

Board Meeting Minutes 2/21/2018

In attendance: Barry Spangler, Anne Street, Melissa Pandin, Jeff Pandin, Emma McAlary, Liz Yap, Chrissy Daley, and Marissa Hull.

Meeting commenced at 6:35.

Barry went over the agenda. Our main agenda point tonight is to discuss the special points of the MOU specific to West Grove Park. He wants to be able to present it to the county soon.

He says he transcribed the old issues to the new MOU form.

Barry says he had nice talk with Lynwood and asked him if he wanted to attend the MOU meeting. They had a discussion about the dirt and mud. Lynwood was able to see the park this week says it is terrible and washing down into drainage system. Lynwood doesn't think it is necessary for him to attend the MOU meeting. He'll be briefed by staff.

Jeff says it was not entirely bad that he saw the muddy condition of the park this week. He says we need him to see how bad it has been when it comes time to fix the drainage situation.

Barry says his last few conversations have been very reasonable even with disagreements about the turf. He assured the Pack they both sides will come to some type of agreement.

Agenda Points

1) General Comments from Chair and ensuing discussion

Patio status—

McGee (Patio company) told Barry that they want all the money up front before they begin work on the patio under the shade structure in the south end of the park. Barry replied to an email from the company that West Grove's contract with them does not say that. It says we are supposed to give them half upfront (which we have done) and half on completion. Barry has not heard back from them yet. He wonders if it is because their lawyers are looking it over? Mark wants to know if there is a concern with using McGee. Jeff and Melissa say we should not have concerns. They have been dealing with them for years. Jeff surmises that they like to get supply orders all done at once. It is the freight that costs a lot of money—would be cheaper with it all on the same truck he says. Chrissy says they should be transparent about then and not delay the process. Barry will send the board an email when he gets in contact with them. The patio is scheduled to be done in **mid-March. The date in the contract said that it should be completed after Feb 15 and before March 15.** There is also a weather caveat. We had an excellent response from county when trying to get this project approved.

Closures-

It seems that we frantically open and close, open and close. Can we have a set plan for the upcoming months? County is getting more complaints on mud, not closures. Chrissy asks are we going to keep opening and closing? Or are we going to keep it closed for a number of months? Or are we getting stone dust? Jeff says stone dust is not a short term solution. We need to come up with something short term and long term. What is the solution?

Jeff says short term is what to do between now and planting seed, We are waiting for ground to get to 65 and the soil to get firm enough for equipment. The patio needs to be done first. No seed looking like it can go in before that.

Mark asks if it should be an event? Should we set a date for it to be closed for the long haul? Should we close it until it is time to open it after the grass has germinated and ready for it's first mow. Another issue, It is not entirely our decisions. The park authority also has a say. Jeff says that our agreement with the Park Authority says that we have the authority to close it. Barry says its a handshake agreement. Jeff says it was put in writing in 2014. Anne says park authority only says we can't close both sides. They say always keep north end open.

Jeff asks should we vote on indefinite closing in preparation for grass? Barry says we've tried to keep the south end open as much as possible, but the weather and dog traffic has caused a lot of damage.

Marissa says all the email about it this has been frustrating as a board member. She says it has probably been even more annoying and confusing for users.

Chrissy says that the bottom line is we have to protect the grounds for this year. It needs to stay closed until it is done. Maybe next year we can discuss another option.

For short term—Anne moves to vote to close the south end until grass is ready which means already seeded, germinated and had it's first mowing. We also need to get the patio put in first. May seems like the earliest everything will be done. Jeff says it could be longer because we are prisoners of the weather. However, the later it happens the faster it grows. He says someone will always get upset about whatever decision is made. He says we must keep in mind the balance between users who want grass in the summer and the users who want it open in the winter.

Anne says we should tell naysayers that this is what the board decided to do this year. She says we should invite them to run for board next time or come to general meeting and have their voices heard.

Jeff says anytime we've polled the members over 80% want grass in the south end. Most of the people who object to the closing don't know what it takes to have grass there.

Anne moves again to vote on closing the big end/ south end until grass the is ready. Chrissy seconds it. Everyone agrees. Motion passes.

Mark asks if its worth to get a sign to announce the closure? One of the board members can think about the exact wording.

Liz agrees with the sign. She says it needs to be at the entrance to the north end, which has very little signage. We should make the new sign for those gates and not where the gates are locked. It should be BIG! Board members will think about what to say over the next few days.

2. MOU -

Barry says he received a nice letter from Lizzy, administrator for the Director of the County Park Authority. She asked a few questions. How many board representatives do we want at the MOU meeting? Barry says we don't all need to go. He thinks maybe two or three of the board. He says they are leaving it up to us as to when we want to do this. He thinks the director will be hard to get outside of work hours. He will ask Lizzy if they are flexible. Could it be a weekend? Or evenings? They want to know where we would like to meet. Barry says the Park Authority board room is nice and functional.

Barry asked who has an interest in going to the MOU meeting? Mark and Barry say they will go and that Jeff doesn't need to be there if the two of them are there.

It is decided Mark and Barry will be going. Barry will follow up with Lizzy. He said he may decide that Anne goes too.

Who do we want to also be there? Barry thought liaison person would be Phil, but it sounds like Todd is the liaison person. He will follow up with Lizzy on that too.

Board starts to review MOU—particularly special provisions.

Anne mentions that there is a non sentence in the MOU. It is the park authorities mission statement.

Barry says on page three that he only modified the part where it says only a certain amount of money can be given to the park foundation. He says it is hard to get the funds back once the money is in. However, we should continue to put some small amount into it because they have a matching \$1000 that they can give us. Anne suggests that we could do this for trees or other small projects. Jeff is worried about using their vendors. Barry says we probably won't have to use their vendors for smaller amounts.

Barry explains that the rest of the first part is a basic Friends group MOU. He says its generic for any Friends group to fill. The Westgrove Pack is primarily responsible for page five onward.

Liz thanks Barry and Anne for all this hard work. She acknowledges that putting this together was a monumental task. We all give our appreciation for how hard they have worked on this.

MOU Special Provisions

West Grove agrees to:

1. No comments of questions.

2. Mark is concerned about the word “safe” We have to be very careful in what role we play in maintaining safety. Chrissy says the word safe is a little scary. Clean, neat and orderly is good. Jeff says it doesn’t scare him because any word in there is open to interpretation. Can we maintain perfect safety? No. Park users are subject to the clause that says they use the park at their own risk. At the end of the day we can’t be held responsible for things out of our control.

We have insurance says Anne. It is as much protection as any volunteer organization has. Our reasonable responsibilities are turf maintenance and drainage, etc. The users have a minimum acceptance of risk.

Barry says we are responsible for letting users know about park rules—ie having children in there. We can also tell them that the lady who fell did not fall because of the surface, she was knocked down by the dogs.

The county and the board realize that is is helpful for us to be the first line of communication for any dog complaints.

3. Any concerns about 3? No.

4. This is straightforward says Barry. Jeff asks if they will want more definition about coordination of projects. Barry says not really. They just want some idea of where we are headed. It doesn’t have to be a massive layout of the whole thing. Jeff says we don’t know exactly where we are going and hopes they see this as organic process. Barry says we just need a reasonable plan so they can “yay or nay” what the country will actually allow.

Barry acknowledges that Dave Bowden likes structure, but do need some flexibility. He thinks they are aware of that. We can give them a rough idea, but not the master plan that can’t be altered. Anne says we will never be able to give them a schedule due to our ability to raise money and the speed in which the county approves projects.

5. No one has questions.

6. We already let them know about fundraising activities. We are already transparent about budget and where our money is coming from.

7. This might be a sticking point for the county. Chrissy asks about what “individual projects means. Does this mean anything we do at all? Barry says it is more appropriate to say “capital projects.: Chrissy says we needs to say that then and Jeff says to word it more clearly. Chrissy says we should have a threshold under which we can just do a project without approval. Chrissy says if it's not a project and is not permanent we shouldn’t have to get permission.

Marissa says dollar amount and category of a project should be taken into account. The county doesn't want to be bothered with every little thing. Jeff says we need to figure out what we can do without county approval.

Jeff and Marissa say they like the term "permanent project." If it is removable then we don't need county approval. Barry says every time we've had a project the county asks if they can remove the project if it doesn't work out. The shade structure is a good example. The county's thoughts are if the pack is not there then they have to maintain as the county. They are worried about that.

We have to avoid situation where we are forced to use the county's acquisition process.

Marissa says that a "permanent structure" is anything that should last 5 to 10 years with regular maintenance.

Barry asks if we should have thresholds on permanent things like that? He thinks that projects that are day to day or not permanent shouldn't need approval (ie painting trash cans). Jeff says the county doesn't need or want a phone call each time we spread more straw or buy a new padlock. We need a clear understanding of what we can do on our own, what we can do with county approval using our own vendors and contracting process, and what is so major that we need to go through county procurement.

Anne asks what "limiting contracting" means. Barry explains that we will not sign a contract for a project for more than \$50,000 without county approval.. Anne says there is clearer way to say it.

A discussion of how we should word it ensues.

Marissa dictates what it should say "Limit West Grove Pack contracting authority to projects of less than \$50, 000 and obtain park authority project approval prior to the start of individual permanent projects. Maintenance of permanently installed projects will be the responsibility of the West Grove Pack."

Board agrees that we might get push back, but this wording is a good place to start. The pack will learn the county's definition when we run it by them.

The whole intention of number seven was to be able to do our own contracting.

More discussion of the meaning of our edited number seven follows with examples of past projects. Barry and Scott explain that the county contracting is always more expensive than when the Pack finds its own contracting.

FCPA:

1. We will weed whack near fence.

2. This doesn't preclude us from doing things ? No.
3. The kicker— It is a good way to write this , but the fall back position can be that we will help. If they want to provide labor/equipment, we can provide materials where is where this might end up. Heavy equipment will be needed and we can't do that. French drain solution? Pack can provide that kind of material. General discussion about other parks follows. Bottom line—we are always talking about mud. Let's fix it.
4. No questions or comments.
5. No questions or comments.
6. The county need to let Pack know if they are going to make major changes to the park—ie stone dust. One other clarification—-Mark asks about 'depended on funding." Barry deletes that part "funding"

3. Drainage -

Scott hands out maps. Explains that this project will have to be done with great cooperation from the county. They seem to be of the opinion that stone dust does cleaner run off, but this is not necessarily true. Scotts says that the park needs to be drained and regraded whether it is stone dust or grass. Jeff says he would prefer two stages: first fix the drainage, then determine the appropriate surface. Stone dust discussion follows—cheap, but not permeable.

Wood chips? Jeff says coupled with urine the wood chips grow fungus. Wood chips/wood mulch is not a recommended dog park surface.

Scott says the middle needs to be bowed. It has to point to storm drain. This project needs to connect in logical way. We are going to have to add dirt no matter what. Chrissy asks if we can prove to the county in writing and drawings that if it is done the way Scott proposes that it will be safe and viable. Scott says possibly. Anne suggests we should come up with two plans because the county is so violently opposed to connecting to storm drain. She suggests the board draws up a french drain map too. She says that the Pack should give them fall back position if they don't go with this proposed plan. Scott says they might only go for it is if we agree on stone dust. Barry says we might be able to suggest half stone dust. Scott says yes. Jeff explain that Leclair park has perfect drainage but the stone dust is still wet and messy. it sticks to everything.

Mark and Jeff say the drainage issue is separate from the surface issue. Scott says it can be separated, but it will not drain if we don't bow the surface which requires re-grading. Anne says can't solve without grading. Whichever plan is decided on the first we do the first step is re-grade and we need county permission ~~mostly because we can't afford to pay for it.~~

Scott says all these schemes work together. We just need them to let us do it!

Anne moves that we accept MOU as edited tonight. Jeff proposed we table the drainage until MOU is complete. It is our highest priority project.

Liz thanks Scott for hard work.

4. Treasurer's Report -

Our funds on hand are \$18,808.46 as the end of Jan. Jeff says when the time comes and we are ready to do our part of drainage that we have funds for that.

5. Other business -

Poop bags—ahead or behind? We are using more, but don't have the exact number.

Meeting adjourns at 8:04pm