

San Ignacio Vistas, Inc.
Homeowners Association Minutes Board Meeting –
October 19, 2020
Approved via email 10-24-20

The meeting was held at 1764 W. Vista Ridge Drive. A quorum of the board was present: Marianne Bishop, Joyce Bulau, Jeff DeVaney and Glen Seela.
Homeowners: Carrie Bashaw, Laurie Bundy, Larry Engel, and Hank & Sara Pedersen.

The meeting was called to order at 2:30 PM

1. PRESIDENT - JOYCE BULAU

The President welcomed the Homeowners and asked if there were any concerns that they were bringing to The Board. One homeowner asked about the large sign on the hill overlooking Frontage Road. This is on the agenda for this meeting. Joyce mentioned that Shelli Knopik had resigned from the Board and asked if anybody present would be willing to fill this position. Three people expressed an interest and it was suggested that anyone interested in being on the board provide their bio. A ballot will be distributed to our membership prior to the Annual Meeting in March.

2. TREASURER – MARIANNE BISHOP

A financial statement ending September 30, 2020 was reviewed. (Attachment A) Our holdings in the Vanguard Total Stock Market were exchanged for the Wellesley Fund, which is 60% bonds and 40% stocks. The draft budget for 2021 was presented. This will be an item for the November board meeting.

3. SECRETARY – MARIANNE BISHOP

To date we have had 11 homes sell in 2020.

Marianne Bishop and Glen Seela terms are up in 2021. We need to know if they are willing to stay on the board or if we need to find replacement(s) to appoint or put on a ballot for the annual meeting.

GVR has tentatively reserved March 2 , 2021 for our annual meeting . GVR has set a maximum attendance of 50 people, therefore only one person from a household will be permitted. More details forthcoming at the end of November.

4. ARCHITECTURAL COMMITTEE – JEFF DeVANNEY – Chair

Jeff DeVaney presented his Monthly Report (Attachment B) Jeff participated in a ZOOM meeting sponsored by the GVC , where they shared their mutual concerns. During the meeting he was advised that the membership fee was being increased from \$9.50 to \$12. The Board agreed that this money is well spent as GVC is our quasi government and provides great service to Green Valley.

5. MAINTENANCE COMMITTEE – JOYCE BULAU - Chair

Joyce presented the report for Roads and Landscape. (Attachment C)

A MOTION was made, seconded, and unanimously passed to accept the 5-year bid from Felix Landscape. (Attachment D)

6. CONTINUING BUSINESS - None

7. NEW BUSINESS - None

8. ADJOURNMENT

With no further business to be conducted the meeting was adjourned.

The next scheduled meeting is November 16, 2020 to be held at 4935 S View Ridge Drive.

Respectfully submitted,
/s/ Marianne Bishop, Secretary

11:02 AM
10/1/2020
Cash Basis

ATTACHMENT A

SAN IGNACIO VISTAS, INC.
BALANCE SHEET
As of September 30, 2020

ASSETS

Current Assets	<u>OPERATING</u>	<u>RESERVE</u>	<u>TOTAL</u>	<u>GAIN/(LOSS)</u>
120 · COMMERCE CHECKING	78,177			
1502 · COMMERCE RESERVE		29,783		
1516 · VANGUARD -WGNIX (MV=45,214)		44,850		364
Total Current Assets	<u>78,177</u>	<u>74,633</u>	<u>152,810</u>	
FUND BALANCES				
300 · Operating Beginning Balance	24,737		24,737	
3000 · Reserve Beginning Balance		581,961	581,961	
Net Increase/(Decrease)	53,440	(507,328)	(453,888)	
Total Fund Balances	<u>78,177</u>	<u>74,633</u>	<u>152,810</u>	

	Operating		Reserve		Total	
	Actual	Budget	Actual	Budget	Actual	Budget
REVENUE:						
400 · Assessments	103,056	103,056	20,064	20,064		
410 · Transfer and Document Fee	3,150	3,600				
420 · Operating Fund Interest	187	130				
430 · Other Income	15	0				
4200 · Interest & Dividends			28,392	11,000		
Total Revenue:	106,408	106,786	48,456	31,064	154,864	137,850
EXPENSES:						
Operating:						
Maintenance:						
500 · Yearly Contract	30,000	40,000				
501 · Invasive Grass	1,475	4,000				
502 · Tree Trimming	450	4,000				
503 · Utilities	240	550				
505 · Other Maintenance	2,737	4,000				
506 · Erosion Mitigation	0	3,000				
507 · Plant Replace	121	2,500				
5000 · Street Repairs			538,467	538,467		
5004 · Other Maintenance			1,817	2,000		
5006 · Erosion			15,500	15,000		
Total Maintenance	35,023	58,050	555,784	555,467		
Administrative:						
510 · Contract Service	10,287	13,716				
512.1 Trainee	218	4,000				
511 · Board	70	50				
512 · Legal	1,267	1,500				
513 · Communications						
513.1 · Computer/ Internet	1,298	2,000				
513.2 · Telephone	1,217	1,400				
513.3 · Office Supplies	11	50				
513.4 · Printing/Reproductic	331	2,300				
513.5 · Postage/Delivery	148	300				
513.6 · Record Storage	588	588				
Total 513 · Communications	3,593	6,638				
Total Administrative:	15,435	25,904				
Other Operating:						
521 · Insurance		3,500				
522 · Membership Fee - GVC	2,166	2,170				
523 · Taxes and Contingency	344	1,000				
Total Other Operating:	2,510	6,670				
Total Expenses:	52,968	90,624	555,784	555,467	608,752	646,091
NET REVENUE (EXPENSES)	53,440	16,162	(507,328)	(524,403)	(453,888)	(508,241)
Beginning Fund Balance	24,737	17,891	581,961	581,981	606,698	599,872
Ending Fund Balance	78,177	34,053	74,633	57,578	152,810	108,686

ATTACHMENT B

ARCHITECTURAL COMMITTEE (AC)
OCTOBER 2020 MEETING

In July 2020 we contacted Atty. McEvoy as to the validity of a letter between the owner of Lot 26 and Fairfield Homes (the developer of SIV). Our maintenance committee was under the false assumption that we were required to care for property behind this lot as it was designated as common area. Since 1997 the association maintained this property. Following is the legal opinion rendered by our attorney which was communicated to the owner of lot 026.

First, that letter is not an agreement. Even if there was such a verbal agreement, without evidence of a written acceptance by Fairfield or my client confirming such verbal agreement, the verbal agreement is invalid per A.R.S. Section 44-101 (5).

Second, even if there would be evidence of a written acceptance by Fairfield, such arrangement would not be binding on my client since Fairfield was the developer and not my client. A community association, such as my client, and a developer are separate legal entities, even though initially a developer controls the board of directors of a community association until such control is relinquished to the volunteer owners when the development project has matured.

Third, the October 10, 2013, letter from my client to Mr. Devine which states that "[t]here is evidence of a documented agreement" does not breathe legal life into the invalid verbal agreement.

Fourth, Section 5.1 (B) of the CC&Rs authorizes (grants the right, but does not impose the obligation) my client to maintain the landscaped portions of other areas (not Common Areas) between the Common Areas and rear patio walls.

The fact that my client may have so maintained such portion of Lot 26 previously does not obligate it to continue to do so in the future.

LOT	REQUEST DATE	REQUEST	ACTION	DATE
044	8-13-20	PAINT APPLICATION	APPROVED	8-13-20
044	7-16-20	RAMADA	APPROVED	7-17-20
049	6-3-20	RAMADA	APPROVED	6-5-20
049	4-7-20	RAMADA	APPROVED	4-9-20
050	6-15-20	RAMADA	APPROVED	6-60-20
097	5-4-20	RAMADA	APPROVED	5-4-20
110	3-10-20	FLAGPOLE INSTALLATION	APPROVED	3-10-20
127	2-16-20	WINDOW AWNINGS	APPROVED	2-18-20
127	2-17-20	SECURITY PANEL AND ENTRY DOOR	APPROVED	2-18-20
147	1-15-20	PAINT APPLICATION	APPROVED	1-24-20
152	9-25-20	PAINT APPLICATION	APPROVED	10-1-20

ARCHITECTURAL COMMITTEE (AC)
OCTOBER 2020 MEETING

LOT	REQUEST DATE	REQUEST	ACTION	DATE
161	2-28-20	PAINT APPLICATION	APPROVED	2-29-20
170	8-1-20	ROOF COATING	APPROVED	8-6-20
189	3-22-20	PAINT APPLICATION	APPROVED	3-23-20
207	10-8-20	SWIMMING POOL	APPROVED	10-11-20
207	7-27-20	PAINT REQUEST	APPROVED	7-29-20
214	12-23-20	PAINT APPLICATION	APPROVED	12-28-20
217	8-21-20	PAINT APPLICATION	APPROVED	8-21-20
222	5-27-20	OUTDOOR WATER FILTRATION SYSTEM	APPROVED	5-28-20

ATTACHMENT C
SIV MAINTENANCE COMMITTEE REPORT
October 19, 2020

ROADS:

Our Roads committee did a great job! It took 5 years of hard work. I am sure that Pat Imgrund now knows more about roads than anyone else I know. Many of our homeowners have let us know how much they like them. We did have an issue with a sub-contractor who was hired to finish off all the water shutoffs, their work was not up to the roads committee or the board standards. This issue was taken care of by Tucson Asphalt and they have been paid in full. I am sure that everyone noticed the "cone zone" at the Del Sol entry this past week. Century link is updating lines and they were going to be cutting into our new roads. Marianne and I discussed this with the onsite supervisor advising them that they would have to use Green Asphalt for any repairs not the regular blacktop which would cost them more \$\$\$\$. Well they decided to move the digging out to the county road and not cut any holes in our new road. Now we just need homeowners to keep their speed down to 20.

We had Cross Walk markings put on the road at the curve on Vista Ridge and View Ridge and install a cross walking sign on Vista Ridge

LANDSCAPING:

We have been working towards a more manageable landscape for our open areas for the past 4 years. With the removal of all cow's tongue cactus, most of the brittle bush and weeds from our open spaces. This effort has cut down on the number of calls we have received on packrats and snakes this year!! The HOT weather has caused more plant deaths than we normally see. We will be removing the dead and will be planting some new cactus and agaves on our hillside areas. Most of these plants will be donated by some of our homeowners. We have started this process and hope to have it completed by year's end.

Our landscaper has 3 to 4 men working one day a week on the open areas. Completing each street before heading to the next. In the past it has taken 3 visits to do each street. With the removal of the cactus, weeds and bushes it should only take 2 visits for general cleanup. The drainage rock areas on the hillsides and along road curbing require spraying 2 or 3 times a year. These two items take a little longer as we cannot spray on windy days. We have started our spraying of all rock drainage areas, curbs, and some weeds on the hillsides. We will be doing a special clean up on the north end of Harvest Moon where the dirt and weeds have built up so that the water cannot flow off the road. The hours for the Harvest Moon project will come out of our erosion account.

We will be doing our annual 10 foot clean up along the perimeter of our subdivision in December. We need to set a date for Annual Tree Maintenance. During this time, we address any written requests from homeowners.

Because of runoff, the hillside along Calle Tres below the large monument overlooking Frontage Road was regraded and large stone installed, and some cactus were planted to help stabilize the hill. Also, we had a large hole under the South Side of the monument filled with concrete. We removed 4 trees that were encroaching into the rock area. The monument was inspected, and the tile is in perfect shape. Some areas required stucco repair. This has been completed and the monument was repainted. Attached is a picture of the painted monument. We are in the process of having white powder coated letters made and these should be installed before the end of 2020. We also will be getting estimates for lighting the sign and this will be voted on by our members at our annual meeting in March.

We found one of the parking walls on Harvest Moon needs stucco repair. We will be getting bids for this repair and possibly repainting all of the walls and railings.

We had to replace the wiring for the Calle Tres Monument. Thanks to homeowners Mike Johnson and Randy Aronson who supplied labor, therefore this project was a minimal expenditure.

LANDSCAPE CONTRACT FOR 2021:

Since our **3-year** contract with Flex Landscaping is up at the end of 2020, went out for new bids from other companies.

COMPANY	MONTHLY	YEARLY	HOURS
FELIX	\$ 2,567	\$ 30,800	1232
Term: 5 yrs.			1 X WK CREW 3-8 HRS
MOCHOMO	\$ 2,400	\$ 28,800	1152
			1 X WK CREW 3-8 HRS
VALSCAPE	\$ 1,920	\$ 23,040	1 VISIT/WEEK

Mochomo's and Flex both have a provision to allow for renegotiation should the government increase the minimum wage.

MOCHOMO'S LANDSCAPING

References were checked, and those clients were all satisfied with his work. I also spoke with The Legends landscaping chairperson. His comment was that they were doing a good job, but he was not sure if they would stay or go back to Flex in April. They wanted to have a comparison and they liked them both.

VALSCAPE & MAINTENANCE LLG.

Most months have 4 weeks. If a month has 5 weeks there would be an extra charge of **\$480**. No hours or number of workers were provided, and no references were given.

FELIX LANDSCAPING

His contract is for a **term of 5 years** with a **cost of living clause**.

We have been happy with Felix response to our many requests during these past years. He lowered the contract hours because of the removal of the cow's tongue and excess Brittlebush which makes our landscape easier to maintain. He has always been available for phone calls and site visits at no extra cost to us.

Respectfully submitted,
Joyce Bulau, Committee Chair



SAN IGNACIO VISTAS

Felix Landscaping

178 W Calle Bayeta
Sahuarita, Az 85629
520-248-3644

Maintenance Contract San Ignacio Vistas Homeowners Association

Covering: 1-1-2021 to 12-31-2025

Felix Landscaping ("Contractor") will provide San Ignacio Vistas Homeowners Association ("SIV") the Following:

1. The contract term is for a period of 60 months with the beginning date of January 1st, 2021 and an ending date of December 31, 2025.
2. The Contractor will provide 1232 hours of work over each 12-month period. The Contractor will be paid \$25.00 per man hour worked. The annual cost of this contract will not exceed \$30,800 and any extra hours must be approved by the maintenance chair.
3. Extra hours will be billed at \$25.00 per man hour.
4. For each year following the initial terms, unless the parties shall otherwise agree, the annual cost shall be increased by a percentage rate according to the cost of living rate. Also, there will be an adjustment in the per man hour rate if there is a minimum wage increase required by law.
5. Contractor will provide labor and equipment to perform any and all services specified in this contract.
6. Contractor will supervise the completion of such services needed to maintain a clean and quality appearance of the areas within the boundaries of SIV designated as areas to be maintained by the SIV maintenance chair.
7. Contractor shall meet with maintenance chair periodically to discuss maintenance schedule and priorities for that month. Contractor shall work through all common areas approximately every six weeks.
8. Payment: Payment shall be paid to the Contractor monthly. Contractor will submit invoice on the last day worked for that month, showing hours worked and payment is due within 5 business days of submitted invoice.

9. During the life of this contract, Contractor will maintain general liability and property damage insurance required by law. Insurance shall be as follows: Property Damage \$2,000,000; and liability Insurance of \$1,000,000 per occurrence.
10. Contactor agrees to indemnify and save San Ignacio Vistas HOA, its officers and agents harmless from and against any and all claims, liabilities, cost, expenses, and damages (including reasonable attorney's fees and cost) based upon, related to or arising out of the acts or omissions of Contactors or Contractor's employees or agents in the performing of Contractor's obligation hereunder.
11. This contract may be terminated by either party in the event of the breach hereof by the other party which termination shall be effective on the date specified in the written notice of termination, but not more than 30 days from the date of such notice. In addition, either party, without cause or reason, upon 30 days prior written notice, may terminate this contract.
12. Fertilizers, and other necessary materials needed for the regular maintenance of the common areas shall be supplied and applied by the contactor at no extra cost.
13. Landfill fees occurred by Contractor while performing normal maintenance shall be reimbursed by SIV
14. The Contractor is responsible for determining that his workmen are performing the services contracted for in the most effective manner and are using methods generally approved by professional landscape contractors.
15. Chemicals for spraying invasive grasses will be billed separately.

Scope of Work

1. Maintaining Cacti and plants by removal dead materials and low growing material so as not to attract packrat nests.
2. Control weeds in designated common areas by the use of approved chemicals and/or hand methods.
3. Keep main drain and silt collectors free of accumulated debris so as not to impair their function.
4. Sweep and remove excess debris and dirt from streets, mailbox pads and parking areas.
5. Eradication of Desert Broom and Buffelgrass in all common areas is an objective.

6. Controlling grass and weeds in rock drainage areas.
7. Controlling grass and weeds in the sidewalks and between the edge of curb and pavement.
8. Grass shall be cut as needed.
9. Entrance monuments shall be inspected and maintained once per week.

Any erosion projects requiring extra work the Contractor will submit a bid containing details covering labor and materials.

This contract does not include projects such as rocking or landscape installation projects. Any additional work not covered by this contract will be billed at \$25.00 per hour or on a cost estimate.

This Agreement shall be governed by the laws of the State of Arizona and constitutes the entire agreement between parties regarding its subject matter.

This contract is made as of this _____ day of _____ 2020

By _____
 Armando Felix, Owner
 Felix Landscaping

By _____
 Joyce Bulau, President
 San Ignacio Vistas HOA

ESTIMATED COST OF LIVING		
YEAR	CONTRACT	3%
INCREASE		
2021	30,800	
2022	31,724	924
2023	32,675	951
2024	33,655	980
2025	34,665	1010