

## **BFCA Board of Directors Special Meeting Minutes**

**2772 Red Maple Ridge**

**6:00 P.M. Wednesday, June 28, 2017**

### **Board Members - Cainnon Gregg, Fred Willes, Justin Green**

The meeting was called to order at 6:01 P.M. by Fred. Willes.

In attendance were Board Members F. Willes and Justin Green, Treasurer, Karen Willes, Association Members Kim Baxley, Karin Brewster, Sue Dinges, Frank Roycraft, and Keith Tucker.

### **Old Business**

The minutes of the June 1, 2017 Board meeting were approved with Gregg and Willes voting to approve, via email voting, on June 2, 2017. Green neither attended the meeting nor voted on the minutes.

### **New Business**

Approving a pond maintenance contract - A 12-month contract offer from Lake Doctors, LLC for pond maintenance at \$200/month was presented. The motion to approve the basic 12-month contract (pages 3, 4, and 5 below) @ \$200/month was approved 2-0 with F. Willes and Green voting yes. Additional services - carp, plants, aeration pump installation - are available at additional cost. The entire offer, except the photographs, is listed here.

June 14, 2017

Blainstone Forest Owners Association  
Tallahassee, FL

Thank you for the inquiry into services provided by The Lake Doctors Inc. The pond measured at 2 acres and has primary function as run off for the community, but also serves as a wildlife sanctuary for some resident ducks and geese. I would first like to say the pond is not in terrible shape. The natural surrounding environment and the obvious thought that has been taken to create a natural preserve type area are excellent. The shoreline of the pond have great beneficial plants such as the iris and native trees like cypress, red maple, and live oak. This vegetation helps filter run off to lower the nutrient impact on the pond. (FIGURES 1 AND 2).

Figure 1 LOWER LOBE SHORELINE VEGETATION

Figure 2 UPPER LOBE SHORELINE VEGETATION

The pond does have current infestations of filamentous algae and southern naiad covering about 25-33% of the total area. These can be

controlled with herbicide applications and nutrient control solutions to lessen future outbreaks. (FIGURES 3 AND 4)

Figure 3 LOWER LOBE FLAMENTOUS ALGAE AND NAIAD

Figure 4 UPPER LOBE FLAMENTOUS ALGAE AND NAIAD

The reason these weeds and algae are proliferating in the pond is nutrient bad may be high, and the water is so shallow it allows sunlight to penetrate to the bottom where the weeds begin. The management program set forth will utilize direct control measures on the weeds with EPA (environmental protection agency) registered aquatic herbicides, but also mix in nutrient control solutions that help lower the nutrient bad on the pond. The idea is to take away the "food" these weeds need to proliferate with the result being less frequent blooms. The nutrients can never be completely eliminated as there are always factors beyond our control, but good management practices have proven to sustain a more aesthetically pleasing pond for the community.

The use of triploid grass carp can be utilized to help control certain submersed weeds. These fish are strictly herbaceous and do not adversely affect the other species of fish. They are normally stocked in cooler months and require a permit from the Florida Wildlife Commission. I have included directions for that permit and recommend that you begin the process as it can take some time. There is no cost associated with the permit and I can help guide you through the process.

The last asset for any small, stagnant, shallow pond is aeration. The dissolved oxygen of a pond is the single most important parameter for the daily biological processes that go on in the pond. There is generally natural microscopic bacterium in ponds that break down organic sediment, control nutrients, and promote healthy fish but they are more active in high dissolved oxygen environments. The natural progression of these type ponds with no aeration is the loss of these natural processes as time causes the buildup of organic muck on the bottom, too much vegetation choking the water column, and a thermocline in the pond where you have warm high oxygen water on top and cool low oxygen water on the bottom. This thermocline can cause fish kills if a pond "turnover" happens which is the mixing of these layers too fast causing a drop in dissolved oxygen. The aeration system proposed is a surface type system that projects the water into the air. There are several options available to you, some have cost savings and others add cost so we may need to sit down and really go over all the options. I used single phase, 240v motors for this application because of the longer cable runs that would be needed. These units will provide the needed dissolved oxygen to promote the natural processes of the pond that help control muck buildup and nutrient bad, and break the thermocline.

Please do not hesitate to contact me with any questions. Thank you.

Sincerely,

Matthew T. Scott

Regional Manager

ATTACH PAYMENT HERE

03/2016 \_ THE LAKE DOCTORS, INC.

## Water Management Agreement

MTS

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between The Lake Doctors, Inc., a

Florida Corporation, hereinafter called "THE LAKE DOCTORS" and  
NAME \_\_\_\_\_

\_\_\_\_\_  
BILLING ADDRESS

\_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: \_\_\_\_\_

Hereinafter called "CUSTOMER" REQUESTED START DATE: \_\_\_\_\_

PURCHASE ORDER #: \_\_\_\_\_

The parties hereto agree to follow:

A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of

execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

One pond associated with Blainstone Forest, Tallahassee, FL

Includes a minimum of twelve (12) inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1. Underwater Floating Vegetation Control Program \$ 200.00 monthly

2. Shoreline Grass and Brush Control Program \$ INCLUDED

3. Free Callback Service \$ INCLUDED

4. Monthly Written Service Reports \$ INCLUDED

5. Use of pond dye (IF OWNERS DO NOT LIKE THE COLOR JUST LET

US KNOW AND WE WILL CEASE AND IT WILL FADE OUT)

\$ INCLUDED

Total of Services Accepted \$ 200.00 MONTHLY

\$200.00 of the above sum total shall be due and payable upon execution of this Agreement, the balance shall be payable in

advance in monthly installments of \$200.00, including any additional costs such as sales taxes, permitting fees, monitoring,

reporting, water testing and related costs mandated by any government or regulatory body related to service under this

Agreement.

C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.

D. THE LAKE DOCTORS agrees to commence treatment within thirty (30) business days, weather permitting, from the date of

receipt of this executed Agreement plus initial deposit and/or required government permits.

E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and

returned by CUSTOMER to THE LAKE DOCTORS on or before July 14, 2017.

F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby

acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be

considered valid.

THE LAKE DOCTORS, INC. CUSTOMER

Signed \_\_\_\_\_ Signed \_\_\_\_\_ Dated \_\_\_\_\_

MATTHEW T. SCOTT, REGIONAL MANAGER Name \_\_\_\_\_  
OFFICE/CUSTOMER  
03/2016 \_ THE LAKE DOCTORS, INC.

## TERMS AND CONDITIONS

1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.

a) Periodic treatments to maintain control of noxious submerged, floating and emergent aquatic vegetation and algae. CUSTOMER understands that some beneficial

vegetation may be required in a body of water to maintain a balanced aquatic ecological system.

b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen levels are high enough to allow safe treatment. Additional

routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.

c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE

LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation.

d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates

equal to or lower than maximum label recommendations.

e) Triploid grass carp stocking, if included, will be performed at stocking rates determined by the Florida Fish and Wildlife Conservation Commission guidelines.

f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require renegotiation or termination of this Agreement.

g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.

h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various

reasons, help to maintain ecological balance.

2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to

torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully

decompose. CUSTOMER is responsible for any desired physical cutting and removal.

3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial

aquatic vegetation). THE LAKE DOCTORS assume no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner.

Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract modification of this Agreement.

CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.

4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of

this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction.

THE LAKE

DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS

performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to

the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE

DOCTORS.

5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify

CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and

agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.

6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c)

Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided

upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any

additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.

7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots,

war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of

the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE

DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify

CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE

DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.

8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS

harmless for consequences of such service notwithstanding the sole negligence of THE LAKE DOCTORS.

9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.

10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.

11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless term is terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.

12) THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement.

13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.

14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.

15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.

16) Agreements that include debris removal shall consist of: Removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.

ATTACH PAYMENT HERE

03/2017 \_THE LAKE DOCTORS, INC.

## Sales Agreement

KASCO

### MTS

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between The Lake Doctors, Inc., a Florida

Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: \_\_\_\_\_

Hereinafter called "CUSTOMER" PURCHASE ORDER #: \_\_\_\_\_

The parties hereto agree to follow:

A. THE LAKE DOCTORS agrees to install or supply the following equipment in accordance with the terms and conditions of this Agreement in

the following locations(s): Blairstone Forest, Tallahassee, FL

Note: Installation will commence upon receipt of deposit.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified equipment:

1. Upper Lobe 3400HVFX200: includes 3/4hp, 240v, single phase power unit, float, intake screen, mooring ropes, control panel with timers GFI protected and UL listed, 200' submersible cable, AND 2 YEAR WARRANTY

\$ 2769.00

2. Lower Lobe 4400HVFX400: includes 1hp, 240v, single phase power unit, float, intake screen, mooring ropes, control panel with timers GFI protected and UL listed, 400' submersible cable, AND 2 YEAR WARRANTY

\$ 3564.00

3. Discount \$ -633.30

4. Assembly and Installation: includes positioning and anchoring units in pond, 6x6 post and mounting control panel to post, trenching to water's edge. And running submersible cable. A LICENSED ELECTRICIAN WILL NEED TO PROVIDE A 20 AMP 240V WHIP AT THE UPPER LOBE AND WILL NEED TO ERCT A POWER POLE WITH SERVICE AND PROVIDE A 20 AMP 240V WHIP AT THE LOWER LOBE.

\$ 2500.00

5. 6% sales tax \$ 491.98

6. Leon County surtax \$ 100.00

7. Freight \$ 330.00

TOTAL OF SERVICES ACCEPTED \$ 9121.68

A deposit of \$4560.84 shall be payable upon execution of this Agreement. The balance shall be payable upon installation, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement. THE

LAKE DOCTORS considers this sale as made in Florida and is not responsible for the payment of any out-of-state (non-Florida) taxes except as required by law.

C. THE LAKE DOCTORS agrees to sell only products with a demonstrated reliability and quality.

D. THE LAKE DOCTORS agrees to supply equipment within forty-five (45) business days, subject to availability, with receipt of this executed

Agreement and required advance deposit.

E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by

CUSTOMER to THE LAKE DOCTORS on or before July 14, 2017.

F. The terms and conditions form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar

with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC. CUSTOMER

Signed \_\_\_\_\_ Signed \_\_\_\_\_ Dated \_\_\_\_\_

Name/Title \_\_\_\_\_ Name \_\_\_\_\_

OFFICE/CUSTOMER

03/2017 \_THE LAKE DOCTORS, INC.

## TERMS AND CONDITIONS

1. Equipment sold by LAKE DOCTORS is warranted to be free from defects in materials and workmanship per warranty of the respective equipment manufacturers, but in no case less than one (1) year with the exception of electric lamp bulbs. KASCO aeration warranty is as

follows:

1 year: Teich-Air Linear Compressors, Robust-Air Bantam Diffused Aeration

2 year: xStream 2400, all other 2400's, 3400's, 4400's, LEDC11 light kits, LEDS19 light kits, RGB LED kits, Teich-Air Rocking Piston compressors

3 year: 2hp, 3hp, 5hp & 7hp units

5 year: Diffuser assembly, Base mount and post mount cabinets for Robust-Air Systems

10 year: SureSink weighted tubing for Robust-Air Systems

The liability is limited to the repair or replacement of such items deemed by MANUFACTURER to be defective and will not include items

damaged by misuse, vandalism, theft, acts of God or other causes. Unless equipment was installed by LAKE DOCTORS or

MANUFACTURER within Florida, it is understood that purchaser shall deliver such defective items to LAKE DOCTORS or MANUFACTURER

for repair and bear all shipping costs to and from site. Any repairs, alteration or modifications made by anyone other than an authorized

representative of LAKE DOCTORS or MANUFACTURER will void the warranty. Warranty work will not be performed or paid for by LAKE

DOCTORS or MANUFACTURER unless all past due balances are paid in full. No warranty is made or implied regarding the ability of the

equipment to control algae, prevent fish kills, control odors or other performance criteria not directly related to proper mechanical function of

the equipment.

2. Items not covered under our warranty will be treated and billed as regular service calls. Examples of non-warranty work include cleaning of light

lenses, unclogging of nozzles and filters, valve adjustments, resetting tripped breakers and other common maintenance items.

3. CUSTOMER shall be responsible for providing proper electrical power and performing electrical hookups. All electrical work shall meet all

applicable governmental requirements. Said power shall be supplied to a designated site agreed upon by LAKE DOCTORS and CUSTOMER

and generally within 25' or less of lake or pool edge. In all cases, power supplied should be in accordance with Article 680 and other appropriate

provisions of the National Electrical Code including the use of ground fault circuit interrupter-type breakers on each submersible equipment circuit

above 15 volts between conductors. It shall be CUSTOMER'S responsibility to ensure that proposed equipment to be supplied by LAKE

DOCTORS meets all other governmental standards, including but not limited to, local electrical codes, building codes, etc.

Additionally,

CUSTOMER shall be responsible for obtaining any necessary permits.

4. Due to possible electrical shock hazards resulting from improper functioning of defective equipment, LAKE DOCTORS strongly advises

CUSTOMER and other responsible parties to prohibit swimming and wading in pools or bodies of water in which electrical equipment has been

installed. Posted notice is advised.

5. LAKE DOCTORS does not assume any liability whatsoever for damages, losses or conditions arising from improper use or maintenance of equipment installed by LAKE DOCTORS or MANUFACTURER. Furthermore, LAKE DOCTORS and MANUFACTURER assume no liability whatsoever for damages, losses or conditions arising from equipment purchased from LAKE DOCTORS and in properly installed, used or maintained by CUSTOMER or others.

6. LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of LAKE DOCTORS. However, LAKE DOCTORS shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages.

7. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.

8. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.

9. This Agreement is not assignable by CUSTOMER except upon prior written consent by LAKE DOCTORS.

10. Termination of Agreement in writing by CUSTOMER after initiation of Agreement will be subject to a 20% restocking fee plus all shipping costs and subject to a charge equal to time and materials expended upon time of cancellation.

11. Quotations are made and orders accepted on a firm price basis provided customer authorizes shipment and delivery within a period of ninety (90) days after execution of Sales Agreement. Orders shipped after ninety (90) days are subject to prices in effect on date of shipment. All shipments F.O.B. shipping point.

12. Special or custom orders are not returnable for credit. A special or custom order is defined by LAKE DOCTORS as any order deviating from, or modified from, standard items, kits or systems. This shall include any component or system custom built to buyer's specifications.

13. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.

14. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances.

15. Should it become necessary for LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by LAKE DOCTORS resulting from such collection action.

16. Agreements that include debris removal shall consist of: casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

Approving reimbursement for the approved cutting of a swamp chestnut oak co-owned by the Association and a homeowner - It was moved and seconded to reimburse the homeowner \$312 for the Association part of the tree cut and dropped. The motion was approved 2-0 with F. Willes and Green voting yes. The check will be cut and delivered to the homeowner when the work is completed.

Discussing collection of money owed the Association - Should we ask our attorney to file paperwork for the garnishment of rent

until all past due assessments, service charges, interest, and legal fees are recovered or do nothing and wait for the lien to be enforced when the properties change hands? Doing this would collect about \$3,000. The motion to approve asking our attorney to proceed with the garnishment of rents was approved by a 2-0 vote, with F. Willes and Green voting yes.

Should we ask our attorney to pursue collecting past due assessments by filing suits against the homeowners who owe for past assessments? F. Willes and Green agreed to ask our attorney if it is worthwhile and if so, how much it would cost us.

Writing off a "bad debt" - Due to miscommunication between our then bookkeeper and then property manager, the total amount of assessment money owed was not addressed at the closing of a house on Brookside Blvd. We have three options. 1. We can do nothing and carry the debt and allow it to accrue interest. 2. Our attorney, Patrick Frank, wrote that the Board could force the current homeowner to pay the now approximately \$210. The money cannot be collected from the previous mortgage holder, the bookkeeper, the property manager, or the seller of the property. 3. We can write off the loss. As the current homeowner did nothing wrong, and did everything asked for the closing of the sale, it seems unfair to ask them to pay someone else's debt. The motion to write off this debt was approved 2-0, with F. Willes and Green voting for it.

Our website, [www.blairstoneforesthoa.com](http://www.blairstoneforesthoa.com), is up for renewal. It costs \$20/month if paid monthly or \$18/month if paid annually. We would have to spend \$1310 to rebuild our website on another platform and still would have a \$20/month charge for the server. It makes sense to keep doing what we are doing. Cainnon Gregg constructed our website on Squarespace at no charge to the Association. The motion to pay for one year of use of Squarespace was approved 2-0 with F. Willes and Green voting yes.

Karen Willes has provided information to update our website. Our website manager, Wil Martindale, has made updates to Links and Updates.

### **Concerns or Questions by Association Members**

Keith Tucker expressed concern about damage continuing to be done by beavers. He asked whether he or the Association would be responsible for a beaver damaged tree when it falls, across



the pathway and into the pond. It is likely an Association expense to keep the walkway clear.

Frank Roycraft asked if the geese are damaging the banks around the ponds. If they are, what might be done to discourage them? Green said we should pose that question to our new pond maintenance company.

The meeting was adjourned at 6:41 P.M. by a 2-0 vote with F. Willes and Green voting yes.

**The next scheduled meeting of the BFCA Board of Directors is at 6:00 P.M. on Thursday August 3, 2017 at the Hilaman Golf Course meeting room.**