Landscape Design

Dear Karen,

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

PROJECT UNDERSTANDING

Based on our discussions with you, we understand that the Circle C Home Owners Association would like re-design the landscape and irrigation along Barstow Avenue and Allerton Avenue (including the medians) from Slaughter Lane to Colberg Drive.

SCOPE OF SERVICES

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

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

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

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

PROFESSIONAL FEES

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

Preliminary Design Services Survey and Inventory Schematic Design Phase	$4,500
Final Design Services Construction Documentation Phase	$12,500
Construction Phase Services Construction Observation Contract Close-out	$2,500

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.

PROJECT TEAM

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

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

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

Sincerely,
Hitchcock Design Group

Trent Rush
Senior Principal

Scope of Services

Circle C North Landscape Design

PRELIMINARY DESIGN SERVICES

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

A. Program and Analysis Phase

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

Process: Hitchcock Design Group will:

1. (Mtg #1) Participate in a kick-off meeting with you and the other project team members confirming:
   a. Project area, ownership and access
   b. Goals, objectives and expectations
   c. Neighboring property owners, and other stakeholder interests
   d. Identify program of landscape improvements
   e. Probable jurisdictional interests, regulations and processes
   f. Comparable projects and best practices
   g. Budgeted costs
   h. Owner and HDG responsibilities
   i. Communications protocol
   j. Preliminary schedule
   k. Invoicing and payment procedures

2. Review readily available existing maps, plans and data for the project area and the immediate surroundings including:
   a. Topographic and boundary surveys (base maps)
   b. Property ownership and easements (base maps)
   c. Architectural and/or site engineering plans (base maps)
   d. City of Austin permitting and construction requirements (if required)

3. Observe and photograph the project area and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.

B. Schematic Design Phase

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

Process: Hitchcock Design Group will:

1. Using base maps prepared by others, prepare up to two (2) **Iterations of the Schematic Landscape Plans and Image Boards** illustrating the organization, materials and/or finish, scale and character of the proposed hardscape and landscape improvements such as:

a. Trees and ornamental plant material
b. Turf and other groundcovers
c. Irrigation

2. (Mtg #2) Review the schematic design recommendations with the Owner. Identify improvement priorities to advance for initial permitting, bidding and construction.

3. Refine the schematic design recommendations, as may be appropriate, and prepare a **Schematic Landscape Plan** and **Image Board**.

4. (Mtg #3) Submit and review our refined recommendations and improvement priorities with the Owner.

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

FINAL DESIGN SERVICES

B. Construction Documentation Phase

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

Process: Hitchcock Design Group will:

1. Using updated base maps, finalize **Landscape Construction Drawings and Specifications** that will be used to bid and construct the approved landscape improvements including:
   a. Limits of irrigation
   b. Mulch, soil
   c. Trees and ornamental plant material
   d. Turf and other groundcovers
   e. Plant list and details

2. (Mtg #4) Review the documents with the Owner.

3. Revise the documents as may be appropriate.

4. (Mtg #5) Review the documents with Owner.

5. Revise and submit final Landscape Construction Drawings and Specifications to the Owner.

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

CONSTRUCTION PHASE SERVICES

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

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

A. Observations

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

Process: During construction, Hitchcock Design Group will:

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

2. Review Contractor submittals and prepare **Submittal Review Memoranda**.

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

B. Contract Close-out

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

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

1. Review substantially completed work and prepare one (1) **Punch List**.

2. Review and prepare recommendations regarding the Contractor's request for acceptance of completed work.

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

OPTIONAL ADDITIONAL SERVICES

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

BID PROPOSAL

"Our Reputation Holds Water"

P.O. Box 3475
Abilene, TX 79604
Tel: (817) 825-5844 Fax: (800) 684-6789

OWNER INFORMATION
Circle C Ranch Swim Center
5919 La Crosse Avenue Suite 100
Austin, TX 78739

Contact Information
Robert B
PH: 512-796-9584

Project: Circle C Ranch pool
7817 La Crosse Avenue

SCOPE OF WORK

1. Remove existing plaster to concrete from tile break to deep end

2. Install bond kote and replaster pool from tile break to deep end

Total $78,280.00

Atlantis Pool Plastering, Inc. agrees to furnish all necessary materials, equipment, labor, supplies, supervision and tools necessary to perform the work described above.

EXCLUSIONS

Draining & Cleaning of pool
Chemical start-up
Water to fill pool

Approved By: _____

Operational Budget 2022

2022 CCHOA INCOME BUDGET

Category	Subcategory	2021 Approved Budget ($740)		2022 Draft Budget ($740)		2022 Draft Budget ($750 - $10 increase (1.35% increase))		2022 Draft Budget ($776 - 4.8% increase)	
Homeowner Income	Homeowner Dues		$4,000,000		$4,070,000		$4,128,000		$4,272,461
Homeowner Income	Resale Certificates		$78,075		$78,750		$78,750		$78,750
Homeowner Income	Transfer Fees Income		$61,250		$67,200		$67,200		$67,200
Homeowner Income	Late Fees Collected		$20,000		$25,000		$25,000		$25,000
Homeowner Income	Lien Admin Fees Income		$420		$420		$420		$420
Homeowner Income	Filing Fee Income		$1,680		$1,680		$1,680		$1,680
Homeowner Income	NSF Charges		$100		$100		$100		$100
Homeowner Income	Collection Fee Income		$0		$0		$0		$0
Homeowner Income Total		$4,161,525		$4,243,150		$4,301,150		$4,445,611	
Architectural Review Inc	Architectural Review Income		$10,000		$10,000		$10,000		$10,000
Architectural Review Income Total		$10,000		$10,000		$10,000		$10,000	
Rental Income	Office Rent		$14,400		$9,000		$9,000		$9,000
Rental Income	Grill Rent		$6,300		$6,600		$6,600		$6,600
Rental Income Total		$20,700		$15,600		$15,600		$15,600	
	Group Swim Lessons		$40,000		$25,000		$25,000		$25,000
	Private Swim Lessons		$35,000		$25,000		$25,000		$25,000
	Classes/Clinics		$10,000		$10,000		$10,000		$10,000
	Contracted Programs		$0		$0		$0		$0
Aquatics Income	Pool Programs		$85,000		$60,000		$60,000		$60,000
	Registration Fee's		$10,000		$15,000		$15,000		$15,000
	Away Meet Entry Fees		$2,500		$2,500		$2,500		$2,500
	Memberships Due/Reg Fees		$85,000		$120,000		$120,000		$120,000
	Home Meet		$10,000		$8,000		$8,000		$8,000
Aquatics Income	Pool Programs - Swim Team		$107,500		$145,500		$145,500		$145,500
	Merchandise Sales		$2,500		$2,500		$2,500		$2,500
	Uniform Sales		$3,000		$3,000		$3,000		$3,000
	Guest Fees		$10,000		$10,000		$10,000		$10,000
	ID Replacement Cards		$1,000		$500		$500		$500
	Area Reservations)		$3,000		$2,000		$2,000		$2,000
	Facility Rentals		$3,000		$2,000		$2,000		$2,000
	Lane Rentals		$15,000		$15,000		$15,000		$15,000
Aquatics Income	Facility Income		$37,500		$35,000		$35,000		$35,000
Aquatics Income Total		$230,000		$240,500		$240,500		$240,500	
CCCC Income	CCCC Facility rentals		$40,000		$50,000		$50,000		$50,000
CCCC Income Total		$40,000		$50,000		$50,000		$50,000	
Landscape Reimburseme	Stratus Reimb		$97,000		$97,000		$97,000		$97,000

DRAFT

Landscape Reimburseme	COA Reimb		$17,600			$17,600			$17,600			$17,600	
Landscape Reimbursements Total		$114,600			$114,600			$114,600			$114,600		
Miscellaneous	Interest Income		$15,000			$15,000			$15,000			$15,000	
Miscellaneous Total		$15,000			$15,000			$15,000			$15,000		
The Rowell HOA	The Rowell HOA	$60,000			$95,000			$95,000			$95,000		
Cove @ Circle C					$5,000			$5,000			$5,000		
Grand Total		$4,651,825			$4,788,850			$4,846,850			$4,991,311		
2022 CCHOA EXPENSE BUDGET		**2022 Approved Budget**			**2022 Draft Budget**			**2022 Draft Budget**			**2022 Draft Budget**		
Category	**Subcategory**												
	Common Area Landscaping			$1,299,959			$1,350,112			$1,350,112			$1,350,112
	Swim Center Landscaping			$35,097			$35,097			$35,097			$35,097
	Community Center Landscaping			$35,097			$35,097			$35,097			$35,097
	Avana Swim Center Landscaping			$24,888			$24,888			$24,888			$24,888
	GreyRock Landscaping			$24,888			$24,888			$24,888			$24,888
	Common Area Holiday Lighting			$48,288			$48,288			$48,288			$48,288
Commons Area Services	Landscape Maint Contract		$1,468,217			$1,518,370			$1,518,370			$1,518,370	
Common Area Services	2021 Land Additions		$5,000			$0			$0			$0	
Commons Area Services	Landscape Repairs		$80,000			$115,000			$115,000			$115,000	
Commons Area Services	Landscape Water Utilities		$255,000			$255,000			$255,000			$255,000	
Common Area Services	COA Water Utility Compliance		$8,000			$8,000			$8,000			$8,000	
Commons Area Services	Landscape Electric Utilities		$36,000			$36,000			$36,000			$36,000	
Common Area Services	Tree Care		$50,000			$75,000			$75,000			$75,000	
Commons Area Services	Fence Repairs & Maint		$7,000			$7,000			$7,000			$7,000	
Commons Area Services	Electrical Repairs & Maint		$12,000			$12,000			$12,000			$12,000	
Common Area Services	Neighborhood Maint & Repair		$20,000			$20,000			$20,000			$20,000	
Common Area Services	Non Contract Maintenance		$15,000			$20,000			$20,000			$20,000	
Commons Area Services Total		$1,956,217			$2,066,370			$2,066,370			$2,066,370		
	Office Supplies			$32,000			$32,000			$32,000			$32,000
	Employee Education & Skills Enhancement			$7,500			$8,500			$8,500			$8,500
	Staff Uniforms			$9,500			$9,500			$9,500			$9,500
	Staff Recruitment & Hiring			$1,500			$1,500			$1,500			$1,500
	Retail Merchandise			$3,500			$3,500			$3,500			$3,500
	ARC Program Fees			$10,000			$10,000			$10,000			$10,000
Aquatics Facilities	Administrative		$64,000			$65,000			$65,000			$65,000	
	Safety Equip & Supplies			$15,000			$15,000			$15,000			$15,000
	Program Equip & Supplies			$4,000			$5,000			$5,000			$5,000
	Pool Supplies			$6,000			$7,500			$7,500			$7,500
Aquatics Facilities	Supplies - Pool		$25,000			$27,500			$27,500			$27,500	
	SC			$39,000			$39,000			$39,000			$39,000
	CC			$15,000			$15,000			$15,000			$15,000

	Avana				$11,000				$13,000				$13,000		$13,000
	Greyrock				$6,000				$7,000				$7,000		$7,000
Aquatics Facilities	Supplies - Chemicals			$71,000				$74,000				$74,000		$74,000	
	USA Swimming Registration				$5,500				$5,000				$5,000		$5,000
	Coach Training				$2,000				$2,000				$2,000		$2,000
	Swim Team Supplies				$3,000				$3,000				$3,000		$3,000
	Meet Expenses														
	Staff Meet Expenses				$7,000				$7,000				$7,000		$7,000
	Home Swim Meet				$5,000				$5,000				$5,000		$5,000
Aquatics Facilities	Supplies & Fees - Swim Team			$22,500				$22,000				$22,000		$22,000	
	SC - Equipment				$39,000				$39,000				$39,000		$39,000
	CC - Equipment				$17,000				$18,000				$18,000		$18,000
	Avana - Equipment				$10,000				$10,000				$10,000		$10,000
	GR - Equipment				$4,000				$4,500				$4,500		$4,500
	SC - Pool & Deck Coatings				$5,000				$5,000				$5,000		$5,000
	CC - Pool & Deck Coatings				$2,500				$4,000				$4,000		$4,000
	Avana - Pool & Decking Coatings				$1,400				$1,400				$1,400		$1,400
	GR - Pool. & Decking Coatings				$400				$400				$400		$400
	SC - Vaccuum				$3,000				$4,000				$4,000		$4,000
	CC - Vaccuum				$700				$800				$800		$800
	Avana - Vaccuum				$500				$500				$500		$500
	GR - Vaccuum				$300				$500				$500		$500
	SC - Permits & Inspections				$1,200				$1,200				$1,200		$1,200
	CC - Permits & Inspections				$3,500				$4,500				$4,500		$4,500
	Avana- Permits & Inspections				$400				$400				$400		$400
	GR- Permits & Inspections				$400				$400				$400		$400
Aquatics Facilities	Maintenance - Pool			$89,300				$94,600				$94,600		$94,600	
	SC - Janitorial				$14,000				$14,000				$14,000		$14,000
	CC - Janitorial				$1,200				$1,200				$1,200		$1,200
	Avana - Janitorial				$600				$600				$600		$600
	GR - Janitorial				$600				$600				$600		$600
	SC - Fence				$2,000				$4,000				$4,000		$4,000
	CC - Fence				$1,800				$1,800				$1,800		$1,800
	Avana - Fence				$400				$400				$400		$400
	GR - Fence				$400				$400				$400		$400
	SC - Equip & Maint				$5,000				$8,000				$8,000		$8,000
	CC - Equip & Maint				$3,500				$3,000				$3,000		$3,000
	Avana - Equip & Maint				$900				$1,200				$1,200		$1,200
	GR-Equip & Maint				$700				$700				$700		$700
	SC - Supplies				$3,000				$3,000				$3,000		$3,000
	CC - Supplies				$1,200				$1,200				$1,200		$1,200
	Avana - Supplies				$500				$500				$500		$500
	GR - Supplies				$300				$300				$300		$300
	Playground				$3,000				$3,000				$3,000		$3,000
	Café Building				$3,000				$3,000				$3,000		$3,000
	Post Office Building				$2,200				$2,200				$2,200		$2,200
	Swim Center Parking Lot & Dumpster				$18,000				$18,000				$18,000		$18,000
	Avana Parking Lot & Dumpster				$400				$400				$400		$400
	Greyrock - Parking Lot & Dumpster				$400				$400				$400		$400

Aquatics Facilities	Maintenance - Building			$63,100				$67,900				$67,900			$67,900	
	Aquatics Director				$82,000				$82,000				$82,000			$82,000
	Lifeguards				$454,000				$454,000				$454,000			$454,000
	Front Desk				$66,000				$80,000				$80,000			$80,000
	Aquatics Administration				$85,000				$87,500				$87,500			$87,500
	Payroll Taxes				$46,000				$48,150				$48,150			$48,150
Aquatics Facilities	Payroll - Staff			$733,000				$751,650				$751,650			$751,650	
	Contract Labor				$0				$0				$0			$0
	Private Lesson Instructor				$10,000				$8,000				$8,000			$8,000
	Group Lesson Instructor				$12,000				$10,000				$10,000			$10,000
	Program Instructor				$10,000				$10,000				$10,000			$10,000
	Lead Instructors				$5,000				$5,000				$5,000			$5,000
	Payroll Taxes				$4,000				$4,000				$4,000			$4,000
Aquatics Facilities	Payroll - Programming Staff			$41,000				$37,000				$37,000			$37,000	
	Head Coach				$73,000				$74,550				$74,550			$74,550
	Asst. Coaches				$20,000				$55,000				$55,000			$55,000
	Dry Land Coach				$3,000				$3,000				$3,000			$3,000
	Payroll Taxes				$6,000				$6,000				$6,000			$6,000
Aquatics Facilities	Payroll - Swim Team			$102,000				$138,550				$138,550			$138,550	
Aquatics Facilities	SC - Utilities - Water			$30,000				$30,000				$30,000			$30,000	
	Avana - Utilities - Water			$4,500				$6,000				$6,000			$6,000	
	GR - Utilities - Water			$4,000				$4,000				$4,000			$4,000	
Aquatics Facilities	SC - Utilities - Electric			$28,000				$28,000				$28,000			$28,000	
	Avana - Utilities - Electric			$12,000				$12,000				$12,000			$12,000	
	GR - Utilities - Electric			$6,000				$6,000				$6,000			$6,000	
Aquatics Facilities	Utilities - Natural Gas			$32,000				$32,000				$32,000			$32,000	
Aquatics Facilities	SC - Utilities - Telephone/Internet/Cameras			$12,000				$15,000				$15,000			$15,000	
	Avana - Utilities- Telephone/Internet/Cameras			$5,000				$5,000				$5,000			$5,000	
	GR - Utililites - Telephone/Internet/Cameras			$5,000				$5,000				$5,000			$5,000	
Aquatic Facilities Total			$1,349,400				$1,421,200				$1,421,200				$1,421,200	
Circle C Community Cer	Utilities - Water			$27,000				$27,000				$27,000			$27,000	
Circle C Community Cer	Utilities - Electric			$24,000				$24,000				$24,000			$24,000	
Circle C Community Cer	Utilities - Telephone/Internet			$9,000				$9,000				$9,000			$9,000	
Circle C Community Cer	Events Payroll			$6,000				$6,000				$6,000			$6,000	
	Janitorial				$18,000				$18,000				$18,000			$18,000
	Supplies				$6,000				$6,000				$6,000			$6,000
	Parking Lot & Dumpster				$6,000				$6,000				$6,000			$6,000
	Equip & Maint				$16,000				$16,000				$16,000			$16,000
	Contract Services				$2,000				$2,000				$2,000			$2,000
	Permit & Inspections				$2,000				$2,000				$2,000			$2,000
Circle C Community Cer	Maintenance - Building			$50,000				$50,000				$50,000			$50,000	
Circle C Community Ctr Total			$116,000				$116,000				$116,000				$116,000	
Maintenance Operations	Office Supplies			$1,500				$1,200				$1,200			$1,200	
Maintenance Operations	Employee Education			$1,200				$1,200				$1,200			$1,200	
Maintenance Operations	Uniforms			$1,800				$1,800				$1,800			$1,800	
Maintenance Operations	Staff Recruitment-Hiring			$300				$300				$300			$300	
Maintenance Operations	Safety Equip & Supplies			$1,400				$1,400				$1,400			$1,400	

Maintenance Operations	Maintenance Payroll			$180,000			$180,000			$180,000			$180,000	
Maintenance Operations	Pool Tech			$69,000			$69,000			$69,000			$69,000	
Maintenance Operations	Maintenance Payroll Taxes			$15,000			$15,000			$15,000			$15,000	
Maitenance Operations	Computers/Software			$1,400			$1,400			$1,400			$1,400	
Maintenance Operations	Tools/Supplies			$5,000			$5,000			$5,000			$5,000	
Maintenance Operations	Office Furniture			$600			$600			$600			$600	
Maintenance Operations Total		$277,200				$276,900			$276,900			$276,900		
HOA Operations	Office Supplies			$9,000			$9,000			$9,000			$9,000	
	Computers, Software & Service				$9,000			$9,000			$9,000			$9,000
	Cameras				$4,000			$4,000			$4,000			$4,000
	Furniture				$2,000			$2,000			$2,000			$2,000
HOA Operations	Equip/Maintenance			$15,000			$15,000			$15,000			$15,000	
	Maintenance/Registration				$3,000			$3,000			$3,000			$3,000
	Gas				$5,000			$5,000			$5,000			$5,000
HOA Operations	HOA Owned vehicles			$8,000			$8,000			$8,000			$8,000	
HOA Operations	Postage			$16,000			$18,000			$18,000			$18,000	
HOA Operations	Web Operations			$3,000			$3,000			$3,000			$3,000	
HOA Operations	Printing			$2,000			$3,000			$3,000			$3,000	
HOA Operations	HOA Meetings			$5,000			$5,000			$5,000			$5,000	
HOA Operations	Deed Restrictions			$5,000			$5,000			$5,000			$5,000	
HOA Operations	HOA Special Events			$30,000			$30,000			$30,000			$30,000	
HOA Operations	Professional Fees			$2,000			$2,000			$2,000			$2,000	
HOA Operations Total		$95,000				$98,000			$98,000			$98,000		
Financial Management	Management Services			$113,000			$115,000			$115,000			$115,000	
Financial Management	Resale Certificate			$17,350			$17,500			$17,500			$17,500	
Financial Management	Lien Filing Administrative Fees			$2,500			$2,500			$2,500			$2,500	
Financial Management	Bank Fees/Credit Card Fees			$40,000			$38,000			$38,000			$38,000	
Financial Management	CPA/Audit			$8,000			$8,000			$8,000			$8,000	
Financial Management Total		$180,850				$181,000			$181,000			$181,000		
HOA Management	Management Payroll			$190,000			$190,000			$190,000			$190,000	
HOA Management	Management Payroll Taxes			$15,000			$15,000			$15,000			$15,000	
HOA Management	Mileage Reimbursement			$6,000			$6,000			$6,000			$6,000	
HOA Management	Health Insurance			$44,000			$54,000			$54,000			$54,000	
HOA Management	Cont Ed & Skills Enhancement			$2,000			$2,000			$2,000			$2,000	
HOA Management	Consulting Contract													
HOA Management Total		$257,000				$267,000			$267,000			$267,000		
Architectural Review Exp	Architectural Review Expenses			$7,500			$7,500			$7,500			$7,500	
Architectural Review Expenses Total		$7,500				$7,500			$7,500			$7,500		
Legal Services	Legal Services			$20,000			$20,000			$20,000			$20,000	
Legal Services Total		$20,000				$20,000			$20,000			$20,000		
Taxes	Property			$5,500			$5,500			$5,500			$5,500	

Taxes Total		$5,500		$5,500		$5,500		$5,500	
Insurance	General, Property, Boiler & Auto, Umbrella		$72,000		$78,000		$78,000		$78,000
Insurance	HOA Owned Vehicles		$4,500		$5,000		$5,000		$5,000
Insurance	D & O Insurance		$12,000		$12,000		$12,000		$12,000
Insurance	Worker's Comp		$16,000		$16,000		$16,000		$16,000
Insurance Total		$104,500		$111,000		$111,000		$111,000	
Community Enhancemen	Donations		$1,000		$1,000		$1,000		$1,000
Community Enhancemen	Association Memberships		$2,000		$2,000		$2,000		$2,000
Community Enhancement Total		$3,000		$3,000		$3,000		$3,000	
Reserve Transfer			$285,370		$215,380		$273,380		$417,841
Reserve Transfer Total		$285,370		$215,380		$273,380		$417,841	
Grand Total		$4,657,537		$4,788,850		$4,846,850		$4,991,311	
Difference		-$5,712		$0		$0		$0	

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Exhibit A

Expected Reserve Expenditures and Capital Improvement for 2021				
SC-Picnic Tables & Benches (N)	$5,400			
GR - Shade structure (R)	$39,000			
CC-Pool Splash Pad UV System (N)	$9,000			
CC-Pool Replaster (N)	$84,000			
CC-Pool Slide Repairs/Polishing (N)	$6,500			
CC-Splash Pad Refinishing Features (R)	$4,500			
AV- Parking Lot Seal/Stripe (R)	$7,200			
GR - Parking Lot Seal/Strip (R)	$5,800			
SC - Lounge Chairs ®	$8,200			
SC -Playground Renovations (R)	$65,000			
CC - Carpet Replacement (R)	$22,000			
Wildflower - Mortar Stacked Wall ®	$6,500			
SC - Wade Pool Bucket Repaint (N)	$5,500			
Node Clock Replacement	$75,000			
Rock Work	$50,000			
Escarpment Project	$340,000			
CCN Improvement	$200,000			
Construction Repairs	$50,000			
Total	$983,600			

N- Needed
R - Recommended

Circle C Homeowners Association, Inc.
Conflict of Interest Policy

Article I
Purpose

The purpose of this conflict-of-interest policy is to protect the interests of Circle C Homeowners Association, Inc. ("CCHOA" or the "Corporation") whenever CCHOA is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director or other person in a position of authority within the Corporation or that might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit organizations.

Article II
Definitions

2.1. **Interested Person**

Any director, principal officer, or member of a committee with powers delegated by the Board of Directors, who has a direct or indirect financial interest, as defined below, is an interested person.

2.2. **Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

a. An ownership or investment interest in any entity with which CCHOA has a transaction or arrangement,

b. A compensation arrangement with CCHOA or with any entity or individual with which CCHOA has a transaction or arrangement, or

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which CCHOA is negotiating a transaction or arrangement.

As used above, compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

2.3 **Determination of Conflict**

A financial interest is not necessarily a conflict of interest. Under Section 3.2 of this policy, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III
Procedures

3.1. **Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must promptly disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors considering the proposed transaction or arrangement.

3.2. **Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the governing board meeting while the remaining board members decide if a conflict of interest exists.

3.3. **Procedures for Addressing the Conflict of Interest**

a. An interested person shall make an appropriate disclosure of all material facts, including the existence of any financial interest, at any time that any actual or potential conflict of interest arises. The interested person may make a presentation at a Board of Directors or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The President or Vice President of CCHOA, may, at his/her discretion, appoint a disinterested person(s) within the board to investigate alternatives to the proposed transaction or arrangement.

c. The governing board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in CCHOA's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

3.4. **Violations of the Conflicts of Interest Policy**

a. If the governing board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate remedial and corrective action.

Article IV Records of Proceedings

4.1 **Records**

The minutes of the Board of Directors shall contain:

a. The name of each person who disclosed or otherwise was found to have an actual or possible conflict of interest, and the Board of Directors decision as to whether a conflict of interest in fact existed.

Article V
Compensation

5.1 **Voting Rights**

A voting member of the Board of Directors who receives compensation, directly or indirectly, from CCHOA for services is precluded from voting on matters pertaining to that member's compensation.

Article VI Annual Statements

6.1 **Affirmation of Acceptance.**

Each director shall be provided a copy of this policy within 30 days after his/her election or appointment to that position. By continuing to serve in that position without making written objection to this policy, the director shall be deemed to have affirmed that the director has read and understood the policy and will comply with it.

Article VII
Periodic Reviews

7.1 **Conflict of Interest Audit.**

CCHOA may periodically conduct a review with respect to an individual's director compliance with this conflict-of-interest policy. All directors shall comply with all reasonable requests for information incident to such review, provided that specific financial information relating to an interested person shall be not be deemed to be a corporate book/record and that information shall be protected from public disclosure. CCHOA may, use outside advisors to conduct the review.

Casey Giles, PE

Professional Designation

Professional Engineer (PE) Registered in Texas #91797

Work Experience

August 2020, Manhard Consulting, Associate Principal

Hired to start an Austin office for a 50 year old private consulting firm from Chicago, Illinois. Built a team of 10 engineers, drafters, and EITs and procured office space, and continuing to grow. Currently managing operations, office, staffing, and plan production.

May 2013 to August 2020, PSW Real Estate, Director of Engineering

Brought on board to build and manage an in-house engineering team in order to design and permit site infrastructure for complex urban infill development.

Project management tasks include coordination and oversight of all entitlement, engineering design, and permitting activities for projects in Austin, San Antonio, and Dallas. Staff consists of three licensed civil engineers and two cad designers. Projects entail close coordination with acquisitions group, architecture design group, and city departments to ensure accurate and efficient design and permitting that meets the needs of complicated, dense, infill development.

January 2010 to April 2013, National Trench Safety, Safety Systems Engineer

Responsible for all trench safety plans and traffic control plans for all NTS offices in Texas, Louisiana, Arizona, and Utah. Daily responsibilities involve developing the best shoring and safety plans with new and returning clients that best fit each unique construction scenario. For each shoring plan, I use the geotechnical bore logs to develop expected soil loading, and then use structural analysis to calculate stresses and design the best system for the clients needs.

Project design tools include:

- AutoCAD, SolidWorks, Risa 2D, MS Word and Excel.

August 2008 to January 2010, Conley Engineering, Project Manager

Similar to previous job, responsibilities included working with clients to develop trustworthy and beneficial relationships. Worked with them to develop proposals, budgets, schedules, change orders, City and County permits, often multiple parallel site plans.

Engineering tasks included sole responsibility for performing all engineering and design for construction plan preparation and entitlements. Each project required design of water and wastewater systems, parking/driveway design, and hydrologic/hydraulic modeling of flood plains, detention and water quality ponds, storm systems, culverts and channels. Coordinated with City of Austin, Travis County, and Austin Water Utility to obtain construction permits.

February 2004 to August 2008, C Faulkner Engineering, Project Manager

Project management responsibilities included working closely with multiple clients to develop trustworthy and beneficial relationships. Interoffice management responsibilities consist of developing and tracking proposals, budgets, schedules, change orders, accounts receivable, and managing a staff of EITs and drafters to complete multiple land development projects. Manage projects with engineering budgets ranging from $50,000 to $500,000 and civil construction budgets up to $10 million. Coordinate with contractors, owners, sub-consultants, and inspectors during construction. Perform construction inspection and approve pay applications.

Engineering responsibilities included performing or overseeing all engineering for single and multi-phase residential and commercial developments including zoning, preliminary plans, platting, and construction plans. Responsible for site layouts, engineering of water and wastewater systems, lift station design street horizontal and vertical alignment, and hydrologic/hydraulic modeling of detention and water quality ponds, storm systems, culverts and channels, and flood plain delineation, and LOMAs/LOMRs/CLOMRs. Coordinated with City of Austin, Travis County, Hays County, Austin Water Utility, TCEQ, and WCID 17 to obtain construction permits. Coordinate with subcontractors on wastewater treatment plant design, construction, and permitting. Prepared contract documents and specifications, performed construction routine inspection, and assisted with coordination of MUD bond reimbursement.

December 2000 to November 2003, Carter Burgess, Project Engineer/Manager

Responsibilities were to perform engineering design for single and multi-phase residential and commercial developments including preliminary plans, platting, and construction plan preparation. General responsibilities increased over time, from specific engineering tasks, to working with drafters, project managers, and other EITs preparing and processing land development projects. Design and project management responsibilities steadily increased from support, to lead engineer, then to project manager responsible for client interaction, budget tracking, identifying change orders, oversight of design by others, and finally permitting. Design included water, wastewater, drainage, grading, storm sewer systems, channels, culverts, water quality, detention, street alignment/profiles, culvert crossings, channels, flood plain delineation, etc.

June 1998 – December 2000, Woodward Clyde, Project Engineer

Project engineer responsibilities in environmental remediation included groundwater, soil and air sampling to test for hazardous material contamination. Environmental engineering tasks consist of performing hazardous material delineation, tracking, and removal/containment. Project management involved management of sampling, classification, shipment, and disposal of multiple waste streams from pipeline stations throughout Texas, Oklahoma, and New Mexico.

Education

1993 - 1998 The University of Texas at Austin, **BS - Civil Engineering**

Affiliations

Past President/Board Member – Austin Contractors and Engineers Association(ACEA)
Past Chair/Current member of the ACEA regulatory committee
RECA member
Former Co-chair of the Home Builders Association Regulatory Committee
Gateway Church Member/Volunteer