

CCHOA Board Meeting Agenda
2 December 2020, 6:30pm
Circle C Community Center via zoom

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of October 28, 2020 board meeting minutes *Steve Urban*
- IV. Homeowner Forum (*3 min each*)
 - a. Travis James
 - b. Rebecca Levey
- V. Management Reports
 - a. General Report, *Karen Hibpshman*
 - 1. Oct YTD Financials
 - b. Landscape Report, *Clayton Hoover*
 - c. Aquatics Report, *Brody McKinley*
 - d. Maintenance Report, *Robert Bardeleben*
- VI. Discussion Items
 - a. CC&R vote Update
 - b. Annual Meeting/Candidates
 - c. Additional Signage Proposal
- VII. Action Items
 - a. Annual Meeting
 - b. 2021 Assessment cap
 - c. Approval of the 2021 Draft Budget
 - d. Café Lease
 - e. Office Lease – 5919 La Crosse Ave
 - f. Architectural Review Services Contract

VIII. Adjourn Public Meeting

- IX. Executive Session
 - a. HR

Attachments

- 1. October 2020 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report
- 6. 2021 Draft Budget

**Circle C Homeowners Association
Board Meeting Minutes
October 28, 2020**

1. The CCHOA Board of Directors convened on October 28, 2020, via video conferencing (Zoom). Russ Hodes called the meeting to order at 6:34 p.m. In attendance were board members Russ Hodes, Kim Ackermann, Michael Chu, Steve Urban AE Martin. Natalie joined the meeting at 6:40pm. Jason Bram was not present. CCHOA Manager Karen Hibshman (HOA Manager), Marnie McLeod (Assistant Manager), Brody McKinley (Aquatics Director), Clayton Hoover (Circle C Landscape), and Amanda Hartman (Aquatics Coordinator) were present. Robert Bardeleben (Facilities Coordinator) was not present.
2. Russ asked if there were any changes to the agenda. Kim motioned to approve the agenda as written. Russ seconded the motion. All were in favor and the motion passed.
3. Russ presented the September 30, 2020 Board of Directors Meeting Minutes. Michael motioned to accept the minutes with spelling error corrected. Kim seconded the motion. All were in favor and the motion passed.
4. Russ introduced the Homeowner Forum. Matt Morgan was not present.

Travis Jones wanted to thank Amanda, Brody and Karen on their work on the Bowie Swim team situation. He hopes to have the swimmers in the pool by Dec 1st and swim through February. They would like to be in the pool Monday – Thursday but not on Fridays. They were also able to work out the lifeguard issue. The team manager (student) that is Red Cross certified lifeguard and will be able to work in the morning, Monday – Thursday. They also have two backup lifeguards to ensure the shift is covered.
5. Karen provided the management report and the YTD Financials. Karen updated the board on the status of the violations for this past month. We are still receiving complaints concerning trash cans, yards, inoperable vehicles and fences. AE asked how often management drives to check for violations and how long it takes to drive the whole community. Karen explained that we drive on Tuesday's and Thursday's and it takes approximately 2 to 2 ½ months to drive the entire community. AE asked who is driving and how many people. Karen explained that right now, we have one person driving the community and that she will check on email complaints that come in or on rechecks. Karen updated the board on the Community Wide Garage Sale and drive-thru shredding at the Community Center. We aren't able to have electronic recycling or the Salvation Army this year due to COVID-19.

The Community Center is still closed but the Community Center will be a voting location on November 3rd. The voting equipment was delivered last week and Karen met with the judge to ensure that they are ready November 3rd. Maintenance will be helping with collection of the election signage on Nov 4th.

Karen updated the board on the Commercial HOA payment. At the last board meeting, Karen has stated that the payment had been received but later found out that the payment had been made to a different entity and they were working on having that payment redistributed. We also received the reimbursement from the City for \$17,600.

Update on the Grey Rock entrance. The daycare facility is open and the Active Living Center is expected to open in March. We did include an article in the November newsletter about the Active Living Center. During the construction of these facilities, there was a lot of damage to the entrance, irrigation infrastructure and turf. The developer's original proposed contribution was too low for the amount of damage that was done. Karen was able to negotiate a \$40,000 reimbursement for a re-installment from the entrance to Allamanda. Prior to the driveways to these building were installed, we were able to get new sleeves installed under the driveways to allow for us to run new wiring and mainline under the driveways.

Karen gave a financial update. We are currently at 94% of assessment collected through September and are at 54% for expenses which is to be expected with the pool closures, water usage ect. We should have around \$954,000 carry over minus \$600,000 for operating expenses for January/February of 2021. We should be looking at \$354,000 to contribute to the reserve fund. Michael stated that with the larger reserve fund transfer, that will allow us to move forward on the Escarpment Loop project which is to spread over the next several years. It also allows us to work on other projects needed in the community.

6. Clayton presented the landscaping report. With the recent cool weather, we shouldn't have to do as much mowing. Circle C Landscaping is working on the GreyRock entrance on the new install. Karen was able to work with Bob Ruggio on the re-imbursement. They City had them put the new sidewalk on Archeleta on top of the existing mainline. Putting in the sleeves helps and they will begin trenching in the new main line and complete the project. They are working on some replanting in the Avana section. In the next two weeks, they will start on installing the Christmas lights.
7. Brody presented the aquatics report. The report covers September operations. We have had a little over 1500 reservations lap swimming. We have 43 lifeguards and 6 front desk staff. We did have 2 guards give notice when school started.
8. Karen presented the maintenance report. Maintenance power washed the Escarpment bridge, Avana sign and all the mailbox centers. Michael asked why the mailboxes couldn't be done earlier. Karen explained that normally the mailboxes would be done in the spring/summer and this was when we were still working through all the COVID-19 protocols and we were trying not to have staff in groups. Now with the protocols in place, we were able get these tasks completed.
9. The first discussion item was the CC&R vote update. Karen updated the board that only 40.95% of homeowners have currently voted. Tom Gabriel called Karen prior to the board meeting with a couple of suggestions. Suggested going door-to-door and talking to residents to get them to vote. Possibly have the lifeguards go door-to-door to also help.

Utilize social media and other platforms to help get the information out to the residents. Michael pointed out that with the current voting stats that we will need approximately 83% of the remaining residents to vote yes for the amendments to pass. Karen has had a few calls from residents who wanted clarification on the wording and then they understood. AE asked is the rate of voting is dwindling? Since the last meeting, the number of residents that have voted increased by 9%. Natalie suggested calling homeowners that have not voted yet, maybe utilize the pool staff. AE said having handouts at the pool will help and asked if we are able to text instead. Karen said that we don't have the ability to text residents. Kim suggested using the shred event as a way to educate the owners and answer any questions. Karen will work on a pamphlet that we can hand out at the shred event, have at the pool and she will check with the CDC and schools to see if we can put pamphlet there also. Russ asked Karen to provide an outline of what work has already been done to promote the CC&R vote. AE asked if the newsletter email blast could have a big banner at the top of the email that catches resident's eye. Karen said that we could put something together that is similar to what we will be doing for Board member recruitment.

10. The seconded discussion item was the 2021 draft budget. Karen presented two budgets, one with keeping the assessments at \$706 per year and the second showing assessments at \$740 (4.8% increase) per year. Currently all the new owners in Avana and GreyRock sections of the community only pay a portion of the assessments based on the way the CC&R's are currently written. Michael asked that if the amendments pass, wouldn't all owners pay the same amount. Karen stated yes but the developers would pay .25% of our assessments. Karen also stated that the budget was done assuming that we would be operating under normal conditions. We did increase the Rowell line item to \$60K. Under the agreement that is currently in place, Rowell pays us 95% of our assessments and they are able to use our facilities. AE wanted to clarify that if we continue under restriction, the expenses will go down in relation to the income. Karen confirmed that this would be the case. Michael explained that the budget it being done this way so we will be properly budgeted should things open up and we have more expenses.

Karen said with no increase in the 2021 Budget, we would transfer approximately \$157,370 to the reserves. With a 4.8% increase in assessments we would transfer approximately \$307,370 to reserves. The reserve transfers are important because as we do improvement, we have to replenish the reserve account. We will have to replace/repair items such as the pools, parking lots and other irrigation infrastructure.

Under the Expected Reserve Expenditures and Capital Improvements for 2021, we budgeted for the repair to the wading pool, repair of the glass block walls at the swim center/maintenance office and a shade structure at the Avana playground. We also included the Escarpment Loop funding and funds for improvements to Circle C North. The improvement will need to include a new water meter dedicated to Circle C North. Currently the water source for Circle C North is from a meter located in Vintage Place. With the COA Corridor Project along Slaughter Lane, the mainline needs to be moved out of the area between Vintage Place and Circle C North. For this project, we do not have plans for this area yet. We kept 35K under construction repairs for damages caused

by the City of Austin has to do repairs to their infrastructure or an improvement. AE asked if we had set up a priority for these projects. Michael said we have a multi-year spread sheet with items. He is also not using the term capital improvements but using Expected Reserve Expenditures and Capital Improvements. Karen said that 2020 was the first year that the budget didn't show Capital Improvements coming out of the operating expenses but shows us funding the reserve account. Russ asked for any other questions because this will be on the Nov agenda for approval.

11. The third discussion item was the Annual Meeting/Candidates. Karen stated we might have to hold the Annual Meeting virtually since it would be difficult to keep everyone 6 feet apart. We have two board positions that are open. Russ would like some type of information blast that takes advantage of multi-media links to information and is hard to ignore. Michael asked if we would be limited on resident's attendance if the Annual Meeting was virtual. Karen said she has the ability to increase the number of attendees, so that won't be a problem.
12. The fourth discussion item was the additional signage proposal. Karen had Hitchcock Designs for a proposal to redesign for all the other entrances which include Escarpment/SH45. With the proposal, we would include new signage for each section when we are going to do a complete landscape improvement. For Circle C North, we could update the entrance marker when the improvement is done.
13. The first action item was November Board Meeting Date. Karen asked if the November Board Meeting could be move to December 2nd due to the Thanksgiving Holiday. Steve motioned to move the Board Meeting to December 2nd. AE seconded the motion. All were in favor and the motion passed.
14. The second action item was the Annual Meeting date. Kim motioned to set the Annual Meeting for March 10, 2021. Natalie seconded the motion. All were in favor and the motion passed.
15. Steve motioned to adjourn the Public Meeting at 7:49 pm. Russ seconded the motion. All were in favor and the motion passed.
16. The Board went into executive sessions at 7:55 pm to discuss lane rentals, the hearing and CCHOA's tax returns. No votes or actions were taken. The Board adjourned the executive session at 8:20pm.
17. The Board reconvened the Public Meeting 8:20pm. Karen will contact the owner concerning the violation and that once the CC&R vote is taken, the board will revisit.
18. Michael motioned to adjourn the Public Meeting at 8:21pm. AE seconded the motion. All were in favor and the motion passed.

**Circle C Homeowners Association
Manager's Report
October 26, 2020 – November 24, 2020**

Violation Report (October 26, 2020 – November 24, 2020)

166 Violations

- 105 (63.25%) Rubbish and Debris
- 23 (13.86%) Front Yard Maintenance
- 8 (4.82%) Repair of Exterior Damages
- 2 (1.2%) Exterior Lighting
- 10 (6.02%) Vehicle Storage
- 3 (1.81%) Architectural
- 11 (6.63%) Recreations Equipment
- 1 (.60%) Use Limitations
- 1 (.60%) Driveway
- 1 (.60%) Maintenance

166 Violations by Stage

- 115 (69.27%) stage 1/cooperative letters
- 43 (25.90%) stage 2 letters
- 8 (4.81%) stage 3 letters

16 Violation Updates/Creates

- 68 (40.96%) Closed
- 59 (35.54%) New
- 7 (4.22%) re-Opened
- 32 (19.28%) Escalated
- 2 (1%) Attorney

Administration

34 New Homeowner Packets mailed Oct 19th – Oct 20th

Financial

AP checks were signed November 20th with Terri Giles

Upcoming Special Events

Dec 5th – Santa Parade through Circle C

Project/Updates

- We are not accepting reservations for the Community Center. We will continue to monitor the situation to start reservations again safely
- The HOA office is still closed to all walk-in traffic. We slowly working to move employees back to working at the office and observe social distancing guidelines and CDC recommended cleaning. The Community Center will not be open to walk-in traffic when employee's return to the office. Owners are able to schedule an appointment to meet with staff. Mail and the drop box are being checked daily to ensure everything is being distributed timely.
- The invoice for the Commercial Agreement for the 1st half of the payment for \$48,500 was received. The 2nd semi-annual billing will be sent out Oct 1st.
- Repairs on the GreyRock entrance is still being worked on and will include new sod, rock and planting beds. Negotiated with the developer on re-imbursement for damages caused by construction an were able to get them to agree in writing for \$40,000. Damages to the corners due to home construction damage will be repaired and billed back to the Lennar for re-imbursement.
- The damage caused by Bear Creek Elementary school construction has been challenging. AISD has two bids for the repairs along Escarpment, both corners of Trissino and Lot 44. The school project manager has had his own irrigators mess with the irrigation and restore the mainline in front of the school. After several emails, we were able to get them to stop but not before they did additional damage. An additional bid was sent to AISD for repairs which could change once a full exploratory of the system is completed.
- Work at the intersection of La Crosse and Escarpment continues. The City recently put new pavement down at the intersection smoothing out the roughness. New sidewalk corners and ramps are being installed at all 4 corners and will include crosswalks being cut into the medians.
- New sidewalk ramps and a crosswalk with be installed at La Crosse and Rhett Butler. We do not have a timeframe on when they start this project.
- Work at the monument is complete. The contractor is working on the fix for the letter to ensure they are level.
- Staff meetings are still being held via zoom as needed to keep staff updated on any new information. Attending webinars that are hosted by CAI, CAI Houston and RMWBH for the most up to date legal interpretation of the current stay at home orders and Governor's orders as they pertain to HOA's and guidance/protocols for a re-opening plan.

- **Capital Projects**

2020 Capital Budget Projects include:

Swim Center - Furniture	Completed
Landscaping – Irrigation Infrastructure	Continuing Project

Landscaping – Rock Work	Continuing Project
Pool Covers	Completed
SC wade Pool Repairs (slide)	Completed
CC Splash Pad	Shimmer Sheet is refinished/Rope and netting to be replaced when restrictions ease, possibly 2021
Picnic Table/Benches – Wildflower Park	Received – to be replacement when restrictions ease
Trash Receptacles	Recycle cans have been ordered/Neighborhood trash cans will be completed with restrictions ease
Park Place Renovation	Completed
Avana – Beach Entry Repair	Completed
HVAC Coil Repair	Completed
SC Replacement Benches	Permanent bench on composite deck completed. Remaining benches will be ordered when needed.
CC Seal Coat/Repair	Completed
Escarpment Project	Not Started
Valve to valve Upgrade	Not Started
Construction Repairs	Repairs due to construction have been done at Bernia, Trissino, Slaughter, La Crosse, Escarpment and Archeleta.

Current or Future Projects

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

2020 CCHOA INCOME BUDGET

Category	Subcategory	2020 Budget	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20
Homeowner Income	Homeowner Income	\$3,802,214	\$44,204.58	\$1,014,578.94	\$581,078.30	\$69,289.32	\$98,903.59	\$122,516.09	\$1,125,750.51	\$429,809.09	\$95,957.07
	Homeowner Dues	\$73,125	\$5,175.00	\$5,175.00	\$5,625.00	\$5,850.00	\$7,204.50	\$9,900.00	\$8,550.00	\$4,725.00	\$6,750.00
	Transfer Fees Income	\$75,000	\$4,200.00	\$4,475.00	\$6,828.00	\$5,075.00	\$3,500.00	\$7,175.00	\$8,575.00	\$6,475.00	\$5,950.00
	Late Fees Collected	\$18,000	\$2,040.63	\$1,912.59	\$1,762.82	\$1,155.17	\$3,313.61	\$4,602.54	\$2,782.50	\$1,203.62	\$1,821.70
	Homeowner Income	\$400	\$189.06	\$33.42	\$56.00	\$42.00	\$14.00	\$14.00	\$28.00	\$0.00	\$28.00
	Lien Admin Fees Income	\$224	\$714.00	\$204.28	\$224.00	\$190.05	\$56.00	\$175.28	\$57.30	\$0.00	\$112.00
	Filing Fee Income	\$100	\$0.00	\$0.00	\$25.00	\$0.00	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00
	NSF Charges	\$100	\$0.00	\$0.00	\$25.00	\$0.00	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00
	Collection Fee Income	\$50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Homeowner Income Total	\$3,969,113	\$56,523.27	\$1,026,379.23	\$595,599.12	\$81,601.54	\$113,041.70	\$144,432.91	\$1,145,743.31	\$442,212.71	\$110,618.77
Architectural Review Income		\$10,000	\$4,255.00	\$4,590.00	\$5,505.00	\$300.00	\$690.00	\$2,875.00	\$1,410.00	\$10,630.00	\$1,295.00
Architectural Review I0come Total		\$10,000	\$4,255.00	\$4,590.00	\$5,505.00	\$300.00	\$690.00	\$2,875.00	\$1,410.00	\$10,630.00	\$1,295.00
Rental Income		\$14,400	\$2,193.28	\$1,438.65	\$0.00	\$2,193.28	\$1,438.65	\$0.00	\$0.00	\$1,438.65	\$0.00
Rental Income		\$6,300	\$512.50	\$0.00	\$0.00	\$0.00	\$0.00	\$525.30	\$0.00	\$0.00	\$0.00
Rental Income Total		\$20,700	\$2,705.78	\$1,438.65	\$0.00	\$2,193.28	\$1,438.65	\$525.30	\$0.00	\$1,438.65	\$0.00
Aquatics Income		\$85,000	\$3,383.00	\$3,451.00	\$1,722.00	\$496.00	\$280.50	-\$515.00	-\$95.00	-\$2,461.00	-\$70.00
Aquatics Income		\$119,500	\$9,840.00	\$10,972.50	\$11,305.00	\$0.00	\$140.00	\$125.00	\$0.00	\$930.00	\$620.00
Facility Income		\$37,500	\$3,605.32	\$1,346.92	\$134.56	\$4,411.39	\$0.00	\$2,429.00	\$0.00	\$0.00	\$14.00
Aquatics Income Total		\$242,000	\$16,828.32	\$15,770.42	\$13,161.56	\$4,907.39	\$420.50	\$2,039.00	-\$95.00	-\$1,531.00	\$564.00
CCCC Income		\$50,000	\$5,510.75	\$4,275.00	\$2,397.50	\$478.00	-\$355.00	-\$970.00	\$0.00	\$0.00	\$90.00
CCCC Income Total		\$50,000	\$5,510.75	\$4,275.00	\$2,397.50	\$478.00	-\$355.00	-\$970.00	\$0.00	\$0.00	\$90.00
Landscape Reimbursements		\$97,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Landscape Reimbursements		\$17,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,600.00
Landscape Reimbursements Total		\$114,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,600.00
Miscellaneous		\$15,000	\$1,049.41	\$971.70	\$4,719.30	\$159.97	\$378.06	\$377.73	\$450.65	\$606.16	\$615.76
Miscellaneous		\$0	\$1.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous Total		\$15,000	\$1,050.54	\$971.70	\$4,719.30	\$159.97	\$378.06	\$377.73	\$450.65	\$606.16	\$615.76
Rowell Reimbursement		\$53,000	\$26,184.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,145.94	\$0.00	\$0.00
The Rowell Total		\$53,000	\$26,184.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,145.94	\$0.00	\$0.00
Grand Total		\$4,474,413.00	\$113,058.06	\$1,053,425.00	\$621,382.48	\$89,640.18	\$115,613.91	\$149,279.94	\$1,177,654.90	\$453,356.52	\$130,783.53
2020 CCHOA EXPENSE BUDGET											
Category	Subcategory	2020 Budget	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20
Commons Area Services	Landscape Maint Contract	\$1,234,458	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33	\$102,867.33
	Commons Area Services	\$21,834	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88
	Commons Area Services	\$31,834	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88	\$2,652.88
	Commons Area Services	\$22,575	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23
	Common Area Services	\$22,575	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23	\$1,881.23
	Common Area Services	\$44,729	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Commons Area Services	\$5,000	\$0.00	\$0.00	\$0.00	\$2,002.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Commons Area Services	\$80,000	\$0.00	\$0.00	\$1,000.00	\$15,496.56	\$16,102.34	\$13,584.00	\$11,963.60	\$10,479.98	\$14,467.51
	Commons Area Services	\$255,000	\$5,771.47	\$5,158.59	\$5,526.38	\$5,558.91	\$5,433.47	\$12,065.87	\$26,715.48	\$47,838.14	\$49,344.72
	Commons Area Services	\$8,000	\$0.00	\$1,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Common Area Services	Landscape Electric Utilities	\$36,000	\$2,861.21	\$2,658.23	\$2,717.67	\$2,878.80	\$2,527.66	\$3,733.29	\$2,879.22	\$2,581.75	\$2,554.22
	Tree Care	\$50,000	\$2,250.00	\$9,000.00	\$13,250.00	\$3,395.00	\$2,030.00	\$3,123.75	\$2,975.00	\$1,150.00	\$425.00
	Fence Repairs & Maint	\$6,000	\$0.00	\$0.00	\$0.00	\$314.36	\$1,548.96	\$179.54	\$14.40	\$2,800.00	\$0.00
	Electrical Repairs & Maint	\$15,000	\$0.00	\$0.00	\$0.00	\$911.69	\$670.30	\$699.06	\$0.00	\$0.00	\$0.00
	Commons Area Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Common Area Services	Neighborhood Maint & Repair	\$17,000	\$1,468.74	\$2,424.55	\$0.00	\$0.00	\$886.47	\$710.12	\$0.00	\$811.88
Common Area Services	Non Contract Landscape - SC	\$15,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,542.56
Commons Area Services Total		\$1,875,005	\$131,346.11	\$136,854.15	\$142,493.50	\$138,878.86	\$147,576.95	\$157,193.37	\$176,785.42	\$181,081.44
Aquatics Facilities	Administrative	\$59,000	\$1,198.39	\$3,970.10	\$525.76	\$4,809.72	\$3,866.74	\$402.39	\$200.15	\$262.35
Aquatics Facilities	Supplies - Pool	\$16,000	\$32.33	\$331.19	\$128.00	\$4,683.01	\$4,701.96	\$0.00	\$0.00	\$0.00
Aquatics Facilities	Supplies - Chemicals	\$71,000	\$2,929.20	\$2,304.77	\$6,042.79	\$4,123.69	\$4,369.80	\$7,697.02	\$5,775.72	\$5,623.48
Aquatics Facilities	Supplies & Fees - Swim Team	\$23,500	\$1,820.57	\$919.33	\$25.00	\$-490.00	\$0.00	\$0.00	\$0.00	\$257.72
Aquatics Facilities	Maintenance - Pool	\$85,300	\$3,108.12	\$6,017.68	\$3,677.65	\$3,539.64	\$1,251.34	\$11,121.38	\$2,739.81	\$0.00
Aquatics Facilities	Maintenance - Building	\$54,700	\$2,448.21	\$2,647.04	\$1,448.02	\$4,031.43	\$2,715.87	\$8,853.54	\$1,204.18	\$1,416.79
Aquatics Facilities	Payroll - Staff	\$726,000	\$22,490.05	\$24,956.42	\$17,712.91	\$12,707.98	\$33,928.72	\$17,408.74	\$11,923.90	\$18,278.19
Aquatics Facilities	Payroll - Programming Staff	\$45,500	\$361.05	\$660.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.47
Aquatics Facilities	Payroll - Swim Team	\$103,825	\$7,763.13	\$9,781.31	\$6,485.22	\$4,320.82	\$4,340.17	\$4,326.02	\$4,318.48	\$4,325.91
Aquatics Facilities	SC-Uilities - Water	\$30,000	\$1,628.27	\$1,738.60	\$1,340.80	\$1,282.65	\$1,672.21	\$1,942.72	\$1,792.81	\$1,874.90
Aquatics Facilities	Avana _Uilities-Water	\$3,000	\$931.27	\$631.30	\$540.40	\$273.62	\$252.46	\$1,685.80	\$767.71	\$822.25
Aquatics Facilities	GR- Uilities - Water	\$4,000	\$282.65	\$164.51	\$152.86	\$176.17	\$181.10	\$257.40	\$210.52	\$201.14
Aquatics Facilities	SC-Uilities - Electric	\$28,000	\$1,989.86	\$2,384.52	\$2,169.51	\$2,403.95	\$1,115.37	\$-482.61	\$1,805.90	\$2,434.74
Aquatics Facilities	Avana - Uilities- Electric	\$6,000	\$667.02	\$137.08	\$682.17	\$762.30	\$799.39	\$772.52	\$793.52	\$785.96
Aquatics Facilities	GR -Uilities-Electric	\$6,000	\$414.88	\$446.50	\$411.70	\$409.55	\$392.61	\$388.68	\$404.43	\$416.67
Aquatics Facilities	Uilities - Natural Gas	\$34,000	\$3,129.24	\$3,251.19	\$1,323.46	\$331.22	\$333.50	\$336.74	\$335.10	\$239.88
Aquatics Facilities	SC-Uilities - Telephone/Internet	\$11,000	\$169.86	\$1,381.22	\$526.77	\$969.23	\$195.45	\$933.30	\$547.92	\$525.36
Aquatics Facilities	Avana - Telephone/Internet	\$4,000	\$170.96	\$291.08	\$300.12	\$290.17	\$189.50	\$190.71	\$198.57	\$196.69
Aquatics Facilities	GR- Telephone/Internet	\$4,000	\$202.32	\$192.32	\$191.70	\$191.46	\$201.21	\$194.94	\$195.97	\$187.72
Aquatic Facilities Total		\$1,320,825	\$59,631.09	\$61,180.63	\$43,684.84	\$44,816.61	\$60,507.40	\$56,029.29	\$33,214.69	\$37,889.22
Circle C Community Center	Uilities - Water	\$35,000	\$1,584.82	\$324.50	\$328.89	\$333.24	\$487.68	\$401.90	\$1,976.52	\$473.71
Circle C Community Center	Uilities - Electric	\$22,000	\$1,494.66	\$1,498.29	\$1,451.20	\$1,324.45	\$1,302.73	\$1,404.99	\$1,565.94	\$1,655.35
Circle C Community Center	Uilities - Telephone/Internet	\$9,600	\$650.37	\$650.37	\$650.37	\$661.90	\$661.90	\$660.66	\$660.66	\$664.04
Circle C Community Ctr	Events Payroll	\$6,000	\$1,236.11	\$1,000.73	\$1,278.40	\$525.20	\$87.00	\$0.00	\$0.00	\$0.00
Circle C Community Center	Furniture	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circle C Community Center	Maintenance - Building	\$47,000	\$2,949.50	\$2,694.06	\$1,605.35	\$2,451.23	\$1,383.98	\$1,699.51	\$2,396.62	\$1,244.80
Circle C Community Ctr Total		\$121,600	\$7,915.46	\$6,167.95	\$5,314.21	\$5,296.02	\$3,923.29	\$4,167.06	\$6,599.74	\$4,037.90
Maintenance Operations	Office Supplies	\$1,500	\$99.55	\$0.00	\$0.00	\$0.00	\$61.79	\$0.00	\$0.00	\$0.00
Maintenance Operations	Employee Education	\$1,200	\$135.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Operations	Uniforms	\$1,800	\$0.00	\$0.00	\$0.00	\$0.00	\$552.08	\$0.00	\$0.00	\$0.00
Maintenance Operations	Staff Recruitment	\$300	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Operations	Safety Equip/Supplies	\$900	\$334.33	\$0.00	\$62.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Operations	Maintenance Payroll	\$180,000	\$26,692.96	\$13,346.48	\$20,019.72	\$13,346.48	\$13,346.48	\$13,346.48	\$13,346.48	\$13,346.48
Maintenance Operations	Pool Tech	\$72,000	\$5,807.25	\$3,121.96	\$4,462.64	\$2,980.36	\$3,973.20	\$3,339.84	\$3,000.00	\$3,060.00
Maintenance Operations	Payroll Taxes	\$15,000	\$1,262.55	\$1,135.05	\$1,571.16	\$1,038.58	\$1,103.01	\$1,055.89	\$1,030.79	\$1,055.53
Maintenance Operations	Computer/Software	\$1,000	\$128.00	\$227.30	\$0.00	\$27.05	\$0.00	\$0.00	\$0.00	\$97.41
Maintenance Operations	Tools/Supplies	\$5,000	\$550.98	\$0.00	\$302.39	\$567.70	\$378.06	\$107.83	\$0.00	\$0.00
Maintenance Operations	Office Furniture	\$700	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Operations Total		\$279,400	\$36,292.05	\$17,830.79	\$26,418.67	\$17,960.17	\$19,414.62	\$17,850.04	\$17,377.27	\$17,559.42
HOA Operations	Office Supplies	\$9,000	\$180.68	\$0.00	\$48.69	\$600.68	\$2,426.38	\$852.28	\$10.74	\$22.35
HOA Operations	Equip & Maintenance	\$15,000	\$533.87	\$1,798.77	\$1,096.23	\$294.15	\$56.41	\$337.83	\$534.61	\$148.25
HOA Operations	HOA Owned Vehide Expense	\$8,000	\$139.33	\$89.28	\$230.01	\$136.58	\$154.74	\$77.74	\$19.70	\$41.69
HOA Operations	Postage	\$16,000	\$2,148.07	\$180.60	\$39.60	\$889.75	\$3,462.30	\$4,479.65	\$505.05	\$2,809.50
HOA Operations	Web Operations	\$3,000	\$750.47	\$199.98	\$20.47	\$60.00	\$37.74	\$95.47	\$20.47	\$80.47
HOA Operations	Printing	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$171.79	\$220.27	\$0.00	\$1,211.41
HOA Operations	HOA Meetings	\$5,000	\$0.00	\$116.70	\$31.96	\$138.55	\$982.22	\$133.22	\$133.22	\$133.22
HOA Operations	Deed Restrictions	\$5,000	\$0.00	\$60.00	\$708.56	\$0.00	\$0.00	\$708.56	\$0.00	\$0.00
HOA Operations	HOA Special Events	\$30,000	\$970.88	\$-1,357.21	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HOA Operations	Professional Fees	\$2,000	\$0.00	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HOA Operations Total		\$95,000	\$4,723.30	\$2,838.12	\$4,425.52	\$2,119.71	\$7,291.58	\$6,905.02	\$1,223.79	\$4,446.89
Financial Management	Management Services	\$112,000	\$9,383.27	\$9,420.39	\$9,365.87	\$9,314.25	\$9,614.25	\$9,635.13	\$9,774.33	\$9,650.79
Financial Management	Resale Certificate	\$16,250	\$1,100.00	\$1,450.00	\$1,250.00	\$1,500.00	\$1,900.00	\$1,750.00	\$1,850.00	\$1,850.00
Financial Management	Lien Filing Administrative Fees	\$1,000	\$212.00	\$156.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Financial Management	Bank Fees	\$2,542.07	\$7,413.90	\$6,283.63	\$1,086.58	\$2,322.12	-\$1,458.00	\$7,747.30	\$4,073.79
Financial Management	CPA/Audit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Financial Management Total		\$167,250	\$18,440.29	\$16,899.50	\$11,900.83	\$13,836.37	\$9,927.13	\$19,371.63	\$15,574.58
HOA Management	Management Payroll	\$190,000	\$12,759.48	\$19,139.22	\$12,759.48	\$13,308.28	\$13,606.48	\$13,545.48	\$13,512.48
HOA Management	Management Payroll Taxes	\$15,000	\$1,275.37	\$1,602.39	\$1,033.77	\$1,107.04	\$1,076.46	\$1,046.16	\$1,068.66
HOA Management	Mileage Reimbursement	\$6,000	\$109.25	\$201.25	\$0.00	\$0.00	\$186.88	\$0.00	\$0.00
HOA Management	Insurance Stipend	\$44,000	\$3,900.35	\$3,422.74	\$2,678.07	\$9,892.90	\$3,624.94	\$3,624.94	\$3,624.94
HOA Management	Cont Ed & Skills Enhancement	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HOA Management Total		\$257,000	\$16,607.79	\$23,124.02	\$12,266.13	\$24,308.22	\$18,494.76	\$18,216.58	\$18,206.08
Architectural Review Expenses Architectural Review Expenses		\$7,500	\$2,072.25	\$2,073.75	\$586.50	\$2,443.75	\$1,198.50	\$5,259.25	\$1,100.75
Architectural Review Expenses Total		\$7,500	\$2,072.25	\$2,073.75	\$586.50	\$2,443.75	\$1,198.50	\$5,259.25	\$1,100.75
Legal Services	Legal Services	\$20,000	\$1,789.26	\$350.00	\$476.56	\$0.00	\$0.00	\$686.00	\$2,880.00
Legal Services Total		\$20,000	\$1,789.26	\$350.00	\$476.56	\$0.00	\$0.00	\$686.00	\$2,880.00
Taxes	Property	\$5,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Taxes Total		\$5,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance	General, Property, Boiler & Auto	\$65,000	\$6,117.82	\$6,466.91	\$6,117.82	\$6,117.80	\$0.00	\$6,558.64	\$6,558.64
Insurance	Auto	\$5,000	\$349.09	\$349.09	\$349.09	\$349.09	\$0.00	\$412.28	\$404.28
Insurance	D & O Insurance	\$12,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,902.00	\$0.00
Insurance	Worker's Comp	\$16,000	\$0.00	\$0.00	\$0.00	-\$9,013.76	\$0.00	\$0.00	-\$4,653.00
Insurance Total		\$98,000	\$6,466.91	\$6,816.00	\$6,466.91	\$32,964.89	\$0.00	\$17,872.92	\$2,309.92
Community Enhancement	Donations	\$1,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Community Enhancement	Association Memberships	\$2,000	\$100.00	\$2,852.32	\$259.00	\$0.00	\$0.00	\$0.00	\$92.90
Community Enhancement Total		\$3,000	\$0.00	\$2,852.32	\$0.00	\$0.00	\$0.00	\$0.00	\$92.90
Reserve Transfer		\$248,333	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total		\$4,250,080	\$245,121	\$280,322	\$271,332	\$264,758	\$240,592	\$296,607	\$285,179
2020 Capital Budget Projects			YTD						
Lounge Chairs (SC Replacements)		\$11,000	\$10,953.00						
Irrigation Infrastructure		\$26,000	\$28,113.75						
Rock Work		\$38,050	\$0.00						
Pool Covers		\$10,500	\$10,460.00						
SC Wade Pool Repairs		\$5,000	\$3,320.00						
CC Splash Pad		\$8,000	\$5,432.50						
Picnic Table/Benches WF		\$4,900	\$3,444.00						
Trash Receptacles		\$10,000	\$6,347.15						
Park Place Renovation		\$22,000	\$21,560.20						
Avana Beach Entry Repair		\$2,500	\$6,750.00						
HVAC Coil Replacement		\$4,000	\$3,545.58						
SC Replacement Benches		\$9,000	\$6,575.97						
CC Seal Coat/Repair		\$14,000	\$11,690.03						
Escarpment Project		\$270,000	\$0.00						
Valve to Valve Upgrade		\$25,000	\$6,250.00						
Construction Repairs		\$35,000	\$13,126.50						
Swim Center Heater		\$0	\$71,683.05						
Monument		\$0	\$42,232.00						
Total		\$494,950	\$251,483.73						
Total Capital Budget Projects		\$494,950.00	\$251,483.73						

Grand Total Expenses

\$4,745,030.00

Circle C Landscape Board Report
November, 2020

Circle C Landscape Board Report
Nov-20

Weather

General: Mild to hot, no rain until Nov. 27

Rainfall Total: less than one inch

Temperature: 44-89 degrees

Major Events: None

Maintenance Services

General: Mowing rotation, all areas

Weeding: Weed and clean underway

Shrub Trimming: Circle C North, Barstow, Wildflower Park

Treatments: Pre Emergent Weed treatment at Rock Areas

Outlying Areas

Circle C Metro Park: Bush Hog Mowing

Slaughter Lane Natural Areas: Bush Hog Mowing

Rock Areas at Natural Areas: Weed Treatment with Pre-Emergent

Weedat Outlying Areas: South Bay, Sierra Ridge, SH 45-Georgian Oaks,
Swim Center Drainage, Back Bay Drainage
Wildflower Park Drainage

Post Office Areas: Weedat and Clean Underway

Irrigation:

Irrigation off at Slaughter, Escarpment due to monument construction

Irrigation off at Escarpment Loop due to LaCrosse, Escarpment constuction

Irrigation off at selected contollers

Irrigation areas at CCCC, Carentan, Wildflower Park and Eclipse prepped
for City of Austin Inspection.

HandWatering at Escarpment , mychorrezha tree treatment throughout

Handwatering at Escarpment, Slaughter

Circle C Landscape Board Report
November, 2020

Trees: Young Tree Health and shaping prune, median and side areas Avana and Greyrock, Wildflower Park, Circle C Community Center
Arborist pruning, LaCrosse at Escarpment, north west corner

Holiday Lights
Holiday Lights installed at all areas

Improvements and Construction Repairs
Avana Amenity Center: Repair drainage areas, add rock on slope with drainage to prevent washout
Replant at selected areas.

Cricoli and Trissino
Replant, fix irrigation and add rock at corners
Greyrock Install new irrigation system, wiretrack to locate sleeves, dig sleeves
Install rock work in selected areas,prep area for new vegetation in March

Avana at Escarpment
Repair natural areas from Gatnn damage
Avana at Gandia Repair natural area from construction

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

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

Slaughter/Escarpment, Monument damage at median
Irrigation Check and analysis of damage is scheduled.

LaCrosse/Escarpment, Mobility Corridor Improvements
Irrigation Check, repair, and rock improvements are scheduled

Circle C Landscape Board Report
November, 2020

Slaughter at Beckett to MoPac: No water in this area

Second median has no water due to construction

LaCrosse at Mopac: Continued construction and median damage

Wildflower Park Side, debris and continuing construction

LaCrosse West side, debris and continuing construction

Avana:

Continued construction of elementary school

Curb has been installed, area between sidewalk and curb on Escarpment
has been heavily damaged.

Trissino/Cricoli area damaged by light pole installation

Escarpment to the north, Fiber Optic Network installation

Greyrock:

Assisted living and daycare under construction

Commons areas are affected

Repair is underway

Circle C Aquatics

October 2020

Fall Hours Aug 24- Oct 18
Winter Hours Oct 19- Dec 16

Facility Usage	Resident Entries	Guest Entries	Total Entries
Swim Center	1,769	0	1,769
Community Center	0	0	0
Avaña	0	0	0
Greyrock	0	0	0
Totals	1,769	0	1,769

Member Stats	Households	Individuals	Average / Household
Homeowners	5,292	16,823	3.18
Renters	399	1,455	3.65
Totals	5,691	18,278	3.21

Revenue		Program Enrollment	
Programs	\$ 0	Select Swim Team	33
Swim Team	\$ 7,895	Masters	0
Guest Fees	\$ 0	Group Swim Lessons	0
Area Reservations	\$ 0	Private Swim Lessons	0
Facility Rentals	\$ 0	Water Aerobics	0
Lane Rentals	\$ 0	Lifeguard Certification	0
		Water Safety Instructor	0
		Scout Swim Tests	0

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

Special Events	
Lane Rentals	
Food Trailer Night	
Dive-In Movie	

Incidents/Injuries

Incident Types	YTD				Oct-20			
	SC	CC	AV	GR	SC	CC	AV	GR
<i>Water Rescue Incident</i>	0	0	0	0	0			
<i>First Aid Incident</i>	0	0	0	0	0			
<i>Sudden Illness Incident</i>	0	0	0	0	0			
<i>Patron Behavior Incident</i>	3	0	0	0	0			
<i>Total</i>	3	0	0	0	0	0	0	0
	3				0			

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

Incident Data	SC	CC	AV	GR	SC	CC	AV	GR
<i>Suspensions / Expulsions</i>	11	0	0	0	6			
	11				6			
<i>Biohazard Cleanup</i>	0	0	0	0				
	0				0			
<i>EMS / 911 Calls</i>	0	0	0	0				
	0				0			

Circle C HOA
Maintenance Report for Board November 2020
Prepared by Robert Bardeleben -Facilities Director

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Maintenance has been completed
- Minor Equipment and Facility Repairs Made
- Drained pool $\frac{3}{4}$ of the way to do a repair on one of the steps. Step was repaired by Atlantis Pools and we filled back up, started up equipment, and balanced chemicals
- Changed Out Café Ansol Exhaust System Motor and Belt
- Reworked all mechanisms on pool cover reels
- Completed Swim Center Winterization

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
- Installed Blissfield Mailbox Center Roof Support per Engineers Recommendations---roof was tilting due to breakdown in rock/mortar support
- Re-painted Avana Entry Sign Stucco
- Electrical Outlet Repairs for Christmas Lights Completed
- Cleaned All Street Signs in Wildflower Park
- Installed New Street Signs at Magenta/Georgian Oaks
- Removed Graffiti from different locations throughout the neighborhood

AVANA AMENITIES CENTER

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

GREY ROCK AMENITIES CENTER

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



October 22, 2020

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

RE: Circle C Ranch – Minor Entries

Dear Karen,

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

PROJECT UNDERSTANDING

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

The project includes the design for signage replacement:

- Existing sign locations – demo existing and replace with new signage
- Circle C North (Barstow Entry)
 - Vintage Place – Vinemont Entry Monument – replace lettering on both stone walls
 - Spruce Canyon / 1826
 - Spruce Canyon / HWY45
 - Park Place - replace lettering on stone walls
 - Wildflower Park - replace lettering on stone walls
 - Avana
 - Greyrock Ridge

New sign locations (new signage)

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

HDG assumes the following for the basis of this proposal:

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

SCOPE OF SERVICES



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

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

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

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

PROFESSIONAL FEES

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

Preliminary Design Services Schematic Design Phase (All signage locations) **\$8,400**

Final Design Services (Includes Structural Engineering and Construction Observation)

Existing sign locations – demo existing and replace with new signage

• Circle C North (Barstow Entry)	\$5,800
• Vintage Place	\$6,800
• Spruce Canyon / 1826	\$5,800
• Spruce Canyon / HWY45	\$5,800
• Park Place (wall signage only)	\$2,000
• Wildflower Park (wall signage only)	\$1,000
• Avana	\$6,200
• Greyrock Ridge	\$6,200

Proposed New sign locations (new signage)

• LaCrosse Entry going east - Wildflower Park Entry	\$6,200
• Escarpment / HWY45	\$8,000
• LaCrosse Entry going west	\$6,200

Survey all sign locations (4WARD land surveying) \$55,072

Total Professional Services: \$123,472

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



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

PROJECT TEAM

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

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

Sincerely,
Hitchcock Design Group

Trent Rush
Senior Principal



Scope of Services

Circle C Ranch – Minor Entries

PRELIMINARY DESIGN SERVICES

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

A. Program and Analysis Phase

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

Process: Hitchcock Design Group will:

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

2. Review readily available existing maps, plans and data for the project area and the immediate surroundings including:
 - a. Topographic and boundary surveys (base maps) prepared by 4WARD surveying.
(Fee estimates included in fee proposal)

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

B. Schematic Design Phase

Objective: Reach consensus with the Project Team (Client, Architectural Control Committee and other Consultants) on the organization, scale, character, cost and construction timing of new signage improvements.

Process: Hitchcock Design Group will:

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



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

New sign locations (new signage)

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

2. (Mtg #2) Review the schematic design recommendations with the Client. Identify improvement priorities to advance for initial permitting, bidding and construction.
3. Refine the schematic design recommendations, as may be appropriate, and prepare a **Schematic Signage Plan and Image Board**.
4. (Mtg #3) Submit and review our refined recommendations and improvement priorities with the Client and Architectural Review Committee.

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

FINAL DESIGN SERVICES

B. Construction Documentation Phase

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

Process: Hitchcock Design Group will:

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



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

CONSTRUCTION PHASE SERVICES

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

A. Observations

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

Process: During construction, Hitchcock Design Group will:

1. Observe the work at intervals appropriate to the stage of construction and prepare written **Field Observation Reports**. Four (4) construction site visits are included in this proposal.
2. Review Contractor submittals and prepare **Submittal Review Memoranda**.

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

B. Contract Close-out

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

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

1. (Site visit #5) Review substantially completed work and prepare one (1) **Punch List**.
2. (Site visit #6) Review and prepare recommendations regarding the Contractor's request for acceptance of completed work.

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

OPTIONAL ADDITIONAL SERVICES

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

Operational Budget 2021

2021 CCHOA INCOME BUDGET

Category	Subcategory	\$706 2021 Draft Budget - no increase	\$740 2021 Draft Budget - 4.8% increase
Homeowner Income	Homeowner Dues	\$3,850,000	\$4,000,000
Homeowner Income	Resale Certificates	\$78,075	\$78,075
Homeowner Income	Transfer Fees Income	\$61,250	\$61,250
Homeowner Income	Late Fees Collected	\$20,000	\$20,000
Homeowner Income	Lien Admin Fees Income	\$420	\$420
Homeowner Income	Filing Fee Income	\$1,680	\$1,680
Homeowner Income	NSF Charges	\$100	\$100
Homeowner Income	Collection Fee Income	\$0	\$0
Homeowner Income Total		\$4,011,525	\$4,161,525
Architectural Review Income Architectural Review Income		\$10,000	\$10,000
Architectural Review Income Total		\$10,000	\$10,000
Rental Income	Office Rent	\$14,400	\$14,400
Rental Income	Grill Rent	\$6,300	\$6,300
Rental Income Total		\$20,700	\$20,700
Aquatics Income		\$85,000	\$85,000
Pool Programs			
Group Swim Lessons		\$40,000	\$40,000
Private Swim Lessons		\$35,000	\$35,000
Classes/Clinics		\$10,000	\$10,000
Contracted Programs		\$0	\$0
Registration Fee's			
Away Meet Entry Fees		\$10,000	\$10,000
Memberships Due/Reg Fees		\$2,500	\$2,500
Home Meet		\$85,000	\$85,000
Pool Programs - Swim Team		\$10,000	\$10,000
Aquatics Income		\$107,500	\$107,500
Merchandise Sales			
Uniform Sales		\$2,500	\$2,500
Guest Fees		\$3,000	\$3,000
		\$10,000	\$10,000

[illegible]

Commons Area Services	Landscape Repairs	\$80,000	\$80,000	
Commons Area Services	Landscape Water Utilities	\$255,000	\$255,000	
Common Area Services	COA Water Utility Compliance	\$8,000	\$8,000	
Commons Area Services	Landscape Electric Utilities	\$36,000	\$36,000	
Common Area Services	Tree Care	\$50,000	\$50,000	
Commons Area Services	Fence Repairs & Maint	\$7,000	\$7,000	
Commons Area Services	Electrical Repairs & Maint	\$12,000	\$12,000	
Common Area Services	Neighborhood Maint & Repair	\$20,000	\$20,000	
Common Area Services	Non Contract Maintenance	\$15,000	\$15,000	
Commons Area Services Total		\$1,950,505	\$1,950,505	
Aquatics Facilities	Office Supplies		\$32,000	\$32,000
	Employee Education & Skills Enhancement		\$7,500	\$7,500
	Staff Uniforms		\$9,500	\$9,500
	Staff Recruitment & Hiring		\$1,500	\$1,500
	Retail Merchandise		\$3,500	\$3,500
Aquatics Facilities	ARC Program Fees		\$10,000	\$10,000
	Administrative	\$64,000	\$64,000	
	Safety Equip & Supplies		\$15,000	\$15,000
	Program Equip & Supplies		\$4,000	\$4,000
	Pool Supplies		\$6,000	\$6,000
Aquatics Facilities	Supplies - Pool	\$25,000	\$25,000	
	SC		\$39,000	\$39,000
	CC		\$15,000	\$15,000
	Avana		\$11,000	\$11,000
	Greyrock		\$6,000	\$6,000
Aquatics Facilities	Supplies - Chemicals	\$71,000	\$71,000	
	USA Swimming Registration		\$5,500	\$5,500
	Coach Training		\$2,000	\$2,000
	Swim Team Supplies		\$3,000	\$3,000
	Meet Expenses			
Aquatics Facilities	Staff Meet Expenses		\$7,000	\$7,000
	Home Swim Meet		\$5,000	\$5,000
	Supplies & Fees - Swim Team	\$22,500	\$22,500	
	SC - Equipment		\$39,000	\$39,000
	CC - Equipment		\$17,000	\$17,000
Aquatics Facilities	Avana - Equipment		\$10,000	\$10,000

GR - Equipment					
SC - Pool & Deck Coatings			\$4,000		\$4,000
CC - Pool & Deck Coatings			\$5,000		\$5,000
Avana - Pool & Decking Coatings			\$2,500		\$2,500
GR - Pool. & Decking Coatings			\$1,400		\$1,400
SC - Vacuum			\$400		\$400
CC - Vacuum			\$3,000		\$3,000
Avana - Vacuum			\$700		\$700
GR - Vacuum			\$500		\$500
SC - Permits & Inspections			\$300		\$300
CC - Permits & Inspections			\$1,200		\$1,200
Avana- Permits & Inspections			\$3,500		\$3,500
GR- Permits & Inspections			\$400		\$400
		\$89,300			\$400
SC - Janitorial					\$89,300
CC - Janitorial			\$14,000		\$14,000
Avana - Janitorial			\$1,200		\$1,200
GR - Janitorial			\$600		\$600
SC - Fence			\$600		\$600
CC - Fence			\$2,000		\$2,000
Avana - Fence			\$1,800		\$1,800
GR - Fence			\$400		\$400
SC - Equip & Maint			\$400		\$400
CC - Equip & Maint			\$5,000		\$5,000
Avana - Equip & Maint			\$3,500		\$3,500
GR-Equip & Maint			\$900		\$900
SC - Supplies			\$700		\$700
CC - Supplies			\$3,000		\$3,000
Avana - Supplies			\$1,200		\$1,200
GR - Supplies			\$500		\$500
Playground			\$300		\$300
Café Building			\$3,000		\$3,000
Post Office Building			\$2,200		\$2,200
Prim Center Parking Lot & Dumpster			\$18,000		\$18,000
Avana Parking Lot & Dumpster			\$400		\$400
Greyrock - Parking Lot & Dumpster			\$400		\$400
		\$63,100			\$63,100

Maintenance - Pool

Aquatics Facilities

Maintenance - Building

Aquatics Facilities

		Aquatics Director					
		Lifeguards			\$82,000		\$82,000
		Front Desk			\$454,000		\$454,000
		Aquatics Administration			\$66,000		\$66,000
		Payroll Taxes			\$85,000		\$85,000
					\$46,000		\$46,000
					\$733,000		\$733,000
					\$0		\$0
		Contract Labor			\$10,000		\$10,000
		Private Lesson Instructor			\$12,000		\$12,000
		Group Lesson Instructor			\$10,000		\$10,000
		Program Instructor			\$5,000		\$5,000
		Lead Instructors			\$4,000		\$4,000
		Payroll Taxes			\$41,000		\$41,000
					\$73,000		\$73,000
		Head Coach			\$20,000		\$20,000
		Asst. Coaches			\$3,000		\$3,000
		Dry Land Coach			\$6,000		\$6,000
		Payroll Taxes			\$102,000		\$102,000
					\$30,000		\$30,000
					\$4,500		\$4,500
					\$4,000		\$4,000
					\$28,000		\$28,000
					\$12,000		\$12,000
					\$6,000		\$6,000
					\$32,000		\$32,000
					\$12,000		\$12,000
					\$5,000		\$5,000
					\$5,000		\$5,000
					\$1,349,400		\$1,349,400
					\$27,000		\$27,000
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					\$6,000		\$6,000

		Equip & Maint					
Circle C Community Center	Maintenance - Building	Equip & Maint	Contract Services				
			Permit & Inspections				
Circle C Community Ctr Total							
Maintenance Operations	Office Supplies						
Maintenance Operations	Employee Education				\$1,500		\$1,500
Maintenance Operations	Uniforms				\$1,200		\$1,200
Maintenance Operations	Staff Recruitment-Hiring				\$1,800		\$1,800
Maintenance Operations	Safety Equip & Supplies				\$300		\$300
Maintenance Operations	Maintenance Payroll				\$1,400		\$1,400
Maintenance Operations	Pool Tech				\$180,000		\$180,000
Maintenance Operations	Maintenance Payroll Taxes				\$69,000		\$69,000
Maintenance Operations	Computers/Software				\$15,000		\$15,000
Maintenance Operations	Tools/Supplies				\$1,400		\$1,400
Maintenance Operations	Office Furniture				\$5,000		\$5,000
Maintenance Operations Total					\$600		\$600

Financial Management	Resale Certificate	\$17,350	\$17,350
Financial Management	Lien Filing Administrative Fees	\$2,500	\$2,500
Financial Management	Bank Fees/Credit Card Fees	\$40,000	\$40,000
Financial Management	CPA/Audit	\$8,000	\$8,000
Financial Management Total		\$180,850	\$180,850
HOA Management	Management Payroll	\$190,000	\$190,000
HOA Management	Management Payroll Taxes	\$15,000	\$15,000
HOA Management	Mileage Reimbursement	\$6,000	\$6,000
HOA Management	Health Insurance	\$44,000	\$44,000
HOA Management	Cont Ed & Skills Enhancement	\$2,000	\$2,000
HOA Management	Consulting Contract		
HOA Management Total		\$257,000	\$257,000
Architectural Review Expenses Architectural Review Expenses		\$7,500	\$7,500
Architectural Review Expenses Total		\$7,500	\$7,500
Legal Services	Legal Services	\$20,000	\$20,000
Legal Services Total		\$20,000	\$20,000
Taxes	Property	\$5,500	\$5,500
Taxes	Other		
Taxes Total		\$5,500	\$5,500
Insurance	General, Property, Boiler & Auto, Umbrella	\$72,000	\$72,000
Insurance	HOA Owned Vehicles	\$4,500	\$4,500
Insurance	D & O Insurance	\$12,000	\$12,000
Insurance	Worker's Comp	\$16,000	\$16,000
Insurance Total		\$104,500	\$104,500
Community Enhancement	Donations	\$1,000	\$1,000
Community Enhancement	Association Memberships	\$2,000	\$2,000
Community Enhancement Total		\$3,000	\$3,000
Reserve Transfer		\$157,370	\$157,370
Reserve Transfer Total		\$157,370	\$157,370

Exhibit A

Expected Reserve Expenditures and Capital Improvement for 2021

Pool Covers	\$3,000	
SC Wade Pool Repairs repair cracked bond beam/replaster	\$30,000	
Avana - refinish splace pad features	\$4,000	
Repair/Seal exterior walls at SC and café	\$28,000	
Replace 5 funbrellas at CC	\$12,000	
Avana-shade structure	\$42,000	
SC-Seal Coat/Restriping	\$14,000	
Escarpment Project	\$340,000	
CCN Improvement	\$100,000	
Construction Repairs	\$35,000	
Total	\$608,000	

LEASE

Basic Terms

Date: November 30, 2020

Landlord: Circle C Homeowners Association, Inc.

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

Tenant: Events by Emily, Inc

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

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

Term (months): 12

Commencement Date: Jan 1, 2021

Termination Date: December 31, 2021

Base Rent (monthly): \$525.30

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

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

Definitions

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

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

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

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

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

Clauses and Covenants

A. Tenant agrees to—

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

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

B. Tenant agrees not to—

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

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

C. Landlord agrees to—

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

D. Landlord agrees not to—

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

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.
2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
3. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any

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

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

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

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

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

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

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

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

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

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

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

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

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

CIRCLE C HOMEOWNERS ASSOCIATION, INC.

By: _____

Printed name: Russ Hodes

Title: CCHOA President

Date: _____

Emily Horvath d/b/a Events by Emily

Emily Horvath d/b/a Events by Emily

Date: _____

LEASE

Basic Terms

Date:	November 30, 2020
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, 2021
Termination Date:	December 31, 2021
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: 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 30, 2020

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, 2021 to December 31, 2021 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.

ARCHITECTURAL REVIEW SERVICES
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AUSTIN, TEXAS 78739
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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:

Russ Hodes, President

Date: _____

Susan R. Hoover
Architectural Review Services

Date: _____

Exhibit One	Exhibit to Architectural Review Services Contract				January 1-December 31, 2021			
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 Landscaping Plans					\$40.00			
Small Improvements					\$40.00			
(decks, patio's gazebos, fireplaces, sunrooms, pergolas, patio covers, sheds, solar panels, exterior painting, fencing changes, playequipment, tree houses, rainwater harvesting)								
Pools					\$100.00			
Home Additions					\$125.00			
Architectural Review Services will retain 85% of the above fee								
No fee on the following								
fence replacement with no changes, satellite dishes, windows, roofs and changes to the driveway								