

# Woodcreek Property Owners Association Board of Directors Meeting

December 18, 2013  
7:00PM  
WPOA Office  
15401 RR12, Suite 109

## AGENDA

**Call to Order**

**Pledge of Allegiance to the Flag**

**Announcements**

**General Public Comments** - *Please submit a speaker request form to the Secretary prior to Call of Order. Public Comment is limited to 3 minutes.*

### **ACTION ITEMS**

1. Discussion and possible action to approve October 16, 2013 minutes and November 13, 2013 – **MERIAN**
2. Discussion and possible action to approve Olson Electric bid in the amount of \$440.00 to rebuild electrical panel and reefered the underground circuits to Woodcree Drive @2325 entrance – **JONES**
3. Discussion and possible action to approve annual renewal of website services for 2014 with Macrogirl in the amount of \$650.00 – **JONES**
4. Discussion and possible action to approve annual renewal of Stratton Consulting Services for 2014 - **JONES**

### **COMMITTEE REPORTS**

Treasurer Report – **JONES**

Parks Committee Report – **CROOK**

Road Committee Report – **PURCELL**

ACC Committee Report – **DAVIS**

### **EXECUTIVE SESSION – Update of lawsuits**

*The Board may announce it will go into Executive Session, if necessary, to discuss matters of land acquisition, sale of land, litigation, personnel matters and consultation with Legal Counsel as specifically listed on this agenda.*

### **ADJOURNMENT**

# ITEM 1.

WOODCREEK PROPERTY OWNERS ASSOCIATION  
BOARD OF DIRECTORS MEETING  
MINUTES  
October 16, 2013

President Sumter called the meeting to order at 7pm. A quorum was determined to be present.

Directors present were; Liz Sumter, Merry Merian, Emory Jones, Charles Crook, Chris Scudder, Dottie Sweeton and Cullen Davis. Absent were; Sally Caldwell and Diane Purcell.

The Pledge of Allegiance to the Flag was recited.

There were no announcements.

#### Public Comments:

Tom Toporowski spoke about the Jacobs Well Community Garden road way. He stated that there are numerous pot holes and requested that the road committee repair the pot holes.

#### Action Items:

1. The September 12, 2013 minutes were discussed. Emory moved to approve the minutes. Cullen seconded. The motion passed unanimously.
2. The October election for WPOA Amended Bylaws was discussed. Charles Crook moved to take bylaws off the table until all lawsuits are settled. Dottie seconded. The motion failed. Cullen, Emory, Liz and Merry voted against. Charles, Chris and Dottie voted for. Dottie moved to have signed ballots not numbered and marked ballots in the election for directors. Also voting to be continued until the January meets as described in current bylaws. Charles seconded. The motion failed. Charles, Chris and Dottie voted for. Liz, Merry, Emory and Cullen voted against. Liz moved to approve the bylaws, set the election date for October and approve election expenditures. Emory seconded. Motion Passed. Liz, Emory, Cullen and Merry voted for. Chris, Dottie and Charles voted against.
3. Discussion was held to approve expenditure of \$400.00 for gravel for Morrow Park. Charles moved to approve. Emory seconded. Motion passed unanimously
4. Discussion was held to approve \$300.00 rental of a chipper to chip pile at end of Crazy Cross on November 16 & 17. Charles moved to approve. Emory seconded. Motion passed unanimously.

5. Discussion was held to move November board meeting from the 20<sup>th</sup> to the 13<sup>th</sup>. Merry moved to change meeting dates. Liz seconded. Motion Passed unanimously.
6. Discussion was held on provision of voter lists to Charles Crook and any other board member that request it within 24 hours. The procedure for requesting information from an HOA as covered in the property code was discussed. There was no action taken.
7. Discussion was held on the possibility of hiring a third party to conduct all elections brought by the board. Chris Scudder offered to pay costs for outside conduction of elections. Charles moved that Chris find a third party to conduct upcoming election for directors. Dottie seconded. Motion passed unanimously.

The meeting was suspended at 8:22pm . The board went into executive session to discuss purchase of real estate. The board came out of executive session at 8:30pm. There was no action taken in executive session.

#### Committee Reports:

Treasurer/Internal Audit Committee report: Treasurer report was presented (see attached). Internal Audit committee will meet the first week in November.

Parks Committee: no report.

Road Committee: no report.

ACC: Cullen 4 new home permits granted since August. There were several deed restriction violations reported.

Subcontractor RFP Committee: No report at this time. A general form for all subcontracting use will be submitted to legal for review.

Nominations: Liz reported that the committee had their first meeting. A notice for nominations has been put out.

There being no further discussion the meeting was adjourned at 9pm.

Respectfully submitted Merry Merian, secretary.

An audio copy of the entire meeting is available at the WPOA offices during regular business hours.

WOODCREEK PROPERTY OWNERS ASSOCIATION  
BOARD OF DIRECTORS MEETING  
NOVEMBER 13, 2013  
MINUTES

Secretary Merry Merian called the meeting to order at 7pm. A quorum was determined to be present.

The Pledge of Allegiance to the Flag was recited.

Members present were: Merry Merian, Emory Jones, Cullen Davis, Chris Scudder, Charles Crook, Diane Purcell, and Dottie Sweeton. Members absent were: Liz Sumter and Sally Caldwell.

General Public Comments:

Richard Sullivan spoke against the bylaws election.  
Charles Crook spoke in agreement with Mr. Sullivan.

Action Items:

1. Discussion was held on approval of the October 16, 2013 minutes. Approval of the minutes was held until the December BOD meeting.
2. Discussion of the WPOA role in preventing floods was presented by Charles Crook. Charles will look into whom to refer property owners to for flood prevention advice.
3. Sandy Stratton and Emory Jones presented the 2012 990 form. Sandy explained the process in order to file the 990.
4. Diane Purcell presented the nominating committee selections for 2014 director positions and handed out candidates bio's. The committee nominated Victoria Poe, Terry Everett and Judy Fountain.

COMMITTEE REPORTS:

Treasure Report/Internal Audit Committee Report: The treasured report was presented by Emory Jones. See attached report.

Parks Committee Report: Terry Everett presented the park report. Chip stack shredding will be postponed until a later date due to the recent wet weather. The yard of the month program will continue. Pea gravel has been placed in the playground at Morrow Park and new signage is planned for the park.

Road Committee Report: Diane Purcell reported that a list of roads damaged by the flood has been compiled by Ray Garrison. The latest estimate on turnover of all suggested roads to the county is 5 years.

ACC Report: Cullen Davis reported that building in Woodcreek and Eagle Rock is picking up. Two house plans were submitted in the past month. Also he reported that the chickens are now gone.

There being no further business the meeting was adjourned at 7:46pm.

Respectfully submitted Merry Merian, secretary

**ITEM 2.**[Print](#) | [Close Window](#)

**Subject:** Electrical at Woodcreek Dr  
**From:** Ernest Olson <ernest12358@yahoo.com>  
**Date:** Mon, Dec 09, 2013 12:44 pm  
**To:** "BW@Billandwanda59.com" <BW@Billandwanda59.com>

Hi Bill,

The cost to re-build the electrical panel and re-feed the underground circuits is \$440. PEC fixture is still at the top of the pole. PEC maintains that light fixture on a flat monthly fee. contact them is=f you have a problem with that fixture. Excluded in this bid price is repairing any electrical wiring not visible above ground at the pole. Any damage underground or on the island is not included in this scope of work but we will be happy to test the system upon completion. Please contact me if you have any questions or wish to schedule. Thank you for the opportunity to be of service...Ernest

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### ITEM 3.



512-217-6938 • angel@macrogirl.com • www.Macrogirl.com • PO Box 882 • Wimberley, TX 78676

#### WEB DESIGN CONTRACT Angel Laughlin (dba macrogirl)

**Term:** From January 1, 2014 to December 31, 2014

**Contact Name:** Janelle Delaney, Woodcreek POA Office Manager

**Phone:** (512) 847-9889

**Mailing address:** PO Box 1026  
Wimberley, TX 78676

**E-mail address:** woodcreekpoa@gmail.com

**Web address:** woodcreekpoa.org

**My domain name is registered with:** Network Solutions

**Username:** On file      **Password:** On File

These are the terms of our agreement:

1. Authorization. The above-named client is engaging Angel Laughlin (dba macrogirl), P.O. Box, 882, Wimberley, Texas 78676, as an independent contractor for the specific project of developing and/or improving a World Wide Website to be installed on macrogirl's hosting service computer. The client hereby authorizes Angel Laughlin (dba macrogirl) to access an existing domain registration account (if any) and re-point the domain to macrogirl's server. If client does not own a domain, Angel Laughlin (dba macrogirl) will research the availability of names suggested by the client, obtain the domain in the owner's behalf and make herself the technical contact. Domain name will be owned by the client.
2. Website layout and design will be mutually created using elements owned by client (if any), including logo, photos, and text. All materials intended for the website will be delivered to Angel Laughlin (dba macrogirl) via email or on CD-ROM. Printed photos that must be scanned and returned by US mail will incur an additional charge. Client warrants they have the right to use these materials on their website.

Text must be delivered in a form that can be cut and pasted; i.e., in the body of an email or as an attachment in Word, WordPerfect, or .pdf. If text is in a form that must be re-typed, there will be an additional charge. Materials can be copied from an existing website, although macrogirl

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does not guarantee the quality of another person's graphics. The client is responsible for verifying the correct information has been posted on their website by checking text, links, PDF documents and all content on the site after updates are published.

3. The design process entails a certain amount of consultation by phone and email. Email is preferred. In-person consultation may incur an additional charge.
4. Hosting on macrogirl server includes POP3 mailboxes, webmail, and/or forwarding addresses. Macrogirl's server offers cutting edge spam filters, gray list screening and other technologies for dealing with unwanted mail, but macrogirl will not be responsible for settings on your computer, lost mail, spam, or any other aspect of this service.
5. Macrogirl's server also offers extensive web statistics about your site visitors for your private viewing. You may access this information through macrogirl's site control panel using a user name and password supplied to you. For security's sake, always return to the control panel and log out.
6. Macrogirl will include appropriate meta-tags and register your new site with Yahoo! and Google's free "suggest a site" service, but macrogirl does not guarantee web traffic.
7. After publishing, macrogirl will maintain your website for a period of one (1) year at no additional cost. This includes five (5) updates per month, the addition of new photos or other graphics, and adding new pages, but it does not include substantially re-designing pages, or changing the organization of the site. Design changes will be charged at the rate of \$25/hour.
8. Fine print: Angel Laughlin (dba macrogirl) does not warrant that the functions contained in these web pages or the Internet web site will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will Angel Laughlin (dba macrogirl) be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Angel Laughlin (dba macrogirl) has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
9. Copyrights and Trademarks. The client represents to Angel Laughlin (dba macrogirl) and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Angel Laughlin (dba macrogirl) for inclusion in web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and



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defend Angel Laughlin (dba macrogirl) from any claim or suit arising from the use of such elements furnished by the client.

10. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Angel Laughlin (dba macrogirl) from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.
11. Copyright to Web pages. Copyright to the finished assembled work of web pages produced by Angel Laughlin (dba macrogirl) is owned by Angel Laughlin (dba macrogirl). Upon final payment of this contract, the client is assigned permanent and perpetual rights to use as a website the design, graphics, and text contained in the finished assembled website, whether hosted on the server space operated by Angel Laughlin (dba macrogirl), or her subsidiaries or successors in interest, or any other server of client's choice, without limitation. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners, provided, however, that to the extent that Angel Laughlin (dba macrogirl), or her subsidiaries or successors in interest assert any interest therein, whether now or in the future, client's rights therein as set forth in the next preceding sentence are and shall not, to the extent that the same are integral or necessary to the full enjoyment of rights therein granted, be in any manner terminated, diminished, limited or curtailed.
12. Angel Laughlin (dba macrogirl) retains the right to display graphics and other Web design elements as examples of her work portfolio and offered on the "design" page of www.macrogirl.com. Client agrees that Angel Laughlin (dba macrogirl) may put a byline and hyperlink on the bottom pages of their website establishing authorship credit and copyright notice.

For the duration of this contract, it is agreed that Angel Laughlin (dba macrogirl) is free to render professional services to any person or organization that directly or indirectly competes with the website owner, unless a specific non-compete clause is agreed to in advance.

13. Payment of fees. Payment must be made promptly. Delinquent bills will be assessed a \$30 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 10% penalty will be added for each month of delinquency. Angel Laughlin (dba macrogirl) reserves the right to remove web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by Angel Laughlin (dba macrogirl). Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Hays County, Texas, and any dispute will be litigated or arbitrated in Hays County, Texas.

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14. Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between Angel Laughlin (dba macrogirl) and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order. All quoted prices specified in this contract will be honored for two (2) months. Continued services after that time will require a new agreement.
15. Age. Client certifies that he or she is at least 18 years of age.
16. The total amount of this contract is \$650.00 for 12 months service, beginning January 1, 2013. Service includes maintenance for one year and hosting on macrogirl server for one year. This amount does not include domain name renewal. There is no state sales tax for your non-profit organization.
17. Term. This agreement shall be renewable at the end of the current term for a successive one year term at the same price unless either party gives written notice of its intention not to renew 60 days before expiration of the current term.
18. Entire Understanding. This contract constitutes the sole agreement between Angel Laughlin (dba macrogirl) and the Client regarding its Web Design Service. It becomes effective only when signed by both parties. This agreement shall be governed and construed in accordance with the laws of the State of Texas.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the client (authorized signature):

\_\_\_\_\_ Date \_\_\_\_\_

On behalf of Macrogirl (authorized signature):

\_\_\_\_\_ Date \_\_\_\_\_

## ITEM 4.



December 13, 2013

Janelle Delaney  
Woodcreek Property Owners' Association of Hays County, Inc.  
P. O. Box 1026  
Wimberley, TX 78676

Dear Janelle:

I appreciate the opportunity of providing QuickBooks® training and accounting maintenance/review services to Woodcreek Property Owners' Association of Hays County, Inc. "WPOA". To ensure a complete understanding between us, this letter will describe the scope and limitations of the services I will provide for you.

### What We'll Do

On a monthly basis, the following activities will be provided:

Review/address and train QuickBooks® related issues as needed. Including but not limited to adding or deleting employees, adjusting payroll rates for an employee, adding or deleting accounts, adjusting payroll rates from agencies.

"WPOA" bank accounts with the statements issued from the corresponding bank to data entered into QuickBooks® file by "WPOA".

Review and confirm the deposits on the bank statements with monthly reports generated from Access where all transactions are recorded in member accounts.

Prepare journal entries to record the current P.O.M. Fees Receivable (Accounts Receivable) and Allowance Uncollectibles as shown on the monthly report generated from Access where all transactions are recorded in member accounts.

Prepare journal entries to record land acquisitions and dispositions as shown on documents provided by the "WPOA".

Prepare payroll checks for employees for the next month to be printed on a weekly basis.

Prepare monthly payroll tax deposit and send via QuickBooks®.

On a quarterly basis, the following activities will be provided:

Prepare 941 Quarterly Tax Return. (federal payroll tax return)

Prepare Texas Workforce Commission Quarterly Tax Return (state unemployment tax return) and tax liability check.

STRATTON CONSULTING

On an annual basis, the following activities will be provided:

Prepare 940 Quarterly Tax Return (federal unemployment tax return) and tax liability payment sent via QuickBooks®.

Prepare employee W-2's, W-3 transmittal. And file via QuickBooks®.

Prepare vendor 1099's.

### **What We Won't Do**

We will make no attempt to adjust the records to reflect Generally Accepted Accounting Principles nor to reflect proper tax record keeping. We will make no audit or other verification of the data you submit. We may provide reports that contain portions of financial information; these reports are for internal management use only. We will not provide any financial statements and will not perform any compilation, review or audit of any of the financial information. We do not at any time provide legal services of any type. We have not been requested to discover errors, misrepresentations, fraud, illegal acts, or theft. Therefore, have not included any procedures designed or intended to discover such acts, and you agree we have no responsibility to do so.

### **What We Need from You**

To perform our services, we will need to obtain information on a timely and periodic basis from your company. These items include access to retrieve a backup of the QuickBooks® file, bank statements, Access reports where all customer account information is maintained, federal tax ID number, payroll information, employee data, unemployment account information, and any other information that we may require to complete the work of this engagement. These items and any other items that we obtain from you will be based on information provided by you and will be used without any further verification or investigation on our part.

### **When We'll Do It**

This engagement will begin on **January 01, 2014** and will continue on an as needed basis or until either party terminates the agreement. This engagement is made on a time-and-materials, best-efforts basis.

### **Hardware and Software Warranties**

During the course of the engagement, we may recommend a purchase and installation of computer or technological hardware, software, communications, or services by your company. Warranties, to the extent they exist, are provided only by the manufacturer/vendor of those computer products.

### Services Outside the Scope of this Letter

You may request that we perform additional services at a future date not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services will necessitate that we issue a separate engagement letter to reflect the obligations of both parties.

### Fees

Our fee for these services will be at \$60.00 per hour, plus any out-of-pocket expenses. Invoices will be rendered monthly and are payable on presentation.

### Approvals

We are pleased to have you as a client. Please date and sign a copy of this letter and return it to us to acknowledge your agreement with the terms of this engagement.

Sincerely yours,



Sandy Stratton, CB  
Stratton Consulting

QuickBooks® Advanced Certified ProAdvisor  
Registered Tax Return Preparer

Acknowledged:

\_\_\_\_\_  
"WPOA" Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date