

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

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of March 25, 2020 board meeting minutes *Russ Hodes*
- IV. Homeowner Forum (*3 min each*)
- V. Management Reports
 - a. General Report, *Karen Hibpshman*
 - 1. Mar YTD Financials
 - b. Landscape Report, *Clayton Hoover*
 - c. Aquatics Report, *Brody McKinley*
 - d. Maintenance Report, *Robert Bardeleben*
- VI. Discussion Items
 - a. Escarpment Loop
 - b. Paycheck Protection Program
 - c. Preparations for Re-Opening
- VII. Action Items
 - a. Swim Center Heaters
 - b. Financial Office Lease
 - c. Social Media
- VIII. Adjourn Public Meeting
- IX. Executive Session

Attachments

- 1. Mar 2020 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report
- 6. Heater proposals

Circle C Homeowners Association
Board Meeting Minutes
March 25, 2020

1. The CCHOA Board of Directors convened on March 25, 2020 at the via video conferencing. 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, Michael Chu, Jason Bram Steve Urban and AE Martin. 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 to have impact of the COVID-19 to Discussion Items. Michael motioned to accept the agenda with the change. Natalie seconded the motion. All were in favor and the motion passed. Michael motioned to accept the minutes as written. Jason seconded the motion. All were in favor and the motion passed.
3. Kim introduced the Homeowner Forum. No homeowners present for the forum.
4. Karen presented the management report and the YTD Financials.
5. Clayton presented the landscaping report.
6. Brody presented the aquatics report.
7. Robert presented the maintenance report
8. The first discussion was the Escarpment Loop project. Karen will set up a meeting with the last vendor.
9. The second discussion item was the impact of COVID-19. Staff updated the board on what steps were being taken to keep staff and the residents safe. The majority of the daily operations are being done remotely. Maintenance is working limited hours and handling emergencies as they come in. HelloNabr brought a proposal for a Drive-thru Food Trailer event that would allow residents to pre-order and drive thru to pick-up their order. The Board requested that Karen send the proposed safety guidelines to Jeremy with Remedy Austin to see if there is anything that was missed
10. The first action item was the Board Officer Appointments. Steve motioned to keep the current slate of officer positions. Russ seconded the motion. All were in favor and the motion passed.
11. The second action item was the Terms and Conditions. Steve motioned to adopt the Terms and Conditions. Natalie seconded the motion. All were in favor and the motion passed.
12. The third action item was Social Media. Steve motioned to table this item. Jason seconded the motion. All were in favor and the motion passed.
13. Steve motioned to adjourn the Public Meeting at 7:14 pm. Jason seconded the motion. All were in favor and the motion passed.

**Circle C Homeowners Association
Manager's Report
March 23, 2020 – April 24, 2020**

Violation Report (March 23rd, 2020 – April 24, 2020)

32 Violations

- 10 (31%) Rubbish and Debris
- 18 (56%) Front Yard Maintenance
- 2 (6%) Repair of Exterior Damages
- 1 (3%) Exterior Lighting
- 1 (3%) Fencing

32 Violations by Stage

- 1 (1%) stage) hold
- 25 (82%) stage 1/cooperative letters
- 2 (21.4%) stage 2 letters
- 6 (2%) stage 3 letters

32 Violation Updates/Creates

- 7 (22%) Closed
- 19 (59%) New
- 6 (19%) Escalated
- 2 (1%) Attorney

Administration

26 New Homeowner Packets mailed March 21st – April 17th

Financial

AP checks were signed April 20th with Terri Giles

Upcoming Special Events

All events through May have been cancelled

May April 27th – Board Meeting – will be held via Zoom

Project/Updates

- All reservations have been cancelled at the Community Center through May. All hosts were contacted that all cancellations were being done without penalty.

- The HOA office is still closed to all walk-in traffic. Employee's continue to work remotely and phones have been transferred. Mail will be checked daily along with dropbox.
- The Escarpment Landscaping/Irrigation Bids. Last bid review
- Information needed for the Rowell HOA billing. Invoice will be emailed the week of April 27th.
- With the latest CAMPO plan released last week, pulling all documentation from the City of Austin minutes that are relevant to this proposal.
- Weekly staff meetings are held via zoom every Wednesday at noon to keep staff updated on any new information. Attending weekly webinars by CAI, CAI Houston and RMWBH for the most up to date legal interpretation of the current stay at home orders as they pertain to HOA's and guidance/protocols for a re-opening plan.
- Property inspections are not considered essential. Violations are being handled by those reported or a continuing violation.
- GreyRock Active Living site and Daycare Center – the developers have to put in a sidewalk per code along Archeleta Blvd. The developers would like to move the mainline out from under the new sidewalk and install a new mainline and spray heads. I have met with the developers on an alternate plan to improve the entrance and have it meet the Green Model Code that was adopted by the CCHOA. These discussions are still ongoing with the developer and hopefully full plan can be brought to the HOA soon.
- Seals summer league – the summer league has been cancelled for 2020
- Texas Mutual Workman's Comp dividend was received in the amount of \$9,013.76. This is lower than in past years.

- **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
Picnic Table/Benches – Wildflower Park	Received – will be completed when restrictions ease

Trash Receptacles	Recycle can have been received – will complete when restrictions ease
Park Place Renovation	Completed
Avana – Beach Entry Repair	Completed
HVAC Coil Repair	Will be scheduled for some time in May
SC Replacement Benches	Permanent bench on composite deck completed/will order remaining benches around 5/15
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	Totals	%
Homeowner Income	Homeowner Dues	\$3,802,214	\$44,204.58	\$1,014,578.94	\$581,078.30	\$1,639,861.82	43%
Homeowner Income	Resale Certificates	\$73,125	\$5,175.00	\$5,175.00	\$5,625.00	\$15,975.00	22%
Homeowner Income	Transfer Fees Income	\$75,000	\$4,200.00	\$4,475.00	\$6,828.00	\$15,503.00	21%
Homeowner Income	Late Fees Collected	\$18,000	\$2,040.63	\$1,912.59	\$1,762.82	\$5,716.04	32%
Homeowner Income	Lien Admin Fees Income	\$400	\$189.06	\$33.42	\$56.00	\$278.48	70%
Homeowner Income	Filing Fee Income	\$224	\$714.00	\$204.28	\$224.00	\$1,142.28	510%
Homeowner Income	NSF Charges	\$100	\$0.00	\$0.00	\$25.00	\$25.00	25%
Homeowner Income	Collection Fee Income	\$50	\$0.00	\$0.00	\$0.00	\$0.00	0%
Homeowner Income Total		\$3,969,113	\$56,523.27	\$1,026,379.23	\$595,599.12	\$1,678,501.62	42%
Architctural Review Income	Architctural Review I0come	\$10,000	\$4,255.00	\$4,590.00	\$5,505.00	\$14,350.00	144%
Architctural Review I0come Total		\$10,000	\$4,255.00	\$4,590.00	\$5,505.00	\$14,350.00	144%
Rental Income	Office Rent	\$14,400	\$2,193.28	\$1,438.65	\$0.00	\$3,631.93	25%
Rental Income	Grill Rent	\$6,300	\$512.50	\$0.00	\$0.00	\$512.50	8%
Rental Income Total		\$20,700	\$2,705.78	\$1,438.65	\$0.00	\$4,144.43	20%
Aquatics Income	Pool Programs	\$85,000	\$3,383.00	\$3,451.00	\$1,722.00	\$8,556.00	10%
Aquatics Income	Pool Programs - Swim Team	\$119,500	\$9,840.00	\$10,972.50	\$11,305.00	\$32,117.50	27%
Aquatics Income	Facility Income	\$37,500	\$3,605.32	\$1,346.92	\$134.56	\$5,086.80	14%
Aquatics Income Total		\$242,000	\$16,828.32	\$15,770.42	\$13,161.56	\$45,760.30	19%
CCCC Income	CCCC Facility Rentals	\$50,000	\$5,510.75	\$4,275.00	\$2,397.50	\$12,183.25	24%
CCCC Income Total		\$50,000	\$5,510.75	\$4,275.00	\$2,397.50	\$12,183.25	24%
Landscape Reimbursements	Stratus Reimb	\$97,000	\$0.00	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements	COA Reimb	\$17,600	\$0.00	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements Total		\$114,600	\$0.00	\$0.00	\$0.00	\$0.00	0%
Miscellaneous	Interest Income	\$15,000	\$1,049.41	\$971.70	\$4,719.30	\$6,740.41	45%
Miscellaneous	Sales Tax Discount	\$0	\$1.13	\$0.00	\$0.00	\$1.13	
Miscellaneous Total		\$15,000	\$1,050.54	\$971.70	\$4,719.30	\$6,741.54	45%
Rowell Reimbursement	The Rowell HOA	\$53,000	\$26,184.40	\$0.00	\$0.00	\$26,184.40	49%
The Rowell Total		\$53,000	\$26,184.40	\$0.00	\$0.00	\$26,184.40	49%
Grand Total		\$4,474,413.00	\$113,058.06	\$1,053,425.00	\$621,382.48	\$1,787,865.54	40%

2020 CCHOA EXPENSE BUDGET

Category	Subcategory	2020 Budget	Jan-20	Feb-20	Mar-20	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,234,458	\$102,867.33	\$102,867.33	\$102,867.33	\$308,601.99	25%
Commons Area Services	Contract Landscape SC	\$31,834	\$2,652.88	\$2,652.88	\$2,652.88	\$7,958.64	25%
Commons Area Services	Contract Landscape CCCC	\$31,834	\$2,652.88	\$2,652.88	\$2,652.88	\$7,958.64	25%
Commons Area Services	Contract Landscape AV	\$22,575	\$1,881.23	\$1,881.23	\$1,881.23	\$5,643.69	25%
Common Area Services	Contract Landscape GR	\$22,575	\$1,881.23	\$1,881.23	\$1,881.23	\$5,643.69	25%
Common Area Services	Common Area Holiday Lighting	\$44,729	\$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%
Commons Area Services	Landscape Repairs	\$80,000	\$0.00	\$0.00	\$1,000.00	\$1,000.00	1%
Commons Area Services	Landscape Water Utilities	\$255,000	\$5,771.47	\$5,158.59	\$5,526.38	\$16,456.44	6%
Commons Area Services	COA Water Utility Compliance	\$8,000	\$0.00	\$1,125.00	\$0.00	\$1,125.00	14%
Common Area Services	Landscape Electric Utilities	\$36,000	\$2,861.21	\$2,658.23	\$2,717.67	\$8,237.11	23%
Common Area Services	Tree Care	\$50,000	\$2,250.00	\$9,000.00	\$13,250.00	\$24,500.00	49%
Commons Area Services	Fence Repairs & Maint	\$6,000	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Electrical Repairs & Maint	\$15,000	\$0.00	\$0.00	\$0.00	\$0.00	0%

Common Area Services	Neighborhood Maint & Repair	\$17,000	\$1,017.55	\$1,468.74	\$2,424.55	\$4,910.84	29%
Common Area Services	Non Contract Landscape - SC	\$15,000	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services Total		\$1,875,005	\$123,835.78	\$131,346.11	\$136,854.15	\$392,036.04	21%
Aquatics Facilities	Administrative	\$59,000	\$2,505.49	\$1,198.39	\$3,970.10	\$7,673.98	13%
Aquatics Facilities	Supplies - Pool	\$16,000	\$2,349.45	\$32.33	\$331.19	\$2,712.97	17%
Aquatics Facilities	Supplies - Chemicals	\$71,000	\$2,305.18	\$2,929.20	\$2,234.77	\$7,469.15	11%
Aquatics Facilities	Supplies & Fees - Swim Team	\$23,500	\$1,820.57	\$1,301.11	\$919.33	\$4,041.01	17%
Aquatics Facilities	Maintenance - Pool	\$85,300	\$3,108.12	\$4,319.02	\$6,017.68	\$13,444.82	16%
Aquatics Facilities	Maintenance - Building	\$54,700	\$2,448.21	\$4,602.06	\$2,647.04	\$9,697.31	18%
Aquatics Facilities	Payroll - Staff	\$726,000	\$22,490.05	\$25,901.12	\$24,956.42	\$73,347.59	10%
Aquatics Facilities	Payroll - Programming Staff	\$45,500	\$361.05	\$534.48	\$660.23	\$1,555.76	3%
Aquatics Facilities	Payroll - Swim Team	\$103,825	\$7,763.13	\$8,818.59	\$8,781.31	\$25,363.03	24%
Aquatics Facilities	SC-Utilities - Water	\$30,000	\$1,628.27	\$1,738.60	\$1,788.45	\$5,155.32	17%
Aquatics Facilities	Avana _Utilities-Water	\$3,000	\$282.65	\$931.27	\$631.30	\$1,845.22	62%
Aquatics Facilities	GR- Utilities - Water	\$4,000	\$200.96	\$164.51	\$171.82	\$537.29	13%
Aquatics Facilities	SC-Utilities - Electric	\$28,000	\$1,989.86	\$2,384.52	\$2,377.64	\$6,752.02	24%
Aquatics Facilities	Avana - Utilities- Electric	\$12,000	\$667.02	\$137.08	\$131.04	\$935.14	8%
Aquatics Facilities	GR -Utilities-Electric	\$6,000	\$414.88	\$428.83	\$446.50	\$1,290.21	22%
Aquatics Facilities	Utilities - Natural Gas	\$34,000	\$3,129.24	\$3,070.96	\$3,251.19	\$9,451.39	28%
Aquatics Facilities	SC-Utilities - Telephone/Internet	\$11,000	\$169.86	\$516.05	\$1,381.22	\$2,067.13	19%
Aquatics Facilities	Avana - Telephone/Internet	\$4,000	\$170.96	\$430.84	\$291.08	\$892.88	22%
Aquatics Facilities	GR- Telephone/Internet	\$4,000	\$202.32	\$192.13	\$192.32	\$586.77	15%
Aquatic Facilities Total		\$1,320,825	\$54,007.27	\$59,631.09	\$61,180.63	\$174,818.99	13%
Circle C Community Center	Utilities - Water	\$35,000	\$2,628.03	\$1,584.82	\$324.50	\$4,537.35	13%
Circle C Community Center	Utilities - Electric	\$22,000	\$15.00	\$1,494.66	\$1,498.29	\$3,007.95	14%
Circle C Community Center	Utilities - Telephone/Internet	\$9,600	\$650.37	\$650.37	\$650.37	\$1,951.11	20%
Circle C Community Ctr	Events Payroll	\$6,000	\$722.42	\$1,236.11	\$1,000.73	\$2,959.26	49%
Circle C Community Center	Furniture	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	0%
Circle C Community Center	Maintenance - Building	\$47,000	\$3,405.24	\$2,949.50	\$2,694.06	\$9,048.80	19%
Circle C Community Ctr Total		\$121,600	\$7,421.06	\$7,915.46	\$6,167.95	\$21,504.47	18%
Maintenance Operations	Office Supplies	\$1,500	\$0.00	\$99.55	\$0.00	\$99.55	7%
Maintenance Operations	Employee Education	\$1,200	\$135.00	\$135.00	\$0.00	\$270.00	23%
Maintenance Operations	Uniforms	\$1,800	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Staff Recruitment	\$300	\$35.00	\$70.00	\$0.00	\$105.00	35%
Maintenance Operations	Safety Equip/Supplies	\$900	\$334.33	\$334.33	\$0.00	\$668.66	74%
Maintenance Operations	Maintenance Payroll	\$180,000	\$13,346.48	\$26,692.96	\$13,346.48	\$53,385.92	30%
Maintenance Operations	Pool Tech	\$72,000	\$3,335.00	\$5,807.25	\$3,121.96	\$12,264.21	17%
Maintenance Operations	Payroll Taxes	\$15,000	\$1,262.55	\$2,473.98	\$1,135.05	\$4,871.58	32%
Maintenance Operations	Computer/Software	\$1,000	\$0.00	\$128.00	\$227.30	\$355.30	36%
Maintenance Operations	Tools/Supplies	\$5,000	\$0.00	\$550.98	\$0.00	\$550.98	11%
Maintenance Operations	Office Furniture	\$700	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations Total		\$279,400	\$18,448.36	\$36,292.05	\$17,830.79	\$72,571.20	26%
HOA Operations	Office Supplies	\$9,000	\$2,458.77	\$180.68	\$0.00	\$2,639.45	29%
HOA Operations	Equip & Maintenance	\$15,000	\$152.30	\$533.87	\$1,798.77	\$2,484.94	17%
HOA Operations	HOA Owned Vehicle Expense	\$8,000	\$267.52	\$139.33	\$89.28	\$496.13	6%
HOA Operations	Postage	\$16,000	\$3,749.90	\$2,148.07	\$180.60	\$6,078.57	38%
HOA Operations	Web Operations	\$3,000	\$20.47	\$750.47	\$199.98	\$970.92	32%
HOA Operations	Printing	\$2,000	\$592.34	\$0.00	\$0.00	\$592.34	30%
HOA Operations	HOA Meetings	\$5,000	\$672.34	\$0.00	\$116.70	\$789.04	16%
HOA Operations	Deed Restrictions	\$5,000	\$708.56	\$0.00	\$60.00	\$768.56	15%
HOA Operations	HOA Special Events	\$30,000	\$9,997.93	\$970.88	-\$1,357.21	\$9,611.60	32%
HOA Operations Total		\$93,000	\$18,620.13	\$4,723.30	\$1,088.12	\$24,431.55	26%
Financial Management	Management Services	\$112,000	\$9,314.25	\$9,383.27	\$9,420.39	\$28,117.91	25%
Financial Management	Resale Certificate	\$16,250	\$800.00	\$1,100.00	\$1,450.00	\$3,350.00	21%
Financial Management	Lien Filing Administrative Fees	\$1,000	\$208.00	\$212.00	\$156.00	\$576.00	58%
Financial Management	Bank Fees	\$30,000	\$2,542.07	-\$27.42	\$7,413.90	\$9,928.55	33%

**Circle C Landscape
Board Report, April 2020**

Weather

General: Spring weather

Rainfall Total: 2 plus inches, Travis County is current out of drought conditions

Temperature: 35-80 widely varies

Major Events: no major events

Maintenance Services

General: Mowing rotation has resumed after pause for adaptaton to COVID-19

Treatments: Fire Ant Bait distributed at all Amenity Centers and CC Parks
Bed weeding and cleaning, ongoing

Other: Shrub Trimming in select locations

Outlying Areas

Post office Areas: Checked and Cleaned

Spring Weedeating: Drainage Areas
SH 45/Georgian Oaks
South Bay Greenbelt
Back Bay Greenbelt
Sierra Ridge Greenbelt

Rock Area Treatments: Vicenza
Mundomar
Gandia
Padua Court
Antigo Court
Barstow Trail path

Irrigation; Spring Irrigation Check is ongoing
Some controllers have been turned on in select locations

Construction:

Construction Damage and Projects

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

Construction mostly complete at Slaughter /Escarpment area
Monument area sustained damage that has not been repaired due to possible monument construction

Slaughter at Beckett to MoPac: No water in this area
Karen has arranged with TexDot to put pavers in 1st median
Second median has no water due to construction

LaCrosse at Mopac: Continued construction and median damage

**Circle C Landscape
Board Report, April 2020**

- 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
Gandia Post office area, damaged by builder construction
- Greyrock: Assisted living and daycare under construction
Commons areas are affected
Attended a meeting with Karen to propose restoration
- Wildflower Park: Damage to front area and medians, ongoing

Circle C Aquatics – COVID-19 Update (4/23/20)

Prepared by Brody McKinley, Aquatics Director

Dear Directors,

Due to the ongoing pandemic, our Aquatics Facilities remain closed. The Aquatics Team is anxious to reopen our facilities and resume operations, understanding that this will need to be done in a cautious and safe way to ensure the health and safety of our residents and staff.

We are continuously monitoring all local and national authorities for guidance and we are working on a comprehensive and phased re-opening plan for our operations.

The federal government has released a three-phase plan. This plan leaves the decision up to each state's governor on reopening businesses while recommending criteria that would have to be met for each to gradually re-open.

The Governor of Texas has yet to give any specific guidelines for re-opening public swimming pools. The governing body for public swimming pools in Texas is the Texas Department of State Health Services and Austin Public Health. Per the current Stay Home – Work Safe order by the City of Austin, all pools are to remain closed. This order is in effect until at least May 8, 2020.

<https://www.austintexas.gov/department/covid-19-information/businesses-and-industries>

I have been closely monitoring the trends in aquatics with organizations such as USA Swimming, American Red Cross, Central Texas Aquatics Association, Texas Public Pool Council, the Association of Aquatics Professionals, the National Pool and Hot Tub Alliance, and the National Recreation and Parks Association's Aquatics Council. Most of the discussions currently are focused on gathering scientific data and guidance (from organizations such as the Center for Disease Control and Prevention and the World Health Organization), means to prevent disease transmission among pool patrons and staff, and possible reopening strategies for when that time comes.

Current State of Circle C Aquatics

Facilities – The Swim Center has been closed since March 13, 2020. The Community Center, Avaña, and Greyrock pools will not be opening on their scheduled seasonal opening dates. The reopening date of our facilities is yet to be determined.

Programs – All Aquatics programs are currently cancelled and/or on hold.

Events – All upcoming Aquatics events and rentals have been cancelled. The Seals Summer League has cancelled their 2020 summer season (this is the case for all local summer league teams).

Staff – Our full-time staff members, including myself, are working from home. Our team is focused on the following items:

- Re-Opening Plans
 - We are working on a *comprehensive and phased re-opening plan* for our facilities using updated guidance from local, state, and national authorities. I am also consulting with several Aquatics Industry organizations as well as the CDC and the American Red Cross to create this re-opening plan. Ultimately, local regulations will dictate how and when we will be able to reopen. However, we want to have a phased opening plan in place so we can proceed as soon as possible.
- Staff Engagement, Training & Recruitment
 - We are hosting virtual meetings with current staff members to give updates to the current situation as well as providing guidance.
 - We are holding regular in-service trainings online for our current staff members to stay engaged with management and each other, as well as meeting state required training.
 - We are still actively hiring and recruiting new staff for the summer season.
 - We are updating training protocols to move as much new-hire training as possible over to a virtual format.
- Industry Updates
 - There are several local, state, and national agencies that are continuously holding virtual meetings/calls to give guidance on the current situation, as well as sharing ideas for re-opening procedures when the time comes. We are attending dozens of these meetings each week.

Select Swim Team – All upcoming events and practices are on hold. Registration are on hold.

- Coach is holding regular online meetings with each swim team group and participants. There are weekly dryland workout challenges that are given to the participants. They are actively engaged and posting their challenges on the Select Team’s Facebook page.
- The Select Long Course Swim meet scheduled to be held in April was cancelled. There is currently no rescheduled date.
- USA Swimming has cancelled all sanctioned events through May 31, 2020.

American Red Cross – Current staff certification expiration dates are extended by 120 days.

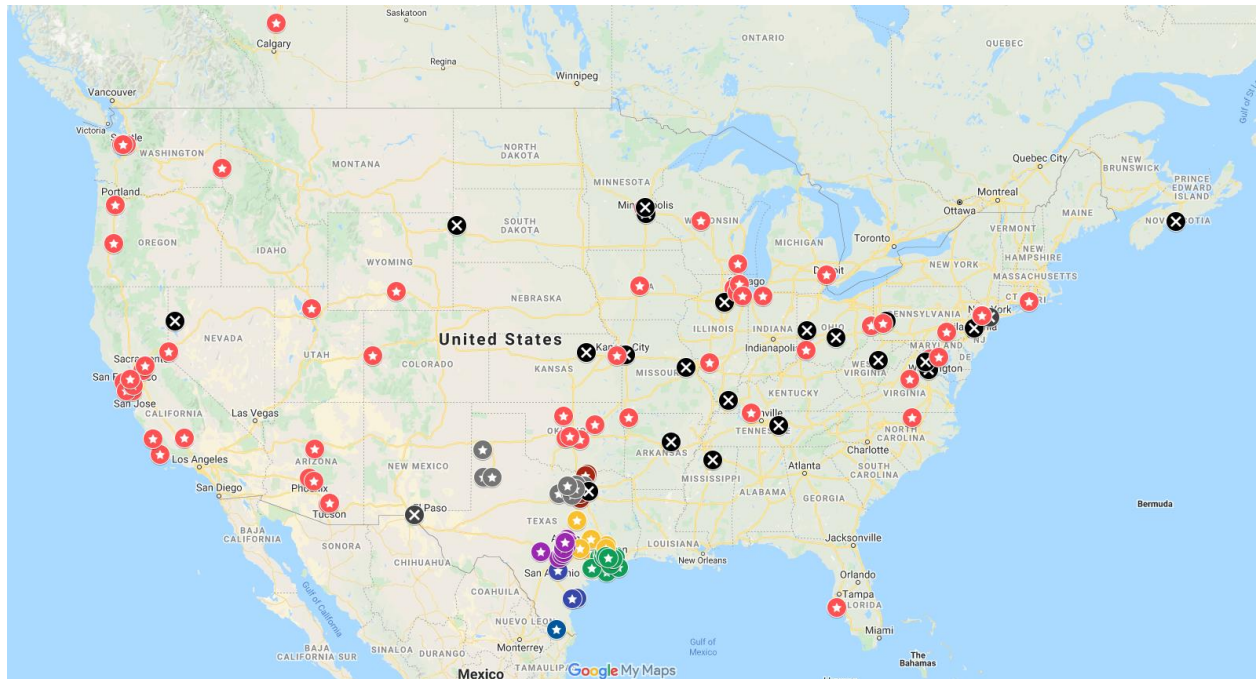
- The Red Cross is in the process of updating training/certification protocols for Lifeguard Training to allow for more virtual work.
- We have several lifeguard candidates/applicants that were scheduled for upcoming lifeguard training classes. We are working with the Red Cross to come up with strategies to teach much of the course content virtually. Once “social distancing” restrictions are lifted, we will be able to hold the in-water skills sessions for these applicants to get them certified.
- The Red Cross is aware that there may be no lift on “social distancing” restrictions and are working on possible solutions for course delivery.

Current State of Aquatics - Locally & Nationally

Reported closing and planned reopening dates for facilities in our area:

Organization	Closure Date	Planned Reopening
Circle C Aquatics	3/13/20	Unknown
Wells Branch MUD	3/17/20	Unknown
City of Georgetown	3/16/20	5/11/20
City of New Braunfels	3/27/20	Unknown
Austin JCC	3/16/20	Unknown
SafeGuard Aquatics	3/13/20	Unknown
City of Pflugerville	3/13/20	6/1/20
Texas State University Rec Center	3/19/20	Unknown
City of Kyle	4/6/20	Unknown
City of Kerrville	Unreported	5/23/20
City of Austin	3/16/20	Unknown

Reported national closings (the black circle with white "X" icons indicate a complete 2020 closure):



Facility Usage	<i>Resident Entries</i>	<i>Guest Entries</i>	<i>Total Entries</i>
Swim Center	801	74	875
Community Center	0	0	0
Avaña	0	0	0
Greyrock	0	0	0
Totals	801	74	875

Member Stats	<i>Households</i>	<i>Individuals</i>	<i>Average / Household</i>
Homeowners	5,444	17,568	3.23
Renters	411	1,571	3.82
Totals	5,855	19,139	3.27

Revenue	
Programs	\$ 1,722
Swim Team	\$ 11,305
Guest Fees	\$ 0
Area Reservations	\$ 0
Facility Rentals	\$ 0
Lane Rentals	\$ 0

Program Enrollment	
Select Swim Team	79
Masters	6
Group Swim Lessons	2
Private Swim Lessons	7
Water Aerobics	0
Lifeguard Certification	0
Water Safety Instructor	0
Scout Swim Tests	0

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

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

Special Events	
Lane Rentals	Austin Water Polo
Food Trailer Night	
Dive-In Movie	

Incidents/Injuries

Incident Types	YTD				Mar-20			
	SC	CC	AV	GR	SC	CC	AV	GR
<i>Water Rescue Incident</i>	0	0	0	0				
<i>First Aid Incident</i>	0	0	0	0				
<i>Sudden Illness Incident</i>	0	0	0	0				
<i>Patron Behavior Incident</i>	3	0	0	0				
Total	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	801			
<i>Guest/NonRes Entries</i>	105	0	0	0	74			
Total Entries	3,033	0	0	0	875	0	0	0
<i>Incidents / Entry</i>	0.10%				0.00%			
<i>All Facilities</i>	3,033				875			
	0.10%				0.00%			

Incident Data	SC	CC	AV	GR	SC	CC	AV	GR
<i>Suspensions / Expulsions</i>	0	0	0	0				
	0				0			
<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 April 2020
Prepared by Robert Bardeleben -Facilities Director

We are in the middle of off-season repairs and updates at all facilities. We have slowed preparations for season openings due to the COVID-19. Capital projects are underway as well. We are taking COVID-19 precautions with all of our repairs and scheduling.

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Maintenance has been completed
- Minor Equipment and Facility Repairs Made
- Pool Slide Inspections through TDI now required—Inspection Date has been set for May 7—might move depending on stay at home orders
- One of the pool heaters has failed beyond reasonable repair---heat exchanger failure—working on getting complete heater replacement bids—will have proposals soon.
- Working on securing ideas and bids on wade pool repairs/renovations—slide changes, etc.

COMMUNITY CENTER

- Routine inspections and maintenance have been completed
- Parking Lot Seal Coat/Striping completed
- All fire extinguishers have been inspected

COMMUNITY CENTER POOL

- Routine cleaning and maintenance have been performed.
- Minor Repairs have been completed on equipment and facility.
- Pool Slide Inspections through TDI now required—Inspection Date has been set for May 7—might move depending on stay at home orders

NEIGHBORHOOD

- Minor repairs have been completed as needed
- Park Place Playground Updates are completed

AVANA AMENITIES CENTER

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

GREY ROCK AMENITIES CENTER

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

Circle C HOA Competition Pool Heater Replacement

We had one of the pool heater heat exchangers fail. A repair on that heater is not recommended. A complete heater replacement is recommended. These heaters were purchased in 2009 and I had them slated for replacement in the 2021 budget. We do have one heater currently functional but that one is most likely not far from failure as well. I am recommending that we replace these heaters right away in order to prepare for the 2020/21 winter season. These Lochinvar heaters have done really well for us. To get 11 seasons out of them is exceptional. I recommend going back with the same style and size heaters. I have obtained two bids on the replacement of these heaters.

Progressive Commercial Aquatics \$ 71,683.05

Knorr Systems and InControl \$ 92,592.86

I am recommending going with Progressive Commercial Aquatics. The lead time on this is about 4 weeks and our down time would only be one day although the complete installation would take about a week. The one day down time is to re-plumb some existing piping to get to heater shut off valves.



Project Name: Circle C Heater Replacements
Attn: Robert Bardeleben
Date: 4/23/20

- **(2) Lochinvar Copperfin II-ASME CPN2072 2million BTU Heaters With: Texas Pool Code flowswitch, Temp/pressure gauge, Cupro-Nickel heat exchanger, electric 3-way valve and bypass loop @\$28,000/each. (List for heater with TX code is \$35,923/each)**

Total: \$56,000

- **(1) Stack Frame for (2) CPN2072's. (list is \$2,052)**

Total: \$1,660

Freight for Everything: \$850

- Installation of new heaters and removal of old heaters based on only connecting to existing in and out lines that come to current bypass loops. (will include hardware, (4) new bray 2.5" lever cutoff valves for high temp/piping(CPVC), stainless hardware for new valves, and reinstallation of the existing electrical circuits coming into the heaters) This also includes removing the existing saddles and replacing with 8" T's, reusing the 8" bypass valve and hardware, reusing the same 4" valves and cutting right below the 4" 90 after the valve and installing a coupling working back to the new T. **If further plumbing for gas is needed due to different locations of piping on newer models then that is not included but there shouldn't be an issue, if it is in the same location and there are union disconnects close to the inlet of the heater then we will disconnect and reconnect existing gas line when finished. We will reconnect the venting that is existing as long as it sits in the exact same location when finished (It should).**

Total:

\$7,709.91

Total

w/shipping:

\$66,219.91

Tax @8.25%: \$5,463.14

Grand Total with Tax Incl.: \$71,683.05

****There is a 1 year warranty on workmanship. The warranty for the equipment is also 1 year from the manufacturer. There is a 4-5 week lead time if heaters are not in stock at the time of order so please keep that in mind. Price good for 30 days as Lochinvar may have a price increase in June as they do every summer.**

****We will lay down 3/4" plywood on the grass where we drive the bobcat.**

Thank you,

Myles Phelps
Progressive Commercial Aquatics, Inc.

15616 Schmidt Loop Manor, Texas 78653 (512) 278-0801 Fax (512) 350-2154
Website www.proaquatic.com E-Mail TPHELPS4@austin.rr.com



Date: April 21, 2020

**To: Connan Campbell
Knorr Systems**

**Project: Heater Install
Austin, Texas**

inCon-trol Water Systems is pleased to provide the following proposal to install two pool heaters supplied by Knorr Systems (Labor and Materials Only) Located in Austin, Texas

Scope of Work:

- **Remove both existing pool heaters**
- **Install two new supplied heaters from Knorr Systems**
- **Includes all Plumbing pipe**
- **Includes New valves**
- **Includes New Heater vent plumbing**
- **Includes all Travel Expense**
- **Includes Equipment rental**

Total: \$26,680.00

(Twenty-Six thousand Six hundred and Eighty dollars and no cents)

Note: All pricing is lump sum.

Pricing in this proposal is valid for 30 days.

Project specific notes:

- Pricing is subject to change based on changes to the documents provided as a basis for this proposal.
- inCon-trol Water Systems is not responsible for the pre-existing pumps, motors, vault, or related items.
- inCon-trol Water Systems reserves the right to withdraw its bid upon final review of all contract documents, including, but not limited to, schedules, bonds, and owner contracts.
- Not responsible for vegetation destroyed, utilities, sidewalks, approaches or any other damages to ancillary facilities during installation.
- It is assumed that the equipment required will fit into the spaces provided for such equipment. If it is found that the specified equipment does not fit into the spaces provided, additional costs may apply. Any design, demolition, or construction of such modifications is not included in this proposal.

410 Interchange, McKinney, TX 75071

tel 214.733.8828 • fax 214.544.9555

www.incontrolwatersystems.com

Initial: Customer _____ inCon-trol Water Systems _____



Delivery and Set-up:

1. All reasonable efforts will be made to meet the requested repair date after the receipt of a signed contract; however inControl Water Systems will not be liable for delays in delivery.
2. Customer will be responsible for having job site readily accessible for said repairs.
3. Station Set-up charges, if included above, reflect one day on site. If more than one day is required, additional charges will be assessed if the customer caused the delay.

Conditions of Contract:

inControl Water Systems will start the order and repair flood damage upon the signature of this agreement. When work begins, it cannot be halted. If customer changes his or her mind about work being done, The Buyer is responsible for the full price quoted on this agreement. Any changes shall be brought to inControl Water Systems' attention before work begins. If changes are needed due to Buyer changes, an extra cost for material and labor will be added to the total amount due at the end of the project.

Payment terms are due upon completion unless stated specifically elsewhere. Please initial below acknowledging the payment terms.

Initial: Customer _____ inControl Water Systems _____

Warranty:

1. inControl Water Systems warranties work to be free of defects in workmanship only for a period of one (1) year from the date of startup.
2. This warranty is limited to replacing or repairing any defective component at the sole option of inControl Water Systems and does not apply to equipment that has been damaged, misapplied or has been modified in any way.
3. inControl Water Systems is not responsible for any and all pre-existing pumps, pump motors, or related equipment.
4. This warranty does not cover damages under the following conditions, unless otherwise specified in writing: (1) Lighting strikes, misapplied or inappropriate in-coming power, improper grounding, freeze damage, vandalism, or any incidental, consequential, or act of God, (2) repairs or replacements made without the pre-authorization of inControl Water Systems or its recognized service provides, (3) exposure to destructive gaseous or chemical solutions, (4) Dirty, or abrasive incoming water.
5. THIS WARRANTY IS ABSOLUELY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES; THIS INCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION ON THE PART OF INCON-TROL WATER SYSTEMS.
- 6.

InControl Water Systems is not liable for any loss, damage, or injury directly or indirectly caused due to the use or failure of workmanship of this product.

410 Interchange, McKinney, TX 75071

tel 214.733.8828 • fax 214.544.9555

www.incontrolwatersystems.com

Initial: Customer _____ inControl Water Systems _____



InCon-trol Water Systems is not responsible for the following items, "Disclaimer"

1. Not responsible for water quality coming through the suction manifold. It is the buyer's responsibility to check for sediment and debris that will hinder pump operation.
2. Not responsible for debris clogging flows through the suction or discharge manifold.
3. Pumping Equipment are mechanical items; therefore, they will break down or fail at any given time. inCon-trol Water Systems is not responsible for any damages that may occur in the situation of a Pumping Equipment failure; this includes but is not limited to, loss of plants, livestock, revenues produced. However, inCon-trol Water Systems will schedule a repair or warranty repair crew to assess the potential Pumping Equipment failure at inCon-trol Water System's earliest possible time frame that work schedules will allow.
4. Acts of God.

Thank you for your consideration

A handwritten signature in black ink, appearing to read 'Steve Hawkins', is written over a faint, light blue wavy background graphic.

Steve Hawkins
inCon-trol Water Systems
410 Interchange
McKinney Texas, 75071

Authorized Signature

X _____

410 Interchange, McKinney, TX 75071

tel 214.733.8828 • fax 214.544.9555

www.incontrolwatersystems.com

Initial: Customer _____ inCon-trol Water Systems _____

LEASE

Basic Terms

Date: April 29, 2020

Landlord: Circle C Homeowners Association, Inc.

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

Tenant: Giles & Shea, Inc

Tenant's Address: 7817 La Crosse Avenue, Suite 200
Austin, Texas 78739

Premises: CCHOA Community Center Building, 7817 La Crosse, Avenue;
approximately 180 square feet

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

Commencement Date: August 1, 2020

Termination Date: July 31, 2021

Base Rent (quarterly): \$31.97 per square foot for the interior space of 180 square feet
totaling \$1438.65 quarter.

Permitted Use: Financial 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, Aug 15, Nov 15, Feb 15 and May 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: _____

Giles & Shea, Inc.

By: _____

Printed Name: Terri Giles

Title: Giles & Shea, Inc. Owner

Date: _____