

CCHOA Board Meeting Agenda
4 December 2019, 6:30pm
Circle C Community Center

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of October 29, 2019 board meeting minutes *Russ Hodes*
- IV. Homeowner Forum (*3 min each*)
- V. Management Reports
 - a. General Report, *Karen Hibpshman*
 - 1. Oct YTD Financials
 - b. Landscape Report, *Karen Hibpshman*
 - c. Aquatics Report, *Brody McKinley*
 - d. Maintenance Report, *Robert Bardeleben*
- VI. Discussion Items
 - a. Escarpment Loop Project
 - b. Draft Privacy Policy
 - c. Social Media Policy
- VII. Action Items
 - a. Change Board Meeting Date
 - b. Funding for Slaughter Lane repairs
 - c. 2020 Draft Budget
 - d. ACC Committee Guidelines
 - e. Common area/Maintenance guidelines
 - f. CC&R Amendments
 - g. Circle C Café Lease
 - h. Circle C Landscaping Office Lease – 5919 La Crosse Ave
 - i. Circle C Landscaping Office Lease – 7817 La Crosse Ave
 - j. Architectural Review Services Contract
 - k. Acceptance of Lot 37, Blk A, Tract 8A & Lot 38, Blk A, Tract 8A
- VIII. Adjourn Public Meeting
- IX. Executive Session
 - a. HR

Attachments

- 1. Oct 2019 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report
- 6. Escarpment Project Bids
- 7. 2020 Draft Budget
- 8. Common area/Maintenance guidelines

Circle C Homeowners Association
Board Meeting Minutes
October 29, 2019

1. The CCHOA Board of Directors convened on October 29, 2019 at the Circle C Community Center. Kim Ackermann called the meeting to order at 6:30 p.m. In attendance were board members Kim Ackermann, Natalie Placer-McClure, Russ Hodes, AE Martin and Michael Chu. Steve Urban and Jason Bram were not present. CCHOA Manager Karen Hibpshman was in attendance. Marnie McLeod, Assistant Manager was in attendance. Brody McKinley, Aquatics Director was present. Robert Bardeleben, Facilities Coordinator was present. Clayton Hoover from Circle C Landscape was present.
2. Kim asked if there were any changes to the agenda. Karen asked that Land Development Code and the Corridor Project be added to Discussion Items. Michael motioned to accept the agenda with the changes. Natalie seconded the motion. All were in favor and the motion passed.
3. Kim presented the September 24, 2019 board meeting minutes. Natalie motioned to accept the minutes as written. Michael seconded the motion. All were in favor and the motion passed.
4. Kim introduced the Homeowner Forum. Gale Foster addressed the board as an admin on the resident organized Circle C Residents Facebook group. She is concerned that there are over 200 pending to join the Residents Facebook page and the only way the current admins are able to verify if they are residents is through TCAD but TCAD is several months behind on inputting information. She stated that HOA staff is able to verify residents, sold properties and tenants. To keep the Residents page viable, she asked if staff could be put back on as admins to approve/remove residents to keep it a closed group? Ms. Foster also mentioned she provided a number of questions to the Board of Directors via email and the responses she received were inadequate. Michael agreed to meet with her offline to discuss her items of concern.
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 2020 Draft Budget. Karen presented two versions of the 2020 budget. The first version kept the capital expenses shown as coming out of the operating expenses which has been the traditional way the Circle C HOA budget has been prepared and presented. The second version shows the capital expenses coming out of the reserves and funding the reserves from of the operating budget. Funding will need to be added for any damages caused by the Corridor Project. This item will be an action item at the next board meeting.
10. The second discussion item is the Escarpment Loop project. Karen updated the board that she has only received one bid and waiting on the others. The landscaping plans/construction documents were sent out 3 months ago and still having a hard time getting bids back.
11. The third discussion item was the Social Media Policy. Natalie suggested that the HOA use a Facebook business page, Twitter or other social media platforms. Use a Facebook business

page to allow for information to be shared by the Board concerning HOA business, events and projects but would not be a platform for complaints.

12. The fourth discussion item was the Circle C North bushes. Karen explained that on Barstow where the some of the bushes have died, we had a complete failure of the temporary irrigation system that was installed in 2011. Also, the temporary irrigation is above ground. We are looking at different options on how to get a permanent fix for the irrigation in this Barstow.
13. The fifth discussion item was the Communications Plan. The residents have requested HOA information be available via Social Media and the current Resident Facebook page is not a function or official communication channel for the HOA, the HOA will create a business Facebook page for the residents to reference. Additional planes include Newsletter improvements, possible Meet & Greet, posting BOD meeting summary in emails and on Official HOA Facebook page and other social media platforms.
14. The sixth discussion item was the ACC Committee Member Guidelines. Karen will email the document to the board and it will be an action item at the next board meeting.
15. The seventh discussion item was the Common area/Maintenance guidelines. The ACC developed a draft of the guidelines and requests board review. This item will be an action item at the next board meeting.
16. The eighth discussion item was the CC&R proposed amendments. This will be an action item at the next board meeting.
17. The ninth discussion item was the proposed Land Development Code. Karen met with Council Member Ellis's staff to discuss the concerns on the new code. On Monday, Karen met with city staff to further outline the concerns with the code. Under the new proposed code, zoning for single family lots in Circle C would be changed to R2A which allows duplexes and ADU's. Karen pointed out that Circle C has the Bradley Settlement Agreement and asked if they had plans to open the agreement and make changes which they answered no. They will make the recommendation to council to amend the zoning to F25 which is comparable to SF2.
18. The tenth discussion item was the Corridor Project. Michael Chu, Clayton Hoover and Karen met with the Corridor Project team on October 17, 2019 concerning the proposed plans. Per the Corridor Project team, they would be providing a "higher level of care" for Slaughter Lane then for any other location. Also, if any irrigation is damaged that is located on their located on their map, they would be responsible for repairs. If it was not located on their map, they are not responsible for the damages/repair. On the new plans, it shows an 8' sidewalk on Escarpment (west side), from the corner of Slaughter going south to the bridge being installed which means that we would lose all of the trees on the west side of Escarpment including the bollard lights. Also included in the plans shows the expanded turn lane on Slaughter narrowing down back to the HEB driveway and the removal off all the trees but possibly three. We will be reaching out to others to try to get this looked at and see if we can get additional changes to the plans.
19. No Action Items
20. Natalie motioned to adjourn the Public Meeting at 8:33pm. AE seconded the motion. All were in favor and the motion passed.

21. No Executive Session

**Circle C Homeowners Association
Manager's Report
October 28, 2019 – November 26, 2019**

Violation Report (Oct 28th, 2019 – Nov 26th, 2019)

224 Violations

- 85 (38%) Rubbish and Debris
- 87 (39%) Front Yard Maintenance
- 4 (2%) Architectural
- 4 (2%) Vehicle Storage
- 30 (13%) Repair of Exterior Damages
- 1 (1%) Exterior Lighting
- 6 (3%) Driveway
- 1 (1%) Recreational Equipment
- 4 (2%) Fencing
- 2 (1%) Maintenance

224 Violations by Stage

- 178 (86%) stage 1/cooperative letters
- 40 (12%) stage 2 letters
- 6 (2%) stage 3 letters

224 Violation Updates/Creates

- 128 (57%) Closed
- 63 (28%) New
- 29 (13%) Escalated
- 4 (2%) Re-Opened
- 2 (1%) Attorney

Administration

40 New Homeowner Packets mailed October 28th – November 26th

Financial

AP checks were signed October 18th & November 20th with Terri Giles

Upcoming Special Events

Dec 6th – Adult Holiday Party

Dec 14th – Children's Holiday Party

Project/Updates

- The Escarpment Landscaping/Irrigation plans were sent out to bid to 5 companies. 1 company declined to bid, 3 bids are included in the board packet.
- The 2nd semi-annual billing for Rowell was submitted for \$26,184.40.
- The Community Center is an official voting location for 2020.
- Met with the contractors concerning the Goddard Daycare site on October 24th. They will be installing 2-3 (depends on space) 4” sleeves under the driveway for us to reconnect the mainline and wiring when construction is complete. Construction on this site has started. During the meeting, requested the same number and size of sleeves on the Active Living side and they agreed. Once they get closer to the end of construction, we will work on the reimbursement for the damages/replacement to the landscaping. Right now, we do not know the extent or how much more will be damaged during the construction period.
- Attended Council Member Paige Ellis’s Town Hall meeting. There were six points that came out of the Town Hall meeting.
 - The city wants high density housing in the “higher end” communities.
 - Big push for folks to use public transportation. No plans at this time to expand public transportation in SW Austin.
 - Question on lot to lot flooding. Staff will not be reviewing plans for flooding issues at the time of review. This will be looked at if it happens during building and staff can red flag the project and not issue a certificate of occupancy. If it happens after the build is complete, the owners will have to work through the Code Enforcement Department.
 - Mass transit – nothing on the plans for District 8. Paige would like to see more public transportation options for District 8.
 - R2A allows for duplexes and ADU’s. R4A’s height limit is 35”. If the develop provides affordable housing, they can go up to 45’.
 - The request was made for a shared use path on Southwest Parkway.
- Susan will provide an update on the Corridor Project.

• **Capital Projects**

2019 Capital Budget Projects include:

Swim Center - Furniture	Completed
Landscaping – Irrigation Infrastructure	Continuing Project
Landscaping – Slaughter tree trimming	Completed
Landscaping – Rock Word	Continuing Project
Landscaping – Dahlgreen/La Crosse Ave	Completed

Pool Covers	Completed
SC Wade Pool Repairs	Completed
Avana – Re-staining	Completed
CC – Replace final handrail	Completed
Wildflower Park – Picnic Tables/Benches	Completed
Monument	Project has been sent out to bid
Escarpment Project	3 bids have been received
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.

2019 CCHOA INCOME BUDGET

Category	Subcategory	2019 Budget	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Totams	%
Homeowner Income	Homeowner Dues	\$3,527,000	\$42,966.08	\$986,492.36	\$524,743.93	\$159,979.86	\$109,207.83	\$44,701.57	\$1,076,359.10	\$459,829.33	\$113,585.55	\$69,967.61	\$3,587,833.22	102%
Homeowner Income	Resale Certificates	\$75,000	\$3,825.00	\$5,175.00	\$6,975.00	\$10,125.00	\$10,800.00	\$8,325.00	\$9,000.00	\$7,425.00	\$5,400.00	\$4,500.00	\$71,550.00	95%
Homeowner Income	Transfer Fees I0come	\$100,000	\$5,514.57	\$2,450.00	\$5,950.00	\$7,350.00	\$8,400.00	\$11,200.00	\$10,150.00	\$9,975.00	\$6,650.00	\$7,525.00	\$75,164.57	75%
Homeowner Income	Late Fees Collected	\$20,000	\$2,113.00	\$1,523.19	\$1,542.65	\$2,529.93	\$2,875.29	\$1,472.49	\$1,871.51	\$1,456.74	\$2,388.05	\$2,561.59	\$20,334.44	102%
Homeowner Income	Lien Admin Fees Income	\$400	\$84.00	\$83.30	\$70.00	\$42.00	\$28.00	\$56.00	\$14.00	\$14.00	\$14.00	\$0.00	\$405.30	101%
Homeowner Income	Filing Fee Income	\$1,250	\$364.70	\$238.00	\$280.00	\$168.00	\$140.85	\$195.15	\$56.00	\$56.78	\$97.30	\$0.00	\$1,596.78	128%
Homeowner Income	NSF Charges	\$100	\$0.00	\$25.00	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00	\$25.00	\$25.00	\$0.00	\$125.00	125%
Homeowner Income	Collection Fee Income	\$250	\$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		\$3,724,000	\$54,867.35	\$995,986.85	\$539,586.58	\$180,194.79	\$131,451.97	\$65,950.21	\$1,097,475.61	\$478,781.85	\$128,159.90	\$84,554.20	\$3,757,009.31	101%
Architectural Review Income	Architectural Review I0come	\$25,000	\$5,610.00	\$6,585.00	\$5,560.00	\$8,835.00	\$8,085.00	\$1,739.41	\$930.00	\$1,095.00	\$420.00	\$840.00	\$39,699.41	159%
Architectural Review I0come Total		\$25,000	\$5,610.00	\$6,585.00	\$5,560.00	\$8,835.00	\$8,085.00	\$1,739.41	\$930.00	\$1,095.00	\$420.00	\$840.00	\$39,699.41	159%
Rental Income	Office Rent	\$8,300	\$2,193.28	\$0.00	\$0.00	\$2,193.28	\$0.00	\$0.00	\$2,193.28	\$1,438.65	\$0.00	\$2,193.28	\$10,211.77	123%
Rental Income	Grill Rent	\$6,300	\$512.50	\$512.50	\$512.50	\$512.50	\$512.50	\$0.00	\$1,025.00	\$512.50	\$512.50	\$512.50	\$5,125.00	81%
Rental Income Total		\$14,600	\$2,705.78	\$512.50	\$512.50	\$2,705.78	\$512.50	\$0.00	\$3,218.28	\$1,951.15	\$512.50	\$2,705.78	\$15,336.77	105%
Aquatics Income	Pool Programs	\$88,000	\$1,073.75	\$2,511.50	\$9,689.00	\$11,049.50	\$18,273.50	\$19,078.36	\$11,536.25	\$5,162.25	\$3,113.00	\$1,791.75	\$83,278.86	95%
Aquatics Income	Pool Programs - Swim Team	\$143,500	\$6,514.50	\$6,665.00	\$7,560.00	\$8,880.00	\$10,865.00	\$8,721.50	\$7,030.00	\$11,822.00	\$15,562.50	\$12,480.00	\$96,100.50	67%
Aquatics Income	Facility Income	\$37,500	\$6,945.66	\$136.66	\$7,068.01	\$4,192.66	\$10,958.81	\$9,245.82	\$6,654.57	\$4,838.68	\$1,088.54	\$693.82	\$51,823.23	138%
Aquatics Income Total		\$269,000	\$14,533.91	\$9,313.16	\$24,317.01	\$24,122.16	\$40,097.31	\$37,045.68	\$25,220.82	\$21,822.93	\$19,764.04	\$14,965.57	\$231,202.59	86%
CCCC Income	CCCC Facility Rentals	\$50,000	\$4,590.00	\$3,492.50	\$3,165.00	\$4,152.48	\$4,885.00	\$11,050.00	\$900.00	\$13,839.00	\$3,350.00	\$6,780.00	\$56,203.98	112%
CCCC Income Total		\$50,000	\$4,590.00	\$3,492.50	\$3,165.00	\$4,152.48	\$4,885.00	\$11,050.00	\$900.00	\$13,839.00	\$3,350.00	\$6,780.00	\$56,203.98	112%
Landscape Reimbursements	Stratus Reimb	\$97,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,500.00	\$48,500.00	\$0.00	\$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	\$17,600.00	\$0.00	\$0.00	\$17,600.00	100%
Landscape Reimbursements Total		\$114,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,500.00	\$48,500.00	\$17,600.00	\$0.00	\$0.00	\$114,600.00	100%
Miscellaneous	Interest Income	\$5,000	\$1,358.45	\$1,235.21	\$4,542.19	\$2,205.31	\$1,436.26	\$1,240.31	\$173.62	\$1,456.89	\$11,497.18	\$1,628.52	\$26,773.94	535%
Miscellaneous	Sales Tax Discount	\$0	\$1.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.18	
Miscellaneous Total		\$5,000	\$1,359.63	\$1,235.21	\$4,542.19	\$2,205.31	\$1,436.26	\$1,240.31	\$173.62	\$1,456.89	\$11,497.18	\$1,628.52	\$26,775.12	536%
Rowell Reimbursement	The Rowell HOA	\$45,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,778.61	\$0.00	\$0.00	\$0.00	\$22,778.61	51%
The Rowell Total		\$45,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,778.61	\$0.00	\$0.00	\$0.00	\$22,778.61	51%
Grand Total		\$4,247,200.00	\$83,666.67	\$1,017,125.22	\$577,683.28	\$222,215.52	\$186,468.04	\$165,525.61	\$1,199,196.94	\$536,546.82	\$163,703.62	\$111,474.07	\$4,263,605.79	100%

2019 CCHOA EXPENSE BUDGET

Category	Subcategory	2019 Budget	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Totams	%
Commons Area Services	Landscape Maint Contract	\$1,155,950	\$96,329.24	\$96,329.24	\$96,329.24	\$96,329.24	\$96,329.24	\$96,329.24	\$96,329.24	\$96,329.24	\$96,329.24	\$96,329.24	\$963,292.40	83%
Commons Area Services	Contract Landscape SC	\$30,318	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$25,265.60	83%
Commons Area Services	Contract Landscape CCCC	\$30,318	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$2,526.56	\$25,265.60	83%
Commons Area Services	Contract Landscape AV	\$21,500	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$17,916.50	83%
Common Area Services	Contract Landscape GR	\$21,500	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$1,791.65	\$17,916.50	83%
Common Area Services	Common Area Holiday Lighting	\$43,075	\$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	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	15%
Commons Area Services	Landscape Repairs	\$70,000	\$925.00	\$982.95	\$0.00	\$7,680.00	\$11,441.00	\$13,137.69	\$7,943.11	\$16,875.00	\$9,410.00	\$6,421.00	\$74,815.75	107%
Commons Area Services	Landscape Water Utilities	\$245,000	\$3,019.22	\$3,261.90	\$2,635.14	\$5,181.30	\$6,646.60	\$7,637.92	\$17,516.97	\$33,397.92	\$43,895.01	\$27,717.10	\$150,909.08	62%
Commons Area Services	COA Water Utility Compliance	\$8,000	\$7,998.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$355.00	\$0.00	\$8,353.50	104%
Common Area Services	Landscape Electric Utilities	\$36,000	\$4,533.35	\$3,562.85	\$2,651.75	\$2,560.08	\$2,894.89	\$3,522.94	\$2,740.76	\$2,585.05	\$2,552.81	\$2,650.10	\$30,254.58	84%
Common Area Services	Tree Care	\$25,000	\$8,340.00	\$985.00	\$0.00	\$0.00	\$0.00	\$2,580.00	\$0.00	\$2,800.00	\$75.00	\$3,718.50	\$18,498.50	74%
Commons Area Services	Fence Repairs & Maint	\$7,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00	\$0.00	\$44.70	\$7,044.70	101%
Commons Area Services	Electrical Repairs & Maint	\$13,000	\$1,638.25	\$0.00	\$62.68	\$1,361.98	\$55.00	\$0.00	\$0.00	\$1,008.12	\$0.00	\$2,085.46	\$6,211.49	48%

Common Area Services	Neighborhood Maint & Repair	\$17,000	\$1,847.83	\$1,489.46	-\$75.60	\$862.98	\$77.58	\$252.32	\$687.37	\$4,523.22	\$870.73	\$0.00	\$10,535.89	62%
Common Area Services	Non Contract Landscape - SC	\$15,000	\$0.00	\$0.00	\$37.89	\$0.00	\$2,430.21	\$2,408.56	\$0.00	\$0.00	\$368.05	\$3,518.13	\$8,762.84	58%
Commons Area Services Total		\$1,743,661	\$133,267.81	\$115,247.82	\$110,277.52	\$122,612.00	\$128,510.94	\$135,255.09	\$133,853.87	\$173,154.97	\$162,492.26	\$151,120.65	\$1,365,792.93	78%
Aquatics Facilities	Administrative	\$58,000	\$3,272.11	\$3,500.99	\$4,768.90	\$7,971.80	\$4,332.42	\$2,424.21	\$1,456.75	\$924.89	\$3,886.18	\$1,201.26	\$33,739.51	58%
Aquatics Facilities	Supplies - Pool	\$16,000	\$549.45	\$542.87	\$97.76	\$913.49	\$546.25	\$651.07	\$1,133.52	\$142.50	\$0.00	\$0.00	\$4,576.91	29%
Aquatics Facilities	Supplies - Chemicals	\$71,000	\$3,880.50	\$2,991.37	\$3,407.06	\$4,885.80	\$4,020.21	\$7,221.63	\$6,974.27	\$7,132.20	\$5,720.03	\$4,274.96	\$50,508.03	71%
Aquatics Facilities	Supplies & Fees - Swim Team	\$25,000	-\$88.32	\$923.44	\$1,635.56	\$2,246.38	\$845.56	\$486.25	\$756.58	\$654.69	\$43.28	\$8,309.34	\$15,812.76	63%
Aquatics Facilities	Maintenance - Pool	\$81,500	\$6,489.94	\$8,537.05	\$11,475.09	\$1,741.38	\$3,986.74	\$4,610.77	\$6,483.30	\$6,060.90	\$14,832.41	\$2,816.08	\$67,033.66	82%
Aquatics Facilities	Maintenance - Building	\$52,000	\$1,952.39	\$2,343.33	\$4,668.34	\$2,498.59	\$2,355.92	\$3,590.31	\$3,384.78	\$1,231.03	\$2,775.65	\$4,158.37	\$28,958.71	56%
Aquatics Facilities	Payroll - Staff	\$652,000	\$24,221.01	\$27,355.01	\$28,894.61	\$46,641.49	\$94,007.28	\$109,680.46	\$117,515.47	\$108,670.27	\$52,248.84	\$55,419.43	\$664,653.87	102%
Aquatics Facilities	Payroll - Programming Staff	\$41,000	\$536.40	\$742.97	\$1,048.31	\$2,418.58	\$5,771.47	\$7,148.89	\$7,056.70	\$6,858.53	\$2,140.18	\$2,974.85	\$36,696.88	90%
Aquatics Facilities	Payroll - Swim Team	\$121,825	\$6,166.23	\$7,138.88	\$7,567.82	\$7,326.13	\$11,357.44	\$6,674.13	\$8,117.41	\$6,113.68	\$7,428.59	\$14,159.98	\$82,050.29	67%
Aquatics Facilities	SC-Utilities - Water	\$30,000	\$1,359.82	\$1,600.79	\$1,913.31	\$4,328.37	\$1,947.21	\$1,894.99	\$2,285.68	\$2,450.56	\$2,700.77	\$2,102.45	\$22,583.95	75%
Aquatics Facilities	Avana _Utilities-Water	\$4,500	\$101.48	\$101.48	\$101.48	\$202.96	\$100.85	\$100.85	\$100.85	\$771.74	\$767.65	\$558.58	\$2,807.07	62%
Aquatics Facilities	GR - Utilities - Water	\$4,500	\$203.46	\$187.76	\$211.08	\$210.38	\$193.59	\$205.44	\$213.88	\$248.46	\$0.00	\$451.19	\$2,125.24	47%
Aquatics Facilities	SC-Utilities - Electric	\$28,000	\$2,062.57	\$2,131.34	\$1,537.70	-\$391.43	\$1,876.07	\$2,680.15	\$1,648.83	\$1,881.28	\$2,049.89	\$1,999.91	\$17,476.31	62%
Aquatics Facilities	Avana - Utilities- Electric	\$12,000	\$853.83	\$834.52	\$785.95	\$813.93	\$806.70	\$794.20	\$960.68	\$977.69	\$940.96	\$808.07	\$8,576.53	71%
Aquatics Facilities	GR -Utilities-Electric	\$6,000	\$416.23	\$437.06	\$437.06	\$401.95	\$416.60	\$420.76	\$439.43	\$441.49	\$432.26	\$435.98	\$4,279.55	71%
Aquatics Facilities	Utilities - Natural Gas	\$32,000	\$6,328.07	\$5,142.85	\$3,856.42	\$2,822.30	\$2,453.28	\$856.17	\$357.25	\$362.43	\$316.53	\$321.25	\$22,816.55	71%
Aquatics Facilities	SC-Utilities - Telephone/Internet	\$11,000	\$421.30	\$506.26	\$506.26	\$511.59	\$511.57	\$1,272.20	\$329.56	\$1,359.93	\$830.86	\$515.30	\$6,764.83	61%
Aquatics Facilities	Avana - Telephone/Internet	\$4,000	\$307.26	\$626.73	\$119.18	\$118.72	\$128.43	\$118.80	\$121.03	\$290.53	\$290.34	\$301.06	\$2,422.08	61%
Aquatics Facilities	GR - Telephone/Internet	\$4,000	\$171.80	\$190.92	\$182.21	\$181.75	\$181.63	\$181.66	\$183.89	\$184.82	\$184.50	\$214.13	\$1,857.31	46%
Aquatic Facilities Total		\$1,254,325	\$59,205.53	\$65,835.62	\$73,214.83	\$85,844.16	\$135,738.37	\$151,012.94	\$159,519.86	\$146,757.62	\$97,588.92	\$101,022.19	\$1,075,740.04	86%
Circle C Community Center	Utilities - Water	\$35,000	\$1,690.42	\$1,740.86	\$1,862.29	\$4,311.05	\$5,254.63	\$2,808.59	\$1,408.57	\$1,662.89	\$1,389.14	\$1,101.91	\$23,230.35	66%
Circle C Community Center	Utilities - Electric	\$20,000	\$1,744.57	\$1,654.03	\$1,635.92	\$1,614.18	\$1,422.23	\$1,711.96	\$2,135.70	\$2,577.53	\$2,588.40	\$2,128.44	\$19,212.96	96%
Circle C Community Center	Utilities - Telephone/Internet	\$9,600	\$0.00	\$688.34	\$688.34	\$688.34	\$609.21	\$608.07	\$608.07	\$608.07	\$779.31	\$650.37	\$5,928.12	62%
Circle C Community Ctr	Events Payroll	\$6,000	\$0.00	\$265.02	\$255.18	\$204.98	\$1,068.25	\$651.31	\$304.92	\$326.81	\$263.12	\$754.49	\$4,094.08	68%
Circle C Community Center	Furniture	\$2,000	\$0.00	\$404.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$404.62	20%
Circle C Community Center	Maintenance - Building	\$39,500	\$3,179.28	\$1,962.39	\$2,663.13	\$2,696.88	\$6,425.76	\$3,051.68	\$8,600.80	\$2,494.17	\$2,287.22	\$2,354.93	\$35,716.24	90%
Circle C Community Ctr Total		\$112,100	\$6,614.27	\$6,715.26	\$7,104.86	\$9,515.43	\$14,780.08	\$8,831.61	\$13,058.06	\$7,669.47	\$7,307.19	\$6,990.14	\$88,586.37	79%
Maintenance Operations	Office Supplies	\$1,600	\$0.00	\$93.12	\$632.60	-\$0.01	\$0.00	\$267.60	\$0.00	\$0.00	\$0.00	\$11.85	\$1,005.16	63%
Maintenance Operations	Employee Education	\$1,200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$183.46	\$0.00	\$0.00	\$183.46	15%
Maintenance Operations	Uniforms	\$1,800	\$0.00	\$0.00	\$0.00	\$738.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$738.00	41%
Maintenance Operations	Staff Recruitment	\$300	\$0.00	\$35.00	\$0.00	\$0.00	\$160.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$195.52	65%
Maintenance Operations	Safety Equip/Supplies	\$900	\$253.76	\$68.06	\$0.00	\$194.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$516.53	57%
Maintenance Operations	Maintenance Payroll	\$175,000	\$12,661.54	\$12,661.54	\$12,661.54	\$12,661.54	\$18,992.31	\$12,661.54	\$12,661.54	\$12,661.54	\$12,661.54	\$18,992.31	\$139,276.94	80%
Maintenance Operations	Pool Tech	\$69,000	\$4,726.69	\$5,877.92	\$7,155.68	\$4,928.84	\$7,115.41	\$5,029.59	\$6,288.19	\$5,938.64	\$4,135.14	\$5,949.51	\$57,145.61	83%
Maintenance Operations	Payroll Taxes	\$15,000	\$1,090.17	\$1,063.54	\$1,031.32	\$1,033.01	\$1,561.63	\$1,053.95	\$1,096.70	\$1,020.25	\$591.72	\$1,509.88	\$11,052.17	74%
Maintenance Operations	Computer/Software	\$1,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$86.59	\$0.00	\$86.59	9%
Maintenance Operations	Tools/Supplies	\$5,000	\$19.78	\$1,419.36	\$1,106.54	\$125.18	\$170.58	\$0.00	\$0.00	\$949.66	\$0.00	\$1,020.75	\$4,811.85	96%
Maintenance Operations	Office Furniture	\$500	\$0.00	\$0.00	\$586.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$586.59	117%
Maintenance Operations Total		\$271,300	\$18,751.94	\$21,218.54	\$23,174.27	\$19,681.27	\$28,000.45	\$19,012.68	\$20,046.43	\$20,753.55	\$17,474.99	\$27,484.30	\$215,598.42	79%
HOA Operations	Office Supplies	\$9,000	\$261.59	\$3,016.78	\$375.23	\$160.56	\$510.39	\$624.73	\$819.83	\$505.78	\$453.27	\$250.56	\$6,978.72	78%
HOA Operations	Equip & Maintenance	\$14,000	\$252.13	\$183.93	\$1,994.17	\$252.10	\$189.33	\$2,570.77	\$189.23	\$1,353.88	\$298.40	\$263.76	\$7,547.70	54%
HOA Operations	HOA Owned Vehicle Expense	\$7,000	\$271.34	\$183.13	\$407.44	\$353.66	\$252.42	\$288.69	\$281.72	\$376.02	\$262.28	\$129.03	\$2,805.73	40%
HOA Operations	Postage	\$16,000	\$3,646.60	\$1,752.95	\$185.40	\$851.25	\$3,185.15	\$246.00	\$1,788.85	\$350.60	\$898.75	\$222.00	\$13,127.55	82%
HOA Operations	Web Operations	\$3,000	\$71.00	\$323.00	\$456.08	\$171.88	\$24.00	\$24.00	\$24.00	\$24.00	\$99.00	\$24.00	\$1,290.96	43%
HOA Operations	Printing	\$2,000	\$990.97	\$0.00	\$385.55	\$0.00	\$112.35	\$0.00	\$764.22	\$0.00	\$284.48	\$0.00	\$2,537.57	127%
HOA Operations	HOA Meetings	\$6,000	\$0.00	\$593.69	\$69.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$663.63	11%
HOA Operations	Deed Restrictions	\$5,000	\$703.56	\$0.00	\$0.00	\$708.56	\$0.00	\$0.00	\$708.56	\$0.00	\$300.00	\$708.56	\$3,129.24	63%
HOA Operations	HOA Special Events	\$30,000	\$7,596.32	\$3,686.00	\$1,611.60	\$1,879.21	\$480.00	\$1,449.43	\$1,521.95	\$419.23	\$0.00	\$5,096.50	\$23,740.24	79%
HOA Operations Total		\$92,000	\$13,793.51	\$9,739.48	\$5,485.41	\$4,377.22	\$4,803.64	\$5,203.62	\$6,098.36	\$3,029.51	\$2,596.18	\$6,694.41	\$61,821.34	67%
Financial Management	Management Services	\$105,000	\$8,764.94	\$8,781.18	\$8,854.26	\$8,796.84	\$9,383.78	\$9,336.11	\$9,317.08	\$9,292.14	\$9,327.52	\$9,317.08	\$91,170.93	87%
Financial Management	Resale Certificate	\$15,000	\$864.26	\$1,200.00	\$1,500.00	\$2,394.77	\$2,545.11	\$2,123.67	\$2,400.00	\$1,600.00	\$1,400.00	\$1,100.00	\$17,127.81	114%
Financial Management	Lien Filing Administrative Fees	\$500	\$156.00	\$130.00	\$130.00	\$52.00	\$78.00	\$52.00	\$0.00	\$26.00	\$52.00	\$26.00	\$702.00	140%
Financial Management	Bank Fees	\$30,000	\$1,755.82	-\$580.48	\$5,337.50	\$4,725.70	\$4,144.67	\$4,531.76	\$1,931.66	\$7,595.93	\$6,164.49	\$4,498.82	\$40,105.87	134%

Financial Management	CPA/Audit	\$8,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	
Financial Management Total		\$158,500	\$11,541.02	\$9,530.70	\$15,821.76	\$15,969.31	\$16,151.56	\$16,043.54	\$13,648.74	\$18,514.07	\$16,944.01	\$14,941.90	\$149,106.61		94%	
HOA Management	Management Payroll	\$205,000	\$9,585.36	\$10,611.88	\$9,696.84	\$12,304.65	\$18,921.39	\$12,614.26	\$12,614.26	\$12,614.26	\$12,614.26	\$18,921.39	\$130,498.55		64%	
HOA Management	Management Payroll Taxes	\$15,000	\$825.31	\$913.63	\$810.62	\$1,020.62	\$1,643.63	\$1,366.39	\$1,421.81	\$1,322.70	\$767.14	\$1,564.22	\$11,656.07		78%	
HOA Management	Mileage Reimbursement	\$6,000	\$305.66	\$511.56	\$276.08	\$280.55	\$258.68	\$158.92	\$862.97	\$624.08	\$284.78	\$370.62	\$3,933.90		66%	
HOA Management	Insurance Stipend	\$36,000	\$4,005.52	\$3,771.88	\$3,771.88	\$2,678.12	\$4,476.13	\$4,171.88	\$4,171.88	\$4,171.88	\$4,171.88	\$3,455.81	\$38,846.86		108%	
HOA Management	Cont Ed & Skills Enhancement	\$2,000	\$40.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00		5%	
HOA Management Total		\$264,000	\$14,761.85	\$15,808.95	\$14,555.42	\$16,333.94	\$25,299.83	\$18,311.45	\$19,070.92	\$18,732.92	\$17,838.06	\$24,312.04	\$185,025.38		70%	
Architectural Review Expenses	Architectural Review Expenses	\$15,000	\$2,362.50	\$2,790.75	\$2,506.75	\$3,625.50	\$3,462.00	\$891.25	\$441.25	\$735.00	\$357.00	\$501.75	\$17,673.75		118%	
Architectural Review Expenses Total		\$15,000	\$2,362.50	\$2,790.75	\$2,506.75	\$3,625.50	\$3,462.00	\$891.25	\$441.25	\$735.00	\$357.00	\$501.75	\$17,673.75		118%	
Legal Services	Legal Services	\$20,000	\$809.41	\$2,080.00	\$1,818.17	\$1,826.50	\$601.16	\$3,542.21	\$915.92	\$173.59	\$390.90	-\$255.00	\$11,902.86		60%	
Legal Services Total		\$20,000	\$809.41	\$2,080.00	\$1,818.17	\$1,826.50	\$601.16	\$3,542.21	\$915.92	\$173.59	\$390.90	-\$225.00	\$11,932.86		60%	
Taxes	Property	\$6,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0%	
Taxes Total		\$6,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0%
Insurance	General, Property, Boiler & Auto, t	\$65,000	\$5,993.74	\$5,993.74	\$5,993.73	\$5,993.72	\$5,993.91	\$5,993.70	\$0.00	\$6,470.92	\$6,466.91	\$6,466.92	\$55,367.29		85%	
Insurance	Auto	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0%	
Insurance	D & O Insurance	\$12,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,853.00	\$0.00	\$0.00	\$0.00	\$10,853.00		90%	
Insurance	Worker's Comp	\$14,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$14,106.23	\$17,551.00	\$5,047.00	\$4,078.00	\$0.00	\$12,569.77		90%	
Insurance Total		\$96,000	\$5,993.74	\$5,993.74	\$5,993.73	\$5,993.72	\$5,993.91	-\$8,112.53	\$28,404.00	\$11,517.92	\$10,544.91	\$6,466.92	\$78,790.06		82%	
Community Enhancement	Donations	\$1,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$320.00	\$320.00		32%	
Community Enhancement	Association Memberships	\$2,000	\$50.00	\$2,073.00	\$219.72	\$0.00	\$509.00	\$0.00	\$0.00	-\$35.00	\$90.85	\$0.00	\$2,907.57		145%	
Community Enhancement Total		\$3,000	\$0.00	\$2,073.00	\$219.72	\$0.00	\$509.00	\$0.00	\$0.00	-\$35.00	\$90.85	\$320.00	\$3,177.57		106%	
Grand Total		\$4,036,386	\$248,350	\$257,034	\$260,172	\$285,779	\$363,851	\$349,992	\$395,057	\$401,004	\$333,625	\$339,629	\$3,037,647		75%	

2016 Capital Budget Projects

YTD

Lounge Chairs (SC Replacements)	\$5,000	\$7,941.00
Irrigation Infrastructure	\$25,000	\$18,490.63
Rock Work	\$30,000	\$15,750.00
Slaughter Tree Pruning	\$30,000	\$27,062.50
Dahlgreen/LaCrosse Med	\$15,000	\$30,000.00
Pool Covers	\$6,500	\$6,375.13
SC Wade Pool Repairs	\$8,400	\$8,226.12
Avana Restaining	\$2,400	\$2,523.53
CC-Replace Handrail	\$6,500	\$5,437.07
Picnic Tb/Ben Wildflow	\$4,900	\$4,178.62
Monument	\$150,000	\$17,467.50
Escarpment Project	\$270,000	\$27,775.20
Construction Repairs	\$25,000	\$16,457.72
Road Bore	\$0	\$2,900.00
CCCC AC Replacement	\$0	\$8,700.00
Total	\$578,700	\$199,285.02

Total Capital Budget Projects **\$578,700.00** **\$199,285.02**

Grand Total Expenses **\$4,615,086.00**

**Circle C Landscape Board Report
November, 2019**

Weather

General: After a very warm October, cooling has begun

Rainfall Total: small rainshowers, no significant rainfall

Temperature: 44-88 degrees with a couple of freezes

Major Events: Record heat on November 26

Maintenance Services

General: Fall Rowing Rotation

Beds: All bed mulching complete

Treatments: Pre-emergent weed treatment on all beds

Outlying Areas

General: CCCC Filter Pond, mowed & cleaned

Outlying Areas: checked and maintained

Irrigation

General: Irrigation has been mostly turned off
Controllers have been turned off

Repairs:

Repairs are slowing down
head replacements
drip repairs
stuck valve repairs

Trees:

Karen and Clayton are working on 2020 plan for tree care
We Love Trees will start winter pruning in early January

Holiday Lights:

Up and turned on!!

Rock Work:

Hansa Cove Complete
Vicenza West Rock Repair Complete

Construction:

Construction Damage and Projects

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

Construction mostly complete at Slaughter /Escarment area
Main line repaired and on-electrical troubleshooting continues

Slaughter at Beckett to MoPac: No water in this area

Trissino: COA repaired street lights

**Circle C Landscape Board Report
November, 2019**

Irrigation main and lateral lines repaired

- Escarpment/Avana: Irrigation has been cut off in front of
new elementary school construction
Avana entrance needs repair due to sidewalk install
TXDot
- Greyrock: Much construction continues, repairs to be
done later
Review proposed temporary driveway for assisted
living construction
Construction to begin on both sides of Archelitta
for assisted living and day care center
- LaCrosse/MoPac: Status Quo, under construction
Wildflower Park
Entry: Status Quo, under construction
Slaughter/MoPac Status Quo, under construction

Circle C Aquatics

October 2019

Fall Hours Aug 19- Oct 13
Winter Hours Oct 14 - Dec 18

Facility Usage	<i>Resident Entries</i>	<i>Guest Entries</i>	<i>Total Entries</i>
Swim Center	1,741	82	1,823
Community Center	0	0	0
Avaña	0	0	0
Greyrock	0	0	0
Totals	1,741	82	1,823

Member Stats	<i>Households</i>	<i>Individuals</i>	<i>Average / Household</i>
Homeowners	5,384	17,545	3.26
Renters	412	1,598	3.88
Totals	5,796	19,143	3.30

Revenue	
Programs	\$ 1,791
Swim Team	\$ 12,480
Guest Fees	\$ 68
Area Reservations	\$ 0
Facility Rentals	\$ 0
Lane Rentals	\$ 0

Program Enrollment	
Select Swim Team	88
Masters	12
Group Swim Lessons	0
Private Swim Lessons	3
Water Aerobics	15
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	2
Community Center	0
Avaña	0
Greyrock	0
Totals	2

Special Events	
Lane Rentals	Austin Water Polo, Bowie HS, Crockett HS, Veritas HS
Food Trailer Night	
Dive-In Movie	

October 2019

Incidents	SC	CC	AV	GR	All
<i>Water Rescues</i>	0	0	0	0	0
<i>Injuries</i>	1	0	0	0	1
<i>Sudden Illness</i>	0	0	0	0	0
<i>Patron Behavior</i>	0	0	0	0	0
<i>Suspension / Expulsion</i>	0	0	0	0	0
<i>EMS / 911 Callout</i>	0	0	0	0	0
<i>Break-In / Vandalism</i>	0	0	0	0	0
Total Incidents	1	0	0	0	1

Year to Date

Incidents	SC	CC	AV	GR	All
<i>Water Rescues</i>	13	1	2	1	17
<i>Injuries</i>	25	6	3	0	34
<i>Sudden Illness</i>	2	1	0	0	3
<i>Patron Behavior</i>	5	2	0	0	7
<i>Suspension / Expulsion</i>	1	0	0	0	1
<i>EMS / 911 Callout</i>	4	0	0	0	4
<i>Break-In / Vandalism</i>	1	0	0	0	1
Total Incidents	45	10	5	1	61

Circle C HOA
Maintenance Report for Board Nov 2019
Prepared by Robert Bardeleben -Facilities Director

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Maintenance has been completed
- Minor Equipment and Facility Repairs Made
- Replaced Hot Water Heater for pool restrooms
- Replaced Motor on Wade Pool circulating pump

COMMUNITY CENTER

- Routine inspections and maintenance have been completed

COMMUNITY CENTER POOL

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

NEIGHBORHOOD

- Minor repairs have been completed as needed

AVANA AMENITIES CENTER

- Routine Cleaning and Maintenance has been completed
- Minor repairs have been made
- We have another leak in the pool. Leak has been found. Big leak is in one of the light niches. The light niche needs to be replaced. Small leaks in two skimmer throats. Existing cracks in pool are leaking slightly. Karen and I are scheduled to meet with Dick from Poolscapes about a plan to repair leaks in cracks under warranty and come up with a plan for getting the light and skimmer leaks repaired at the same time the pool is drained.

GREY ROCK AMENITIES CENTER

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

Bidding Companies:	<u>Strata Landscape</u>	<u>WLE</u>	<u>Cleanscapes</u>	<u>Circle C Alternative</u>
Total Bid:	<u>\$1,561,965</u>	<u>\$2,565,188</u>	<u>\$4,828,329</u>	<u>\$1,150,000</u>
Major Category Breakdown (not comprehensive, for comparison of major areas)				
<u>Bed Planting Material</u>	378,300	389955	378523	not included
<u>Soils, Mulch, Excavation</u>				
Haul Off	358,947	389185	665240	included
Beds and Turf only				
	*not all demolition is included			
<u>Zoysia Sod</u>	352761	274709	375126	not included
<u>River Rock Beds</u>	24384	22157	66075	included over microtrench
Prep, install				
Landscape cloth	*not included			
<u>Flagstone Edge</u>	175,780	270,895	1,301,576	included plus all median tips
with DG			includes mortar	
excavation	*not included			
	34,000 s.f.	41,722 sf.	48755 sf	
landscape cloth	*not included			
<u>Conduit for wiring</u>	*not included	29,936	not included	included
<u>Irrigation</u>	471,847	669,497	1,466,272	
valves				
wiring	*street sleeves/boring	sleeves included	*sleeves bid	wiring
controllers	not included		at \$19,280	controllers
main line				two wire

drip irrigation				decoders
spray irrigaiton				valve boxes
sidewalk sleeves				valves as needed
boring	62,427	??	167536	not included
			?? Notes exclude	
			boring	
Syn Turf for pool area	95132	186,833	166,906	not included
excavation				
slab				
drain				
<u>Warranties</u>				
	3 month warranty	??	??	1 year

General Notes:

Three bids are based on plans that were done by Hitchcock Designs
Project is to be done all at one time

The 6" mainline drawn on the plans will require a deep trench and will be difficult to repair
The plans show all irrigation located in the City of Austin right of way.

This right of way on the east and west sides of Escarpment may be subject to a multi use path
in the future

How to pay for the plan?

Bid Notes:

No bids include tree protection

No bids include permitting costs

Rough numbers from Hitchcock Designs who estimated

irrigation at \$1.00 per foot, \$850,000

the overall project was roughly estimated at \$2.5 to \$5 million

The bids do not include a membrane barrier which may be required by the City of Austin



Landscape Construction Budget

LANDSCAPING

Project Name: Circle C Escarpment Boulevard
 Client: Circle C HOA
 Landscape Architect: Hitchcock Design Group
 Date: 11/01/2019

George Lindenberg
 Managing Principal
 Clean Scapes, LP
 512-206-6171
george@cleanscapes.net

Softscape and Irrigation				
Quantity	Units	Description	Unit Price	Line Total
599	EA	DIB - Silver Ponyfoot - Dichondra Argentea, (pricing 1 gallon)	\$ 9.29	\$ 5,567.61
3,475	EA	SLA - Woolly Stemodia - Stemodia Lanata, (pricing 1 gallon)	\$ 9.29	\$ 32,299.58
1,182	EA	ADE - Foxtail Fern - Asparagus Densiflorus Myers, (pricing 1 gallon)	\$ 9.57	\$ 11,306.76
1,777	EA	AOB - Fall Aster - Aster Oblongifolium, (pricing 1 gallon)	\$ 9.29	\$ 16,516.94
923	EA	ASI - Wavy Scaly Cloak Fern - Astrolepis Sinuata, (pricing 1 gallon)	\$ 11.46	\$ 10,579.78
836	EA	BFR - Tangerine Bulbine - Bulbine Frutescens, (pricing 1 gallon)	\$ 9.29	\$ 7,770.49
2,998	EA	CPE - Meadow Sedge - Carex Perdentata, (pricing 1 gallon)	\$ 9.20	\$ 27,595.18
1,519	EA	CHL - Northern Sea Oats - Chasmanthium Latifolium, (pricing 1 gallon)	\$ 9.29	\$ 14,118.87
1,338	EA	DLI - Snake Herb - Dyschoriste Linearis, (pricing 1 gallon)	\$ 9.29	\$ 12,436.50
1,813	EA	ECP - Pale Purple Coneflower - Echinacea Pallida, (pricing 1 gallon)	\$ 9.29	\$ 16,851.55
823	EA	LNG - New Gold Lantana - Lantana X New Gold, (pricing 1 gallon)	\$ 7.94	\$ 6,534.73
2,419	EA	MCA - Gulf Muhly Grass - Muhlenbergia Capillaris, (pricing 1 gallon)	\$ 8.84	\$ 21,391.87
2,605	EA	MLE - Blackfoot Daisy - Melampodium Leucanthum, (pricing 1 gallon)	\$ 9.29	\$ 24,213.07
1,109	EA	MMA - Clover Fern - Marsilea Macropoda, (pricing 1 gallon)	\$ 10.65	\$ 11,810.36
2,262	EA	RUS - Sweet Black Eyed Susan - Rudbeckia Subtomentosa, (pricing 1 gallon)	\$ 9.11	\$ 20,616.35
900	EA	SFL - Indiago Spires Salvia - Salvia X Farinacea X Longspicata, (pricing 1 gallon)	\$ 9.11	\$ 8,202.79
1,260	EA	SCO - Tropical Sage - Salvia Coccinea, (pricing 1 gallon)	\$ 9.02	\$ 11,370.11
925	EA	SSF - Pink Skullcap - Scutellaria Suffrutescens, (pricing 1 gallon)	\$ 9.02	\$ 8,347.11
127	EA	MLA (Unknown plant pricing misc 1 gallon)	\$ 11.46	\$ 1,455.72
24	EA	MCP (Unknown plant pricing misc 1 gallon)	\$ 11.46	\$ 275.10
134	EA	ACA - Eastern Red Columbine - Aquilegia Canadensis, (pricing 3/5 gallon)	\$ 34.85	\$ 4,669.40
239	EA	AHA - White Misiflower - Ageritina Havanensis, (pricing 3/5 gallon)	\$ 26.72	\$ 6,385.59
392	EA	BPU - Purple Smoke Wild Indigo - Baptisia Purple Smoke, (pricing 3/5 gallon)	\$ 40.27	\$ 15,783.92
87	EA	BMA - Woolly Butterfly Bush - Buddieia Manubifolia, (pricing 3/5 gallon)	\$ 27.62	\$ 2,403.04
172	EA	CGL - Grey Leaf Cotoneaster - Cotoneaster Glaucohyllus, (pricing 3/5 gallon)	\$ 26.72	\$ 4,595.49
124	EA	DFU - Black Dalea - Dalea Frutescens, (pricing 3/5 gallon)	\$ 32.14	\$ 3,984.97
56	EA	FSE - Pineapple Guava - Feijoa Sellowiana -(pricing 3/5 gallon)	\$ 21.30	\$ 1,192.75
74	EA	INS - Nellie Stevens Holly - Liex X Nellie R. Stevens, (pricing 3/5 gallon)	\$ 59.95	\$ 4,436.01
152	EA	LFC - Dwarf Pink Texas Sage - Leucophyllum Frutescens Compactum, (pricing 3/5 gallon)	\$ 23.11	\$ 3,512.02
70	EA	OLI - White Guara - Oenothera Lindheimeri, (pricing 3/5 gallon)	\$ 27.62	\$ 1,933.48
623	EA	PTO - Dwarf Pittosporum - Dwarf Pittosporum Tobira X Wheelers, (pricing 3/5 gallon)	\$ 23.11	\$ 14,394.66
93	EA	RLE - Livin Easy Floribunda Rose - Rose Livin Easy, (pricing 3/5 gallon)	\$ 33.94	\$ 3,156.71
263	EA	RNW - Nearly Wild Rose - Rose Nearly Wild, (pricing 3/5 gallon)	\$ 30.33	\$ 7,976.93
26	EA	TST - Esperanza - Tecoma Stans, (pricing 3/5 gallon)	\$ 23.11	\$ 600.74
133	EA	TFR - Germander Bush - Teucrium Fruticans, (pricing 3/5 gallon)	\$ 26.72	\$ 3,553.49
81	EA	ACN - Flame Ancanthus - Anisacanthus Quadrifidus Wrightii, (pricing 3/5 gallon)	\$ 26.72	\$ 2,164.16
62	EA	AQC - Columbine - Aquilegia Canadensis, (pricing 1 gallon)	\$ 9.29	\$ 576.28
183	EA	MDI - Scarlet Beebalm - Monarda Didyma, (pricing 3/5 gallon)	\$ 40.27	\$ 7,368.52
760	EA	PSH - Shenandoah Switch Grass - Panicum Virgatum She Nandoah, (pricing 1 gallon)	\$ 9.29	\$ 7,064.08
155	EA	APY - Parrys Agave - Agave Parryi, (pricing 3/5 gallon)	\$ 50.20	\$ 7,780.95
128	EA	HPR - Red Yucca - Hespetaloe Parviflora, (pricing 3/5 gallon)	\$ 22.65	\$ 2,899.69
94	EA	OCE - Thornless Prickly Pear Cactus - Opuntia Cacanapa Ellisiaha, (pricing 3/5 gallon)	\$ 30.33	\$ 2,851.07
893	Pallets	Sod - Zoysia pricing Palisades	\$ 420.07	\$ 375,126.29
2,479	CY	Imported topsoil for sod, assumed 2" depth (Pricing Whittlesey City of Austin Mix)	\$ 59.88	\$ 148,436.38
2,110	CY	Soilmix for planting beds, Assumed 6" depth (Pricing Whittlesey Landscape Mix)	\$ 67.44	\$ 142,301.24
1,055	CY	Hardwood mulch for planting beds, Assumed 3" depth	\$ 53.40	\$ 56,335.22
4,860	LF	Edging, Assumed 4" x 3/16", Black steel	\$ 7.51	\$ 36,504.12
2,110	CY	Planting bed excavation (assumed 6" depth)	\$ 30.26	\$ 63,838.64
291	Tons	3"- 4" River Rock Mulch (Pricing Brazos 2"-4", assumed 4" depth)	\$ 180.81	\$ 52,614.87
19,913	SF	Filter Fabric under River Rock (Pricing Mirafi 140N)	\$ 0.34	\$ 6,684.16
224	CY	Excavation for River Rock areas (assumed 4" depth)	\$ 30.26	\$ 6,777.18
590,869	SF	Kill existing grass vegetation, remove, verticut as necessary. Grading and soil removal is excluded.	\$ 0.19	\$ 110,730.09
53,438	SF	Remove plant material, edging, and mulch in existing planting beds.	\$ 0.50	\$ 26,946.36
349	Loads	Hauloff spoils from bed excavation and vegetation removal	\$ 334.16	\$ 116,622.81
1	LS	Irrigation installation	\$ 1,466,272.58	\$ 1,466,272.58
1	LS	Irrigation sleeves	\$ 19,280.24	\$ 19,280.24
1	LS	Temporary irrigation	\$ 87,724.33	\$ 87,724.33
			Total:	\$ 3,094,738.93



Landscape Construction Budget

Project Name: Circle C Escarpment Boulevard
 Client: Circle C HOA
 Landscape Architect: Hitchcock Design Group
 Date: 11/01/2019

George Lindenberg
 Managing Principal
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 512-206-6171
george@cleanscapes.net

Hardscape and Sitework				
Quantity	Units	Description	Unit Price	Line Total
1,628	LF	4" Perforated ADS Drainage Pipe w/ Filter Fabric (L2.02, L2.07)	\$ 8.59	\$ 13,991.65
138	LF	Existing Stone wall To Be Removed (L1.01,L1.10) w/ hauloff	\$ 13.98	\$ 1,928.94
87	EA	Remove Crape Myrtles (L1.03-L1.06)	\$ 83.38	\$ 7,254.08
4	CY	Remove Existing Stone Mulch (L1.05) w/ hauloff	\$ 132.33	\$ 529.32
602	CY	Excavation for Flagstone Maintenance Edge (4" depth)	\$ 27.79	\$ 16,731.62
230	CY	Excavation for Limestone Band and Synthetic Turf area (8" depth)	\$ 27.79	\$ 6,392.48
8,145	SF	Synthetic Lawn (Pricing AGS Kid Play)	\$ 13.05	\$ 106,276.03
401	LF	Flagstone Wall 3-6" Natrual face stone, color to match maintenance band (L3.01 Detail 1)	\$ 114.41	\$ 45,878.82
48,755	SF	Flagstone Maintenance Edge, pricing type s mortar in lieu of Decomposed Granite (L3.01 Detail 2)	\$ 26.35	\$ 1,284,845.48
1,133	LF	Limestone Band 2" Natrual Limestone Band 1' 2" wide (L3.01 Detail 3)	\$ 30.85	\$ 34,955.78
1,321	SF	Concrete sub slab with rebar for Limestone Band (L3.01 Detail 3)	\$ 11.62	\$ 15,344.52
104	Loads	Hauloff spoils from excavation	\$ 306.97	\$ 31,925.07
1	LS	Boring Under Roadway (6" Casing and 12" Casing)	\$ 167,536.51	\$ 167,536.51
Total:				\$ 1,733,590.31

Project Total: **\$ 4,828,329.25**

Notes

Plan Reference:

Drawings by Hitchcock Design Group, Dated 05/29/2019

Softscape and Irrigation Qualifications:

Maintenance during construction is included. Maintenance after substantial completion is not. Each phase of the project needs to be turned over to the landscape maintenance company once substantially complete. We cannot maintain the project beyond the during-construction phase unless we are paid/contracted to do so. Should plant material health be questionable at time of substantial completion, replacements will be handled through the project's warranty, so the substantial completion and turnover dates should be unaffected.

Excavation of planting beds and hauloff of spoils are included in this proposal.

All plant quantities are based off of given plant schedule.

Pricing misc. 1 gallon plant material for MCP and MLA call outs due to lack of detail.

Pricing is based off of using the pool area parking lot for staging equipment and material.

Pricing is based off of one phase. No mobilization time has been added to this proposal.

Tree protection is excluded from this proposal.

Irrigation excludes boring, coring and cutting of existing asphalt and concrete

Irrigation and plant material warrantied for a period of one year (to the extent there is no damage resulting from water restrictions or improper maintenance)

Irrigation meter and electrical service to be provided and installed by others prior to planting

Irrigation is priced as standard irrigation connecting to potable water source.

Warranty for trees, plants, and turf does not cover death due to lack of water, improper maintenance, vandalism, acts of God, inclement weather, etc.

Hardscape and Sitework Qualifications:

Standard note regarding artificial turf: Reflective surfaces (e.g. windows, reflective panels, etc.) in the vicinity of the synthetic turf can reflect and magnify the sun's rays and cause melting and/or discoloration of the turf. This is not covered by a warranty, so the proper turf needs to be selected by the Design Team.

Root Barrier and Bentonite Moisture Barrier are excluded due to lack of details.

Pricing Type S mortar in lieu of decomposed granite under Flagstone maintenance edge.

Conduit Channel is excluded

All fencing, guardrails, handrails, and electrical is excluded

Concrete retaining walls at synthetic lawn are excluded

General Notes:

This bid is contingent on negotiating mutually agreeable contract terms.

All sales taxes are included in the above pricing

These numbers should be used for budgetary purposes only.

All traffic control, barricading, and surveying are excluded from this proposal

WLE - CONSTRUCTION ESTIMATE

DATE: August 29, 2019



WLE, LLC

10122 Bradshaw Rd Austin, TX 78747
888-389-LAND

PROJECT INFORMATION

Project Name Circle C - Escarpment Boulevard Improvements
Project Location Austin, Texas
Company Receiving Bid Circle C HOA
Contact Name Karen Hibpshman
Contact Email info@circlecranch.info
Contact Phone 512.288.8663
Plan Set Date and/or Revision Escarpment Boulevard Improvements by Hitchcock Design dated May 29, 2019
Estimate Number Original

WLE Estimator David A. Schlott
E-Mail d.schlott@wle.land
Phone 512-662-9196

Description	COST			TOTAL
	Quantity	Price	Unit	Total Cost (\$)
Mobilization, Delivery, & General Requirements	1	\$6,565.19	LS	\$6,565.19
Demolition				
Demo - existing crape myrtles	71	\$92.21	EA	\$6,546.91
Demo, existing sod area - open	419,021	\$0.33	SF	\$138,276.77
Demo, sod - at existing trees	87,940	\$0.45	SF	\$39,572.87
Demo, remove existing mulch	5,235	\$1.12	SF	\$5,862.64
Demo, remove groundcover bed	24,263	\$0.58	SF	\$14,072.25
Demo, remove low rock wall <18" (reuse materials)	63	\$28.53	LF	\$1,787.12
Demo, landscape bed	47,881	\$0.42	SF	\$20,110.02
Planting				
15 gal. Esperanza	26	\$148.70	EA	\$3,866.20
5 gal. Flame Acanthus*	81	\$26.42	EA	\$2,140.02
5 gal. Germander*	133	\$29.09	EA	\$3,868.97
15 gal. Guava, pineapple	56	\$127.33	EA	\$7,130.48
7 gal. Holly, nellie r. stevens	74	\$62.98	EA	\$4,660.52
3 gal. Agave, paryyi	155	\$47.64	EA	\$7,384.20
3 gal. Black dalea*	124	\$31.61	EA	\$3,919.64
3 gal. Columbine*	62	\$25.38	EA	\$1,573.56
3 gal. Columbine, eastern red*	134	\$28.05	EA	\$3,758.70
3 gal. Cotoneaster, greyleaf*	172	\$25.38	EA	\$4,365.36
3 gal. Dwarf pittisporum*	623	\$25.38	EA	\$15,811.74
3 gal. Gaura, white*	70	\$25.38	EA	\$1,776.60
3 gal. Indigo, wild purple smoke*	392	\$31.61	EA	\$12,391.12
3 gal. Mistflower, white*	239	\$25.38	EA	\$6,065.82
3 gal. Prickly pear, spineless	94	\$31.61	EA	\$2,971.34
3 gal. Rose, livin easy*	93	\$35.62	EA	\$3,312.66
3 gal. Rose, nearly wild*	263	\$35.62	EA	\$9,368.06
3 gal. Scarlet beebalm*	183	\$35.98	EA	\$6,584.34
3 gal. Woolly butterfly bush*	87	\$25.38	EA	\$2,208.06
3 gal. Yucca, red*	128	\$25.38	EA	\$3,248.64
1 gal. Berkeley sedge	1,839	\$9.59	EA	\$17,636.01
1 gal. Black-eyed susan	2,262	\$9.32	EA	\$21,081.84
1 gal. daisy, blackfoot	2,605	\$9.32	EA	\$24,278.60
1 gal. Fall aster	1,777	\$9.32	EA	\$16,561.64
1 gal. Fern, clover	1,109	\$10.12	EA	\$11,223.08
1 gal. Fern, foxtail	1,182	\$10.12	EA	\$11,961.84
1 gal. Lantana, new gold	823	\$8.43	EA	\$6,937.89
1 gal. Meadow sedge	2,998	\$9.59	EA	\$28,750.82
1 gal. Muhly, gulf	2,419	\$8.88	EA	\$21,480.72
1 gal. Northern sea oats	1,519	\$9.32	EA	\$14,157.08
1 gal. Pink skullcap	925	\$9.32	EA	\$8,621.00
1 gal. Purple coneflower	1,813	\$9.32	EA	\$16,897.16
1 gal. sage, tropical	1,260	\$9.32	EA	\$11,743.20
1 gal. Snake herb	1,338	\$10.12	EA	\$13,540.56
1 gal. Switchgrass, shenandoah	760	\$9.77	EA	\$7,425.20
1 gal. Tangerine bulbine	836	\$8.88	EA	\$7,423.68
1 gal. Wavy scaly cloak fern	923	\$10.12	EA	\$9,340.76
1 gal. Woolly stemodia	3,475	\$9.32	EA	\$32,387.00

WLE - CONSTRUCTION ESTIMATE

DATE: August 29, 2019



WLE, LLC
10122 Bradshaw Rd Austin, TX 78747
888-389-LAND

PROJECT INFORMATION

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Project Location Austin, Texas
Company Receiving Bid Circle C HOA
Contact Name Karen Hibpshman
Contact Email info@circlecranch.info
Contact Phone 512.288.8663
Plan Set Date and/or Revision Escarpment Boulevard Improvements by Hitchcock Design dated May 29, 2019
Estimate Number Original

WLE Estimator David A. Schlott
E-Mail d.schlott@wle.land
Phone 512-662-9196

Description	COST			TOTAL
	Quantity	Price	Unit	Total Cost (\$)
4" pot Silver ponyfoot	599	\$4.87	EA	\$2,917.13
Soils, gravels, hardscape				
Gravel, river rock mulch (washed river gravel)	165	\$104.26	CY	\$17,202.90
Filter fabric - all gravel areas	17,080	\$0.29	SF	\$4,953.17
Limestone bands at pool (14" width 2" thick limestone - see notes)	101	\$30.21	SF	\$3,051.21
4" thick concrete subslab	101	\$5.28	SF	\$533.28
2" thick gravel base	1	\$86.75	CY	\$86.75
Excavation for above - 9"	3	\$38.33	CY	\$114.99
Flagstone maintenance edge	41,722	\$5.26	SF	\$219,455.17
2" decomposed granite at maint. Edge	310	\$86.75	CY	\$26,892.50
4" excavation and hauloff	510	\$38.33	CY	\$19,548.30
2 ea. 2" conduit per detail	4,940	\$6.06	LF	\$29,936.40
Mulch, beds	714	\$52.60	CY	\$37,569.55
Soil, planting areas - 2" compost with 6" till, enriched topsoil	695	\$63.30	CY	\$43,993.50
Sod, zoysia	889	\$309.01	per pallet	\$274,709.89
Soil, at sod areas - 2" compost with 6" till, chocolate loam	2,469	\$43.72	CY	\$107,944.68
Synthetic turf, standard quality - mid range	7,291	\$20.72	SF	\$151,069.52
2" pad	7,291	\$2.22	SF	\$16,186.02
6" crushed stone	136	\$82.89	CY	\$11,273.04
Nailer board	202	\$2.60	LF	\$525.20
Excavation - 9" at synthetic area	203	\$38.33	CY	\$7,780.99
Wall, flagstone 24" ht. typ.	402	\$69.98	LF	\$28,131.96
Footer, 1'x1.5'	402	\$14.40	LF	\$5,788.80
Excavation - 12" for footer	23	\$38.33	CY	\$881.59
Additional Mobilization items				
Traffic Control	1	\$22,177.87	LS	\$22,177.87
SWPPP	1	\$9,369.32	LS	\$9,369.32
Tree Protection**	1	\$12,607.79	LS	\$12,607.79
Temp Facilities	1	\$3,928.58	LS	\$3,928.58
Permitting (ROW - traffic)	1	\$6,428.58	LS	\$6,428.58
Construction Fencing	1	\$8,000.00	LS	\$8,000.00
Irrigation				
Irrigation, Point of Connection	4	\$9,310.35	EA	\$37,241.40
Irrigation, controller	1	\$11,676.82	EA	\$11,676.82
Irrigation, valves	158	\$3,836.20	EA	\$606,119.60
Sleeve, street - 6"***	530	\$13.15	LF	\$6,969.50
Sleeve, street - 12"***	410	\$30.38	LF	\$12,455.80
Sleeve, sidewalk - 6"	160	\$8.68	LF	\$1,388.80
Sleeve, sidewalk - 12"	140	\$26.34	LF	\$3,687.60
Sleeve, boring for 12" street sleeves****	410	\$231.50	LF	\$94,915.00
Sleeve, boring for 6" street sleeves***	530	\$165.36	LF	\$87,640.80
Irrigation, new system connection to old - Allowance****	1	\$9,386.19	LS	\$9,386.19
Irrigation demo, old system - valves, heads only				

EXCLUSIONS & NOTES

Estimate includes applicable sales tax on materials but does not include any labor/materials not listed above.

TOTAL **\$2,565,188.06**

WLE - CONSTRUCTION ESTIMATE

DATE: August 29, 2019



WLE, LLC

10122 Bradshaw Rd Austin, TX 78747
888-389-LAND

PROJECT INFORMATION

Project Name Circle C - Escarpment Boulevard Improvements
Project Location Austin, Texas
Company Receiving Bid Circle C HOA
Contact Name Karen Hibpshman
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Estimate Number Original

WLE Estimator David A. Schlott
E-Mail d.schlott@wle.land
Phone 512-662-9196

Description	COST			TOTAL
	Quantity	Price	Unit	Total Cost (\$)

Estimate is valid for 90 days from the date printed at the top of page 1.
 * Planting specifications do not coincide with local nursery available stock - plant sizes bid as indicated above.
 ** Tree protection not listed on specifications or plan notes -
 *** Street sleeves and boring may not be necessary - WLE will expose and verify existing sleeving to determine necessity
 **** It is unclear whether the existing system extends beyond this project LOC. This line item covers these extensions and routing as an allowance

Construction Estimate

Date: 10/28/19
 Client: Circle C
 Project: Circle C - Escarpment Blvd
 Designer: Hitchcock Design Group



STRATA LANDSCAPE

Tyler Zickert
 512-653-7460
 Strata Landscape
 tyler@stratalandscape.com

Softscape and Irrigation				
Quantity	Units	Description	Unit Price	Line Total
599	EA	Silver Ponyfoot, 4" container	\$ 2.91	\$ 1,742.82
1,182	EA	Foxtail Fern, 1 gallon	\$ 8.33	\$ 9,848.63
1,777	EA	Fall Aster, 1 gallon	\$ 7.16	\$ 12,726.81
923	EA	Wavy Scaly Cloak Fern, 1 gallon	\$ 12.05	\$ 11,125.69
836	EA	Tangerine Bulbine, 1 gallon	\$ 7.18	\$ 6,003.44
1,839	EA	Berkeley Sedge, 1 gallon	\$ 6.99	\$ 12,853.34
2,998	EA	Meadow Sedge, 1 gallon	\$ 9.37	\$ 28,085.57
1,519	EA	Northern Sea Oats, 1 gallon	\$ 6.91	\$ 10,500.20
1,338	EA	Snake Herb, 1 gallon	\$ 9.27	\$ 12,406.18
1,813	EA	Purple Coneflower, 1 gallon	\$ 7.22	\$ 13,088.98
823	EA	New Gold Lantana, 1 gallon	\$ 6.99	\$ 5,752.20
2,419	EA	Gulf Muhly Grass, 1 gallon	\$ 6.93	\$ 16,767.92
2,605	EA	Blackfoot Daisy, 1 gallon	\$ 7.32	\$ 19,056.70
1,109	EA	Clover Fern, 1 gallon	\$ 12.09	\$ 13,410.26
760	EA	Switch Grass, 1 gallon	\$ 7.01	\$ 5,326.45
2,262	EA	Black Eyed Susan, 1 gallon	\$ 7.24	\$ 16,373.93
900	EA	Indiogo Spires Salvia, 1 gallon	\$ 8.14	\$ 7,326.30
1,260	EA	Tropical Sage, 1 gallon	\$ 10.71	\$ 13,495.82
925	EA	Pink Skullcap, 1 gallon	\$ 7.37	\$ 6,820.01
3,475	EA	Wooly Stemodia, 1 gallon	\$ 7.22	\$ 25,087.81
134	EA	Eastern Red Columbine, 3 gallon	\$ 31.97	\$ 4,284.39
239	EA	White Mistflower, 3 gallon	\$ 18.33	\$ 4,381.67
392	EA	Purple Smoke Wild Indigo, 3 gallon	\$ 28.14	\$ 11,029.42
87	EA	Wolly Butterfly Bush, 3 gallon	\$ 30.05	\$ 2,614.76
172	EA	Grey Cotoneaster, 3 gallon	\$ 26.70	\$ 4,591.97
124	EA	Black Dalea, 3 gallon	\$ 31.11	\$ 3,857.61
70	EA	White Guara, 3 gallon	\$ 18.35	\$ 1,284.68
93	EA	Living Easy Gloribunda Rose, 3 gallon	\$ 37.63	\$ 3,499.80
263	EA	Nearly Wild Rose, 3 gallon	\$ 37.25	\$ 9,796.38
26	EA	Yellow Esperanza, 3 gallon	\$ 18.53	\$ 481.65
128	EA	Red Yucca, 3 gallon	\$ 19.70	\$ 2,521.01
94	EA	Thornless Prickly Pear, 3 gallon	\$ 31.01	\$ 2,915.30
62	EA	Yellow Columbine, 3 gallon	\$ 30.05	\$ 1,863.39
183	EA	Scarlet Beebalm, 3 gallon	\$ 35.60	\$ 6,514.58
623	EA	Dwarf Pittosporum, 5 gallon	\$ 31.11	\$ 19,381.39
56	EA	Pineapple Guava, 5 gallon	\$ 27.85	\$ 1,559.52
74	EA	Nellie Steven Holly, 5 gallon	\$ 30.92	\$ 2,287.93
152	EA	Dwarf Pink Texas Sage, 5 gallon	\$ 26.12	\$ 3,970.54
133	EA	Bush Germander, 5 gallon	\$ 31.05	\$ 4,129.95
81	EA	Flame Acanthus, 5 gallon	\$ 18.26	\$ 1,478.79
155	EA	Parry's Agave, 15 gallon	\$ 246.19	\$ 38,159.83
Sod, Soil, Aggregates and Hard Goods				
943	Pallets	Sod - Zoysia Palisades	\$ 374.08	\$ 352,761.83
1,309	CY	Topsoil (chocolate loam) - turf areas @ 1" depth (no depth specified)	\$ 45.08	\$ 59,012.33
1,045	CY	Bedmix (landscape mix) - bed areas @ various depths / pit planting (no depth specified)	\$ 69.06	\$ 72,169.56
800	CY	Mulch (native TX hardwood) - bed areas @ 2 to 3" depth	\$ 59.47	\$ 47,575.89
223	Tons	Stone Mulch - 3" river rock @ 4" depth (no filter fabric specified)	\$ 109.35	\$ 24,384.56
1,379	CY	Area Excavation @ beds (removal / transfer of onsite material as necessary)	\$ 38.37	\$ 52,909.00
1,325	CY	Area Excavation @ turf (herbicide / removal / tilling / transfer of onsite material as necessary)	\$ 43.65	\$ 57,836.25
0	SF	Filter Fabric (grade / stone separation material)	\$ -	\$ -
0	LS	Drainage (drainage lines TBD)	\$ -	\$ -
261	Loads	Hauloff spoils from area excavation (disposal fees, dump truck, etc.)	\$ 172.65	\$ 45,062.81
Irrigation and Sleeving				
1	LS	Sleeving / ground level under new concrete and pavers	\$ 7,245.00	\$ 7,245.00
0	LS	Irrigation / backflow preventer & meter connection (backflow preventers and meters existing)	\$ -	\$ -
1	LS	Irrigation / BaseStation 3200x controller (controller w/ ET system, grounding, boxes & bracket)	\$ 16,824.13	\$ 16,824.13
1	LS	Irrigation / BaseStation decoder (153 zones w/ 153 decoders)	\$ 26,712.11	\$ 26,712.11
1	LS	Irrigation / quick coupler (valve box, hardware, coupler)	\$ 4,892.30	\$ 4,892.30
1	LS	Irrigation / 2" to 3" mainline (PVC, couplers, trenching, labor)	\$ 39,134.94	\$ 39,134.94
1	LS	Irrigation / 6" mainline (PVC, couplers, trenching, labor)	\$ 64,542.28	\$ 64,542.28
1	LS	Irrigation / turf drip (valves, drip line, wire, pipe, hardware, equipment, labor)	\$ 259,725.30	\$ 259,725.30
1	LS	Irrigation / bed drip (valves, drip line, wire, pipe, hardware, equipment, labor)	\$ 44,982.10	\$ 44,982.10
1	LS	Irrigation / slope rotors (valves, heads, wire, pipe, hardware, equipment, labor)	\$ 7,791.20	\$ 7,791.20
			Total:	\$ 1,561,965.23

Additional pricing information, general notes and qualifications on Page 2 of 2

Construction Estimate

Date: 10/28/19
 Client: Circle C
 Project: Circle C - Escarpment Blvd
 Designer: Hitchcock Design Group



STRATA LANDSCAPE

Tyler Zickert
 512-653-7460
 Strata Landscape
tyler@stratalandscape.com

Hardscape and Sitework				
Quantity	Units	Description	Unit Price	Line Total
1	LS	Site preparation, general demolition, disposal, clean up and mobilization	\$ 12,821.89	\$ 12,821.89
0	LS	Shop drawings and stamped engineering details - not noted in plan / currently excluded	\$ -	\$ -
1	LS	Traffic Control (general signage and coning included)	\$ 4,450.00	\$ 4,450.00
7,400	SF	Sythetic Turf (turf material, foam, drain rock, composite nailer, drainage, labor) - Allowance	\$ 12.45	\$ 92,130.00
900	LF	French Drain (4" ADS perforated pipe w/ sock and pea gravel)	\$ 3.48	\$ 3,132.00
34,000	SF	Flagstone Maintenance Band (18" wide band with larger fields / 2" thick stone atop DG base)	\$ 5.17	\$ 175,780.00
400	LF	Flagstone Wall (natural flagstone, footer, drainage @ 24" height / 18" wide)	\$ 73.72	\$ 29,488.00
Total:				\$ 317,801.89

Project Total: \$ 1,879,767.12

Alternates - Boring (direct contract w/ ownership)				
Quantity	Units	Description	Unit Price	Line Total
1	LS	Boring (10" and 8" with associated sleeving, couplers, equipment, labor) - Allowance	\$ 62,427.48	\$ 62,427.48
Total:				\$ 62,427.48

Plan Reference:

Plans: Varies (Hitchcock)

Softscape and Irrigation Qualifications:

Maintenance during construction within LOC is included
 Excavation of planting beds, rough grading and haul off of spoil is excluded
 Should plant material health be questionable at time of substantial completion, replacements will be handled through the project's warranty
 Irrigation and plant material warrantied for a period of three months (to the extent there is no damage resulting from water restrictions or improper maintenance)
 Irrigation meter and electrical service to be provided and installed by others prior to planting
 No instance of paved area removal for planting reintroduction is shown and is currently excluded
 Where existing irrigation is in conflict with new planting and irrigation conditions it will be removed (all other lines will be abandoned in place)
 Plant quantities per those listed on the plan legend
 Bid assumes no planting, hydroseed, preparation or demolition in rotor spray zones
 Bid assumes existing meter and backflow preventer in good working order (upon completion of testing)
 Assumes boring machine has lateral clearance (45 LF) at each boring location

Hardscape and Sitework Qualifications:

Material samples will be submitted for approval
 Stump grinding note specifies stumps to be ground to 18" below grade but no tree demo or stump demo plan is provided
 Traffic control is included as necessary to conduct work in the ROW area
 Tree removal, tree pruning and limb removal is currently excluded
 SWPPP including silt fence, drain filters, erosion control bags are current excluded
 Tree protection is not shown and is currently excluded
 Bid assumes 'yellow flag patio' for stone type ofn maintenance band

General Notes:

All sales taxes are included in the above pricing
 Pricing is good for 30 days

	Area totals
	Allowance pricing
	Currently excluded
	Area designations

Circle C Landscape

Escarpment Infrastructure Improvement

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

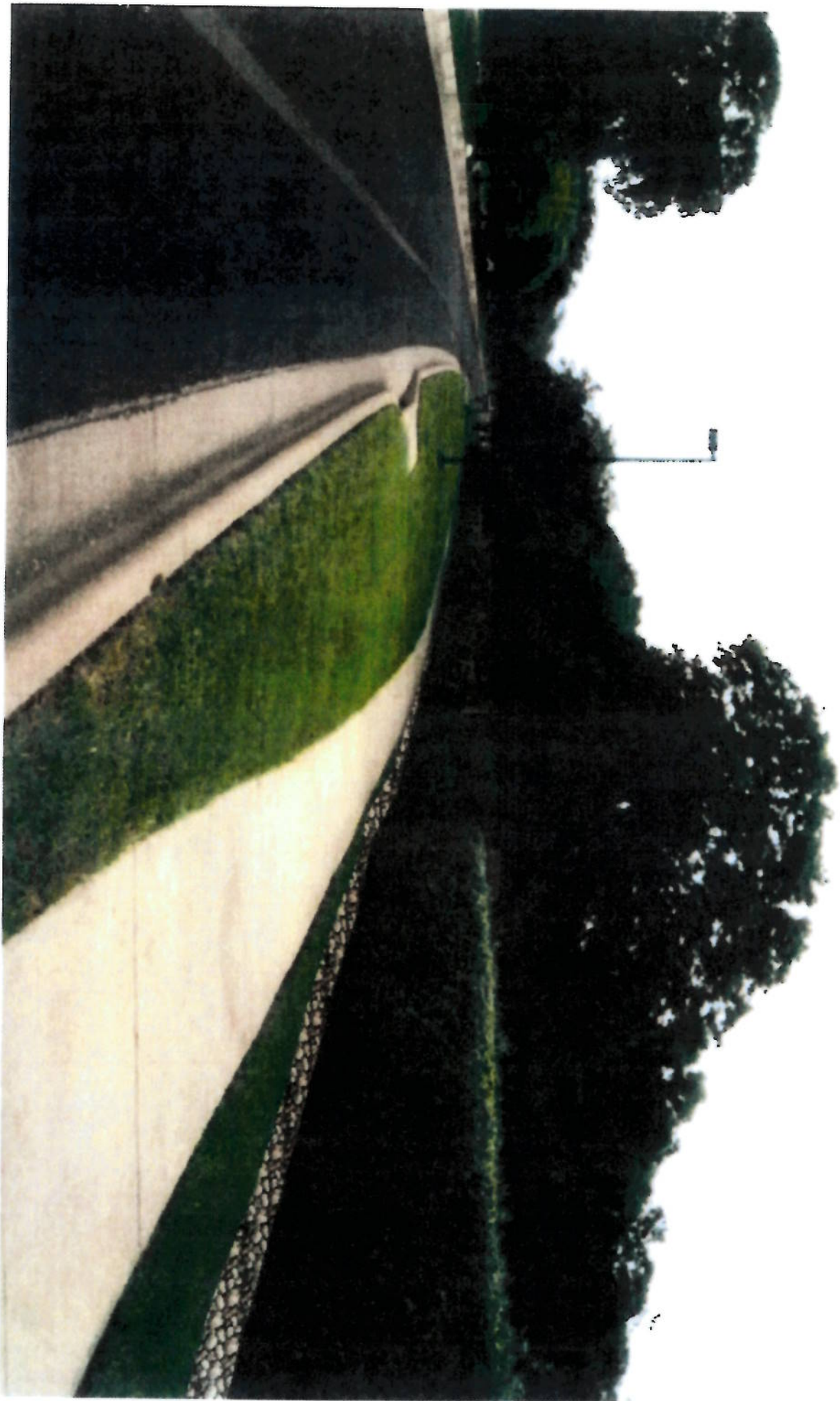
- The irrigation wiring is the most pressing problem on the loop.
- The scope of this proposal is to install a protected wire conduit path compatible with the existing design elements on Escarpment, reduce the risk of catastrophic loss, and cause minimal disturbance to the neighborhood. This solution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

Included in the project:

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

Total Price: \$1,150,000.00











Circle C Homeowners Association Privacy Policy

This privacy policy applies to all Circle C Homeowners Association (CCHOA) documents, including all paper files, electronic documents, websites and databases that are owned, maintained or under the control of CCHOA.

What information do we collect?

We collect information from you when you close on your home, when you register on our websites, place an order, subscribe to our newsletter, respond to a survey or fill out a CCHOA form.

When ordering or registering on our websites, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information. You may visit our websites anonymously, but access will be limited.

We use email for most communications and to invite you to vote on HOA issues on-line. We provide your current email address to one trusted company which also hides your email address when we send out timely announcements. Your email address is considered private and it will never be shared with any other entity.

Peel Inc. sends out our Official HOA Newsletter once a month to every home in Circle C Ranch.

What do we use your information for?

Any of the information we collect from you may be used in one of the following ways:

- To maintain proper records of the HOA, for communications, voting, and financial affairs of CCHOA or our Financial Manager.
- To personalize your experience
- To send you official communications and assessment invoices by USPS and our monthly newsletters.
- To improve customer service and make timely announcements
- To process transactions for assessments, fees and fines.
- To administer a contest, promotion, survey, voting or other official HOA activities.
- To send periodic emails with CCHOA announcements.

Note: We include detailed instructions to unsubscribe at the bottom of each email.

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our websites, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our website policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

Third party links

Occasionally, at our discretion, we may include or offer third party products or services on our websites. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our websites and welcome any feedback about these sites.

CCHOA maintains various social medial accounts primarily to redirect users to the proper Official CCHOA website or to our offices, for correct and timely information. CCHOA does not validate members of social medial accounts.

Terms and Conditions

Please also visit our Terms and Conditions section establishing the use, disclaimers, and limitations of liability governing the use of our websites.

Your Consent

By using our websites, you consent to our online privacy policy.

Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on-line.

Contacting Us

If there are any questions regarding this privacy policy you may contact us using the information below.

CCHOA Manager
7817 La Crosse Avenue
Austin, Texas 78739

(512) 288-8663
info@circlecranch.com

CIRCLE C HOMEOWNERS ASSOCIATION, INC.

7817 LA CROSSE AVENUE • AUSTIN, TEXAS 78739 • (512) 288-8663

Circle C Homeowners Association, Inc. Social Media Policy

The Circle C Homeowners Association wants to promote a friendly, informative and enjoyable online experience for the members of the community. Posts, contents and comments containing any of the following are not permitted on the Circle C Homeowners Association official Facebook page.

- Content determined to be inappropriate, in poor taste, or otherwise contrary to the purposes of this forum, in the sole discretion of the Circle C Homeowners Association.
- Profane, defamatory, offensive or violent language or content;
- Personal attacks on individuals or specific groups;
- Trolling or posting deliberately disruptive comments meant to harass, threaten or abuse and individual or business;
- Content for the purposes of promoting or advertising a person, product, service or brand;
- Content that relates to confidential or proprietary business information;

Code of Conduct

The Circle C Homeowners Association reserves the right to remove or block any posts that don't adhere to its guidelines as listed above. We also reserve the right to remove or block anyone who violates these guidelines from posting on our page at any time without prior notice. By following/liking this page you automatically agree to these rules, policies and codes of conduct

Posts relating to the Homeowner's Association

If you have a specific question, comment or issue relating to Circle C Homeowners Association and you feel that it requires immediate attention, please email us at info@circlecranch.info or call the office at (512) 288-8663. While we do monitor posting on the page on a regular basis, we also want to address any issue requiring immediate attention in a timely manner.



CIRCLE C HOMEOWNERS ASSOCIATION, INC.

7817 LA CROSSE AVENUE • AUSTIN, TEXAS 78739 • (512) 288-8663

December 4, 2019

TO: Mayor Steve Adler, and the Austin City Council

CC: Spencer Cronk; City Manager, Annick Beaudet; Head LDC Revisions

FROM: The Circle C Homeowners Association, Board of Directors

Kim Ackerman, President
Natalie Placer-McClure – Vice President
Michael Chu - Treasurer
Russ Hodes - Secretary
Jason Bram - Director
Steve Urban - Director
Alton (AE) Martin – Director

RE: LDC Revision, Circle C Technical Issues

Dear Mayor and City Council:

First of all, we would like to thank all of you for the numerous opportunities that have been provided for us to give input on the LDC revisions. We have had representation at neighborhood meetings, participated in individual reviews at the Hampton Branch at Oak Hill Library, and attended the Town Hall put on by Council Member Ellis. We have found all of the City of Austin staff to be knowledgeable and concerned about the issues we have raised. They have promised to look into our concerns and get back to us at the appropriate time. We can't say enough about their professionalism during this process.

This letter will serve to document some of the technical issues we are seeing on the map, in hopes of making sure that these are addressed prior to the final code being adopted.

- 1) Circle C Ranch consists of approximately 5,600 single family homes, neighborhood shopping, schools, day cares, community recreational centers, and apartments.
- 2) Development of the Circle C Community was finalized in the early 2000's with two settlement agreements between 1) the City of Austin and the Bradley Parties, and 2) the City of Austin and Stratus Properties. The zoning for the property coincided with these settlement agreements, and was compatible with the restrictive development covenants and conservation agreements put in place.
- 3) For the residential development, approximately 99% is built out all under SF-2 zoning.

The CCHOA has the following concerns/questions, etc.:

- For the area south of SH 45, the Avana Neighborhood, a portion of the map is R2 and other portions are IRR. The IRR sections include areas where SF 2 houses already exist.

Throughout Circle C, there are four amenity centers, all four have swimming pools, playgrounds, open space, restrooms/showers, one has a grill, one has a community center. The community center is proposed for MU5B-A, however two are proposed RR, and one is R2. These include



December 2, 2019

TO: Annick Beaudet, City of Austin Transportation

FROM: Susan Hoover, on behalf of the Circle C Homeowners Association, Inc.

RE: Circle C concerns regarding the multi-use path and other Mobility Corridor Improvements, Slaughter Lane from MoPac to FM 1826, through the Circle C neighborhood

Background: Circle C entered into a licensing agreement with Travis County in 1985 to maintain Slaughter Lane irrigation and landscaping that was installed by the developer. This licensing agreement transferred to the City of Austin during the 1998 annexation. The Circle C Homeowners Association pays to maintain the area along the 3.5 to 4 miles of Slaughter Lane where the Mobility Corridor improvements are proposed.

The CCHOA has paid for full irrigation, tree planting and tree care, trash pick-up, lawn and bed mowing and maintenance for many years. This corridor includes the main entrance at Escarpment and Slaughter Lane, and additional residential entrances at Vinemont, and Barstow. It is surrounded by parkland, and City of Austin preserve land on the south side.

The area is full of trees, many of which were planted in the mid-180s and now are approximately 14"-18" in caliper, thus not protected by any City of Austin ordinance.

Problem 1: The proposed multi-use path will replace existing six foot sidewalks with an eight foot path. It will sit on top of the existing irrigation main line and wiring which run along both sides of Slaughter Lane and also provide irrigation to the wide medians in this area. We estimate approximately five linear miles of irrigation main line will be affected due to the project.

Problem 2: The proposed improvements will require removal of a significant amount of trees, which have been watered, pruned, fed and cared for by the CCHOA. These are 30 year old trees and will be impossible to replace.

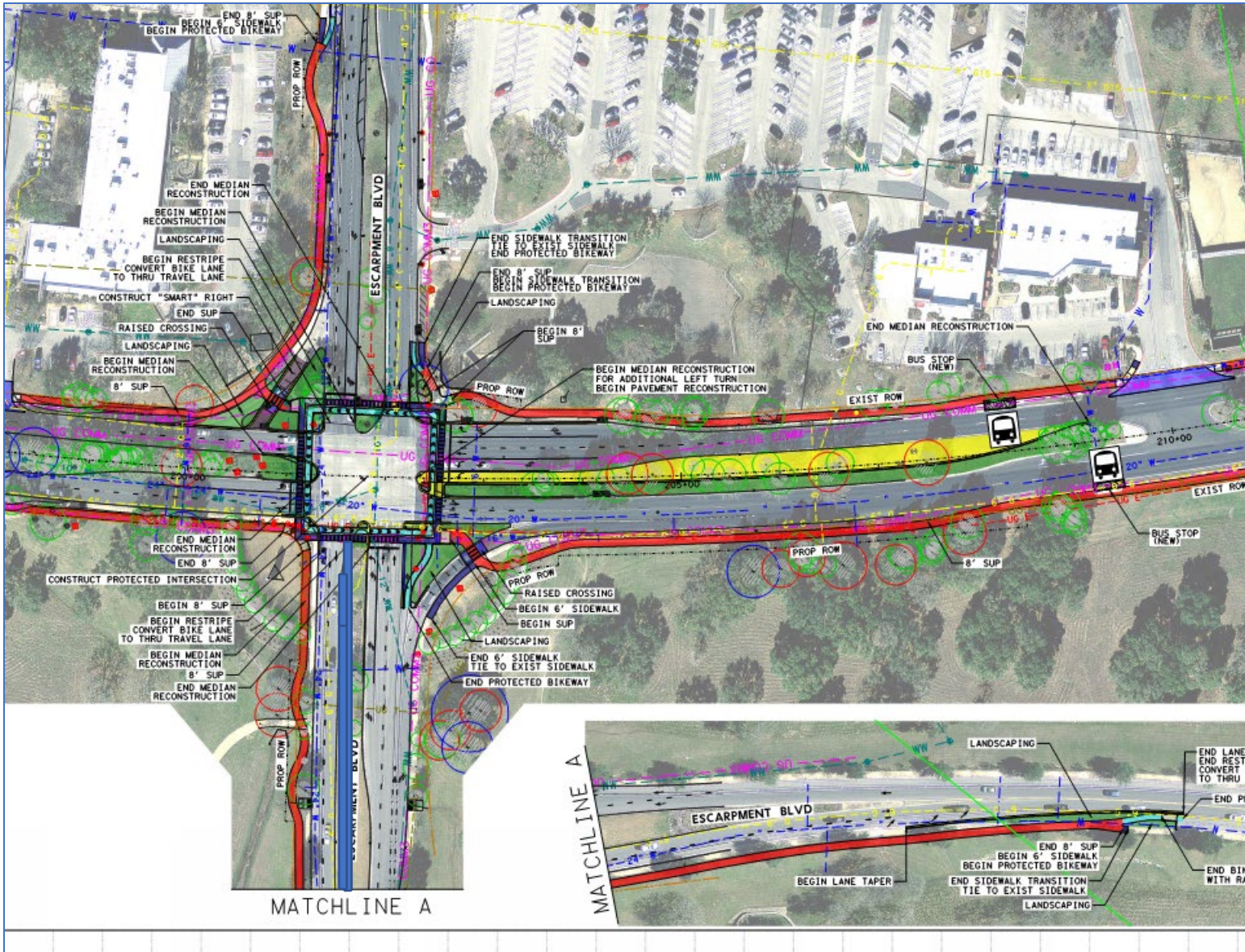
Our Idea: We would like to work with the City of Austin on a win-win situation for this project. Thus far, the designers have mentioned things that might ameliorate some of these issues, but we have not been able to have a substantial discussion of it. It is the role of the CCHOA to protect the investment of its members, the Circle C residents. **We want to be able to tell all residents that the CCHOA has worked productively with the City to achieve a mutually acceptable resolution.**

Current Status: The path designers have determined: *The City shall have no obligation to repair or replace landscaping or irrigation systems removed or damaged as a result of City Construction upon or maintenance of the Right of Way to protect the public health, safety or welfare. The City agrees, however, to use reasonable care to avoid or minimize such damage.* They have proposed some ideas of how to minimize damage, which the CCHOA is considering. **However, even if everything was located and care was taken during construction, the path will be on top of the main line which would prohibit maintenance of the line.**

The CCHOA has also expressed a number of ideas that would also minimize damage and save trees, however, we have not gained any traction on these. Here is a list of things we would like to seriously discuss:

- Consider ending the multi-use path coming from IH 35 west along Slaughter Lane at Beckett. This would preserve the existing infrastructure and trees that run along Slaughter Lane near the Circle C Park. Use the existing six foot sidewalks to continue west since the path is planned to dead into FM 1826. Allow the CCHOA a number of years to relocate the irrigation infrastructure from Beckett to Barstow on the Slaughter Lane corridor. Finish out the path after FM 1826 is improved and there would be some connectivity. (i.e. the next bond issue). Redirect bikers at Beckett to the existing hike and bike lanes that run fully through the park at this location. **This is our absolute first choice.**
- If that is not an option, consider putting the path only on the north side of Slaughter, and wait on installing the south side until it is needed. Again, the CCHOA would use this time to relocate infrastructure. **This is our second choice.**
- Provide tree mitigation for trees that will be taken out for the traffic improvements at Slaughter/Escarpment and any part of the pathway. Consider partnering with the CCHOA to ask the Park Foundation for tree mitigation funds and a major tree replanting program. **This should be workable.**
- If the path is constructed, provide financial compensation to the CCHOA for infrastructure relocation, sleeves to the medians, and additional water meters. **This is not necessarily a request for full compensation, but something that would assist with our issues.**
- Place a 3" sleeve every 50 feet under the multi-use path if it has to be built. **This is easy and low cost.**
- Refine the licensing agreement to clarify liability issues with regard to the multi-use path. The CCHOA does not want to be responsible for maintenance or accidents.
- At Escarpment/Slaughter, there is a new turn lane to be added for the south turn from Slaughter onto Escarpment. This is the main entry of Circle C. The last plan proposed by the designers came as a complete shock in that they now plan to wrap the multi-use plan around the corner from Slaughter to the west side of Escarpment. They are proposing to take out approximately 16-20 trees that serve as the entry to Circle C. This is the most highly visible part of Circle C. **We want to know if they could cut the extra lane into the existing median, and leave the current bike lane as is. Removing all of these trees will cause significant distress to the 20,000 homeowners who pass through or by this entry daily.** There is a major drop off here, and the designers should seek out any alternative other than the one they proposed. **The CCHOA Board of Directors cannot support the current plan for this location.**

Schematic 3 Currently Approved



2020 Draft Budget -

2019 CCHOA INCOME BUDGET

		\$674,000	\$674	\$706
Category	Subcategory	2019 Approved Budget	2020 Draft Budget - no increase	2020 Draft Budget - 5% increase
Homeowner Income	Homeowner Dues	\$3,527,000	\$3,631,140	\$3,802,214
Homeowner Income	Resale Certificates	\$75,000	\$73,125	\$73,125
Homeowner Income	Transfer Fees Income	\$100,000	\$75,000	\$75,000
Homeowner Income	Late Fees Collected	\$20,000	\$18,000	\$18,000
Homeowner Income	Lien Admin Fees Income	\$400	\$400	\$400
Homeowner Income	Filing Fee Income	\$1,250	\$224	\$224
Homeowner Income	NSF Charges	\$100	\$100	\$100
Homeowner Income	Collection Fee Income	\$250	\$50	\$50
Homeowner Income Total		\$3,724,000	\$3,798,039	\$3,969,113
Architectural Review Income	Architectural Review Income	\$25,000	\$10,000	\$10,000
Architectural Review Income Total		\$25,000	\$10,000	\$10,000
Rental Income	Office Rent	\$8,300	\$14,400	\$14,400
Rental Income	Grill Rent	\$6,300	\$6,300	\$6,300
Rental Income Total		\$14,600	\$20,700	\$20,700
	Group Swim Lessons	\$40,000	\$40,000	\$40,000
	Private Swim Lessons	\$40,000	\$35,000	\$35,000
	Classes/Clinics	\$8,000	\$10,000	\$10,000
	Contracted Programs	\$0		
Aquatics Income	Pool Programs	\$88,000	\$85,000	\$85,000
	Registration Fee's	\$16,000	\$12,000	\$12,000
	Away Meet Entry Fees	\$2,500	\$2,500	\$2,500
	Memberships Due/Reg Fees	\$115,000	\$95,000	\$95,000
	Home Meet	\$10,000	\$10,000	\$10,000
Aquatics Income	Pool Programs - Swim Team	\$143,500	\$119,500	\$119,500
	Merchandise Sales	\$3,000	\$2,500	\$2,500
	Uniform Sales	\$3,000	\$3,000	\$3,000
	Guest Fees	\$10,000	\$10,000	\$10,000

	ID Replacement Cards		\$1,000		\$1,000		\$1,000
	Area Reservations)		\$3,000		\$3,000		\$3,000
	Facility Rentals		\$2,500		\$3,000		\$3,000
	Lane Rentals		\$15,000		\$15,000		\$15,000
Aquatics Income	Facility Income		\$37,500		\$37,500		\$37,500
Aquatics Income Total			\$269,000		\$242,000		\$242,000
CCCC Income	CCCC Facility rentals		\$50,000		\$50,000		\$50,000
CCCC Income Total			\$50,000		\$50,000		\$50,000
Landscape Reimbursements	Stratus Reimb		\$97,000		\$97,000		\$97,000
Landscape Reimbursements	COA Reimb		\$17,600		\$17,600		\$17,600
Landscape Reimbursements Total			\$114,600		\$114,600		\$114,600
Miscellaneous	Interest Income		\$5,000		\$15,000		\$15,000
Miscellaneous Total			\$5,000		\$15,000		\$15,000
The Rowell HOA	The Rowell HOA		\$45,000		\$53,000		\$53,000
Grand Total			\$4,247,200		\$4,303,339		\$4,464,413
2019 CCHOA EXPENSE BUDGET			2019 Approved Budget		2020 Draft Budget		2020 Draft Budget
Category	Subcategory						
	Common Area Landscaping		\$1,155,950		\$1,234,458	##	\$1,234,458
	Swim Center Landscaping		\$30,318		\$31,834		\$31,834
	Community Center Landscaping		\$30,318		\$31,834		\$31,834
	Avana Swim Center Landscaping		\$21,500		\$22,575		\$22,575
	GreyRock Landscaping		\$21,500		\$22,575		\$22,575
	Common Area Holiday Lighting		\$43,075		\$44,729		\$44,729
Commons Area Services	Landscape Maint Contract		\$1,302,661		\$1,388,005		\$1,388,005
Common Area Services	2020 Land Additions		\$5,000		\$5,000		\$5,000
Commons Area Services	Landscape Repairs		\$70,000		\$80,000		\$80,000

Commons Area Services	Landscape Water Utilities	\$245,000		\$255,000		\$255,000	
Common Area Services	COA Water Utility Compliance	\$8,000		\$8,000		\$8,000	
Commons Area Services	Landscape Electric Utilities	\$36,000		\$36,000		\$36,000	
Common Area Services	Tree Care	\$25,000		\$50,000		\$50,000	
Commons Area Services	Fence Repairs & Maint	\$7,000		\$6,000		\$6,000	
Commons Area Services	Electrical Repairs & Maint	\$13,000		\$15,000		\$15,000	
Common Area Services	Neighborhood Maint & Repair	\$17,000		\$17,000		\$17,000	
Common Area Services	Non Contract Maintenance	\$15,000		\$15,000		\$15,000	
Commons Area Services Total		\$1,743,661		\$1,875,005		\$1,875,005	
	Office Supplies		\$30,000		\$30,000		\$30,000
	Employee Education & Skills Enhancement		\$7,000		\$7,000		\$7,000
	Staff Uniforms		\$8,500		\$8,500		\$8,500
	Staff Recruitment & Hiring		\$1,500		\$1,500		\$1,500
	Retail Merchandise		\$3,500		\$3,500		\$3,500
	ARC Program Fees		\$7,500		\$8,500		\$8,500
Aquatics Facilities	Administrative	\$58,000		\$59,000		\$59,000	
	Safety Equip & Supplies		\$10,000		\$10,000		\$10,000
	Program Equip & Supplies		\$3,000		\$3,000		\$3,000
	Pool Supplies		\$3,000		\$3,000		\$3,000
Aquatics Facilities	Supplies - Pool	\$16,000		\$16,000		\$16,000	
	SC		\$39,000		\$39,000		\$39,000
	CC		\$15,000		\$15,000		\$15,000
	Avana		\$11,000		\$11,000		\$11,000
	Greyrock		\$6,000		\$6,000		\$6,000
Aquatics Facilities	Supplies - Chemicals	\$71,000		\$71,000		\$71,000	
	USA Swimming Registration		\$8,000		\$6,500		\$6,500
	Coach Training		\$2,000		\$2,000		\$2,000
	Swim Team Supplies		\$3,000		\$3,000		\$3,000
	Meet Expenses		\$0				
	Staff Meet Expenses		\$7,000		\$7,000		\$7,000
	Home Swim Meet		\$5,000		\$5,000		\$5,000
Aquatics Facilities	Supplies & Fees - Swim Team	\$25,000		\$23,500		\$23,500	
	SC - Equipment		\$37,000		\$39,000		\$39,000
	CC - Equipment		\$18,000		\$17,000		\$17,000
	Avana - Equipment		\$7,000		\$10,000		\$10,000
	GR - Equipment		\$3,500		\$4,000		\$4,000

		SC - Pool & Deck Coatings	\$4,000		\$4,000		\$4,000
		CC - Pool & Deck Coatings	\$2,500		\$2,500		\$2,500
		Avana - Pool & Decking Coatings	\$1,000		\$1,000		\$1,000
		GR - Pool. & Decking Coatings	\$400		\$400		\$400
		SC - Vacuum	\$4,000		\$3,500		\$3,500
		CC - Vacuum	\$800		\$800		\$800
		Avana - Vacuum	\$600		\$600		\$600
		GR - Vacuum	\$300		\$300		\$300
		SC - Permits & Inspections	\$1,000		\$800		\$800
		CC - Permits & Inspections	\$600		\$600		\$600
		Avana- Permits & Inspections	\$400		\$400		\$400
		GR- Permits & Inspections	\$400		\$400		\$400
Aquatics Facilities	Maintenance - Pool		\$81,500		\$85,300		\$85,300
		SC - Janitorial	\$9,000		\$10,000		\$10,000
		CC - Janitorial	\$1,300		\$1,300		\$1,300
		Avana - Janitorial	\$600		\$600		\$600
		GR - Janitorial	\$700		\$600		\$600
		SC - Fence	\$2,500		\$2,000		\$2,000
		CC - Fence	\$900		\$900		\$900
		Avana - Fence	\$600		\$600		\$600
		GR - Fence	\$300		\$300		\$300
		SC - Equip & Maint	\$5,500		\$5,500		\$5,500
		CC - Equip & Maint	\$3,500		\$3,500		\$3,500
		Avana - Equip & Maint	\$1,000		\$900		\$900
		GR-Equip & Maint	\$700		\$700		\$700
		SC - Supplies	\$3,000		\$3,000		\$3,000
		CC - Supplies	\$1,500		\$1,200		\$1,200
		Avana - Supplies	\$500		\$500		\$500
		GR - Supplies	\$300		\$300		\$300
		Playground	\$3,000		\$2,500		\$2,500
		Café Building	\$2,500		\$2,500		\$2,500
		Post Office Building	\$1,800		\$1,800		\$1,800
		Swim Center Parking Lot & Dumpster	\$11,000		\$15,000		\$15,000
		Avana Parking Lot & Dumpster	\$1,000		\$500		\$500
		Greyrock - Parking Lot & Dumpster	\$800		\$500		\$500
Aquatics Facilities	Maintenance - Building		\$52,000		\$54,700		\$54,700
		Aquatics Director		\$78,000		\$80,000	

		Lifeguards	\$390,000		\$454,000		\$454,000
		Front Desk	\$60,000		\$66,000		\$66,000
		Aquatics Administration	\$78,000		\$80,000		\$80,000
		Payroll Taxes	\$46,000		\$46,000		\$46,000
Aquatics Facilities	Payroll - Staff		\$652,000		\$726,000		\$726,000
		Contract Labor	\$0		\$4,500		\$4,500
		Private Lesson Instructor	\$10,000		\$10,000		\$10,000
		Group Lesson Instructor	\$12,000		\$12,000		\$12,000
		Program Instructor	\$10,000		\$10,000		\$10,000
		Lead Instructors	\$5,000		\$5,000		\$5,000
		Payroll Taxes	\$4,000		\$4,000		\$4,000
Aquatics Facilities	Payroll - Programming Staff		\$41,000		\$45,500		\$45,500
		Head Coach	\$69,825		\$69,825		\$69,825
		Asst. Coaches	\$40,000		\$25,000		\$25,000
		Dry Land Coach	\$6,000		\$3,000		\$3,000
		Payroll Taxes	\$6,000		\$6,000		\$6,000
Aquatics Facilities	Payroll - Swim Team		\$121,825		\$103,825		\$103,825
Aquatics Facilities	SC - Utilities - Water		\$30,000		\$30,000		\$30,000
		Avana - Utilities - Water	\$4,500		\$3,000		\$3,000
		GR - Utilities - Water	\$4,500		\$4,000		\$4,000
Aquatics Facilities	SC - Utilities - Electric		\$28,000		\$28,000		\$28,000
		Avana - Utilities - Electric	\$12,000		\$12,000		\$12,000
		GR - Utilities - Electric	\$6,000		\$6,000		\$6,000
Aquatics Facilities	Utilities - Natural Gas		\$32,000		\$34,000		\$34,000
Aquatics Facilities	SC - Utilities - Telephone/Internet/Cameras		\$11,000		\$11,000		\$11,000
		Avana - Utilities- Telephone/Internet/Cameras	\$4,000		\$4,000		\$4,000
		GR - Utililites - Telephone/Internet/Cameras	\$4,000		\$4,000		\$4,000
Aquatic Facilities Total			\$1,254,325		\$1,320,825		\$1,320,825
Circle C Community Center	Utilities - Water		\$35,000		\$35,000		\$35,000
Circle C Community Center	Utilities - Electric		\$20,000		\$22,000		\$22,000
Circle C Community Center	Utilities - Telephone/Internet		\$9,600		\$9,600		\$9,600
Circle C Community Center	Events Payroll		\$6,000		\$6,000		\$6,000
Circle C Community Center	Furniture		\$2,000		\$2,000		\$2,000
		Janitorial	\$13,000		\$13,000		\$13,000
		Supplies	\$5,000		\$6,000		\$6,000
		Parking Lot & Dumpster	\$6,000		\$8,000		\$8,000

	Equip & Maint		\$12,000		\$16,000		\$16,000
	Contract Services		\$2,000		\$2,000		\$2,000
	Permit & Inspections		\$1,500		\$2,000		\$2,000
Circle C Community Center	Maintenance - Building	\$39,500		\$47,000		\$47,000	
Circle C Community Ctr Total		\$112,100		\$121,600		\$121,600	
Maintenance Operations	Office Supplies		\$1,600		\$1,500		\$1,500
Maintenance Operations	Employee Education		\$1,200		\$1,200		\$1,200
Maintenance Operations	Uniforms		\$1,800		\$1,800		\$1,800
Maintenance Operations	Staff Recruitment-Hiring		\$300		\$300		\$300
Maintenance Operations	Safety Equip & Supplies		\$900		\$900		\$900
Maintenance Operations	Maintenance Payroll		\$175,000		\$180,000		\$180,000
Maintenance Operations	Pool Tech		\$69,000		\$72,000		\$72,000
Maintenance Operations	Maintenance Payroll Taxes		\$15,000		\$15,000		\$15,000
Maintenance Operations	Computers/Software		\$1,000		\$1,000		\$1,000
Maintenance Operations	Tools/Supplies		\$5,000		\$5,000		\$5,000
Maintenance Operations	Office Furniture		\$500		\$700		\$700
Maintenance Operations Total		\$271,300		\$279,400		\$279,400	
HOA Operations	Office Supplies	\$9,000		\$9,000		\$9,000	
HOA Operations	Equip/Maintenance	\$14,000		\$15,000		\$15,000	
	Computers, Software & Service		\$9,000		\$9,000		\$9,000
	Cameras		\$4,000		\$5,000		\$5,000
	Furniture		\$1,000		\$1,000		\$1,000
HOA Operations	HOA Owned vehicles	\$7,000		\$8,000		\$8,000	
	Maintenance/Registration		\$2,000		\$3,000		\$3,000
	Gas		\$5,000		\$5,000		\$5,000
HOA Operations	Postage	\$16,000		\$16,000		\$16,000	
HOA Operations	Web Operations	\$3,000		\$3,000		\$3,000	
HOA Operations	Printing	\$2,000		\$2,000		\$2,000	
HOA Operations	HOA Meetings	\$6,000		\$5,000		\$5,000	
HOA Operations	Deed Restrictions	\$5,000		\$5,000		\$5,000	
HOA Operations	HOA Special Events	\$30,000		\$30,000		\$30,000	
HOA Operations Total		\$92,000		\$61,000		\$61,000	
Financial Management	Management Services	\$105,000		\$112,000		\$112,000	
Financial Management	Resale Certificate	\$15,000		\$16,250		\$16,250	

Financial Management	Lien Filing Administrative Fees	\$500		\$1,000		\$1,000	
Financial Management	Bank Fees/Credit Card Fees	\$30,000		\$30,000		\$30,000	
Financial Management	CPA/Audit	\$8,000		\$8,000		\$8,000	
Financial Management Total		\$158,500		\$167,250		\$167,250	
HOA Management	Management Payroll	\$205,000		\$190,000		\$190,000	
HOA Management	Management Payroll Taxes	\$15,000		\$15,000		\$15,000	
HOA Management	Mileage Reimbursement	\$6,000		\$6,000		\$6,000	
HOA Management	Health Insurance	\$36,000		\$44,000		\$44,000	
HOA Management	Cont Ed & Skills Enhancement	\$2,000		\$2,000		\$2,000	
HOA Management	Consulting Contract						
HOA Management Total		\$264,000		\$257,000		\$257,000	
Architectural Review Expenses	Architectural Review Expenses	\$15,000		\$7,500		\$7,500	
Architectural Review Expenses Total		\$15,000		\$7,500		\$7,500	
Legal Services	Legal Services	\$20,000		\$20,000		\$20,000	
Legal Services Total		\$20,000		\$20,000		\$20,000	
Taxes	Property	\$6,500		\$5,500		\$5,500	
Taxes	Other	\$0					
Taxes Total		\$6,500		\$5,500		\$5,500	
Insurance	General, Property, Boiler & Auto, Umbrella	\$65,000		\$65,000		\$65,000	
Insurance	HOA Owned Vehicles	\$5,000		\$5,000		\$5,000	
Insurance	D & O Insurance	\$12,000		\$12,000		\$12,000	
Insurance	Worker's Comp	\$14,000		\$16,000		\$16,000	
Insurance Total		\$96,000		\$98,000		\$98,000	
Community Enhancement	Donations	\$1,000		\$1,000		\$1,000	
Community Enhancement	Association Memberships	\$2,000		\$2,000		\$2,000	
Community Enhancement Total		\$3,000		\$3,000		\$3,000	
Reserve Transfer				\$87,259		\$248,333	
Reserve Transfer Total				\$87,259		\$248,333	

Grand Total

Difference

Capital Budget Projects

Lounge Chairs (SC Replacements)

Irrigation Infrastructure

Bed Upgrades

Slaughter Tree Pruning

Rock Work

Dalhgreen/La Crosse Median

Pool Covers

SC Wade Pool Repairs (slide)

Avana - Restaining

CC - Replace final handrail

CC- Splash Pad

CC-Seal Coat/Restriping

Picnic Table/Benches - Wildflower Park

Trash Receptacles

Park Place Renovation

Avana - Beach Entry Repair

HVAC Coil Replacement

SC Replacement Benches

CC Seal Coat/Repair

Monument

Escarpment Project

Valve to valve Upgrade

Construction Repairs

Total Cap Projects

Grand Total

Difference

KEY:

		\$4,303,339		\$4,464,413	
		\$0		\$0	
	\$5,000	\$11,000		\$11,000	
	\$25,000	\$26,000		\$26,000	
	\$15,000				
	\$30,000	\$38,050		\$38,050	
	\$30,000				
	\$6,500	\$10,500		\$10,500	
	\$8,400	\$5,000		\$5,000	
	\$2,400				
	\$6,500				
		\$8,000		\$8,000	
	\$4,900	\$4,900		\$4,900	
		\$10,000		\$10,000	
		\$22,000		\$22,000	
		\$2,500		\$2,500	
		\$4,000		\$4,000	
		\$9,000		\$9,000	
		\$14,000		\$14,000	
	\$150,000				
	\$270,000	\$270,000		\$270,000	
		\$25,000		\$25,000	
	\$25,000	\$35,000		\$35,000	
	\$578,700	\$494,950		\$494,950	
	\$4,615,086				
	-\$367,886				
pale olive green feeds into		pale olive green feeds into		pale olive green feeds into	
light blue which feeds into		light blue which feeds into		light blue which feeds into	

Architectural Control Committee

Maintenance Recommendations for Common Areas Elements (non-landscaping)

The Circle C Commons Areas and their improvements are extensive throughout the community. Many of these elements are aging and subject to normal wear and tear. The ACC is recommending that the following items be reviewed on an annual or semi-annual basis to ensure that they are in good condition, clean and maintained.

Signage:

- 1) Bandit and unauthorized signs in the ground, on street light and street name posts, at post offices, etc. should be removed promptly.
- 2) Stop Signs, Traffic Signs Bike Signs, etc. These are City of Austin signs but are subject to getting very dirty and moldy, especially if they are under trees. It is recommended that these signs be cleaned at least 1x per year on the major interior boulevards (Escarpment, Barstow, Bungalow, Vinemont, Beckett, LaCrosse, Sundrop Valley, Spruce Canyon, Avana Escarpment and Archeletta.
- 3) CCHOA Signs. The CCHOA has placed no trespassing signs at private outlying areas. These should be reviewed annually, straightened, and cleaned.
- 4) CCHOA Common Area Signage. Monument and Entry signage should be reviewed and cleaned as needed.

Sign Posts:

- 1) Sign poles and posts that have previously been painted black on the major commons boulevards should be reviewed annually and repainted. Or repainted when damage or chipping occurs.

Bridge on Escarpment: Clean/powerwash on annually.

Banners at the Amenity Centers:

- 1) Banners hung on fences and gates should be taken down during the off season, and used sparingly the remainder of the year. Banners should be looked at monthly and either taken down or straightened as necessary.

Electrical Boxes:

- 1) Electrical boxes should be checked to ensure that there are tops for each box for safety reasons. These are extensive throughout the property and should be reviewed on a regular basis. For liability reasons, a checklist should be on file with management.

Mortared Small Walls and Dry Stack Walls

- 1) These walls should be reviewed on a regular basis and repaired as necessary

Common Area Fencing

Review and repair on a regular basis. Replace when necessary and after consultation with CCHOA manager.

**Circle C Homeowners Association
Common Areas Guidelines and Rules
Architectural Control Committee
Updated June, 2019**

Goal: To keep the Circle C Commons areas consistent, well designed, and at the current standard by adopting reasonable rules and guidelines that assist the CCHOA Board of Directors, Managers and employees in making decisions on items that are located on areas owned or managed by the CCHOA.

History: A great effort has been made in the past to ensure that items such as signage, design elements for major construction (buildings) and minor construction (remodeling), furniture, fixtures, park elements, play equipment, lighting, security cameras, and all other elements that affect the visual impact of the CCHOA common areas are if a consistent and high quality.

Guidelines and Process:

All improvements and items that impact the visual quality of the commons areas must be reviewed by the Architectural Control Committee prior to purchase and installation. Visual quality includes initial design and components that endure and will be maintained over time.

This will allow the ACC to suggest items that are consistent with existing standards, new items that would benefit the community, and placement of such items to ensure high visual quality throughout the neighborhood. This will also ensure economy of funds and equity across all sections of Circle C.

Recommendation: The manager of the CCHOA shall submit plans and descriptions to the ACC for approval. The ACC will place all common area improvements on a priority list for rapid review. This does not obligate the manager to produce construction drawings or any items that would burden the CCHOA, but a reasonable description, pictures, drawings etc. should be submitted to the ACC, along with a timeline on the request.

Signage

Signage exists in many forms and uses. Consistency in type and placement will enhance the appearance of the Circle C common properties. All signage must be approved by the ACC.

Monument Signage

- A monument sign is any permanent signage or marking structure at a primary entrance. A model and design for monument and entry signage was adopted by the CCHOA Board of Directors in 2018. This signage has ACC approval. A map of signage locations is attached.

- **Directional Signage**
 - Directional signage is any permanent sign on CCHOA common property (other than a monument sign) that provides labeling and information (such as amenity center signage and locational signage). All such signage shall be consistent throughout the commons areas, and all sign designs shall be approved by the ACC.
- **Temporary/Announcement Signage (current plexi-glass lettered signs)**
 - This signage provides temporary updates on CCHOA activities. It is the recommendation of the ACC that other methods be considered. With the increase in neighborhood size, highway development, and traffic these signs have become difficult to read, and are labor intensive for the CCHOA.
 - The ACC recommends that the CCHOA submit alternatives for temporary signage to the ACC.
- **Unauthorized signage.**
 - Any signage posted by parties other than the CCHOA (including residents, realtors, sports organizations, vendors, etc.) that has not previously been approved by CCHOA management would qualify as an unauthorized sign.
 - It is recommended that all temporary signs be removed promptly and if they are excessive the maker/owner be contacted by the CCHOA. The current system has the all parties involved with the CCHOA commons areas looking for errant signs on a regular basis and removing them quickly. We recommend this continue.
- **Realtor Signage**
 - Although bandit signs are used by Realtors, such signs are illegal in the City of Austin. Currently, bandit signs are picked up Monday-Friday until noon. Most Realtors put out signs for open houses over the weekends, and pick them up when finished.
 - It is recommended that with all landscape re-design a small area in the rock work be designated for realtor signage in the hopes they would use it.
 - The CCHOA has contacted realtors in the past if they have put up too many signs (over 5 for one house) and we recommend that this continues.
 - It is recommend that Realtors be told to use the wire signs, rather than the staked signs due to damage to drip and other irrigation.
- **Street Signs**
 - The CCHOA has a replacement program for the black street signs located throughout Circle C. It is recommended that the CCHOA monitor each neighborhood as part of the deed restriction standard drives and review street signs one time per year.
 - Any design change of street signs shall require ACC approval

- **Amenity Center Signage**

- Safety signage shall be limited to what is absolutely necessary and required by law.
- Signage should not be attached to any light poles.
- Signage located in or on the public areas shall be reviewed by the ACC for design and placement prior to installation.
- Signage shall be consistent for all four amenity centers.
- Banners are considered temporary and shall be reviewed for necessity by the CCHOA every six months. Banners shall be limited in number, in good condition, and maintained properly.

Furniture/Fixtures at Pools

- All pool furniture and fixtures (umbrellas, shade tarps, play equipment, etc.) shall be approved by the ACC for color, design, and quality. It shall be consistent in all pool areas.
- Any replacement furniture that deviates from the original design shall be reviewed by the ACC.
- Pavers, sidewalks, bricks, fencing, railings, trash cans and other permanent items shall be approved by the ACC prior to purchase and installation.

Parks/Commons Areas with benches, trash cans

- Park benches, community trash cans, park picnic tables shall be reviewed by the ACC prior to purchase and installation. Older and worn out items shall be removed, and the park shall be looked at comprehensively when planning a renovation.
- Trash can style and location shall be approved by the ACC
- Benches or tables on the commons area shall be approved by the ACC
- Addition of dog waste stations, pet watering stations, etc. shall be reviewed and approved by the ACC.

Stonework

- New walls, fences or stonework shall be reviewed and approved by the ACC.
- Changes to stonework shall be reviewed and approved by the ACC.

Fences

- Wood, iron and other fences shall be reviewed and approved by the ACC.
- All fences must comply with existing CCHOA deed restrictions with smooth sides facing towards streets and open spaces.

Buildings Located on CCHOA Property

- Plans for building renovations, new roofs, and any material changes shall be approved by the ACC prior to construction
- Lighting on buildings shall be approved by the ACC and checked for consistency
- Fences, gates, stone walls, and other appurtenances shall be reviewed by the ACC

Landscape Lighting

- Landscape lighting on the commons areas shall be proposed by the CCHOA and reviewed by the ACC. Consideration of electrical issues shall be taken.
- Landscape lighting shall follow a low profile design as currently exists in the community.

Drainage Areas, Natural Areas, Karst Areas, Greenbelt Areas

- The CCHOA owns significant natural areas that may back to residences. The CCHOA Board of Directors has adopted a policy for these areas and it is attached.

Wildflower Areas

- Wildflower Areas and Nature Parks shall be maintained according to the Lady Bird Johnson Wildflower Center recommendations, with limited mowing/weedeating. The areas shall be allowed to grow from January 1 until the wildflowers have bloomed and re-seeded. This is generally late June to July.
- Wildflower Areas shall be re-seeded if necessary during the Fall, generally from late December to November.

Appendices

1. Major Entry Monument Signage Design
2. Monument Signage Map
3. Minor Entry Signage Design
4. Minor Entry Signage Map
5. List of Developed Parks, Natural Parks, and Public Spaces

Article II, Section 2 – Voting Membership

Class A. Class A member shall be all those Members described in Section 1, with the exception of Declarant until its membership is converted to Class A membership as described below. Class A members shall be entitled to one vote for each one hundred dollars (\$100.00), or fraction thereof, of value of that portion of The Properties owned by each such member as assessed by the Travis County Appraisal District for ad valorem tax purposes for the preceding year. When two or more persons or entities hold undivided interests in any part of The Properties, all such persons or entities shall be Class A members, and the vote for such part of The Properties shall be exercised as they, among themselves, determine, by in no event shall more than one vote be cast with respect to each one hundred dollars (\$100.00), or fraction thereof, of value of the part of The Properties in which such members own undivided interests.

Class B. The Class B member shall be Declarant. The Class B member shall be entitled to three (3) votes for each vote held by Class A members, PROVIDED, HOWEVER, that from and after the earlier of (i) the date upon which 75% of the Lots have been sold by Declarant, or (ii) December 31, 2002, the Class B membership shall cease and be converted to Class A membership, and shall be entitled to only one vote for each one hundred dollars (\$100.00), or fraction thereof, of value of that portion of The Properties owned by it as assessed by Travis County Appraisal District for ad valorem tax purposes for the preceding year.

Voting rights may be assigned, in whole or in part, as such rights relate to a particular tract of land, to a lessee holding a ground lease on such particular tract of land, PROVIDE that the primary term of such ground lease is for a period of not less than forty (40) years.

Class A. Class A member shall be all those Members described in Section 1, with the exception of owners of Development Lots, who shall be entitled to one quarter of one vote per Development Lot (1/4) vote per Development Lot. Class A members shall be entitled to one vote for each Lot owned. When two or more persons or entities hold undivided interests in any part of The Properties, all such persons or entities shall be Class A members, and the vote for such part of The Properties shall be exercised as they, among themselves, determine, but in no event shall the number of owners increase the number of votes to which the Lot is entitled.

Voting rights may be assigned, in whole or in part, as such rights relate to a particular tract of land, to a lessee holding a ground lease on such particular tract of land, PROVIDED that the primary term of such ground lease is for a period of not less than forty (40) years.

Article III, Section 3 – Annual Assessment

Each owner of any part of The Properties shall pay to the Association an annual assessment of \$0.25 for each one hundred dollars (\$100.00), or fraction thereof, of value of that portion of The Properties so owned, as assessed by the Travis County Appraisal District for ad valorem tax-purposes for the preceding year. The rate of annual assessment may be increased y vote of the membership of the

Association, as provided in Section 5 hereof. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount, and the Association may not accumulate a surplus at the end of any year which is more than two times the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as above defined) exist at the end of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus. Notwithstanding the foregoing, as to any residential structure financed by a mortgage insured by the VA or FHA the maximum annual assessment per Lot for 1988 shall be \$275.00, and in succeeding years shall not be more than 105% of the assessment for the preceding year.

Each owner of any part of The Properties shall pay to the Association an annual assessment. The Assessment shall be levied on a uniform basis against each Lot (except for Development Lots, as provided below) within The Property, and shall be for the purpose of promoting recreation, health, safety, and welfare of the residents of The Property and for the improvement and maintenance of the Common Properties. Development Lots, that is, lots that do not have a completed residence and are owned by the Lot Developer will pay a reduced assessment of 25% of the Annual assessment amount for Developer Lot. The Board of Directors of the Association shall, after consideration of the current maintenance costs and future needs of the Association, levy the assessment. The Assessment shall not be more than 105% of the assessment for the preceding year. For each year the Association may not accumulate a surplus at the end of any year which is more than two times the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as defined above) exist at the end of the fiscal year, reduce the next total annual assessment by an amount at least equal to said excess surplus and in succeeding years shall not be more than 105% of the assessment for the assessment for the preceding year. The board shall reduce the annual assessment by the amount that the funds collected exceed the amount expended or obligated for maintenance and minor capital improvements. Large capital improvements projects shall be presented to the members for approval and special assessment.

Article 5, Section 3, k – Trash

Trash or garbage containers shall only be permitted to be placed outside a maximum of two times each week for 12 hours. The Association shall have the right to contract for garbage collection and bill each Owner monthly for such service. No Lot shall be used or maintained as a dumping ground for trash

Trash, recycling, compost, yard trimmings and garbage containers shall only be permitted to be placed at the curb the beginning of the calendar day preceding pickup day and must be brought in by the end of the calendar day after pick-up day. Refuse, garbage, recycling, compost and trash shall be kept at all time in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. To the extent allowed by applicable law, the Association shall have the right to contract for garbage collection and bill each Owner monthly for such service. No Lot shall be used or maintained as a dumping ground for trash. Biannual Large item disposal items may be placed at the curb within the time frames specified by the City of Austin.

Article 5, Section 1 – Single Family Residential Construction

No building shall be erected, altered, or permitted to remain on any Lot other than one detached single-family dwelling used for residential purposes only and not to exceed two and one-half (2 ½) stories. Except as hereinafter provided with respect to model homes, each residence shall have a fully enclosed garage for not less than two (2) cars, which garage shall be available for parking automobiles at all times without any modifications being made to the interior of said garage. The garage portion of any model home may be used by the builders for sales purposes, storage purposes and other related purposes. Upon (or prior to) the sale of said model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage. As used herein, the term “residential purposes” shall be constructed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, garage apartments, apartment houses, rooming houses, hostels, or communes; and no Lot shall be used for educational, religious, institutional, or professional purposes of any kind whatsoever. No building of any kind or character shall ever be moved onto any Lot within said Subdivision.

No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family dwelling used for residential purposes only and not to exceed two and one-half (2 ½) stories. As used herein, the term “residential purposes” means use primarily as a place of abode. Except as hereinafter provided with respect to model homes, each residence shall have a fully enclosed garage for not less than two (2) cars, which garage shall be available for parking automobiles at all times without any modification being made to the interior of said garage. The garage portion of any model home may be used by the builders for sales purposes, storage purposes and other related purposes. Upon (or prior to) the sale of said model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage. No mobile homes or trailers shall be placed on a Lot. No building of any kind or character shall be moved onto any Lot without the advanced written permission of the Architectural Control Committee.

Article 5, Section 3, b – Use Limitations

No manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever will be conducted or carried on in The Properties or any part thereof, or in any building or other structure erected thereon, save and except sales and construction management offices with the prior written approval of the Architectural Control Committee and compliance with applicable zoning ordinances.

Professional, business, or commercial activities to which the general public is invited shall not be conducted on any Lot. An Owner or resident may conduct business activities on a Lot provided: (1) the use is incidental to the primary use of the Lot as a residence: (2) the use conforms to applicable governmental ordinances: (3) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from neighboring Lots: (4) the business does not generate a level of vehicular or pedestrian traffic, or a number of vehicles parked in The Properties, which is noticeably greater than is typical or residences in which no business activity is being conducted, such determination to be made by the Board in its sole discretion: (5) the business activity is consistent with the residential character of The Properties: and (6) the use does not constitute a nuisance, or unreasonably interfere with the use and enjoyment of neighboring lots by other residents.

Article 5m Section 3, m – Recreational Equipment

No recreational equipment, including but not limited to swing sets, skate board or bicycle ramps, or basketball nets, shall be permitted in the front yard of any residential structure.

No permanent recreational equipment, including but not limited to swing sets, skate board or bicycle ramps shall be permitted in the front yard of any residential structure. Portable recreational equipment is allowed in the front yard but must be removed from the front yard at the end of each day of use (i.e., stored in garage, or otherwise stored in compliance with this Declaration), kept out of the street Right-of-Way and kept in good condition. No basketball goals shall be attached to the front of the residence. Permanent basketball goals require Architectural Control Committee approval and must meet the guidelines set by the Committee

Article VIII – Miscellaneous Provisions

Section 2. Amendment

- a. *By Members This Declaration may be amended or terminated by sixty seven percent (67%) of the total eligible votes of the membership*
- b. *B. By Directors. This Declaration may be amended by the Board of Directors, without consent of the membership, as necessary to conform the Declaration to the requirements or provisions of any United States or Texas statute or regulation, City of Austin or Travis County Ordinance, or judicial ruling of a Texas Court or federal court with jurisdiction over legal actions in Texas.*
- c. *C. Effective Date. An amendment or termination of the Declaration becomes effective when the instrument is filed in the Office of Public Records of Travis County, Texas*

Bringing in additional Property – Specifically The Rowell HOA section

LEASE

Basic Terms

Date: Jan 1, 2020

Landlord: Circle C Homeowners Association, Inc.

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

Tenant: Events by Emily, Inc

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

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

Term (months): 12

Commencement Date: Jan 1, 2020

Termination Date: December 31, 2020

Base Rent (monthly): \$525.30

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

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

Definitions

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

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

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

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

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

Clauses and Covenants

A. Tenant agrees to—

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

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

B. Tenant agrees not to—

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

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

C. Landlord agrees to—

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

D. Landlord agrees not to—

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

E. Landlord and Tenant agree to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CIRCLE C HOMEOWNERS ASSOCIATION, INC.

By: _____

Printed name: Kim Ackermann

Title: CCHOA President

Date: _____

Emily Horvath d/b/a Events by Emily

Emily Horvath d/b/a Events by Emily

Date: _____

LEASE

Basic Terms

Date: November 26, 2019

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, 2020

Termination Date: December 31, 2020

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.

D. Landlord agrees not to—

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

E. Landlord and Tenant agree to the following:

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

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

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

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

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

6. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to

reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

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

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

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

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

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

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

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

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

CIRCLE C HOMEOWNERS ASSOCIATION, INC.

By: _____

Printed name: Kim Ackermann

Title: CCHOA President

Date: _____

CIRCLE C LANDSCAPING, LLC

By: _____

Printed Name: Clayton Hoover

Title: CIRCLE C LANDSCAPING, LLC President

Date: _____

LEASE

Basic Terms

Date: November 26, 2019

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, use of bathroom and copier.

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

Commencement Date: January 1, 2020

Termination Date: December 31, 2020

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.

C. Landlord agrees to—

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

D. Landlord agrees not to—

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

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

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

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

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

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

6. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to

reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

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

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

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

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

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

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

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

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

CIRCLE C HOMEOWNERS ASSOCIATION, INC.

By: _____

Printed name: Russ Hodes

Title: CCHOA President

Date: _____

CIRCLE C LANDSCAPING, LLC

By: _____

Printed Name: Clayton Hoover

Title: Circle C Landscape, LLC President

Date: _____

ARCHITECTURAL REVIEW SERVICES
12809 Cricoli Dr
AUSTIN, TEXAS 78739
512-947-7580

November 26, 2019

Circle C Homeowners Association
Board of Directors
7817 Lacrosse Ave
Austin, Texas 78739

Dear Board:

This letter will serve as a contract for services to be provided to the Architectural Control Committee of the Circle C Homeowners Association from January 1, 2020 to December 31, 2020 by Architectural Review Services. The contract may be renewed annually per terms of the letter.

Architectural Review Services will:

- 1) Coordinate the initial review by the Architectural Control Committee of all builder plans to be constructed within a subdivision; interface with builders to comply with all comments from the Committee, issue a final approval letter for all approved plans and materials to be built within a subdivision. Notify and coordinate with each builder regarding applicable rules and regulations.
- 2) Keep a master plat of each subdivision, keep a record of the house plan, exterior materials and appropriate details for each lot; obtain plot plan, tree survey, exterior materials and ensure compliance with subdivision guidelines; issue a final approval of each plant built for each lot; retain these records for one year after build out of subdivision.
- 3) Notify the Architectural Control Committee of any requests for variances, obtain votes, and maintain records for variances.
- 4) Perform final inspection of each built home to insure compliance with original review requirements.
- 5) Assist homeowners in submitting appropriate architectural review materials for proposed improvement projects, answer questions regarding the ACC process and provide guidelines for individual projects
- 6) Assist the Architectural Control Committee in publishing guidelines for improvement projects.

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7) Assist the Architectural Control Committee with routine homeowner reviews, grant approvals for all projects in compliance with the guidelines; submit all variances request to the Committee, maintain voting records of variances, grant final approvals with variance conditions per the Committee's direction.

8) Maintain master files for the CCHOA to include final approvals for all renovation and remodeling projects, variances, and guidelines.

9) Conduct all final reviews and inspections as necessary to insure that all improvements have been executed according to the approvals of the Committee. Coordinate with the Circle C Homeowners Association representatives on resolving any violations of the Covenants, Conditions, and Restrictions of the Circle C Ranch Subdivision and amendments in the case of non-compliance with Architectural Control Committee approvals.

The Circle C Homeowners Association will:

- 1) Notify Architectural Review Services of any policy changes that affect the ACC process
- 2) Remit agreed upon fees as noted in the fee schedule
- 3) Provide payment by the 20th of the month for all fees received in the financial office between the 1st and 31st of the preceding month. The CCHOA financial manager will provide a list of all fees by the 18th of the month. If the 20th of the month falls on a Saturday, Sunday or legal holiday, the payment will be made on the preceding work day.

Exhibit One (attached) is the Fee Schedule.

Either party may terminate this agreement by sixty days (60 days) written notification to the other party. The agreement may be extended on an annual basis, renewable with 30 days written agreement executed by both parties.

Hereby agreed to and Accepted:

Kim Ackermann, President

Date: _____

Susan R. Hoover
Architectural Review Services

Date: _____

Exhibit One

Exhibit to the Architectural Review Services Contract

January 1-December 31, 2014

Circle C Homeowners Association											
Single Family Lot/Builder Review Fees for Architectural Control Committee Review											
Home S. F.		Builder Fee			Payment to Architectural Review Services						
1700-3000.s.f.		\$375.00			\$106.50						
3000 and up		\$495.00			\$225.00						
Residential Remodeling Projects					85 % of all fees collected are paid to Architectural Review Services						
Revised Landscape Plans								\$30.00			
Small Improvements								\$30.00			
	(decks,patios, gazebos, fireplaces, sunrooms, pergolas, patio covers, sheds)										
Pools								\$75.00			
Home Additions								\$100.00			
Architectural Review Services will retain 85% of the above fee											
No fee items:											
	playscapes										
	fence relocations or changes										