**THE HOMESTEAD AT CARROLLTON HOMEOWNERS ASSOCIATION, INC.**

**Board Meeting Minutes**

**May 16, 2016**

**I. Call Meeting to Order**

Board President Neil Anson called the meeting to order at 7:01PM.

Homeowner Board members present were:

Roy Atwood - Secretary

Ty Albright - Director

Steve Kerper -Director

Edwin Skelton -Treasurer

Neil Anson -President

Representing the FirstService Residential management team was Barbara McCormick-Thomas.

Homeowners present: Rusty Njedl (to discuss upcoming social activities).

**II. Review and Approval of Prior Meeting Minutes**

Roy move for approval of the March 21 Board organizational meeting minutes as presented. Ed seconded. Motion passed.

The Board discussed the April 18 Board meeting minutes and noted errors. Ty moved for conditionally approval subject to corrections to formatting, spelling and grammar. Roy seconded. Motion passed. Barbara will send the corrected minutes to Roy for review.

Roy proposed that minutes be sent to him within 24 hours of the meeting so he could review and clean up formatting as needed. He will then send to the remainder of the Board for further review.

The Board then discussed what amount of detail to include in the minutes. Ty stated that in the interests of transparency, the minutes should include the reasoning behind the Board’s decisions, rather than simply the decision itself. The Board agreed.

**III. Homeowner Forum**

Rusty Njedl informed the Board that the website had been renewed.

He then discussed upcoming social events, including the Fourth of July party and National Night Out. He will need additional volunteers for the 4th of July party. Rusty would like to see additional smaller events throughout the year, such as block parties.

Barbara explained the HelloNabr program, which partners with FirstService to conduct Association social events. Barbara will send an email to Rusty, introducing him to Kevin Marchak of HelloNabr.

Ty suggested that the Crime Watch committee be revived. Ty also commended Rusty for the excellent job he is doing as Social Chair.

Ed shared homeowner input regarding speeding traffic at Morning Glory. Ty suggested calling the Carrollton police, as the Association has limited recourse regarding traffic issues. Ty proposed having Cathy Quaid contact the police department on behalf of the Association. Ed will provide Cathy with additional details regarding the speeding incidents.

**IV. Delinquency Review**

Barbara reviewed the delinquency status with the Board. The Association is running an 11% delinquency, which is below the national average.

Ty asked for a summary of the collection process and Barbara explained that the steps were:

* Initial statement with due date.
* Reminder sent after the due date, with 30 additional days to pay.
* Second Notice, advising access to amenities may be terminated, and providing 30 additional days to pay.
* Notice of Intent to File a Lien, with additional 30 days to pay.
* Notice of Lien recorded, with an additional thirty days to pay.
* At this stage the Board can vote to initiate a lawsuit.

Account #5903 requested a waiver of $10.53 in late fees. The homeowner stated that she had not received her statement as the reason why the payment was late. This homeowner has never been late in the past. Roy moved to waive the late fee. Neal seconded. The motion passesd unanimously.

**V. Pool Opening Update**

Barbara advised the Board that the pool was ready to open. All repairs have been made to the pool, fence, and decking, and the City required signage has been posted.

Cathy “soft opened” the pool by having the pool closed sign removed and the bathroom doors unlocked.

Barbara suggested domed lids for the trash cans to prevent water from collecting in the cans during storms. The Board requested that she seek pricing on these lids.

**VI. Porter Service Bids**

Barbara explained that she had requested new porter service bids due to concerns about the quality of service provided by the current vendor, Robert’s Pool Service. Cathy has been working with Robert’s for the last several months to improve the level of service, and Robert’s has made improvements. However, Robert’s is primarily a pool maintenance company with porter service as an ancillary business. Barbara felt it would be in the best interest of the Association and Robert’s to make a change to a company that solely provides janitorial services.

Barbara presented bids from three vendors: SiteForce, Holmes Service Company, and TipTop. She stated that she has used all these companies before, and felt that all would provide excellent service. She indicated her slight preference for SiteForce. Holmes provided the lowest bid. Steve suggested that Barbara ask SiteForce about reducing their bid. The Board agreed and tabled the item until Barbara could talk with SiteForce. Once Barbara has these discussion, she will notify the Board by email so that that the Board can consider the proposals again prior to the next meeting.

**VII. Picnic Tables**

Barbara presented four options for picnic tables to replace the deteriorating tables under the cabana. Three of the options were plastic composite tables, one option was coated metal.

Roy noted that one of the options was unsuitable because the design would make it difficult for elderly or disabled residents to enter and exit.

Ty suggested that the metal tables would be easier to clean and last longer than composite plastic.

The Board reviewed the cost estimate. Barbara explained that this was a reserve expense and that adequate funding was available.

Ty moved to purchase four of the metal tables with reserve funds. Roy seconded. The motion passesd.

**VIII. Landscape Maintenance Transition**

Neil advised that Southern Botanical still has not sufficiently trimmed the median bushes. He expressed concern that the vendor had not been seen on the property lately.

Barbara explained that the transition had been difficult, and that she would speak to Matt with Southern Botanical about providing the required service until the final day of the contract. Barbara asked Southern Botanical if it would accept early termination of its contract. Southern Botanical refused.

Board members noted an irrigation leak at Rabbit Run and Branch Hollow and a missing irrigation head at the median near 1859 Countryside.

Greater Texas Landscapes will hold a meeting to discuss landscape expectations when they take over the property. Barbara invited the Board to attend. Ty asked that she advise the Board when the meeting would take place. The Board agreed that members would attend if available, but that the meeting needed to take place regardless of the availability of Board members to attend.

Landscape priorities are:

Community entrances – attractive plantings that do not obscure the signage.

Medians – trimmed to ensure safe sightlines, attractive plantings.

Irrigation – sprinklers adjusted to not run when it is raining, correct spray patterns for the type of heads used, adjustments made so that water is not directed into the street.

The new landscape contract has not yet been signed. Roy noted that the contract states that the Contractor warranty for plantings does not include death of plants caused by irrigation failures. Roy stated that the landscapers are responsible for the irrigation system, so they should assume responsibility for dead plants resulting from irrigation failure.

Roy also indicated typographical errors in the contract to be corrected.

Barbara is to send the revised contract, scope of work, and GTL’s bid and schedules, to the Board via email.

**IX. Management Contract**

Ty expressed his disappointment that the revisions to the management contract had not been received as requested. He requested that the prior HOA Administrator job description, which was part of the original contract , be restored as it is necessary to ensure that FirstService is performing all its required duties.

Barbara referred to an email sent to the Board earlier that day from Ashlynn Wells, VP of Management with FirstService. She explained that the original job description was not compatible with the company hierarchy at FirstService. The HOA administrator (which the current contract calls “Resident Services Manager”) is an employee of FirstService and reports to the Director of Management, not directly to the Board. All FirstService employees assigned to the Association’s account are responsible to the Board of Directors and if the required duties are not being performed it will be evident in the lack of deliverables such as management reports, financials, and Board communication.

Roy expressed his concerns regarding sections 5.11 and 5.12 of the management contract, regarding the Association’s indemnification of FirstService. Roy feels that the Association should not indemnify FirstService in cases of FirstServices’s own negligence.

Ed suggested renegotiating the contract in its entirety.

Ty moved to restore the prior management contract with the indemnity clause stricken, and with a job description for the HOA administrator that is comparable to, if not identical to, the prior description. Roy seconded. The motion passed.

Ty further noted that he expected these changes to the contract to be received within two weeks , not the day before the next board meeting.

**X. Adjourment**

The meeting was adjourned at 8:24PM.