

CCHOA Board Meeting Agenda
25 October 2023, 6:30pm
Circle C Community Center via zoom

- I. Roll Call
- II. Acceptance of Agenda
- III. Acceptance of September 27, 2023 board meeting minutes *Joanne Kinzer*
- 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. September YTD Financials
 - b. Landscape Report, *Karen Hibpshman*
 - c. Aquatics Report, *Brody McKinley*
 - d. Maintenance Report, *Karen Hibpshman*
- VI. Discussion Items
 - a. Short-Term Rental (STR)
 - b. Swimming Pools
 - c. Escarpment Loop
 - d. 2024 Draft Budget
 - e. Annual Meeting/Ballot Items
 - f. City of Austin considering changes to the Land Development Code
- VII. Action Items
 - a. 2024 Audit Proposal
 - b. The Board is considering amending the Bylaws
 - c. CCL Office Contract
 - d. Architectural Review Services Contract
 - e. Candidate Forum Date
 - f. Annual Meeting Date
 - g. Ratify the email vote for Pool Filters – in 2024 Draft Budget Proposal
 - h. Swim Center pool plaster & pool repairs proposal
 - i. Avana pool plaster & pool repairs proposal
- VIII. Adjourn Public Meeting
- IX. Executive Session

Attachments

- 1. September 2023 Board Meeting Minutes
- 2. General Report (including YTD Financials)
- 3. Landscape Report
- 4. Aquatics Report
- 5. Maintenance Report

Circle C Homeowners Association
Board Meeting Minutes
September 27, 2023

1. The CCHOA Board of Directors convened on September 27, 2023, at the Community Center and via video conferencing (Zoom). Stephen Bega called the meeting to order at 6:36 p.m. In attendance were board members Stephen Bega, David Lachance, Joanne Kinzer, Paul Oveisi, and John LaBarge. Kimberly De La Garza was in attendance via Zoom. Mark Blanton was not present. CHOA Manager Karen Hibpshman (HOA Manager), Robert Bardeleben (Facilities Director) and Brody McKinley (Aquatics Director) were present.
2. Stephen presented the September 27, 2023 agenda. Karen let the board know that prior to the meeting she had corrected the date of the meeting on the agenda. The corrected agenda was sent out in the latest email. Paul motioned to accept the agenda as written. Joanne seconded the motion. All were in favor and the motion passed.
3. Stephen presented the August 30, 2023 Board of Directors Meeting Minutes. Joanne motioned to approve the minutes as written. John seconded the motion. All were in favor and the motion passed.
4. Stephen introduced the Homeowner Forum. No Homeowners signed up for the Homeowner Forum.
5. Karen provided the management report and the YTD Financials.
6. Karen presented the landscaping report.
7. Brody presented the aquatics report.
8. Robert presented the maintenance report.
9. The first discussion item was the 2023 Legislative changes. No action needed
10. The second discussion item was the Board is considering amending the Bylaws. The proposed Bylaw amendments will need to go on the Annual Meeting ballot to be voted on. The board will review and it will be an action item at the October board meeting
11. The third discussion item was Short-term Rental (STR). No action needed.
12. The fourth discussion item was Swimming Pools. The Board has scheduled a Pool Town Hall for October 11th at 6:30pm. Karen will send a draft agenda to the board and it will be posted on the website next week. The agenda will include SAYOR and extended hours. Homeowners are encouraged to sign-up to speak by October 6th. Karen will also reach out to Collins Hope to have them provide additional information.
13. The fifth discussion item is Escarpment Loop alternate proposal. The board will have a workshop to review.

14. The sixth discussion item was the 2024 Draft Budget. The board will have a workshop to work through the draft budgets.
15. The first action item was the Texas Gas Easement. Karen and Kimberly have been working with the attorney but at this time there is no additional information available. Joanne motioned to table this item. John seconded the motion. All were in favor and the motion passed.
16. The second action item was the proposal for the pool filter replacement which is included in the 2024 Draft Budget. Due to the lead time needed for ordering, they need to be ordered now so that they can be replaced during the renovation at the Swim Center. The board will review at the workshop and do an email vote on Oct 6th.
17. David left the meeting at 8:40pm.
18. The third action item was the café. Karen explained that when the renovation was done on the Swim Center in 2007, the café was not included in the plans. Per the city, the café does not exist and new plans have to be submitted for approval. To do the as-built plans, the cost is \$1,000 and we would need to have an engineer walk this through the permitted process. John motioned to approve moving forward with the permitting with a limit of \$5,000. Joanne second the motion. All were in favor and the motion passed.
19. Paul motioned to adjourn the Public Meeting at 8:50 pm. John seconded the motion. All were in favor and the motion passed.
20. The board went into executive session at 8:55pm to discuss the workshop and park complaint. No votes or action taken. The board left executive session at 9:08pm

**Circle C Homeowners Association
 Manager's Report
 September 25, 2023 – October 20, 2023**

**Violation Report
 September 25, 2023 – October 20, 2023**

	Aug 28 – Sept 22, 2023	Seot 25 – Oct 20, 2023	Percentage of Total Violations	% Change		Aug 29 - Sept 26, 2022	Sept 24- Oct 21, 2022	Percentage of Total Violations	% Change
Total Violations:	296	269		-9.12%		114	178		56.14%
Rubbish/Debris	49	46	17.10%	-6.12%		9	10	7.89%	11.11%
Front Yard Maintenance	158	127	47.21%	-19.62%		43	82	37.72%	90.70%
Architectural	11	11	4.09%	0.00%		14	29	12.28%	107.14%
Vehicle Storage	9	13	4.83%	44.44%		7	3	6.14%	-57.14%
Repair of Exterior Damages	15	27	10.04%	80.00%		22	22	19.30%	0.00%
Exterior Lighting	1	2	0.74%	100.00%		3	3	2.63%	0.00%
Driveway	10	2	0.74%	-80.00%		0	0	0.00%	0.00%
Fencing	2	1	0.37%	-50.00%		4	11	3.51%	175.00%
Use Limitations	0	1	0.37%	0.00%		7	3	6.14%	-57.14%
Recreational Equipment	33	34	12.64%	3.03%		0	1	0.00%	0.00%
Offensive Activities	0	1	0.37%	0.00%		3	1	2.63%	-66.67%
Common Properties	0	1	0.37%	0.00%		0	0	0.00%	0.00%
Maintenance	5	3	1.12%	-40.00%		2	4	1.75%	100.00%
Abutting Landscaping	0	0	0.00%	0.00%		0	0	0.00%	0.00%

	296	269				114	178		
Stage 1/Cooperative Letters	252	203	75.46%	-19.44%		79	141	28.95%	78.48%
Stage 2 Letters	38	46	17.10%	21.05%		24	31	41.32%	29.17%
Stage 3 Letters	6	18	6.69%	200.00%		11	6	28.07%	-45.45%
Stage O	1	2	0.74%	100.00%		0	0	0.00%	0.00%

	296	269				114	178		
On Hold	0	2	0.74%	0.00%		1	1	0.88%	0.00%
Closed	85	107	39.78%	25.88%		33	64	28.95%	48.44%
New	178	115	42.75%	- 35.39%		47	90	41.32%	91.49%
Escalated	28	42	15.61%	50.00%		32	22	28.07%	-31.25%
Re-Opened	5	3	1.12%	- 40.00%		1	2	0.88%	100.00%
Attorney	0	0	0.00%	0.00%		0	0	0.00%	0.00%

Administration

10 New Homeowner Packets mailed September 18th – October 13th.

Financial

AP checks were signed on October 20th with Terri Giles

Upcoming Special Events

Farmers Market are back on Friday afternoons
Oct 30th - Food Trailer Night (Boo Bash)

Nov 1st – Candidate Questionnaire – we will start looking for Board candidates for the 2024 Election. There will be two positions open.

Nov 4 & 5, 11 & 12 = Austin Studio Art Show

Nov 5th – Daylight savings time

Nov 7th – General Election – CCCC is a voting location on election day. We are not an early voting location

Nov 18th – Holiday Market

Nov 22nd – 24th – Closed for Thanksgiving

Nov 29th – Board Meeting

Dec 2nd – Kids Holiday Party – 10am-1pm

Project/Updates

- Texas Gas Easement Agreement – Texas Gas was able to continue to work with Goddard school site and secure that location. The easement is no longer needed from Circle C. Texas Gas discovered that there are a lot of utilities located in this area which would prevent them from installing a gas line above ground.
- Billing for the 2nd half of the commercial billing was sent September 11, 2023 for \$54,500.00
- Billing for the 2nd half of the Coves of Circle C was sent on September 11, 2023 for \$9,064.56 and received this month.
- Billing for the 2nd half of The Rowell HOA was sent on September 13, 2013 for \$56,369.28
- There are still issues from the Verizon project that are still being repaired. Irrigation wiring is still an issue and not 100%.
- We have partnered with the City of Austin for a “Varsity Program” (55+) at the Community Center on Monday, Wednesday and Friday mornings. They are working on getting me a monthly calendar to publish on trips and events are being planned.
- The city will start the remaining part of the corridor project. I am continuing to work with the corridor folks and the shared Use Path project from Barstow to MoPac and the start date was delayed due to permitting issues. 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.

- The phones at the Swim Center have been changed. The new number is 512-363-5578.
- We continue to use the Circle C Ranch HOA Facebook page along with the website to get information out to the residents.

- **Capital Projects**

2023 Capital Budget Projects include:

SC – Pool. Covers	Completed
SC – Lane Lines	Completed 4/25/23
SC – Lounge Chairs	Completed 3/31/23
SC – Benches/Tables	Received 9/6/23 – still need to assemble
CC – Lounge Chairs	Completed 3/31/23
CC- Refinish Splash Pad Features \$4,500 from 2022 Budget	Completed 4/15/23
Splash Pad Surface/Bollard Repair	Completed 4/15/23
CC-Replace Rails/Repair Decking	Expected Completion 12/1/23
SC – AC Replacement	Completed 1/11/23
CC – Replace Grinder Pumps	Completed 4/10/23
Node Clock Replacement	Completed in May
Rock Work	Not Started
Plant Replacement	
Escarpment Project	Working on some alternatives that will be more affordable

CCN Improvement	They are currently potholing along Barstow to locate all the utilities and gas lines. Contractor is in touch daily
Construction Repairs	Repairs due to construction have been done at Bernia, Trissino, Slaughter, La Crosse, Escarpment and Archeleta.

Current or Future Projects

- Irrigation Infrastructure
- Signage
- Monuments
- Landscape Prep
- Expansion of CCCC pool
- Phase II

2023 CCHOA INCOME BUDGET

Category	Subcategory	2023 Budget	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Totals	%
Homeowner Income	Homeowner Dues	\$4,470,000	\$29,483.04	\$1,168,979.37	\$670,704.38	\$122,908.45	\$244,432.75	\$94,741.60	\$1,315,946.25	\$549,350.33	\$86,889.26	\$4,283,435.43	96%
Homeowner Income	Resale Certificates	\$30,075	\$2,700.00	\$2,925.00	\$4,725.00	\$4,725.00	\$4,725.00	\$5,850.00	\$5,175.00	\$2,925.00	\$5,175.00	\$38,925.00	129%
Homeowner Income	Transfer Fees I0come	\$55,125	\$1,400.00	\$1,925.00	\$2,800.00	\$2,625.00	\$4,375.00	\$4,375.00	\$4,200.00	\$4,318.00	\$1,925.00	\$27,943.00	51%
Homeowner Income	Late Fees Collected	\$25,000	\$616.49	\$2,385.58	\$1,157.08	\$2,164.20	\$7,477.31	\$4,108.02	\$2,826.68	\$968.85	\$2,020.32	\$23,724.53	95%
Homeowner Income	Lien Admin Fees Income	\$420	\$14.00	\$276.00	\$327.46	\$276.00	\$138.00	\$125.00	\$69.00	\$0.00	\$152.00	\$1,377.46	328%
Homeowner Income	Filing Fee Income	\$1,680	\$56.00	\$241.54	\$280.00	\$340.97	\$120.03	\$280.00	\$56.00	\$0.00	\$168.00	\$1,542.54	92%
Homeowner Income	NSF Charges	\$50	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	100%
Homeowner Income Total		\$4,582,350	\$34,269.53	\$1,176,732.49	\$679,993.92	\$133,064.62	\$261,268.09	\$109,479.62	\$1,328,272.93	\$557,587.18	\$96,329.58	\$4,376,997.96	96%
Architectural Review Incom	Architectural Review I0come	\$10,000	\$1,140.00	\$960.00	\$1,215.00	\$940.00	\$955.00	\$1,240.00	\$760.00	\$905.00	\$1,615.00	\$9,730.00	97%
Architectural Review I0come Total		\$10,000	\$1,140.00	\$960.00	\$1,215.00	\$940.00	\$955.00	\$1,240.00	\$760.00	\$905.00	\$1,615.00	\$9,730.00	97%
Rental Income	Office Rent	\$9,000	\$0.00	\$1,834.11	\$0.00	\$0.00	\$1,834.11	\$0.00	\$0.00	\$1,834.11	\$0.00	\$5,502.33	61%
Rental Income	Grill Rent	\$6,600	\$1,100.00	\$351.05	\$0.00	\$1,575.90	\$0.00	\$0.00	\$1,050.60	\$0.00	\$0.00	\$4,077.55	62%
Rental Income Total		\$15,600	\$1,100.00	\$2,185.16	\$0.00	\$1,575.90	\$1,834.11	\$0.00	\$1,050.60	\$1,834.11	\$0.00	\$9,579.88	61%
Aquatics Income	Pool Programs	\$60,000	\$2,112.00	\$3,288.50	\$6,744.00	\$9,018.00	\$19,398.50	\$18,056.17	\$8,826.50	\$4,818.45	\$2,369.35	\$74,631.47	124%
Aquatics Income	Pool Programs - Swim Team	\$136,500	\$15,390.00	\$15,195.00	\$14,607.50	\$16,430.50	\$18,036.11	\$10,528.00	\$8,640.00	\$21,424.00	\$23,292.50	\$143,543.61	105%
Aquatics Income	Facility Income	\$35,000	\$5,139.34	\$8,967.80	\$1,012.00	\$9,617.00	\$7,850.50	\$9,377.93	\$5,970.00	\$2,875.00	\$1,189.00	\$51,998.57	149%
Aquatics Income Total		\$231,500	\$22,641.34	\$27,451.30	\$22,363.50	\$35,065.50	\$45,285.11	\$37,962.10	\$23,436.50	\$29,117.45	\$26,850.85	\$270,173.65	117%
CCCC Income	CCCC Facility Rentals	\$50,000	\$7,300.00	\$6,207.50	\$9,020.00	\$4,413.75	\$11,243.50	\$9,648.75	\$9,142.50	\$8,835.00	\$5,600.00	\$71,411.00	143%
CCCC Income Total		\$50,000	\$7,300.00	\$6,207.50	\$9,020.00	\$4,413.75	\$11,243.50	\$9,648.75	\$9,142.50	\$8,835.00	\$5,600.00	\$71,411.00	143%
Landscape Reimbursement	Stratus Reimb	\$109,000	\$0.00	\$0.00	\$0.00	\$54,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,500.00	50%
Landscape Reimbursement	COA Reimb	\$17,600	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Landscape Reimbursements Total		\$126,600	\$0.00	\$0.00	\$0.00	\$54,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,500.00	43%
Credit Card Rewards		\$0	\$0.00	\$0.00	\$7,500.00	\$2,000.00	\$0.00	\$0.00	\$500.00	\$0.00	\$1,000.00	\$11,000.00	#DIV/0!
Miscellaneous	Interest Income	\$15,000	\$5,421.11	\$12,182.71	\$7,360.93	\$12,462.50	\$8,698.79	\$7,870.62	\$14,867.48	\$9,003.88	\$8,727.36	\$86,595.38	577%
Miscellaneous	Sales Tax Discount	\$0	\$0.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.30	
Miscellaneous Total		\$15,000	\$5,421.41	\$12,182.71	\$14,860.93	\$14,462.50	\$8,698.79	\$7,870.62	\$15,367.48	\$9,003.88	\$9,727.36	\$97,595.68	651%
Cove @ CC Reimbursement	Cove @ Circle C HOA	\$15,000	\$0.00	\$0.00	\$0.00	\$0.00	\$9,007.05	\$0.00	\$0.00	\$0.00	\$0.00	\$9,007.05	60%
Rowell Reimbursement	The Rowell HOA	\$110,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,897.12	\$0.00	\$0.00	\$0.00	\$55,897.12	51%
Rimbersement Total		\$125,000	\$0.00	\$0.00	\$0.00	\$0.00	\$9,007.05	\$55,897.12	\$0.00	\$0.00	\$0.00	\$64,904.17	52%
Grand Total		\$5,156,050.00	\$71,872.28	\$1,225,719.16	\$727,453.35	\$244,022.27	\$338,291.65	\$222,098.21	\$1,378,030.01	\$607,282.62	\$140,122.79	\$4,954,892.34	96%

2023 CCHOA EXPENSE BUDGET													
Category	Subcategory	2023 Budget	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Totals	%
Commons Area Services	Landscape Maint Contract	\$1,510,634	\$125,888.25	\$125,888.25	\$125,888.25	\$125,888.25	\$125,888.25	\$125,888.25	\$125,888.25	\$125,888.25	\$125,888.25	\$1,132,994.25	75%
Commons Area Services	Contract Landscape SC	\$38,606	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$28,955.25	75%
Commons Area Services	Contract Landscape CCCC	\$38,606	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$3,217.25	\$28,955.25	75%
Commons Area Services	Contract Landscape AV	\$27,376	\$2,281.41	\$2,281.47	\$2,281.47	\$2,281.47	\$2,281.47	\$2,281.47	\$2,281.47	\$2,281.47	\$2,281.47	\$20,533.17	75%
Common Area Services	Contract Landscape GR	\$27,376	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$2,281.41	\$20,532.69	75%
Common Area Services	Common Area Holiday Lighti	\$53,116	\$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	\$140,000	\$6,708.00	\$19,749.20	\$11,773.26	\$12,324.19	\$10,185.84	\$11,407.94	\$16,770.59	-\$2,098.77	\$10,174.24	\$96,994.49	69%
Commons Area Services	Landscape Water Utilities	\$255,000	\$7,269.44	\$6,474.85	\$5,096.10	\$6,736.68	\$7,303.89	\$17,436.14	\$36,435.38	\$70,355.05	\$57,147.51	\$214,255.04	84%
Commons Area Services	COA Water Utility Complianc	\$8,000	\$6,014.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	\$2,100.00	\$8,864.18	111%
Common Area Services	Landscape Electric Utilities	\$36,000	\$3,234.98	\$2,847.78	\$3,007.38	\$2,932.14	\$3,189.85	\$3,177.11	\$3,052.01	\$2,104.61	\$2,681.94	\$26,227.80	73%
Common Area Services	Tree Care	\$75,000	\$0.00	\$1,426.19	\$0.00	\$0.00	\$18,471.40	\$7,730.00	\$6,780.00	\$9,551.31	\$1,200.00	\$45,158.90	60%
Commons Area Services	Fence Repairs & Maint	\$8,000	\$0.00	\$196.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$234.99	\$234.99	\$681.09	9%
Commons Area Services	Electrical Repairs & Maint	\$12,000	\$476.30	\$421.53	\$3,241.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$158.79	\$4,298.25	36%

Common Area Services	Neighborhood Maint & Repa	\$24,000	\$60.56	\$716.50	\$10,772.05	\$3,358.97	\$0.00	\$494.12	\$420.45	\$1,800.00	\$2,932.31	\$20,554.96	86%
Common Area Services	Non Contract Landscape - S	\$20,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,934.84	\$0.00	\$0.00	\$0.00	\$8,934.84	45%
Commons Area Services Total		\$2,273,714	\$160,649.03	\$168,521.68	\$170,972.15	\$162,237.61	\$176,036.61	\$186,065.78	\$200,344.06	\$219,597.83	\$213,515.41	\$1,657,940.16	73%
Aquatics Facilities	Administrative	\$65,000	\$4,047.24	\$6,586.28	\$5,326.70	\$4,072.18	\$5,242.50	\$4,208.85	\$5,006.68	\$2,672.10	\$1,338.56	\$38,501.09	59%
Aquatics Facilities	Supplies - Pool	\$27,500	\$2,594.02	\$1,716.95	\$1,025.45	\$725.51	\$546.83	\$597.26	\$2,324.07	\$0.00	\$0.00	\$9,530.09	35%
Aquatics Facilities	Supplies - Chemicals	\$95,000	\$2,445.38	\$6,051.40	\$4,026.74	\$7,491.53	\$7,104.19	\$7,188.21	\$11,537.44	\$7,472.27	\$9,324.89	\$62,642.05	66%
Aquatics Facilities	Supplies & Fees - Swim Tea	\$19,000	\$3,463.40	-\$407.38	\$911.25	\$1,959.53	\$1,023.28	\$216.91	\$1,385.11	\$701.34	\$1,141.66	\$10,395.10	55%
Aquatics Facilities	Maintenance - Pool	\$125,400	\$8,778.12	\$10,038.92	\$15,705.32	\$5,256.23	\$15,056.10	\$4,062.27	\$11,921.23	\$9,494.23	\$15,040.75	\$95,353.17	76%
Aquatics Facilities	Maintenance - Building	\$86,200	\$4,276.02	\$7,208.57	\$8,431.71	\$4,683.19	\$3,897.71	\$4,608.36	\$10,181.98	\$5,205.99	\$4,827.34	\$53,320.87	62%
Aquatics Facilities	Payroll - Staff	\$954,650	\$31,482.30	\$40,240.79	\$83,053.03	\$60,435.18	\$89,979.95	\$163,321.86	\$194,480.56	\$223,626.26	\$80,276.39	\$966,896.32	101%
Aquatics Facilities	Payroll - Programming Staff	\$49,950	\$77.86	\$401.31	\$1,388.39	\$1,900.26	\$3,243.34	\$4,779.56	\$6,610.51	\$6,389.63	\$1,828.70	\$26,619.56	53%
Aquatics Facilities	Payroll - Swim Team	\$144,600	\$7,751.24	\$8,283.88	\$14,134.96	\$9,659.53	\$9,902.59	\$7,945.09	\$7,883.42	\$10,209.10	\$8,289.09	\$84,058.90	58%
Aquatics Facilities	SC-Utilities - Water	\$30,000	\$1,951.17	\$2,180.04	\$2,048.06	\$2,267.57	\$2,100.09	\$2,074.23	\$2,546.51	\$2,865.89	\$2,842.45	\$20,876.01	70%
Aquatics Facilities	Avana _Utilities-Water	\$9,000	\$100.85	\$685.84	\$431.32	\$100.85	\$815.25	\$175.72	\$240.61	\$1,187.94	\$1,833.33	\$5,571.71	62%
Aquatics Facilities	GR- Utilities - Water	\$4,500	\$160.37	\$231.10	\$180.13	\$197.61	\$924.64	\$159.73	\$246.27	\$336.03	\$315.09	\$2,750.97	61%
Aquatics Facilities	SC-Utilities - Electric	\$33,000	\$1,891.51	\$1,948.76	\$2,089.23	\$1,620.51	\$2,162.59	\$2,248.58	\$1,756.28	\$2,597.98	\$2,591.72	\$18,907.16	57%
Aquatics Facilities	Avana - Utilities- Electric	\$16,000	\$643.00	\$469.85	\$818.17	\$645.68	\$873.64	\$926.91	\$1,035.58	\$974.14	\$1,013.13	\$7,400.10	46%
Aquatics Facilities	GR -Utilities-Electric	\$9,000	\$478.68	\$528.22	\$456.72	\$448.23	\$461.41	\$438.65	\$494.32	\$529.46	\$513.71	\$4,349.40	48%
Aquatics Facilities	Utilities - Natural Gas	\$52,000	\$5,493.65	\$8,921.80	-\$508.92	\$1,012.89	\$1,486.76	\$744.87	\$149.21	\$363.58	\$368.98	\$18,032.82	35%
Aquatics Facilities	SC-Utilities - Telephone/Inte	\$15,000	\$575.53	\$575.53	\$580.55	\$580.55	\$580.55	\$580.55	\$580.55	\$1,507.65	\$1,330.55	\$6,892.01	46%
Aquatics Facilities	Avana - Telephone/Internet	\$5,000	\$261.67	\$262.37	\$976.94	\$261.41	\$260.84	\$261.03	\$261.36	\$248.57	\$248.42	\$3,042.61	61%
Aquatics Facilities	GR- Telephone/Internet	\$5,000	\$282.08	\$269.02	\$973.58	\$258.06	\$257.49	\$262.68	\$263.01	\$292.52	\$271.58	\$3,130.02	63%
Aquatic Facilities Total		\$1,745,800	\$76,754.09	\$96,193.25	\$142,049.33	\$103,576.50	\$145,919.75	\$204,801.32	\$258,904.70	\$276,674.68	\$133,396.34	\$1,438,269.96	82%
Circle C Community Center Utilities - Water		\$27,000	\$344.53	\$387.88	\$357.30	\$497.18	\$491.35	\$604.99	\$927.69	\$1,219.39	\$1,018.93	\$5,849.24	22%
Circle C Community Center Utilities - Electric		\$26,000	\$1,581.99	\$984.20	\$1,688.36	\$1,426.23	\$1,502.96	\$1,729.11	\$2,178.79	\$2,562.67	\$2,363.22	\$16,017.53	62%
Circle C Community Center Utilities - Telephone/Interne		\$9,000	\$676.63	\$676.64	\$685.00	\$685.00	\$685.00	\$685.00	\$685.00	\$685.00	\$685.00	\$6,148.27	68%
Circle C Community Ctr Events Payroll		\$8,500	\$275.96	\$505.96	\$1,069.22	\$590.42	\$780.33	\$830.96	\$359.08	\$885.27	\$576.90	\$5,874.10	69%
Circle C Community Center Maintenance - Building		\$61,500	\$1,628.51	\$3,779.56	\$2,235.40	\$2,269.60	\$2,080.79	\$3,076.21	\$4,092.25	\$1,897.36	\$2,450.03	\$23,509.71	38%
Circle C Community Ctr Total		\$132,000	\$4,507.62	\$6,334.24	\$6,035.28	\$5,468.43	\$5,540.43	\$6,926.27	\$8,242.81	\$7,249.69	\$7,094.08	\$57,398.85	43%
Maintenance Operations	Office Supplies	\$1,200	\$150.47	\$0.00	\$0.00	\$138.56	\$0.00	\$0.00	\$127.98	\$415.09	\$0.00	\$832.10	69%
Maintenance Operations	Employee Education	\$1,200	\$215.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$215.00	18%
Maintenance Operations	Uniforms	\$1,800	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Staff Recruitment	\$300	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Maintenance Operations	Safety Equip/Supplies	\$1,400	\$0.00	\$110.64	\$38.94	\$0.00	\$273.69	\$0.00	\$0.00	\$151.93	\$0.00	\$575.20	41%
Maintenance Operations	Maintenance Payroll	\$225,000	\$15,897.88	\$15,897.88	\$23,846.82	\$15,897.88	\$15,897.88	\$15,897.88	\$15,897.88	\$23,846.82	\$15,897.88	\$158,978.80	71%
Maintenance Operations	Pool Tech	\$95,000	\$4,197.70	\$4,197.70	\$6,296.55	\$4,197.70	\$4,884.45	\$5,128.95	\$5,085.45	\$7,662.80	\$4,456.45	\$46,107.75	49%
Maintenance Operations	Payroll Taxes	\$20,000	\$1,784.58	\$952.05	\$1,916.60	\$1,276.73	\$1,286.27	\$1,305.55	\$1,305.22	\$1,931.83	\$1,256.00	\$13,014.83	65%
Maintenance Operations	Computer/Software	\$1,400	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,428.63	\$1,808.24	\$3,236.87	231%
Maintenance Operations	Tools/Supplies	\$5,000	\$556.56	\$1,488.02	\$20.00	\$96.14	\$86.57	\$1,164.72	\$0.00	\$405.90	\$0.00	\$3,817.91	76%
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%
Maintenance Operations Total		\$352,900	\$22,802.19	\$22,646.29	\$32,118.91	\$21,607.01	\$22,428.86	\$23,497.10	\$22,416.53	\$35,843.00	\$23,418.57	\$226,778.46	64%
HOA Operations	Office Supplies	\$9,000	\$457.23	\$44.82	\$764.17	\$178.71	\$88.76	\$1,139.27	\$941.96	\$336.86	\$77.34	\$4,029.12	45%
HOA Operations	Equip & Maintenance	\$18,000	\$341.27	\$437.11	\$366.66	\$1,363.70	\$131.84	\$229.63	\$68.20	\$219.99	\$544.82	\$3,703.22	21%
HOA Operations	HOA Owned Vehicle Expens	\$8,000	\$426.31	\$1,643.54	-\$3,805.69	\$4,580.88	\$173.50	\$159.20	\$152.95	\$101.87	\$108.78	\$3,541.34	44%
HOA Operations	Postage	\$20,000	\$2,993.37	\$2,136.36	\$572.51	\$858.45	\$410.55	\$7,976.82	\$2,196.53	\$342.16	\$154.08	\$17,640.83	88%
HOA Operations	Web Operations	\$3,000	\$69.79	\$1,071.11	\$305.30	\$193.81	\$38.40	\$738.63	\$166.32	\$38.40	\$99.60	\$2,721.36	91%
HOA Operations	Printing	\$5,000	\$2,400.03	\$144.38	\$0.00	\$0.00	\$0.00	\$2,795.90	\$123.58	\$0.00	\$0.00	\$5,463.89	109%
HOA Operations	HOA Meetings	\$5,000	\$2,988.31	\$127.92	\$445.48	\$127.92	\$297.47	\$0.00	\$127.92	\$128.58	\$128.58	\$4,372.18	87%
HOA Operations	Deed Restrictions	\$5,000	\$719.45	\$0.00	\$0.00	\$719.45	\$0.00	\$0.00	\$719.45	\$0.00	\$0.00	\$2,158.35	43%
HOA Operations	HOA Special Events	\$45,000	\$0.00	\$2,073.53	\$4,469.45	\$3,167.95	\$4,277.67	\$2,720.77	\$0.00	\$0.00	\$3,000.00	\$19,709.37	44%
HOA Operations	Professional Fees	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,307.43	\$55.48	\$0.00	\$0.00	\$0.00	0%
HOA Operations	Reserve Study Update	\$5,500	\$2,675.00	\$0.00	\$0.00	\$2,675.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,350.00	97%
HOA Operations Total		\$125,500	\$13,070.76	\$7,678.77	\$3,117.88	\$13,865.87	\$5,418.19	\$15,760.22	\$5,804.34	\$1,223.34	\$4,113.20	\$70,052.57	56%
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	\$83,486.70	73%
Financial Management	Resale Certificate	\$13,350	\$450.00	\$850.00	\$650.00	\$1,100.00	\$1,150.00	\$1,200.00	\$1,050.00	\$1,000.00	\$850.00	\$8,300.00	62%
Financial Management	Lien Filing Administrative Fe	\$4,500	\$840.00	\$1,400.00	\$104.00	\$156.00	\$104.00	\$0.00	\$156.00	\$26.00	\$0.00	\$2,786.00	62%

Total Capital Budget Projects	\$923,000.00	\$699,616.48
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Grand Total Expenses	\$6,204,264.00	
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**Circle C Landscape
October 2023 Report**



Weather

Rainfall: 3" in some areas
Temperature: 58-96 Degrees
Drought Status: Exceptional Drought (D4)
General: Exceptional Drought continues in Travis County, it is still very dry, however the cooler temperatures and some rain have benefitted the landscaped areas.

Irrigated Areas and Impact of Excessive Heat

Austin stage 2 watering restrictions enacted 08/15, these restrictions stay in place

- Above ground irrigation (sprays, rotors) - 1 day per week 12am-5am and 7pm-12am.
- Drip irrigation, tree bubblers and hand watering (from tank or hose) are exempt from restrictions.

Impact on Landscaped Areas

The areas look generally somewhat better due to rainfall supplementing the irrigation watering.

Drip Irrigation Areas

Areas with drip irrigation continue to water regularly and result in the healthiest vegetation on the property. The largest sections of drip are found inside parts of Avana, Greyrock, and Spruce Canyon as well as the entrance monument at the Slaughter/Escarpment intersection. These continue to perform well.

Maintenance Services

Ongoing activities: Weekly mowing and fall trimming continue in all areas.
Mulch: Mulching continues throughout.
Pre Emergent: Granular pre-emergent weed treatment is applied in beds on top of mulch

Additional Activities Performed

- Hand watering in areas that are fully landscaped but have no water source, this has diminished with rainfall, but still needs to be done in certain locations
- Irrigation system has been set to run the maximum allowed time under new watering restrictions. This is very little for above ground irrigation and not sufficient to keep plants and turf in good condition. We have not cut back on irrigation, it is necessary but hopefully El Nino will kick in and provide some rainfall.
- Repairs on reported/requested irrigation leaks and failures.

Special Projects

- Crepe myrtles on Escarpment between the dam and Slaughter Lane have been planted! We were able to get excellent 45 gallon trees from our growers. We had to complete and extra

removal of dirt and miscellaneous dead stump debris, plant the trees, hand water in with mychorrhzyza treatment, and monitor for successful establishment. They will be ready for holiday lighting this year.

- Replant of LaCrosse at accident area. We replanted LaCrosse, north side between the Park West entrances at the accident site with drought tolerant plantings, and provided full irrigation repair and reset in this area.

Ongoing Disruptions*

Areas which remain with partial or no water supply:

- Slaughter from Beckett to Mopac
- LaCrosse at Mopac (East side of intersection)
- LaCrosse at Escarpment (East median)
- Dahlgreen from Galsworthy to Gorham Glen
- Circle C North

Areas with damaged/degraded wiring, compensated with node clocks (approx. 200 node clocks on the entire property):

- Many sections of the Escarpment loop
- South bay from Escarpment to Gorham Glen
- Escarpment from Aden to SH45
- Median on LaCrosse west of Escarpment
- Circle C North
- Avana areas between Antigo and Estana
- LaCrosse north side and medians, Escarpment to Dahlgreen
- LaCrosse median Dahlgreen to Eclipse
- Intermittent areas property wide

Areas that need replanting due to vegetation and trees lost during 2021 and 2023 winter storms.

- LaCrosse, Spruce Canyon to Curahee
- LaCrosse, west of Escarpment, shrub area on south side
- Spruce Canyon, selected areas
- Vintage Place
- Park Place exterior
- Wildflower Park Sundrop Valley
- Greyrock Amenity Center
- Escarpment Hedge Areas
- South Bay Hedge Areas
- Decorative trees LaCrosse, west of Escarpment
- Circle C Community Center

New Construction

- Slaughter at Escarpment, Google Fiber hit the main line and wiring. Main line has been repaired.

*These are not complete lists, but cover the most significant problem areas.

Circle C Aquatics

September-23

Fall Operations

Facility Usage	Swim Center		Community Center		Avaña		Greyrock		Total	
	Sep-23	YTD	Sep-23	YTD	Sep-23	YTD	Sep-23	YTD	Sep-23	YTD
Resident Entries	4,967	44,678	623	14,654	1,536	11,890	301	3,407	7,427	74,629
Unique Residents	1,481	5,471	511	4,535	928	3,362	173	956	2,629	7,895
Unique Households	682	2,001	180	1,517	309	1,113	63	337	1,039	2,697
Guest Entries	717	3,415	52	1,423	112	867	18	166	899	5,871
Other Entries	2,087	16,786	0	0	0	0	0	0	2,087	16,786
Average Hourly Count	30		59		16		6			
Average % of Capacity	21%		33%		11%		4%			
Max Hourly Count	161		105		76		23			
Total Entries	7,771	64,879	675	16,077	1,648	12,757	319	3,573	10,413	97,286

Incidents	Swim Center		Community Center		Avaña		Greyrock		Total	
	Sep-23	YTD	Sep-23	YTD	Sep-23	YTD	Sep-23	YTD	Sep-23	YTD
Water Rescues	1	9	0	4	0	0	0	1	1	14
First Aid Responses	2	39	1	11	0	2	0	0	3	52
Sudden Illness Treatments	2	12	0	2	0	2	0	2	2	18
Patron/Facility Incidents	1	7	0	5	0	3	1	4	2	19
Biohazard Cleanups	2	14	0	7	0	3	1	2	3	26
Suspensions/Expulsions	0	0	0	0	0	0	0	0	0	0
EMS/911 Callouts	0	0	0	0	0	0	0	0	0	0
Total Incidents	5	65	1	20	0	6	1	7	7	98
Incident per Entry Ratio	0.06%	0.10%	0.15%	0.12%	0.00%	0.05%	0.31%	0.20%	0.07%	0.10%

Revenue	Sep-23	YTD
Aquatics Programs	\$ 2,369.35	\$ 74,631.47
Swim Team	\$ 23,292.50	\$ 143,543.61
Guest Fees	\$ 862.00	\$ 12,266.00
Area Reservations	\$ -	\$ 3,500.00
Facility Rentals	\$ -	\$ 4,593.75
Lane Rentals	\$ -	\$ 24,527.00
Other Facility Income	\$ 327.00	\$ 7,111.82
Total Aquatics Revenue	\$ 26,850.85	\$ 270,173.65

Programs	Sep-23
Select Swim Team	100
Masters Swimming	25
Group Swim Lessons	0
Private Swim Lessons	71
Water Aerobics	23
Certification Courses	0
WSI Course	0
Total Participants	219

Reservations & Rentals	Sep-23	YTD
Area Reservations	0	36
Facility Rentals	0	7
Lap Lane Reservations	0	788
Total Reservations	0	831

Aquatics Staffing	Sep-23
Lifeguards/Head Guards	83
Front Desk Staff	12
Instructors/Coaches	6
Total Staff	101

Resident Stats	Individuals	Households	Members / Household
Homeowners	14,107	5,202	2.71
Renters	813	224	3.63
New Memberships	72	28	
Totals	14,920	5,426	2.75

Circle C HOA
Maintenance Report for Board October 2023
Prepared by Robert Bardeleben -Facilities Director

SWIM CENTER COMPOUND/Maintenance Offices

- Routine Cleaning and Maintenance have been completed
- Minor Equipment and Facility Repairs Made
- Re-Plaster Bids have been received
- New Comp Pool Filters Have Been Ordered

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.
- Pool is scheduled to be plastered on October 25
- Pool Winterization is mostly completed

NEIGHBORHOOD

- Minor repairs have been completed as needed
- Minor Graffiti Removal
- We have begun work on the annual landscape light and power receptacle checks to ready for Holiday Lighting
- Installed new Park Rules sign on Swim Center Compound Playground

AVANA AMENITIES CENTER

- Routine Cleaning and Maintenance have been completed
- Minor repairs have been made
- Pool has been winterized
- Replaster bids have been received

GREY ROCK AMENITIES CENTER

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

Project: Circle C Escarpment Irrigation Wiring Replacement
Prepared For: Circle C HOA
Address: 7817 LaCrosse Ave.
Austin, TX 78739



Proposal to Re-Wire the Escarpment Loop, Micro-trench Conduit, Install New Controllers and Junction Boxes

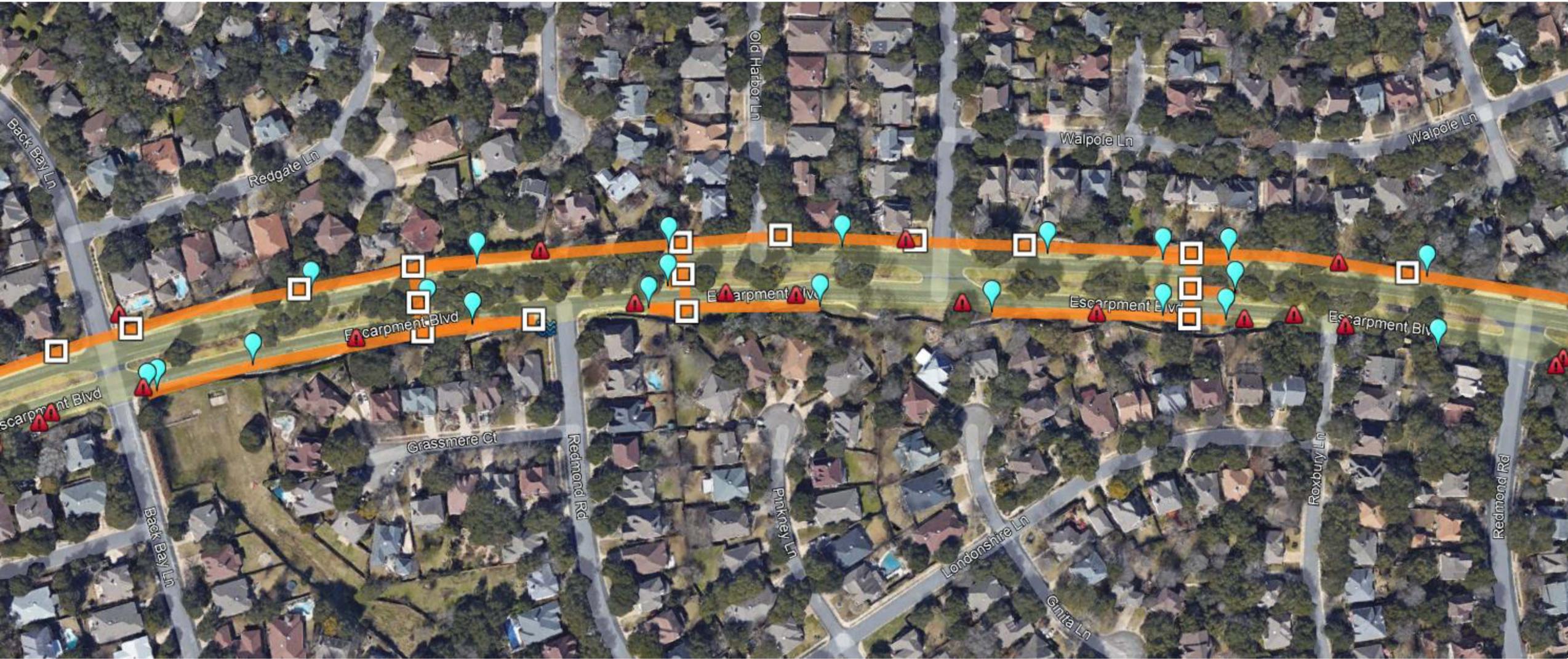
- The irrigation wiring is the most pressing problem on the loop. It is currently failing and is often subject to damage by right of way contractors.
- The scope of this proposal is to install a protected wire conduit path compatible with the existing design elements on Escarpment, reduce the risk of catastrophic loss, and cause minimal disturbance to the neighborhood. This solution would allow the existing system to run concurrently with the new wiring install, create a conduit path to replace the electrical infrastructure now (and replace with ease in the future), protect trees and preserve existing vegetation during renovation, and allow for custom on-site design to move the infrastructure out of the right-of-way where possible. This is an unconventional approach which specifically addresses the difficult circumstances of the Escarpment loop.

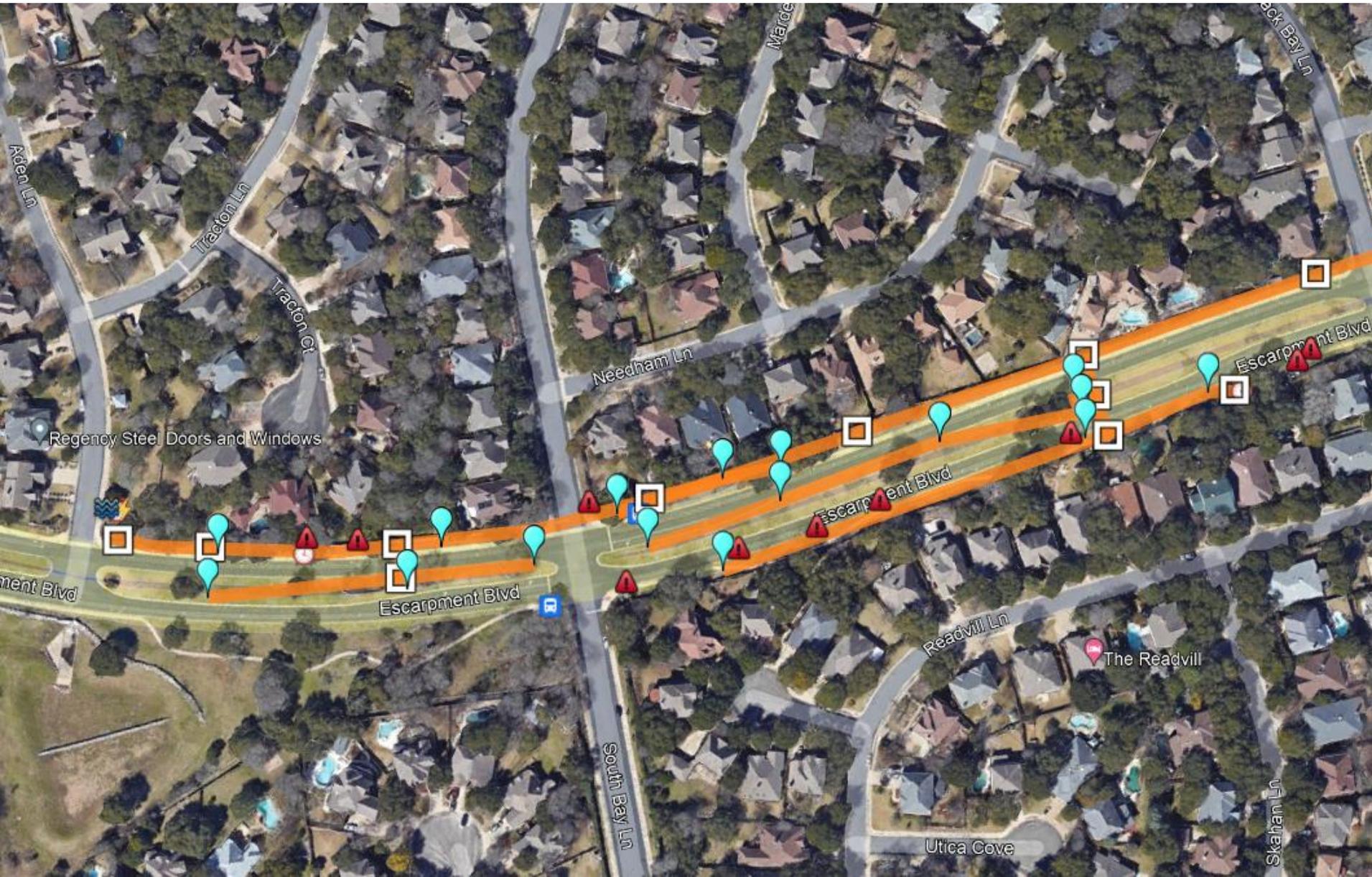
Included in the project:

- Micro-trench a path along Escarpment, and across Escarpment at existing sleeve locations. It is anticipated that existing sleeves can be used for this project. If it is not possible to use an existing sleeve, supplemental boring or street cutting will be necessary.
- Install two-wire in the conduit path, and provide wiring to all existing valves
- Install four Hunter ACC two-wire controllers
- Move the wire pathway out of the right-of-way whenever possible
- Supply decoders for the existing valves
- Remove all node clocks and connect with two-wire to the new controllers
- Install lightning protection at clocks and per manufacturer's specifications along the wire path
- Re-program controllers
- Provide accurate as-installed maps upon completion

Total Price: \$745,000.00







Legend

-  Micro-Trench
-  Junction
-  Existing Infrastructure
-  Existing Valve

Draft Operational Budget 2024

		Budget 3			Budget 5		
		2023	2024 - 5% increase		2024 - 10% increase		
		\$814			\$854		
Category	Subcategory						
Homeowner Income	Homeowner Dues	\$4,470,000			\$4,695,000		\$4,915,000
Homeowner Income	Resale Certificates	\$30,075			\$45,000		\$45,000
Homeowner Income	Transfer Fees Income	\$55,125			\$35,000		\$35,000
Homeowner Income	Late Fees Collected	\$25,000			\$30,000		\$30,000
Homeowner Income	Lien Admin Fees Income	\$420			\$900		\$900
Homeowner Income	Filing Fee Income	\$1,680			\$1,400		\$1,400
Homeowner Income	NSF Charges	\$50			\$50		\$50
Homeowner Income Total		\$4,582,350			\$4,807,350		\$5,027,350
Architectural Review In	Architectural Review Income	\$10,000			\$10,000		\$10,000
Architectural Review Income Total		\$10,000			\$10,000		\$10,000
Rental Income	Office Rent	\$9,000			\$10,000		\$10,000
Rental Income	Grill Rent	\$6,600			\$6,300		\$6,300
Rental Income Total		\$15,600			\$16,300		\$16,300
	Group Swim Lessons		\$25,000		\$25,000		\$25,000
	Private Swim Lessons		\$25,000		\$25,000		\$25,000
	Classes/Clinics		\$10,000		\$10,000		\$10,000
	Contracted Programs		\$0		\$0		\$0
Aquatics Income	Pool Programs	\$60,000			\$60,000		\$60,000
	Registration Fee's		\$6,000		\$6,000		\$6,000
	Away Meet Entry Fees		\$2,500		\$2,500		\$2,500
	Memberships Due/Reg Fees		\$120,000		\$120,000		\$120,000
	Home Meet		\$8,000		\$8,000		\$8,000
Aquatics Income	Pool Programs - Swim Team	\$136,500			\$136,500		\$136,500
	Merchandise Sales		\$2,500		\$2,500		\$2,500
	Uniform Sales		\$3,000		\$3,000		\$3,000
	Guest Fees		\$10,000		\$10,000		\$10,000

	ID Replacement Cards		\$500		\$500		\$500
	Area Reservations)		\$2,000		\$2,500		\$2,500
	Facility Rentals		\$2,000		\$3,000		\$3,000
	Lane Rentals		\$15,000		\$16,500		\$16,500
Aquatics Income	Facility Income		\$35,000		\$38,000		\$38,000
Aquatics Income Total			\$231,500		\$234,500		\$234,500
CCCC Income	CCCC Facility rentals		\$50,000		\$70,000		\$70,000
CCCC Income Total			\$50,000		\$70,000		\$70,000
Landscape Reimbusem	Stratus Reimb		\$109,000		\$114,450		\$119,900
Landscape Reimbusem	COA Reimb		\$17,600		\$17,600		\$17,600
Landscape Reimbursements Total			\$126,600		\$132,050		\$137,500
Miscellaneous	Interest Income		\$15,000		\$75,000		\$75,000
Miscellaneous Total			\$15,000		\$75,000		\$75,000
The Rowell HOA	The Rowell HOA		\$110,000		\$123,000		\$129,000
Cove @ Circle C			\$15,000		\$20,000		\$21,000
Grand Total			\$5,156,050		\$5,488,200		\$5,720,650
2024 CCHOA EXPENSE BUDGET							
Category	Subcategory						
Commons Area Service	Common Area Landscaping		\$1,510,634		\$1,510,659		\$1,510,659
Commons Area Service	Swim Center Landscaping		\$38,606		\$38,607		\$38,607
Commons Area Service	Community Center Landscaping		\$38,606		\$38,607		\$38,607
Commons Area Service	Avana Swim Center Landscaping		\$27,376		\$27,377		\$27,377
Commons Area Service	GreyRock Landscaping		\$27,376		\$27,377		\$27,377
Commons Area Service	Common Area Holiday Lighting		\$53,116		\$53,117		\$53,117
Commons Area Service	Landscape Maint Contract		\$1,695,714		\$1,695,744		\$1,695,744

Commons Area Service Landscape Repairs		\$140,000			\$160,000			\$160,000	
Commons Area Service Landscape Water Utilities		\$255,000			\$275,000			\$275,000	
Common Area Services COA Water Utility Compliance		\$8,000			\$8,000			\$8,000	
Commons Area Service Landscape Electric Utilities		\$36,000			\$36,000			\$36,000	
Common Area Services Tree Care		\$75,000			\$75,000			\$75,000	
Commons Area Service Fence Repairs & Maint		\$8,000			\$8,000			\$8,000	
Commons Area Service Electrical Repairs & Maint		\$12,000			\$12,000			\$12,000	
Common Area Services Neighborhood Maint & Repair		\$24,000			\$27,000			\$27,000	
Common Area Services Non Contract Maintenance		\$20,000			\$20,000			\$20,000	
Common Area Services Permits					\$10,000			\$10,000	
Commons Area Services Total		\$2,273,714			\$2,316,744			\$2,316,744	
	Office Supplies		\$32,000			\$32,000			\$32,000
	Employee Education & Skills Enhancement		\$8,500			\$9,500			\$9,500
	Staff Uniforms		\$9,500			\$10,000			\$10,000
	Staff Recruitment & Hiring		\$1,500			\$1,500			\$1,500
	Retail Merchandise		\$3,500			\$3,500			\$3,500
	ARC Program Fees		\$10,000			\$11,000			\$11,000
Aquatics Facilities	Administrative		\$65,000			\$67,500			\$67,500
	Safety Equip & Supplies		\$15,000			\$15,000			\$15,000
	Program Equip & Supplies		\$5,000			\$5,000			\$5,000
	Pool Supplies		\$7,500			\$7,500			\$7,500
Aquatics Facilities	Supplies - Pool		\$27,500			\$27,500			\$27,500
	SC		\$50,000			\$48,000			\$48,000
	CC		\$20,000			\$20,000			\$20,000
	Avana		\$17,000			\$17,000			\$17,000
	Greyrock		\$8,000			\$8,000			\$8,000
Aquatics Facilities	Supplies - Chemicals		\$95,000			\$93,000			\$93,000
	USA Swimming Registration		\$2,000			\$2,000			\$2,000
	Coach Training		\$2,000			\$2,000			\$2,000
	Swim Team Supplies		\$4,000			\$4,000			\$4,000
	Meet Expenses								
	Staff Meet Expenses		\$7,000			\$7,000			\$7,000
	Home Swim Meet		\$4,000			\$4,000			\$4,000
Aquatics Facilities	Supplies & Fees - Swim Team		\$19,000			\$19,000			\$19,000
	SC - Equipment		\$49,000			\$49,000			\$49,000
	CC - Equipment		\$23,000			\$23,000			\$23,000

	Avana - Equipment		\$13,000		\$18,000		\$18,000
	GR - Equipment		\$11,500		\$11,000		\$11,000
	SC - Pool & Deck Coatings		\$5,000		\$5,000		\$5,000
	CC - Pool & Deck Coatings		\$5,200		\$4,500		\$4,500
	Avana - Pool & Decking Coatings		\$1,500		\$1,500		\$1,500
	GR - Pool. & Decking Coatings		\$500		\$500		\$500
	SC - Vacuum		\$6,000		\$3,000		\$3,000
	CC - Vacuum		\$1,000		\$1,000		\$1,000
	Avana - Vacuum		\$650		\$650		\$650
	GR - Vacuum		\$650		\$650		\$650
	SC - Permits & Inspections		\$1,400		\$1,400		\$1,400
	CC - Permits & Inspections		\$6,000		\$8,000		\$8,000
	Avana- Permits & Inspections		\$500		\$500		\$500
	GR- Permits & Inspections		\$500		\$500		\$500
Aquatics Facilities	Maintenance - Pool	\$125,400		\$128,200		\$128,200	
	SC - Janitorial		\$16,000		\$12,000		\$12,000
	CC - Janitorial		\$1,200		\$900		\$900
	Avana - Janitorial		\$600		\$400		\$400
	GR - Janitorial		\$600		\$400		\$400
	SC - Fence		\$5,000		\$5,000		\$5,000
	CC - Fence		\$2,000		\$2,000		\$2,000
	Avana - Fence		\$500		\$700		\$700
	GR - Fence		\$500		\$700		\$700
	SC - Equip & Maint		\$10,000		\$12,000		\$12,000
	CC - Equip & Maint		\$3,900		\$4,500		\$4,500
	Avana - Equip & Maint		\$1,200		\$1,200		\$1,200
	GR-Equip & Maint		\$700		\$700		\$700
	SC - Supplies		\$3,000		\$3,500		\$3,500
	CC - Supplies		\$1,200		\$800		\$800
	Avana - Supplies		\$500		\$500		\$500
	GR - Supplies		\$400		\$400		\$400
	Playground		\$6,000		\$5,000		\$5,000
	Café Building		\$3,500		\$3,000		\$3,000
	Post Office Building		\$2,200		\$2,200		\$2,200
Swim Center	Parking Lot & Dumpster		\$26,000		\$26,000		\$26,000
	Avana Parking Lot & Dumpster		\$600		\$600		\$600
	Greyrock - Parking Lot & Dumpster		\$600		\$600		\$600

Aquatics Facilities	Maintenance - Building	\$86,200		\$83,100		\$83,100	
	Aquatics Management				\$205,000		\$205,000
	Aquatics Director	\$91,000		\$0			\$0
	Lifeguards	\$574,650		\$755,000			\$755,000
	Front Desk	\$114,000		\$122,000			\$122,000
	Aquatics Administration	\$110,000		\$0			\$0
	Payroll Taxes	\$65,000		\$85,000			\$85,000
Aquatics Facilities	Payroll - Staff	\$954,650		\$1,167,000		\$1,167,000	
	Private Lesson Instructor	\$10,800		\$12,000			\$12,000
	Group Lesson Instructor	\$13,500		\$14,000			\$14,000
	Program Instructor	\$13,500		\$12,500			\$12,500
	Lead Instructors	\$6,750		\$6,000			\$6,000
	Payroll Taxes	\$5,400		\$5,000			\$5,000
Aquatics Facilities	Payroll - Programming Staff	\$49,950		\$49,500		\$49,500	
	Coaching Staff			\$140,000			\$140,000
	Head Coach	\$66,000		\$0			\$0
	Asst. Coaches	\$67,000		\$0			\$0
	Dry Land Coach	\$4,100		\$0			\$0
	Payroll Taxes	\$7,500		\$10,000			\$10,000
Aquatics Facilities	Payroll - Swim Team	\$144,600		\$150,000		\$150,000	
Aquatics Facilities	SC - Utilities - Water	\$30,000		\$30,000		\$30,000	
	Avana - Utilities - Water	\$9,000		\$9,000		\$9,000	
	GR - Utilities - Water	\$4,500		\$4,500		\$4,500	
Aquatics Facilities	SC - Utilities - Electric	\$33,000		\$30,000		\$30,000	
	Avana - Utilities - Electric	\$16,000		\$14,000		\$14,000	
	GR - Utilities - Electric	\$9,000		\$8,000		\$8,000	
Aquatics Facilities	Utilities - Natural Gas	\$52,000		\$48,000		\$48,000	
Aquatics Facilities	SC - Utilities - Telephone/Internet/Cameras	\$15,000		\$15,000		\$15,000	
	Avana - Utilities- Telephone/Internet/Cameras	\$5,000		\$5,000		\$5,000	
	GR - Utililites - Telephone/Internet/Cameras	\$5,000		\$5,000		\$5,000	
Aquatic Facilities Total		\$1,745,800		\$1,953,300		\$1,953,300	
Circle C Community C	Utilities - Water	\$27,000		\$27,000		\$27,000	
Circle C Community C	Utilities - Electric	\$26,000		\$26,000		\$26,000	
Circle C Community C	Utilities - Telephone/Internet	\$9,000		\$9,000		\$9,000	
Circle C Community C	Events Payroll	\$8,500		\$8,500		\$8,500	
	Janitorial	\$24,000		\$20,000		\$20,000	

	Supplies		\$6,000		\$5,000		\$5,000
	Parking Lot & Dumpster		\$8,500		\$8,500		\$8,500
	Equip & Maint		\$18,000		\$18,000		\$18,000
	Contract Services		\$3,000		\$4,000		\$4,000
	Permit & Inspections		\$2,000		\$2,000		\$2,000
Circle C Community C Maintenance - Building		\$61,500		\$57,500		\$57,500	
Circle C Community Ctr Total		\$132,000		\$128,000		\$128,000	
Maintenance Operation: Office Supplies		\$1,200		\$800		\$800	
Maintenance Operation: Employee Education		\$1,200		\$1,800		\$1,800	
Maintenance Operation: Uniforms		\$1,800		\$1,800		\$1,800	
Maintenance Operation: Staff Recruitment-Hiring		\$300		\$300		\$300	
Maintenance Operation: Safety Equip & Supplies		\$1,400		\$1,200		\$1,200	
Maintenance Operation: Maintenance Payroll		\$225,000		\$225,000		\$225,000	
Maintenance Operation: Pool Tech		\$95,000		\$74,000		\$74,000	
Maintenance Operation: Maintenance Payroll Taxes		\$20,000		\$29,000		\$29,000	
Maintenance Operations Computers/Software		\$1,400		\$1,400		\$1,400	
Maintenance Operation: Tools/Supplies		\$5,000		\$5,000		\$5,000	
Maintenance Operation: Office Furniture		\$600		\$600		\$600	
Maintenance Operations Total		\$352,900		\$340,900		\$340,900	
HOA Operations	Office Supplies		\$9,000		\$9,000		\$9,000
	Computers, Software & Service		\$9,000		\$9,000		\$9,000
	Cameras		\$6,000		\$6,000		\$6,000
	Furniture		\$3,000		\$3,000		\$3,000
HOA Operations	Equip/Maintenance		\$18,000		\$18,000		\$18,000
	Maintenance/Registration		\$3,000		\$3,000		\$3,000
	Gas		\$5,000		\$5,000		\$5,000
HOA Operations	HOA Owned vehicles		\$8,000		\$8,000		\$8,000
HOA Operations	Postage		\$20,000		\$24,000		\$24,000
HOA Operations	Web Operations		\$3,000		\$3,000		\$3,000
HOA Operations	Printing		\$5,000		\$7,000		\$7,000
HOA Operations	HOA Meetings		\$5,000		\$7,000		\$7,000
HOA Operations	Deed Restrictions		\$5,000		\$5,000		\$5,000
HOA Operations	HOA Special Events		\$45,000		\$45,000		\$45,000
HOA Operations	Professional Fees (Consulting)		\$2,000		\$2,000		\$2,000

Reserve Study Update		\$5,500			\$0			\$0	
HOA Operations Total		\$125,500			\$128,000			\$128,000	
Financial Management Management Services		\$115,000			\$115,000			\$115,000	
Financial Management Resale Certificate		\$13,350			\$13,350			\$13,350	
Financial Management Lien Filing Administrative Fees		\$4,500			\$4,500			\$4,500	
Financial Management Bank Fees/Credit Card Fees		\$40,000			\$70,000			\$70,000	
Financial Management CPA/Audit		\$10,000			\$10,000			\$10,000	
Financial Management Total		\$182,850			\$212,850			\$212,850	
HOA Management Management Payroll		\$225,000			\$225,000			\$225,000	
HOA Management Management Payroll Taxes		\$20,000			\$22,500			\$22,500	
HOA Management Mileage Reimbursement		\$6,000			\$6,000			\$6,000	
HOA Management Health Insurance		\$60,000			\$60,000			\$60,000	
HOA Management Cont Ed & Skills Enhancement		\$2,000			\$2,000			\$2,000	
HOA Management Total		\$313,000			\$315,500			\$315,500	
Architectural Review E: Architectural Review Expenses		\$8,000			\$8,000			\$8,000	
Architectural Review Expenses Total		\$8,000			\$8,000			\$8,000	
Legal Services Legal Services		\$20,000			\$20,000			\$20,000	
Legal Services Total		\$20,000			\$20,000			\$20,000	
Taxes Property		\$5,500			\$12,000			\$12,000	
Taxes Total		\$5,500			\$12,000			\$12,000	
Insurance General, Property, Boiler & Auto Umbrella		\$85,500			\$85,500			\$85,500	
Insurance HOA Owned Vehicles		\$6,000			\$6,000			\$6,000	
Insurance D & O Insurance		\$12,000			\$12,000			\$12,000	
Insurance Worker's Comp		\$16,000			\$16,000			\$16,000	
Insurance Total		\$119,500			\$119,500			\$119,500	
Community Enhanceme Donations		\$1,000			\$1,000			\$1,000	
Community Enhanceme Association Memberships		\$2,000			\$2,000			\$2,000	
Community Enhancement Total		\$3,000			\$3,000			\$3,000	

Reserve Transfer

Reserve Transfer Total

Grand Total

Difference

				\$0			\$162,856	
	\$0			\$0			\$162,856	
	\$5,281,764			\$5,557,794			\$5,720,650	
	-\$125,714			-\$69,594			\$0	

Exhibit A

Expected Reserve Expenditures and Capital Improvement for 2024

	2024	
SC-Pool Covers	\$9,000	
SC - Competition Pool Renovation/Replaster	\$300,000	
SC - Competition Pool Filter Replacement	\$130,000	
SC - Restroom Renovation	\$110,000	
CC - Pond Controller/Pump Replacement	\$18,000	
AV - Replaster/Repairs to Code	\$95,000	
GR - Repaint/Restain GreyRock Amenity Center	\$4,000	
Node Clock Replacement	\$90,000	
Rock Work	\$25,000	
Irrigation Upgrades	\$35,000	
Bed Upgrades	\$35,000	
Plant Replacement		
Escarpment Project	\$187,000	
CCN Improvement	\$200,000	
Construction Repairs	\$50,000	
Total	\$1,288,000	

Budget 1, 3 & 5

2024 Budget Proposal #1 Standard Hours		Total	Winter A	Spring Break	Spring A	Spring B	Summer	Fall	Winter B
Swim Center	Dates		Jan 3 - Mar 8	Mar 9 - Mar 17	Mar 18 - Apr 28	Apr 29 - Jun 2	Jun 3 - Aug 11	Aug 12 - Oct 13	Oct 14 - Dec 19
	Schedule		Mon-Fri: 6-9:30a (lap) Mon-Fri: 4-8p (lap) Sat: 8a-1p (lap) Sun: Closed	Mon-Fri: 6-9:30a (lap) Mon-Fri: 4-8p Sat: 7-10a (lap) 10a-6p Sun: 1-6p	Mon-Fri: 6-9:30a (lap) Mon-Fri: 4-8p (lap) Sat: 7a-10a (lap) 10:30a-6p Sun: 1-6p	Mon-Fri: 6-9:30a (lap) Mon-Fri: 4-8p (lap) Sat: 7a-10a (lap) 10:30a-6p Sun: 1-6p	Mon: Closed Tue-Thu: 6a-3p (lap) 3p-8p Fri: 6a-8p (lap) Sat: 7-10a (lap) 10:30a-8p Sun: 10a-8p	Mon-Fri: 6-9:30a (lap) Mon-Fri: 4-8p (lap) Sat: 7a-10a (lap) 10:30a-6p Sun: 1-6p	Mon-Fri: 6-9:30a (lap) Mon-Fri: 4-8p (lap) Sat: 8a-1p (lap) Sun: Closed
Community Center	Dates					May 18 - Jun 2	Jun 3 - Aug 11	Aug 12 - Sep 2	
	Schedule					Mon-Fri: Closed Sat-Sun: 12-6p	Mon: 11a-7p Tue: Closed Wed-Sun: 11a-7p	Mon-Fri: Closed Sat-Sun: 12-6p	
Avaña	Dates					May 4 - Jun 2	Jun 3 - Aug 11	Aug 12 - Sep 2	
	Schedule					Mon-Fri: Closed Sat-Sun: 12-6p	Mon-Wed: 9a-7p Thu: Closed Fri-Sun: 9a-7p	Mon-Fri: Closed Sat-Sun: 12-6p	
Greyrock	Dates					May 11 - Jun 2	Jun 3 - Aug 11	Aug 12 - Sep 2	
	Schedule					Mon-Fri: Closed Sat-Sun: 12-6p	Mon-Tue: 11a-7p Wed: Closed Thu-Sun: 11a-7p	Mon-Fri: Closed Sat-Sun: 12-6p	
6021 - Lifeguards	Estimated Payroll	\$755,115.54	\$56,130.38	\$18,589.06	\$63,178.00	\$80,508.58	\$374,565.75	\$108,774.14	\$53,369.63
6022 - Front Desk	Estimated Payroll	\$121,267.50	\$9,379.69	\$2,880.75	\$11,613.56	\$13,299.75	\$55,174.13	\$19,384.68	\$9,534.94
Total	Estimated Payroll	\$876,383.04	\$65,510.07	\$21,469.81	\$74,791.56	\$93,808.33	\$429,739.88	\$128,158.82	\$62,904.57

Possible Expanded hours for Budget 1, 3 & 5

Expanded Fall Hours #1 Extend weekend fall hours at AV+GR through Sep 27 AND increase AV hours by 2 hours/day		Total	Winter A	Spring Break	Spring A	Spring B	Summer	Fall	Winter B
Avaña	Dates							Aug 12 - Sep 27	
	Schedule							Mon-Fri: Closed Sat-Sun: 10a-6p	
Greyrock	Dates							Sep 3 - Sep 27	
	Schedule							Mon-Fri: Closed Sat-Sun: 12-6p	
6021 - Lifeguards	Estimated Increase	\$6,900.00						\$6,900.00	
6022 - Front Desk	Estimated Increase	\$1,900.00						\$1,900.00	
Total	Estimated Increase	\$8,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,800.00	\$0.00

Expanded Fall Hours #2 Add weekday 530p-730p to AV through Sep 27		Total	Winter A	Spring Break	Spring A	Spring B	Summer	Fall	Winter B
Avaña	Dates							Aug 12 - Sep 27	
	Schedule							Mon-Fri: 5::30p-7:30p	
6021 - Lifeguards	Estimated Payroll	\$5,700.00						\$5,700.00	
6022 - Front Desk	Estimated Payroll	\$1,550.00						\$1,550.00	
Total	Estimated Payroll	\$7,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,250.00	\$0.00

Budget 2, 4 & 6

2024 Budget Proposal #2 Standard Hours + Daytime Rec Swim at SC		Total	Winter A	Spring Break	Spring A	Spring B	Summer	Fall	Winter B
Swim Center	Dates		Jan 3 - Mar 8	Mar 9 - Mar 17	Mar 18 - Apr 28	Apr 29 - Jun 2	Jun 3 - Aug 11	Aug 12 - Oct 13	Oct 14 - Dec 19
	Schedule		Mon-Fri: 6-10a (lap) Mon-Fri: 10a-8p (no slide until 4p) Sat: 8a-1p (lap) Sun: Closed	Mon-Fri: 6-10a (lap) Mon-Fri: 10a-8p Sat: 7-10a (lap) 10a-6p Sun: 1-6p	Mon-Fri: 6-10a (lap) Mon-Fri: 10a-8p (no slide until 4p) Sat: 7a-10a (lap) 10:30a-6p Sun: 1-6p	Mon-Fri: 6-10a (lap) Mon-Fri: 10a-8p (no slide until 4p) Sat: 7a-10a (lap) 10:30a-6p Sun: 1-6p	Mon: Closed Tue-Thu: 6a-10a (lap) 10a-8p Fri: 6a-8p (lap) Sat: 7-10a (lap) 10:30a-8p Sun: 10a-8p	Mon-Fri: 6-10a (lap) Mon-Fri: 10a-8p (no slide until 4p) Sat: 7a-10a (lap) 10:30a-6p Sun: 1-6p	Mon-Fri: 6-10a (lap) Mon-Fri: 10a-8p (no slide until 4p) Sat: 8a-1p (lap) Sun: Closed
Community Center	Dates					May 18 - Jun 2	Jun 3 - Aug 11	Aug 12 - Sep 2	
	Schedule					Mon-Fri: Closed Sat-Sun: 12-6p	Mon: 11a-7p Tue: Closed Wed-Sun: 11a-7p	Mon-Fri: Closed Sat-Sun: 12-6p	
Avaña	Dates					May 4 - Jun 2	Jun 3 - Aug 11	Aug 12 - Sep 2	
	Schedule					Mon-Fri: Closed Sat-Sun: 12-6p	Mon-Wed: 9a-7p Thu: Closed Fri-Sun: 9a-7p	Mon-Fri: Closed Sat-Sun: 12-6p	
Greyrock	Dates					May 11 - Jun 2	Jun 3 - Aug 11	Aug 12 - Sep 2	
	Schedule					Mon-Fri: Closed Sat-Sun: 12-6p	Mon-Tue: 11a-7p Wed: Closed Thu-Sun: 11a-7p	Mon-Fri: Closed Sat-Sun: 12-6p	
6021 - Lifeguards	Estimated Payroll	\$1,455,088.45	\$184,197.08	\$31,190.11	\$147,167.43	\$146,323.83	\$475,674.31	\$271,827.31	\$198,708.38
6022 - Front Desk	Estimated Payroll	\$215,143.30	\$25,086.04	\$5,067.21	\$22,403.59	\$22,291.44	\$71,035.75	\$41,003.52	\$28,255.75
Total	Estimated Payroll	\$1,670,231.75	\$209,283.12	\$36,257.32	\$169,571.02	\$168,615.27	\$546,710.06	\$312,830.83	\$226,964.13

Possible Expanded Hours Budget 2, 4 & 6

Expanded Fall Hours #1 Extend weekend fall hours at AV+GR through Sep 27 AND increase AV hours by 2 hours/day		Total	Winter A	Spring Break	Spring A	Spring B	Summer	Fall	Winter B
Avaña	Dates							Sep 3 - Sep 27	
	Schedule							Mon-Fri: Closed Sat-Sun: 10a-6p	
Greyrock	Dates							Sep 3 - Sep 27	
	Schedule							Mon-Fri: Closed Sat-Sun: 12-6p	
6021 - Lifeguards	Estimated Increase	\$7,300.00						\$7,300.00	
6022 - Front Desk	Estimated Increase	\$1,600.00						\$1,600.00	
Total	Estimated Increase	\$8,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,900.00	\$0.00

Expanded Fall Hours #2 Add weekday 530p-730p to AV through Sep 27		Total	Winter A	Spring Break	Spring A	Spring B	Summer	Fall	Winter B
Avaña	Dates							Aug 12 - Sep 27	
	Schedule							Mon-Fri: 5:30p-7:30p	
6021 - Lifeguards	Estimated Payroll	\$5,500.00						\$5,500.00	
6022 - Front Desk	Estimated Payroll	\$1,550.00						\$1,550.00	
Total	Estimated Payroll	\$7,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,050.00	\$0.00

Ronald W. Meyer, P.L.L.C.
Certified Public Accountant

401 West 15th Street, Suite 850 • Austin, Texas 78701 • Phone: (512) 476-4511 • Fax: (512) 476-4508

September 23, 2023

Board of Directors
Circle C Homeowners Association, Inc.
7817 La Crosse Avenue
Austin, Texas 78739

We are pleased to confirm our understanding of the services we are to provide for Circle C Homeowners Association, Inc. for the year ended December 31, 2023.

We will audit the financial statements of Circle C Homeowners Association, Inc., which comprise the balance sheet as of December 31, 2023, and the related statements of income, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements. The document we submit to you will include supplementary information about future major repairs and replacements required by the Financial Accounting Standards Board (FASB). Although we will apply certain limited procedures with respect to the required supplementary information, we will not audit the information and will not express an opinion on it.

Audit Objective

The objective of our audit is the expression of an opinion about whether the Association's financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and will include tests of the Association's accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of Circle C Homeowners Association, Inc.'s financial statements. Our report will be addressed to the Board of Directors of Circle C Homeowners Association, Inc. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unqualified, we will discuss the reasons with management in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected owners, creditors, and financial institutions. We will also request written representation from the Association's attorneys as part of the engagement, and they may bill management for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be

examined and the areas to be tested. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Association or to acts by management or employees acting on behalf of the Association.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify reportable conditions, that is, significant deficiencies in the design or operation of internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

Other Services

We will prepare the Association's federal income tax return, Form 1120-H, and Texas franchise tax return and public information report, for the year ended December 31, 2023, based on information provided by you.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

Management Responsibilities

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with U.S. generally accepted accounting principles. Management is also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee the tax services and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. The Association's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Association involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of their knowledge of any allegations of fraud or suspected fraud affecting the Association received in communications from employees, former employees, regulators, or others. In addition, management is also responsible for identifying and ensuring the entity complies with applicable laws and regulations.

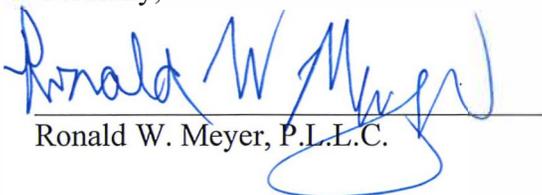
Audit Administration, Fees, and Other

We expect to begin our audit on acceptance of these terms and to issue our report no later than August 15, 2024. Federal and state tax returns will be completed in advance of their respective extension due dates.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as repmi production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the Association's services. Based on our preliminary estimates, the audit and tax return preparation will be a total of \$9,500 and \$465, respectively. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if the Association's account becomes 30 days or more overdue and will not be resumed until the Association's account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. Management will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to management and believe this letter accurately summarizes the significant terms of our engagement. If management has any questions, please let us know. If management agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Cordially,



Ronald W. Meyer, P.L.L.C.

RESPONSE:

This letter correctly sets forth the understanding of Circle C Homeowners Association, Inc.

Officer signature: _____

Title: _____

Date: _____

~~FOURTH~~ THIRD AMENDED BYLAWS
OF
CIRCLE C HOMEOWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is Circle C Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located in Travis County, Texas at a location established by the Board of Directors. Meetings of members and directors may be held at such places within the State of Texas, County of Travis, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Declarant" shall mean and refer to Circle C Development Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Travis County, Texas.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held within the first quarter of the year. The place, date, and time of meeting shall be established by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to one-tenth (1/10) of all of the eligible votes.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by United States mail or by electronic delivery (email). Notice must be sent mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, and shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. If the notice is mailed, it must be sent postage prepaid, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. IF the notice is sent by electronic delivery, it must be sent to the email address supplied by such member to the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the eligible votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies Voting Methods. At all meetings of members, each member may vote in person or by proxy. The Board may in its discretion implement any other voting method allowed by law, such as voting by mail or electronic means. All proxies shall be in writing and filed with the secretary or other designated Association agent. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. The Board shall promulgate the form of all proxies and ballots, and no other form shall be valid.

Section 6. Conduct of Members' Meeting. All meetings of the Association will be conducted under the current edition of Robert's Rules of Order.

Section 7. Vote Taken Without a Meeting. An election or vote may be held without a meeting using any method of voting that the Board in its discretion shall determine: provided, that notice of such election/vote and the instructions on how to cast a vote must be given not later than the 20th day before the latest date on which a ballot may be submitted, returned, or cast.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a board of seven (7) directors, each of whom shall be a member of the Association.

Section 2. Term of Office. A director's term of office shall be three years. Every third year, three terms shall expire; in the other two years, two terms shall expire. At the time of adoption of this Fourth Amendment to Bylaws, two terms will expire in 2024, three terms will expire in 2025, and two terms will expire in 2026.~~At the March 2004 annual meeting the members shall elect one director for a term of three years to fill the place that is presently held and would ordinarily be up for election. The members shall also elect two directors for terms of three years each, one director for a term of two years, and one director for a term of one year. At the 2005 annual meeting the members shall elect one director for a term of three years to fill the place that is held at the time of the March 2004 annual meeting and would ordinarily be up for election in 2005. The members shall also elect a director for a term of three years for the position elected in 2004 for a term of one year. At the 2006 annual meeting the members shall elect a director for a term of three years to fill the place held at the time of the March 2004 annual meeting and would ordinarily be up for election in 2006. The members shall also elect a director for a term of three years for the position elected in 2004 for a term of two years. Beginning in 2007 and every third year thereafter, the members shall elect three directors for terms of three years each. Beginning in 2008 and every third years thereafter, the members shall elect two directors for terms of three years each. Beginning in 2009 and every third years thereafter, the members shall elect two directors for a term of three years each.~~

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association voting at a meeting at which a quorum is present. In the event of death, resignation or removal of a director, his successor shall be selected by a majority of the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. Action taken without a meeting shall be appropriately documented and included with minutes of meetings of the Board of Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors can be made by any member of the association. In order for a nominee's name to be included in any official ballot, that nominee must 1) be an association member in good standing, 2) obtain signatures of association members representing at least twenty (20) lots in good standing in the association or receive a recommendation from the Nominating Committee and 3) have completed a Candidate Questionnaire composed by a Nominating Committee appointed by the Board. No candidate meeting these requirements will be removed from the ballot unless they so choose. Nominations can also be made from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by secret written and/or electronic ballot. Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by a majority of directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Alternative Forms of Meetings. The Board of Directors may meet via alternative forms as authorized by Texas Business Organizations Code section 6.002, as the same may be amended from time to time.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. An officer may also resign at a meeting of the Board of Directors by giving verbal notice, and such resignation shall be effective immediately, unless the officer and directors agree at the meeting to a later effective date.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for

inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

The Association may maintain an email list for the purpose of communicating with its members. The contents of this list shall be confidential, shall not be filed among the records of the Association, and shall not be disclosed to any member and/or third party unless required by Court order. The email list will be used for official Association communications only.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent per annum or the maximum legal rate, whichever is lesser, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that if there is a valid FHA or VA Letter of Approval in effect, the Federal Housing Administration or the Veterans Administration, as applicable, shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control: and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Throughout these Bylaws, words importing the masculine gender shall be read as also importing the feminine gender.

CERTIFICATION

~~_____ I, the undersigned, do hereby certify:~~

~~_____ THAT I am the duly elected and acting secretary of the Circle C Homeowners Association, a Texas corporation, and,~~

~~_____ THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 8th day of March, 1988 and as later amended by a majority vote of members eligible to vote who attended the Special Meeting of the Members held in January 2004 and the annual meeting of the members held in March 2005; further amended by a majority vote of members eligible to vote who attended the Annual Meeting held in March 2007; further amended by a majority vote of members eligible to vote who attended the Annual Meeting held in March 2009.~~

~~_____ IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 3rd day of May 2005.~~

~~_____ IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 5th day of May 2007.~~

~~_____ IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 20th day of May 2009.~~

Secretary, CCHOA

LEASE

Basic Terms

Date: October 20, 2023

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, 2024

Termination Date: December 31, 2024

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 President

Date: _____

CIRCLE C LANDSCAPING, LLC

By: _____

Printed Name: Kyle Hoover

Title: Circle C Landscape, LLC President

Date: _____

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

October 20, 2023

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, 2024 to December 31, 2024 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, President

Date: _____

Susan R. Hoover
Architectural Review Services

Date: _____

Architectural Review Services

Exhibit One

Exhibit One

Architectural Review Services Contract

January 1-December 31, 2024

Fees for Architectural Control Committee Review

Residential Projects

Small Homeowner Improvements

\$45.00

decks, patios, play equipment, arbors, gazebos, patio covers,
sheds, antennae, 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
Small front yard landscape improvements (replanting beds, adding edging to existing beds)

2024 Circle C Swim Center Renovations

Competition Pool

Scope of Work to be Done:

- Replaster Pool With DiamondBrite Quartz or like product
- Tile Repairs Where Needed
- Coping Refinish and Paint
- Replace All 6" Rubber Couplings on Return Lines in Gutter
- Replace Main Drain Grates—
- Replace Pool Lights With Possibly Led but whatever is cost efficient(Will require Restructure of Electric J-Boxes and GFCI's or Transformers)
- Replace Pool Sand Filters(Approved at September 2023 Board Meeting)
- Rebuild/Re-caulk Pool Expansion Joints
- Caulk all Deck Expansion Joints
- Replace 10" Butterfly Valve on Suction Side of Pump
- Repair/ Replace Damaged Grab rail anchors

Wade Pool

Scope of Work to be Done:

- Replaster Pool With DiamondBrite Quartz or like product
- Retile Pool and Repair Bond Beam Where Necessary
- Coping Refinish and Paint
- Replace Main Drain Grates
- Refinish Dumping Buckets and Pole for Dumping Buckets

Restroom Facilities

Scope of Work to be Done:

- Take Out Pavers on Floor and Add Drains and Brushed Concrete Floor Finish to bring facility to City of Austin/Travis County Code
- Completely Rebuild Showers/Fixtures and Replace Shower Divider Walls to Meet ADA requirements
- Replace Ceiling Fan/Light Combination with Separate Lights and Fans(Lights will need to be wet area rated but provide sufficient light for restrooms at night---Ceiling Fans will need to be wet rated as well All switches will need to be replaced.
- Replace Doors and Frames at restroom/Wade Pump Room Storage entries with FRP Doors and Frames
- Replace all stall partitions/doors

Circle C Community Center Pool Plaster Update (10/20/2023)

We drained the pool and upon inspection it was found that quite a bit of the plaster surface was delaminating from the subsurface. In other words, the plaster that Atlantis applied in May of 2022 did not adhere well. Atlantis ended up removing all plaster that showed delamination and prepared the pool for new plaster. They installed a new bond coat to the whole pool and are currently scheduled to install the new plaster on the complete pool on Wednesday October 25—weather depending. They are also going to install MicroGlass on the new plaster which soaks into the plaster and hardens the new plaster surface. Atlantis is an authorized applicator of MicroGlass.

Atlantis did testing on the pool surface and delaminated plaster but could not 100% determine why the plaster delaminated but are pretty sure that either there was an anomaly with bond coat adherence and/or the surface did not get fully cleaned properly after the 40,000 PSI water blaster preparation was done.

Either way, Atlantis is making good on the warranty and Circle C HOA will not be out any money on the re-plaster of the pool. They are also installing the MicroGlass at no charge which has an added value of about \$25,000.

Robert Bardeleben

Facilities Director

Circle C Swim Center

Pool Replaster and Renovation 2023-2024

As discussed in previous board meetings, we are looking at renovating the Swim Center over the winter of 2023-2024. There are three parts to this renovation:

1. Competition Pool Replaster/Repairs and Wade Pool Replaster/Repairs-information/proposals in this document
2. Restroom Renovation to Bring the Facility up to Current Code-in process with architects and engineers for permit.
3. Competition Pool Filter Replacement-Approved at September 2023 Board Meeting

It would be best to complete all three of these projects at the same pool closing.

The Swim Center Pools were last replastered with major repairs in the Winter of 2014. The typical life of quartz plaster in a commercial pool is 10 years. Our plaster is showing wear to the point where it needs to be replastered. The scope of work for the Swim Center Pools is as follows:

Competition Pool

- Replaster Pool With DiamondBrite Quartz or like product
- Tile Repairs Where Needed
- Coping Refinish and Paint
- Replace All 6" Rubber Couplings on Return Lines in Gutter
- Replace Main Drain Grates
- Fill in light niches as interior pool lights are no longer usable-lighting requirements are met through the exterior pole lights
- Replace Pool Sand Filters-approved at Sept 2023 board meeting
- Rebuild/Re-caulk Pool Expansion Joints
- Caulk all Deck Expansion Joints
- Replace 10" Butterfly Valve on Suction Side of Pump
- Repair/ Replace Damaged Grab rail anchors

Wade Pool

- Replaster Pool With Diamond Brite Quartz or like product
- Retile Pool and Repair Bond Beam Where Necessary
- Coping Refinish and Paint
- Replace Main Drain Grates
- Refinish Dumping Buckets and Pole for Dumping Buckets

We have obtained three estimates for this project. I have made notes in the Pool Plastering Process and on the bid comparison sheet.

The Pool Plastering Process

Circle C HOA

Step 1: Plaster Color

Our pools plastered in a blue quartz color. This allows for the extra blue sparkle in the pool when the sun is shining yet still adds a little blue tint when the sky is cloudy.

Step 2: Drain the Pool

Our pools are drained to the sanitary sewer with the exception of the Swim Center which is drained through the backwash which runs to the storm drainage tanks/field behind the Swim Center.

Step 3: Relieve Hydrostatic Pressure

Hydrostatic Pressure is not typically a problem in our area, but Avana and Greyrock have hydrostatic relief valves in the bottom and the plaster company will core a hole in the bottom if they deem it necessary to relieve pressure. The Swim Center and Community Center Pools historically have great drainage underneath the structure.

Step 4: Prepare the Pool for Plastering

The preparation is started by undercutting all waterline tiles, and undercutting on any pool fittings and features such as lights, jets, returns, floor tiles, and main drains. After undercutting, the plaster is assessed for hollows (plaster that has separated, or de-laminated, from the concrete surface.) These hollows will be chipped out. Once hollows are chipped out the pool is inspected for any cracks that need to be addressed. Cracks are addressed as needed. Some might require extensive repairs.

Now there are options as to how to finish the prepping of the pool.

Atlantis chooses to use a 40,000 PSI water pressure blaster to remove any worn or dead plaster. This creates a good surface so that the bond coat can be applied. The bond coat is then applied.

Progressive Commercial chooses to remove all of the old plaster, acid wash, and apply no bond coat. This has some benefits but also creates some risks. When this is done it is likely that some of the existing concrete shell will come off with the chipping process. On a pool that is older this is even more of an issue if the pool has been replastered multiple times in the past.

Commercial Swim chooses to remove any hollows, spot chip across the rest of the plaster, acid and pressure wash, and then bond coat.

Note: A bond coat is a specially formulated, two-part cementitious coating, designed to be used as an ideal substrate to mechanically bond pool plaster over existing plaster finishes.

Step 5: Apply the New Plaster Finish

Pool plaster will be applied over a scratch coat and will have thickness of 3/8 to 1/2 an inch. Once the new plaster layer is applied, the finish will be smooth troweled.

Step 6: Installation of MicroGlass (Included with Atlantis Only)

MicroGlass is a premium curing agent for all types of plaster and pebble surfaces. The ultimate in pool plaster vitrification, hydration, and stabilizer for new or existing surfaces. MicroGlass hardens and seals the surface which has the following benefits:

- Reduces Color Loss
- Reduces Micro/Shrink Cracking
- Improves Start-Up Chemistry
- Reduces Overall Chemical Usage
- Reduces Surface Etching
- Lessens Calcium Nodule Formation
- Extends Pool Surface Life Expectancy

Step 12: Refilling the Pool & Chemistry Balance

A sequestering agent is added to the pool water upon the beginning of the fill to prevent any metal staining on the new plaster finish. Once the pool is filled the pool equipment is started up to begin the circulation and filtration of the water. The pool chemicals are then adjusted in the following order. Chlorine, Total Alkalinity, PH, Cyanuric Acid(Stabilizer), Calcium Hardness.



☎ 1-855-9397

How MicroGlass Works

Make Plaster HARDER And BETTER Than NEW? YES! Here's How MicroGlass Does It..

To understand why MicroGlass makes plaster and aggregate finishes stronger, harder, and nearly impervious to water chemistry, it's important to understand some basic fundamentals of pool plaster.

I Pool plaster is not exactly "waterproof."

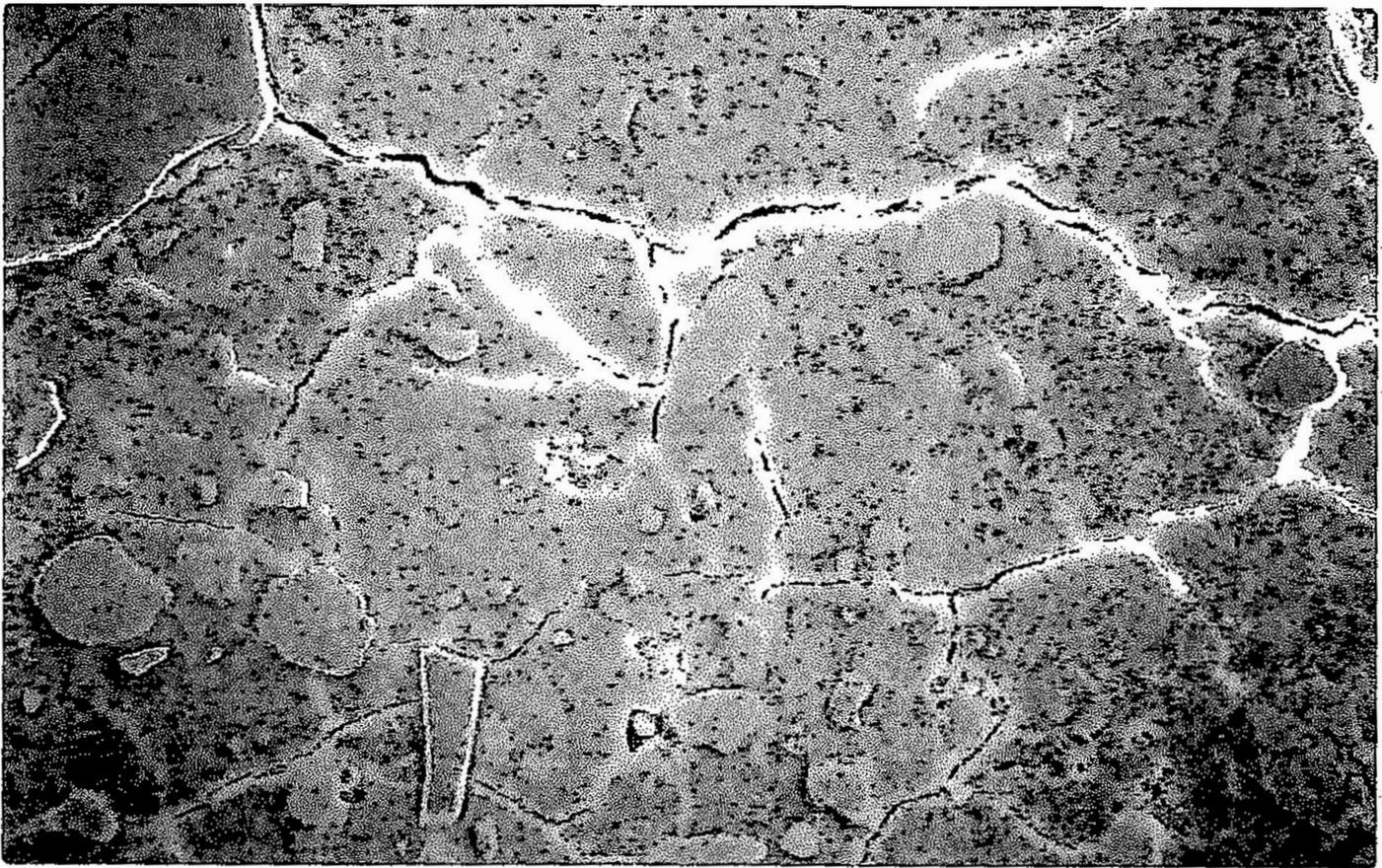
Most people know that **pool plaster is comprised of a variety of materials**, including Portland cement, plus marble dust and/or quartz and/or other aggregates, and a variety of other chemicals and additives.



(tt] 6S5•9397

you chasing your tail trying to stabilize the pH and total alkalinity.

NQJI: To keep things simple, **when we say "pool plaster," we're referring to ALL types of cement-based interior finishes for concrete/gunite swimming pools.** That means standard pool plaster (a.k.a. Marcite) as well as all forms of polished quartz and exposed aggregates.



II. Pool plaster is constantly reacting with pool water.

Most people know that **maintaining a stable pH and total alkalinity in a safe zone is vital to protecting your pool plaster** and *other* parts of your swimming pool. Similarly, most people know that **when the water chemistry is out of whack, your pool plaster may be damaged**, or do things you don't want it to do.

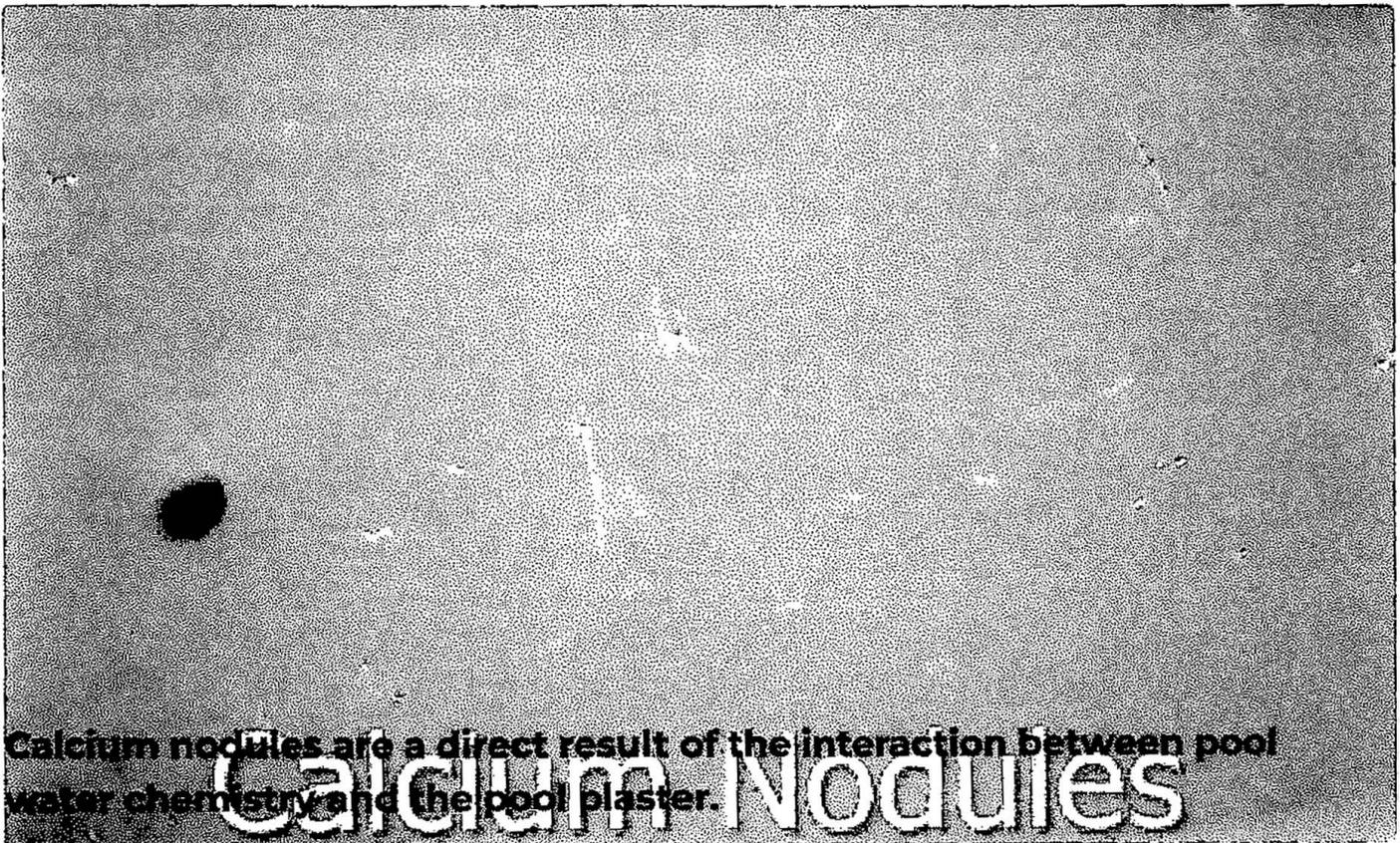


1W 1655-9397

III. Calcium nodules, anyone?

Some of the more glaring examples of pool water reacting with the calcium hydroxide in the plaster is the fading of plaster color, and the formation of small white calcium deposits on your beautiful pool finish. (These are unsightly, and they feel like small barnacles on your feet. Nobody wants calcium nodules!)

NOTE - Calcium nodules and "scale" are two different things. Scale comes from minerals in the water, not from the plaster.



Plaster etching, spalling, color-loss and shortened lifetimes are other common side-effects of chemicals interacting with the plaster.



!!!ill&;s.939Z

IV, MicroCilass will FILL the voids, and minimize the water/plaster chemical reactions.

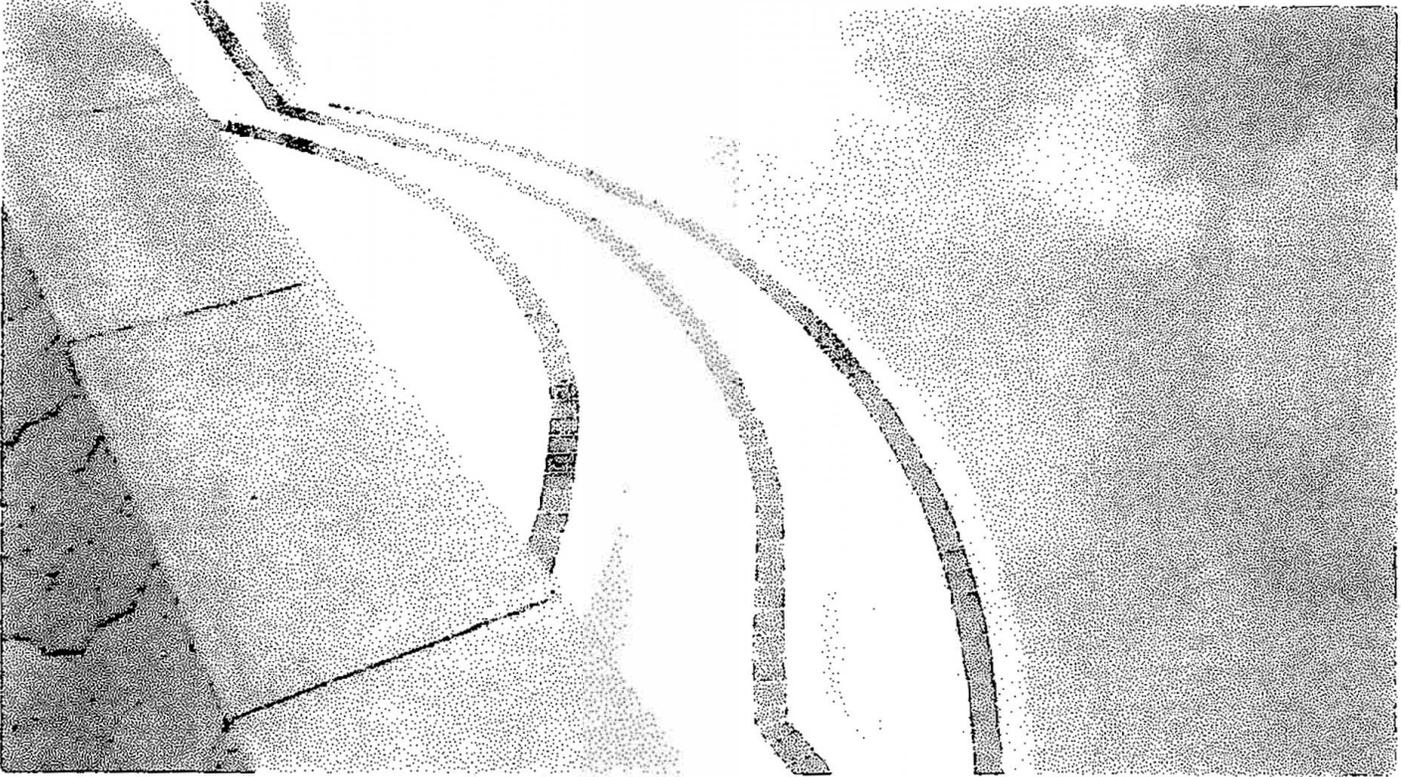
MicroGlass Is not a "waterproofing agent," nor a paint or coating, or anything remotely like that.

MicroGlass is produced through a scientific process that penetrates the pool plaster matrix by up to half an inch, and chemically converts and displaces the soft, vulnerable calcium hydroxide with small but significantly harder glass-like silicates. (Hence the name "MicroGlass.")

By removing most of the calcium hydroxide, and filling most of the voids and capillaries with the MicroGlass, the application greatly minimizes the chemical interactions between the plaster and the pool water.



(941) 655-9397

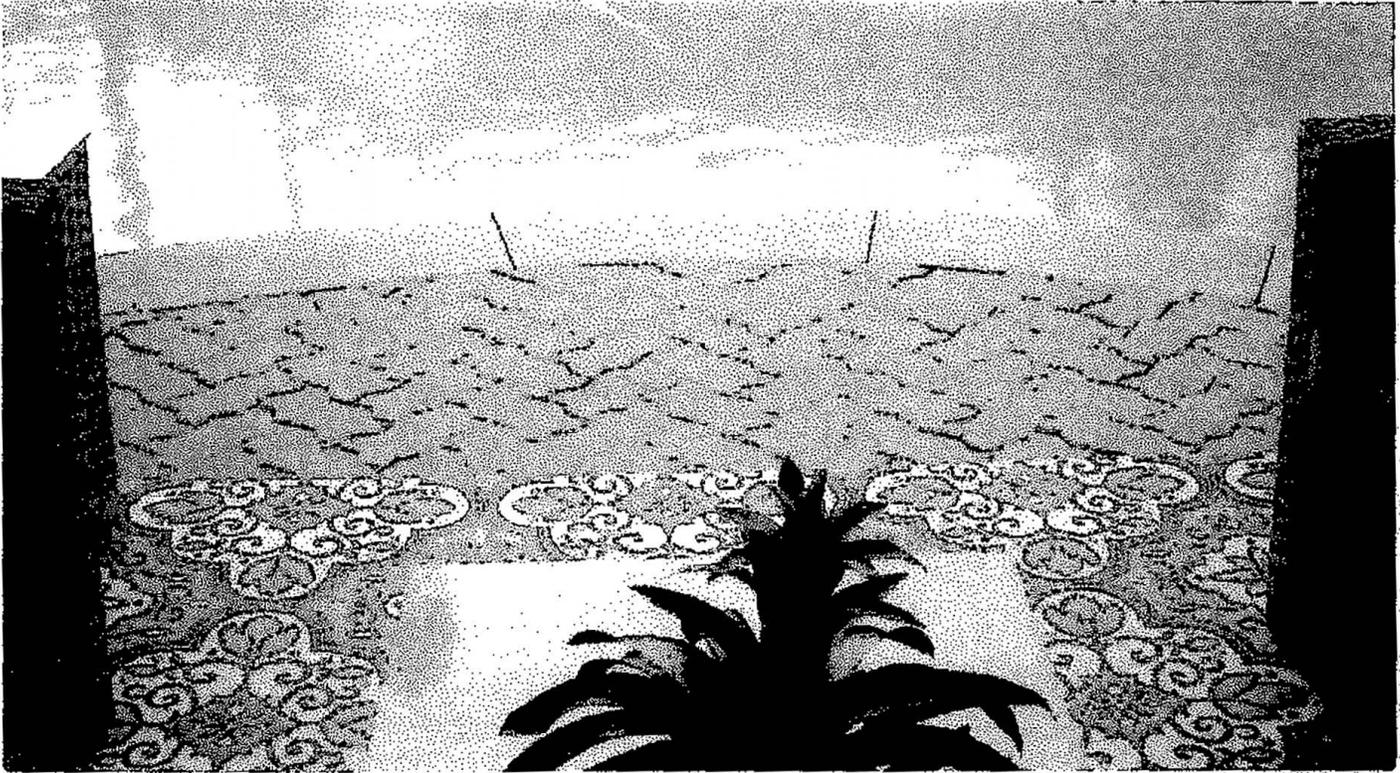


V. MicroGlass is NOT a "temporary fix." The change is permanent.

The MicroGlass application is "One and Done." When the process is complete, the plaster is permanently improved and hardened. The silicates are never going to revert back to calcium hydroxide. **You will never have to apply it again until if and when *you* decide to completely replaster the pool.**

MicroGlass

.CWI655-9397



VI. Yes, MicroClass is "cutting-edge," but it wasn't invented yesterday.

MicroGlass has been used on hundreds of swimming pools in the United States for more than 15 years. Our results are not based on speculation, but real-world results on all different types of pool interior finishes, both new and old, in many different environments, all over the U.S and beyond.

Circle C Swim Center

Plaster/Pool Repairs Bid Comparisons 2023-4

Company	Price	Prep	Bond Coat	Type Plaster	Microglass?	Plaster Warranty	Repair Warranty	Est. Completion Time
Progressive Commercial Aquatics	\$ 378,160.86	Chip Out	No	Quartz	No	5 years	1 Year	6-8 Weeks
Commercial Swim	\$ 287,386.75	Chip Out	Yes	Quartz	No	1 Year	1 Year	6-8 Weeks
Atlantis	\$304,391.00	40,000 PSI Liquid Blaster	Yes	Pebble Quartz	Yes	5 Years	1 Year	8 weeks
<p>Notes:</p> <p>Commercial Swim's bid is a bit low and I do not feel fully confident in their ability to do a project this big.</p> <p>Progressive Commercial's bid is quite high for this project.</p> <p>The 40,000 PSI Liquid Blaster that Atlantis uses for prep is extremely effective in getting rid of all loose material that could cause bonding issues.</p> <p>Progressive Commercial and Atlantis both have 5 year plaster warranties where Commercial Swim's warranty is 1 year.</p> <p>Atlantis is the only one of these companies that is certified to install Microglass. With the research I have done on Microglass there is nothing but good things said about it and its technology is rock solid. I believe the Microglass would benefit our pools.</p> <p>## I feel confident in both Commercial Swim's and Atlantis's ability to do this project. Atlantis did our last Swim Center Pool Renovation in 2014 and we had no issues at all.</p> <p>Both Atlantis and Commercial Swim do projects of this caliber on a regular basis.</p>								



Swim Center

Project Name: Circle Clap and baby pool replaster, tile, light fill in, coping coating
Attn: Robert B.
Date: 9/15/23

Quote:

Plaster Portion for lap and baby pool (beach entry sandy beach excluded from being done per owner):

- Remove plaster down to concrete surface (this is not a bond kote).
- Pressure wash and acid wash entire pool before plaster is laid.
- Apply Quartz tier 1 finish (color tbd from samples).
- Acid wash new plaster and scrub excess residue before the pool is filled.
- Remove all debris from the site.
- Includes all dumpsters needed.
- Includes all new maindrain covers. The new covers we are replacing with have a 10 year life span.
- Owner is responsible for draining prior to us showing up and refilling when finished, we will chemically balance with start up chemicals that we provide once full and do the first brush and vacuuming and then facility staff will need to take it from there.

Tile Portion:

- Remove all waterline tile on baby pool only and replace with new like cobalt blue tile and new depth markers on the waterline.
- Replace toe tile on any steps and benches with new nonskid toe tile blue in both pools.

Lights:

- Remove (33) pool lights from niches and seal conduit outlet with potting epoxy, clean interior of niche, form at all niches and fill in with non shrink

grout as approved by an aquatic engineer on other projects that lights are filled in.

- All labor and materials for all (33) are included.

Single set of ladder Grab Rails:

- Provide (1) set of custom long reach grab rails where concrete is broken and remove a 4X6 area of pavers and pour concrete with new anchors for the new rail set.
- Fill in old anchors in the top of the coping to be coated over.
- Pour back 4x6 slab and set new anchors and new grab rails in that one location.

Coping coating and expansion joints:

- Fully remove coating around lap and baby pool.
- Install new nonskid coating on coping for both pools in color of your choice.
- Tape off existing depth markers so they are not destroyed.
- Remove and replace caulking on deck as well as in pool in expansion joints. In pool we will use what is needed for underwater and non sag for the walls.

Grand Total: \$349,340.29 + tax if taxable

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,7 1(OS6

Thank you,

Myles Phelps

Progressive Commercial Aquatics, Inc.

15616 Schmidt Loop Manor, Texas 78653 (512) 278-0801 Fax (512) 350-2154

Website WWW-1@&ig@&L@&◆◆◆ail◆◆wm!eSJ!!!:I@Matire@MMIBF◆.com

Estimate

ESTIMATE#

1029372494

DATE

10/16/2023

PO#

PO BOX 952
Hutto, TX 78634
(512) 244-7946 / TICL375
Info@commercfalswlm.com

CUSTOMER

Circle C HOA
5919 La Crosse Avenue
Austin TX 78739

SERVICE LOCATION

Circle C HOA
5919 La Crosse Avenue
Austin TX 78739

Repair coping

- spray deck texture on coping
- new tile markers
- Repair handrail
- Replace all 6" rubber couplings on return line in gutter
- Replace all mastic
- Tile where needed
- remove and fill in all light niches.

Re-Plaster of Pool - Main pool

- Drain pools
- Under cut all tile that will remain
- Core hydrostatic relief holes if applicable
- Remove any un-bonded loose plaster
- Acid wash then power wash surface and tiles
- Install new demarcation tiles on steps for code compliance
- Apply CU Bond Coat and let cure for 48 hours
- Install VGB compliant main drains
- Remove and replace in wall ladder steps
- Remove and replace all light rings
- full chip out
- Re-plaster pool in Blue Quartz plaster

work should take approx. 8 weeks

1. All plaster has 1 year workmanship warranty
2. No warranty on pools with plaster dye,
3. FPP will not warranty any damage done to the plaster that is caused by a crack and/ or shifting of gunite/shotcrete shells, improper chemical balance, rebar or tie wire rust, pipes that are not leveled. Including lights. Any damage done to the plaster by animals, humans, or any unforeseen circumstances/ Acts of God.
4. If the pool requires water trucks, it is the builder's responsibility to coordinate that when the plaster is complete

*Swim Center
Including Baby Pool*

Estimate

Description	Qty	Rate	Total
Coping repair/ texture	480,00	32.00	15,360.00
Mastic	480.00	5.00	2,400.00

Description	Qty	Rate	Total
Tile markers	1.00	3,800.00	3,800.00
Handrail	1.00	300.00	300.00
Tile	1.00	500.00	500.00
6" rubber couplings labor arxi matrilas	6.00	220.00	1,320.00
Remove and fill light nice	30.00	250.00	7,500.00
Prep amd Bond coat	13580.00	4.00	54,320.00
Step and bench tile per lf	120.00	16.00	1,920.00
Blue Quartz	13580,00	9.75	132,405.00
Slurry Box and Acid wash	4.00	2,400.00	9,600.00
Fittings (main drains♦ wall fitting:;)	4.00	1,000.00	4,000.00
Tax		8,25%	19,257.56

CUSTOMER MESSAGE

Estimate Total:

Comp \$252,682.56

PRE-WORK SIGNATURE

Signed By:

\$ 15'35\$8.r:16
~~285,535.32~~
 wode 34,704.19
 \$ Total 287,386.75

Estimate



PO BOX 952
Hutto, TX 78634
(512) 244-7946 / TICL375
fnfo@commercialswim.com

ESTIMATE#

1029374188

DATE

10/16/2023

PO#

CUSTOMER

CircleCHOA
5919 La Crosse Avenue
Austin TX 78739

SERVICE LOCATION

Circle C HOA
5919 La Crosse Avenue
Austin TX 78739

kid pool

Repair coping

- spray deck texture on coping
- new tile markers
- ◆ Refinish dumping buckets and pole
- Replace all mastic
- Replace tile

Re-Plaster of Pool • Main pool

- Drain pools
- Under cut all tile that will remain
- Core hydrostatic relief haes if applicable
- Remove any un-bonded loose plaster
- Acid wash then power wash surface and tiles
- Install new demarcation tiles on steps for code compliance
- Apply CU Bond Coat and let cure for 48 hours
- Install VGB compliant main drains
- Remove and replace in wall ladder steps
- Remove and replace all light rings
- full chip out
- Re-plaster pool in Blue Quartz plaster

DESCRIPTION

work should take aprox. 12 weeks

1. All plaster has 1 year workmanship warranty
2. No warranty on pools with plaster dye.
3. FPP will not warranty any damage done to the plaster that is caused by a crack and/ or shifting of gunite/shotcrete shells, improper chemical balance, rebar or tie wire rust, pipes that are not leveled. Including Ughts. Any damage done to the plaster by animals, humans, or any unforeseen circumstances/ Acts of God.
4. If the pool requires water trucks, it is the builder's responsibility to coordinate that when the plaster is complete

*Baby Pool -
Included in
Swim Center Bid*

Estimate

Description

Qty

Rate

Total

Prep and bond coat

130.00

29.66

3,655.60

Description	Qty	Rate	Total
Trim tiles	80.00	16.00	1,280.00
Blue quartz	130.00	78.65	10,224.50
Slurry box and acid wsh	1.00	1,075.00	1,075.00
Fittings (main drains ♦ wall fittings)	1.00	300.00	300.00
Spray deck coping	132.00	32.00	4,224.00
Tile markers	1.00	1,200.00	1,200.00
Mastic	134.00	5.00	670.00
Refinsh dumping buckets and pole	1.00	3,200.00	3,200.00
Replace tile	134.00	45.00	6,030.00

CUSTOMER MESSAGE

Estimate Total:

\$32,059.30

PRE-WORK SIGNATURE

Signed By:

tax ~~43.46~~
 \$ ~~32,858.76~~
 Tax 2644.89
 \$ 34,704.19

Circle C Avana Pool

Pool Replaster and Repairs

The Avana Pool was built in 2014 and has had numerous problems from the start. The last full replaster of the pool was done in 2017 under warranty from the builder. This replaster stemmed from the numerous crack repairs that had to be made over the years. The typical life of quartz plaster in a commercial pool is 10 years but the Avana pool has been anything but typical. The pool plaster is showing wear to the point where it needs to be replastered. Most of this stems from the plumbing leaks and structure leaks over the last 6 years. The pool water level has fluctuated over the last 6 years causing plaster to be exposed at different times. The latest was a complete draining of the pool to repair cracks on the pool plaster surface that were leaking. The scope of work for the Avana Pool is as follows:

- Replaster Pool With Diamond Brite Quartz or like product
- Replaster Beach Entry Area with Pebble Tee or Like Product
- Tile Repairs Where Needed
- Replace Main Drain Grates-
- Replace Plastic Steps
- Caulk all Deck Expansion Joints
- Relocate Shallow End Grab Rail to Code
- Address Repaired Crack Areas in Bottom of Pool

We have obtained three estimates for this project. I have made notes in the Pool Plastering Process and on the bid comparison sheet.

Atlantis is the only company that bid a solution to the crack repair areas on the pool surface. The other two companies wanted to inspect the cracks first.

Circle C Avana

Plaster/Pool Repairs Bid Comparisons 2023-4

Company	Price	Prep	Bond Coat	Type Plaster	Incl des Crack Repairs	Includes MicroGlass	Plaster Warr.	Repair Warr.	Completion Time
Progressive Commercial	\$121,698.93	Chip Out	No	Quartz	Nb	Nb	5 Years	1 Year	4-5 Weeks
Commercial Swim	\$ 66,638.70	Chip Out	Yes	Quartz	Nb	Nb	1 Year	1 Year	4-6 Weeks
Atlantis	\$109,623.00	40,000 PSI Liquid Blaster	Yes	Pebble Quartz	Yes	Nb	5 Years	1 Year	4-6 Weeks
Atlantis w/Microglass	\$123,494.00	40,000 PSI Liquid Blaster	Yes	Pebble Quartz	Yes	Yes	5 Years	1 Year	4-6 Weeks

Notes:

Commercial Swim's bid is extremely low and I feel very confident that there would be change orders to this bid. It is as if they missed something on the measurements. They verified that they felt comfortable with their measurements and bid. Something seemed off with that conversation.

The 40,000 PSI Liquid Blaster that Atlantis uses for Prep is extremely effective in getting rid of all loose material that could cause bonding issues.

Progressive Commercial and Atlantis both have 5 year plaster warranties where Commercial Swim's warranty is 1 year.

Atlantis's bid includes addressing the existing crack repairs in the pool with an extra protective waterseal coating. With Avana's history of leaks this would be extremely good.

Atlantis is the only one of these companies that is certified to install Microglass. With the research I have done on Microglass there is nothing but good things said about it and it's technology is rock solid. I believe the Microglass would benefit our pools.

Progressive Commercial and Commercial Swim were asked about addressing the cracks and they said they would have to wait until they could look at them to know what additional work would need to be done to repair them. They both said that any crack repairs would be at an extra cost to CCHOA.



BID PROPOSAL

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

OWNER INFORMATION

Circle C Avana Pool 6610 Trissino
5919 La Crosse Avenue Suite 100
Austin, TX 78739

Avana

Contact Information

Robert Bardeleben
PH: 512-796-9584

SCOPE OF WORK

- Remove loose plaster and prep with 40,000 PSI Liquid Blaster and Replaster with Pebble Quartz white
2. Relocate Shallow End Grab Rail to Code
 3. Make Tile repairs where needed
 4. Replace Main Drain Grates
 5. Replace Plastic Steps
 6. Caulk all Deck Expansion Joints
 7. Install Miracoat Membrane C with Fibermesh over existing cracks
 8. Price includes Sales Tax

5 Year warranty on Pebble Quartz and 1 year labor

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

EXCLUSIONS

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

TOTAL BID: One Hundred Nine Thousand Six Hundred Twenty Three & No Cents

\$109,623.00

Install MicroGlass on entire new pool finish surface

Add \$13871.00

10/16/2023 BY:

Dennis Watson

Dennis Watson

Estimate

ESTIMATE#

1029530043

DATE

10/17/2023

PO#

PO BOX 952
Hutto, TX 78634
(512) 244-7946 / TICL375
Info@commercialswhm.com

CUSTOMER

Circle C HOA
5919 La Crosse Avenue
Austin TX 78739

SERVICE LOCATION

Circle C HOA
6610 Trissino Drive
Austin TX 78738

Repair coping
-replace plastic steps
- Replace all mastic
-Tile where needed
-relocate shallow end grab ran to code

Avana

Re-Plaster of Pool - Main pool

- Drain pools
- Under cut all tile that will remain
- Core hydrostatic relief holes if applicable
- Remove any un-bonded loose plaster
- Acid wash then power wash surface and tiles
- Install new demarcation tiles on steps for code compliance
- Apply CU Bond Coat and let cure for 48 hours
- Install VGB compliant main drains
- Remove and replace in wan ladder steps
- Remove and replace all Hght rings
- full chip out
- Re-plaster pool h Blue Quartz plaster

Di;SCRIPTION

work should take aprox. 4-6 weeks

1. AH plaster has 1 year workmanship warranty
2. No warranty on pools with plaster dye.
3. i:PP will not warranty any damage done to the plaster that is caused by a crack and/or shifting of gunite/shotcrete shells, improper chemical balance, rebar or tie wire rust, pipes that are not leveled. Including lights. Any damage done to the plaster by animals, humans, or any unforeseen circumstances/ Acts of God.
4. If the pool requires water trucks, it is the buider's responsibility to coordinate that when the plaster is complete

Estimate

Description	Qty	Rate	Total
Prep amd Bond coat	4412.00	3.00	13,236.00
Step and bench tile per lf	134.00	16.00	2,144.00
Blue Quartz	4412.00	8.75	38,605.00

Description

Qty

Rate

Total

Slurry Box and Acid wash

1.00

2,400.00

2,400.00

Fittings (main drains w wall fittings)

1.00

1,000.00

1,000.00

Mastic

365.00

5.00

1,825.00

Replace plastic steps

3.00

750.00

2,250.00

Hand rail

1.00

100.00

100.00

CUSTOMER MESSAGE

Estimate Total:

\$61,560.00

702

<:07J.70

PRE-WORK SIGNATURE

\$ 66,638.70

Signed By:



Project Name: Circle Clap Avana Replaster and handrail reset
Attn: Robert B.
Date: 6/26/23

Avana

Quote:

Plaster Portion:

- Remove plaster down to concrete surface(this is not a bond kote).
- Pressure wash and acid wash entire pool before plaster is laid.
- Apply Quartz tier 1 finish (color tbd from samples).
- Apply sandy beach mini pebble to beach entry area down to tile break.
- Acid wash new plaster and scrub excess residue before the pool is filled.
- Remove all debris from the site.
- Includes all dumpsters needed.
- Includes all new maindrain covers. The new **covers** we are replacing with **have** a 7 year life span.
- Owner is responsible for draining prior to us showing up and refilling when finished, we will chemically balance with start up chemicals that we provide once full and do the first brush and vacuuming and then facility staff will need to take it from there.

Tile Portion:

- Replace toe tile on any steps and benches with new nonskid toe tile and demarcation band between the sandy beach and the quartz plaster in the beach entry.

Equalizers:

- Plug each equalizer line so that they can be plastered over and remove the vgb covers and rings.

Reset (1) Hand Rail:

- Fill in old anchor in the top of the deck with grout.
- Fill in old anchor in pool with grout to be plastered over.
- Core hole on deck and in pool step off to side and relocate handrail with new anchors.
- Bond anchors.
- Pour anchor cement around anchors when done.

Grand Total: \$112,423.95 + tax if taxable

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Thank you,

Myles Phelps

Progressive Commercial Aquatics, Inc.

15616 Schmidt Loop Manor, Texas 78653 (512) 278-0801 Fax (512) 350-2154

Website ~~www.pma.com~~ E-mail: ~~myles@pma.com~~