

01/19/2021 – Board Meeting Minutes 6pm ET / 5pm CT

In attendance;

Jim Lease – Existing On-shore Member

Randy Plew – Re-elected On-shore Member

Gerry Powell – Re-elected Off-shore Member

Joe Watkins – Newly elected Off-shore Member

We received email from Tom Earhart tending his resignation affect at the end of the February 9<sup>th</sup> Board Meeting.

We each spoke about what Tom has done for the Board and his efforts to support our goals and the cost to EFAC for this work.

It was agreed by all that any new Board member would take time to become totally ready to address all issues due to the complexity of the Court related documents & judgements since inception of the EFAC committee.

We are not sure what happened from Tom's original email in late December 2020 indicating he was willing and would like to continue serving.

We all agreed that it would be in our best interests at this time to see if he would reconsider for the immediate future until a replacement could be found.

Randy made a motion to have Jim (Board President) contact Tom immediately to review his resignation and approach him about options. Gerry 2<sup>nd</sup> the motion – All agreed.

Randy mentioned he might have someone to nominate if Tom will not stay. Joe indicated he was just reading the minutes for the time frame when Tom was hired and a retired Conservation Officer by the name of Sullivan was also considered along with Tom. We will try to determine if Ofc Sullivan is still in the area and/or would be interested.

Jim sent the following from his conversation with Tom on 01/20/2021:

I talked with Tom Earhart this afternoon and he is firm in his commitment to resign. But he will attend our February 9th meeting as a final curtain call before heading to Arizona for the winter.

He had no suggestions for a successor and urged us to continue to look.

Let's welcome Tom back at our February meeting and I will send an agenda prior to the 9th if you have any topics to add.

The Board will start our search for a new 5<sup>th</sup> member immediately.

Criteria set by the Court – The initial agreed criteria for the 5<sup>th</sup> Director were:

- Not a resident of Lake Webster or North Webster
- Residence not on a lake
- Knowledge of DNR regulations
- Individual having no direct relationship with any Director

Pier fees for 2020 were \$60.00 with a fine of \$20 per month if not paid on time.

Initial proposal for fees for 2021 by the On-shore were \$30.00.

Off-shore proposal was to maintain fees at \$60.00.

After reviewing financial statements from Randy for the 2019 and 2020 year, it was determined that our cost of operation will be reduced in 2021. Costs associated with Blue River Digital will be for maintenance and hosting our website. No additional mapping costs for 2021 will reduce costs by \$2675.00. Cost of Board lawyer fees were reduced along with 5<sup>th</sup> Board member cost in 2020 over expenditures in 2109, further curtailing our outlay of funds.

After further discussions a fee of \$50.00 was proposed, if bill is paid and post marked with a March 2021 date. A fine of \$20.00 per month for late payment will be imposed.

Payments post marked with April 2021 dates will be \$70.00.

Payments post marked with May 2021 dates will be \$90.00

Payments post marked for each month after May should add an additional \$20.00 for each month.

A vote was taken for the above fees,

Lease – yes

Plew – yes

Watkins – no

Powell - yes

The liability insurance issue has been reviewed and discussed with the Boards Insurance company in regard to this issue. Homeowners insurance and the liability clause will not cover easement areas along the lake or fire lanes.

The following note will be included with the invoice statements for 2021.

Paragraph 2.03 (H) of the Articles of Incorporation states the following:

To require proof of adequate liability insurance, from each Off-shore owner seeking a pier, in the amount determined as reasonable, in the sole discretion of the Corporation.

EFAC, for 2021 year - Except in the case of gross negligence or intentional conduct of the landowner, you, your family, invited guests, and/or assigns shall utilize your liability insurance for any injury, loss or damage occurring on the easement and/or on your pier assignment. Your payment herein shall constitute your acceptance to be bound by these terms.

Meeting adjourned at 5:48pm on January 19<sup>th</sup> 2021

G. Powell – Secretary