



Windermere Oaks Water Supply Corporation

424 Coventry Rd
Spicewood, Texas 78669

2019 - 2020 Board of Directors:
Joe Gimenez, President
Bill Earnest, Vice President
Mike Nelson, Secretary/Treasurer
Dorothy Taylor, Director

Windermere Oaks Water Supply Corporation (WOWSC) meeting held: Saturday, October 26, 2019 at the Spicewood Community Center, 7901 County Road 404, Spicewood Tx, 78669

2019 - 2020 Board Members Present: Bill Earnest, Joe Gimenez, Mike Nelson, Dorothy Taylor

Minutes

The meeting was called to order at 9:00AM by Joe Gimenez. A quorum was established with four Board Members present.

1. **REPLACEMENT OF BOARD VACANCY** – Article 8, Section 9 of the WOWSC Bylaws states that “Any vacancy occurring in the board of directors may be filled by affirmative vote of the remaining directors, though less than a quorum of the board. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.” Following the resignation of board member David Bertino, the board shall consider and act upon filling that vacancy.
 1. **Member Comment**
 1. **Josie Fuller:**
 1. Provided notice and ballot to hold meeting Nov 16th for removal of Joe Gimenez
 2. Send out as an agenda item to members replacement of Board Member
 2. **Danny Flunker:** Transparency of process is important
 3. **Patti Flunker:**
 1. Transparency of process is important.
 2. Proposed members submit Board Member application.
 4. **Mikki Bertino:** Ask the person at last election who had the next highest number of votes if they still want to serve as they had expressed interest to serve
 2. Board has not received from members any interest in filling the Board vacancy for the remainder of the term (next four months).
 3. Motion made and carried by all to table item until next meeting
2. **ADOPTION OF ELECTION PROCEDURES FOR THE ANNUAL MEMBERS MEETING** – Board will consider possible action needed to begin adoption of election procedures for 2020 annual meeting, including but not limited to assigning specific board seats as “Place 1, Place 2, Place 3,” etc., consistent with the WOWSC Bylaws.
 1. Our WOWSC Credentials Committee emailed to Board members on October 20th the ballot form, director application forms, the annual meeting packet, the meeting notice and other related forms and notices for the annual meeting.
 2. Board will need to recommend a person to fill the role of Independent Election Auditor by Dec 18th for approval by Dec 23rd.
 3. **Member Comment**
 1. **Bruce Sorgen:** Election procedure is a sham.
 2. **Danny Flunker:**
 1. Why is election procedure changing?
 2. When Member Comments occur is inconsistent meeting to meeting.
 3. **Patti Flunker:**
 1. Remember the Board is working to be consistent our Bylaws.

2. From her TRWA work experience, believes the spirit of a Board having places 1, 2, 3, 4, 5, etc. is for representation of large varied member groups in larger Water Supply Corporations. Understands Board places are in our Bylaws. Not certain if places are needed for WOWSC.
 4. Beth Burdett:
 1. Why can't our Board answer all questions at Open Meetings?
 1. Jose de la Fuente: That would be acting outside of Opens Meeting Act guidelines and rules. Board can only answer fact based questions.
 5. Marshall Meece: Are elections procedures with places 1, 2, 3, etc. a change?
 1. Jose de la Fuente: They are not a change from WOWSC Bylaws. But is a change from previous election year way of working.
 6. Dick Dial: Did Jose de la Fuente represent both sides of the street?
 7. Mikki Bertino: What is being changed?
 1. Jose de la Fuente:
 1. Holding member comments before deliberation is to comply with Open Meeting Act
 2. Assign Board seats as place 1, 2, 3, 4, 5 as outlined in our WOWSC Bylaws
 8. Josie Fuller:
 1. Vacancy on Board was not clear.
 2. Bylaws says Board selects replacement Member.
 9. Barry Stein: Thanked the Board for their time and effort
 10. Brad Davis: Why are we having problems if everything is so wonderful?
4. Motion made and carried by all to approve the Credential Committee's recommendations for the director ballot form, director application forms, the annual meeting packet, annual meetings notice, election procedures and any other related forms for the annual meeting.
 5. Next step is to send out Board applications to members
 6. Previous WOWSC Board election practices did not always follow our WOWSC Bylaws. Present Board has been working to follow our WOWSC Bylaws.
 7. Motion made and carried by all to add Place numbers to Board Member seats as outlined below to comply with current Bylaws:
 1. Place 1: Joe Gimenez with term ending at election 2021
 2. Place 2: Bill Earnest with term ending at election 2021
 3. Place 3: Mike Nelson with term ending at election 2021
 4. Place 4: Director Vacancy with term ending at election 2020
 5. Place 5: Dorothy Taylor with term ending at election 2020

3. ANNOUNCEMENT OF AMENDED AND SUPERSEDING AGREEMENT REGARDING SALE OF PIPER LANE PROPERTY FOR BOARD CONSIDERATION (proposed terms and other considerations summarized on page 3 of this agenda).

SUMMARY OF TERMS OF A PROPOSED AMENDED AND SUPERSEDING AGREEMENT BETWEEN WOWSC AND FRIENDSHIP HOMES AND HANGARS, LLC TO BE SUBJECT TO PUBLIC COMMENT, BOARD DELIBERATION AND POSSIBLE BOARD ACTION

- Friendship will surrender and terminate its existing "right of first refusal" as to the remaining 7.01 acres +/- tract;
- Stewart Title Guaranty Company shall pay WOWSC the sum of \$20,000, \$2,500 of which shall be payable upon closing of the real property transactions above, and \$17,500 of which is to be held in trust until the dismissal with prejudice or a final judgment in Friendship's favor of all claims against it and Dana Martin in the currently pending "Ffrench et al v. Friendship Homes and Hangars LLC et al" lawsuit (with the first \$2,500 being subject to refund if the litigation is not dismissed as described above within one year); the payment of such sum is additional purchase money for Friendship's acquisition of the 3.86 acre +/- Piper Lane tract;
- In place of the current easement, a formally recorded 50-foot non-exclusive access easement in favor of WOWSC, providing WOWSC standard easement rights, including the right to maintain, repair, and improve the easement, and the right to enforce against encroachments, in common with

Friendship Homes and Hangars, with Friendship Homes to obtain similar easement grant from Hans and Johannes Mair;

- Friendship will impose and record 25 foot setback on the northern boundary of the easement to the extent allowed LCRA and/or the county;
- WOWSC will execute a deeded conveyance to Friendship of a certain .5151 acre +/- portion/tract that was included in the sales contract but not deeded;
- WOWSC will record a restrictive covenant covering the remaining 7.01 acres +/- tract providing that if any or all of the property is sold as airport lots, the owners must become Class A members of the Spicewood Airport Pilots Association;
- Upon dismissal or final judgment as described above, WOWSC, Friendship, and Dana Martin shall be responsible for their own court costs and attorney's fees;
- WOWSC on one hand and Friendship and Dana Martin on the other shall sign a broad mutual release of the other, conditioned upon dismissal or final judgment as described above in favor of WOWSC, its former directors, Friendship, and Dana Martin as to all claims in the lawsuit; and
- Authorizing two members of the Board to coordinate with legal counsel to finalize and then execute on WOWSC's behalf the Amended and Superseding Agreement between WOWSC and Friendship Homes and Hangars, LLC, as well as any and all other agreements, contracts, and closing documents necessary to effectuate the terms and transactions described above.

4. Comments from citizens and members who have signed sign-up sheet to speak (5-minute limit per person)

1. Joe Gimenez:

1. 2016 WOWSC and Friendship Home property sale has been under litigation
2. Motion is to amend and supersede the 2015-2016 contract
3. Sale was made to pay down WOWSC debt on new WWTP
4. Elements like right of first refusal to be amended
 1. Removes right of first refusal
 2. Strengthens easement
5. Revaluation of property includes \$20,000 additional to be paid to WOWSC
6. Ongoing litigation costs WOWSC dollars and makes it difficult to find members who want to serve on the Board

2. Sandy Neilson: Submitted the following statement prior to meeting that was read to meeting attendees.

1. Dear WOWSC Board Members —
2. I want to thank the WOWSC board for your concerted efforts to keep our Water Company moving forward. I know it has been a challenge, but I believe you are on the right path. Since I cannot attend today's meeting to personally support the board's decisions moving forward, I ask that my note be admitted in the record of minutes.
3. It would be my hope that new residents of our community will take the time to research and understand that there has been sufficient documentation as well as commentary by the previous Board Members (and those previous to them) in open WOWSC meetings, as well as court proceedings to attest to the fact that a prior WOWSC Board performed their due diligence re: appraisal of land in question and the subsequent sale. It has also been made evident that parties fighting the WOWSC had full knowledge of the transaction and involvement, or the ability to be involved, at that time.
4. It's a shame that a small group of people are costing us all by continuing their lawsuit against the WOWSC.
5. Please let it be known for the record, that some of these same individuals instigated the 2017 lawsuit with the marinas. As POA Board Members, some of these same people approved over \$25,000 of the community budget to fight what appeared to be a personal vendetta of the POA President. This lawsuit additionally cost a couple dozen property owners (who were also marina members) thousands of dollars each each out of their own pockets (totalling over \$175,000 total) to fight bogus claims.
6. It's appalling and shameful that these dissenters would accuse honest boards (both WOPOA & WOWSC) of impropriety when, in fact, one of the very people they support, Danny Flunker, acted as President of the WOPOA in 2016, 2017 and did so with blatant disregard to the POA bylaws in

his many many actions. His occupancy of a seat on the board itself, much less as president, was in direct contravention to the WOPOA bylaws, since he was not a property owner at the time.

7. Thank you for your perseverance in these matters.
 8. Sincerely
 9. Sandy Neilson
 10. WOPOA Owner / WOWSC member
3. Bob Mebane: Submitted the following statement prior to meeting that was read to meeting attendees.
 1. I'd like to give a brief history re: the Property within the Airport that was sold to Friendship homes and Hangars in March of 2016.
 2. During a WOWSC Open Board meeting on August 24, 2013 the WOWSC Board discussed the proposal to build a new Waste Water Treatment Plant and in that meeting also stated that the Board would be selling property in the airport that was owned by WOWSC to pay down the debt that would be incurred for the Plant construction.
 3. There was 11 acres identified within the airport as land not required for present or future use by WOWSC, so it was known by people in the airport and the neighborhood that this property was to be sold.
 4. Before I joined the Board the prior Board had consulted with a real estate agent re: the Value of the Property.
 5. There was a contract received for a lot within the WOWSC airport property that was accepted and the sale was completed.
 6. In 2015 when I became a member of the WOWSC board, I began investigating the value of the remaining WOWSC airport property. I discussed with several people: a small airport developer, a member with the State of Texas Aviation agency, a real estate agent familiar with small airports in the area and also the agent that was previously contacted in 2013 by another WOWSC Board member
 7. I also contacted people in the neighborhood for their input. Primarily I heard from neighbors to not allow helicopters.
 4. Nancy Lerner: Submitted the following statement prior to meeting that was read to meeting attendees.
 1. We support these changes.
 2. Nancy & Steve Lerner
 5. Dick Dial:
 1. Question for attorney: Do you work for both sides of the street?
 2. Bob Mebane worked long on this.
 6. Josie Fuller
 1. How does this work?
 2. Does the Board decide?
 7. Pattie Flunker
 1. The center of ongoing litigation in Windermere Oaks is Dana Martin
 2. Patti has pointed out over the years inconsistent Board practices with regards to our WOWSC Bylaws.
 3. Previously two current Board Members discussed ongoing Board actions and practices with Patti
 4. Dorothy Taylor said Dana Martin acquired property and that WOWSC needs to do something about it
 5. Bill Earnest said books were out of order when member of the previous board
 6. WOWSC had a balloon payment and needed the cash to pay down the note
 7. WOWSC received a 2006 appraisal with value of \$375K for the 11 acres at the airport
 8. POA submitted offer for small portion of land which was turned down as the Board decided to sell the entire 11 acres as a whole and to not portion it out.
 9. Get the facts out
 10. Do members have the right to request agenda items?
 1. Jose de la Fuente: Yes. But it is the Board's decision to make agenda topics, Board's discretion.
 11. Patti quoted from letter she received from her boss that Joe considered quitting from our WOWSC Board due to harassment and threatening letters from her.
 8. Bruce Sorgen

1. Has better things to do with his time than attend WOWSC Board meetings
 2. Bob Mebane was to work with Doris Vantrease (a realtor) to get help marketing the property but it was sold prior to getting her involved
 3. Restriction on 7 acres benefits Dana and does not benefit WOWSC
 4. Sell WOWSC airport property at highest possible price
9. Mikki Bertino
1. Amended contract puts a class A membership restriction on the remaining 7 acres
 2. Her understanding is the remaining 7 acres presently have no restrictions
 3. What does WOWSC gain from adding the class A membership?
 4. What did WOWSC gain by the easements?
 5. How can Mikki learn if WOWSC bought easements?
 1. Jose de la Fuente:
 1. Board deliberations can include discussion of items raised during member comments.
 2. Board cannot take action on items not on the meeting agenda
 3. WOWSC is a non-profit corporation that needs to behave as a public entity
 4. Not all public entity laws apply to non-profit corporations
 5. Discussions are part of deliberations
 6. Open meetings act allows discussion without taking action
 7. New topics to be raised for consideration at next meeting(s)
10. John Nigh:
1. Is WOWSC a governmental authority?
 1. Jose de la Fuente: No, WOWSC is a non profit corporation
11. Anita Dismuke:
1. Does WOWSC have anything to do with airport restrictions?
 1. Jose de la Fuente: Only property owned by WOWSC can be restricted by WOWSC.
 2. Why do remaining 7 acres have restrictions?
 3. Am for getting out of debt and would like to sell the airport property
12. Beth Burdette:
1. Do we know which realtors were used by the previous board?
 2. How do we get answers to questions?
 3. Why do the 7 acres have restrictions?
 1. Joe Gimenez: Will discuss after the Executive session
 4. How do we get an agenda item on Board Meetings?
 1. Jose de la Fuente: Members can request items to be placed on future agendas.
 5. Wants to move on from lawsuit
 6. Wants Board to listen to members
 7. Does not want to place restriction on the remaining 7 acres
 8. Land is sold
 9. There is a rebellion in Windermere Oaks. Board needs to do the right thing.
13. Marsha Westerman:
1. What does Broad Mutual Release of each other in Motion mean?
 1. Jose de la Fuente: Broad mutual release in general terms is a release of claims on each other. No future litigation on the agreed upon item.
 2. Dana was Marsha's realtor
 3. Why hasn't Dana spoken today?
14. Dick Dial
1. Why didn't the Board spend our money trying to get the land back instead of trying to keep us from getting the land back for ourselves?
 2. Why do you say the first lawsuit was decided in favor of the WSC when it found the Board violated the law and we didn't get the property back? That sound like the worst of both worlds.
 3. Why do you claim the court "confirmed the transaction was valid"?
 4. What business did the Board have opposing the request to get our property back?
 5. What is your basis for saying that the "paths" proposed in the lawsuits to get the property back were not "legally viable or beneficial to the corporation"?

15. Mark A. McDonald
 1. Joe said benefit was to mitigate legal fees moving forward
 2. WOWSC only gets \$20,000 if Dana wins
 3. No business placing airport restrictions on 7 acres
16. Carol Foy
 1. Can appreciate the Board working to pay down debt
 2. Believes dirty business was done as purchaser was a Board member and the appraisal did not mention best use as airport property
 3. Sees the amendment as resolving litigation, but not addressing
 4. Requests to see details of the easements
 5. Where are the easements?
 6. Airport fees are paid by airport members
 7. Highest and best use should have been airport property
 8. Right of first refusal should not have been in the property sale
 9. Why is Stewart Title involved and why are they offering \$20,000?
 10. Will the third party agree to the easements?
 11. Where is the 25' set back in the easements?
 12. Questioning benefit to WOWSC of selling Piper lane access
 13. There are other ways that Water Supply Corporations can be run.
 14. It's in our own personal interest to run our own WSC
 15. Wants our WOWSC Board to be more transparent
 16. Does not want WSC to be owned by someone else.
 17. Wants restriction on 7 acres removed
 18. Doesn't know if a Broad Release is wise for future transactions / actions.
 1. Jose de la Fuente: Releases are only backward looking and do not apply to future transactions / actions.
17. Travis Tappen
 1. Is the only way to learn all secrets of our WOWSC Board is to be on the Board?
18. Mike Burdette
 1. Accused board of 'sitting there with your chickenshit grins.'
19. Brad Davis
 1. Must be a conflict of interest
 2. Too many folks feel like they are not getting all the information
 3. Questions why Board member can purchase WOWSC property
 4. Restriction on 7 acres benefits Dana and not WOWSC
 5. Questions future use of 7 acres with the restrictions
20. LC Billingsley
 1. Was on WOWSC Board Director for two years with Bill Stein and could not learn what occurred because of President Jeff Hagar and Vice President Dorothy Taylor
21. Marshal Meece:
 1. Is Executive session open?
 1. Jose de la Fuente: No
 2. Can Board decide on Motion today?
 1. Jose de la Fuente: Yes
22. Marvin Lewis:
 1. Can Board reconvene open session at a certain time?
 1. Jose de la Fuente: There is no posted time estimate on Executive Session duration.
23. Jose de la Fuente: Restriction is if property is used as airport property, the purchaser needs to be a Class A member.
24. Danny Flunker
 1. Ripped off
 2. Motion should include \$500,000
 3. Petition to remove Joe Gimenez
 4. Patti was harassed at work
 5. David Bertino was harassed at work

6. Accused board of being “monsters”
5. Executive Session under Texas Government Code § 551.071(1) and (2) regarding:
 1. Ffrench, et al., Intervenor-plaintiffs and Double F Hangar Operations, LLC, et al. v. Friendship Homes & Hangars, LLC, Windermere Oaks WSC, et al., Cause No. 48292, 33rd Jud. Dist., Burnet County Dist. Ct.; and
 2. TOMA Integrity, Inc., et al. v. Windermere Oaks WSC, Cause No. 47531, 33rd Jud. Dist., Burnet County Dist. Ct., on appeal at 6th Ct. of Appeals, No. 06-19-00005-CV.
 3. Appeal of Attorney General ruling filed in Travis County Court in the case of WOWSC v The Honorable Ken Paxton, Attorney General of Texas, for protection of corporate rights and privileges during ongoing litigation
 1. Entered session at 10:48AM
 2. Exited session at 11:44AM
 3. Restarted open session at 11:51AM
6. CONSIDERATION AND VOTE ON AMENDED AND SUPERSEDING AGREEMENT AS DESCRIBED IN AGENDA ITEM 5 AND PAGE 3 OF THIS AGENDA, AND POTENTIAL MEMBER COMMUNICATION REGARDING SAME.
 1. Board Discussion
 1. Board has heard members’ comments and have taken them seriously
 2. Potential member communication regarding: Legal subcommittee will take member comments and any Board decisions and communicate to our members
 3. WOWSC is in litigation brought against it
 4. It’s not easy to communicate with our members regarding questions on ongoing litigation
 5. Joe elected to Board in March 2019 and was not part of any of the ongoing litigation
 6. Joe has gotten up to speed on the litigation
 7. Making decisions that benefit WOWSC the most
 8. WOWSC is a non-profit corporation and is not bound by all Public Entity laws like those for a city, county, school district or state agency
 9. It is legal for WOWSC to do business with a Board member.
 10. It is legal for WOWSC to dispose of assets in any manner it chooses.
 11. The WOWSC sold airport property because it was not needed for future expansion
 12. Bill Earnest noted that he worked to sell property while on earlier Board
 13. He asked the attorney at the time and was told that the Board has fiduciary responsibility to WOWSC and not to the community, but Bill wanted to do what was best for the community as well.
 14. After six months of trying to work with a real estate realtor, the realtor finally admitted to Bill that he did not have the time or knowledge of airport property to work with WOWSC.
 15. Runway lot was sold for \$95,000 and was then pulled out of the eleven acres and was used to pay down debt
 16. 2006 appraisal was done before real estate crash in 2007, 2008, 2009 from sub-prime lending. Property valuations started to recover ~2011.
 17. Property sale occurred in 2016
 18. WOWSC’s airport revenues are ~\$8000 per month which benefits our WOWSC members
 19. Joe offered more background. In 2013 Lake Travis hit a very low level of ~ 615’ above sea level At that time it was difficult to sell property and homes with the very low level of the lake.2015 - 2016 Board did due diligence in learning the value of the airport property. WOWSC received an offer of \$175K in Y2013 for 9 acres of the airport property. Hinton appraisal was never mentioned when offer was made by Dana. Dana offered \$200,000 for the ~ 4 acres. POA offered \$20,000 for 2/3rd acre in 2015, approximately \$30,000 for 1 acre, pro-rata.
 20. Previous Boards had discussed selling the entire airport property as a whole
 21. Bills knows of a person who bought an entire airport for \$1.3M, the same amount as the Bolton appraisal for the ~ 11 acres at the airport.
 1. Gimenez advised on Board due diligence saying different Boards deal with different issues and challenges

22. Bolton appraisal was fed information by litigants
23. Our attorneys serve the interest of our WOWSC Board and sometimes that Board direction changes and so too must the attorneys' focus.
24. Mike requested along with our attorneys an appraisal of the property to get data for discussion
25. Easement Strengthening:
 1. Easement exists in the original sales contract. But the easement was not recorded well and was not clear.
 2. Standard easement language was not in the original sales contract.
 3. Requested good clean easement
 4. Full 75' easement: 50' easement plus 25' easement; 25' paved path with 25' easements on both sides
26. Mike continued that Board consideration for future sale of remaining acreage. Lot of growth is projected in Spicewood. Discuss in future Board meetings when is best time to sell.
27. New WWTP discussion: \$900K cost with two ponds
28. Suing to get land back would cost hundreds of thousands of dollars, we might lose, would get counter sued, would taint WOWSC's property as someone who sells property and then sues to get it back, making property value worthless for future buyers
29. WOWSC requested property valuation, sent Demand letter to start discussion, held several discussions, and then mediation
30. Business decision is looking for ways out of litigation
31. Board wants to stop being involved in litigation
32. Suing for land back would involve more than Dana as a third party is involved
33. Terms of mediated settlement
 1. Have heard from members regarding terminating right of first refusal
 2. Able to accomplish removal of right of first refusal
 3. Negotiated with Title Company for \$20,000 in mediation
 1. Stewart Title Company represented defense of the title
 2. Value in stopping litigation
 3. Stewart Title agreed to pay \$20,000 with \$2500 up from subject to refund if case does not complete
 4. Legal team of Jose de la Fuente, Joe Gimenez, Mike Nelson was in mediation
 5. Class A member fees now ~\$750 for maintenance of airport roads and common space
 1. Property can be sold for any legal purpose
 2. If property is sold as airport property, the Class A membership is needed
 3. Mike's question to Bill: Do all airport members have a Class A membership?
 1. Very few do not have Class A membership. A few folks are Grand fathered in who pay into the airport maintenance at a reduced rate
 4. Airport members with hangars need to buy-in to the airport for \$4000
 5. Mike thought becoming an airport Class A member was similar to becoming a POA member when buying home, with automatic membership in a POA.
 6. Joe said that during mediation he considered the criticism of the Hinton appraisal's lack of consideration for valuation of the land as airport property. His mindset was locked in to selling that land as airport property because it would elevate land value as being airport property, but he said he understands how unrestricted covenant could help achieve highest and best use.
 7. Jose de la Fuente noted that the covenant would only apply if the property were developed as airport property, but that it was not necessary.
 8. Class A membership only applies to using the property as airport property
 9. Adding hangars will likely add to WOWSC revenue as they typically have water and sewer connections.
 10. Recent airport owners are Class A members
 6. Bill wanted to sell all acreage at once
 7. Bill wanted to compact the airport acreage
 8. Correction of Deed for 0.5151 acre is included correcting an error in the original Deed
 9. Remaining 7 acres has two ponds

10. Mike said he believes it's better to take \$20,000 in cash versus spending \$100,000+ on litigation for a possible net of \$40,000
 11. Mutual release upon termination of litigation
 12. Authorize two members of Board to work with attorneys on settlement finalization
 13. Easement is imposed as an obligation for Friendship Home to get agreement with the third party (Meyers) to complete settlement
 14. Amends and restates transaction
 15. Many hours defending lawsuit takes away Board's capacity to deal with water company issues.
 16. Our WOWSC PIO is paid only when working on PIAs. There were no PIAs prior to this year.
 17. Joe has moved WOWSC business forward
 18. There is more to do to stop all ongoing litigation
 34. Review of motion
 1. Motion made by Bill and seconded by Joe to accept the terms for the amended and superseding contract.
 1. Discussion around item 'six': Restricted covenant for purchaser to become airport Class A member if land is used as airport property.
 1. Bill proposed deleting item six
 1. Bill: If person who buys property as airport property, they will build hangars which will make them become a Class A member
 2. Dorothy: Member feedback requested removal of Class A member restriction
 3. Mike: OK with removing Class A member restriction
 4. Joe: Not our concern. It's an airport concern. Okay with removing.
 5. Jose de la Fuente: Not a major component of mediation agreement.
 2. Motion made and carried by all to delete item# 6
 3. Motion made and carried by all to adhere to our agenda item with deletion of item# 6 (restrictive covenant of Class A members)
 4. Motion made and carried by all to authorize Joe and Mike to be our WOWSC Board legal subcommittee
 5. Motion made and carried by all for Joe and Mike to generate member communication reporting on this meeting and outcome
7. New business and discussion and possible action on agenda for next meeting.
 1. Member Comment
 1. None
 2. Petition for removal of Joe Gimenez from Board
 3. Replacement of Board Vacancy
 4. Manager's Report
 5. Annual Member Meeting
 6. October financials review
8. Set date, time, and place for next board meeting.
 1. Wednesday, November 20th, at 6:00PM at Spicewood Community Center, 7901 County Road 404, Spicewood TX, 78669
9. Motion made and carried to adjourn at 1:21PM

Michael Ed Nelson

Submitted by: Mike Nelson

APPROVED BY WOWSC Board on December 19, 2019

Billing Questions: (830) 598-7511 Ext 1
Water or Sewer Emergency: Phone (830) 598-7511 Ext 2