The Park Board of Directors

Meeting Minutes

Jan. 10, 2017 at the Mueller Residence

<u>Call to Order:</u> The meeting was called to order at 6:38 p.m., at the Mueller residence by Stephanie Hartman, Outgoing President.

Quorum Established: A quorum was established.

Approval of Agenda: Rob Harman moved that the agenda be approved as printed. The motion was seconded by Bill Packard and carried.

<u>Approval of Minutes:</u> Grant Delmar moved that the draft of the Annual Meeting Minutes distributed from the December 11th, 2016 meeting be tentatively approved, motion was seconded by Bill Packard.

<u>Introductions:</u> Board members introduced themselves as: Grant Delmar, Bill Packard, Donnovan Karber, Ray Walker, Bob Ainsworth, and Brooke Mueller.

Guests attending were: Stephanie Hartman, David Mueller, Vergil Esau, Jill Miller, and Joe Garman.

Vergil Esau: Updated count reflects the Covenants have passed. Board signed the signature page. The file will be updated to the website and need to be registered with the county. It was noted that the email prior to the Annual meeting directed people to the pre-edited proposed covenants and not the newer proposed covenants. That has been corrected.

Donnovan Karber confirmed that the postcard count was tabulated correctly, as Vergil and Cindy Ainsworth had tracked.

Vergil stated that he would distribute a list of people who have not voted to the board so that they could collect the rest of the postcards so the By-Laws can either pass or fail.

It was mentioned by Vergil that if the city has an ordinance that will enforce the situation with RV's and trailers in the neighborhood, that another edit of the Covenants won't be needed as some neighbors have suggested due to their concern with trailers and RV's parked in yards, driveways, or streets.

Jill Miller & Joe Garman: Concerned about Covenants and lack of Board support regarding the RV parked in a neighbors yard on S. Ranier Circle. They stated that it is unsightly and blocks the view of several neighbors, causing a safety issue. Joe questioned as to whether enforcement was a money issue, the board agreed. Joe mentioned that his home value dropped \$3,000 due to the RV, scrap metal, mud/manure pile, no grass, weeds, & shed structure on said neighbors property. Jill mentioned it had been reported to Roger from the City and that he had written said neighbor up for multiple violations.

Jill mentioned that she felt ignored before the vote when she voiced her opinion regarding the covenant that was removed that contained verbiage stating that RVs and Trailers parked for more than 72 hours were in violation. The board acknowledged the reading of her concerns and the hashing and re-hashing within the board meetings on the subject. Grant Delmar stated that it was not an easy task, but the board tried to keep the neighborhood as a whole in mind. The board re-iterated Vergil's statement that if the city will enforce the issues, that will keep the dues low and we will not have to hire a 3rd party for assistance and have exceptional legal costs.

The board sympathized with Joe and Jill and referenced: Wichita-Sg County Unified Zoning Code W.SC, pgs. 170-171.

- (12) *Parking for more than 72 hours and/or storage of Motor Vehicles and equipment in the County.
 - (a) The following Accessory Uses shall be permitted in the unincorporated area of the County when such are the personal property of the occupant of the Dwelling Unit and are Screened as specified in Section 19-22 of the Sedgwick County Code:
 - Parking and/or storage of Motor Vehicles whether operable or inoperable;
 - 2) Parking and/or storage of boats;
 - 3) Parking and/or storage of Trailers that are exempt from Motor Vehicle registration by the State of Kansas or are registered or are required by law to be registered with a 8M Kansas license plate;
 - 4) Parking and/or storage of unoccupied Recreational Vehicles;
 - 5) storage of construction equipment with less than 50 horsepower.
 - (b) No Outdoor Storage of equipment, materials or Vehicles used in a Home Occupation shall be allowed as a residential Accessory Use except as otherwise permitted by Sec. IV-E.6.
- (13) Other necessary and customary Uses determined by the Zoning Administrator to be appropriate, incidental and subordinate to the Principal Use on the Lot, subject to compliance with any development and performance standards imposed by the Zoning Administrator as a means of ensuring land use compatibility.

All Guests were dismissed. Stephanie Hartman remained to assist with the meeting.

Election of Officers:

- Ray Walker volunteered himself for the Treasurer Position and Pool committee, but would like an understudy.
- Donnovan Karber mentioned he would like to learn and assist as much as possible in relation to all positions.
- Grant motioned for Rob Hartman to head the Grounds committee due to his knowledge and background.
- It was mentioned that Bob Ainsworth had spoken of assisting Brooke Mueller with secretarial duties and that wife, Cindy (2015 Secretary) would offer support as well.

Bill Packard stated that he would like to retain the role as Vice President and motioned that he would like to nominate Grant Delmar for 2017 President. Bob Ainsworth seconded the motion and all were in favor. Grant accepted the nomination.

Grant Delmar Motioned for the below slate for BOD be accepted. Bill Packard seconded

the motion and the motion passed.

Nov. 13th

Dec. 11th (to be confirmed)

<u> </u>	
Grant Delmar	President,
Offilial Definal	Architectural Control Committee
Bill Packard	Vice President
Ray Walker	Treasurer,
	Pool Committee
Brooke Mueller	Secretary
	Social Committee
Rob Hartman	Grounds & Mx,
	Architectural Control Committee
Bob Ainsworth	Secretarial Assistant
	Grounds & Mx
Donnovan Karber	Pool Committee,
	Grounds & Mx

Meeting Dates and Locations were set as stated below.

Calendar of BOD Meetings

2nd Monday of each month @ 6:30 pm (unless otherwise scheduled)

Date:	Residence/Host:	Address:
Feb. 6 th	Grant Delmar	9606 W. Yosemite Dr
March 13 th	Bob Ainsworth	2514 S. Glacier Dr
April 10 th	Donnovan Karber	2538 S. Teton Cir
May 8th	Ray Walker	Pool
June 12 th	Bill Packard	2534 S. Denene
July 10 th	Rob Hartman	2507 S. Teton Cir
Aug. 14 th	Brooke Mueller	2502 S. Yellowstone Cir
Sept. 11 th	Grant Delmar	9606 W. Yosemite Dr
Oct. 9 th	Bob Ainsworth	2514 S. Glacier Dr

<u>President's Report:</u> Stephanie Hartman turned the meeting over to the new President, Grant Delmar. She mentioned that the board looks to be well outfitted for the upcoming year and will assist with welcoming new neighbors and other items as needed.

Donnovan Karber

Cross Roads Church

<u>Vice President's Report:</u> Bill Packard stated that he had no new business to address, but would like us to look into replacing the chains and S-hooks at the playground. Donnovan said he would assist.

2538 S. Teton Cir

Maize Road

<u>Treasurer's Report:</u> Ray Walker reviewed the budget with the board. There were some issues with Westside Book Keeping not deducting funds from the appropriate subaccounts. He also said that he would have the reserve funds showing and for a breakdown.

Regarding Residents past due receive a \$6.00 per quarter penalty. The board reviewed the list of residents over 2 quarters behind on dues. Ray mentioned he contacted the 10 people with letters after 3 quarters of dues were not paid. Grant motioned for letters to be sent via certified mail and liens to be filed on their properties. There was at least \$6,000 in past dues owed by the 10 to 12 people behind on dues. Ray mentioned that Mark Barofski would assist with collecting said dues. Grant motioned for us to consider Legal Shield and asked the board to go to the website and do research. He wants the board to come back to the next meeting with their opinions. The cost is only \$39 a month and they would send letters for us. Rob and Stephanie Hartman will assist in filing liens. Ray will look into filing them electronically and stated that the liens are good for 5 year periods. If Ray gets Brooke the dates of expiration she will put those on the HOA gmail account calendar.

Addresses of homeowners are to be tracked by the secretaries and Ray stated that he is almost always notified when there is a new owner for a property. He will email Bob and Brooke when this occurs.

The board requested a copy of the list of homeowners behind on dues.

Pool Report: Ray put a new shelf in the pool room and has a fan to install to promote airflow. He mentioned that the lights and cameras need re-arranged and new wiring needs ran to the south end for new flood lights. The board agreed to assist when he is ready.

Secretary's Report: Brooke Mueller stated that she would put 2015 & 2016 files in the new shed by the pool for storage.

Brooke asked if the Vandals had paid their \$100 each. Bill said he would follow up with them and will try to set a date for them to assist with cleaning up the neighborhood.

<u>Grounds Report:</u> Grant Delmar brought 2 bids for lawn care for the upcoming year (22 mowings, fertilizer, and weed control included).

Avant Lawn Care
Affordable, Reliable, Quality Lawn Care
Jason Avant, Owner
Phone: 316-210-1937

LAWN CARE MAINTENANCE AGREEMENT PRESENTED TO: THE PARK HOMEOWNERS ASSOCIATION, WICHITA KS 67215 (Client)

Avant Lawn Care agrees to provide the service(s) detailed in the following Lawn Maintenance Specifications and attached Scope of Work Section. This agreement will be valid through March 1, 2017 to February 28, 2018.

Lawn Care/Maintenance Specifications

- Mowing, Trimming, Edging, Blowing and Grass Clippings Removal (estimated once bi-weekly
 with the exception of June, July, August weekly mows). Sidewalks, fences, driveways, parking
 lots, buildings, trees and plant beds and any other surface areas bordered by grass inaccessible to
 a mower will be line trimmed.
- Maintenance of landscape beds to include weed, leaf, and debris removal.

Scope of Work Section

SERVICE	NOTES	COST
Mowing, Trimming,	As specified per requirements listed-all services included under	March 1, 2017-February 28, 2018 \$675 per mowing
Blowing (22 mows)	section "Lawn	service
	Care/Maintenance	
	Specifications	
Fertilizer	3 applications	\$100 per application

Additional Services: All labor not included in this agreement will be charged at a normal hourly rate or by prior bid. All materials not included in this agreement will be charged to client. Client shall reimburse Avant Lawn Care for rental of equipment necessary for additional services not included in this agreement.

Disclosures:

- Repairs because of storm damage, vandalism, damage done by others or conditions beyond
 Avant Lawn Care's control such as over or under watering will be the responsibility of the client.
- Irrigation clocks and sprinkler heads can be checked at no charge to Client upon request while Avant Lawn Care is performing regular weekly Mow/Edge Service. Needed repairs will be made and billed to client with prior approval.
- Compensation: Avant Lawn Care shall receive for services rendered, the amount listed under Cost in Scope of Working Section. Payment will be made weekly after services performed. This contract is in effect from March 1, 2017 through February 28, 2018.

Terms of Contract:

If either party wishes to dissolve this Agreement prior to the termination date a 10% fee of the remaining Agreement amount shall be paid to the other party.

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

If there is a change to any part of this Agreement, all other terms still apply.

All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

In the event that judgment must be obtained to enforce this agreement or any breach thereof and should Contractor be required to engage the services of an attorney in connection with this agreement or to enforce payment hereunder, Contractor shall be entitled to his reasonable attorney's or collection fees. This agreement shall be interpreted under laws of the State of Kansas.

-This agreement shall be binding upon the successors of Avant Lawn Care, and the heir	s, administrators,
executors, successors, and assignees of Client.	

BY SIGNING BELOW, I AGREE WITH THIS LAWN CARE MAINTENANCE AGREEMENT			
Client	Contractor	Date	

Grant also showed us a bid from Opp concrete for the low water crossing. He is working on getting a second bid for the board to review and approve.

Adjournment:

Meeting was adjourned at 9:28 pm motioned by Ray Walker seconded by Bill Packard. Motioned carried.

The next board meeting will be at 6:30 pm on Feb. 6th at Grant Delmar's home.