

NEW MARK BROOKING FIRST POOL ASSOCIATION

Kansas City MO 64155

Regular Monthly Meeting – Executive Body 2018, January 14th Sunday – Corporate Minutes

Attending Officers: President – Mike Thomas, Vice President – Brian Bonebrake, Treasurer – Quinn Gregg
Secretary – Tom O'Donnell, Member-at-Large – Paul Hinson, Pamela Smith, Norma Sollman, Patti Kanatzar

Attending Residents: Linda Calcote, Gwen Conroy, Ronnie DePriest, Linda Gregg, Rick Head, Jennifer Lyles, Debbie Mitchell, Joseph Naines, Patty Register, Fred Sollman, John & Karen Spottswood, Roxanne Weaver

Call to Order: 7:05pm

1st Motion – Approve December meeting minutes

-Motion approved unanimously.

Financial Updates:

- Checking Total: \$25,250 + a \$20,000 plus deposit outstanding
- Money Market Total: \$22,893
 - \$2,000 transferred from main checking at the end of 2017
- Assessment Checking Total: \$700

- Expenses YTD: \$1,985

- Old Balances: 21 outstanding EOY 2017
- 2018 Dues Payments: around 140 received (54%)
- Liens are currently being placed on accounts with balances over \$1,000

Pool Update –

- Board to meet with Northland Pools to discuss the 2018 pool season.
- See Additional Notes section at the end of this document for more information about the proposed renovations to the pool

Grounds –

- Single working aerator for the pond stopped working right before the freeze. Once the ice melts, we will investigate and look to repair.

2nd Motion – Executive Board President motioned to call a special meeting.

- The special meeting is set for Sunday, February 11th at 7pm. The location is still being finalized and will be included in the official notice.
- Official notice of the meeting will be mailed via the USPS to each property in the Association. Notice of the meeting will also be posted to the HOA website and at the club house.
- Each property in good standing will be allowed 1 vote at the meeting. Paper ballots will be used to collect and certify the votes.
- Proxy votes will be allowed provided a properly document letter of proxy is presented by a member in good standing at the meeting.
- To be in good standing all dues for a property must be received by the HOA no later than February 4th to allow time to update the accounting records prior to the vote.

- At that special meeting a quorum will be required as defined in Article X of the Covenants and Restrictions, which requires at least 51% of members in good standing are in attendance or represented by a proxy. If the quorum is met then a simple majority vote (51%) of those in attendance will be required to approve any item on the ballot as defined in Article VII.
- 3 separate items to be voted on during the meeting, with a separate vote for each.
 - Special Assessment to pay for pool renovations
 - Administrative revisions to the Covenants and Bylaws
 - Increase in the annual dues assessment

-Motion was voted on by the board and all members present, and was approved with a clear majority vote.

3rd Motion – Motion to finalize the terms of the special assessment.

- Total of the Assessment will be \$700, with \$300 due by September 1st, 2018 and the remain \$400 to be due by May 1st, 2019.
- Total amount to be collected from the assessment is \$182,700. Refer to Additional Notes section at the end of this document for budget details.
- Funds will be primarily used to repair and renovate the pools. Any excess funds will be used for additional repair work for the pool area or will be set aside to pay for future maintenance costs.
- The renovation work will be done in the fall or 2019 or Spring of 2020. A final contract will be negotiated in the Summer of 2019. The board will continue to accept any bids up until that time.
- Renovation work to be done is outlined in the Additional Notes section.
- If the funds are not approved to repair the pool it will continue to deteriorate and could be shut down by the City at any time, possibly until these fixes are done.
- If the pool shuts down for a significant period, home values will drop in the neighborhood.
- The board understand this will impact residents in varying ways. The board is willing to work with anyone who has concerns about making payment for the assessment, and will consider payment plan requests on a case by case basis.

-Motion was voted on by the board and all members present, and was approved with a clear majority vote.

4th Motion – Motion to a vote during the special meeting to approve administrative revisions to the Covenants and Restrictions as well as the Bylaws to clarify special meeting requirements.

- There are variations of the requirements for a special meeting in the current Covenants and Bylaws, the board is proposing amending these so there is a single set of requirements to comply with to call a special meeting.
- The board is also proposing to remove the requirement to charge interest on late dues and assessment payments and instead charge a flat monthly late fee. This will help to simplify the accounting for the HOA and will also make it easier for residents to verify how the late fees were determined.
- The proposed revision can be found in the Additional notes section at the end of this document.

-Motion was voted on by the board and all members present, and was approved with a clear majority vote.

5th Motion – Motion to a vote during the special meeting to approve an increase in dues from \$350 to \$450 starting January 1st, 2021.

- The HOA currently operates on a zero-balance budget, meaning all of our income during the year is budgeted towards expenses with no extra funds.
- In order to continue to meet the HOA expenditures and to try and take a more proactive approach to future repairs the board feels it is necessary to increase the dues after the assessments are complete.

-Motion was voted on by the board and all members present, and was approved with a clear majority vote.

Meeting adjourned at 9:24pm.

ADDITIONAL NOTES

Purpose

The purpose of this assessment is to raise funds required to repair and renovate the main pool and baby pool areas. The last major renovation of the pool (and assessment) was done in the 1980s. These renovations are needed so the pool can continue to be maintained and operate into the future.

Bids

- Bids were requested from multiple companies, however most either did not respond or declined to provide a bid. There are lots of companies out there but most of them specialize in residential pools and not a large commercial size pool like ours.
- We did receive a full bid from Mid America Pool Renovation, Inc. out of Grandview, MO. They did work on the baby pool several years ago and are the primary contractor for this type of work in the Kansas City area. Our budget is based around the estimates they provided in their bid.
- Schilling Plaster out of St. Louis provided a partial bid (pool lining only).
- No other bids have been received to date.
- No contracts have been signed and the final contract will not be signed until closer to the actual start of work. The board is willing to consider other bids as well should other bids be presented.

Proposed Schedule

- Special Meeting to Vote on Assessment – February 11th, 2018
- 1st Payment Due – \$300 by September 1st, 2018 (late fee applies after October 1st, 2018)
- 2nd Payment Due – \$400 by May 1st, 2019 (late fee applies after June 1st, 2019)
- Pool Renovation Work – Fall of 2019 or Spring of 2020

Notes:

- It is the boards intent that this work will take place during the off season either in the fall or spring and would not affect the summer pool schedule.
- This plan assumes the pool is able to operate another 2 years without major repair work. If something comes up that requires major repairs during those 2 years the summer pool schedule may be affected.

Expense Budget & Proposed Work

▪ Resurfacing - Main Pool	
○ White Inter-Glass Lining	\$96,000
▪ Waterline Tile – Both pools	
○ Basic pool tile	\$15,000
▪ Perimeter Coping – Both pools	
○ Formed in place concrete	\$33,000
▪ Replace skimmers – Both pools	
○ 7 total skimmers	\$16,000
▪ Deck Accessories	
○ Umbrellas & Chairs	\$3,000
▪ Additional Costs	
○ 2% Mobilization	\$3,000
○ 10% Buffer	\$16,000
Total Budget -	\$182,000

Notes:

- The baby pool does not need resurfacing as that work was done several years ago.
- Based on feedback during the board meetings the board is planning to pursue the more expensive resurfacing option because of the high-quality material and a warranty of 25 years compared to a warranty of just 5 years for a standard plaster lining at the lower price.
- None of the new items installed will require painting, which will be a future maintenance cost savings for the HOA. The high-quality lining also provides additional structural support for the concrete walls.
- The decision was made to go with the high-quality lining instead of a seasonal pool cover at this time. A seasonal pool cover may still be considered later on depending on funds available.
- Our annual operating budgets are posted on the website. The budgets show how the \$350 dues are spent each year. We collect just enough to cover cost and break even each year, which is why an assessment is needed to cover the cost of this large improvement project.

Assessment Income

- Assessment
 - \$700 total assessment x 261 homes = \$182,700 total to be collected
 - The board is not taking this decision lightly and understands that this money is not a small expense for each property owner. The board has taken the measures they feel are appropriate to limit the impact to each property owner as much possible. We understand that not everyone will agree with this, but please note it has been taken into consideration.
- Accountability
 - A separate bank account has been set up by the board to manage the money collected from the assessment. All assessment payments that are collected will be placed into this account and kept separate from the main operating account. All expenses paid with the funds from this account will be tracked separately and will be only used for pool improvements.
 - Monthly updates on income and expense for the assessment will be provided during the board meetings and as part of the published minutes. Updates will also be provided in the spring and fall newsletters.
 - Any excess funds that are left after all works has been completed will either be used for additional improvements for the pool area or will be placed into a fund to cover future repair costs for the pool equipment (pumps, filters, etc). The board will present and vote on any additional expenditures that are not part of the budget presented here.
- Collections
 - The board understands that not everyone will pay the assessment for various reasons. Typically, the HOA collects approximately 90% of the dues owed each year. The other 10% requires additional means to collect, either through liens or other legal means. The 10% buffer in the budget is to help account for some properties not paying the assessment within a reasonable amount of time.
 - Late fees will be charged on unpaid assessment and will follow the same guidelines as the late fees for regular dues payments (\$15.00 per month). All properties are required to pay, and the board will be forced to take any legal means necessary (including liens, collections, or lawsuits) to collect the money owed. The board much prefers not to spend money on collections and instead put all the money towards the renovation.

- Work will not be able to start until the majority of the money has been collected. The money collected will go towards this project, however if a large number of residence choose to not pay the timing of the work may be delayed. If this occurs updates will be provided to everyone as noted above.

Additional Notes

- The board encourages feedback from everyone in the neighborhood, and will do our best to respond as much as possible. We just request that everyone is respectful and understanding of varying opinions.
- The board understands that not everyone chooses to use the pool. However, as a homeowner in this neighborhood everyone owes a stake in all of the HOA amenities, and as part of that all owners are responsible to share in the cost to maintain the HOA amenities, regardless of whether you choose to use those amenities or not.

Covenants & Restrictions – Proposed Amendments

Amendment #1

Current:

The term “Developer” shall mean Bleakley-New Mark Development, Inc, its successor and assigns.

Amendment:

The term “Developer” shall mean Bleakley-New Mark Development, Inc, its successor and assigns **or the Executive Body of the Association.**

Amendment #2

Current:

5.3 Special Rights and Powers. The Association shall have the power and right to build or construct on land to which the Association holds title facilities for the benefit of the Owners and occupiers of the land subject to the terms of this Declaration; Provided, that the building or construction of such facilities if first approved by a two-thirds (2/3) majority of the Members of the Association voting at either the annual or at a special meeting of the Members. Special meetings shall be called pursuant to the provisions of the Article VII hereof.

Amendment:

5.3 Special Rights and Powers. The Association shall have the power and right to build or construct on land to which the Association holds title facilities for the benefit of the Owners and occupiers of the land subject to the terms of this Declaration; Provided, that the building or construction of such facilities is first approved by ~~a two-thirds (2/3) majority of the Members of the Association voting at either the annual~~ **meeting** or at a special meeting of the Members. Special meetings shall be called pursuant to the provisions of the Article VII **and X** hereof.

Amendment #3

Current:

6.1 Imposition of Regular Assessments. For the purpose of providing a general fund to enable the Association to perform and exercise the rights, powers and duties set out in Article V hereof, all Lots subject to this Declaration shall be subject to an annual Assessment based upon the anticipated total annual cost of the Association in carrying out the powers and duties provided for in Article V above divided by the number of Lots subject to this Declaration. Assessments on all Lots shall commence on the first day of the month following conveyance of the common area to the First Pool Association. The amount of the Annual Assessment shall be an amount of money sufficient to enable the Association to carry out the powers and duties provided for in Article V; provided however, that the amount of an annual Assessment against each Lot owned by a member of the Association shall not exceed three hundred fifty dollars (\$350.00). It is further provided that until Lots have a Living Unit erected on them which has been once occupied, said Lots shall be subject to an Annual Assessment of twenty-five percent (25%) of the regular unit Assessment.

Amendment:

6.1 Imposition of Regular Assessments. For the purpose of providing a general fund to enable the Association to perform and exercise the rights, powers and duties set out in Article V hereof, all Lots subject to this Declaration shall be subject to an annual Assessment based upon the anticipated total annual cost of the Association in carrying out the powers and duties provided for in Article V above divided by the number of Lots subject to this Declaration. Assessments on all Lots shall commence on the first day of the month following conveyance of the common area to the First Pool Association. The amount of the Annual Assessment shall be an amount of money sufficient to enable the Association to carry out the powers and duties provided for in Article V; provided however, that the amount of an annual Assessment against each Lot owned by a member of the Association shall not exceed three hundred fifty dollars (\$350.00); **increasing to four hundred fifty dollars (\$450.00) effective January 1st, 2021.** It is further provided that until Lots have a Living Unit erected on them which has been once occupied, said Lots shall be subject to an Annual Assessment of twenty-five percent (25%) of the regular unit Assessment.

Amendment #4

Current:

6.4 Lien on Real Estate. All assessments shall be the personal obligations of the Association Member, and the assessment shall become delinquent and constitute a lien on the lot for which the assessment is owed thirty (30) days after the date on which the assessment is due and payable as set forth in Section 6.3. In the event that any property owner fails to pay the assessment on or before the date it becomes delinquent, then such assessment shall bear interest at the greater of the rate of ten percent (10%) per annum or the "Market Rate", as defined by applicable Missouri Statute, plus an additional \$15.00 per month, determined as of the date when such assessment shall first become delinquent.

Amendment:

6.4 Lien on Real Estate. All assessments shall be the personal obligations of the Association Member, and the assessment shall become delinquent and constitute a lien on the lot for which the assessment is owed thirty (30) days after the date on which the assessment is due and payable as set forth in Section 6.3. In the event that any property owner fails to pay the assessment on or before the date it becomes delinquent, then such assessment shall bear interest at the greater of the rate of ten percent (10%) per annum or the "Market Rate", as defined by applicable Missouri Statute, plus an additional \$15.00 per month, determined as of the **an additional late fee of \$15.00 per month, due the 1st day of each month past the date when such assessment first became delinquent.**

Amendment #5

Current:

6.7 Special Assessment to pay the cost of construction of facilities or improvements to Association Property. The Association shall have the power to levy Assessment against the Lots subject to this Declaration for the purpose of constructing improvements or facilities on Association Property; provided that the construction of such facility or improvement must be first approved by the Members of the Association in the manner set forth in section 5.3 hereof.

Special Assessments levied by the Association under this section shall become due and payable thirty (30) days after written notice to each member at such member's last known address stating the amount of the Assessment against each Lot, the total number of Lots for which the member is being assessed, the total amount of the Assessment due from such member, and that the Assessment is due and payable thirty (30) days after the date of the notice.

Special Assessments levied under this section shall be the personal obligation of the Association Member, and the Assessment shall become delinquent and shall be a lien on the Lot of each member against whom the Assessment has been levied thirty (30) days after the date upon which the Assessment is due and payable. In the event an owner fails to pay a special Assessment before the date on which the Assessment becomes delinquent, then the Assessment shall bear interest at the greater of the rate of ten percent (10%) per annum or the "Market Rate," as defined by applicable Missouri Statute, determined as of the date when such Assessment shall first become delinquent. After a special Assessment is delinquent, payment of both principal and interest may be enforced as a lien on the Lot of such member in any court in Clay County, Missouri, having jurisdiction for the enforcement of such liens. Lien amounts shall include attorney's fees, court costs, and any other related costs incurred. If the property subject to the lien is sold before the Assessment is paid, the buyer shall be liable for the Assessment. Any unsatisfied liens shall "Run With the Land."

Amendment:

6.7 Special Assessment to pay the cost of construction of facilities or improvements to Association Property. The Association shall have the power to levy Assessment against the Lots subject to this Declaration for the purpose of constructing improvements or facilities on Association Property; provided that the construction of such facility or improvement must be first approved by the Members of the Association voting at either the annual meeting or at a special meeting of the Members. Special meetings shall be called pursuant to the provisions of the Article VII and X hereof.

Special Assessments levied by the Association under this section shall become due and payable thirty (30) days after written notice to each member at such member's last known address stating the amount of the Assessment against each Lot, the total number of Lots for which the member is being assessed, the total amount of the Assessment due from such member, and that the Assessment is due and payable thirty (30) days after the date of the notice.

Special Assessments levied under this section shall be the personal obligation of the Association Member, and the Assessment shall become delinquent and shall be a lien on the Lot of each member against whom the Assessment has been levied thirty (30) days after the date upon which the Assessment is due and payable. In the event an owner fails to pay a special Assessment before the date on which the Assessment becomes delinquent, then the Assessment shall bear interest at the greater of the rate of ten percent (10%) per annum or the "Market Rate," as defined by applicable Missouri Statute, determined as **an additional late fee of \$15.00 per month, due the 1st day of each month past** the date when such assessment shall first become delinquent. After a special Assessment is delinquent, payment of both ~~principal and interest~~ **the assessment and late fees** may be enforced as a lien on the Lot of such member in any court in Clay County, Missouri, having jurisdiction for the enforcement of such liens. Lien amounts shall include attorney's fees, court costs, and any other related costs incurred. If the property subject to the lien is sold before the Assessment is paid, the buyer shall be liable for the Assessment. Any unsatisfied liens shall "Run With the Land."

Amendment #6

Current:

Article VII: Additional Powers Given to the Association

The Association may be given such additional powers as may be desired by the Members and any portion of this instrument may be amended by the affirmative vote of (51%) majority of Members of the Association in person or proxy at any annual meeting provided that the place, date and hour of the meeting and the proposed amendment has been delivered to each member of the Association not less than fifteen (15) days prior to the meeting and such amendment shall be evidenced by a written instrument executed, acknowledged and recorded in the Office of the Recorder of Deeds of Clay County, Missouri, voter eligibility is defined in Article II hereof, and the vote referred to herein shall be taken at either the annual or a special meeting of the Members.

Article X: Special Meetings

Special meetings of the Members of the Association may be called by the president of the Board of Directors of the Association or by that proportion of the Members of the Association entitled to cast one-twentieth (1/20) of the votes which can be voted at such meeting. If a special meeting is to be held, written or printed notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered to each member of the Association, either personally, or by mail, not less than five (5) nor more than forty (40) days before the date of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 51% of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Amendment:

Article X: Special Meetings

Special meetings of the Members of the Association may be called by the president of the ~~Board of Directors~~ **Executive Body** of the Association, **by a (51%) majority vote of the Executive Body, by a (51%) majority vote of the Board of Directors,** or by that proportion of the Members of the Association entitled to cast one-twentieth (1/20) of the votes which can be voted at such meeting. If a special meeting is to be held, written or printed notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered to each member of the Association, either personally, or by mail, not less than **fifteen (15)** nor more than **forty five (45)** days before the date of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 51% of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Bylaws – Proposed Amendments

Amendment #1

Current:

ARTICLE IV MEMBERS

C. Special Meetings. Special meetings of the Members may be called at any time upon thirty (30) days notice to all Members in good standing by either US mail to the Member's address of record, by e-mail to each Member's e-mail address of record, or by posting on the Corporation's website. Such special meetings may be called for by the President or the Board of Directors and may entertain any business or vote as set forth in the notice. No vote or business shall be transacted at any special meeting that was not reasonably identified in the notice. The notice shall further provide the date, time and location of the meeting. A Member, at his or her own expense, may add additional items to be considered at a special meeting, but must provide notice consistent with this paragraph.

Amendment:

ARTICLE IV MEMBERS

C. Special Meetings. ~~Special meetings of the Members may be called at any time upon thirty (30) days notice to all Members in good standing by either US mail to the Member's address of record, by e-mail to each Member's e-mail address of record, or by posting on the Corporation's website. Such special meetings may be called for by the President or the Board of Directors and may entertain any business or vote as set forth in the notice.~~ **Special meetings of the Members of the Association may be called by the president of the Executive Body of the Association, by a (51%) majority vote of the Executive Body, by a (51%) majority vote of the Board of Directors, or by that proportion of the Members of the Association entitled to cast one-twentieth (1/20) of the votes which can be voted at such meeting. If a special meeting is to be held, written or printed notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered to each member of the Association, either personally, or by mail, not less than fifteen (15) nor more than forty five (45) days before the date of the meeting.** No vote or business shall be transacted at any special meeting that was not reasonably identified in the notice. The notice shall further provide the date, time and location of the meeting. A Member, at his or her own expense, may add additional items to be considered at a special meeting, but must provide notice consistent with this paragraph.

Amendment #2

Current:

ARTICLE VI EXECUTIVE BODY

K. Regular and Special Meetings. The Executive Body shall meet monthly to discuss the affairs of the Corporation and take any actions necessary to advance the interests of the Corporation. Any Member of the Executive Body may call a special meeting upon five (5) days written notice to the remaining officers or Members at large. Any regular or special meeting may be postponed upon notice. Such notices shall conform to the requirements of notice to all members above.

Amendment:

ARTICLE VI EXECUTIVE BODY

K. Regular and Special Meetings. The Executive Body shall meet monthly to discuss the affairs of the Corporation and take any actions necessary to advance the interests of the Corporation. **Special meetings may be called pursuant to the provisions of Article IV, Section C hereof.** ~~Any Member of the Executive Body may call a special meeting upon five (5) days written notice to the remaining officers or Members at large.~~ Any regular or special meeting may be postponed upon notice. Such notices shall conform to the requirements of **Article IV, Section C.**

End of Minutes.