

Beau Chene Homeowners Association, Inc.
Board of Directors Meeting
January 8, 2013
8:30 a.m.
Beau Chene Country Club

Call to Order

Vice-President Floyd called the meeting to order at 8:32 a.m.

Roll Call

Board members present were: Susan Bonnett, Leslie Boudreaux, Jay Capouch, Kelly Commander, Martha Hennegan, Chris Inman (non-voting member), Gareth Reardon, Doug Tate, Chuck Turner and Bob Weaver. Mr. Woods had resigned from the Board previous to the meeting Staff present was Bill Maier. Also present was attorney Craig Robichaux.

Coyote Issue

Mr. Simeon asked Mr. Maier to address the Board regarding this issue. He thanked Mr. Maier for the work he had done on the issue. Mr. Maier alluded to copies of all previous emails about the community. He said it's important to make an effort and not simply ignore the situation. The trappers told him every year, for example, they work with the City of Slidell and set some traps to catch some coyotes, but it will not eliminate the problem. He observed there had not been reports for a while, hopefully people were keeping their cats up and when the food source goes, the coyotes go elsewhere; he said there were prices from 2 trappers, and he recommended using the Millikens (Dave and Karen), and although the owner of the vacant lot on Longwood Drive refused the use of the lot for traps, he would measure and see if BCHOA property extended into the woods where traps could be set; the trappers could set traps on individuals' properties with permission, as in the drainage servitude on Longwood Drive; also traps could be set on BCHOA property along the Bayou between Evangeline Drive and the golf hole near Troop L; behind the water well on Tete L'Ours Drive is a possibility but kids often play there; he said the Millikens price was a \$300 set-up fee, and \$700/week as by law the traps are checked daily, especially as pets or other wild animals could be caught, and a coyote in a trap could be a dangerous attraction for people. Mr. Weaver asked if there was a rabies risk. Mr. Maier said it was a possibility with coyotes, coons and opossums. Ms. Boudreaux said her sister-in-law Bridgette Boudreaux who had a cat killed was about convinced after talking to the trappers that it would not be good to trap; she felt this way especially after learning if the alpha male was trapped and removed, then that entices even more (male) coyotes from other areas to come in and breed, which made the problem worse; but she was happy the Association had looked at the options and came to a reasonable conclusion. Mr. Maier agreed, having been involved in the discussion with Bridgette Boudreaux and the trappers; in response to Ms. Leslie Boudreaux's question, he said a scent was used to attract them to the trap, and if a coon was caught, for example, the trap needed to be reset as it ruined the scent; a lot of trappers won't handle coyotes. Mr. Simeon asked about the value of trapping. Mr. Maier said as they talked the

trappers said they were talking themselves out of a job because as people keep pets up, the coyotes will go away, combined with a change to warmer weather and as the young become better hunters; he observed the trappers said the coyote could be coming up the drainage servitude from outside Beau Chene. He said the decision was whether to spend \$2,600 for a 3-week effort.

Ms. Commander asked about recent killings. Ms. Boudreaux said Ms. Connie Seitz had cats that disappeared recently. Mr. Maier said this probably had been going on a good while, observing there were a lot of missing cat signs over the years; he observed the leash law technically applied to cats, but no one used a leash on cats and rather just let them out. Ms. Boudreaux noted her own cat had been gutted some time ago. Mr. Simeon asked for the Board's desire regarding whether to hire the trapper or not. Ms. Hennegan suggested educating the community about the risks of trapping, the pros and cons. Ms. Commander asked for the last incidence. Mr. Maier said a cat belonging to the house next to the vacant lot was found dead December 31st. Mr. Simeon said his dogs on Fontainebleau Drive acted like they were smelling something unusual between the homes. Mr. Maier noted prints were found near there.

Ms. Commander moved that another communication be sent with information about the consequences of trapping the alpha male, asking the residents to notify Mr. Maier, and if incidences increase, then use the trappers, noting that if there was no increase, then perhaps they moved on. Ms. Boudreaux seconded the motion. Mr. Capouch said it would be better to make them mindful of the problem but say trapping would not be the solution. Ms. Boudreaux asked if Mr. Maier could ask Mr. Inman to have the course workers report sightings. Mr. Maier said the security patrol also saw them from time to time on the course at night. Ms. Bonnett asked if the motion meant a trapper would be hired if more incidences were reported. Ms. Commander said if more were reported by email to the Board, the Board could then authorize a trapper be hired. Mr. Maier said the newsletter was delayed while waiting to update articles, including one on coyotes, and so Mr. Simeon's article could refer to the mailout. The holidays had caused delays at the printers, and more articles were needed to take up space. The coyotes article could be expanded with new information. Ms. Bonnett made an amendment to the motion so it did not include a trigger for having trappers yet. Mr. Reardon seconded the motion. Ms. Bonnett said more sightings shouldn't mean more trappers were hired. She said the Sheriffs Office did not recommend trapping, and she was concerned about potential liability. She felt the problem had settled down, but if it picked up the Board could communicate and decide to hire a trapper. Mr. Simeon was concerned about potential liability if a child was hurt by a coyote and a trapper had not been hired; he said his daughter, who lived in California for 5 years and is now living here, said she had heard coyotes here; he said she also had sent him information from the California Wildlife Department about what to do if you encounter a coyote. Mr. Reardon said he did not feel wildlife management was the Board's responsibility; he felt people should figure out what they need to do; there should not be an automatic trigger. Ms. Hennegan said she had been confronted by 2 coyotes while hiking and after standing still and looking them in the eye, they went away. Mr. Reardon said having grown up around wildlife, they need their space; he said again, the Association can not be all things to all people. Ms. Boudreaux said by contacting the trappers that gave an out from liability. Mr. Weaver said he understood the motion to say the Association would educate about what the trapper said; Mr. Simeon added that a trapper was being considered. Ms. Bonnett said her motion was to educate what is going on, give them more

information, and ask then to alert us of future sightings, and not say that trapping was being considered. Mr. Simeon asked for a vote on the amendment. Carried unanimously. He asked for a vote on the motion. Carried unanimously.

New Contract with TEC

Mr. Simeon felt it best to have an open discussion about the contract negotiations. Mr. Capouch observed TEC had not given consent to have an open discussion. Mr. Reardon said no consent was needed. Mr. Turner said it could create a negative environment; but he suggested a working meeting. Mr. Simeon said Mr. Maier had mentioned any minutes published needed to be redacted; it would be suggested at the end what to redact. Ms. Commander said it was not a one-sided decision for a member to decide what to redact. Mr. Simeon said it was up to the Board to decide in previous minutes what to redact. Mr. Simeon said when it was decided to publish minutes, there were some things the Board did not want to publish; the Board said the minutes should be redacted by the Secretary working with Mr. Maier; he said the previous Secretary worked well with Mr. Maier, whose knowledge of the minutes was excellent and he (Mr. Simeon) took his suggestions; similarly, Ms. Hennegan could work with Mr. Maier. Ms. Commander asked if the items to be redacted were defined. Mr. Simeon said it was left to the discretion of the Secretary working with Mr. Maier. Ms. Boudreaux suggested underlining parts of the minutes to be redacted and the Board could approve that as well. Mr. Weaver said the Board went into to discuss sensitive matters, and a vote then had to be taken out of Executive Session. Mr. Maier said the main concern was about specific accounts or about a specific neighbors' complaint where information about people's personal lives are concerned. Mr. Simeon thought Ms. Boudreaux's suggestion was good. He asked if this made Ms. Hennegan's job more difficult. She said no. Ms. Boudreaux moved, seconded by Mr. Capouch, that minutes submitted for approval would have suggested redacted portions underlined to be approved also. Carried unanimously.

Mr. Simeon said originally Mr. Weaver, Mr. Turner, and himself were assigned to the Contract Committee; that he (Mr. Simeon) didn't want to be on the committee as he was not comfortable with the legalities involved; he said Mr. Weaver resigned; Mr. Simeon said he spent time with Mr. Robichaux asking questions; Mr. Turner suggested changes which Mr. Robichaux thought were well-founded; he said if no one understood the contract as emailed it had Mr. Robichaux's suggested changes in red to Mr. Inman's original draft; he said Mr. Inman then send out "deal-breakers", and Mr. Robichaux took those and tried to reformulate with as many of the deal breakers he thought proper. Mr. Simeon felt the contract was close to an offer back to Mr. Inman. Mr. Turner said he understood the purpose of the Committee was to try to work an agreeable contract with TEC; he said he appreciated Mr. Robichaux's efforts; he said he was not on the same page with Mr. Simeon because the Committee was not meeting with Mr. Inman; he said whenever he negotiated contracts in the past he met with the person he was trying to contract with to work out details; accordingly, the past Friday he set a meeting with Mr. Inman and wasn't aware Mr. Weaver had resigned. Mr. Weaver said to clarify, he did not resign, but after an exchange with Mr. Robichaux's remarks asked for a Committee meeting without the lawyer; he said he was involved in contract management with his company and, in fact, had to leave today at 13:30 a.m. for a meeting about a \$3 million contract; he said his company's procedure where there is potential conflict is to start with a boilerplate contract written with a

lawyer's input and then review the principles of what was wanted to be achieved; and in that spirit he asked for the Committee to meet about the 1st round of comments; at that time, he said he was dismissed from the Committee. Mr. Simeon said he had copies of the email; Mr. Weaver said he did too; Mr. Simeon said what he said was if Mr. Weaver did not want to participate there was no reason for him to come back with further questions; Mr. Simeon also said when he didn't hear back from Mr. Weaver, he encouraged Mr. Weaver to rejoin; he said there was no need to argue the point. Mr. Weaver agreed. Mr. Simeon said Mr. Weaver said something else Mr. Simeon did not want to disclose but that was why he took it that Mr. Weaver resigned. He said the reason why Mr. Simeon didn't meet with Mr. Inman was again he didn't feel comfortable with contract law and he wanted them on the Committee. Mr. Simeon said Mr. Inman sent him emails 2 days after they met saying why do the attorneys have to be involved because it cost both sides money; and Mr. Simeon said he replied by email that he was not comfortable without the attorney there, but he didn't know if he said that to Mr. Turner and Mr. Weaver. Mr. Turner said there were so many emails he was not sure. Mr. Simeon said he appreciate Mr. Turner continuing on. Mr. Turner suggested getting to work on the contract.

Mr. Turner said he and Mr. Weaver met with Mr. Inman, working on a copy with Mr. Robichaux's comments; he had one Mr. Weaver worked on as a result of that meeting; then yesterday he got another copy with Mr. Robichaux's later comments, and this was another version. He asked Mr. Weaver to comment as he was very familiar with negotiating contracts, whereas he (Mr. Turner) was more familiar with operating under contract, his view point was if he had a contract did it work for him or not. Ms. Commander said the Board charged the Committee with the attorney to negotiate the contract. She felt individuals chose to go different paths; she said that was in the minutes (note: as far as staff can find that decision was evidently made in Executive Session on December 7, 2012 and then needed to be brought out as a motion once the Board was out of Executive Session). Ms. Bonnett said she did not think the Committee had gotten away from that. Mr. Turner said the attorney met with Mr. Simeon and with he and Floyd yesterday. Mr. Simeon said he heard what both said, and he was hearing some of it for the first time; he felt everything was done in good faith, though there were disagreements as to how it should be presented; he suggested the attorney put all together and suggested Mr. Robichaux give his report, hopefully it could get done by 10:30 before Mr. Weaver left. Ms. Bonnett moved, seconded by Ms. Hennegan that the Board vote on the contract before 10:30, before Mr. Weaver leaves, as it could easily take more time. Mr. Simeon said he was concerned about voting prematurely. Mr. Turner said having spent time with Mr. Simeon yesterday, he put off reviewing the latest contract until this morning and had reviewed through Section 4.6; he noted the contracts were very similar. Mr. Robichaux suggested if Mr. Turner and Mr. Weaver had a contract Mr. Inman was willing to sign then and there were deal-breakers in that one, why waste the time? Mr. Simeon suggested going on with the review rather than voting on the motion. Mr. Weaver said he and Mr. Turner thought it useful to talk to Mr. Inman with a list of his deal-breakers and see how they could be resolved; so they reviewed a red-line version and dealt with the deal-breakers until yesterday at 5:30 p.m. Mr. Inman said it satisfied all the deal-breakers. Ms. Commander and others said they could not vote on it as they had not seen it. Mr. Weaver said the Board could review a revised version that it was known Mr. Inman could accept. Mr. Simeon called for a vote on the motion, thought he agreed with Mr. Robichaux. Ms. Commander said she didn't see how a vote could be taken on a version they didn't bother to send out to the Board. Ms. Bonnett said she withdrew her motion, though what was happening was what she wanted to

avoid. Ms. Hennegan withdrew her second. Various people spoke at once. Then Mr. Capouch said he understood the version in front of the Board had suggested changes that came from a meeting Mr. Weaver and Mr. Turner had with Mr. Inman. Mr. Simeon said no, what was in front of the Board was what Mr. Robichaux put together after seeing Mr. Inman's deal-breakers; and they subsequently met with Mr. Inman to discuss deal-breakers and put together what he would accept. Mr. Capouch suggested working on the proposal in front of the Board in light of the suggestions in Mr. Weaver and Mr. Turner's version after meeting with Mr. Inman. Mr. Simeon suggested doing so as well.

Mr. Simeon noted the first section dealt with Mr. Inman asking for one face of the Board to interact with him, either the President or someone appointed by the Board. He asked for comments? Ms. Commander asked if Mr. Turner or Weaver could send the version by their phone to her. Mr. Weaver said he couldn't; Mr. Turner said he would try. Mr. Simeon invited Mr. Robichaux to sit at the table (Mr. Tate had left the meeting by this point in time). Ms. Boudreaux said she understood the point, but whatever the point of contact is, it is at the approval of the Board. Mr. Robichaux said in his version in the absence of a point of contact, the President would serve; in Mr. Inman's it just says it is at the Board's discretion; and the Board could empower the point of contact with necessary power – it's implicit in appointing the contract and in the motion the Board's grants then authority. He notes Mr. Inman says the Board can appoint one and if it does, he'll listen to it. It doesn't say what happens if one is not appointed. Mr. Robichaux said this was an earlier draft Mr. Inman commented on in relation to the deal-breakers. He suggested working from this draft as the stuff sent last night is generations beyond this draft.

Mr. Turner read Section 1.2 about the ability to appoint a representative to be responsible for performing the function of the managing agent. Mr. Robichaux said his draft said if one wasn't appointed, the managing agent should report directly to the Board. Mr. Capouch noticed it said "shall" appoint at the discretion of the Association. Mr. Robichaux noted it still said at the "discretion". Mr. Weaver said the word "discretion" could be eliminated. Mr. Robichaux said that was up to the Board. Mr. Turner said as a managing agent one needs a single point of contact, rather than 11. Mr. Simeon said that whoever was the point of contact should be at the Board's discretion, and it may not necessarily be the President. Mr. Turner agreed. Mr. Capouch suggested taking out the words "at the discretion of the Board", as he agreed the language was contradictory. Mr. Reardon asked if this "had any meat to it"? Mr. Robichaux said no. Ms. Bonnett observed it had a practical impact. Mr. Reardon suggested looking at this as an interim contract to get the Association to the best possible position a year from now. Mr. Reardon said he was comfortable with the provision.

Mr. Simeon said Section 2.2 gave the board the opportunity to manage its own affairs: Mr. Robichaux said it was deleted in the other version. Mr. Simeon did not like the deletion as it took away the Board's ability to handle future affairs. Mr. Capouch disagreed as the Board was getting into areas it did not need to be; if the appointed managing agent did not do what the Board wanted, then give notice and get rid of them; otherwise, there was no need to meddle with the affairs of the managing agent – the Board's duty was to govern, and it was not its duty to perform. Section 2.2 guts the ability of the agent to perform. Mr. Robichaux's said his opinion was the Board has to decide what is the relationship between the principle (the Board) and its

agent; it can be what you want; it's essentially master – the boss, and the servant – the agent; the principle can countermand the action the agent decides to take because there is liability that flows back to the principle if the agent is not properly supervising or keeping track of things; a contract can't eliminate the Board's responsibility; he noted said the Board had said it wanted to bring in a CAO to work with Mr. Inman, transition some things; it is the Board's legal right to take some things away from the agent; when Mr. Inman balked at this, the talk was that it would cut his pay or his ability to reimburse some employees; 2.2 is saying the Association agrees to pay for the people in Exhibit A; but 2.2 wasn't meant to address when the CAO is brought in, who the Board would want to work closely with the CAO, so they learn the affairs of the Association; so is that the responsibility of the agent or would that be under \$150/hour to pay TEC as a special project and the latter is what no one expects; this is his (Mr. Robichaux's) version trying to deal with the deal-breakers; it's a question of what the Board wants to do – it may just cancel the contract but then there are the problems of office space, retaining key employees, etc.

Mr. Turner said he had seen it work this way, and if the Board approved the Managing Agent to be part of the planning rather than dictating, then he felt they would agree; with a 2 year time frame it gives time to plan, as part of a strategic planning session. Mr. Simeon understood Mr. Inman was concerned about the Board micromanaging and he agreed with that; he understood that but he felt, if for example, the Board wanted to look at the contract if should have that right. Mr. Turner said it does. Mr. Simeon said at some point in time a new manager needed to be integrated in, and suggested adjusting the wording, but still have the opportunity to step forward with a new employee. Mr. Capouch said in the paragraph where it said the Association can employ a direct employee, he suggested making him the point of contact. Ms. Commander asked how the Board could walk away from its responsibilities under the By-Laws to hire a managing director (agent). Mr. Turner said it says the Board can't micromanage. Mr. Robichaux said the Board could. Ms. Commander said the Board may have to. Mr. Weaver said unless the language is changed it is a deal-breaker from what Mr. Inman said; he believed Mr. Inman responded graciously to help get through the transition. Mr. Capouch moved, seconded by Mr. Weaver to strike the 1st paragraph of 2.2. Mr. Reardon asked if this was somewhere else in the document. Mr. Robichaux said yes, the section regarding scope of duty. Mr. Reardon asked if TEC was accepting of someone being hired to take over. Mr. Weaver said he couldn't speak for Mr. Inman, but certain things in 2.2 that he wouldn't accept. Mr. Turner agreed, and said as a contractor he could not accept some parts of 2.2; he agreed with Mr. Capouch's motion, and agreed with Ms. Bonnett's that the Board can hire an agent, and a CAO to report to TEC. Mr. Simeon agreed the Board should not micromanage but retain the right to hire who it needed to; he suggested striking paragraph 1 and retaining 2. Mr. Robichaux said paragraph 1 states what is already the Board's right, but he felt it cause consternation about why someone wants this taken out; he said Mr. Commander was right saying it was ultimately the responsibility of the Board to micromanage, whereas Mr. Inman was trying to distance TEC from liability, for decisions he was making. Mr. Capouch said it was the Board's responsibility to see duties are performed, but not to say how to do them; Mr. Robichaux said it was. Mr. Weaver disagreed. Mr. Robichaux said if the Board was charged with providing water and sewer, and the agent is hired to do it, and it failed the Board is liable. Mr. Weaver agreed. Mr. Robichaux said it was hard for the Board to defend itself if it saw the agent doing the wrong thing but didn't act. Mr. Weaver said his company ran a substantial operation and in the contracts there is a termination agreement, therein was its control; when preparing a contract it's between the principle to decide how it's going to

be done. Mr. Turner said there is a Committee to monitor water and sewer; if it sees something wrong – for example, not passing inspections, then the Board should go to management to correct it; if it is not corrected, the contract can be terminated. Mr. Robichaux agreed, but his issue is what happens when someone gets flooded from sewer backups and sues, or a discharge from the sewer plant goes in the river, and says there is \$10 million in penalties. Mr. Turner felt that was a reference to Southeast, which had a history of not performing. Mr. Robichaux agreed, but that in today's regulatory environment agencies look to extract money; but he did not see there was a problem with removing 2.2, but why would someone want to do so. Ms. Bonnett felt it was not the Board's responsibility tell the agent how to run a sewer or water operation; the responsibility was to get reports, to monitor, the Committee assessing, to hold accountable.

Ms. Commander said if only the 2nd passage were left, what is the CAO's responsibility? Mr. Robichaux said whatever the Board wants. Ms. Bonnett agreed. Ms. Commander said a contract between 2 private entities is different than that involving a Board, and was concerned Mr. Inman wanted it out. Mr. Reardon said there were remedies for not performing, and this is business as usual, the same guys doing the same work for 30 years. Mr. Simeon asked for a vote on the motion to strike the 1st paragraph in 2.2, while retaining the second. The motion carried with Ms. Commander opposed.

Mr. Simeon suggested a CAO could be brought in before the end of the year; he suggested signing for 1 year contract. Mr. Robichaux observed Mr. Turner suggested 2 years, with the 90-day out; Mr. Inman changed it to 1 year, with 90 days out. It was agreed to do the latter. Mr. Capouch suggested January 31st as it was hard to have financial reports as of December 31st. Mr. Turner observed a year would be from February 2013 to February 2014 anyway. Mr. Weaver said he felt Mr. Inman was amendable to 2 years, if desired. It was agreed to go for 1 year.

Mr. Robichaux referred to 4.1, granting TEC the discretionary power to forgive dues accounts for up to \$1,000. Mr. Maier said as a practical matter when someone owed dues; management is not always given advance notice of proposed settlements; for example, a property is in limbo, and a title company gives a day's notice, asking what would the Association take in settlement to get a new owner in the home; for example, after Katrina, a house was empty and in need of repair; the previous owner owned dues and a new party (who bought the mortgage) wanted to renovate the house; the party offered to pay \$2,000 out of the \$4,000, all of which would be lost if they foreclosed; so management agreed to accept \$2,000 to turn the water on so the house could be renovated and someone buy it; the Board was later informed; this type of things happened rarely. Mr. Robichaux said it was probably better to take the "bird in hand" when offered. He said in 4.2(c) his proposal had in it if there was a \$3,000 bill – not meaning micromanaging recurring bills – and it had to be paid, the manager should let someone know at the end of the day it needed to be paid; this had been deleted; it does say that copies of all invoices evidencing Association expenses must be provided. Mr. Maier noted invoices are attached to the related checks anyway. Mr. Capouch said in 4.2 says the managing agent pays the bills, but the Association and authorized signers come in and sign; the section should say the agent will cause to be paid. Ms. Commander asked how invoice copies are obtained. Mr. Capouch said the actual invoice had been approved by management and the check is prepared,

the signers sign; similarly this is done with the detailed TEC invoice. Mr. Robichaux suggested striking the word “reasonable” in “reasonable requests”. The Board agreed.

It was agreed 4.3 and 4.4 were okay. Mr. Robichaux asked about section 4.5, dealing with the agent’s inability to maintain the property due to a lack of funds, etc. Mr. Weaver and others said it was all deleted in later copies. Regarding 4.6, Mr. Robichaux said it was reworded and not as clean; vicarious liability comes into play in the master/servant relationship – it is the power to direct and control; if one has power over employees and an employee did wrong; one can be made liable; interaction is desired, but abrogate the power to direct and control; the other change he noted to Article V, Section 15 in his version requires a fidelity bond; the By-Laws require it for people paying bills. Mr. Weaver agreed. Mr. Maier thought there was related insurance coverage that worked the same way – it may be a matter of semantics. Mr. Weaver said bonds can be quite expensive. Mr. Simeon said the section should remain. Mr. Turner said if there was a less expensive way to do that then that would be okay. Mr. Simeon agreed, and the By-Laws could reflect that. Mr. Robichaux said he struggled with the agent assigning new employees or making substitutions – the Board should not pay for additional employees without its approval. Mr. Maier said he didn’t think that was what was meant. Mr. Robichaux said it didn’t read that way. Mr. Capouch said the Association paid the TEC bill. Ms. Bonnett said the agent should be able to change employees without approval if for the same amount of money. Mr. Turner said if someone couldn’t be replaced for the same salary, and it had to be increased, then the Board would have to agree. Mr. Robichaux said it didn’t say what to do if the “14 days had passed”. Mr. Reardon said someone needed to be hired to do the job. Mr. Robichaux said the problem was could the increased cost be passed on to the Board, with just 14 days notice that someone may not see. Mr. Weaver said his company has such discretion in there, within the envelope of a contingency fund, along with a termination provision. Mr. Robichaux read Mr. Inman’s proposed provision. He suggested leaving 4.6 in his draft and let Mr. Inman respond.

It was agreed 4.7 would remain the same.

Mr. Weaver suggested going back to Mr. Inman with the suggested revision. Mr. Simeon said Mr. Inman needed to meet with someone as he could not meet with Mr. Robichaux (as Mr. Inman had been represented by an attorney). It was agreed Mr. Turner, Mr. Weaver and Mr. Simeon would go. Mr. Robichaux said he had gotten Mr. Turner’s and Mr. Weaver’s comments, but got Mr. Inman’s indirectly as they were not sent to him. Mr. Simeon said previous boards should have done what was being done now, thanking all involved. Mr. Weaver felt that Mr. Inman sincerely wanted to help. Mr. Capouch asked about the \$150/hour fee. Mr. Robichaux said it was in 5.4. (Mr. Weaver left the meeting at this point.)

Regarding insurance, Mr. Robichaux said there is Association insurance, TEC insurance, and TEC’s claims administration done as the managing agent. The Association has insurance the documents claim it should have; because TEC works for the Association, it should require him to have certain insurance; each should be an additional insured on each other’s policies; but to truly have one’s insurance substitute into the other there would have to be an endorsement and more premium paid; naming each other as an insured does help when defending a suit; there is other language about prorating and ranking policies; the big thing is TEC wears hats as an “agent” acting for the Association and also performs additional services, what insurance does TEC

have?; he speculated their insurance was consistent with being a realty company – not containing pollution coverage, products and complete operations, etc. that involve claims if a pumping station is reconfigured, and it fails (staff notes: when a reconfiguration is done it is the BCHOA that actually signs a contract with an outside engineer to design and an outside contractor to install); Mr. Robichaux said when TEC does work internally, it may be a violation of Louisiana contracting law; he was not a licensing attorney by the thought it probably was; the statute as said if the BCHOA seeks to circumvent LA law, it could fine the BCHOA as the owner, even though it had not happened in the past; if engineering work didn't do what it was supposed to and caused damage, BCHOA could say to TEC, BCHOA didn't do that because TEC hired the employees and BCHOA wanted to make a claim versus the insurance; the insurance could send a letter saying it was not covered because it was a product or completed operation; therefore, he said he tried to spell out in 4.8 the types of coverage BCHOA should have and what TEC should have; he saw a lot of similarities in the drafts and suggested going back to his draft to the extent it was not wholly inconsistent. Mr. Maier said the Association had pollution insurance but was not knowledgeable of all the TEC's insurance; he observed the contractor's law seemed to have a \$50,000 threshold. Mr. Robichaux agreed, Mr. Maier asked if it was cumulative – that is, if a handy man worked for someone's house 3 times in 30 years and got over \$50,000 would it apply. Mr. Robichaux said no, but with a bunch of \$10,000 projects in one-year it would. Mr. Maier said whenever a project involved something like designing and upgrading pumps at a lift station, for example, an outside engineer (and contractor) was used; he said most of the repairs done were small and the staff was paid to operate not to do contract work. Ms. Bonnett suggested language be used so things could move forward; she suggested a risk management expert. Mr. Robichaux suggested trying to make it fit without doing violence to either side. Ms. Commander said any other contractor hired to do that kind of work would carry \$5 million in insurance; \$1 million is not enough; she said she talked to the licensing board, to Mr. Robichaux and Mr. Inman, and he believes he needs to be licensed; the Board's expectation that she is not going to be a reporter of an unlicensed contractor is unreasonable; the licensing board says it has 25,000 inspectors – all the licensing contractors; she said it is the contractors effort to repair and maintain that is construction work, and he has to comply with licensing laws; the BCHOA can be fined 10% of gross receipts; Walmart had been fined for looking the other way. Mr. Turner suggested to move things along, with no disregard to Mr. Robichaux; he made a motion, seconded by Ms. Hennegan, to hire a licensing attorney not involved with the Board to give a clear picture. Mr. Simeon asked if that could not be done by Mr. Robichaux's firm. Ms. Bonnett said attorney Danny Shaw was a construction attorney and would be familiar with it. Mr. Robichaux suggested Glenn Mercer in New Orleans. Ms. Bonnett asked Mr. Robichaux if he know Danny Shaw and he said quite well. Mr. Simeon asked what if there was no final opinion when the contract was discussed with Mr. Inman. Mr. Capouch noted 4.9 was also relevant. Mr. Reardon asked when the property was self-managed was a license needed. Several answered no. Mr. Robichaux felt 6.11 covered the issue, requiring state and federal law compliance. Mr. Maier noted that then this come up, Mr. Vinson talked to the testing company the Association used who also managed sewer plants and they said they had not heard of such a requirement. The motion then carried unanimously.

The Board agreed to keep 4.8 as is and go back to Mr. Inman about it. Mr. Turner said Mr. Robichaux would go though and try to merge the versions. Mr. Robichaux agreed to do so. Mr. Capouch said 4.10 should not allow the managing agent to withdraw funds on his signature

alone, except as directed by the Association. In response to Mr. Maier's questions, Mr. Capouch said funds could be moved from one bank's account to another bank account. Ms. Commander asked under 4.11 how it could be assumed contractors were being used were under contract? Specifically, she was concerned Lark was not under contract. Mr. Simeon noted the Board could retain the right to review contracts. Mr. Commander said Lark performed sewer work under T & M, with no contract. Mr. Simeon said the section said contracts and agreements. Mr. Robichaux said there was a verbal contract; this section says no contract without the prior written consent of the Association, so they could say that there needs to be a written contract with Lark. Mr. Capouch suggested if the term is greater than one year. Mr. Turner suggested leaving it as it is. Ms. Commander said this involved sewer and water work, not plumbing. Mr. Reardon said what paper exists when roads were overlaid. Mr. Maier said there was a detailed contract meeting national AIA standard that had been reviewed by lawyers. Mr. Reardon asked about Lark doing ditch maintenance. Mr. Maier said he did not know of an overall contract, other than a verbal agreement, while noting Lark had insurance. Mr. Maier said Mr. Vinson dealt with Lark. Discussion ensued about other vendors that the Association may need contracts with. Mr. Maier mentioned the garbage being one with only a verbal agreement. Mr. Simeon felt that was some implicit things in dealing with verbal agreements. Mr. Robichaux said good practice was to have written contracts and to communicate that to the agent, and nothing in 4.11 takes that away. Mr. Capouch said it needs to say if work was being done that needs to be under contract, the agent be directed to do so. Mr. Reardon said the agent could be directed to have the contract, absorbing the Association from liability; he clarified by saying what he meant was if the agent didn't get a written contract when needed, it was his liability. Mr. Simeon said the Board retained the right to go to the agent and say a contract was required; he said in dealing with a delicate personality the Board needed to do what was necessary to go the contract done while retaining the right to what is necessary.

Ms. Commander said the agent wouldn't have any issue with it. Mr. Capouch observed all vendors would have to be under contract. Ms. Bonnett didn't want to make this be a deal-breaker if it wasn't necessary. She said she wanted nothing to upset the garbage services, which was extremely popular with residents. Ms. Commander suggested going into Executive Session. Mr. Simeon noted portions of the minutes could be redacted. Ms. Commander asked if there was potential exposure not having a written garbage contract. Mr. Robichaux said there was potential with everything. Ms. Bonnett said if a child was run over, what would a contract change. Mr. Robichaux said if one of the garbage workers was run over could he make a Workers' Comp case v the BCHOA was the question. Ms. Bonnett said these were risk management issues but could this issue be moved through now. Ms. Commander said it was her role to protect the homeowners. Mr. Simeon suggested leaving 4.11 as is and consider at the next meeting directing the agent to have signed contracts. Mr. Reardon suggested letting the CAO handle the issue. The same service had been used for 37 years, back before public dumps; the question is how to get through the next few months. There needs to be a plan to direct it. Ms. Commander just wanted her concerns recorded; and Mr. Simeon, added the Board's as well.

Regarding 4.12, Mr. Robichaux said when the meeting went over 2 hours the agent got paid \$150/hour. Mr. Maier observed Mr. Inman was advocating monthly meeting not over 2 hours. Mr. Simeon said that monthly meetings would be considered. Mr. Robichaux said as long as Mr. Inman served as a Board member (non-voting) he shouldn't get paid. Ms. Bonnett said he

doesn't want to be a member; he could leave after 2 hours if it was arranged to make sure all business involving him was taken care of. Mr. Turner felt that after 2 hours meeting were not productive. Mr. Simeon said Mr. Inman didn't have to be there over 2 hours and agreed with Ms. Bonnett, but there shouldn't be a limit on meeting time in the contract. Mr. Turner observed the concern may be the Club losing income on the room with the long meeting. Mr. Maier said no, he believed the concern was meeting length and productivity. Discussion continued with several speaking at once. It was suggested adding "if his presence was required".

Section 4.13 was okay. Mr. Commander asked in 5.1 what was rental, sales tax, other monthly expenses. Mr. Turner said it was pass through costs. Mr. Robichaux said a section he took out said the agent deducted his fee and compensation for the agent was payable on or before the 10th. Ms. Bonnett said her board gave her the ability to pay herself and staff – the board didn't sign her check – for the normal salary compensation. Mr. Robichaux envisioned an invoice being submitted and the check signed by the Treasurer. Mr. Maier said that was what was done. Mr. Robichaux said that's not what this section had said. Mr. Capouch said there was no reason to deduct the management fee unless he thought he wouldn't be paid. Mr. Robichaux said the fiduciary could not offset fees to the detriment of the principal. Mr. Robichaux said he just put the Association pays the agent and could add "by the 10th". Mr. Robichaux said in 5.1 language was added in covering rental fees and sales and other taxes required by taxing authorities upon receipt of the management; did that mean the \$70,000 managing fee is a gross number, and does the Association pay employment taxes on that; he thought there was a 1099 based on the fee and he paid withholding. Mr. Maier thought the over head was spelled out elsewhere in the agreement and Mr. Capouch agreed. Mr. Maier thought it might be boilerplate. The consensus was to remove it.

In Section 5.2, reimbursement of expenses, Mr. Simeon asked what long-distance calls were to be reimbursed? Mr. Robichaux said there was language there about modifying reimbursement that was no longer needed. Mr. Turner agreed. Mr. Robichaux suggested to say pay as in Exhibit B. Mr. Turner agreed, and thought it had been overlooked. The language was thus eliminated.

Mr. Robichaux said in Section 5.2 before the agent used in-house people he should notify the Board so it would decided to agree about rates and times unless there was something covered by the emergency section.

Regarding Section 5.3, there were no changes. Regarding Section 5.4, regarding additional services, Mr. Turner observed a slight change. Mr. Robichaux said by law he needed to be granted permission; he felt the Covenants didn't anticipate a corporation being the agents but rather a person; but in Morgan's Earnest's day, it became TEC and he was the guy; is the Association expected to pay \$70,000 and pay in addition for someone else. Mr. Reardon noticed it was for additional services outside the scope of the agreement.

Regarding 6.1, termination, Mr. Robichaux said a full and final accounting was required by law. Mr. Capouch said Mr. Inman had a problem since TEC owned property that might be used for the Association, and so it needed to say personal property and other documents not otherwise owned but the agent. Mr. Robichaux said he couldn't envision plans, not interrelated.

Mr. Maier explained there were, for example, original mylar copies that TEC or Beau Chene Inc. were given by engineers hired by TEC; but copies made at BCHOA expense were owned by BCHOA; no fee was charged, just cost. Mr. Capouch suggested changing the language as he suggested and the consensus was to do so. Mr. Robichaux said the Final accounting was required by law. It was agreed to allow 75 days for this to be done.

Regarding 6.2 was okay. Regarding 6.3 Mr. Robichaux did not like arbitration. Mr. Turner said the thinking was it was cheaper. Mr. Robichaux said it was not as an arbitrator was not paid by the public and charged some \$250/hour; also the agreement doesn't say it is binding arbitration. Mr. Simeon and Ms. Bonnett did not like arbitration. 6.4 and 6.5 were approved. Regarding 6.6, Mr. Robichaux said no contract is entered into with an affiliated party unless at arm's length and not at rates in excess of rates charged by the non-affiliated. He said his dealt with a separate agreement, other than the normal work tasks. Ms. Commander said the employees were basically under contract to do work on water, sewer, roads, etc., - essentially repair work and this has to do with them possibly doing other work, so where do that leave the Association? Mr. Capouch says there would not be a separate agreement without the Board's consent. Ms. Commander said it also addressed him (Mr. Inman) performing work himself. Ms. Bonnett said that language was taken out. Mr. Capouch said it said he could use his own employees. Mr. Robichaux said it doesn't require a contract; it was taken out. Mr. Robichaux said at a minimum it should require approval and an outside bid price. Ms. Commander said where does that leave the Association? Mr. Robichaux observed when the Association become separate, a license is not needed; other than a liability issue, the skill set hasn't been approved; but it's okay for paying ourselves but for himself it's not okay. The result is the Association will own it. Mr. Capouch said this paragraph didn't deal with licensing, but with an affiliated party; what Mr. Robichaux's saying if such a contract is entering into it must be with Board approval. Mr. Turner recommended adding the last sentence. Mr. Robichaux is not about people already doing the work, but other people he may use to do work. Mr. Maier said he didn't know what would be. Mr. Robichaux gave the example of painting a guardhouse and Mr. Maier said employees already paid to do BCHOA work were used. Mr. Robichaux said if they were going to go beyond what the employees are normally doing, then what restraints do you want to put? Mr. Capouch observed previously it was said you can't enter into a contract without approval. Mr. Maier asked if approval was needed to get a plumber to fix a problem at the guardhouse? Mr. Robichaux said no, only if it was affiliated TEC employees, unless an emergency.

Sections 6.7, 6.8, 6.9, 6.10, 6.11, 6.12 were left in the draft. Regarding 6.13, Mr. Robichaux said he didn't indemnify his employees; there is no liability for the agent independent of being an agent except if he discloses his agency and becomes personally liability; but it is crazy to say the agent will indemnify for hazardous materials predating the agreement; but the contract documents say the Board and the HOA members are not liable for the agent's improper performance of duties; so if something involving hazardous materials was done in the past by TEC as developer and it says it isn't picking up the tab, the By-Laws say TEC is not liable, and liability insurance was bought, so TEC needs checks from the HOA or a special assessment to pay costs; he didn't know if a real case existed but he didn't recommend signing off on more liability than the HOA already gets for whatever is on HOA land for the water and sewer plants if it's problem. Mr. Maier said he didn't know of anything there and TEC still owned the adjacent land to it (the sewer plant and one well; the other well has homes adjacent to it). Mr.

Maier asked what was in the By-Laws. Mr. Robichaux said the Board is not liable for anything the agent does exceeding its responsibility. Ms. Bonnett suggested a compromise was to take out the entire section. It was agreed to strike the section. Mr. Robichaux said the CAO could look at the risk management situation with these people, the indemnities go from them to us (the Association) as it is writing the check; if they don't want to sign the contract, then find someone who will. The problem is making sure the agent has the right insurance; certain things are not insurable but damage to property is or to personal injury is even under pollution insurance; but one has to be an actual polluter for this to apply; an accident is different than pollution discharge; TEC policies need to be examined.

Regarding 6.14, Mr. Robichaux added that after seeing emails go back and forth; in his shop, employees are not to communicate with clients, so the agent ought not to communicate with members; Ms. Bonnett asked if the Board members signed a confidentiality agreement. Mr. Simeon said Mr. Inman did not. Ms. Bonnett said once a year the Board should sign one. Mr. Reardon said TEC didn't sign it. Mr. Simeon said the agreement in July 15, 2011 was signed by all present. Ms. Commander observed there was no teeth to that. Mr. Capouch says this says the agent can't have direct contact with a member without the Board's approval. Mr. Robichaux said it needs to be better worded. Mr. Capouch said that meant Mr. Maier couldn't answer calls. Mr. Robichaux said he meant self-serving letters and email streams. Mr. Turner said some Board members are putting out stuff all over. Ms. Bonnett suggested doing away with the section and having an enforceable confidentiality statement written that covers everyone, not just the agent. Mr. Capouch said the fact that a Facebook page allows anyone to post anything they wanted and the Board associates itself with this, it is opening itself up to all kinds of potential problems; he felt Facebook pages should not be used for communication before approval as there is no control of the site, whereas on a website it could be controlled. Mr. Robichaux said he assumed his charge was to make changes per the discussion regarding insurance, and send a copy to Mr. Turner and whoever else would go to Mr. Inman. Mr. Capouch asked Mr. Maier if the monthly fee had been slightly increased. Mr. Maier said he wasn't aware of that.

Ms. Boudreaux asked if Ms. Vitrano answered any phone calls for Mr. Inman. Mr. Maier said rarely (unless regarding BCHOA business) as he had his own secretary and other numbers for TEC realty, etc.

Mr. Simeon suggested the adjusted document would be received by him from Mr. Robichaux and he would send it to Mr. Turner and Mr. Weaver; they would go to Mr. Inman. If there were further adjustments, or it was okayed, he suggested the Board could meet again or do all by email. Mr. Reardon said Mr. Turner, Mr. Weaver, and Mr. Simeon could be authorized to go hash out a deal with Mr. Inman, even if it was a 2-1 decision; the Board needs to get comfortable with those doing the work. Mr. Capouch said he needed to produce a budget and he was waiting on meeting with Mr. Inman to finalize the Administrative portions of the budget. Mr. Robichaux said there was an extension through month's end, so it was no problem. Mr. Reardon says the budget needed to be produced before it expired. Mr. Robichaux said he could have a draft by tomorrow. Mr. Simeon wanted the right to come back to the Board if necessary; and would not sign off if not proper. (Mr. Robichaux left the meeting at this point.) After discussion, it was agreed Mr. Turner would contact Mr. Inman about possibly meeting on the 11th at 9:30 a.m.

Town Hall Meeting

Mr. Simeon said he could talk with representatives of ISN and J.L. Roberts to prepare. As Ms. Boudreaux would not be there, he suggested Ms. Commander, Mr. Tate, and Gareth be prepared to speak. The only purpose would be to discuss the gates. Ms. Bonnett suggested the survey could be turned in later than the meeting. It was agreed to send an email reminder. Mr. Capouch said people should be made aware they could turn the survey in even if they could not make the meeting. Ms. Bonnett said it should be emphasized there were multiple opportunities to get answers and voice opinions – Mr. Maier said Ms. Vitrano was keeping a typed record of not only the surveys “yes” or “no” but the many comments as well. Mr. Simeon said the responses picked up thus far were 63 in favor and 31 against. Mr. Tate would pick them up in the future. Ms. Boudreaux asked Mr. Maier to have a reminder put on the gate message boards regarding the meeting and survey. Mr. Maier said he could get the club manager (who had the letters) to do so. Mr. Simeon said he and Mr. Maier could get together regarding the emails and message boards. Ms. Boudreaux asked if the newsletter would come out before the meeting. Mr. Maier said hopefully. Ms. Boudreaux said she will send something in writing.

Discussion Re: Mr. Simeon’s letter to the Community

Mr. Simeon said he put the letter with the survey mailout because when he met with Mr. Inman the main thing was to try to tamp down what was going on the community, and they agreed to try to contact those they could to try to get them to cease and desist; and out of that came Mr. Simeon’s discussion with Mr. Inman about re-negotiating the contract; and he met with the Friends and Mr. Berey; and the agreement was the Board would negotiate in good faith and the issues being brought up be put to rest, no more letter and petitions; and he asked Mr. Bill Jacobson to hold off as well. After the last meeting, he said Mr. Berey contacted him to say another letter was going out to the community – which was a breach of the agreement; so he (Mr. Simeon) felt enough was enough, and because of this and some things he took offense to in the past, he sent out a letter without going to the Board; he said he stood by the letter and nothing in it was false. Mr. Capouch said all needed to cease communication and suggested all hold things to self, since every email or letter just solicits 5 more back; his email was full with people wanting to comment, whereas the Town Hall meeting was for that; he felt there should be no more emails, Facebook posts, writers or whatever because there was nothing positive in it; every time something goes out, he got responses he doesn’t need to hear. Mr. Simeon agreed but he was upset because it was so disruptive to the community; he said he had no problems with the petition, but the talking points were misleading or outright lies – like the dues going up, the garbage company possibly being changed, that the Board didn’t want to retain employees. He said he was going to be on board with ceasing the battles. Ms. Hennegan suggested taking down the Facebook page; there is already a website. Ms. Commander said there was a second one as well that she administered and she refused to take it down; Mr. Tate administered the other. Mr. Maier observed the name Beau Chene was copyrighted and so the Board should consider authorizing the sites to avoid legal problems. Mr. Simeon said Mr. Tate was trying to do something good for the community. Ms. Commander said he changed the name as it originally said Beau Chene Homeowners Association. Ms. Hennegan asked the site names. Ms. Commander said Mr. Tate’s was Beau Chene Homeowners; hers was Beau Chene Property Owners. Ms. Bonnett said Mr. Turner was a fine example – she had not received a single email

from him in the last 4-weeks; and Mr. Capouch was another fine example; yet Mr. Turner did a lot of work for Beau Chene, but he was not giving his opinions; Ms. Bonnett said no one could control dialogue; and she did not have the time to read “70” emails because and so she might miss the important emails; it is doing the homeowners a disservice; she said she did not to be copied on all the emails’ if this continued it was going to lead to people like herself and Mr. Reardon quitting, just as Mr. Woods had done.

Mr. Simeon said he would send no more copies of emails going out; but could not say what would happen if another letter from the group came out attacking, in which case not he but the Board should consider responding. He referred to 3 letters; the first he said attacked the BCPO; the next 2 were attacks on the Board’s integrity and individual members not doing due diligence and their appropriate roles; the petition had been circulated with verbalization of what the Board was doing improperly; he said he committed to not sending a letter out on his own and would not copy the Board on emails; and would not answer any more of them; he said it wasn’t right that 1 group had the full attention of the community without recognizing the need to response.

Ms. Commander said she took a back seat at first; she met with Mr. Inman and had his word that he would call Mr. Berey and ask him to call off the petition which showed how he controlled the Friends; then when it started up again, he said he was no longer involved with them; she observed she had worked hard in her lifetime, both professionally and as a volunteer on numerous boards and organizations to have to put up with what she puts up with, and that she could only imagine what some good customers of her in Beau Chene thought; she said she was not under the confidentiality agreement and didn’t know if she would sign it; she would take it to her own attorney to see what it looks like; she had no problem with putting out things that happened on this Board; people have a right to know what has been happening with this community; she said she was not happy about the position she was in and had better things to do with her time than fight these people; she said she sat quietly, then “they fired another shot”; and she was “mad as hell – you can put that in the minutes”; and she said she would continue to speak back; observing that sometimes by doing nothing, one somewhat admits one is guilty; but she said she was guilty of nothing, and that’s why she wanted the minutes published, and why she wanted a vote on the contract, and if she didn’t like what was said, to give her a chance to say she didn’t like what was said, and she voted “no”; she said give her a chance to say what she said and to document; she was really upset she had been so attacked and maligned; she said truthfully she had a defamation lawsuit ready to file against Mr. Inman and all the Friends; but she called it off again trying to reach out and resolve some of this, but it sits in the wings; and she said that was how strongly she felt slandered and defamed with lies; Ms. Boudreaux said she was like Mr. Simeon; she couldn’t care less about the petitions – if they wanted her out, the community wanted her out, fine; but it was not because of the 11 points passed around; she observed her husband’s business was affected, but in the political arena if someone said something negatively against one and one didn’t respond to defend, it was believed to be true. Ms. Bonnett said she never suggested nothing be done; signing a contract was doing something important; making sure the water system is working, the garbage is being picked up, etc. is important; she said she was suggesting taking the limited number of hours available to spend on Association business and funnel them in the most productive manner; she said success was in the outcome, not in the detractors, she observed the Friends can say what they want – and what they

are saying is not all bad – and it’s implied it’s about the entire Board, but the truth was the Board met far too often trying to do the best job it could to position the organization to succeed now and in the future; and she said she didn’t care what anyone said or called her, because she knew it was doing good things for the neighborhood, but fueling it makes it harder to do so. Mr. Capouch said Ms. Commander could defend herself however she wants, but he didn’t want anyone’s personal actions keep liability or be associated with the Board; this is why he said he objected to Mr. Simeon’s personal letter going out such that it associated itself with the entirety of the Board; likewise, he said if Ms. Commander wanted to have her own Facebook page that was okay, but the Board should go on record saying there were personal opinions, not the Board’s, and the efforts are not sanctioned by the Board; he asked that it be put on her page that these were her own opinions and do not reflect the opinions of the Board. Ms. Commander said she would be happy to do so.

Mr. Simeon said why he copied the Board on all the emails was that every one of them was accusing the Board; he wrote the letter in first person; “we” was used in a different way; the letter was never meant to be except from him, and in conversations with people he made that clear; he said he felt in a backhanded way they were accusing the Board because they copied the Board, and further he took full responsibility (for the letter); he said he had no intention of responding further, but if he did, it would go out as a separate mailing; he said he admonished the Board to see what happened after this; he observed that at no time did he contact Ms. Commander or Ms. Boudreaux to ask for their input on the letter. Ms. Bonnett said the folks at Mele were saying Mr. Simeon took the letter up there together (with Ms. Commander and Ms. Boudreaux); she said there were people dissatisfied with what was happening, but it wasn’t coming from the sources Mr. Simeon believed, and one couldn’t “beat the gophers back with into the holes”. Mr. Simeon said someone was starting that as well as outright lies; he said he asked the young lady to put the survey on a different colored paper; he said he wasn’t making accusations, but she said how about green like the last one sent out; and green was the one sent out by the Friends. Mr. Maier said they might be using the same printer. Mr. Simeon said if they were they were using the same mailing list. Mr. Maier said they were not. Mr. Simeon said it wasn’t important, he agreed it needed to stop. He was the first to propose it stop when he sat down with Mr. Inman, and later Mr. Bery; he met with Mr. Bery twice after that, shook hands on it, and the agreement was broken; in each email he proposed stopping. Mr. Maier said the lady at Mele was likely referring to the last Association mailout as the annual meeting (and special meeting) mailouts had colored paper and he had discussed that with her (while Mr. Simeon was going up to Mele; also please note Mele’s policy is no one can use another’s mailing list without written permission by the original provider of the list). Mr. Turner moved that Beau Chene be taken off the Facebook pages and they be renamed something else, especially as there is potential of legal issues. Ms. Hennegan seconded the motion. Mr. Simeon said he didn’t know the legalities involved. Mr. Maier said Mr. Dittmer had advised before when it came up previously that the only people who have the right to use the “Beau Chene” name and logo is the Association and the Earnest Corporation. Mr. Simeon said could someone start a page saying “I’m a Beau Chene resident.” Ms. Bonnett observed they probably could, there was a magazine out called “Our Beautiful Tree” for the residents of Beau Chene. Mr. Maier said a realtor once began a “Beau Chene” website, and attorneys advised she had to shut down the site. Mr. Simeon suggested the Board just require the site say it wasn’t sanctioned as he didn’t know if the social media could be restricted from using the name. Ms. Commander questioned how Ms. Raymond,

a TEC realtor, could have a Beau Chene page. Mr. Capouch said she worked for TEC and had permission. Ms. Commander asked about Marina Beau Chene could it use it. Several people spoke at once. Mr. Maier said the Beau Chene name and logo was covered by a trademark filed with the (LA) Secretary of State's office. Mr. Simeon suggested Mr. Turner's motion just cover what the Board could require. Ms. Boudreaux said there was no teeth to any motion anyway. Mr. Capouch said again he was concerned about liability. Mr. Capouch suggested saying the Board didn't authorize the use of the name Beau Chene in any of the media. Ms. Commander suggested saying this was for residents of Beau Chene and not supported by the Association. Ms. Bonnett, seconded by Mr. Reardon, suggested saying the Association didn't endorse or sanction the site. The motion carried unanimously.

Ms. Boudreaux said the Board should go on record saying it never had a conversation with the garbage company about dismissing them; that the dues were not going up; and that the current employees were not going to be fired. Mr. Reardon observed the said reality was it will not go away; some will do what they can to undermine and give the impressions that what the Board does is not for the benefit of the Community. Mr. Turner said let the record show the Board had not discussed the garbage contract or firing employees. Mr. Reardon noted the retention of the employees was discussed; he said the Board needed to think about what to do if it didn't go away. Ms. Bonnett said the Governance committee would have to send out through Ballot Box the call for nominations in February; the topic will then be about who is running. Mr. Reardon said he was concerned the whole thing was birthed out of some not liking how Mr. Simeon spoke at the meeting and there has continually been a new agenda item ever since – the contract, running off service providers, employees, etc.; he said this will continue and as much as his attention needs to be 100% on the job to be done, he doesn't want to be copied on 100% of the emails. Ms. Bonnett said communication solves the problem; she observed if a CAO is hired, he could fill that void; if not, the Board needs to figure out in the short term to fill the void with the truth, the transparency of the minutes, and otherwise communicating; the Board knows the good thing being done but the general community doesn't, and when they get the emails, it's inflammatory; when truth is distributed that deflects their agenda, the agenda doesn't have energy any more; the truth needs to be disseminated in a better way; the result of this meeting is an example – the Board is getting much closer to a contract that is signable. Mr. Turner observed that Mr. Maier had pointed out that the needed new accounting software with Northstar would enable better communication with the residents. Mr. Maier said the software has a website component built in, if that component is purchased; it is similar to the club's (Northstar) software but meant for homeowners association; the account information is automatically there, so a system is easily created where each homeowner gets a password to go on the site; otherwise, the system has to be created from scratch which takes a lot of time, including creating the system and entering by hand the information wanted from each account; a new accounting system that is being maintained is needed and this system also has website capability. Mr. Capouch agreed something needed to be done and he would present a proposal to the Board for approval at the next meeting. Mr. Maier observed he had requests for the last 2 sets of minutes. Mr. Simeon said he appreciated the Board not attacking him more than he thought might happen, but as an example of the illogic of dealing with some people – his concern wasn't about himself but about the Board and community – a lady had called him in tears because she was being told what the Board was doing and she was concerned about what was going to happen with her dues and other issues; he said she had refused to sign the petition and called him because she lives in

Hampton Court where he owns a condo and the elderly people know him; he said his concern was the populace, and if they had heard enough he was committed to stop responding.

Mr. Simeon said in conversations with Mr. Robichaux it was brought up the Board was short 2 people; Mr. Robichaux had suggested appointing a member; Mr. Simeon said he agreed, noting for the sake of good will, Mr. Robichaux suggested Louie Zeillmann; Mr. Simeon suggested doing so and filling the other spot with Bill McInnis, who ran twice and was almost elected; he suggested this be done at the January 25th meeting; or the Board could wait until the elections.

Mr. Capouch said as a matter of housekeeping, Mr. Inman had informed him a \$100,000 CD at Community Bank was maturing this week, and authority was needed this week to renew for 1 year at .4%. He noted that as Board in the past had required that deposits be covered by FDIC the reserves have to be spread around, so it can't be in the same banks as the operating accounts; Whitney and Capital One Bank are tied up with those. Mr. Simeon said a bank was advertising 1.4%; he always found with enough money rates could be renegotiated. Mr. Capouch moved, seconded by Mr. Reardon, to renew the CD at the best possible rate. Unanimously carried.

Ms. Boudreaux asked why a security alert had not been sent out about the Crosby incident. Mr. Maier said he hadn't had the time; it would go out today; he said he was also still gathering facts; he said he had called Mr. Crosby last night to tell him the patrolman had been contacted and said he noticed a branch across the cart path around 2:08 a.m.; also he noted it was unlikely to be repeated throughout the community; he explained to the Board that someone had cut down 8 or so large legustrums belonging to Harry Crosby between 10 p.m. Saturday night and 6 a.m. Sunday morning; Mr. Crosby had heard nothing so an electric saw must have been used; these plants were a buffer along the cart path, and the golf course workers moved the cut branches off the path; Mr. Crosby remembered he had confronted some kids down by the river recently and shown lights on them, and the cutting of the bushes may be related.

Mr. Simeon said Mr. Reardon reminded him Mr. Berey and Mr. Whealdon had been granted their request to appear at the next Board meeting; but when the survey was put out and now the Town Hall meeting called, this may have made their issue moot; after discussion, it was agreed they could appear for a maximum of 15 minutes. It was also agreed Buddy Coate could come to the next meeting after the January 25th to have his appeal of an ECC ruling heard.

Mr. Maier remind the Board motions were needed to go in and out of Executive Sessions. Ms. Hennegan moved, seconded by Mr. Capouch, to go into Executive Session.

Martha Hennegan, Secretary
Bill Maier, Staff