

## **June 4, 2020 SJNA Board Meeting Minutes**

Present: Mark Harris, Mary Humphreys, Cynthia Prokop, Larry Crowder, Bob Darling, and Jackie Lamar

### **Meeting called to order**

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**Last month's meeting minutes read.**

**Minor noted changes to be made**

Minutes Approved.

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### **Treasurer's Report** (included)

Limited activity

\$325 collected-some past due collected-working on getting lien released

Utilities, Landscaping, No Solicitation Signs, FB ad

CD-time amount, interest earned recognized in last months statement

Report summary of all accounts at First Security

Statements sent out over last weekend

\$860 collected already

Look into bulk mailing pricing for future mailings

\*\*Motion made to approve treasurer's report.

\*\*Motion approved.

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### **ACC Committee Report**

**Nothing to report**

To look into home on Amelia and Irby with no grass

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### **Safety Committee Report**

Radar speed sign on John Bryant - North bound traffic after entering John Bryant on Tyler Street. Before Amelia Drive intersection. (Bob taking lead on this location finding)

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### **Activities Committee Report (included)**

See Activity Report from Mary  
Due to Covid-19 activities postponed  
Garage Sale possibly in the fall in place of June

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### **Beautification Committee Report**

Olive Branch updates in Beautification Report  
Water Backflow Test amongst sprinkler  
Receipts for work on the programming of the Sprinkler  
Landscape companies contacted for bids on maintenance on our common areas.  
Board can look over and make decisions.  
Hunter program controls suggested and can be installed by one of the board members.  
Sprinklers fixed. 10 heads were replaced. 2 at John Bryant Bed are non operational. Call Mr. Steinback to have them looked at.

\*\*\*\*Motion to approve spending \$180 for the repair of the sprinklers

\*\*\*\*Motion to approve

\*\*\*\*Motion to purchase the Hunter programmable controller for the Tyler beds, in the amount up to \$150 from Keeling

\*\*\*\*Motion to approve

\*\*\*\*\*Motion to create a spreadsheet to evaluate the many bids for landscape maintenance companies and weight factors according to determining factors decided by the VP. Allow VP to create the categories on which to grade the companies.

\*\*\*\*\*Motion to approve

\*\*\*\*noted that the decision was made to choose Natural State Landscaping without the use of the matrix design, Board members Mary Humphreys, Larry Crowder and Cindy Prokop voted in favor of choosing Natural State. Mark Harris and Bob Darling opposed.

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### **Communication Committee Report**

Newsletter Complete and sent to Neighbors

Update Facebook and SJNA website with Newsletter

Updated the rules

Update board nominations-additions to the pool

### **Welcome Committee Report from Mary**

Referrals of Welcome packages done, except Smith

3625 Crepe Myrtle

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### **Special Orders**

None

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## **Unfinished Business**

### **Clearing of drainage ditches – President /Secretary**

Dept of Transportation Director-last communication was that they needed things to “dry up” to fix. No change of status.

### **Bed Maintenance**

Open bids

Roundabout on Poteete and Irby-Roses need to be replaced, they are diseased. Looking for estimates and suggestions for replacement of the roses.

### **Sprinkler System Maintenance**

Island Sprinkler valves-Batteries purchased to power the sprinkler timers. Olive Branch is to replace batteries.

Need to ask Olive Branch how to control the flow of the water from these sprinklers.

### **Kendrick Fencing work start preparations-Communications (Secretary)**

Need a weeks notice at the minimum to notify the homeowners.

FB communication with homeowners about the fence and their questions.

### **Traffic Circle Lighting - President**

Haven't purchased anything at this time. Mark still needs to make progress on that.

### **Tyler weed and feed - ACC Chairman**

Thank Larry for adding the fertilizer to the grass on Tyler

### **Preparations for Annual - Secretary**

Nominations due by June 17th

Include bio/info of nominations

Update FB/Website/Paper

Mail out ballots to members in good standing

Create a ballot with space for mail label

Signs for SJNA Board Dues due-Mary to follow up

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### **New Business (need a motion on each to proceed with decision process)**

#### **Summons (1810 Amelia) Approval of motion to dismiss - President**

Advice from lawyer to dismiss SJNA as defendant

Lawyer was trying to make their lien on the property as precedence

Did our lien expire? Bob to check expiration dates of the liens.

Home is moving into foreclosure

Restoration Firm seeking monies and wants their lien to take precedence.

Attorney's fees will be in excess of the lien amount, so President will file a motion to dismiss. And not seek the services of a lawyer.

\*\*\*\*motion to file the motion to the Circuit Court

\*\*\*\*motion approved

#### **Registered Agent for Secretary of State - Treasurer**

Bob has completed the registration and is filing the paper work

## **Other New Business**

### **Online Payment Options - discuss with Treasurer and Secretary**

\*\*\*Motion to establish an online payment method for neighbors to make annual due payments.

\*\*\*\*Motion approved

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## **Adjournment**

\*\*Motion to adjourn the meeting

\*\*Motion approved

# ***ST John's Neighborhood Association Board Meeting Agenda***

Date 6/4/2020

6:00 pm

## **I. Call to order**

## **II. Reading and approval of last month's minutes.**

## **III. Treasurer's / Financial Committee's Report**

## **IV. Committee Reports**

- a. Architectural Control Committee (Chris)
- b. Safety Committee (Chris)
- c. Activities Committee (Mary/Cindy)
- d. Beautification Committee (Mary)
- e. Communication Committee (Cindy)
- f. Welcome Committee (Mary) – 3620 Crepe Myrtle, 1520 Amelia, 3625 Crepe Myrtle, more?

## **V. Special Orders**

- a. None

## **VI. Unfinished Business**

- a. Clearing of draining ditches – President / Secretary
- b. Bed maintenance - VP
- c. Sprinkler maintenance – Treasurer /VP
- d. Kendrick Fencing work start preparations – Communications (Secretary)
- e. Traffic Circle Lighting – President
- f. Tyler weed & Feed – ACC Chairman
- g. Preparations for Annual Meeting - Secretary

## **VII. New Business (need a motion on each to proceed with decision process)**

- a. Summons (1810 Amelia) Approval of Motion to Dismiss – President
- b. Registered Agent for Secretary of State - Treasurer
- c. Other new business

## **VIII. Adjournment**

St. John's Neighborhood Association  
 Treasurer Report  
 5/31/2020

Beginning Balance		\$	<u>42,549.75</u>
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Deposits

Deposits 5/6	\$	100.00	
Deposit 5/27	\$	225.00	
Interest	\$	3.37	
	\$	<u>328.37</u>	
		\$	<u>42,878.12</u>

Payments

Landscaping	\$	254.58	
Utilities	\$	28.39	
Utilities	\$	11.60	
Utilities	\$	16.98	
Utilities	\$	29.66	
Mark Harris - Signage	\$	113.13	
Cindy Prokop - Facebook Ad	\$	8.00	
	\$	<u>462.34</u>	

Ending Balance		\$	<u>42,415.78</u>
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SJNA CD 1	\$	10,066.67	
Interest - 5/1 thru 5/31	\$	13.20	
Ending Balance	\$	<u>10,079.87</u>	

SJNA CD 2	\$	10,025.85	
Interest - 5/1 thru 5/31	\$	-	
Ending Balance	\$	<u>10,025.85</u>	

Total Long Term Savings	\$	<u>20,105.72</u>	
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	\$	<u>62,521.50</u>	
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Beautification Committee Report  
Board Meeting June 4, 2020  
Submitted by Mary Humphreys

Olive Branch Landscaping was asked to submit a detailed proposal of what was necessary to assess and repair the sprinkler system along Tyler. The response was considered by the board inadequate and unacceptable.

Jeff Steinbeck was contacted and submitted an acceptable proposal. He met with Mary Humphreys and Larry Crowder to assess the system. He performed the RPZ test and sent the report to the Water Department and a copy for the SJNA file.

According to the agreement, he charged \$75.00 for the test and \$75.00 to evaluate the sprinkler system. He charged an additional \$30.00 for the nozzles which needed replacing. Larry Crowder paid him \$30.00 cash at the time for the nozzles. The board will vote for reimbursement for Larry's expense. Larry checked the sprinkler heads 6/4/2020 and two at the John Bryant bed were not operational. A call was placed to Mr. Steinbeck.

Mr. Steinbeck also determined the programmer which has been part of the system for approximately 20 years is broken and is not repairable. It will be necessary to purchase another current model in order to have a continually, properly working system. His quote was \$160.00 for a Rainbird programmer with \$100.00 for labor to install it.

Receipts and estimates were given to the board.

The timers at the traffic circles need the batteries replaced. Olive Branch Landscaping had committed to do that. As of today, it has not been done.

The roses in the Irby/Poteete traffic circle are infected and continue to die. They must be replaced by a plant that is not a rose. The virus is specific to roses.

I contacted several landscaping companies: Buzz Landscaping, Pro Mow, Southern Lawn and Landscaping, and Evans Landscaping. Two companies submitted bids for maintenance on our common areas. These bids were made available to the board. The board has an opportunity to save money for the community and some individual members by accepting a bid from Natural State Landscaping. These bids will be on file on the web page.

Keel Irrigation quoted a price of \$145.00 plus tax for a Hunter outdoor programer that could be put in by a board or community member.

Consultation with Lowe's and Home Depot did not result in any method to make existing type of lights permanent without designing a system ourselves. A call was placed to Seller's Electric but no return call. No input from Olive Branch as requested.

Again, a request was made on FB for volunteers for the Beautification Committee, no response.

**Activities Committee**

Due to the Coronavirus 19, no activities have been planned for the immediate future.

**Welcome committee** - all but Smith on Crepe Myrtle have been visited.

Analysis of the 4 bids for Landscaping

Natural State Landscape had the most competitive price and the most services offered, with giving the SJNA free Power Washing of all Entrance ways and Brick (\$400 value) and additionally Removing the diseased plants in the Irby Street Traffic Circles and Moldy Mulch in the Tyler St. Beds (\$150 value) Natural State has also offered a healthy discount on services to Homeowners in the Neighborhood. Natural State was voted 3 to 2-with Mark Harris and Bob Darling in disagreement.

<b>Landscaper Decision Matrix</b>				
<b>Ranked in order 1=Highest to 4=Lowest</b>	<b>Weighting Factors</b>		<b>Price</b>	<b>70%</b>
			<b>Services Offered</b>	<b>30%</b>
	<b>Olive Branch</b>	<b>Natural State</b>	<b>Southern Lawn</b>	<b>Evans Lawncare</b>
Price	\$ 4,009.00	\$ 3,950.00	\$ 4,513.50	\$ 3,861.00
Grade 1-4				
<b>Price Score</b>	2	1	3	4
Schedule				
Grade 1-4	3	1	2	4
<b>Sched Score</b>	0.9	0.3	0.6	1.2
<b>Totals</b>	2.9	1.3	3.6	5.2
Total Cost for all services offered=Annual Contract add Mulch and Fertilizer and Misc.	\$ 4,009.00	\$ 3,950.00	\$ 4,513.50	\$ 3,861.00
<b>Annual Contract Total</b>	<b>\$ 3,055.00</b>	<b>\$ 3,000.00</b>	<b>\$ 3,323.50</b>	<b>\$ 3,564.00</b>
Monthly Payment	\$ 254.58	\$ 250.00	\$ 376.13	\$ 297.00
Mulch	\$ 454.00	\$ 450.00	\$ 700.00	Not Quoted
Fertilizing (Spring and Fall)	\$ 500.00	\$ 500.00	\$ 190.00	Not Quoted
<b>Additional Services offered</b>				
Powerwashing entrances	Not Offered	\$400 (free to us)	***Annual Contract Total is 4513.50 Includes all services listed. To compare with others, Annual Contract Value is \$3323.50	Not Offered
Removal of diseased mulch in common areas	Not Offered	\$150 (free to us)		Not Offered
seasonal Landscaping (optional)	Not Offered	\$750 per season (Spring/Fall)		Not Offered
Irrigation Maintenance	Not Offered	Not Offered		\$ 300.00
		Also offering discounts to neighborhood. Discounts for Veterans and Active Military.	Sprinkler / Irrigation Maintenance Offered only with this Bid	
			***4513.50-700.00-190.00-300.00=3323.50	

Natural State



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## **St. John's Homeowner's Association Lawn & Landscape Maintenance Proposal**

### **Term**

This proposal for lawn and landscape services between Client St. John's HOA (hereafter referred to as "Client, or Customer") and Jesse Jimenez, owner of Natural State Lawn & Landscape (hereafter referred to as "Contractor") is made and entered on or around June \_\_\_\_\_, 2020.

### **Location of Services**

Entryways into subdivision along Tyler St. and Irby Dr, and 2 roundabouts located within subdivision.

### **Scope of Services**

#### 1. Routine lawn maintenance:

- Mowing
- Weed eating
- Edging
- Spraying for weeds/weed removal
- Pruning flowering shrubs/trimming bushes

#### 2. Seasonal maintenance:

- Fall
  - Winterization of sprinkler system (entry of subdivision)
  - Leaf removal

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- Spring
  - Mulch installation generally once per year: \$450 collected during month of application
  - *Due to the current condition/state of areas outlined in contract (over mulched areas with evidence of mold in entryways), Contractor will mulch bed areas at beginning of contract and start routine mulch in Spring 2021. The removal of diseased mulch and cleanup of mulched areas will be offered free as first service.*
- Other Services Offered
  - Power washing: Both Tyler street point of entries and St. John's entryway sign on Irby drive; free of charge for first application with acceptance of agreement (\$400 value). Recommended application of power washing is once every 18-24 months, billed as seasonal ad hoc upon vote by the Board.

### Frequency of Services

Regular lawn and landscape maintenance will be performed on a weekly basis during peak season (March-September) and as needed with a minimum of once per month during off season (October- February).

Mulch installation: once per year, in addition to removal services annotated above.

Fertilization of bed areas twice per year, \$250 per application collected during months of application, generally April and October.

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### Terms

The Customer and Contractor hereby agree to the following terms:

1. The Customer will grant the Contractor access to the lawn during regular business hours Monday – Saturday (7:00am – dusk) CST and additional mutually agreed upon times.
2. The Contractor will provide all labor, material and equipment to perform the services in accordance with the requirements herein specified.
3. Customer will pay Contractor for regular maintenance services performed for St. John’s subdivision in 12 monthly installments of 250.00, payable to Natural State Lawn and Landscape by the 1<sup>st</sup> day of each month.
4. Customer will pay Contractor for additional maintenance or repair that may become required for the property mentioned to sustain an acceptable appearance. The Contractor shall bill the Customer for the cost of work that is above and beyond what is considered reasonable and customary of the terms of this agreement (hereafter referred to as “ad hoc”). Examples include the Board of Directors voting to add seasonal color to entryways and roundabout areas, planting new trees in the entryways of the subdivision/replacing rock in entryways, etc.
5. Review of services: Natural State Lawn and Landscape strives to provide the highest quality services and understands that success for our customers requires the opportunity for effective communication between both parties to ensure our clients are satisfied with our performance. Upon start of contract terms, Natural State Lawn and Landscape requests quarterly feedback (positive and constructive) by the Board, delivered via face to face or electronically at [natstatelandscape@gmail.com](mailto:natstatelandscape@gmail.com).
6. Termination: Either party may terminate this agreement at any time by supplying a written notice of termination on a specified date to the other

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party, with at least 45 days' notice prior to the stated date of termination.  
This agreement shall be renewed automatically annually.

In agreement to the above-mentioned terms the Customer and Contractor sign below:

**Applicable Law**

This contract shall be governed by the laws of the State of Arkansas in Faulkner County and any applicable Federal Law.

Signature of customer

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Date \_\_\_\_\_

Signature of contractor

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Date \_\_\_\_\_

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### **Addendums/Ad Hoc Projects for Review and Subsequent Voting**

**i** *Natural State Lawn and Landscape believes in transparency with our clients as the foundation of our business. The following Addendums are provided for review by the Board as potential ad hoc opportunities for St. John's residents.*

*The following is NOT a requirement to agreement to above proposal, but individual opportunities to enhance the residential aesthetics in your neighborhood.*

#### **Addendum A: Removal of Diseased Plants/Cleanup**

- Removal of rosebushes in roundabouts affected by Rose Rosetta disease a.k.a. witches'-broom disease in common areas and roundabouts.
- Testing of soil provided by Natural State Lawn and Landscape within 45 days of contract start date-**free of charge.**
- Results and further recommendations will be provided to the Board upon receipt of soil testing to assist in the community's future landscape planning to prevent fungus or other diseases. We understand the importance to understand and communicate to our clients the state of current soil and any potential plant liabilities. There is no requirement to treat based on any recommendations given-we merely want transparency to offer the Board and the residents of St. John's regarding the health of your showcased areas.
- Cleanup of ornamental grasses.
- Mulching of common areas and roundabouts

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### **ADDENDUM B: Spring & Fall Landscaping/Seasonal color**

- Seasonal color includes the following areas:
  - Roundabouts
  - Entryways
  - Other areas as designated by the Board
  - Fall landscaping generally includes pansies with tulip/daffodil bulbs planted below which will surface in the spring.
  - Spring landscaping includes heat/drought tolerant annuals.

### **DISCOUNTS TO ST. JOHN'S RESIDENTS**

- New residential annual agreement residents receive first 2 lawn services FREE. To include, mow, edging, blowing cut grasses from paved areas, and weed eating.
- 20% off for ALL VETERANS AND ACTIVE MILITARY for all landscape services to include: flowerbed cleanup, mulch, and planting seasonal color.
- 15% off (up to 50.00 value) for new residential flowerbed cleanup, planting seasonal color, and mulch.
- Free landscape/lawn/flowerbed consultations to all St. John's residents!



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## Pricing

- Standard maintenance fee: \$3,000 collected in 12 installments of \$250
- Seasonal mulch: \$450.00 (in spring)
- Semi-annual fertilization: \$250.00 per application (spring and fall)
- Services offered by our company to you free of charge upon acceptance of proposal include:
  - Power washing entrances, common areas: \$400.00 value
  - Removal of diseased mulch in common areas: \$150.00 value
- Seasonal landscaping (optional): \$750.00 in spring, \$750.00 in fall

If you have questions on this proposal, feel free to contact Jesse and Sarah Jimenez at 501-514-8804 or [natstatelandscape@gmail.com](mailto:natstatelandscape@gmail.com). We look forward to meeting the Board at your June 4<sup>th</sup> or July 2<sup>nd</sup> meeting for voting and connecting with residents as your new preferred provider for landscape services.

Respectfully Submitted,

Jesse and Sarah Jimenez

Natural State Lawn and Landscape

# Scope of Work

St. Johns POA

Conway, AR

## Mowing

- Services will be conducted weekly (April – Oct) Monthly (Nov – March)
- Weather may impact the frequency of service from time to time.
- All trash and debris will be removed before mowing each service. In Season and Off Season
- Trash will be disposed of by SLS
- In Season services – line trimming will be done including weed eating, and edging all sidewalks and curbs
- Each visit all hardscapes pertaining to landscaping will be blown off (curbs, sidewalks, patios – anywhere that grass or leaves have blown)
- Leaf removal will be conducted 4 time each year in the off season.
- Services to include weed control in entrance beds and circle beds on Irby

## Trimming

- 2 hard cutbacks will be conducted during each year
- 1 in spring (February/March) and 1 in fall (October/November)
- Each Hard cut back will be to allow each plant optimal health and presentation
- Trimming/Pruning will be conducted during each visit as needed to provide optimal presentation
- Trimming includes conventional shrub and tree trimming (Fence lines are NOT included in scope)

## Mulch

Will be installed 2 times each year.

Usually in March / April and in Sept / Oct

Dark hardwood mulch will be used. Installed at 2" depth in existing bedded areas and tree rings

## Irrigation Maintenance

- Conducting 2 times per year
- Start up in Spring – system turned on and all zones and heads checked
- Winterization in Fall - Backflow system removed and given to site supervisor for storage
- Repairs needed will be reported and quote submitted for approval

**Southern Lawn Service, LLC  
Contract of Landscape Service**

Company: St. Johns POA - Mary  
Site Name: St. Johns POA  
Address: Tyler St, Conway, AR 72034

**Term of contract**

Period: \_\_\_\_\_, 2020- \_\_\_\_\_, 2021 - 12 month levelized billing contract  
Contract will automatically renew unless otherwise discussed.

**Description of services**

Services in this contract are outlined in the "scope of work" and "the proposal"

**Warranty**

Provider shall provide its services and meet its obligations under this Contract, Scope of Work and the Proposal in a timely and workmanlike manner.

**Termination**

Either party may terminate this contract with due cause with a 30 day written notice.

**Billing and Payment**

Both parties agree to a 12 month levelized price noted on the proposal of **\$376.13** plus all legal applicable taxes that apply to be paid each month for 12 months of the term of contract.

Monthly Payment = \$376.13 plus tax

Yearly Payment= \$4513.50 plus tax

Invoices will be sent out at the end of each month. Payment is due 30 days from date on invoice. Payment not received within the 30 days after each dated invoice may be subject to late or administrative fees.

Persons signing Below is in agreement of this entire document.

Southern Lawn Service


Company: \_\_\_\_\_

Title: Owner

Title: \_\_\_\_\_

Print Name: Jeff Choate

Print Name: \_\_\_\_\_

Signature: 

Signature: \_\_\_\_\_

Date: 5/27/2020

Date: \_\_\_\_\_

- This include back flow tested one time each year by a certified technition.

#### Flowers

- Flowers can be quoted out upon request each spring and fall

#### General

- Each service will be conducted at a time to not disrupt customer flow. Our goal is to not interrupt high traffic time
- Each service will be overseen by a SLS supervisor
- Quarterly visits will be conducted by owner
- All insurance documents will be provided including for snow plowing and workers comp

# Lawn Care Proposal

southernlawnservcie@live.com

Contact:

Jeff 501-514-3463



Name: Mary  
 Address: St. Johns POA  
 Location: Tyler / Amelia Tyler /

Jan Feb March April May June July Aug Sept Oct Nov Dec Total

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
<b>Off Season</b>	\$ 95	\$ 95	\$ 95								\$ 95	\$ 95	\$ 475
Off Season (bi-weekly)													\$ -
Spring Clean up													\$ -
<b>Flowers</b>													\$ -
Spring													\$ -
Fall													\$ -
<b>Weed Treatment</b>													\$ -
Weed/Feed													\$ 285
Fertilization													\$ 190
<b>In Season Mowing</b>													\$ -
Weekly													\$ 2,565
Bi-weekly													\$ -
<b>Irrigation Maint</b>													\$ -
Spring													\$ 180
Fall													\$ 120
<b>Trimming</b>													\$ -
Spring													\$ 250
Fall													\$ 250
<b>Mulch</b>													\$ -
Single													\$ 350
Double													\$ 350
<b>Mowing Service Acre</b>													\$ 5,015
Bedded Sq Ft													\$ 502
Number of Shrubs													\$ 4,513.50
Number of Trees													\$ -
Mulch Type	Dark Hardwood												\$ 376.13
Signature													\$ -
Total Yearly Service \$ 5,015 Contract 10% Discount \$ 502 Total Yearly Cost \$ 4,513.50 Monthly Cost \$ 376.13													
Price does not include sales tax													



# EVANS LAWN CARE, LLC

"Exceptional Service, Distinctive Results"

## Contract For Services

St. John's Subdivision

Tyler St. & Irby St.

Conway, AR 72034

Attn: St. John's POA

Re: Proposal for grounds maintenance of common areas at St. John's Subdivision (Along Tyler St. and 2 roundabouts on Irby St.)

### **Mowing Maintenance:**

- Mow all grassy areas in common area along Tyler St. on a weekly, as needed basis during the growing season. No more than 1/3 of the total height will be removed at one given time.
- Trim all turf areas around the trees, fences, rocks, other miscellaneous objects, and all areas where mowers cannot be used on a weekly, as needed basis during the growing season.
- Edge and trim all turf areas after each mowing to ensure a neat and consistent appearance. These areas include but are not limited to, areas along the walls, fences, foundations, curbs, sidewalks, paths, trees, shrubs, poles, or any other object or structure within or bordering the designated turf area.
- Prior to each mowing all paper, trash, and any other debris will be removed from turf areas.
- All sidewalks, curbs, parking lots, streets, and other hard surfaces will be kept free of grass clippings, leaves, litter, cigarette butts, mulch, trash, and any other miscellaneous debris on a weekly, as needed basis. These objects will be picked up and removed from the property.

### **Shrub Bed, Tree Wells, & Plant Materials Maintenance:**

- Shape, trim, or shear all trees, shrubs, hedges, and groundcover to maintain a desired shape and function, and to keep a neat and trim appearance on an as needed basis, up to 4 times a year.
- Remove broken or dead branches as needed and keep all trees, shrubs, etc. clean of water sprouts, suckers, vines, and any other undesirable growth.

- All trees, shrubs, and ground cover will be trimmed, pruned, or cut back to prevent encroachment into trees, shrubs, buildings, fences, or any other area or object that is undesirable for encroachment
- All trees, shrubs, and ground cover will be trimmed, pruned, or cut back to prevent encroachment into trees, shrubs, buildings, fences, or any other area or object that is undesirable for encroachment including the edges of hard surfaces and bed areas.
- Weed control and debris removal will be performed on a weekly, as needed basis in all flower and shrubbery bed areas. The use of pre-emergent and post-emergent herbicides will be used to aid in weed control in all flower and shrubbery bed areas. Weeds will be pulled and removed from property after herbicide is applied and plant has died. Bed edges will be kept clean and well defined to maintain a clean and consistent appearance.

**Hard Surfaces:**

- All sidewalks, curbs, parking lots, streets, and other hard surfaces will be kept free of grass clippings, leaves, litter, and other debris. These objects will be collected and removed from property on a weekly, as needed basis.
- All sidewalks, curbs, parking lots, and other hard surfaces will be kept free of undesired vegetation. Vegetation in these areas will receive a herbicide application and removed from property once they are dead.

**Miscellaneous:**

- All windfall, broken, or dead limbs and branches will be removed from the property on an as needed basis.
- St. John's POA will be notified of any significant tree hazards including but not limited to, dead trees, broken limbs (above 10' high), disease and insect infestation, and any other hazard that could damage the property and/or any structure on or bordering the property.

**Schedule:**

- Weekly, as needed service will be delivered throughout the growing season and as needed service will be delivered during the dormant months.
- Periodic spot checks will be made between service visits to remove trash and debris to keep the property looking nice and neat.
- Weather conditions may affect our schedule.
- Any additional services other than those listed above will be negotiated separately on an as needed basis.





**Term:**

- This service contract is for the 2020-2021 year beginning on the designated date and continuing for one year at which time it will expire.
- If early termination of this contract becomes necessary there will be a required 30 day written notice from the party requesting cancellation, at which time services will continue. Final payment will be due on
- If early termination of this contract becomes necessary there will be a required 30 day written notice from the party requesting cancellation, at which time services will continue. Final payment will be due on date of cancellation and will be prorated to reflect any unpaid service that otherwise would have been paid out through the life of the contract.

**Insurance:**

- Evans Lawn Care, LLC maintains all licensees and insurances to operate a full service lawn care company on residential and commercial grounds including, a \$2,000,000.00 minimum limit Commercial General Liability insurance policy, a \$1,000,000.00 Commercial Auto insurance policy, a \$1,000,000.00 Commercial Umbrella insurance policy, Worker Compensation insurance, and a Class 4 Turf and Ornamental Pest Control license.
- Evans Lawn Care, LLC is a good standing member with the Conway Area Chamber of Commerce and has an A+ rating with the Better Business Bureau.
- Evans Lawn Care, LLC presently has a perfect safety record since establishment in 2003.

**Cost for this service:**

**\$297.00 monthly \$3,564.00 yearly (5% discount if paid in full on contract start date)**

**Prices subject to sales tax**

This cost includes all equipment, materials, and labor necessary to complete this job.

As a graduate from UCA's Business Administration Program and Harding University's Masters of Business Administration Program I understand the importance of dependable, professional service. Your property's appearance will be top priority and I will strive to accommodate all of your lawn care needs. If any portion of this proposal is unacceptable or you have additional requests, I will be happy to further customize this lawn care plan. Thank you for the opportunity to bid this work!

Response to summons-1810 Amelia Dr.

IN THE CIRCUIT COURT OF FAULKNER COUNTY, ARKANSAS  
20<sup>TH</sup> CIRCUIT DIVISION 3

ARI-ARKANSAS RESTORATION V FREDA E STRINGER, ETAL

23CV-20-593

MOTION TO DISMISS SJNA AS DEFENDANT

THE STATE OF ARKANSAS TO PLAINTIFF (ATTORNEY):

Ashley D. Peoples  
2228 Cottdale Lane  
Suite 220  
Little Rock, AR 72104

In a summons dated 5/19/20 ST. JOHN'S NEIGHBORHOOD ASSOCIATION (SJNA) was named as a DEFENDANT in a case filed against Freda E Stringer. The Attorney for the Plaintiff filed the complaint to recover a debt incurred by the residents of 1810 Amelia Drive, Conway, AR; a property within the neighborhood of ST. JOHNS. SJNA has an existing lien on this property for failure of the owners to pay annual fees. The First Cause of Action (paragraph 25 page 4) references our Notices of Lien filings which pre-date this complaint. The Plaintiff's attorney asserts in paragraph 32 of the same that this new lien is paramount to SJNA's lien. Presumably this is the reason for naming SJNA as a DEFENDANT in this case.

The first cause of action incorrectly (paragraph 32, page 5) references Ark. Code Ann. § 18-44-110 as a basis for establishing ARI's Lien as paramount; thereby taking precedence over SJNA's Lien filings. Ark. Code Ann. § 18-44-110 paragraph (c) states:

(c) The lien for labor performed and materials or fixtures furnished, as provided for in this subchapter, shall have priority over all other encumbrances that attach to the real estate or improvements thereon subsequent to commencement of construction or repair.

Clearly the statute allows for precedence of liens over subsequent encumbrances. Since SJNA lien predates ARI's claim, precedence of ARI's claim is not supported by this statute as asserted by the Plaintiff's Attorney. Had the statute intended as asserted it would have clearly so indicated as evidenced by statements in other sections of the code. For instance, § 18-44-303 (c) states:

(c) The lien provided for shall attach in preference to any **prior** or subsequent lien or encumbrances, including materialman's liens, or mortgages, or assignments of interest, or bills of sale.

Based on the fact that SJNA's lien was filed prior to ARI's claim, SJNA Moves to Dismiss SJNA as a defendant in the referenced case and maintains that SJNA's lien takes precedence over ARI's claim.

Signed on the behalf of SJNA,

Mark Harris  
President SJNA Board

# St. Johns Neighborhood

P.O. Box 10391

Conway, AR 72034

[www.sjna-conway.org](http://www.sjna-conway.org) Email: [sjna2018@gmail.com](mailto:sjna2018@gmail.com)



Dear Neighbors,

We hope this newsletter find you and your families well. As we adapt to the life during this pandemic, we want to reassure our neighbors that we are doing our best to ensure the quality of life here in St. John's. We are greatly encouraged by the many stories of neighbors helping neighbors during these difficult times. Please use our Facebook page to communicate with one another and give a hand when you are able.

Warmest Regards,

The SJNA Board

## Annual Meeting

Info about Annual Meeting Here

## Board Position Vacancies for 2020

The position of President and the Architectural Control Committee Chair are up for election this year. These positions are 2 year long term.

To be eligible for consideration for these positions, nominees must be members in good standing as expressed in Article I, Membership of the SJNA By-Laws.

## Nominating neighbors for Board positions and voting

Info here

## Upcoming Events

**June 1**

### **Annual Dues Notice Sent**

Annual dues are \$50

**July 1**

**Annual Dues Due**-Late fees will be assessed after 10-1-20

**July 16**

**Annual Meeting**-Time & Place TBA

## Important Announcement

**Board Positions open for nominations:** President & Architectural Control Committee Chair

**Nominations Due:**

**How can you vote:**

**Voting will occur:**

## Committee Updates

### Beautification Committee

We are working on getting the neighborhood beds cleaned up, mulched and fertilized. The committee is also working with the board to fix some of the issues with sprinklers along Tyler Street and in the beds on Irby. The lighting at the Irby and Poteete bed is requiring repair and replacement due to theft.

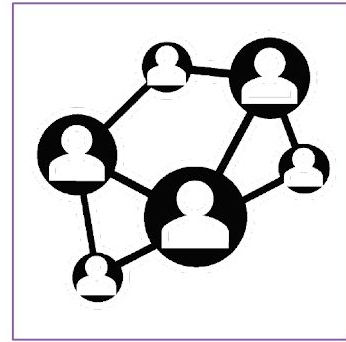
Kendrick Fencing will be replacing the fence along Tyler St. and good news, work will commence very soon! We will be notifying affected homeowners as soon as we know the dates.

### Activities Committee

We surveyed neighbors in our Facebook group and it was determined that due to the nature of our current situation with Covid-19, we will postpone the annual Garage Sale (usually the 1<sup>st</sup> week of June) and look for options to schedule one this Fall.

### Safety Committee

The safety committee has been working hard to determine the best means to calm traffic in our neighborhood. We have had our speed bumps repainted for higher visibility. The committee is also looking to replace and in some places add signage for Speed Limits and Speed Bumps-this requires assistance from the City of Conway, which we have been in close contact with. The board approved spending on a new Speed Radar sign to be installed on John Bryant Drive, estimated this summer/fall.



## Connect on the Web

### SJNA Website

The SJNA website can be found at:

[www.sjna-conway.org](http://www.sjna-conway.org)

The website provides links to important community resources, minutes from monthly SJNA meetings, and important documents such as covenants and restrictions. Plats of survey of each phase can be found on the site. It also provides contact information and means to communicate with the Board. Any important newsletters, flyers, or event information will be added as well.

### Facebook Pages

Follow us on Facebook

**[St. John's Neighborhood Watch \(Conway, Ar\)](#)**

**[St. John's Neighborhood Association-Board](#)**