

The Greene Homeowners Association Board of Directors Meeting

Called Meeting

Date: **Tuesday, October 22, 2019**

Location: Clubhouse

1. Call to Order
 - a. Time: **7:04pm**
 - b. **Attendees:** Clinton Franklin (President), Juanita Lesmes (1st VP), Telese Clarke (2nd VP), Eric Pyle (Secretary), Camille Galbraith (Treasurer). Ken Daniels (Assistant Secretary)
 - c. **Absentees:** Elizabeth Wilson (3rd VP)
2. Members' Forum
 - a. **Humberto "Beto" Vasquez** (Barterer):
 - i. Golf cart issues: Required 30 oz of refill oil; four-year-old tires are cracked, air leaking in one tire, requiring daily refill; contacted mechanic multiple times via text and phone with no response. Need to use cart/trailer to haul brush
 - ii. Picking up limbs, some larger ones still need to be cut & hauled off. **Clinton:** limbs must be cut to no more than 4 feet. **Beto:** acknowledged, working on it
 - b. **Evelyn Slough** (907 Middle Run Pl) asked about the bartering system. Where are we going financially with the HOA management system? **Eric:** both of these are on the agenda later in the meeting.
3. Approval of Minutes
 - a. Sep 24, 2019 minutes still being prepared
 - b. Special assessment minutes from July 18, 2017 have not yet been approved as there was uncertainty about protocol. Crescent has now informed Eric that, since the by-laws don't say anything about them, it's the board's responsibility to approve them.
 - c. **Motion passed** (5-0) to approve the minutes from Aug 27, 2019 with corrections and additions.
4. Reports
 - a. Grounds (Juanita)
 - i. Tennis Courts: Finished benches for tennis court, costing \$150 to \$200 the wood which was used to make two new benches to repair the two old ones, so now we have four good benches.
 - ii. Lighting: Mowing company cleared branches that were obstructing lights per homeowner request
 - iii. Pool: Close date is tentatively set for Nov. 1, per 9/24/19 minutes
 - iv. Volleyball are: Everything's fine
 - b. Clubhouse (Clinton)

- i. Look at the website and make a reservation if it's available
- c. Financial – Treasurer Update (Camille)
 - i. As of 9/30/2019: Operating Account **\$34,472.28**, Reserve Account **\$41,512.41**, Special Assessment Funds **\$4,796.97**, for a total of **\$81,949.99**.
 - ii. As of today, 10/22/2019: Operating Account: **\$38,392.32**, Reserve Account unchanged, Special Assessment Balance **\$4,821.97**, for a total of **\$84,726.70**.
 - iii. Balance Sheet: Assets, Liabilities, and equity balance **\$7,301.32**
 - iv. Profit & Loss: YTD Income is **\$981.19** over budget; Expense are **\$25,299.82** under budget, for a current Net Income of **\$26,281** over budget.
 - v. Accounts Receivable:
 - Seven homes owe dues over \$200
 - Seven homes owe special assessment amounts over \$200
 - Currently one lien has been filed
 - vi. **Allison Pyle** (1408 Crosspointe St): Are there any major budgeted expenses that haven't been spent? **Eric & Camille**: These budgeted expenses and P&L as of October 11 are posted on our website. **Camille**: We're \$5,800 under budget on tree trimming; \$5,000+ under budget for water; \$9,569 under budget for maintenance. **Allison**: Do these savings accumulate from year to year? **Clinton**: Yes, savings from one year will be put into reserve against future major expenses. We're always seeking to save money by getting three bids for contract work
 - vii. **Eric**: Financial-related motions from October 15 closed session:
 - **Motion passed** (5-0) motion to reimburse Liz Wilson's water bill every third month for watering plants and flowers near entrance sign, because Beto was using her hose for watering the plants.
 - **Motion passed** (5-0) that the board approve the revised reimbursement letter to be signed by Eric Pyle as the authorized HOA representative and by Humberto and Marisol Vasquez regarding the already-approved \$930 reimbursement and for Clear Choice to make a check for Beto Vasquez for \$930. Purpose: 1) reimburse Beto for use of his truck when golf cart was out of service, and 2) reimburse Beto's wife Marisol, who had to take a day off work to wait for plumber to repair plumbing at house.
 - **Motion passed** (5-0) for Clear Choice to pay our five 2019 tax statements for property taxes.
 - viii. **Eric** (to **Clinton**): Regarding the outstanding Riddle & Williams Invoice, has the lawyer responded to your letter regarding dismissal of the invoice? **Clinton**: Zero

response from letter to lawyer. He will reach out, but may not be fruitful as contact was not authorized with lawyer. **Eric:** Can you share your letter with the board? When Telese & I (Eric) sent letter requesting documentation re: lawyer, you (Clinton) exchanged emails with lawyer, and that was part of the open records request, but we didn't receive those emails. **Clinton:** every single communication with the lawyer was turned over to the board and forwarded to homeowners who requested it.

- d. Communications Committee/Website (Eric)
 - i. The Latest Profit & Loss for Year is posted on the website thegreenehoa.com website frontpage in right column under News and above the budget
 - ii. Worked with Ken Daniels (provisional assistant secretary) to facilitate transition
 - iii. Had TownSq demo, helpful, recorded, will send a link of the presentation for those interested.
5. Routine (or Carry-over) business
 - a. Greene Committees
 - i. Welcome: No committee members present. New homeowner; Clinton can provide details upon request.
 - **Evelyn Slough:** Does the directory get mailed out to homeowners? I haven't received one in years.. **Eric:** Send me a request and I'll email it to you. If we go with TownSq, members will be able to see any member information (address, phone, email) that the users opt in for
 - ii. Greene Beautification (Juanita)
 - **Eric:** Do the court signs need to be replaced? **Juanita:** Yes, it's coming.
 - **Eric:** Are there plans for bids to replace the faded parking lot signs? **Clinton:** Yes, we'll have to. **Juanita:** This will be after the tennis court signs are finished. **Juanita:** Will spread sign expenses over more than one month.
 - iii. "Safety" => Greene Eyes
 - No committee, everyone expected to contribute as they see things
 - **Clinton:** Alarm codes haven't worked since we've transitioned to RC. **Eric:** This needs to be resolved; he wasn't aware until he heard recently from Juanita. Clinton will attempt to test/fix. Ken may be able to help also.
 - iv. Architectural Control Committee
 - **Clinton:** Will reach out to Ms. Shrum after November 1 and will be her assistant as she's in charge. **Allison:** Need to know who to reach out to with questions about architectural control. **Clinton:** This isn't posted yet as the Ms. Shrum only recently volunteered. **Ms. Shrum:** It would be

good to put fences around big green transformer boxes (e.g., near her house). **Clinton:** Homeowners cannot plant or place fences too close to them; Clinton will ask Oncor what the parameters.

- **Evelyn Slough:** I thought the Greene was going to cut a tree near my house several years ago, but it hasn't been done. It's not impinging on anything and isn't bothering me, though. **Clinton:** If Oncor has a problem with it, they'll just cut it off.

b. Barterer List(s) Responsibilities

- i. **Clinton:** People have asked for a list, so he handed them out to members in attendance. Includes full list of responsibilities and what the barterers have done. Shorter list is what the barterers agreed to do for October 2019. The longer list is the standard comprehensive list of possible tasks.
- ii. **Eric:** The longer list isn't the original one from 2018; it overlaps with items in the October 2019 shorter list, though the values are different, making it confusing. Original 2018 list would have been preferable.
- iii. **Clinton:** I can provide the original 2018 list.
- iv. **Allison:** Which one is accurate pricing for current barterer?
- v. **Eric:** This is a work in progress; I didn't know this was going to be distributed; should have been discussed by the board. You (Clinton) asked me to post it to the website
- vi. **Clinton:** I informed the board I was going to distribute it. Nothing is new.
- vii. **Eric:** There are multiple new things in the longer list that weren't in the 2018 list: Blow leaves off walkways, water flowering plants by clubhouse, change trash cans, close bathroom and pool
- viii. **Clinton:** I'll forward a copy of the 2018 list for side-by-side comparison to everyone who give me their email
- ix. **[Homeowner in audience]:** Has this been approved? **Eric:** No
- x. **Clinton:** I don't think anything has changed, it's still all \$25/hour
- xi. **Telese:** Things that took less than an hour were reduced price; current list is hourly (\$25/hr), so tasks that take less than an hour will incur less than \$20
- xii. **Clinton:** Agreed
- xiii. **Evelyn Slough:** What is the breakdown of the \$2,055 barter amount [for October]? **Clinton:** the house value was evaluated, and market rental value would be \$1400/mo. We have agreement with barterers to offset utilities by \$250/mo. If everything on the list is done, then that would exceed the \$1,400, so the extra would be "banked" for the next month, so he wouldn't be expected to do

as much that month. **Eric:** correct. The other way to do it is to that we would pay a certain amount so he could do a certain amount of work the next month. **Ken:** So there is the option of paying out of pocket, rather than going against the Ranger house? **Clinton:** No, we certainly don't do that. **Telese:** March - October are busiest months, so work during those months can be banked for subsequent low-work months. Can't bank too far ahead, because it would require us to pay out the banked money if the barterer leaves, which we won't want to do. (The barterer does pay a deposit on the house against possible damage.) Sometimes painting or cleaning up from ice storms requires work during off months. **Mr. Lesmes:** Could we get a contractor that doesn't charge \$25/hour to blow leaves? I think that's a lot of money for homeowners. **Eric:** We need to look at the tasks and assign appropriate values based on how much outsiders would charge. The \$25/hour is an average; some tasks will be more burdensome than others (e.g., cutting wood, hedges more intensive). **Ms. Shrum:** Agreed, \$25 is a lot. **Allison:** This is contract labor/self employment, which is more costly than W-2 labor. **Ms. Slough:** Maybe reduce hourly payment to something like \$12/hr; not good to bank too much and have to pay barterer when he leaves. **Telese:** It's usually worked out to bank the heavier months into the lighter months. Our choice is to leave the ranger house empty or have the barterer provide \$1400 in services against a house that we wouldn't be able to rent out otherwise. In the past we had a ranger who worked for us, but now we don't, so we're bartering, and we have to be realistic in our expectations because they have an outside full-time job. We could always go back to a full-time ranger and not contract out mowing, etc. **Eric:** Fair rates were established by Don and Telese, business owners; we don't want to create slave labor environment. **Mr. Lesmes:** I believe in being fair to the person we're paying \$25/hr to blow the leaves, but we homeowners aren't rich. **Telese, Eric, Allison:** We're not paying any actual money, just bartering for the house. **Ms. Slough:** If a job takes less than an hour, it's less than \$25. **Eric:** At the current rate of \$25/hr, we can expect 14 hours per week in services from the barterers, which seems reasonable on top of another job. **Clinton:** The \$250 allowance for utilities can't cover their five family members. I'm single, and my last bill was \$130. **Eric:** For our family of five, it's typically under \$200-\$250. **Allison:** It doesn't multiply per member. **Telese:** Barterers pay taxes using 1099. The Greene can write off the taxes. **Allison:** Self-employment and regular taxes add up to about a third of income. **Ken:** Do we pay for time spent traveling from one task to the next? **Eric:** reasonable time is compensated for when going from

task to task. **Clinton**: So you're crediting him with travel time around the Greene, from the ranger house to here? **Eric**: Certain tasks where some time was factored in for travel. **Clinton**: I don't get paid to travel to work. **Ken**: Employees are paid for their time on the grounds as they travel from task to task.

Telese: Takes time to get out golf cart, etc. **Clinton**: I want to work for you! Most people don't get compensated for traveling to work. **Stan Galbraith** (814 Middle Run): Do we want a barter system or not? Can't nickel and dime. I think we want a barter system rather than paying. **Clinton**: That's something you homeowners have to tell the board. **Ms. Slough**: Just need to be sure that the times to travel and do tasks don't get out of hand. **Eric**: Worked with Beto to determine fair and times; reduced several values to fit in more tasks. However, we have to compensate equitably or no one will be willing to barter.

6. New Business

a. HOA Management Update (Camille)

i. On the evening of October 14, she received the final of three bids and sent contract details to the board:

- RealManage: \$1600/mo plus extras, 3-year contract; board decided to exclude
- Goddard: \$1400/mo, based in Red Oak, not small or big
- Principal Management (an Associa company): \$1,248, Includes TownSq
- In addition, Clinton identified a fourth option, Crescent Management, owned by Katy Hubener, who used to run The Greene. Open to providing services month-to-month while we looked for another company, or could provide a two-year contract. Consensus of the board was that all liked Goddard better but would consider Crescent as a fall-back

ii. Details on Goddard

- **Camille**: Telese and Camille visited Goddard; very personable. In-between price. Goddard wouldn't charge us extra.
- General consensus was that we all liked them, but we didn't take a vote
- Camille asked them their drop dead date and requirements for going live by November 1; their reply was Monday morning, 10/21. Becky said she could make that deadline, and Camille invited the board to meet on Monday at 4:00.
- On Friday, 10/18, Eric made motion by email to hire Goddard for one year starting November 1, since the board was most comfortable with

them and Clear Choice could meet the Monday, October 21 deadline (secretary note: Camille staged Monday, October 20, but October 20 was Sunday). This was considered an emergency administrative decision due to the deadline. Once the motion was seconded, Eric voted Yes.

- Juanita responded to the motion, saying she wanted to hire Crescent month-to-month
- Clinton responded to table the motion pending more information after the motion had been seconded and after Eric said the motion had passed with the third Yes vote from Camille.
- Telese made a motion to allow Camille to sign a contract with Goddard, and once seconded her vote was Yes. Eric seconded the motion and voted Yes.
- After the motion had been seconded, Clinton stated that it was tabled and that no one was authorized to sign a contract until further notice. Eric stated the motion had passed after Camille voted, providing the third Yes vote to sign the contract.
- Clinton again stated that the motion was tabled and that no one was authorized to sign contract. Telese noted that both motions were seconded and passed.
- Clinton sent Camille a personal email that she was to take no actions.
- Friday night, Clinton sent email to Goddard denying that a decision had been made, and no one was authorized to sign a contract.
- Clinton sent another email at 11:57 p.m. on Friday saying that the motion must be tabled until further information was received and homeowners apprised.
- On Monday October 21, Camille sent email to Goddard confirming 4:00 meeting.
- About 2 hours later, Goddard sent Camille email that they're declining to manage us and that the meeting would not be necessary. This email was also sent to Franklin and a homeowner.
- Camille emailed Goddard to ask what happened. They responded that they wouldn't be able to provide the time required to manage us. She then emailed them again, noting her suspicion due to seeing that Franklin and a homeowner were somehow involved. Goddard confirmed her suspicion that the interference of plan Franklin and this homeowner

caused enough concern that they weren't sure what was going on, but we were afraid this might be more than we could take on. So we have lost that.

- **Ms. Slough:** How much were they going to charge us, for both regular and extra expenses?
- **Camille:** \$1,400/mo, The only thing extra was a fee for collections, for which the board would be reimbursed by the homeowner. Also, any big company will charge for big mail-outs.
- **Ms. Slough:** Why don't we do the mail-outs ourselves? **Allison:** Are you volunteering? **Ms. Slough:** It might be wise to look for a few more [management companies]. \$1,400 is a lot. **Camille:** It was in the middle. **Ms. Slough:** What was the lowest? **Camille:** Principal. **Ms. Slough:** We've had Principal in the past and had problems with them. **Camille:** We've also had Crescent; I'd like to know why we left them.
- **Clinton:** I want to make sure that the sequence is valid. When Eric initially made the motion, I thought I then said he can't go forward. **Telese:** No. **Clinton:** I'll check the sequence. **Telese:** I have it right here. **Clinton:** Keep in mind, Goddard actually denied service before any of this happened, they initially turned us down. **Camille:** Because of our culture, because of what we're used to, not fitting with a certified company. **Telese:** Smaller companies have less experience than certified ones, and the board can make more decisions, but you're not getting as many services. In my opinion the bigger companies are able to keep the board more in line.

iii. Details on Crescent

- **Clinton:** If the board operates responsibly, you will not be without coverage. Because when I spoke to Crescent, I specifically asked, is there a way that you could shepherd our account, until we find a new management company, and she said Yes. In other words, if we need to go month, a month, we don't have a long term contract. As long as we're covered. Crescent knows our business, our model, and our community. **Telese:** But then we're taking all of our information, all of our homeowners' finances, from our old company, we're putting them into another company, and then we're going to transition into a third company. Transitioning from property management companies is not a simple task. And then on top of it, as we move from Clear Choice back to

Crescent back to somebody else, then we lose the accountability that we can hold Clear Choice to. I'm not worried about it but at the end of the day, if we take all of our finances and all of our information and we take them to Crescent and then we move to somebody else. if later down the road six months, eight months, nine months there becomes an issue. And guess what, that first company's not going to be liable. **Clinton:** How long were we with Crescent, three years? **Telese:** No, five years. **Clinton:** That makes my point: Crescent knows The Greene's business model. **Eric:** Becky did. **Clinton:** Crescent is familiar with our banking processes. **Telese:** Crescent paid some of our bills twice, they paid another bill for an entire year. We were having problems at the last six months we were with Crescent; that's why we left them. Nothing was done in haste, but we were coming across some issues. **Clinton:** I think there were issues period because keep in mind that Crescent (I don't want to get personal but) certain individuals were with Crescent during that period when things weren't done properly. **Telese:** No, no, sir. It did not happen after May; we had no issues, until after May. **Clinton:** Bottom line. we have the contract through November, when the new board sits. And if we need to go with Crescent for month to month, we will not be without coverage. No one is saying they're going to get our business for the next five or 10 years. But for the sake of agreeing to keep everyone's account, the integrity of accounts, I don't think it would hurt us. **Allison:** Until when, is there another company? **Clinton:** Crescent also gave us a two-year bid. **Allison:** Why were you not happy with Goddard? Crescent: I wasn't unhappy with Goddard. **Telese:** Then why did you interfere and us down? **Clinton:** Because it wasn't done properly. **Telese:** It was. **Ms. Slough:** You can make another motion to amend the prior motion that had been set up and approved; I think there's some [inaudible]. **Ms. Shrum:** Make a motion to table. **Eric:** And there was no second to his table; he said he just declared it's tabled... **Telese:** after the motion and vote were complete. **Clinton:** The reason that was done is because everyone did not get an opportunity to speak. **Eric:** It was an emergency meeting. **Telese:** It takes three board members. **Clinton:** The three board members voted on this. Two of them are exiting the board. **Telese:** That has nothing to do with it; we are still current voting board members. **Clinton:** The new contract should be signed by the persons, or at least

approved by the persons who are going to operate under. **Telese:** That's not how we... **Allison:** Then we don't have a... **Eric:** Then we don't have a board. **Telese:** We don't have a lame duck board. **Ms. Slough:** I really think that this will take more than three board members to approve it, that it will take all of you to approve it. **Telese:** No, according to our by-laws, it takes takes three. **Clinton:** It was buffaloed. I was given seven questions to walk away with, I sent those questions to Crescent. No one waited to get those answers back. **Eric:** We don't have time. **Clinton:** We were trying to push what certain people wanted. And I just think this is too important to rush. **Telese:** So you're holding it off and intentionally not letting this board who should make the decision because we're the acting board before the new board comes in is what you basically get. **Camille:** I have information to plan to present tonight from another company. I imagine it's going to be tabled also because I believe, if you present **Ms Slough:** Are you ready to present it? **Camille:** Yes. **Ms Slough:** Then I think you should present it. **Camille:** And Crescent is going to charge us. \$1,285, a month. That's base, month to month. The two year contract for two years was \$749/month. I called Crescent today talk with Katy Hubener's husband because she was at work. And he wasn't quite clear about what some of the extra costs may be; the only thing they list is additional projects billed at \$50 per hour collection efforts, \$50 per hour plus attorney fees. He was quite clear on that. So, he gave me a cell phone number and I called her; I missed her and then she called me back and we talked, but there's no concrete. It's kind of well, we'll, we'll see how it goes along. We'll talk about it, we'll compromise. **Telese:** My only concern is is before when we left them two years ago we were paying \$1,120 a month, under contract. If they moved it down to 740, I'm guessing we have a lot of additional things built in there that they did for us. And I'm not seeing these additional things on it, so I'm thinking these additional things are going to cost us \$50 an hour. **Ms. Slough:** Well, can you pull that contract, and look at it and then compare it to what they're saying that they'll do today. And then that way you'll have some kind of idea of what we're so... **Telese:** I asked a few of the questions in the last meeting that I thought he was going to get with them and ask them. **Clinton:** I did. Okay, I'm just saying for them to come back \$400 cheaper from two years ago, that's, to me... **Clinton:** It wasn't Crescent's

choice to be billed at, was it \$1,100 bucks a month, you said? **Telese:** It was \$1,120 a month, I believe it was our last contract with them. **Clinton:** After speaking with Ms. Hubener, she said that she believes that that is a fair amount per unit, and I asked her, would you be able to sustain that and keep our processes on track. She said she could, so I have to take her at her word. **Telese:** Who will be our account manager over there?

Camille: They have four employees. Two of them actually work with HOA communities and they currently manage two, **Telese:** I know Katie works full time. She's not going to be the one managing our accounts.

Clinton: But we did have five years running with them, correct? **Telese:** But during that five year run from her she never touched. She did not get involved until the last year, because, Ann, her mother, actually originally owned that company and Ann managed this by herself three years; she was one who did everything. Then, Ann went and had, and when she started getting sick. She got she fought cancer twice, and not sure...

Clinton: Watch, you're putting her business out there. Watch HIPAA law.

[Homeowner in audience]: Ann died and I think everyone knows that.

Telese: I was friends with Ann. Okay, that's great. So the second time she got her cancer back and she started having some issues, then Becky became involved (she was already working for her) and she started doing it. And then once Ann passed, her daughter Katie took over but she was a judge, so she took over full ownership of it, and Becky continued to work there with her until Becky and her parted in May. So it was: Ann did it, Becky did it, and then, Katie, and then she had some other employees took it over after Becky left.

- **Clinton:** Here's what we stand. As of right now, we do not have a potential HOA manager lined up. We have one safety net as a "just in case," which will give us more time to search for more reasonable HOA managers. If we have to spend \$1,200 to go month-to-month, I still think is more reasonable than rushing into a contract with someone, we may not have all the information on. **Eric, Telese:** But we don't have all the information with Crescent. **Clinton:** I say we go month to month. **Juanita:** Ms. Cluse says that if we cannot get anyone by the first of November, she will take care of it. She's very capable. **Telese:** We don't need to self manage. You guys have to understand when we turn over these records there's copies of people's deeds and finances, there's a lot

of information that we're passing, and if we could go from A to B, we're safer than if it's going to go to A to B to C, and then there's accountability. Clinton: We would love to go from A to B, but we need to make sure we're... **Telese**: We're trying, Clinton; you're not helping here. Clinton: My point is, we need to be reasonable in our search, we need to be diligent our search. Just jumping with somebody... **Telese**: We had 45 days. **Ms. Shrum**: Can we hear her proposal?

iv. Details on Principal Management

- **Camille**: I reached back out to Principal. They are very anxious to help us when they can come out here to do so. Their monthly amount is \$865. They do list fees--letters mailed, etc. I contacted [name not supplied] and asked her if she could give us an estimate, so she put together a spreadsheet, based on 107 homes, how many mail-outs we do. She asked me how many past dues we have right now, how many vendors we pay in a month, etc., and in her estimation. it would add an additional \$206 per month, which would bring it to \$1,072 a month. And they are a big firm with all the whistles and bells, including portals. Also, we wouldn't have to pay extra for the TownSq website feature. **Allison**: Including the outward facing website, or just the TownSq app. **Camille**: It says the Town Sq app. Eric: It's \$20 for just the core functionality and \$60 per month to use it as our website. **Camille**: And as we learned from the demonstration tonight, we would also have access to the financial section, which allows a homeowner to go in, look at their account, pay online using a credit card if they so desire, **Telese**: We can also view our account if we have any concerns like if there's a been a late fee or something like that. **Camille**: And the board can actually go in at any time and see where we are financially. We don't have to wait until the end of the month. **Clinton**: Not that I'm trying to push it, but I want to do apples to apples--Crescent also shared with me that it now has access to a portal, that would do that for us. It would let each homeowner see where you are, make your payment online. So you know that Crescent is small and local; it also has that feature. **Camille**: Yes, she said that it could be set up, that she would recommend that we do, that we would set that up, but that there is no board portal to access that information. **Ms. Shrum**: What would Associa's deadline be to get set up? **Camille**: She [the Associa contact] knows what our time crunch is, and she would

very much like to come to and talk with us and work with us to get it done. They are a big company, and there's going to be a transition. If we choose to go with one of these larger companies that offers big bang for our buck, then it is going to be a transition and one of the other things it does require is that we have to switch to their bank account. And she told me that the bank account they use is a bank that processes HOA community assessments. **Clinton:** If we change HOA management companies after a year, would we have to change banks again? **Camille:** Yes. **Juanita:** And there's a setup fee? **Camille:** I think it's \$200. **Telese:** I think that was the lowest setup fee. **Camille:** Also they will come at a minimum of 11 times per year for more meetings, which means we have our representatives here sitting in our board meeting pretty much once a month. That's built into our fees; we don't have to pay them. And they'll drive through once a month to an assessment and property check, and they will notify homeowners of any violations. They can also notify the board first. So it would involve a change. **Juanita:** We can hear both of them; they can come and talk to us and see what's the best deal. **Telese:** The problem is, we have one week to get this done. **Juanita:** but it's okay; if they want a job, they will come. [Audience member] How are we going to know who to pay? **Clinton:** Remember goes to PO box. Nothing's changing on that end, so if you're on auto draft, nothing's going to change. If you can mail it in, it doesn't go to tan individual's home, it goes to the PO box, so no change there. **Eric:** And the auto drafts will still happen until they take it over next month. It's not like we're going to shut it down before they're ready to take it. **Telese:** But we don't have that much time though because we, we have... **Clinton:** I want to say more time, push comes to shove when we get caught in a bind, I would say let's go ahead and have one month with Crescent just to give us time to look over everything from every provider provider, every other HOA proposal, every other bid until we're comfortable. Signing it in three or four days before we have any references or contacts and all sorts of things. I don't know if that's the wise.... **Telese:** I asked if any board members would be interested in voting on this tonight, of what we need to do, because we're going to need to vote on going to Crescent temporarily, or we're going to need to vote on hiring someone. **Eric:** And what's Crescent's drop-dead date, because they must one, so we're kind

of in the same boat. **Clinton:** Keep in mind that the only reason I say Crescent is because that's almost insurance. **Clinton:** I know there is personal animus against Crescent; I already know that and I've heard the backstory and I'm trying to keep some confidences. But if push comes to show, we can't sign a contract in a day. **Telese:** I say we vote on it tonight. **Eric:** I'm fine with going with Principal, let's let's move on.

Clinton: It's the same situation we were in the other night. **Telese:** No, we need to make a decision whether we're going to go with Crescent for a month, or we're going to hire somebody else. We need to decide something. **Allison:** You want to transition one time. **Camille:** I don't want to transition to Crescent for a two-year term. **Clinton:** Actually, because the were with us, it knows our business. **Allison:** The people who knew our business are not with them any more. **Clinton:** Ms. Pyle, I'm not certain how you got involved in the animus against Crescent. But the point is... **Allison:** I've been [inaudible] for for several years **Clinton:** and you're only showed up for for the past four meetings. **Allison:** Because my husband and [inaudible]

- **Telese:** I make a motion that we hire Principal. **Eric:** I second. **Ms. Shrum:** No, this is where you guys messed up. [**Homeowner in audience**] The chair has to recognize the motion. **Telese:** No, any board member can make a motion. And then if it's seconded the board can vote, **Clinton:** This is how we got pushed off track the other night. **Ms. Shrum:** Only the chairperson can call for the vote. **Eric:** If that's the case, then he has absolute power over the board. That's not our bylaws. [**Audience Member**] Roberts Rules of Order says the chair has to make a motion. **Telese:** Koleta even sat here and said, A board member can call a motion if it's seconded and then we have a right to vote on it. **Clinton:** The president has no power because they've taken a vote without the president being involved on a number of occasions. *You* all don't know that, but they've done this a number of times [inaudible]. whatever I think we should do or suggest. **Eric:** The spirit of the bylaws says that he doesn't have a vote, except for ties; he shouldn't be able to throw off any vote that he disagrees with. **Ms. Slough:** We need to have them (Crescent, Principal) come and talk to us, explain it all to us. **Eric:** It's not in our bylaws to use Roberts Rules of Order. **Telese:** We just we voted, we got a second so now the board needs vote one way or

another. **Ms. Slough:** Then you need to make an amendment to that vote do that before you vote on it then. **Telese:** Well I just made a motion, Eric seconded it, so now the board needs to vote. **Clinton:** I'm going to ask that this be tabled until every member of the board is here. **Telese:** No. **Clinton:** We're missing a board member and I think she should have a vote in that. Period. **Telese:** We've never done that. We need to move forward, we have. **Clinton:** This is why people don't want to get involved with the board because there is no cooperation, there is no understanding it's always my way. my way. my way. The people who are coming to the board should at least have some say, because they are going to be the ones operating under that new management company. **Eric:** They elected us to be representatives; we make decisions on their behalf. **Clinton:** Ok, for the fourth time tonight, Eric, you go ahead, and I'll be quiet. **Ms. Slough:** When you rush into something without taking everything into consideration, it bites you in the fanny. **Telese:** But we haven't been rushing into it. **Clinton:** The people voting on the contract are actually leaving, so they will have no responsibility, and that's problematic. **Telese:** I went with Camille to the meeting. **Ms. Slough:** I just wish that you could get them all here, listen to them, what their prices are, what they're charging extra for, if they're going to charge us for this when somebody else is... **Eric:** In an ideal world, we would love that too. We don't have the time.. **Clinton:** Every call you make, Principal bills us for. **Ms. Slough:** Even if it was for 10 minutes. **Clinton:** I remember that. **Allison** (to Ms. Slough): So what would be a good time for you for this person that comes up, if you if you wanted to meet with that property manager. **Ms. Slough:** I'm retired, so I'm available any time, just let me know. **Telese:** The motion has been made; it's time to vote one way or another. **Clinton:** I'm going to ask to table the motion until we can speak to every single property manager with the homeowners. **Telese:** And I'm asking that we continue the vote that we started. **Clinton:** I'm suggesting that the vote be tabled. We need to table the vote until we can get them here so most of our homeowners know by November 1, and if we cannot get them between now and then, we as a board vote to go month to month. **Allison:** After we meet with that person in person and we can hear them explain what the rates are? **Clinton:** If you would let me finish one statement, then I'd be happy.

Telese: But you're not listening; some of us aren't comfortable going month to month. If you want to go with Crescent, let's go ahead and sign a contract with them. **Clinton:** This is not helping. This is not helping. Us bickering back and forth is not giving us any closer. **Telese:** I put a motion on the table that has been seconded. **Clinton:** And I'm asking that we table that until we... **Eric:** We need to get a motion to do the table. **Telese:** You need to make a motion, if you make a motion table it and you get somebody to second it and if it's voted in favor then it gets tabled, then we can't vote. That's how that works. So you need to make a motion to table this. **Clinton:** I'm going to make a motion that we table the vote to hire Principal until we can speak to every management company that we have contact information for. **Telese:** So we need someone to second it. **Eric:** What were the exact words of the motion? **Clinton:** I make a motion that we postpone the vote to hire Principal until we get the HOA managers here to talk to the homeowners. **Allison:** For which companies? **Juanita:** Principle and Crescent. **Camille:** the third is RealManage, and they charged \$600 a month for three year contract, but their \$1,600 total with them we have not standard amount. **Ms. Slough:** They would probably take care of all of our delinquent dues, any letters that need to be sent, and liens to be filed. **Camille:** Well, anytime you need an attorney we need to pay for that. **Ms. Slough:** We have an attorney or we did. **Telese:** We did; he quit. **Clinton:** He wasn't on retainer by the board; he was just used by us. **Telese:** We used him for, I don't know, seven years. or however long time. **Ms. Slough:** But I think we should get all of them here and maybe set a certain day, talk to them and see what day they could come. **Camille:** Are we interested in three years with any company? **Ms. Slough:** You don't think they [RealManage] would do it for less than three years? **Camille:** They said they would not. **Ms. Shrum:** Could we make a motion to have just two of them come? **Clinton:** To move this along, I'm okay with that. **Ms. Slough:** They should say we'll split the difference, maybe a thousand dollars a month or something like that, because just to say that they're going to go for \$1,248, you need to talk to them and see if that's the way the board goes. **Camille:** The \$1,248 she said it's because when you're looking at month to month, there's a lot involved in transitioning a company, and when we choose a new management company, the

transition, that's why it's high. **Ms. Slough:** Well, that's true too, but if they were smart, and they were wise, they would do everything they could, and come back with a lower number but I don't know. But I do know that Principal nickel and dimed us to death. **Camille:** Does anyone know what it amounted to back then? **Ms. Slough:** I don't remember.

Telese: Can we get we need somebody to second that motion [to table the vote on Principal]. **Clinton:** Could we get a second to my motion. **Juanita:** Okay, yes. **Clinton:** Okay, there's a second. All in favor of tabling? [no audible response] Opposed? **Telese:** Opposed. **Clinton:** So that's three [Telese, Eric, Camille], so the vote has to go. **Telese:** Okay, so can we now call for a vote, since it was already seconded. **[Audience Member]** That's just for one year, right? **Telese:** Yes, one year. So, who votes in favor of hiring Principal for one year **Juanita:** I thought we want to have both of them to come and talk to us before we do... **Telese:** We just... **Allison:** We have less than 10 days. **Telese:** Okay, so I I vote in favor. Eric, yea or nay? **Eric:** Favor. **Telese:** Juanita? No. Camille? All right, motion is passed. **Juanita:** So this is the way you want it? **Telese:** I make a motion that we give Camille authorization to sign a contract with Principal for one year. **Clinton:** Yes, Madame president, you go ahead and to that. **Telese:** Well no, when we do what you don't like you don't want anything to do with it. **Ms. Slough:** It was tabled to begin with, therefore come along and voted it in; you can't do that. **Clinton:** The motion table actually failed. **Telese:** Failed. **Allison:** If we don't hire someone tonight, we're going with Crescent. There's not enough time to transition. **Telese:** Okay, so I'm going to make a motion. **Clinton:** How much is Principal? **Camille:** \$895. **Clinton:** Okay. **Telese:** All right. I make a motion that Camille has permission to sign her contract. **Camille:** \$895 is their base fee. **Ms. Slough:** And when they add it up, it comes about to about \$1,200. **Camille:** Yes. She analyzed it out, its potentially less than what we're [inaudible]. **Ms. Slough:** So what is the potential amount that it may be? For the year, \$12,856 which makes it about \$1,072 a month. Now you reasonably estimate there might be an extra percentage just for fluff, because this is just her estimation, but it can be like this with anybody. **Ms. Slough:** Well, that's true, that's true. As long as that takes care of everything we need. And that's one thing, but if you're going to add, are liens covered in that or do we have to add extra

liens? **Camille:**The same way we do it now. It doesn't cover; we have to go after it. We get that money back when the property closes, or...

Telese: Yeah, when they pay the liens, then we give the money back. The homeowner is responsible; it's all added up. So I make a motion that we give Camille permission to sign a contract with Principal Management on behalf of The Greene HOA for one year contract, and that that a resolution is made, stating what the board voted on tonight. **Clinton:** For the record, the president Clinton Franklin had no involvement in the motion. I just want that recorded. **Telese:** Okay. **Ms. Slough:** Could we still have Principal talk to us, maybe in the the next business meeting or something? **Camille:** I have her cell phone, and said call me when we're ready. **Telese:** Does anybody want to second that? **Eric:** I second. **Ms. Shrum:** Don't we need two people to sign a contract? **Clinton:** That should still be valid. **Camille:** The bylaw says the president cannot singularly sign a contract, but the board can authorize someone else on the board to sign. **Eric:** if they do require two signatures, could we amend the resolution that I will sign. **Telese:** The secretary, the President or the treasure is usually the one. So yes, can we please amend that resolution to add Eric if Camille needs a second if Principle requires a second signature. **Clinton:** Don't take this personally, but us, we're going to require that, aren't we? **Eric:** No, we can't force some more than, multiple people, I mean, the contract, well I don't know. **Telese:** Camille and Eric sign the Principal, our treasury and secretary sign the Principal. **Clinton:** Let the record reflect that we had nothing to do with this. **Eric:** Can we say and/or? **Camille:** Yes, I think that would be appropriate. So, whatever. **Juanita:** So why do you need a president, a vice president, or whatever? **Telese:** It's a majority vote. **Camille:** The president is to support what the board decides to do. **Telese:** ...follow through with. **Clinton:** I'm not going to support what I don't think is right. I'll stay quiet, **Juanita:** I don't support it, and I'm not going to do it, but it's okay. **Telese:** I just want Eric to make the amendment, and then we need someone to second it, but Eric please read it out so we're all clear on the actual motion was. **Eric:** Telese made the motion that Camille Galbraith and/or Eric Pyle have authority to sign the contract with Principal Management. on behalf of the Greene HOA for one year, and that a resolution be made, stating it was passed. Does that sound right?

Telese: That sounds right. Can I get somebody to second that? **Eric:** I second. **Telese:** All in favor? Against? **Clinton:** Make sure Eric records the votes for Yea or Nay, please. **Eric:** Yes, sir. **Juanita:** Liz wasn't here. **Clinton:** Not everybody was here, but the majority overran that, so. **Juanita:** It's okay. **Clinton:** Let the record reflect.

- v. Summary of motions related to property management company selection:
- On October 18, via email **Motion passed** (3-0-2 abstentions Juanita & Liz) that we hire GODDARD MANAGEMENT LLC as our HOA manager for 1 year effective November 1 (or as soon as possible after that). Goddard subsequently declined to serve The Greened.
 - In the October 22 2019 general board meeting, Telese made a **motion** to hire Principal Management for a year, and it was seconded but not immediately voted on.
 - Clinton made a motion to table the motion to vote to hire Principal Management. **Motion failed** (3-1 Juanita - 1 Liz absent)
 - Telese made motion that Camille Galbraith and/or Eric Pyle have authority to sign the contract with Principal Management on behalf of the Greene HOA for one year and that a resolution be made stating that it was passed. **Motion passed** (3-1 Juanita - 1 Liz absent)
 - Clinton stated for the record that he had no involvement in the Principal Management motion

7. Set Date and Time for Next Board Meeting

a. Discussion regarding date and nature of next board meeting

- i. **Clinton:** Is the November meeting on the last Tuesday of the month?
- ii. **Eric:** No, you want to transition as soon as possible. When are you transitioning to the new board?
- iii. **Clinton:** November 1
- iv. **Telese:** The transition happens in the first board meeting. The current board is in effect until the first board meeting is called to order, normally on the first Tuesday of November. We talked about November 5 earlier. As soon as that board getting is called order, the new board becomes the board and that's the voting board
- v. **Clinton:** I will confirm that and send a note
- vi. **Eric:** I was involved with the bylaws where we clarified that issue
- vii. **Telese:** So when are we having the board meeting
- viii. **Clinton:** We said November 5, is that correct?
- ix. **Eric:** Sounds good

- x. **Telese:** You could have a meeting with the new board members, it's just, you guys can't vote on anything, if there's nothing else
 - xi. **Clinton:** Alright, because the date for the next board meeting has been set as November 5,
 - xii. **[Homewner in audience]:** Just for clarification. you're talking about an executive meeting for November 5.
 - xiii. **Telese:** No, we're talking about our monthly
 - xiv. **Eric:** Yeah, we typically don't have it later in the month because Thanksgiving,
 - xv. **Telese:** And the budget, we have to add the budget too. Once that board meeting is called the order, then everybody's just a board member, and then the board members vote who's president, who's Vice President, and then at that point that new board then actually becomes active. They can have a board meeting, just the new board can't vote on anything.
 - xvi. **Clinton:**We stand adjourned
- b. **Next board meeting is Tuesday, Nov 5** at 7pm at the Clubhouse. This will be the first board meeting of the new board.
8. Adjournment into Executive Session
- a. at **8:57 PM**