

POINTE SERVICE ASSOCIATION, INC.
SPECIAL BOD MEETING
MINUTES for Monday, May 22, 2016, 7:00 pm

1. Convene meeting of Board of Directors at 7:00 pm; president Bob Schippnick presiding
Attending Executive Board Members- President bob Schippnick, Treasurer Michele Hardman, Secretary Donna Stroup, Past President Bob Holt, Members at Large Jeff Norris
Absent- VP George Hopstetter, Chris Little, Jeff Norris

2. Roll Call of Directors

- | | |
|---------------------|--|
| 1) Board At Large | George Malacinski |
| 2) Bay Pointe | Patrick Owen |
| 3) Bay View | Glenn Adams |
| 4) Court Yard | |
| 5) Eagle Bay 1 | John Lawrence |
| 6) Eagle Bay 2 | Al Hohn, proxy for Mark Kinser |
| 7) Eagle Cove | Stan Wilson |
| 8) East Bay | Matt Hanlon, proxy for Andrea Swift-Hanlon |
| 9) Fairway Knoll | Bob Schippnick, proxy for Ken Surface |
| 10) Front Nine | Jeffrey Born |
| 11) Greenridge | Robert Hamilton |
| 12) Harbour Point | Paul Williams |
| 13) LaSalle's Woods | John Bernstein |
| 14) Pointe Cove | Robert Hall |
| 15) Pointe Retreat | |
| 16) Water's Edge I | Siobhan Hanna, proxy for Jeff Norris |
| 17) Water's Edge II | Sunil Jain |
| 18) Woodridge | Mary Alice Manley |

3. Certified letters from Smithville – Bob Schippnick

- Smithville sent out a bunch of certified letters, complaining that they have been denied access to the cable boxes to install their service to residents.
- We confirmed that PSA Security has the cable box key and it can be checked out by Smithville installers.
- One village may restrict access to crawl spaces

4. Transfer of Hinds Security from Steve Hinds to Steven Hinds – Bob Schippnick

- The executive committee requests that the PSA BoD approve the transfer of Hinds Security from Steve to Steven as it pertains to PSA's existing contract for security services through Dec 31, 2016.
- Motion to approve by: George Malacinski 2nd by ?? _____
- No further discussion
- Vote: Yes 16 No -0- Abstain 0; Motion carries

5. Presentation by Doug Thomas to request \$200,000 in 2016 PSA funds to support resort enhancements – Doug Thomas

- Funds to support refurbishment of the club house (not to exceed \$100k)
- Installation of a Pickle Ball Court (estimate \$40k)
- Landscaping around #10 pond (estimate \$20k)
- Removal of stumps and addition of new trees (estimate \$3k)

- 5) Purchase of new exercise equipment (estimate \$15k)
- 6) Purchase/upgrade of mulching-mowing equipment (estimate \$10k)
- 7) Main swimming pool repairs (estimate \$20k)
- 8) Swimming pool furniture (estimate \$5k)
- 9) Speaker/sound improvement acoustical materials for Eagles Nest (estimate \$5k)
6. Discussion & presentation of potential DRAFT agreement for 2016 funds – Bob Schippnick
 - a) BoD decided to allow time to review DRAFT agreement, e-mail suggested changes to Schippnick & Stroup by 2pm, Fri, 5/27. Schippnick will send out final revised version on 5/27 for e-vote by midnight 5/31.
7. **Motion to Adjourn at 9:00 pm; all in favor.**

8. Fri, 5/27, the attached final version of the 2016 PSA Agreement with EPGR, along with the attached 2016 PSA & EPGR Agreement Notes were emailed to the PSA Bod for e-vote by 6/1.
9. Motion by Jeff Born to approve the draft agreement; 2nd by Ken Surface; E-vote results:
 - a) 11 IN FAVOR (BP, BV, CY, EGB1, EGB2, FK, FN, GR, LW, PC, WE1)
 - b) 2 OPPOSED (Eagle Cove, Harbour Pointe)
 - c) 2 ABSTAINED (Woodridge, Pointe Retreats)
 - d) 3 Did not cast a vote by the 5/31 midnight deadline (East Bay, Water's Edge II, At Large-voted IN FAVOR, but the response was after midnight).
10. Motion by Andrea Swift-Hanlon to postpone the deadline for voting on the EPGR agreement; 2nd by Sunil Jain; vote results:
 - a) -0- votes In Favor
 - b) 6 votes Opposed
 - c) -0- votes Abstained
 - d) 12 votes not cast

PSA BOD Approved 5/16/16

5/27/16 TALKING POINTS

We understand there are always some individuals who are not clear to the use of funds (\$200,000) we are discussing. Please note that NO FUNDS ARE A CARTE BLANC OFFERING.

1. As stated in the agreement this is a one year agreement Covering 2016.
2. These dollars are already included in the 2016 budget (there will be no increase in 2016 dues).
3. The agreement with Eagle Pointe Resort defines specific perspective projects that the funds can be spent on.
4. The master agreement will be voted on by the PSA board of directors
5. The agreement will follow a very defined process for any fund re-imburement,
 - a project request and recommendation is submitted on each project and will include
 - a description of the project
 - a estimated cost
 - also any project that exceeds \$10,000 is required to have a minimum of 3 quotes
 - The executive committee will then review the request to insure it meets the intent of the master agreement
 - If it meets the criteria of the agreement it will be approve for re-imburement
 - Upon completion Eagle Pointe Resort will submit a request for re-imburement which will include all paid invoices
 - The executive committee will review the request to insure all criteria has been met
 - Based on acceptance, they will have a check issued.
6. No projects will be preapproved if they do not meet the intent of the projects as they are listed in the master agreement.

PSA BOD APPROVED 5/27/16

Letter of Agreement 2016 Eagle Pointe Golf Resort and Pointe Services Association

This agreement is between Eagle Pointe Golf Resort (EPGR) and the Pointe Services Association (PSA), detailing golf resort improvement and maintenance projects that PSA will reimburse EPGR for approved project expenses after project completion. This agreement covers the golf resort improvement and maintenance projects defined herein, up to a maximum of the \$200,000 budgeted funds, approved by the PSA BoD in October 2015. This agreement is for the benefit and enjoyment of PSA owners and to promote the scenic enjoyment and improvements to our community. The disbursement of these funds will be made according to the process defined herein. In return, Eagle Pointe will continue a purchase discount program and benefits available to all property owners as defined herein.

This document and the following details will serve as evidence of the conditions that both parties have agreed upon. It is the intent that neither party will violate any conditions outlined in these details. If any modification requirements should arise, no changes or amendments are to be made or implemented without written agreement of both parties.

Improvement and Maintenance Projects Plan

Prior to the start of any project, EPGR will provide the PSA Executive Committee with a detailed description of each project, including an estimated budget. For any project with an expected budget exceeding \$10,000, three bids shall be submitted with the budget. Each project plan shall require PSA Executive Committee approval for reimbursement. The PSA Executive Committee will notify EPGR of project plan approval in a timely manner. EPGR must complete a project prior to reimbursement for that project. Because an agreement for the 2016 budgeted funds was not executed until June 2016, PSA agrees to extend disbursements for approved & completed projects through June 1, 2017.

EPGR plans to complete and PSA agrees to the following potential list of projects for the period June 1, 2016 through June 1, 2017.

- Funds to support refurbishment of the club house (not to exceed \$100k)
- Installation of a Pickle Ball Court
- Landscaping around #10 pond
- Removal of stumps and addition of new trees
- Purchase of new exercise equipment
- Purchase/upgrade of mulching-mowing equipment
- Main swimming pool repairs
- Speaker/sound improvement acoustical materials for Eagles Nest

Disbursement Process for Improvement and Maintenance Projects

EPGR shall submit to the PSA treasurer detailed original vendor receipts with paid invoices for approved and completed project plan expenses as projects are completed, but no later than June 1, 2017. PSA shall process project payables to EPGR for up to \$200,000 until June 1, 2017. Any reimbursement relating to permitted work will require the proper permits and/or certificates.

Discount Gift and Loyalty Card Program

EPGR will provide each PSA owner (in good standing) with a 20% discount on Eagle Point purchases. This discount will have no limitation cap, as was the case in previous years. PSA will provide EPGR with a list of property owners in good standing as of May 2016 and contact information. EPGR will distribute Homeowner cards at the reception desk in the clubhouse during the hours of 9 am to 5 pm Monday to Friday and 9 am to noon on Saturday, except major holidays. PSA will notify EPGR of owners who are past due, have sold, or are not in good standing. EPGR will provide PSA with a year-end usage report by owner for 2016, and a mid-year report for 2017. New owners will receive a card for their property. Previous owner's cards will then be cancelled.

The discount cards can be used by owners to receive a pretax 20% discount at EPGR on the following:

- Food & beverages in the bar, restaurant, cabana bar, or banquet facilities
- Golf rounds
- Golf driving range
- Golf membership
- Pro shop merchandise (full-price, not marked down)
- Fitness center membership
- Overnight lodging in EPGR-owned units
- Rental of banquet facilities
- As ID for use of EPGR swimming pool
- As ID for use of EPGR tennis courts
- As ID for use of EPGR pickle ball court/equipment
- Boat storage

EPGR agrees to allow each owner to determine exactly how he/she uses the discount card.

As defined, this agreement is for PSA budgeted funds for calendar year 2016, to be expended during the period June 1, 2016 to June 1, 2017, and any continuation or new programs will be evaluated as part of the Pointe Services Association budgeting process. In case the EPGR is sold or a changes ownership, disbursement payments will end, and the use of any remaining funds may be renegotiated.

Pointe Services Association

Eagle Pointe Golf Resort

Bob Schippnick, President

Date

Doug Thomas, Owner

Date

Approved by PSA Board of Directors, 5/31/2016