

CCHOA Board Meeting Agenda
30 November 2022, 6:30pm
Circle C Community Center via zoom

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of October 26, 2022 board meeting minutes *Trinh Bartlett*
- IV. Homeowner Forum (3 min each)
(Homeowners may sign up to speak for the Homeowners Forum by calling the HOA manager at 512-288-8663 or sending an email to info@circlecranch.info at least a week before the meeting, in writing. Members will be given 3 minutes to address the board. The Board will send a reply through the HOA Office after the meeting.
- V. Management Reports
 - a. General Report, *Karen Hibpshman*
 - 1. Oct YTD Financials
 - b. Landscape Report, *Susan Hoover*
 - c. Aquatics Report, *Brody McKinley*
 - d. Maintenance Report, *Robert Bardeleben*
- VI. Discussion Items
 - a. Escarpment Loop Project
 - b. CCN Project
 - c. Pool Committee Report
 - d. Annual Meeting/Ballot Items/Nominations
- VII. Action Items
 - a. 2023 Draft Budget
 - b. CCL Office Lease 5919 La Crosse Ave
 - c. CCHOA Grill Contract
 - d. Architectural Review Contract
 - e. Community Center Rental Rates
- VIII. Adjourn Public Meeting
- IX. Executive Session
 - a. HR

Attachments

- 1. October 2022 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report
- 6. 2023 Draft Budget

**Circle C Homeowners Association
Board Meeting Minutes
October 26, 2022**

1. The CCHOA Board of Directors convened on October 26, 2022, at the Community Center and via video conferencing (Zoom). Stephen Bega called the meeting to order at 6:40 p.m. In attendance were board members Stephen Bega, Jason Bram, and Kimberly De La Garza were in person. Trinh Bartlett and David Lachance joined via Zoom. Russ Hodes joined at 6:50 p.m. CCHOA Manager Karen Hibpshman (HOA Manager), Robert Bardeleben (Facilities Coordinator) and Brody McKinley (Aquatics Director) were present.
2. Stephen presented the October 26, 2022 agenda. Kimberly motioned to accept the agenda. Jason seconded the motion. All were in favor and the motion passed.
3. Stephen presented the September 28, 2022 Board of Directors Meeting Minutes. Kimberly motioned to approve the minutes with the change to the spelling of Stephens name. David seconded the motion. All were in favor and the motion passed.
4. Stephen introduced the Homeowner Forum. No owners present for the Homeowner Forum.
5. Karen provided the management report and the YTD Financials.
6. Susan presented the landscaping report.
7. Brody presented the aquatics report.
8. Robert presented the maintenance report.
9. The first discussion item was Escarpment Loop Project. We have received 2 of the proposals for Phase 1 and that range from \$397K-\$872K. Karen has reached out to Cleanscapes for an update on their bid.
10. The second discussion item is the CCN Project Update. We are working with the boring company to get this project started.
11. The third item for discussion is the Proposed Architectural Review Fees. The proposal is to increase the \$40.00 review fee to \$50.00 and no changes to the other fees.
12. The fourth item for discussion is the Community Center Rental Rates. With the building aging and the overall use of the building, it is being proposed that the rate is increased to \$50.00 an hour per room.
13. The fifth item for discussion is the Texas Gas Easement. They have not been able to provide any additional information. They are still exploring the access point off of SH45.

14. The first action item was the Circle C Landscape proposal. Russ motioned to increase the full 12.48% based on getting a legal opinion. Jason seconded the motion. Russ, Jason and David voted yes. Stephen, Kimberly and Trinh voted no. The motion fails 3-3.

Jason motion to increase the contract by 10% contingent on getting a legal opinion. Russ seconded the motion. Stephen, Russ, Jason and David voted yes. Kimberly and Trinh voted no. The motion passed 4-2.

15. The seconded action item is the 2023 Assessment Rate. Russ motion to raise the assessment cap 10% to \$814.00. Kimberly seconded the motion. Stephen, Russ, Jason, Kimberly and David voted yes. Trinh voted no. The motion passes 5-1.

16. The third action item was the 2023 Budget. Stephen motioned to table this item. Jason seconded the motion. All were in favor and the motion passed.

17. The fourth action item was the 2023 Candidate Forum date. Kim motioned for the Candidate Forum to be held on February 15th. Russ seconded the motion. All were in favor and the motion passed.

18. The fifth action item was the 2023 Annual Meeting Date. Kimberly motions for the Annual Meeting to be held on March 22nd. Jason seconded the motion. All were in favor and the motion passed.

19. The sixth action item was the Board Appointment. Kim motioned to appoint Mark Blanton. Russ seconded the motion. Stephen, Russ, Jason, Kimberly, David and Trinh voted yes. The motion passes 6-0.

20. Jason motioned to adjourn the Public Meeting at 8:37 pm. Kimberly seconded the motion. All were in favor and the motion passed.

21. The Board went into executive sessions at 8:40 pm m to discuss the Legal action on a violation. No votes or actions were taken. The Board adjourned the executive session at 8:55 pm.

**Circle C Homeowners Association
 Manager's Report
 October 24, 2022 – November 28, 2022**

**Violation Report
 October 24, 2022 – November 28, 2022**

	Oct 24 – Nov 28, 2022		Oct 25-Dec 3, 2021	
178 Violations			177 Violations	
Rubbish/Debris	22	12.36%	120	67.79%
Front Yard Maintenance	64	35.96%	28	15.81%
Architectural	34	19.10%	4	2.25%
Vehicle Storage	6	3.37%	4	2.25%
Repair of Exterior Damages	18	10.11%	10	5.64%
Exterior Lighting	4	2.25%	4	2.25%
Driveway	1	.56%	0	0.00%
Fencing	13	7.30%	2	1.12%
Use Limitations	6	3.37%	0	0.73%
Recreational Equipment	1	.56%	0	0.00%
Offensive Activities	0	0%	0	0.00%
Common Properties	0	0%	0	0.00%
Maintenance	9	5.06%	5	2.82%

178 Violations By Stage			177 Violations By Stage		
Stage 1/Cooperative Letters	137	76.96%	156	88.13%	
Stage 2 Letters	27	15.16%	19	10.73%	
Stage 3 Letters	14	7.86%	2	1.12%	

178 Violation Updates/Creates			177 Violation Updates/Creates		
Closed	69	38.76%	43	24.29%	
New	84	47.19%	113	63.84%	
Escalated	22	12.36%	18	10.17%	
Re-Opened	3	1.69%	3	1.69%	
Attorney			2	1.65%	

Administration

18 New Homeowner Packets mailed October 17th – November 18th.

Financial

AP checks were signed November 18th with Terri Giles

Upcoming Special Events

Dec 2nd, 9th & 16th – Farmers Market

Dec 3rd – Kids Holiday Party

Dec 13th – Run off Election – CCCC is a voting location

Dec 23rd – 26th – HOA Office Closed

Dec 30th – Jan 1st – HOA Office Closed

Project/Updates

- Vehicle accident on Barstow that damaged 3 fences, two columns and landscaping. Insurance claim has been filed. Replacement of the fences and columns were completed. Worked with all 3 owners on the repairs.
- Third bid was received by Cleanscapes and forwarded to the board for review.
- There are still issues from the Verizon project that are still being repaired. Irrigation wiring is still an issue and not 100%
- The City will start the remaining part of the corridor project. Had meeting with corridor folks and the shared Use Path project from Barstow to MoPac is scheduled to start mid-December. From the new plans, it appears that they will be pinching down the sidewalk around trees and also utility boxes. In locations where we need a sleeve under the sidewalk, we will provide the sleeves to ensure we are able to access the irrigation. The intersection at Escarpment/Slaughter, they are bidding out the project Oct 2023? Construction could start February 2024. They will be installing a pond in the southeast corner of Slaughter/Escarpment for this project and the entrance will be off of Slaughter Lane.
- Received an email the USPS is no longer taking responsibility for any of the Cluster Box Units (CBU). This includes repair and replacement. For repairs, we will have to coordinate with the USPS for them to open the boxes, empty them of mail and once repairs are done, the USPS will resecure the mailboxes. The same will be for the replacement of any CBU's.
- Billing for Rowell HOA was sent for \$54,506.61.
- The phones at the Swim Center have been changed. The new number is 512-363-5578.
- The Circle C Ranch HOA Facebook page is live and has been very easy to update.
- **Capital Projects**

2022 Capital Budget Projects include:

SC – Picnic Tables/Benches	Completed
GR – Shade Structure	Completed
CC – Pool Splash Pad UV System	Completed
CC – Pool Replaster	Completed
CC – Pool Slide Repairs/Polishing	Completed
CC – Splash Pad Refinishing Features	Features have been removed and are at the Refinisher
Avana – Parking Lot Seal/Stripe	Completion
GR – Parking Lot Seal/Stripe	Completed
SC – Lounge Chairs	Completed
SC – Wade Pool Bucket Repaint	Completed
Node Clock Replacement	Completed
Rock Work	Started
Escarpment Loop Project	Plans have been sent out to bid
Circle C North Improvements	All permits received. Due to the rising costs, contractor is providing an updated bid. Have also sent the plans out to additional boring companies
Park Place Mailboxes	Completed
Construction Repairs	Repairs due to construction have been done at Bernia, Trissino, Slaughter, La Crosse, Escarpment and Archeleta.
SC Roof	Completed

Current or Future Projects

- Irrigation Infrastructure
- Signage
- Monuments
- Landscape Prep
- Expansion of CCCC pool
- Phase II
- Last shade structure has been installed

2022 CCHOA INCOME BUDGET

Category	Subcategory	2022 Budget	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Totals	%
Homeowner Income	Homeowner Dues	\$4,070,000	\$38,642.70	\$932,973.43	\$774,090.60	\$109,215.03	\$216,101.53	\$62,122.20	\$1,206,345.22	\$524,253.93	\$77,487.62	\$132,496.57	\$4,073,728.83	100%
Homeowner Income	Resale Certificates	\$78,750	\$2,925.00	\$4,725.00	\$4,950.00	\$4,725.00	\$5,625.00	\$5,175.00	\$3,600.00	\$5,175.00	\$3,825.00	\$2,925.00	\$43,650.00	55%
Homeowner Income	Transfer Fees I0come	\$67,200	\$3,325.00	\$2,275.00	\$5,075.00	\$4,220.00	\$4,900.00	\$4,725.00	\$3,325.00	\$3,675.00	\$3,150.00	\$3,325.00	\$37,995.00	57%
Homeowner Income	Late Fees Collected	\$25,000	\$1,671.17	\$1,374.29	\$1,511.26	\$663.43	\$7,413.52	\$1,780.57	\$1,944.13	\$1,084.36	\$432.14	\$4,185.80	\$22,060.67	88%
Homeowner Income	Lien Admin Fees Income	\$420	\$14.00	\$0.00	\$14.00	\$42.00	\$196.00	\$42.00	\$42.00	\$0.00	\$0.00	\$0.00	\$350.00	83%
Homeowner Income	Filing Fee Income	\$1,680	\$56.00	\$0.00	\$84.82	\$168.00	\$825.18	\$168.00	\$168.00	\$0.00	\$0.00	\$0.00	\$1,470.00	88%
Homeowner Income	NSF Charges	\$100	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Homeowner Income Total		\$4,243,150	\$46,633.87	\$941,347.72	\$785,725.68	\$119,033.46	\$235,061.23	\$74,012.77	\$1,215,424.35	\$534,188.29	\$84,894.76	\$142,932.37	\$4,179,254.50	98%
Architectural Review Incom	Architectural Review I0come	\$10,000	\$1,630.00	\$1,340.00	\$1,465.00	\$1,480.00	\$1,040.00	\$900.00	\$845.00	\$1,825.00	\$1,725.00	\$1,860.00	\$14,110.00	141%
Architectural Review I0come Total		\$10,000	\$1,630.00	\$1,340.00	\$1,465.00	\$1,480.00	\$1,040.00	\$900.00	\$845.00	\$1,825.00	\$1,725.00	\$1,860.00	\$14,110.00	141%
Rental Income	Office Rent	\$9,000	\$661.50	\$1,834.11	\$0.00	\$661.50	\$1,834.11	\$0.00	\$0.00	\$2,495.61	\$0.00	\$0.00	\$7,486.83	83%
Rental Income	Grill Rent	\$6,600	\$1,075.80	\$0.00	\$600.25	-\$49.75	\$1,651.50	\$550.50	\$550.50	\$550.50	\$550.50	\$550.50	\$6,030.30	91%
Rental Income Total		\$15,600	\$1,737.30	\$1,834.11	\$600.25	\$611.75	\$3,485.61	\$550.50	\$550.50	\$3,046.11	\$550.50	\$550.50	\$13,517.13	87%
Aquatics Income	Pool Programs	\$60,000	\$1,399.00	\$2,492.00	\$6,893.00	\$10,147.00	\$15,309.75	\$16,442.50	\$11,319.30	\$6,870.50	\$4,411.00	\$1,019.00	\$76,303.05	127%
Aquatics Income	Pool Programs - Swim Team	\$145,500	\$14,787.50	\$14,055.00	\$14,840.00	\$18,286.00	\$15,756.50	\$11,470.00	\$10,077.50	\$20,265.00	\$16,715.00	\$17,727.50	\$153,980.00	106%
Aquatics Income	Facility Income	\$35,000	\$3,101.38	\$95.00	\$6,366.80	\$6,739.31	\$5,219.99	\$6,599.04	\$5,879.70	\$1,818.02	\$803.49	\$340.17	\$36,962.90	106%
Aquatics Income Total		\$240,500	\$19,287.88	\$16,642.00	\$28,099.80	\$35,172.31	\$36,286.24	\$34,511.54	\$27,276.50	\$28,953.52	\$21,929.49	\$19,086.67	\$267,245.95	111%
CCCC Income	CCCC Facility Rentals	\$50,000	\$5,546.25	\$3,723.00	\$6,040.00	\$4,250.00	\$8,548.00	\$7,355.00	\$4,142.00	\$10,767.50	\$5,043.75	\$9,864.75	\$65,280.25	131%
CCCC Income Total		\$50,000	\$5,546.25	\$3,723.00	\$6,040.00	\$4,250.00	\$8,548.00	\$7,355.00	\$4,142.00	\$10,767.50	\$5,043.75	\$9,864.75	\$65,280.25	131%
Landscape Reimbursement	Stratus Reimb	\$97,000	\$0.00	\$0.00	\$0.00	\$48,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,500.00	\$0.00	\$97,000.00	100%
Landscape Reimbursement	COA Reimb	\$17,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,600.00	\$0.00	\$0.00	\$17,600.00	100%
Landscape Reimbursements Total		\$114,600	\$0.00	\$0.00	\$0.00	\$48,500.00	\$0.00	\$0.00	\$0.00	\$17,600.00	\$48,500.00	\$0.00	\$114,600.00	100%
Miscellaneous	Interest Income	\$15,000	\$272.11	\$221.30	\$326.99	\$341.39	\$455.26	\$592.48	\$761.95	\$1,493.87	\$2,027.26	\$3,001.23	\$9,493.84	63%
Miscellaneous	Sales Tax Discount	\$0	\$1.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.13	
Miscellaneous Total		\$15,000	\$273.24	\$221.30	\$326.99	\$341.39	\$455.26	\$592.48	\$761.95	\$1,493.87	\$2,027.26	\$3,001.23	\$9,494.97	63%
Cove @ CC Reimbursement	Cove @ Circle C HOA	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	\$6,808.47	\$0.00	\$0.00	\$7,039.61	\$0.00	\$0.00	\$13,848.08	277%
Rowell Reimbursement	The Rowell HOA	\$95,000	\$0.00	\$0.00	\$0.00	\$53,215.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,215.78	56%
Rimbersement Total		\$100,000	\$0.00	\$0.00	\$0.00	\$53,215.78	\$6,808.47	\$0.00	\$0.00	\$7,039.61	\$0.00	\$0.00	\$67,063.86	67%
Grand Total		\$4,788,850.00	\$75,108.54	\$965,108.13	\$822,257.72	\$262,604.69	\$291,684.81	\$117,922.29	\$1,249,000.30	\$604,913.90	\$164,670.76	\$177,295.52	\$4,730,566.66	99%

2022 CCHOA EXPENSE BUDGET

Category	Subcategory	2022 Budget	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,350,112	\$114,443.86	\$114,443.86	\$114,443.86	\$114,443.86	\$114,443.86	\$114,443.86	\$114,443.86	\$114,443.86	\$114,443.86	\$114,443.86	\$1,144,438.60	85%
Commons Area Services	Contract Landscape SC	\$35,097	\$2,924.81	\$2,924.81	\$2,924.81	\$2,924.81	\$2,924.81	\$2,924.81	\$2,924.81	\$2,924.81	\$2,924.81	\$2,924.81	\$29,248.10	83%
Commons Area Services	Contract Landscape CCCC	\$35,097	\$2,924.81	\$2,924.81	\$2,924.81	\$2,924.81	\$2,924.81	\$2,924.81	\$2,924.81	\$2,924.81	\$2,924.81	\$2,924.81	\$29,248.10	83%
Commons Area Services	Contract Landscape AV	\$24,888	\$2,074.06	\$2,074.06	\$2,074.06	\$2,074.06	\$2,074.06	\$2,074.06	\$2,074.06	\$2,074.06	\$2,074.06	\$2,074.06	\$20,740.60	83%
Common Area Services	Contract Landscape GR	\$24,888	\$2,074.06	\$2,074.06	\$2,074.06	\$2,074.06	\$2,074.06	\$2,074.06	\$2,074.06	\$2,074.06	\$2,074.06	\$2,074.06	\$20,740.60	83%
Common Area Services	Common Area Holiday Lighti	\$48,288	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Commons Area Services	Landscape Repairs	\$115,000	\$12,978.63	\$37,332.40	\$14,967.29	\$8,640.00	\$9,200.94	\$24,674.55	\$11,295.04	\$9,464.33	\$12,012.85	\$8,805.36	\$149,371.39	130%
Commons Area Services	Landscape Water Utilities	\$255,000	\$11,951.10	\$7,385.12	\$7,063.59	\$5,827.37	\$6,556.34	\$20,529.78	\$33,058.55	\$65,258.78	\$36,296.80	\$33,142.73	\$227,070.16	89%
Commons Area Services	COA Water Utility Complianc	\$8,000	\$2,275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,640.00	\$0.00	\$1,190.00	\$0.00	\$5,105.00	64%
Common Area Services	Landscape Electric Utilities	\$36,000	\$2,965.89	\$2,670.12	\$2,913.14	\$2,511.27	\$2,581.98	\$2,643.83	\$2,599.14	\$2,555.72	\$2,791.23	\$2,592.33	\$26,824.65	75%
Common Area Services	Tree Care	\$75,000	\$1,025.14	\$7,088.50	\$3,300.00	\$10,258.50	\$2,684.60	\$7,500.00	\$8,212.50	\$5,632.46	\$10,500.00	\$12,030.00	\$68,231.70	91%
Commons Area Services	Fence Repairs & Maint	\$7,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$798.56	\$0.00	\$2,500.00	\$0.00	\$0.00	\$3,298.56	47%
Commons Area Services	Electrical Repairs & Maint	\$12,000	\$0.00	\$998.54	\$0.00	\$0.00	\$221.05	\$0.00	\$0.00	\$0.00	\$648.06	\$186.58	\$2,054.23	17%
Common Area Services	Neighborhood Maint & Repa	\$20,000	\$0.00	\$69.83	\$10.81	\$293.27	\$0.00	\$300.00	\$0.00	\$5,216.37	\$1,169.10	\$3,608.25	\$10,667.63	53%

Common Area Services	Non Contract Landscape - S	\$20,000	\$0.00	\$0.00	\$0.00	\$0.00	\$1,268.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,255.15	\$12,523.15	63%
Commons Area Services Total		\$2,066,370	\$155,637.36	\$179,986.11	\$152,696.43	\$151,972.01	\$146,954.51	\$180,888.32	\$181,246.83	\$215,069.26	\$189,049.64	\$196,062.00	\$1,749,562.47	85%
Aquatics Facilities	Administrative	\$65,000	\$712.73	\$543.34	\$3,812.45	\$3,101.75	\$3,646.46	\$3,370.75	\$1,864.14	\$2,840.39	\$1,918.82	\$1,640.08	\$23,450.91	36%
Aquatics Facilities	Supplies - Pool	\$27,500	\$1,541.52	\$102.80	\$3,336.84	\$917.94	\$5,005.01	\$5,423.81	\$133.05	\$152.59	\$60.81	\$0.00	\$16,674.37	61%
Aquatics Facilities	Supplies - Chemicals	\$74,000	\$1,743.30	\$2,971.70	\$4,238.08	\$6,551.33	\$5,646.72	\$8,337.11	\$8,414.12	\$8,537.31	\$5,482.48	\$6,411.10	\$58,333.25	79%
Aquatics Facilities	Supplies & Fees - Swim Tea	\$22,000	\$283.72	\$1,353.70	\$1,879.33	\$2,176.96	\$897.53	\$956.88	\$1,122.45	-\$543.12	\$2,413.49	\$3,071.97	\$13,612.91	62%
Aquatics Facilities	Maintenance - Pool	\$94,600	\$1,411.98	\$6,359.59	\$3,778.07	\$1,472.62	\$5,370.17	\$5,957.20	\$2,803.19	\$1,885.58	\$11,560.55	\$4,527.09	\$45,126.04	48%
Aquatics Facilities	Maintenance - Building	\$67,900	\$609.96	\$3,027.87	\$3,658.41	\$3,143.19	\$1,743.15	\$4,490.65	\$10,905.22	\$2,957.29	\$4,582.18	\$2,282.78	\$37,400.70	55%
Aquatics Facilities	Payroll - Staff	\$751,650	\$19,669.99	\$27,096.25	\$57,409.26	\$45,437.56	\$54,457.78	\$112,861.66	\$134,474.52	\$133,346.88	\$83,430.39	\$43,811.58	\$711,995.87	95%
Aquatics Facilities	Payroll - Programming Staff	\$37,000	\$290.24	\$349.24	\$1,969.08	\$1,964.67	\$3,018.90	\$5,257.47	\$5,794.85	\$4,144.72	\$4,178.98	\$1,751.77	\$28,719.92	78%
Aquatics Facilities	Payroll - Swim Team	\$138,550	\$6,605.31	\$7,461.01	\$11,181.42	\$7,864.63	\$8,251.59	\$6,463.60	\$8,324.51	\$5,416.84	\$10,516.34	\$8,296.44	\$80,381.69	58%
Aquatics Facilities	SC-Utilities - Water	\$30,000	\$2,035.04	\$1,844.92	\$1,636.46	\$2,261.26	\$2,077.13	\$2,069.82	\$2,217.51	\$2,355.40	\$2,070.25	\$2,106.58	\$20,674.37	69%
Aquatics Facilities	Avana _Utilities-Water	\$6,000	\$166.60	\$166.60	\$166.60	\$166.60	\$100.85	\$531.31	\$1,449.40	\$1,476.67	\$1,713.01	\$1,713.01	\$7,650.65	128%
Aquatics Facilities	GR- Utilities - Water	\$4,000	\$205.41	\$188.14	\$181.57	\$224.92	\$261.56	\$228.20	\$643.92	\$891.30	\$1,744.32	\$1,264.08	\$5,833.42	146%
Aquatics Facilities	SC-Utilities - Electric	\$28,000	\$1,344.67	\$2,603.90	\$2,118.00	\$1,958.34	\$974.43	\$1,972.45	\$2,314.32	\$2,247.95	\$2,112.33	\$2,040.33	\$19,686.72	70%
Aquatics Facilities	Avana - Utilities- Electric	\$12,000	\$922.72	\$1,023.15	\$925.60	\$881.00	\$935.57	\$1,004.57	\$1,079.16	\$1,056.79	\$1,016.66	\$997.85	\$9,843.07	82%
Aquatics Facilities	GR -Utilities-Electric	\$6,000	\$441.79	\$443.06	\$564.82	\$400.17	\$409.22	\$430.96	\$457.55	\$471.55	\$452.33	\$457.55	\$4,529.00	75%
Aquatics Facilities	Utilities - Natural Gas	\$32,000	\$3,845.36	\$5,531.33	\$7,233.03	\$4,582.08	\$2,608.89	\$562.90	\$406.00	\$372.61	\$392.21	\$464.10	\$25,998.51	81%
Aquatics Facilities	SC-Utilities - Telephone/Inte	\$15,000	\$540.51	\$2,697.10	\$783.66	\$995.57	\$545.53	\$545.53	\$575.53	\$1,757.60	\$684.98	\$2,606.84	\$11,732.85	78%
Aquatics Facilities	Avana - Telephone/Internet	\$5,000	\$182.16	\$210.62	\$171.72	\$171.48	\$171.23	\$171.97	\$186.79	\$2,717.32	\$463.72	\$102.48	\$4,549.49	91%
Aquatics Facilities	GR- Telephone/Internet	\$5,000	\$219.67	\$136.57	\$108.19	\$256.92	\$164.29	\$184.38	\$183.44	\$2,679.57	\$276.20	\$167.85	\$4,377.08	88%
Aquatic Facilities Total		\$1,421,200	\$42,772.68	\$64,110.89	\$105,152.59	\$84,528.99	\$96,286.01	\$160,821.22	\$183,349.67	\$174,765.24	\$135,070.05	\$83,713.48	\$1,130,570.82	80%
Circle C Community Center	Utilities - Water	\$27,000	\$351.30	\$375.93	\$561.35	\$1,065.55	\$707.82	\$630.68	\$997.17	\$1,025.39	\$740.55	\$638.82	\$7,094.56	26%
Circle C Community Center	Utilities - Electric	\$24,000	\$751.13	\$1,530.49	\$1,739.12	\$1,081.71	\$1,310.14	\$1,789.08	\$2,306.10	\$2,599.41	\$2,440.51	\$2,064.25	\$17,611.94	73%
Circle C Community Center	Utilities - Telephone/Interne	\$9,000	\$664.07	\$664.07	\$676.72	\$676.63	\$676.63	\$676.63	\$676.63	\$676.63	\$676.63	\$676.63	\$6,741.27	75%
Circle C Community Ctr	Events Payroll	\$6,000	\$114.53	\$111.03	\$521.06	\$763.87	\$782.62	\$698.20	\$475.29	\$523.61	\$939.94	\$597.62	\$5,527.77	92%
Circle C Community Center	Maintenance - Building	\$50,000	\$1,297.23	\$4,138.76	\$2,455.83	\$3,059.00	\$3,020.95	\$4,085.66	\$2,377.84	\$3,570.15	\$1,992.62	\$3,206.69	\$29,204.73	58%
Circle C Community Ctr Total		\$116,000	\$3,178.26	\$6,820.28	\$5,954.08	\$6,646.76	\$6,498.16	\$7,880.25	\$6,833.03	\$8,395.19	\$6,790.25	\$7,184.01	\$66,180.27	57%
Maintenance Operations	Office Supplies	\$1,200	\$64.89	\$0.00	\$111.81	\$0.00	\$0.00	\$0.00	\$0.00	\$42.21	\$0.00	\$659.42	\$878.33	73%
Maintenance Operations	Employee Education	\$1,200	\$225.00	\$0.00	\$0.00	\$0.00	\$188.68	\$0.00	\$0.00	\$0.00	\$225.00	\$140.00	\$778.68	65%
Maintenance Operations	Uniforms	\$1,800	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$868.17	\$0.00	\$868.17	48%
Maintenance Operations	Staff Recruitment	\$300	\$0.00	\$35.00	\$0.00	\$70.00	\$0.00	\$0.00	\$70.00	\$0.00	\$0.00	\$0.00	\$175.00	58%
Maintenance Operations	Safety Equip/Supplies	\$1,400	\$337.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$337.42	24%
Maintenance Operations	Maintenance Payroll	\$180,000	\$14,013.80	\$14,013.80	\$21,020.70	\$14,013.80	\$14,013.80	\$14,094.56	\$14,175.32	\$14,175.32	\$21,262.98	\$14,175.32	\$154,959.40	86%
Maintenance Operations	Pool Tech	\$69,000	\$3,076.94	\$3,076.94	\$4,615.41	\$2,150.01	\$0.00	\$0.00	\$588.46	\$2,942.30	\$5,492.30	\$3,923.08	\$25,865.44	37%
Maintenance Operations	Payroll Taxes	\$15,000	\$1,409.78	\$1,332.36	\$1,839.97	\$1,220.12	\$1,251.06	\$1,311.61	\$1,326.58	\$1,302.14	\$1,846.92	\$1,200.44	\$14,040.98	94%
Maintenance Operations	Computer/Software	\$1,400	\$0.00	\$1,037.76	\$0.00	\$0.00	\$0.00	\$128.63	\$0.00	\$0.00	\$0.00	\$0.00	\$1,166.39	83%
Maintenance Operations	Tools/Supplies	\$5,000	\$1,217.44	\$372.14	\$386.76	\$0.00	\$1,347.71	\$0.00	\$0.00	\$0.00	\$552.55	\$0.00	\$3,876.60	78%
Maintenance Operations	Office Furniture	\$600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations Total		\$276,900	\$20,345.27	\$19,868.00	\$27,974.65	\$17,453.93	\$16,801.25	\$15,534.80	\$16,160.36	\$18,461.97	\$30,247.92	\$20,098.26	\$202,946.41	73%
HOA Operations	Office Supplies	\$9,000	\$1,648.12	\$188.60	\$532.83	\$42.57	\$119.74	\$212.63	\$517.52	\$634.13	\$63.03	\$908.33	\$4,867.50	54%
HOA Operations	Equip & Maintenance	\$15,000	\$401.41	\$151.46	\$1,208.92	\$617.91	\$151.46	\$116.35	\$515.33	\$755.12	\$5,110.94	\$948.43	\$9,977.33	67%
HOA Operations	HOA Owned Vehicle Expens	\$8,000	\$177.22	\$1,350.86	\$219.01	\$304.52	\$86.41	\$99.06	\$223.92	\$107.28	\$56.58	\$103.25	\$2,728.11	34%
HOA Operations	Postage	\$18,000	\$3,619.56	\$2,454.12	\$592.30	\$806.90	\$342.38	\$3,405.78	\$2,513.83	\$397.33	\$681.76	\$418.19	\$15,232.15	85%
HOA Operations	Web Operations	\$3,000	\$20.47	\$955.54	\$0.00	\$146.11	\$23.03	\$85.07	\$55.83	\$59.53	\$61.20	\$28.71	\$1,435.49	48%
HOA Operations	Printing	\$3,000	\$405.94	\$0.00	\$0.00	\$0.00	\$1,250.29	\$2,061.01	\$0.00	\$144.38	\$143.95	\$433.00	\$4,438.57	148%
HOA Operations	HOA Meetings	\$5,000	\$3,575.70	\$0.00	\$757.25	\$127.92	\$144.26	\$74.57	\$255.84	\$127.92	\$127.92	\$127.92	\$5,319.30	106%
HOA Operations	Deed Restrictions	\$5,000	\$708.56	\$90.00	\$0.00	\$708.56	\$0.00	\$0.00	\$719.45	\$0.00	\$0.00	\$719.45	\$2,946.02	59%
HOA Operations	HOA Special Events	\$30,000	\$0.00	\$1,520.96	\$886.72	\$683.43	\$0.00	\$3,736.70	\$1,173.80	\$0.00	\$6,748.51	\$4,125.78	\$18,875.90	63%
HOA Operations	Professional Fees	\$2,000	\$0.00	\$139.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$139.00	7%
HOA Operations Total		\$98,000	\$10,556.98	\$6,850.54	\$4,197.03	\$3,437.92	\$2,117.57	\$9,791.17	\$5,975.52	\$2,225.69	\$12,993.89	\$7,813.06	\$65,959.37	67%
Financial Management	Management Services	\$115,000	\$9,276.30	\$9,276.30	\$9,276.30	\$9,276.30	\$9,276.30	\$9,276.30	\$9,276.30	\$9,276.30	\$9,276.30	\$9,276.30	\$92,763.00	81%
Financial Management	Resale Certificate	\$17,500	\$650.00	\$850.00	\$1,100.00	\$1,250.00	\$1,300.00	\$1,100.00	\$1,000.00	\$900.00	\$950.00	\$750.00	\$9,850.00	56%
Financial Management	Lien Filing Administrative Fe	\$2,500	\$104.00	\$0.00	\$1,110.00	\$104.00	\$26.00	\$234.00	\$156.00	\$26.00	\$0.00	\$0.00	\$1,760.00	70%
Financial Management	Bank Fees	\$38,000	\$3,178.95	-\$1,876.69	\$10,458.78	\$8,885.74	\$2,849.48	\$6,182.36	-\$401.73	\$14,937.07	\$9,197.67	\$3,228.44	\$56,640.07	149%
Financial Management	CPA/Audit	\$8,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	100%

Total Capital Budget Projects	\$890,100.00	\$442,251.09
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Grand Total Expenses	\$5,678,950.00	
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Circle C Landscape

Board Report

Nov-22

Weather

General: Much cooler than usual
Intermittent Rainfall

Rainfall Total: about .75 inch
Temperature: 34-85 degrees
Major Events: no major events

Drought Status: Sever to Extreme drought continues

Maintenance General:

Mowing rotation on all areas

Weeding: Bed weeding rotation ongoing

Trimming: Ongoing and scheduled

Mulching: Ongoing and scheduled

Outlying Area Filter Pond, CCCC weedeated, trash removed
Outlying mail centers cleaned and weed-eated

Outlying greenbelts scheuduled for December
Circle C Metropolitan Park schedulued for December

Irrigation

Irrigation is OFF
Irrigation was turned off in most locations this past week.
Irrigation in recent plantings on as necessary

Preparing for City of Austin
Irrigation Inspections for seven areas

General Repairs throughout

City of Austin Irrigation Inspection Prep

Trees Major canopy lift on Escarpment, north of LaCrosse median
Major canopy lift on Escarpment, north of Slaughter

Decorative trees in both medians major prune

Damage

For accident at Barstow/Hillside Terrace. Fence repair people hit mainline, mainline was located in homeowners back yard
Mainline capped and removed from back yard, scheduled for repair

Avana at SH 45
Damage to entry wall and entry landscape
Damaged plants removed, irrigation check performed

Holiday Lights

all holiday lights installed, and turned on for Thanksgiving
Circle C Community Center, Coordinated with Karen on additional lights/décor

Landscape Plantings

Installed new plants in Avana at Trissino Circle, median at Padua,
Trissino past Cricoli
Installed wildflowers in Avana natural beds throughout

Construction

Escarpment at Fire Station

Wire tracking for wires cut by Verizon

Still working on this

Slaughter at Beckett

No water to first median east of Beckett due to construction

LaCrosse Mopac West

No water to median due to construction

Renovation of front area needed

LaCrosse MoPac East

Renovation of front area needed

Irrigation repair needed

Circle C Aquatics

October-22

Fall/Winter Operations

Facility Usage	Swim Center		Community Center		Avaña		Greyrock		Total	
	Oct-22	YTD	Oct-22	YTD	Oct-22	YTD	Oct-22	YTD	Oct-22	YTD
Resident Entries	1,859	36,075	0	14,513	0	11,933	0	64,342	1,859	66,201
Unique Residents	618	5,167	0	4,361	0	2,767	0	837	618	7,089
Unique Households	348	1,852	0	1,432	0	913	0	277	348	2,387
Guest Entries	60	1,884	0	1,722	0	893	0	4,348	60	4,408
Other Entries	1,568	16,394		0		0		14,826	1,568	16,394
Average Hourly Count	22									
Average % of Capacity	9%									
Max Hourly Count	90									
Total Entries	3,487	54,353	0	16,235	0	12,826	0	83,516	3,487	87,003

Incidents	Swim Center		Community Center		Avaña		Greyrock		Total	
	Oct-22	YTD	Oct-22	YTD	Oct-22	YTD	Oct-22	YTD	Oct-22	YTD
Water Rescues	0	5	0	2	0	0	0	0	0	7
First Aid Responses	1	27	0	21	0	7	0	5	1	60
Sudden Illness Treatments	0	5	0	3	0	0	0	0	0	8
Patron Behavior Incidents	0	5	0	1	0	4	0	2	0	12
Biohazard Cleanups	0	5	0	17	0	3	0	1	0	26
Suspensions/Expulsions	0	0	0	0	0	2	0	1	0	3
EMS/911 Callouts	0	2	0	0	0	0	0	0	0	2
Total Incidents	1	41	0	26	0	10	0	7	1	84
Incident per Entry Ratio	0.03%	0.08%		0.16%		0.08%		0.01%	0.03%	0.10%

Revenue	Oct-22	YTD
Aquatics Programs	\$ 1,019.00	\$ 76,303.05
Swim Team	\$ 17,727.50	\$ 153,980.00
Guest Fees	\$ 58.00	\$ 11,046.00
Area Reservations	\$ -	\$ 2,900.00
Facility Rentals	\$ -	\$ 1,200.00
Lane Rentals	\$ -	\$ 17,417.16
Other Facility Income	\$ 282.17	\$ 4,399.74
Total Aquatics Revenue	\$ 19,086.67	\$ 267,245.95

Programs	Oct-22
Select Swim Team	105
Masters Swimming	0
Group Swim Lessons	0
Private Swim Lessons	53
Water Aerobics	12
Certification Courses	0
WSI Course	0
Total Participants	170

Reservations & Rentals	Oct-22	YTD
Area Reservations	0	28
Facility Rentals	0	6
Lap Lane Reservations	0	801
Total Reservations	0	835

Aquatics Staffing	Oct-22
Lifeguards/Head Guards	57
Front Desk Staff	11
Instructors/Coaches	7
Total Staff	75

Resident Stats	Individuals	Households	Members / Household
Homeowners	17,577	5,520	3.18
Renters	1,447	418	3.46
New Memberships	103	44	
Totals	19,024	5,938	3.20

Circle C HOA
Maintenance Report for Board November 2022
Prepared by Robert Bardeleben -Facilities Director

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Cleaning and Maintenance have been completed
- Minor Equipment and Facility Repairs Made

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
- Basketball Court is Scheduled for Surfacing/Painting in November
- Lighting/electrical issues on Escarpment between the Bridge and Slaughter have been repaired
- Lighting/Electrical issues on Slaughter Lane West of Escarpment have been repaired
- Removed minor graffiti throughout the neighborhood.
- Repaired a couple of bollard lights on Escarpment that were vandalized
- Repaired electrical outlets where needed throughout neighborhood for Christmas Lights

AVANA AMENITIES CENTER

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

GREY ROCK AMENITIES CENTER

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

PERSONAL LETTER

To: Circle C Homeowner's Association Board of Directors

From: Charles Shorter

Date: November 28, 2022

Re: Dissenting Recommendation - Swim at Your Own Risk Policy

CC: (1) CCHOA Board; (2) Circle C Pool Committee: Brad Barnhill, Danielle Bouffard Morin, Jen Lee, Steven Gonzalez

Four of the five active members of the CCHOA Pool Committee voted in favor of a “swim at your own risk” policy at the Grey Rock and Avaña pools. I write this letter in dissent of the majority recommendation.

With four pools in the CCHOA, there is modest hardship to families when their nearest pool is closed. The longest distance between our pools is 3.5 miles. Travel time is 6-10 minutes. We are fortunate to have an abundance of resources in the community. Young children are the most susceptible to drowning. Putting our youngest lives at risk, by removing lifeguards to increase pool access, feels counterintuitive in a community where we have many outstanding alternatives.

Application of “swim at your own risk” as a policy in neighboring communities was an influential factor in the recommendation of the Committee. However, there was no efficient way for the Committee to know if these communities implemented this policy out of informed choice or because they did not have the financial/human resources to have regularly scheduled lifeguards.

In addition, while the Committee was diligent in its review of available data, we nonetheless reviewed an incomplete data set. Notably, the Committee did not watch videos of swimmers being saved by lifeguards in our pools. Finally:

- Individuals most at risk for drowning, children 4 and younger; young men ages 14-18, are a population we have in abundance in Circle C
- Drowning is silent, many of our residents don't know how quiet and difficult it is to detect drowning
- Even for the most diligent, distractions are constant: a call; a text; a tweet; another sibling; a friend stopping to talk; the sun in your eyes; ...
- No safety measure is 100% effective. Seat belts do not prevent all automotive fatalities, but they work. Lifeguards are not infallible, but they are proven to save lives
- A majority of our residents are not trained in emergency rescue

For all of the above reasons, I am, without reservation, against recommending, “swim at your own risk”.

Very respectfully,

Charles Shorter

To: Circle C Homeowner's Association Board of Directors (CCHOA Board)

From: Circle C Pool Committee

Date: November 28, 2022

Re: Swim at your own risk

CC: (1) CCHOA Board; (2) Circle C Pool Committee Board Liaison- David Lachance; (3) Circle C Pool Committee- Chuck Shorter (Chair), Brad Barnhill, Danielle Bouffard Morin, Steven Gonzalez, Jen Lee (one member withdrew)

On July 27, 2022, the Circle C HOA (CCHOA) Board approved the reinstatement of the Circle C Pool Committee and appointed six (6) Circle C residents. Per the CCHOA, this Pool Committee was "charged to research and report to the Board the feasibility and cost of operating CCHOA's swimming pools without lifeguards," and met regularly the past four (4) months to discuss the possibility of "swim at your own risk" HOA pools. Specifically, the Pool Committee met, officially, three (3) times. Karen Hibspshman, the CCHOA Manger, was present at all meetings to provide guidance and feedback. Pool Committee meetings took place in person or virtually.

Regarding the first priority, or the feasibility of "swim your own risk," it was determined at the first Pool Committee meeting on August 17 that the Grey Rock and Avaña pools are the only two CCHOA pools eligible for "swim at your own risk" because they do not have slides or other recreational structures. The Committee reviewed and discussed risks and benefits associated with "swim at your own risk" and lifeguards, including videos of children under water at CCHOA pools, ages of concern for water safety, the efficacy of proposed safety measures such as lifeguards, informed consent, key FOB-only entrance.

Regarding the second priority, the cost of operating CCHOA, insurance costs for "swim at your own risk" pools were discussed at the first meeting on August 17, and Karen reported that "swim at own risk" insurance coverage would not be a barrier in terms of cost or processes.

To quantitatively measure the pool access preferences of CCHOA residents, the Pool Committee completed two assessments. First, Committee member, Jen Lee, with the assistance of other CCHOA residents, posted a petition on Moveon.org to assess the number of Circle C residents who preferred a "swim at own risk" option for CCHOA pools (see Appendix A). As shown in Table 1, Row 1, 702 CCHOA residents endorsed the petition, indicating they wish to have access to the pools without a lifeguard present. Table 1. Swim at own risk poll results from the Circle C: (1) petition on Moveon.org; (2) Grey Rock Facebook website; and (3) Circle C Facebook website. Second, the CCHOA Pool Committee posted a Facebook survey to assess the number of residents who favor or do not favor "swim at own risk" in Grey Rock and Avaña pools (see Appendix B). As shown in Table 1, rows 2 and 3, 100% (n = 131) of Grey Rock respondents, and 87% (n = 411) of Circle C respondents favor the "swim at own risk" option for Avaña and Grey Rock pools. Please note that, while the Moveon.org petition controlled for duplicate responses from the same individual, the Facebook petitions did not control for duplicate responses. However, since the initial Moveon.org petition found that 702 individuals uniquely endorsed the "swim at own risk" poll, and this is a higher sample size than the

Facebook poll (n = 604), it is reasonable to infer that the Facebook poll did not include many, if any, duplicate responses from the same individual(s).

Table 1. Swim at own risk poll results from the Circle C: (1) petition on Moveon.org; (2) Grey Rock Facebook website; and (3) Circle C Facebook website.

Data source	Dates of poll	Sample size	Number of votes for "Favors swim at your own risk"	Number of votes for "Does not favor swim at your own risk"
1. Moveon.org petition via Circle C and Grey Rock Facebook pages (and sharing among residents)	5/7/2022 to 7/18/2022	702	702 (100%)	N/A
2. Grey Rock Facebook page	10/13/22 to 11/10/22	131	131 (100%)	0 (0%)
3. Circle C Facebook page	10/13/22 to 11/10/22	473	411 (87%)	62 (13%)
Overall mean for Circle C and Grey Rock Facebook pages		604	542 (90%)	62 (10%)

Overall, the results of the CCHOA Pool Committee data suggest that the majority of CCHOA residents who voted prefer a "swim at own risk" option for Avaña and Grey Rock. Indeed, "swim at own risk" is implemented by neighboring HOAs, providing CCHOA many examples of successful methods for implementing a "swim at own risk" policy at the Grey Rock and Avaña pools (see APPENDIX C for sample).

After careful deliberation, the Pool Committee, by a vote of 4 "in favor" and "1 against", recommends the implementation of swim at your own risk policies at the qualifying Circle C Ranch pools.

Appendix A: Circle C and Grey Rock Move.org petition results (as of 11/10/2022)

TO: Circle C Board, HOA, c/o Karen

Let Circle C Residents Use the Pools they Pay to Use

CR Campaign created by
Circle C Residents 



We, the Residents of Circle C, request that the Circle C Board, Homeowners Association, and/or any individuals involved in Circle C pool-related access decisions, grant Circle C Residents access to all Circle C Pools via a "swim at your own risk policy" (lifeguards not required and/or on duty). Suggested steps to give Residents a choice in pool-related rules may include creation of a Pool Committee.

Why is this important?

The Circle C Residents pay HOA dues toward daily, consistent use of all Circle C pools, a posted benefit of living in the Circle C community. Whereas neighboring communities afford dues-paying HOA residents consistent access to pools, in part for heat-related safety, Circle C Residents expect that, as dues-paying Residents, they can regularly access the Circle C Pools.



You have signed this petition.
[Not Jennifer and Chris L.? Log out to sign the petition.](#)

702 OF 800
SIGNATURES



Sony C. signed 07-18-2022 Emily H. signed 07-15-2022 Sammie T. signed 07-15-2022

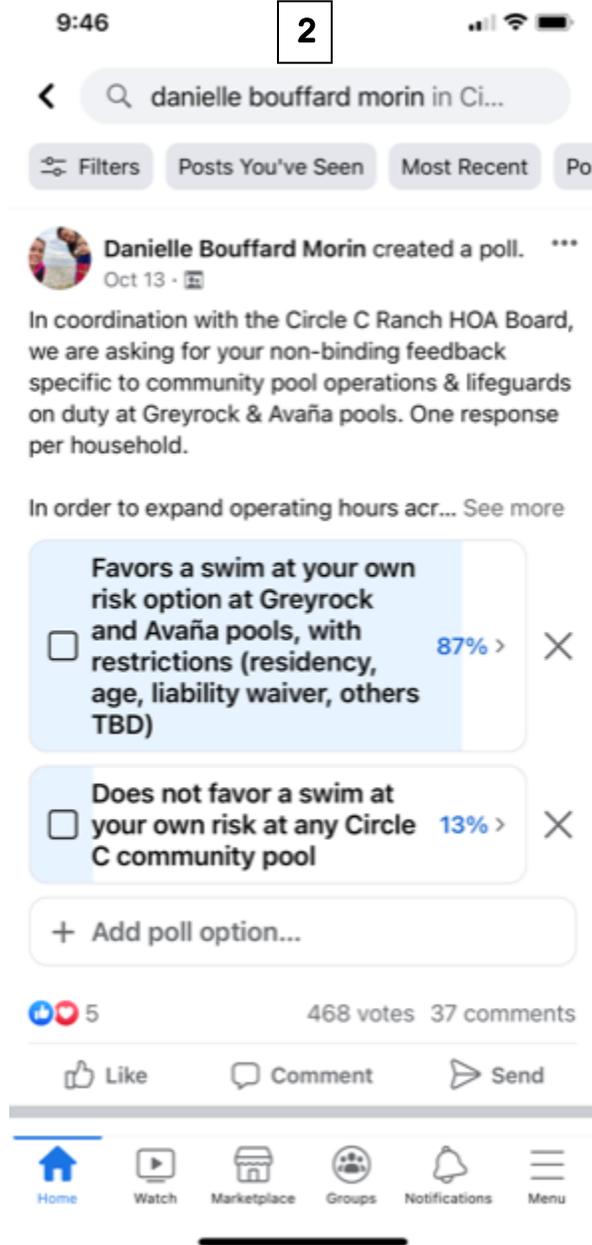
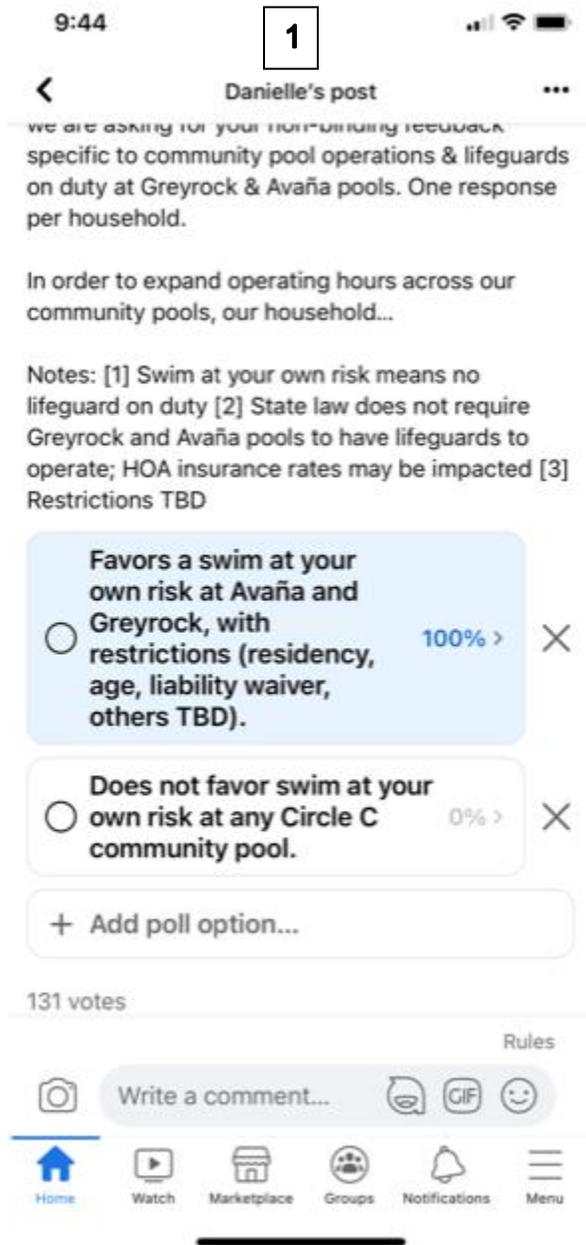
Increase your impact by asking your friends and family to sign.

-  [Share on Facebook](#)
-  [Share on Twitter](#)
-  [Share via Email](#)

Tell others why you signed

[SAVE](#)

Appendix B: (1) Grey Rock; and (2) Circle C Facebook poll results (as of 11/10/2022)



*Note- the sample size in Table 1 is 473 (not 468, as shown in (b) above because the five (5) Pool Committee Members cast their vote last, after the poll results were collected from Facebook.

APPENDIX C: Sample "swim at your own risk" pool rules from Belterra

BELTERRA COMMUNITY ASSOCIATION, INC. PARTICIPANT WAIVER

This Participant Waiver (this "Waiver") is made by the undersigned participant ("Participant"), the undersigned Guardian (as applicable), and Belterra Community Association, Inc. (the "Association"). In consideration of the right to use and enjoy the common area amenities of Belterra, including without limitation the recreation center/clubhouse, fitness center, pool, green space, fields, play structures, Common Area and other fixtures, amenities, and facilities at Belterra (collectively, the "Association Facilities"), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Participant, Participant agrees to the following terms and conditions:

1. Participant acknowledges the inherent risks involved in the use of the Association Facilities, including but not limited to bodily injury, sickness, disease, and death. Participant also acknowledges that use of the Association Facilities is potentially dangerous and that the type of injury or damage described above can occur when using the Association Facilities. Participant shall comply (and shall cause any guests, invitees, or licensees of Participant to comply) with the Association's rules, regulations, guidelines, policies, and restrictions governing Participant's (and Participant's guests', invitees', and licensees') use of the Association Facilities.

2. PARTICIPANT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, DEATH, DAMAGE TO OR LOSS OF REAL OR PERSONAL PROPERTY, AND MONEY DAMAGES (COLLECTIVELY, "DAMAGE"), SUSTAINED BY PARTICIPANT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO PARTICIPANT'S (OR PARTICIPANT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE ASSOCIATION FACILITIES. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR ATTORNEYS, (COLLECTIVELY, THE "RELEASED PARTIES") WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

3. PARTICIPANT ACKNOWLEDGES THAT IT IS PARTICIPANT'S (AND PARTICIPANT'S GUESTS', INVITEES', AND LICENSEES') RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE ENGAGING IN PHYSICAL ACTIVITY. PARTICIPANT ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION INTO PARTICIPANT'S (OR PARTICIPANT'S GUESTS', INVITEES', OR LICENSEES') PHYSICAL CONDITION OR ABILITY TO ENGAGE IN PHYSICAL ACTIVITY. FURTHERMORE, PARTICIPANT ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION AS TO WHETHER PARTICIPANT OR PARTICIPANT'S GUESTS, INVITEES, OR LICENSEES ARE IN AN APPROPRIATE PHYSICAL CONDITION, OR HAVE THE APPROPRIATE ABILITY, TO USE THE ASSOCIATION FACILITIES. PARTICIPANT REPRESENTS AND WARRANTS TO THE RELEASED PARTIES THAT PARTICIPANT AND ANY OF PARTICIPANT'S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY FIT AND PHYSICALLY ABLE TO USE THE ASSOCIATION

FACILITIES AND ENGAGE IN PHYSICAL ACTIVITIES IN THE ASSOCIATION FACILITIES.

4. ON BEHALF OF PARTICIPANT AND PARTICIPANT'S SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS, PARTICIPANT HEREBY WAIVES AND RELEASES, AND SHALL HOLD HARMLESS, THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGE, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, LIABILITIES, DEBTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS' FEES) OF ANY KIND (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO PARTICIPANT'S PRESENCE IN OR USE OF THE ASSOCIATION FACILITIES. SUCH WAIVER, RELEASE, AND COVENANT TO HOLD HARMLESS INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES. PARTICIPANT WAIVER PAGE 2 OF 25. PARTICIPANT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES FOR AND AGAINST ALL CLAIMS BROUGHT BY ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION ANY GUESTS, INVITEES, OR LICENSEES OF PARTICIPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO PARTICIPANT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITIES. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

Participant acknowledges that Participant has read and understands this Participant Waiver, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Participant's use of the Association Facilities. Participant knowingly and voluntarily agrees to the terms and conditions stated above.

oniowaandgohawks@gmail.com (not shared) [Switch account](#)

* Required

FIRST AND LAST NAME OF PRIMARY HOMEOWNER:*

Your answer

Do you own or rent the home?*

OWN
RENT

If you checked rent on the previous question, please list Tenant Name/Contact:

Your answer

PROPERTY ADDRESS:*

Your answer

EMAIL ADDRESS:*

Your answer

PHONE NUMBER:*

Your answer

KEY FOB #(s):

Please separate multiple key fob

numbers by comma. If you do not have a key fob, please note.*

Your answer

By selecting the YES box, you agree to comply with the Participant Waiver:*

YES

NO

Submit

Clear form

Circle C Homeowners Association
2023 Annual Meeting
March 22, 2023
6:30pm, Circle C Community Center (In person and via Zoom)

Agenda

- I. Welcome and Introduction – (Stephen Bega)
- II. Establish a quorum & call meeting to order - (Stephen Bega)
- III. Approval of 2022 Annual Meeting minutes – (Trinh Bartlett)
- IV. Election of 2 CCHOA Directors – (Stephen Bega)
- V. Announcement of 2023-2024 Nominating Committee – (Stephen Bega)
- VI. Financial Review - (David Lachance)
- VII. Volunteer Recognition – (Stephen Bega)
- VIII. Austin Police Department Q&A (?) or have Paige Ellis join
- IX. Open Forum

Handouts:
2022 Annual Meeting Minutes
2022 Income and Expense Report (Unaudited)
2023 Budget
2023 Ballot

Circle C Homeowners Association
March 22, 2023
Annual Meeting

The undersigned Vice President of the Circle C Homeowners Association hereby calls the Annual Meeting of the Association to be held **Wednesday, March 22, 2023 at 6:30pm** at 7817 La Crosse Ave or via Zoom. The link to the meeting is <https://us02web.zoom.us/j/88985436472?pwd=dUZPUFJtQWlwb0s4bG9iYnpRb3JKZz09>. The agenda has been posted on the CCHOA website at www.circlecranch.com

THERE ARE SEVERAL WAYS TO VOTE!

- Return the 2023 Board of Directors Election Absentee Ballot and Proxy below when you pay your annual assessment by March 16, 2023 **OR**
- Turn in your absentee ballot or proxy to the CCHOA office (7817 La Crosse Avenue) by 3:00pm on March 16, 2023 **OR**
- Vote online through the website at www.circlecranch.com. To vote online, you will need your **“unique code”** which can be found on the front of your assessment statement or by calling the financial office at 512-451-9901. **Your unique code is for online voting purposes only, it is NOT your account number for paying assessments.**

If you would like to obtain more information on each candidate, please visit the CCHOA website at www.circlecranch.com, where you can view each candidate’s questionnaire.

Trinh Bartlett, Secretary

YOU MUST SIGN YOUR ABSENTEE BALLOT OR PROXY BELOW IN ORDER FOR IT TO BE VALID.

State law also requires that we provide the following notice: **“By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail”.**

At this time, the Board Election is the only item requiring a vote on the agenda.

YOU MUST SIGN YOUR ABSENTEE BALLOT OR PROXY BELOW IN ORDER FOR IT TO BE VALID.

Please select **TWO** candidates from the names listed below **OR** write in a candidate of your choice. A total of two votes may be cast.

_____ _____ _____ _____ _____

Write-In Candidate

Write-In Candidate

OR INSTEAD OF CASTING VOTES, GRANT YOUR PROXY TO:

(Name AND address of CCHOA member in good standing being granted proxy) *****PLEASE PRINT*****

- For quorum purposes only For quorum and to vote for nominees to the Board of Directors

Your Signature

Date

Draft Operational Budget 2023

Draft 2023 CCHOA INCOME BUDGET

		2022 Income/Expense as of Oct	10% Increase on landscaping/10%	With Lifeguard increase to \$20 10% Increase on landscaping/15%	10% Increase on landscaping/15%	10% Increase on landscaping/20%
			\$814	\$814	\$814	\$814
Category	Subcategory		2023 Draft Budget - 10% Increase	2023 Draft Budget - 10% Increase	2023 Draft Budget - 10% Increase	2023 Draft Budget - 10% Increase
Homeowner Income	Homeowner Dues	\$4,073,728	\$4,470,000	\$4,470,000	\$4,470,000	\$4,470,000
Homeowner Income	Resale Certificates	\$43,650	\$30,075	\$30,075	\$30,075	\$30,075
Homeowner Income	Transfer Fees Income	\$37,995	\$55,125	\$55,125	\$55,125	\$55,125
Homeowner Income	Late Fees Collected	\$22,060	\$25,000	\$25,000	\$25,000	\$25,000
Homeowner Income	Lien Admin Fees Income	\$350	\$420	\$420	\$420	\$420
Homeowner Income	Filing Fee Income	\$1,470	\$1,680	\$1,680	\$1,680	\$1,680
Homeowner Income	NSF Charges	\$0	\$50	\$50	\$50	\$50
Homeowner Income Total		\$4,179,253	\$4,582,350	\$4,582,350	\$4,582,350	\$4,582,350
Architectural Review Income	Architectural Review Income		\$10,000	\$10,000	\$10,000	\$10,000
Architectural Review Income Total		\$14,110	\$10,000	\$10,000	\$10,000	\$10,000
Rental Income	Office Rent	\$7,486	\$9,000	\$9,000	\$9,000	\$9,000
Rental Income	Grill Rent	\$6,030	\$6,600	\$6,600	\$6,600	\$6,600
Rental Income Total		\$13,517	\$15,600	\$15,600	\$15,600	\$15,600
Aquatics Income	Group Swim Lessons	\$0	\$25,000	\$25,000	\$25,000	\$25,000
	Private Swim Lessons	\$55,101	\$25,000	\$25,000	\$25,000	\$25,000
	Classes/Clinics	\$21,202	\$10,000	\$10,000	\$10,000	\$10,000
	Contracted Programs	\$0	\$0	\$0	\$0	\$0
Aquatics Income	Pool Programs	\$76,303	\$60,000	\$60,000	\$60,000	\$60,000
	Registration Fee's	\$11,335	\$6,000	\$6,000	\$6,000	\$6,000
	Away Meet Entry Fees	\$1,690	\$2,500	\$2,500	\$2,500	\$2,500
	Memberships Due/Reg Fees	\$135,166	\$120,000	\$120,000	\$120,000	\$120,000
	Home Meet	\$5,789	\$8,000	\$8,000	\$8,000	\$8,000
Aquatics Income	Pool Programs - Swim Team	\$153,980	\$136,500	\$136,500	\$136,500	\$136,500
	Merchandise Sales	\$773	\$2,500	\$2,500	\$2,500	\$2,500
	Uniform Sales	\$3,627	\$3,000	\$3,000	\$3,000	\$3,000
	Guest Fees	\$11,046	\$10,000	\$10,000	\$10,000	\$10,000
	ID Replacement Cards	\$0	\$500	\$500	\$500	\$500
	Area Reservations)	\$2,900	\$2,000	\$2,000	\$2,000	\$2,000
	Facility Rentals	\$1,200	\$2,000	\$2,000	\$2,000	\$2,000
	Lane Rentals	\$17,417	\$15,000	\$15,000	\$15,000	\$15,000
Aquatics Income	Facility Income	\$36,962	\$35,000	\$35,000	\$35,000	\$35,000
Aquatics Income Total		\$267,245	\$231,500	\$231,500	\$231,500	\$231,500
CCCC Income	CCCC Facility rentals		\$50,000	\$50,000	\$50,000	\$50,000
CCCC Income Total		\$65,280	\$50,000	\$50,000	\$50,000	\$50,000
Landscape Reimburseme	Stratus Reimb	\$97,000	\$109,000	\$109,000	\$109,000	\$109,000

Landscape Reimbursements	COA Reimb	\$17,600		\$17,600		\$17,600		\$17,600		\$17,600
Landscape Reimbursements Total		\$114,600	\$126,600		\$126,600		\$126,600		\$126,600	
Miscellaneous	Interest Income		\$15,000		\$15,000		\$15,000		\$15,000	
Miscellaneous Total		\$9,494	\$15,000		\$15,000		\$15,000		\$15,000	
The Rowell HOA	The Rowell HOA	\$53,215	\$110,000		\$110,000		\$110,000		\$110,000	
Cove @ Circle C		\$13,848	\$15,000		\$15,000		\$15,000		\$15,000	
Grand Total		\$4,730,562	\$5,156,050		\$5,156,050		\$5,156,050		\$5,156,050	

10% Landscaping Increase 10% Landscaping Increase/Salary 10% Landscaping Increase/Salary 10% Landscaping Increase

Draft 2023 CCHOA EXPENSE BUDGET

Category	Subcategory	2023 Draft Budget - 10% Increase		2023 Draft Budget - 10% Increase						
	Common Area Landscaping	\$1,144,438		\$1,510,634		\$1,510,634		\$1,510,634		\$1,510,634
	Swim Center Landscaping	\$29,248		\$38,606		\$38,606		\$38,606		\$38,606
	Community Center Landscaping	\$29,248		\$38,606		\$38,606		\$38,606		\$38,606
	Avana Swim Center Landscaping	\$20,740		\$27,376		\$27,376		\$27,376		\$27,376
	GreyRock Landscaping	\$20,740		\$27,376		\$27,376		\$27,376		\$27,376
	Common Area Holiday Lighting	\$0		\$53,116		\$53,116		\$53,116		\$53,116
Commons Area Services	Landscape Maint Contract		\$1,695,714		\$1,695,714		\$1,695,714		\$1,695,714	
Commons Area Services	Landscape Repairs	\$149,371	\$140,000		\$140,000		\$140,000		\$140,000	
Commons Area Services	Landscape Water Utilities	\$227,070	\$255,000		\$255,000		\$255,000		\$255,000	
Common Area Services	COA Water Utility Compliance	\$5,105	\$8,000		\$8,000		\$8,000		\$8,000	
Commons Area Services	Landscape Electric Utilities	\$26,824	\$36,000		\$36,000		\$36,000		\$36,000	
Common Area Services	Tree Care	\$68,231	\$75,000		\$75,000		\$75,000		\$75,000	
Commons Area Services	Fence Repairs & Maint	\$3,298	\$8,000		\$8,000		\$8,000		\$8,000	
Commons Area Services	Electrical Repairs & Maint	\$2,054	\$12,000		\$12,000		\$12,000		\$12,000	
Common Area Services	Neighborhood Maint & Repair	\$10,667	\$24,000		\$24,000		\$24,000		\$24,000	
Common Area Services	Non Contract Maintenance	\$12,523	\$20,000		\$20,000		\$20,000		\$20,000	
Commons Area Services Total		\$1,749,557	\$2,273,714		\$2,273,714		\$2,273,714		\$2,273,714	
	Office Supplies	\$11,916		\$32,000		\$32,000		\$32,000		\$32,000
	Employee Education & Skills Enhancement	\$413		\$8,500		\$8,500		\$8,500		\$8,500
	Staff Uniforms	\$3,333		\$9,500		\$9,500		\$9,500		\$9,500
	Staff Recruitment & Hiring	\$851		\$1,500		\$1,500		\$1,500		\$1,500
	Retail Merchandise	\$0		\$3,500		\$3,500		\$3,500		\$3,500
	ARC Program Fees	\$6,936		\$10,000		\$10,000		\$10,000		\$10,000
Aquatics Facilities	Administrative	\$23,450	\$65,000		\$65,000		\$65,000		\$65,000	
	Safety Equip & Supplies	\$10,165		\$15,000		\$15,000		\$15,000		\$15,000
	Program Equip & Supplies	\$3,594		\$5,000		\$5,000		\$5,000		\$5,000
	Pool Supplies	\$2,914		\$7,500		\$7,500		\$7,500		\$7,500
Aquatics Facilities	Supplies - Pool	\$16,674	\$27,500		\$27,500		\$27,500		\$27,500	
	SC	\$33,115		\$50,000		\$50,000		\$50,000		\$50,000
	CC	\$12,128		\$20,000		\$20,000		\$20,000		\$20,000

	Avana	\$9,596		\$17,000		\$17,000		\$17,000		\$17,000
	Greyrock	\$3,492		\$8,000		\$8,000		\$8,000		\$8,000
Aquatics Facilities	Supplies - Chemicals	\$58,333	\$95,000		\$95,000		\$95,000		\$95,000	
	USA Swimming Registration	\$3,318		\$2,000		\$2,000		\$2,000		\$2,000
	Coach Training	\$882		\$2,000		\$2,000		\$2,000		\$2,000
	Swim Team Supplies	\$1,178		\$4,000		\$4,000		\$4,000		\$4,000
	Meet Expenses	\$779								
	Staff Meet Expenses	\$5,384		\$7,000		\$7,000		\$7,000		\$7,000
	Home Swim Meet	\$2,069		\$4,000		\$4,000		\$4,000		\$4,000
Aquatics Facilities	Supplies & Fees - Swim Team	\$13,612	\$19,000		\$19,000		\$19,000		\$19,000	
	SC - Equipment	\$26,678		\$49,000		\$49,000		\$49,000		\$49,000
	CC - Equipment	\$5,415		\$23,000		\$23,000		\$23,000		\$23,000
	Avana - Equipment	\$3,906		\$13,000		\$13,000		\$13,000		\$13,000
	GR - Equipment	\$3,500		\$11,500		\$11,500		\$11,500		\$11,500
	SC - Pool & Deck Coatings	\$340		\$5,000		\$5,000		\$5,000		\$5,000
	CC - Pool & Deck Coatings	\$779		\$5,200		\$5,200		\$5,200		\$5,200
	Avana - Pool & Decking Coatings	\$0		\$1,500		\$1,500		\$1,500		\$1,500
	GR - Pool. & Decking Coatings	\$0		\$500		\$500		\$500		\$500
	SC - Vacuum	\$1,326		\$6,000		\$6,000		\$6,000		\$6,000
	CC - Vacuum	\$0		\$1,000		\$1,000		\$1,000		\$1,000
	Avana - Vacuum	\$525		\$650		\$650		\$650		\$650
	GR - Vacuum	\$0		\$650		\$650		\$650		\$650
	SC - Permits & Inspections	\$562		\$1,400		\$1,400		\$1,400		\$1,400
	CC - Permits & Inspections	\$1,367		\$6,000		\$6,000		\$6,000		\$6,000
	Avana- Permits & Inspections	\$502		\$500		\$500		\$500		\$500
	GR- Permits & Inspections	\$221		\$500		\$500		\$500		\$500
Aquatics Facilities	Maintenance - Pool	\$45,126	\$125,400		\$125,400		\$125,400		\$125,400	
	SC - Janitorial	\$4,922		\$16,000		\$16,000		\$16,000		\$16,000
	CC - Janitorial	\$608		\$1,200		\$1,200		\$1,200		\$1,200
	Avana - Janitorial	\$443		\$600		\$600		\$600		\$600
	GR - Janitorial	\$387		\$600		\$600		\$600		\$600
	SC - Fence	\$23		\$5,000		\$5,000		\$5,000		\$5,000
	CC - Fence	\$0		\$2,000		\$2,000		\$2,000		\$2,000
	Avana - Fence	\$0		\$500		\$500		\$500		\$500
	GR - Fence	\$0		\$500		\$500		\$500		\$500
	SC - Equip & Maint	\$6,625		\$10,000		\$10,000		\$10,000		\$10,000
	CC - Equip & Maint	\$994		\$3,900		\$3,900		\$3,900		\$3,900
	Avana - Equip & Maint	\$500		\$1,200		\$1,200		\$1,200		\$1,200
	GR-Equip & Maint	\$642		\$700		\$700		\$700		\$700
	SC - Supplies	\$2,733		\$3,000		\$3,000		\$3,000		\$3,000
	CC - Supplies	\$61		\$1,200		\$1,200		\$1,200		\$1,200
	Avana - Supplies	\$0		\$500		\$500		\$500		\$500
	GR - Supplies	\$53		\$400		\$400		\$400		\$400
	Playground	\$2,296		\$6,000		\$6,000		\$6,000		\$6,000
	Café Building	\$367		\$3,500		\$3,500		\$3,500		\$3,500
	Post Office Building	\$0		\$2,200		\$2,200		\$2,200		\$2,200
	Swim Center Parking Lot & Dumpster	\$16,332		\$26,000		\$26,000		\$26,000		\$26,000
	Avana Parking Lot & Dumpster	\$203		\$600		\$600		\$600		\$600
	Greyrock - Parking Lot & Dumpster	\$203		\$600		\$600		\$600		\$600

Aquatics Facilities	Maintenance - Building	\$72,679	\$86,200	\$86,200	\$86,200	\$86,200
	Aquatics Director		\$87,000	\$91,000	\$91,000	\$95,000
	Lifeguards	\$438,692	\$574,650	\$618,000	\$574,650	\$574,650
	Front Desk	\$96,033	\$114,000	\$121,000	\$114,000	\$114,000
	Aquatics Administration	\$43,412	\$110,000	\$118,000	\$110,000	\$110,000
	Payroll Taxes	\$60,009	\$65,000	\$65,000	\$65,000	\$65,000
Aquatics Facilities	Payroll - Staff	\$711,995	\$950,650	\$1,013,000	\$954,650	\$958,650
	Contract Labor					
	Private Lesson Instructor	\$23,296	\$8,000	\$10,800	\$10,800	\$8,000
	Group Lesson Instructor	\$0	\$10,000	\$13,500	\$13,500	\$10,000
	Program Instructor	\$2,807	\$10,000	\$13,500	\$13,500	\$10,000
	Lead Instructors	\$0	\$5,000	\$6,750	\$6,750	\$5,000
	Payroll Taxes	\$2,383	\$4,000	\$5,400	\$5,400	\$4,000
Aquatics Facilities	Payroll - Programming Staff	\$28,719	\$37,000	\$49,950	\$49,950	\$37,000
	Head Coach	\$50,204	\$64,000	\$66,000	\$66,000	\$69,000
	Asst. Coaches	\$23,268	\$64,000	\$67,000	\$67,000	\$70,000
	Dry Land Coach	\$244	\$3,300	\$4,100	\$4,100	\$3,300
	Payroll Taxes	\$6,664	\$7,000	\$7,500	\$7,500	\$7,500
Aquatics Facilities	Payroll - Swim Team	\$80,381	\$138,300	\$144,600	\$144,600	\$149,800
Aquatics Facilities	SC - Utilities - Water	\$20,674	\$30,000	\$30,000	\$30,000	\$30,000
	Avana - Utilities - Water	\$7,650	\$9,000	\$9,000	\$9,000	\$9,000
	GR - Utilities - Water	\$5,833	\$4,500	\$4,500	\$4,500	\$4,500
Aquatics Facilities	SC - Utilities - Electric	\$19,686	\$33,000	\$33,000	\$33,000	\$33,000
	Avana - Utilities - Electric	\$9,843	\$16,000	\$16,000	\$16,000	\$16,000
	GR - Utilities - Electric	\$4,529	\$9,000	\$9,000	\$9,000	\$9,000
Aquatics Facilities	Utilities - Natural Gas	\$25,998	\$52,000	\$52,000	\$52,000	\$52,000
Aquatics Facilities	SC - Utilities - Telephone/Internet/Cam	\$11,732	\$15,000	\$15,000	\$15,000	\$15,000
	Avana - Utilities- Telephone/Internet/C	\$4,549	\$5,000	\$5,000	\$5,000	\$5,000
	GR - Utililites - Telephone/Internet/Car	\$4,377	\$5,000	\$5,000	\$5,000	\$5,000
Aquatic Facilities Total		\$1,165,840	\$1,722,550	\$1,804,150	\$1,745,800	\$1,742,050
Circle C Community Ctr	Utilities - Water	\$7,094	\$27,000	\$27,000	\$27,000	\$27,000
Circle C Community Ctr	Utilities - Electric	\$17,611	\$26,000	\$26,000	\$26,000	\$26,000
Circle C Community Ctr	Utilities - Telephone/Internet	\$6,741	\$9,000	\$9,000	\$9,000	\$9,000
Circle C Community Ctr	Events Payroll	\$5,527	\$8,000	\$8,500	\$8,500	\$9,000
	Janitorial	\$11,257	\$24,000	\$24,000	\$24,000	\$24,000
	Supplies	\$3,651	\$6,000	\$6,000	\$6,000	\$6,000
	Parking Lot & Dumpster	\$5,022	\$8,500	\$8,500	\$8,500	\$8,500
	Equip & Maint	\$6,858	\$18,000	\$18,000	\$18,000	\$18,000
	Contract Services	\$1,378	\$3,000	\$3,000	\$3,000	\$3,000
	Permit & Inspections	\$1,036	\$2,000	\$2,000	\$2,000	\$2,000
Circle C Community Ctr	Maintenance - Building	\$29,204	\$61,500	\$61,500	\$61,500	\$61,500
Circle C Community Ctr Total		\$66,177	\$131,500	\$132,000	\$132,000	\$132,500
Maintenance Operations	Office Supplies	\$878	\$1,200	\$1,200	\$1,200	\$1,200
Maintenance Operations	Employee Education	\$778	\$1,200	\$1,200	\$1,200	\$1,200
Maintenance Operations	Uniforms	\$868	\$1,800	\$1,800	\$1,800	\$1,800
Maintenance Operations	Staff Recruitment-Hiring	\$175	\$300	\$300	\$300	\$300
Maintenance Operations	Safety Equip & Supplies	\$337	\$1,400	\$1,400	\$1,400	\$1,400

Maintenance Operations	Maintenance Payroll	\$154,959		\$212,000			\$225,000			\$225,000			\$235,000
Maintenance Operations	Pool Tech	\$25,865		\$90,000			\$95,000			\$95,000			\$100,000
Maintenance Operations	Maintenance Payroll Taxes	\$14,040		\$18,000			\$20,000			\$20,000			\$22,000
Maintenance Operations	Computers/Software	\$1,166		\$1,400			\$1,400			\$1,400			\$1,400
Maintenance Operations	Tools/Supplies	\$3,876		\$5,000			\$5,000			\$5,000			\$5,000
Maintenance Operations	Office Furniture			\$600			\$600			\$600			\$600
Maintenance Operations Total		\$202,942	\$332,900			\$352,900			\$352,900			\$369,900	
HOA Operations	Office Supplies	\$4,867		\$9,000			\$9,000			\$9,000			\$9,000
	Computers, Software & Service	\$5,579		\$9,000			\$9,000			\$9,000			\$9,000
	Cameras	\$4,398		\$6,000			\$6,000			\$6,000			\$6,000
	Furniture	\$2,733		\$3,000			\$3,000			\$3,000			\$3,000
HOA Operations	Equip/Maintenance	\$9,977		\$18,000			\$18,000			\$18,000			\$18,000
	Maintenance/Registration	\$1,505		\$3,000			\$3,000			\$3,000			\$3,000
	Gas	\$1,223		\$5,000			\$5,000			\$5,000			\$5,000
HOA Operations	HOA Owned vehicles	\$2,728		\$8,000			\$8,000			\$8,000			\$8,000
HOA Operations	Postage	\$15,232		\$20,000			\$20,000			\$20,000			\$20,000
HOA Operations	Web Operations	\$1,435		\$3,000			\$3,000			\$3,000			\$3,000
HOA Operations	Printing	\$4,438		\$5,000			\$5,000			\$5,000			\$5,000
HOA Operations	HOA Meetings	\$5,319		\$5,000			\$5,000			\$5,000			\$5,000
HOA Operations	Deed Restrictions	\$2,946		\$5,000			\$5,000			\$5,000			\$5,000
HOA Operations	HOA Special Events	\$18,875		\$45,000			\$45,000			\$45,000			\$45,000
HOA Operations	Professional Fees (Consulting)	\$139		\$2,000			\$2,000			\$2,000			\$2,000
	Reserve Study Update			\$5,500			\$5,500			\$5,500			\$5,500
HOA Operations Total		\$81,394	\$125,500			\$125,500			\$125,500			\$125,500	
Financial Management	Management Services	\$92,763		\$115,000			\$115,000			\$115,000			\$115,000
Financial Management	Resale Certificate	\$9,850		\$13,350			\$13,350			\$13,350			\$13,350
Financial Management	Lien Filing Administrative Fees	\$1,760		\$4,500			\$4,500			\$4,500			\$4,500
Financial Management	Bank Fees/Credit Card Fees	\$56,640		\$40,000			\$40,000			\$40,000			\$40,000
Financial Management	CPA/Audit	\$8,000		\$10,000			\$10,000			\$10,000			\$10,000
Financial Management Total		\$169,013	\$182,850			\$182,850			\$182,850			\$182,850	
HOA Management	Management Payroll	\$140,567		\$212,000			\$225,000			\$225,000			\$231,000
HOA Management	Management Payroll Taxes	\$13,232		\$18,000			\$20,000			\$20,000			\$22,000
HOA Management	Mileage Reimbursement	\$3,619		\$6,000			\$6,000			\$6,000			\$6,000
HOA Management	Health Insurance	\$37,755		\$60,000			\$60,000			\$60,000			\$60,000
HOA Management	Cont Ed & Skills Enhancement			\$2,000			\$2,000			\$2,000			\$2,000
HOA Management Total		\$195,173	\$298,000			\$313,000			\$313,000			\$321,000	
Architectural Review Exp	Architectural Review Expenses			\$8,000			\$8,000			\$8,000			\$8,000
Architectural Review Expenses Total		\$12,062	\$8,000			\$8,000			\$8,000			\$8,000	
Legal Services	Legal Services			\$20,000			\$20,000			\$20,000			\$20,000
Legal Services Total		\$4,755	\$20,000			\$20,000			\$20,000			\$20,000	
Taxes	Property			\$5,500			\$5,500			\$5,500			\$5,500

Taxes Total	\$116	\$5,500		\$5,500		\$5,500		\$5,500	
Insurance	General, Property, Boiler & Auto, Umb	\$65,771	\$85,500	\$85,500	\$85,500	\$85,500	\$85,500	\$85,500	\$85,500
Insurance	HOA Owned Vehicles	\$4,218	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Insurance	D & O Insurance	\$10,895	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Insurance	Worker's Comp	\$15,745	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000
Insurance Total		\$96,629	\$119,500	\$119,500	\$119,500	\$119,500	\$119,500	\$119,500	\$119,500
Community Enhancemen Donations		\$450	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Community Enhancemen Association Memberships		\$214	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Community Enhancement Total		\$615	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Reserve Transfer									
Reserve Transfer Total		\$215,380	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total		\$3,863,024	\$5,223,014	\$5,340,114	\$5,281,764	\$5,303,514	\$5,303,514	\$5,303,514	\$5,303,514
Difference			-\$66,964	-\$184,064	-\$125,714	-\$147,464	-\$147,464	-\$147,464	-\$147,464

Exhibit A

Expected Reserve Expenditures and Capital Improvement for 2023

	2023	
SC-Pool Covers	\$8,000	
SC - Lane Lines	\$10,000	
SC - Lounge Chairs	\$2,000	
SC - Partial Replacement of Benches/Tables	\$12,000	
CC- Lounge Chairs	\$2,500	
CC - Rfinish Splash Pad Features \$4,500 from 2022 Budget	\$4,500	
Splash Pad Surface/Bollard Repair	\$6,000	
CC- 2 Sewage Grinder Pumps	\$12,000	
CC - Replace Rails/Repair Decking	\$4,000	
SC -AC Replacement	\$12,000	
Node Clock Replacement	\$75,000	
Rock Work	\$25,000	
Plant Replacement		
Escarpment Project	\$500,000	
CCN Improvement	\$200,000	
Construction Repairs	\$50,000	
Total	\$923,000	

N- Needed

R - Recommended

LEASE

Basic Terms

Date: November 30, 2022

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, 2023

Termination Date: December 31, 2023

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: Stephen Bega

Title: CCHOA Vice President

Date: _____

CIRCLE C LANDSCAPING, LLC

By: _____

Printed Name: Kyle Hoover

Title: Circle C Landscape, LLC President

Date: _____

LEASE

Basic Terms

Date: November 30, 2022

Landlord: Circle C Homeowners Association, Inc.

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

Tenant:

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): 24, with option to renew for a period up to 24 further calendar months

Commencement Date: Jan 1, 2023

Termination Date: December 31, 2024

Base Rent (monthly): \$525.30

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

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

Definitions

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

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

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

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

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

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises, and obtain and maintain all necessary permits legally to operate the Cafe.
4. Deliver to the Landlord, on request, accounting records, sales tax receipts, or other documentation reasonably satisfactory to Landlord that establishes the amount of Gross Sales, and allow Landlord the right to inspect Tenant's documents concerning same. Landlord may appoint an agent to review and inspect such documents and make a report concerning such review. Because such documents contain confidential and non-public information concerning Tenant's business, Tenant's documents shall remain the property of Tenant and shall not become records or documents belonging to Landlord. Neither Tenant's documents nor any report or summary made by Landlord or its representative shall be considered books, papers or records of Landlord that are subject to inspection by members of Circle C Homeowners Association, Inc.
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 one (1) business day 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 grill/food services to the public during the recreational open hours of the pool
- 15. 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. Unless otherwise agreed in writing by the parties, the 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. Unless otherwise agreed in writing by the parties, the 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.
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.
7. If Landlord decides to contract with a third party to provide seasonal food service at the Community Center located at 7817 La Crosse Ave, Landlord shall provide Tenant at least 15 days' notice and opportunity to bid before accepting a contract from a third party for such service. Landlord retains the right to consider all factors that it deems relevant in awarding a contract, including price, menu, reputation, and past experience with the bidder.
8. Landlord will provide space (up to one half page) in its community newsletter, free of charge, for Tenant to advertise food and drink menus and specials, and special events relating to food service at the Premises. Landlord retains the right to exercise editorial discretion over the contents of Tenant's advertising in the community newsletter.

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 Tenant and may be removed by the Tenant so long as the removal of said property is executed in a way to bring the Premises back to the condition it was prior to the alteration being made. 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 no defaulting 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. *Renewal of Lease.* Prior to the Termination date, and upon providing at least 30 calendar days' notice in writing, the Tenant has the option to renew the lease, on the same contractual terms, for a period specified in the notice by the Tenant up to a maximum of 24 months. This option may be forfeited, at Landlord's discretion, if Tenant is then in breach of this Lease or has been in material violation of this Lease two or more times during the Term. If Landlord determines that the renewal option is forfeited, Landlord shall notify Tenant within 7 business days of receipt of Tenant's notice that it has elected to renew.

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: Stephen Bega

Title: CCHOA Vice President

Date: _____

Date: _____

Architectural Review Services

Exhibit One

Exhibit One Architectural Review Services Contract January 1-December 31, 2022 January 1-December 31, 2023

Fees for Architectural Control Committee Review

Residential Projects

Small Homeowner Improvements \$45.00

decks, patios, play equipment, arbors, gazebos, patio covers,
sheds, antennaes, satellite dishes, exterior paint changes, horizontal fencing or changed fencing
rainwater harvesting systems, generators, large propane tanks, flagpoles, solar power
renovations, etc.), sunrooms, exterior kitchens and fireplaces,
and small miscellaneous projects.

Landscape Renovation \$65.00

Swimming Pools \$100.00

Home Additions \$125.00

Extensive Home Exterior Remodeling (windows, doors, garage doors, elevation changes to the front) \$125.00

85% of all fees collected are paid to Architectural Review Services

Consultation, Guideline Development, Materials Updates \$125.00 per hour payable to Architectural Review Services

Complete tear down or new builder home

Custom Pricing

85% payable to ARS

No Fee projects:

Fencing that is changed for maintenance purposes and has no substantial changes
Front Door painting

Architectural Review Services

Exhibit One

January 1-December 31, 2022

Small front yard landscape improvements (replanting beds, adding edging to existing beds)

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

November 21, 2022

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, 2023 to December 31, 2023 by Architectural Review Services. The contract may be renewed annually per terms of the letter.

Architectural Review Services will:

- 1) Enter all homeowner projects into the Smart Webs data base that are submitted via email CCHOA staff will enter projects that are submitted through the website at www.circlecranch.com or that are dropped off at the Circle C Community Center.
- 2) The CCHOA will collect all the required fees.
- 3) Review all provided materials, request any additional required materials and assist homeowners in providing the correct materials.
- 4) Review each project. Approve projects that meet all of the CCRs and guidelines of the ACC.
- 5) Notify and work with the Architectural Control Committee on any projects that do not meet the guidelines, any large or complex projects, any projects that may need a variance and any novel projects that do not have guidelines.
- 6) Assist the Architectural Control Committee in publishing guidelines as needed.
- 7) Submit all variance requests to the ACC, obtain votes from the Committee and grant final approvals per the Architectural Control Committee's direction.
- 8) Maintain required correspondence and decisions in the Smartwebs database.
- 9) Conduct on-site reviews if necessary.
- 10) Periodically review ACC guidelines to ensure they are current
- 11) Coordinate the full ACC process in the case of a new home build.
- 12) Communicate with the CCHOA manager regarding any homeowners performing renovations to correct a violation of the CCRs of Circle C Ranch.

The Circle C Homeowners Association will:

- 1) Notify Architectural Review Services of any policy changes or changes in State law that affect the ACC process
- 2) Remit agreed upon fees as noted in the fee schedule

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

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:

Stephen Bega, Vice President

Date: _____

Susan R. Hoover
Architectural Review Services

Date: _____

**SECOND AMENDMENT TO THE LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
BETWEEN THE CIRCLE C HOMEOWNERS ASSOCIATION, INC AND CIRCLE C LANDSCAPE LLC.**

This amendment (Amendment 2) is to the Landscape and Irrigation Maintenance Agreement (Agreement) dated November 30, 2016 and amended July 7, 2019 (Amendment 1) by and between the Circle C Homeowners Association, Inc., a Texas non-profit corporation (Customer) and Circle C Landscape LLC, a Texas limited liability company (Contractor).

Except as expressly modified by this Amendment, all terms and provisions of the Agreement and the July 7, 2019, amendment remain in full force and effect. The modifications are as follows:

1. The pricing shown in the contract is equitably adjusted for unanticipated cost increases pursuant to the provisions of Section 3.2 of Agreement.
2. The new pricing is shown in attached Schedule 1, such pricing to be effective January 1, 2023.

CUSTOMER:
Circle C Homeowners Association, Inc.
Atten: Karen Hibpshman
7817 LaCrosse
Austin, Texas. 78739

CONTRACTOR:
Circle C Landscape LLC
Attn: Kyle Hoover
7817 LaCrosse
Austin, Texas. 78739

By: _____
Stephen Bega, Vice President

By: _____
Kyle Hoover, Vice President

Attachment:

Schedule 1: Pricing, effective January 1, 2023

2ND AMENDMENT TO THE LANDSCAPE AND IRRIGATION AGREEMENT BETWEEN
CIRCLE C HOMEOWNERS ASSOCIATION, INC AND CIRCLE C LANDSCAPE LLC.

SCHEDULE 1.

Pricing Effective January 1, 2023.

Landscape Maintenance Contract:	\$1,510,659
Swim Center	38,607
Circle C Community Center	38,607
Avana Amenity Center	27,377
Greyrock Amenity Center	27,377
Commons Area Holiday Lighting	53,117

2ND AMENDMENT TO THE LANDSCAPE AND IRRIGATION AGREEMENT BETWEEN
CIRCLE C HOMEOWNERS ASSOCIATION, INC AND CIRCLE C LANDSCAPE LLC.

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