



## West Neck Community Association

March 9, 2022

**To:** West Neck Board of Directors

**From:** Brett Campbell, CMCA, AMS, PCAM

**Re:** March Board of Directors Meeting

The Board of Directors of the West Neck Community Association will hold a meeting at 6:00 P.M. on Wednesday, March 16, 2022 at the West Neck Village Hall. If you are unable to attend the meeting, please e-mail me at [bcampbell@communitygroup.com](mailto:bcampbell@communitygroup.com).

- 
1. Call to Order 6:00 P.M.
  2. Pledge of Allegiance
  3. Homeowners Forum
  4. Voting Member Report(s)
  5. Approval of Minutes
  6. Financial Report
  7. Committee Report(s)
  8. Management Report
    - A. Review Annual Plan (2022)
  9. General Manager Report (VH&P)
  10. Old Business
    - A. Update Recreation Survey
    - B. Update W.C. Capital
      1. Status from our attorney on the lawsuit approved at the last Board meeting
      2. Discussion of any Association activity at the upcoming City-WC Capital hearing 4/22/22
  11. New Business
    - A. Sink Hole Repair at 2981 Cadence Way Proposals
    - B. Resurfacing of the Village Hall Pool-Proposal
    - C. Rosecrest Pond Maintenance Treatment Contracts
    - D. Proposal to Repair Flagpole
    - E. Response to Carrolton Voting Member's Request to save Association funding by not maintain golf course property along public road right of ways
    - F. Proposal to City of VA Beach for Signature Drive Sidewalks
    - G. Discuss of any Association-Royal Courtyard at West Neck relationship
    - H. Request Attorney Opinion Letter from our attorney as to the Association's right to withdraw irrigation water from the lakes on the Golf Course Property
    - I. Tasking of Finance Committee for 5- Year homeowner Assessment Projection
  12. Executive Session
    - A. Hold Due Process Hearing
  13. Adjournment 8:30 P.M.

# MINUTES

**DRAFT**

**West Neck Community Association  
Minutes of the Regular Meeting of the Board of Directors  
January 19, 2022**

**Board Meeting:**

Meeting was called to order at 6:00 pm at the West Neck Village Hall  
Meeting opened with a pledge of allegiance to the flag.

**Attendees:**

Hugh Stephens, President  
Chandler Calvert, Vice President & Secretary  
Bobby Ross, Treasurer  
Tom Luckman, Director  
Chuck McKinney, Director  
Nancy Hinton, Director  
Bill Rosenow, Director

Brett Campbell, Community Association Manager was absent

The meeting was an open meeting and approximately 70  
homeowners were present..

The President in his opening statement asked the Board to  
introduce themselves.

He also recognized Mark Heller for his Board service from October  
19, 2011 to Oct 17, 2021.

It was announced to all of the attendees that the meeting is being  
recorded.

### **Homeowners Forum:**

The floor was opened for homeowner's questions and comments.  
8 homeowners addressed the Board.

### **Voting Member Reports:**

A report was read by John Shumate of Rosecrest.

### **Approval of Minutes:**

- Chuck McKinney made a motion to approve the minutes from the November 17, 2021 Regular Board Meeting.  
Motion carried. Unanimous

### **Reports:**

- Financial report was given by Bobby Ross.
- Landscaping report was given by Chuck McKinney.
- General Managers Report VH&P was given by George Davis

### **Old Business:**

- A. Update Recreation Survey:

Approximately 430 surveys have been received.  
Survey will be reviewed and discussed at the next board meeting.

- **B.** 2022 Landscape Service Agreement:

Chuck McKinney made a motion to approve the 2022 Landscape Management services agreement from U.S. Lawns as presented. Motion carried. Unanimous

- **C.** Update W.C. Capital:

Hugh Stephens made a motion to discuss the W.C. Capital relationship with West Neck. Motion carried. Unanimous.  
No Board action taken.

### **New Business:**

- **A.** Presentation of Zoning Laws:

Tom Luckman gave a slide presentation on the history of the golf course development, zoning, ownership and who W.C. Capital is.  
No Board Action taken

- **B.** Update Community Golf Course Position-Letter to Mayor:

Hugh Stephens moved to discuss the letter. Motion carried. Unanimous.

Tom Luckman made a motion to approve the position letter from the association to the Mayor with typo corrections. Motion carried. Unanimous.

- **C.** Board Government Liaison Assignment:

Hugh Stephens to discuss the topic. Motion carried.  
Unanimous.

Hugh Stephens made a motion to assign Tom Luckman as a board liaison to the city. Motion carried. Unanimous.

- **D** Board Tasking Landscape Committee to Develop and Propose Community foot access alternatives to connect to the New West Neck Road Multi-Purpose path along with New Landscaping Entrance Plan

Hugh Stephens made a motion to discuss the topic. Motion carried. Unanimous.

Hugh Stephens made a motion to direct Tom Luckman to help draft a letter to the city requesting the city provide a connecting sidewalk to our existing sidewalk. Motion carried. Unanimous.

**8:10**

**EXECUTIVE SESSION:**

Hugh Stephens made a motion to move the Board into executive session to discuss legal matters. Motion carried.  
Unanimous.

**8:50**

Executive session was adjourned. Nothing was discussed other than matters within the stated purpose. Regular Business meeting resumed.

Hugh Stephens made a motion to approve the November 23, 2021 ARC application under appeal. Motion carried. Unanimous.

Hugh Stephens made a motion to approve the filing of a Lawsuit against W.C. Capital to enforce the provisions of the Declaration. Motion carried. Unanimous.

Hugh Stephens moved to adjourn the meeting. Motion carried. Unanimous.

**8:52 PM**

**Meeting Adjourned**

Respectively submitted,  
Chandler Calvert, Secretary

# **FINANCIAL REPORT**



## Brett Campbell

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**From:** bobross@cox.net  
**Sent:** Sunday, March 6, 2022 9:09 PM  
**To:** Brett Campbell  
**Cc:** Hugh Stephens; Beverly Mallard  
**Subject:** treasurers report 12/31/2021 and 1/31/22

[EXTERNAL EMAIL] This email originated from outside of Associa.

To: Board of Directors

December 31, 2021

Our auditors are diligently working on our annual audit and expect to be finished and to us by the end of April. 2021 was another difficult year with Covid, but it appears that the worst is behind us and we can look forward to a more normal 2022. We surpassed our budget for pool members by \$23K but the rentals were down and we had to refund \$12K of the rentals that had been prepaid. We fulfilled all our reserve account commitments for the year and a reserve schedule is included in your reports. The Association has \$1,086,479 in different reserve accounts. I have attached a copy of the Reserve Account Analysis report for your review. To Recap we now have \$276,329 in Operating Reserves, \$78,513 in Capital Improvement Reserves, and finally, \$103,192 in Insurance Deductible/Risk Management Reserves. These are all optional reserve accounts. The required Replacement Reserves account now totals \$628,445. So, we continue to be in a well managed very strong cash position.

Notes on the December financials. We always have a negative cash flow in December, and we budgeted to have a negative cash flow of \$3,517. However, there were a lot of expensive one-time charges that posted to December. Here's a small recap of those:

Legal - \$6,916 (WCC), Printing - \$3,548 (Coupon Books and Budget Mailer), Janitorial - \$1,852 (2 Months for West Neck Services so none of his charges would carry into 2022), Accounting/Audit - \$724 (Final 2020 Audit Invoice).

These impacted the month to cause a negative cash flow total of \$14,011. That poses no cash management issues, and we still ended up the year with a positive cash flow of \$34,947. Owners again prepaid dues in December. The total AP Homeowners for prepaid due rose to \$78,949, which pushed the operating account at PPB up to \$73,101. With the continuing litigation with WCC, we are likely to see more of these legal charges post in 2022. We did budget \$25,000 in Legal for 2022. It's just difficult to predict the costs on a month by month basis.

January 31, 2022

We were under budget for the month of January in the amount of 4,514.53. This was due to revenue being down 4,246 (rental refunds) and expenses being down 9,079 (administrative expenses/ mostly printing--- coupon books-postage-legal.

I would like to also note that with reference to our Reserve Account Analysis, most of the high earning CD's have been replaced with current rates (lower) and by this time next year all of them will be under 1%. The two at Langely Federal came due on 3/2/22 and they have been renewed at the same rate (.60), which is the highest I could get for a 12 month CD. Before the next BOD meeting I want to have a meeting with the

Finance Committee to explore any avenues they may have to increase the return on our reserves. Given the market conditions (subject to increasing), I don't think it is advisable to go out more than 12 months.

Respectfully Submitted

Bobby Ross

# MANAGEMENT REPORT

A. Review Annual Plan (2022)

**WEST NECK COMMUNITY ASSOCIATION**  
**Annual Plan**

January 2022 - December 2022

**CONTRACT RENEWAL/EXPIRATION**

- **Audit – Reviewed annually unless Board approves 3-year price guarantee.**
- **Landscape Contract w/US Lawns expires on 1/16/23**
- **Village Hall Janitorial Contract w/ Jan Pro expires on 2022**
- **Master Insurance Policy (Nationwide-The Mayo Agency) Renew-11/1/22**
- **Management Contract w/Community Group expires 12/31/22  
(Note: 60 day written notice of termination required)**
- **Village Hall Management Contract w/South Beach Community Management expires 6/1/23**
- **Village Hall Pool Contract w/Aquarius Pool Service expires on 12/31/23**

Scheduled Replacement Reserves

Item	2022 - YEAR 5	\$
100	CH dance floor panels allow	\$4,500
Total Scheduled Replacements		\$4,500

## **JANUARY 2022**

### **ACTIVITIES: BOARD MEETING (1/19/22)**

#### **GOALS:**

Organize files  
Meet with Board to approve Audit/ financials for audit  
Prepare 2021 files for audit set up 2022 files  
Discuss 2022 Preventative Maintenance Plan (including VH&P)  
Street light inspection  
Once a month lawn service

## **FEBRUARY 2022**

#### **GOALS:**

Review documents  
Review contracts  
Review data from files  
Work with auditor  
Once a Month Lawn Service

## **MARCH 2022**

### **ACTIVITIES: CA DAY BOARD MEETING (3/16/22)**

4/15/22 Deadline for tax returns

#### **CONTRACTS:**

Review website service agreement  
Lawn Service Weekly will begin  
Turf Application  
Street light inspection

## **APRIL 2022**

#### **GOALS:**

Lawn Service Weekly  
Review audit report  
Turf Application  
Tour community with landscape provider & landscape board liaison

**Architectural Inspections will begin April 1<sup>st</sup>. Inspections of the community will be determined by Management and the ARC Chairperson.**

## **MAY 2022**

### **ACTIVITIES: BOARD MEETING (5/18/22)**

**GOALS:**

Lawn Service Weekly  
Turf Application  
Plant Spring Flowers  
Street light inspection

**JUNE 2022**

**GOALS:**

Lawn Service Weekly  
Review Reserve Accounts  
Tour community with landscape provider

**JULY 2022**

**GOALS:**

Lawn Service Weekly

**AUGUST 2022**

**ACTIVITIES: BOARD MEETING (8/17/22)  
VOTING MEMBER MEETINGS (8/24 & 8/25)**

**GOALS**

Lawn Service Weekly  
Tour community with landscape provider  
Financial Committee Review (2023 Budget)

**SEPTEMBER 2022**

**GOALS**

Lawn Service Weekly  
Fall Turf Applications  
Review Insurance Policy  
Street light inspection

**OCTOBER 2022**

**ACTIVITIES: ANNUAL VOTING MEMBER MEETING  
BOARD OF DIRECTOR ELECTIONS (10/19/22)**

**CONTRACTS:**

Review 2023 pool service agreement (Village Hall)

**GOALS:**

Lawn Weekly Service  
Plant Fall Flowers  
Tour community with landscape provide

**NOVEMBER 2022**

**ACTIVITIES: BOARD MEETING (11/16/22)**

**GOALS**

Lawn Service Weekly  
Turf Application  
Approve 2023 Budget  
Order 2023 coupons  
Street light inspection

**DECEMBER 2022**

**GOALS**

Once a Month Lawn Service  
Mail 2023 coupons  
Grounds service as needed  
Write 2023 Annual Plan

**West Neck Village Hall Crawlspace Warranties provided by Virginia Foundation Solutions**

- |                                     |          |
|-------------------------------------|----------|
| 1. Crawl Space Encapsulation System | 25 years |
| 2. Perimeter Wall Insulation        | 25 years |
| 3. Interior Water Management        | Lifetime |
| 4. Exterior Water Management        | 25 years |
| 5.                                  |          |
| 6. Crawl Space Support Piers        | 5 years  |
| 7. Foundation Push Pier             | Lifetime |
| 8. Foundation Helical Pier          | 10 years |

Effective date: October 5, 2015

# **UNFINISHED BUSINESS**



**WEST NECK  
RECREATION COMMITTEE  
REPORT**

West Neck Community Association  
Home Owners Association Board Meeting

March 16, 2022

Frances D. Rayburn, Committee Chair

## **CONTENTS**

1. Recreation Committee Charter
2. West Neck Recreation Committee Members
3. Survey of Villages of West Neck Homeowners
4. Sample Sheet for Survey Tabulation Process
5. West Neck Recreation Committee Survey Results
6. Synopsis of the West Neck Recreation Committee

## WEST NECK COMMUNITY ASSOCIATION (WNCA)

### RECREATION COMMITTEE

September 14, 2021

**Background:** On August 18, 2021, the WNCA Board approved the establishment of a Recreation Committee as an ad hoc committee.

**Members:** Membership shall be open to all WNCA property owners in good standing. The goal is to have a minimum of eight (8) people serving on the committee with at least one member residing in each of the 8 villages (Arthur Parke, Blue Lake, Browningstone, Carrollton, Emerson Spring, The Grove, Rosecrest, Wordsworth). Committee members shall select a Chair and/or Co-Chairs.

The Village Hall General Manager shall be an ex officio voting member of the committee. A Board liaison will be appointed to serve on the committee and shall be a non-voting member.

**Purpose:** The purpose of the Recreation Committee is to develop and execute short-, mid-, and long-term plans and provide recommendations to the Board of Directors that promote recreational activities for West Neck homeowners on lands owned by the West Neck Community Association (WNCA).

#### **Roles and Responsibilities:**

- Work in conjunction with the Village Hall General Manager in developing recreation policies and procedures
- Develop a survey to be distributed to all West Neck homeowners to determine interest and gather feedback relative to new recreational activities
- Consolidate survey results and use survey feedback to inform decision-making
- Develop and monitor a plan of action in reaching recreational goals
- Assess needs and progress on a continual basis and make adaptive responses
- Prepare a budget, if applicable, which must be submitted annually to the Finance Committee for Board approval. The committee may not execute any agreements or contracts nor expend any funds on behalf of the WNCA without prior approval of the Board of Directors.

**Meetings:** The Recreation Committee will meet as often as it deems necessary to fulfill its purpose. The Chair, or designee, shall provide a written report, inclusive of meeting minutes, to the Board liaison and General Manager to update the Board prior to the next scheduled meeting.



## Recreation Committee

The Recreation Committee is a committee forming per WNCA Board meeting of August 18, 2021  
The WNCA Board approved the Recreation Committee charter resolution on November 17, 2021

Chair: Francie Rayburn  
Board Liaison: Bill Rosenow  
Recording Secretary: Shirley Harper (Back up: Anne Marie Sprague)  
Exofficio Member: George Davis, Village Hall General Manager

### *February 2022*

	<b>Name</b>	<b>Village</b>	<b>e-mail</b>	<b>Phone</b>	<b>Comment</b>
1	Alan Bearmore	Blue Lake	abearmore@gmail.com	404-7028	
2	Barb Cridlin	Wordsworth	barbinvb@gmail.com	214-1653	
3	Pat Dehart	Carrollton	pdehart@cox.net	615-7185	
4	Nancy Etzelmilller	The Grove	nkhetz0110@gmail.com	689-3869	Survey SC Chair
5	Earl Harper	Wordsworth	fishhooks1@cox.net	289-0171	
6	Shirley Harper	Wordsworth	sharper23@cox.net	644-8950	Secretary
7	Kate Johnson	Blue Lake	kateadamsj@gmail.com	434-3221	
8	Donetta Kuhle	Emerson Spring	d.kuhle@verizon.net	610-248-5282	
9	Melony Mack	Browningstone	melmack02@gmail.com	651-2213	
10	Beverly McCormick	Wordsworth	mack0124.bm@gmail.com	618-980-4619	
11	Connie Milne	The Grove	cicimilne@yahoo.com	703-728-8757	Landscape
12	Cathy Morrison	The Grove	grammycarp@yahoo.com	689-2526	ARC
13	Gale Perryman	The Grove	gale.perryman@gmail.com	301-385-7294	
14	Francie Rayburn	Emerson Spring	frnsdejute@cox.net	689-8915	Chair
15	Bill Rosenow	Wordsworth	bilmar63@gmail.com	231-233-0653	Board Liaison
16	Tim Ryan	Carrollton	varyans@cox.net	427-1451	
17	Thelma Shelton	Blue Lake	tpshelton@outlook.com	713-301-0763	Voting Member
18	Anne Marie Sprague	Arthur Parke	socrmom343@cox.net	831-3575	
19	Deborah Sroufe	Wordsworth	<u>dgsruofe@gmail.com</u>	675-8827	
20	Gary Stubbs	Emerson Spring	gphmre@cox.net	427-3503	
21	John Swann	Rosecrest	jswann56@hotmail.com	619-8621	
22	Don Tartoni	Arthur Parke	don@sbsvb.com	679-6462	

Note 1: Survey/poll subcommittee (SC) members: Nancy Etzelmilller, George Davis, Gale Perryman, Tim Ryan, and Francie Rayburn

Note 2: Village Members: Arthur Park (2); Browningstone (1); Blue Lake (3); Carrollton (2); Emerson Spring (3); The Grove (4); Rosecrest (1) and Wordsworth (6).

Note 3: Options & Analysis Teams (OATS)

OATS Team 1 (Low/Moderate Costs): Gale Perryman, Donetta Kuhle, Melanie Mack, Alan Bearmore, Barb Cridlin and Nancy Etzelmilller

OATS Team 2 (Substantial Cost): Pat Dehart, Bev McCormick, Cathy Morrison, Anne Marie Sprague, Gary Stubbs, John Swann

# LAND DEVELOPMENT – RECREATION AREA

## Let Your Voice Be Heard

On August 18, 2021, the West Neck Community Association (WNCA) Board established an Ad-Hoc Recreation Committee to survey homeowners regarding the development of recreational areas on lands owned by the WNCA. The Committee held its first meeting September 8, 2021. Initial land development suggestions are not limited to areas for activities such as: **Bocce Ball, Horseshoe Pits, Corn Hole, Shuffleboard, covered Pavilion, Dog Park, overflow parking, Tennis court that could double for Pickleball court, tables and chairs benches, a wellness walk or garden maze (Labyrinth), a nature or preservation area, multi-use areas for outdoor social gatherings and events, etc.**

The three (3) areas under consideration for recreational development are shown on the attached map as indicated with **Area #1, #2, and #3.**

*What's Important?* There are several steps to make this initiative a reality. First, we need every homeowner's input. To be able to move forward to a planning stage, this initiative must have homeowner support. If the survey shows support, the Recreation Committee will develop short-, mid- and long-term plans for submission to the Board. Using a variety of formats, we will update the community on the results of this survey and the Committee's work.

\*\*\*\*\*

### Survey of Villages of West Neck Homeowners

Please complete and return this survey no later than January 17, 2022, to help the Board understand community interest in the development of West Neck recreational areas.

**YES or NO** Do you support the development of WNCA land for recreational use(s)?

**YES or NO** Would you regularly use those areas? If yes, please circle one:

Weekly      Bi-Weekly      Monthly

What recreational activities are you most interested in? Do you have additional suggestions for the Committee? \_\_\_\_\_

**YES or NO** Are you in favor of having items, e.g. Bocce Ball, Badminton, etc., available for check out at the Village Hall?

**Family Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Please return your survey in the self-addressed envelope or drop it off at the Village Hall  
No Later than January 17, 2022.



# West Neck Villages Recreation Committee Survey Results



**FEBRUARY 2022**



# Background



- On August 18, 2021, the West Neck Community Association (WNCA) established an as hoc Recreation Committee
- Purpose of the Committee:
  - Survey homeowners regarding the development of recreational areas on lands owned by the WNCA
  - Provide every homeowner the opportunity to express their opinion and support for moving ahead with this initiative
  - If adequate support is achieved, plans will be developed and submitted to the Board for approval



# The Survey



- Surveys were mailed directly to West Neck homeowners the 1<sup>st</sup> week in December
- Additionally, 3 eNews publications had dedicated articles regarding the importance of completing the survey
- Surveys were returned via mail or dropped off at the Village Hall by January 17, 2022
- The following slides highlight the results of the survey questions asked

**Question:** Do you support the development of WNCA land for recreational purposes?



<b>Total WN Homes Surveyed</b>	<b>936</b>
Total number of surveys submitted	437
Percent of homeowners participating in survey	47%
Total votes <b>IN FAVOR</b> of developing the land for recreational purposes	345
Percent voting <b><u>in favor</u></b> compared to total surveys submitted	80%
Total votes <b>AGAINST</b> developing the land	86
Percent voting <b><u>against</u></b> compared to total surveys	20%



**Question:** Would you regularly use those areas?  
**Question:** How frequently would you use the areas?  
**Question:** Check out recreation items at Village Hall?



<b>Yes would regularly use</b>	<b>294/63%</b>
<b>No would not regularly use</b>	<b>118/23%</b>

<b>Weekly</b>	<b>B-Weekly</b>	<b>Monthly</b>
116	63	67

<b>Check out items at the Village Hall?</b>	<b>Yes</b>	<b>No</b>
	<b>289/62%</b>	<b>117/25%</b>

## Question: What recreational activities are you most interested in?



Athletic	Social	Wellness
Pickleball/Tennis	Outdoor Pavilion	Wellness/Fitness Walk
Stand alone Tennis	Multi-use Gathering area	Dog Park
Corn Hole	Benches/Tables/Chairs	Nature/Conservation/ Walk or trail
Bocce Ball	Overflow Parking	Garden maze
Shuffleboard	BBQ	Community Garden
Horseshoes		
Badminton		
Golf (putting/chipping)		

**\*Adequate lighting, other safety measures, trash bins, liability, etc. were also mentioned several times**

# Addendum



- **Handouts**
  - Survey Sample
  - Property Arial Views



## **SYNOPSIS of the WEST NECK RECREATION COMMITTEE**

The West Neck Community Association Home Owners Association Board (WNCA HOA Board) approved a Recreation Committee be established and conduct a survey on owners' desires for outdoor recreation and the use of three parcels of land on August 17, 2021. On November 17, 2021 the WNCA HOA Board approved the Recreation Committee Charter/Resolution, roster of members, the final transmittal letter and survey for the community.

Adhering to a timeline from September 8, 2021 through February 15, 2022, a total of seven meetings were held at the Village Hall and minutes were shared with the General Manager and Board liaison. A Subcommittee prepared the first draft of the survey and two Options & Analysis Teams were formed to research outdoor recreation at low, moderate and substantial costs.

The survey was promoted twice in eNews and then mailed to 936 homeowners. In mid-December there was also a reminder with an attachment of the survey in eNews. The survey deadline was January 17, 2022 and the final results were tabulated by the Subcommittee on January 26 and shared with the Recreation Committee on February 15, 2022.

Of the total number of surveys sent to homeowners, there were 437 returned, or 47% of the community. There were 431 responses to the first question, "Do you support the development of WNCA land for recreational use?" and 80% (345) said YES and 20% (86) said NO. There were 412 responses to the second question, "Would you regularly use those areas?" and 71% (294) said YES and 29% (118) said NO. There were 406 responses to the third question "Are you in favor of having items such as bocce ball, badminton, etc., available for check out at the Village Hall?" and 71% (289) said YES and 29% (117) said NO. Also, many of the respondents provided written suggestions for use of the lands.

The results of this survey will be shared via eNews a notebook with detailed information about the survey can be viewed in the library at the Village Hall. In conclusion, for West Neck to continue as an active adult community, the Recreation Committee feels strongly there is a need to proceed with the development of outdoor recreational activities.

**WARRANT IN DEBT (CIVIL CLAIM FOR MONEY)**

Commonwealth of Virginia VA CODE § 16.1-79

Virginia Beach General District Court  
CITY OR COUNTY

Civil Division, 2425 Nimmo Parkway, Virginia Beach, VA 23456  
STREET ADDRESS OF COURT

TO ANY AUTHORIZED OFFICER: You are hereby commanded to summon the Defendant(s).  
TO THE DEFENDANT(S): You are summoned to appear before this Court at the above address on  
March 31, 2022 @ 8:30 a.m. to answer the Plaintiff(s)' civil claim (see below)  
RETURN DATE AND TIME

DATE ISSUED \_\_\_\_\_ [ ] CLERK [ ] DEPUTY CLERK [ ] MAGISTRATE

CLAIM: Plaintiff(s) claim that Defendant(s) owe Plaintiff(s) a debt in the sum of  
\$ 900.00 net of any credits, with interest at 6 % from date of DOJ until paid,

\$ 64.00 costs and \$ reasonable attorney's fees with the basis of this claim being

[ ] Open Account [ ] Contract [ ] Note [X] Other (EXPLAIN)

Violation of Governing Documents of Association.

HOMESTEAD EXEMPTION WAIVED? [ ] YES [ ] NO [X] cannot be demanded

February 14, 2022

DATE \_\_\_\_\_ [ ] PLAINTIFF [X] PLAINTIFF'S ATTORNEY [ ] PLAINTIFF'S EMPLOYEE/AGENT

**CASE DISPOSITION**

JUDGMENT against [ ] named Defendant(s) [ ]

for \$ net of any credits, with interest at % from date

of until paid, \$ costs and \$ attorney's fees

HOMESTEAD EXEMPTION WAIVED? [ ] YES [ ] NO [ ] CANNOT BE DEMANDED

[ ] JUDGMENT FOR [ ] NAMED DEFENDANT(S) [ ]

[ ] NON-SUIT [ ] DISMISSED

Defendant(s) Present? [ ] YES [ ] NO

DATE \_\_\_\_\_ JUDGE \_\_\_\_\_

CASE NO.  
West Neck Community Association, Inc.  
PLAINTIFF(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)  
c/o Pender & Coward, PC  
222 Central Park Avenue, Suite 400  
Virginia Beach, VA 23462  
v.  
WC Capital LLC  
DEFENDANT(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)  
SERVE: WC Capital LLC  
c/o John D. McIntyre, Registered Agent  
101 W. Main St., Ste. 920  
Norfolk, VA 23510-1624

**WARRANT IN DEBT**

TO DEFENDANT: You are not required to appear, however, if you fail to appear, judgment may be entered against you. See the additional notice on the reverse about requesting a change of trial location.  
[ ] To dispute this claim, you must appear on the return date to try this case.  
[X] To dispute this claim, you must appear on the return date for the judge to set another date for trial.

Bill of Particulars ORDERED DUE

Grounds of Defense ORDERED DUE

ATTORNEY FOR PLAINTIFF(S)  
Jeffrey A. Hunn, Esquire, Pender & Coward, PC  
222 Central Park Ave., Ste. 400, Virginia Beach, VA 23462  
Telephone: (757) 490-6298  
ATTORNEY FOR DEFENDANT(S)

**HEARING DATE AND TIME**

March 31, 2022

@ 8:30 a.m.

JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION.

DATE

CLERK

**DISABILITY ACCOMMODATIONS**  
for loss of hearing, vision, mobility, etc., contact the court ahead of time.

**RETURNS: Each defendant was served according to law, as indicated below, unless not found.**

NAME .....

ADDRESS .....

PERSONAL SERVICE Tel. No. ....

Being unable to make personal service, a copy was delivered in the following manner:

Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.

Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)

Served on Secretary of the Commonwealth

NOT FOUND

SERVING OFFICER .....

for .....

DATE .....

NAME .....

ADDRESS .....

PERSONAL SERVICE Tel. No. ....

Being unable to make personal service, a copy was delivered in the following manner:

Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.

Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)

Served on Secretary of the Commonwealth

NOT FOUND

SERVING OFFICER .....

for .....

DATE .....

NAME .....

ADDRESS .....

PERSONAL SERVICE Tel. No. ....

Being unable to make personal service, a copy was delivered in the following manner:

Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.

Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)

Served on Secretary of the Commonwealth

NOT FOUND

SERVING OFFICER .....

for .....

DATE .....

**OBJECTION TO VENUE:**

To the Defendant(s): If you believe that Plaintiff(s) should have filed this suit in a different city or county, you may file a written request to have the case moved for trial to the general district court of that city or county. To do so, you must do the following:

1. Prepare a written request which contains (a) this court's name, (b) the case number and the "return date" as shown on the other side of this form in the right corner, (c) Plaintiff(s)' name(s) and Defendant(s)' name(s), (d) the phrase "I move to object to venue of this case in this court because" and state the reasons for your objection and also state in which city or county the case should be tried, and (e) your signature and mailing address.
2. File the written request in the clerk's office before the trial date (use the mail at your own risk) or give it to the judge when your case is called on the return date. Also send or deliver a copy to plaintiff.
3. If you mail this request to the court, you will be notified of the judge's decision.

I certify that I mailed a copy of this document to the defendants named therein at the address shown therein on

2-14-22

DATE

Plaintiff  
 Plaintiff's Atty.  
 Plaintiff's Agent

Fi. Fa. issued on .....

Interrogatories issued on: .....

Garnishment issued on .....



# **NEW BUSINESS**



Gary Evans Construction Inc  
941 Norfolk Square  
Norfolk, Virginia 23502

Tel. 757-390-2114  
info@gevanginc.com  
License # 2705148544  
Class A Contractor

## CUSTOMER ESTIMATE NO. 10079

West Neck  
Community Group  
Attn: West Neck  
4534 Bonney Road Ste D-4  
Virginia Beach Virginia 23462

**Quote No:** 10079  
**Site:** 2981 Cadence Way  
**Site Contact:** Steve and Gail Alcorn  
**Date:** 10/07/2021  
**Quote Name:** Storm Drain Repair; WO 55  
**Order No.:** CGI861-16704  
**Phone:** 757-747-0908

**Re: 2981 Cadence Way**

### Description

Storm Drain:

Arrive to property.  
Remove existing bushes and rocks and save for re-installation.  
Purge interior walls of storm drain.  
Excavate and wrap leaking joint on pipe.  
Re-install existing bushes and rocks.  
Rough grade and install top soil.  
Clean up and haul away all job related debris.

NOTE: Not responsible for trees or bushes dying. There could some grass damage. Ac drain line is in between each house and yard is very wet. Will rough grade but Association landscaper may need to return and add additional top soil and seed. This is not included in our proposal.

PAYMENT TERMS: 1/2 DOWN AND 1/2 DUE AT COMPLETION

COST INCLUDES LABOR AND MATERIAL

**Total** \$10,972.00

### Terms

Completion

If structural repairs are being performed, Gary Evans Construction cannot be held responsible for any interior damages. Gary Evans Construction will evaluate interior damages after contract repairs are completed and provide a formal proposal for interior repairs with pictures.

Disclaimer: Any alterations or deviation from the above specifications or any hidden, concealed and unforeseeable conditions involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract.

COST SUBJECT TO CHANGE DUE TO RISING MATERIAL COSTS



Gary Evans Construction Inc  
941 Norfolk Square  
Norfolk, Virginia 23502

Tel. 757-390-2114  
info@gevanginc.com  
License # 2705148544  
Class A Contractor

## ACCEPTANCE OF ESTIMATE NO. 10079

West Neck  
Community Group  
Attn: West Neck  
4534 Bonney Road Ste D-4  
Virginia Beach Virginia 23462

**Quote No:** 10079  
**Site:** 2981 Cadence Way  
**Site Contact:** Steve and Gail Alcorn  
**Date:** 10/07/2021  
**Quote Name:** Storm Drain Repair; WO 55  
**Order No.:** CGI861-16704  
**Phone:** 757-747-0908

I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

Signed: \_\_\_\_\_ for West Neck

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

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**Total** \$10,972.00

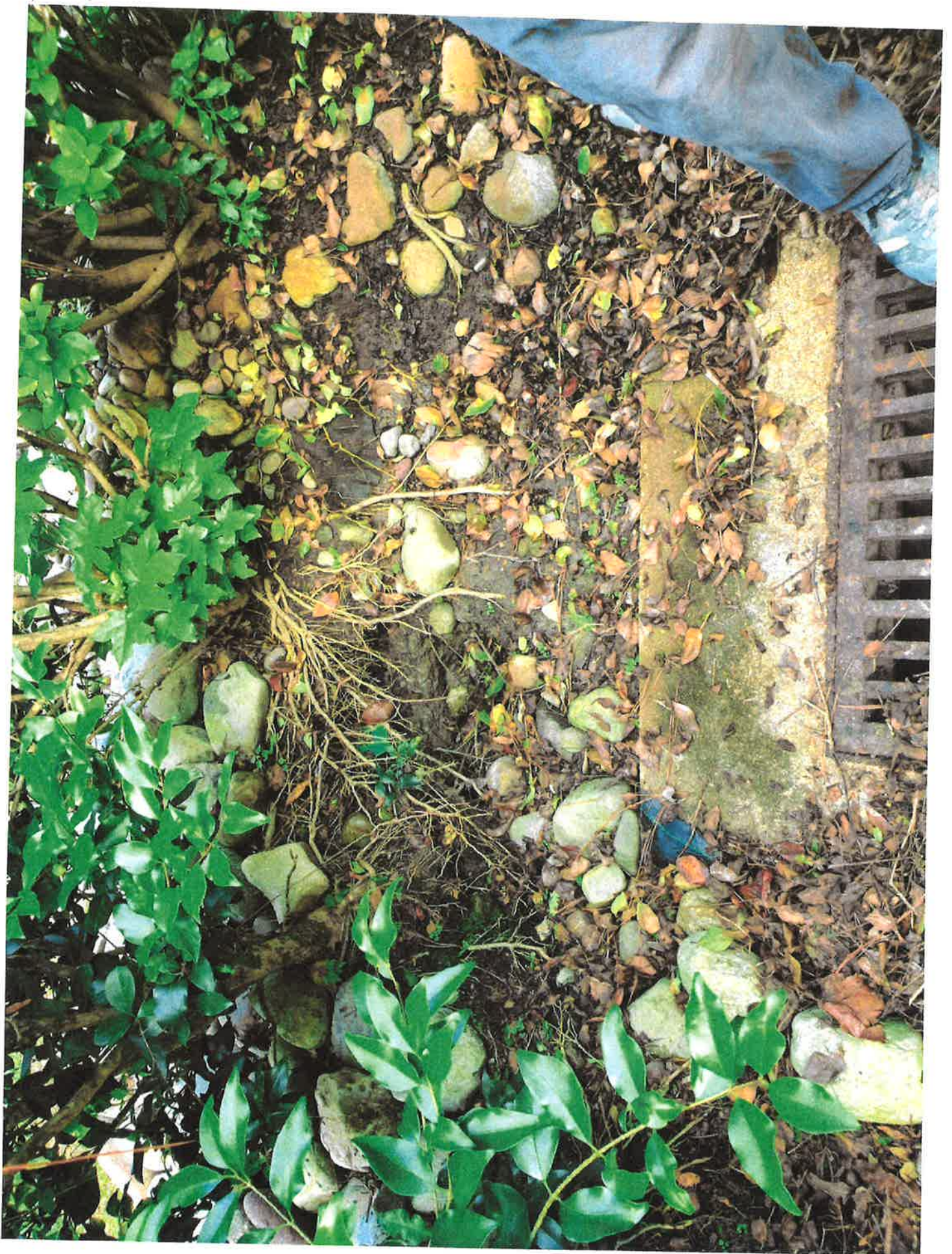














## **STORMWATER POND MANAGEMENT, INC**

*COMPLETE POND MAINTENANCE SERVICES*

560 South End Road Knotts Island, NC 27950

Johnny Barnes (757) 615-6701

Richard Williams (757) 641-2455

Fax number (252)429-3455

Email: SPM560@cox.net

“WORKING WITH COMMUNITIES FOR A CLEANER AND HEALTHIER ENVIRONMENT”

West Neck Community Association  
4534 Bonney Rd, Suite D  
Virginia Beach VA, 23462

12/22/21

### Sink Hole Repair @ 2981 Cadence Way

#### Scope of Work:

- Supply all necessary equipment, material and labor to complete “Scope of Work”
- Remove existing landscape to access work site (the minimum of three Ligustrum’s will be removed). Decorative rock will be set aside and reinstalled after the completion of work.
- Excavate soil to expose storm drain pipe and determine cause of sink hole.
- Repair cracks or separation using filter cloth and bonding agent. If repairs can not be made under this “Scope of Work” a separate proposal will be submitted for the repair.
- Fill in hole and regrade.
- Clean up job site upon completion.

Time and Material not to exceed \$3,500.00.

#### Terms:

By signing this you are entering into a legally binding contract.

#### Payment Terms:

Payment of entire invoice amount is required within 30 days from invoice date or receipt of goods, whichever is later.

#### Warranty:

Stormwater Pond Management does hereby warrant that all labor and materials furnished and work performed in conjunction with the above referenced project are in accordance the “Scope of Work” and any authorized modifications and will be free from defects due to defective materials or workmanship for a period of 1 year from the Date of Substantial Completion.

Plant material is guaranteed for a one (1) year period. Replacement of plants under the warranty plan will be done no later than one week before the one year deadline is up.

**STORMWATER POND MANAGEMENT, INC**  
*COMPLETE POND MAINTENANCE SERVICES*

The guarantee is void under the following provisions:

- Any type of damage caused by acts of nature, including storms, hurricanes, tidal flooding, tornadoes or blizzards
- Any acts of vandalism
- Any type of damage caused by herbicides, pesticides or fertilizers not applied by Stormwater Pond Management Personnel
- Any type of damage caused by pollution or undesirable water quality including saltwater contamination.
- Any type of damage caused by floating debris
- Any type of damage caused by wildlife or water fowl to plants or planting area.

Stormwater Pond Management

BY: \_\_\_\_\_

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

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

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

West Neck Community Association

BY: \_\_\_\_\_

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

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

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





## West Neck Village Hall & Pool

2/14/22

TO: West Neck Board of Directors

FROM: George Davis

SUBJECT: Resurfacing the Pool

As you may be aware, I have been trying to get the pool resurfaced for the last two years. The pandemic all but stopped this kind of work from taking place. Last fall I started to solicit bids. This year I have finally been able to get two bids to get the work done. The one from last fall was from C&G for \$32,000. Today with the inflation factor, their bid would undoubtedly be higher. I reached out to Gracia & Vigil, one of the major pool construction companies in Hampton Roads. They were the company that built our pool originally. They recommend Pearl Pool Plastering of Raleigh NC. At my request, Gracia & Vigil provided our pool plans to Pearl in order to facilitate an accurate bid. Their original bid came in at \$28,483.64. This bid is attached and marked "old bid". Their sales manager Mike Young and I have had multiple conversations. I flat out refused to accept the fuel charge of \$1,666.90 that is the last item on their proposal. After back and forth, they wouldn't remove the charge, but gave us a 5% overall discount of \$1,424.18 as an offset to most of the fuel charge. That brought their new bid to \$27,059.46. A copy of that bid is also attached. Mike also agreed to substitute blue tile rather than black tile as per their bid. This will be at no extra cost to us. We will put this stipulation in our contract addendum if the Board approves their bid. They are the vendor that I recommend. I have checked on reviews for this company and found them to have consistently high ratings. If you would like to look at their website, the web address is <https://pearlpools.net>

In 2017 when we had the last Reserve Study done, it estimated the remaining life of the whitecoat and tile as 3 years, with replacement to take place in 2021. The cost for this project would be funded from Replacement Reserves. The reason for submitting this to you now, is that if we don't act to approve a contract in the next week, it won't get scheduled in time to have the work done prior to the opening of the pool. So, it cannot wait until the March 16<sup>th</sup> Board meeting. The whitecoat surface has normal wear and tear, but it has been in use for 13 years and needs to be resurfaced. Changing out the tile is part of the resurfacing process. I have attached a photo that shows the waterline tile, the lane tile in the bottom of the pool and the step edging tiles on the left side of the photo.

Attachments: Contract Summary Pages Old Bid, Complete Contract New Bid, Bid from C&G Services, and Photo.



*OTD BID*

Pearl Pool Plastering, LLC  
Printed: 2/2/2022  
Phone: 301-294-9901  
5813 Lease Lane, Raleigh, NC, 27617

### Proposal

West Neck Village Hall  
Phone: 757-689-4189  
Cell: 757-689-4189

Job Name & Number:  
06 - West Neck Village Hall - J-000002974

4534 Bonney Rd  
Virginia Beach, VA, 23462

Job Address:  
2580 Signature Dr,  
Virginia Beach, VA, 23456

*Pearl Pool Plastering, LLC, henceforth referred to as "CONTRACTOR", is proud to present West Neck Village Hall this proposal for work on your swimming pool project.*

### Price Breakdown

#### Tile / Coping

Title	Description	Price
JLI-00018350 : Racing Lanes - Installation (6")	1) Install 6" wide racing lanes (black non-skid tile) 2) Install 18" wide "T" at end of each lane (black non-skid tile) 3) Install 18" wide target on wall, 2 per lane (black non-skid tile) 4) One year warranty	\$2,900.00
JLI-00018372 : Trim Tile Installation (Black)	1) Install 2x2 Black Non-Skid Tile on Edge of Each Step/Bench (Full Band) NOTE: Other colors are available for an additional fee	\$1,385.80

#### Prep

Title	Description	Price
JLI-00018308 : Prep - Renovation (Over Minimum)	1) Cut and Chip Around Fittings 2) Cut and Chip Under Waterline Tile 3) Check for Hollow Plaster (Extra Charges Apply if Present by Change Order) 4) Clean Pool 5) Install Multicoat Scratch Kote 6) The customer is responsible for draining the pool/spa before the day of work begins unless this has been requested as a service for Pearl to complete. 7) Pearl cannot investigate the pool surface for hollow	\$6,457.75

*Prepared By: Michael Young, Sales Manager / Operations, Pearl Pool Plastering, LLC*

*Phone:*

*Page: 1*



*OLD BID*

Pearl Pool Plastering, LLC  
 Printed: 2/2/2022  
 Phone: 301-294-9901  
 5813 Lease Lane, Raleigh, NC, 27617

- plaster or cracks until the pool is empty.
- 8) If cracks in the pool shell are found once the pool is empty, they will be charged separately once evaluated and if necessary.
- 9) The prep price is based on standard wall returns. Prep for in-floor return extensions will be charged separately.
- 10) We include 100 Sq Ft. of hollow plaster removal at this price.

NOTE: This price is for standard prep only; an extra fee will be charged for removal if the pool is painted or as a fiberglass overlay.

NOTE: When plastering over the painted or fiberglass surface, all layers must be removed for the new plaster finish to be under warranty.

Plaster

Title	Description	Price
JLI-00018349 : Plaster - White (Renovation)	1) Warranty - One (1) Year from Date of Completion 2) NPC Startup Procedures MUST Be Followed 3) Staining, Streaking, Mottling, Hydration, Calcification and Damage Due to Poor Water Chemicals are NOT Covered Under Warranty.	\$12,061.09
JLI-00018351 : Plaster - Extra Tooled Edge (White)	1) 25 LF Included at No Charge	\$1,556.10
JLI-00018472 : Fittings - Wall Fitting Replacement	1) This price includes removing existing fittings, extending plumbing, and installing new fittings. NOTE: Standard Wall Fittings are included in this price; we do not replace therapeutic jets unless requested.	\$126.00

Other

Title	Description	Price
JLI-00018352 : Zone Charge - Two Plaster Crews (Hotel/Per Diem)	1) Two Plaster Crews - Hotel/M meal Fee	\$950.00
JLI-00018354 : Floor Return Extensions/Risers	1) New In-Floor Return Extensions/Risers are needed when installing a new plaster finish to ensure the fittings are flush with the new plaster.	\$480.00



Pearl Pool Plastering, LLC  
Printed: 2/2/2022  
Phone: 301-294-9901  
5813 Lease Lane, Raleigh, NC, 27617

2) This price includes chipping around current in-floor returns, removing old return covers, and installing new return covers with extension/riser collars.

JLI-00018355 : Drain Cover - Aquastar 12x16 (White)

1) Install New Main Drain Covers and Frames. \$900.00

Note: Price does not include the VGB Engineer approval letter but can be requested.

JLI-00018473 : Zone Charge 3 (Over 40 Miles)

1) Fuel Charge \$1,666.90

**Total Price: \$28,483.64**

OLD  
BID



Pearl Pool Plastering, LLC  
 Printed: 2/7/2022  
 Phone: 301-294-9901  
 5813 Lease Lane, Raleigh, NC, 27617

**Proposal**

West Neck Village Hall  
 Phone: 757-689-4189  
 Cell: 757-689-4189

Job Name & Number:  
 06 - West Neck Village Hall - J-000002974

4534 Bonney Rd  
 Virginia Beach, VA, 23462

Job Address:  
 2580 Signature Dr,  
 Virginia Beach, VA, 23456

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**Price Breakdown**

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JLI-00018473 : Zone Charge 3 (Over 40 Miles)	1) Fuel Charge	\$1,666.90

**Discount Applies: \$1,424.18**  
**Total Price: \$27,059.46**



Pearl Pool Plastering, LLC  
 Printed: 2/2/2022  
 Phone: 301-294-9901  
 5813 Lease Lane, Raleigh, NC, 27617

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**Payment Terms**

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<i>Work Milestone</i>	<i>% of Total Contract Price Due</i>
<i>Deposit</i>	<i>50.00%</i>
<i>Prep Completion</i>	<i>40.00%</i>
<i>Final Invoice</i>	<i>10.00%</i>

- 1) *Owner/Builder/Property is Responsible for Water to Fill Pool and the 28-Day Plaster Care.*
- 2) *This Pricing is current and valid until 2/16/2022 \*Please note that this contract must be signed with deposit paid before the date listed to receive this pricing.*
- 3) *Payments are to be paid in full before the next phase is to be added to the schedule. \*All change orders must be approved and signed prior to the repairs being started. CONTRACTOR will invoice for all change orders the day of approvals/signatures.*

*Important Message from CONTRACTOR: The Owner/Management/General Contractor/Builder need to have the full understanding of the impor-tance of the received deposit and the issues that come with inclement weather. The Plaster/Renovation if approved will not be added to the CONTRACTOR scheduling calendar until the requested deposit has cleared our office. Once the deposit has been received and cleared we will contact you with a tentatively scheduled start date. We need you to understand that every phase of your renovation/plaster can be affected by the weather in every form so we must do the work requested when the weather permits us to do so to provide you with the quality of work you desire and expect. Any inclement weather like rain, freezing temperatures, and acts of god will delay all current projects further into the year. \*PLEASE KEEP IN MIND SCHEDULED DATES FOR WORK MAY BE AFFECTED BY WEATHER.*

1. **TERMS AND CONDITIONS:** Limited Warranties - CONTRACTOR, warrants it works to be free from defects in material and workmanship for a period of one year from the date the project is completed. Any and all warranties beyond the first year are provided by the product manufacturer. Warranties are not transferable. War-ranties are not valid until the job has been paid in full.

In the event CONTRACTOR contracts to install decking; decking is not warranted against cracking, chipping, raising, settling, or discol-oration. Plaster is not warranted against discoloration, staining, chipping, or cracking since such plaster defects generally result from local water conditions, improper use of chemicals, or improper cleaning of the pool. Staining and/or hydration is not a manufacturer defect, therefore it is not covered under this warranty. Marble, quartz and stone application techniques as well as pigment loss from UV radiation can result in variations of color, shade and appearance. Such variations are not con-sidered product defects.

All pool equipment and accessories installed as provided for herein, carry a warranty as provided by the manufacturer of the same. When Buyer has work performed by others, CONTRACTOR does not warrant such work and CONTRACTOR shall not be held liable for such work or loss or damages, which may result therefrom. Incidental and consequential costs, including but not limited to, water replacement, chemicals and loss of use of the pool are not covered. Buyer shall notify CONTRACTOR of any alleged defects or breach of the above warranty within a reasonable time after discovery, in no event later than 15 days after discovery; such notice shall be sent to 8628 Barefoot Industrial Road, Raleigh, NC 27617. The above warranties are effective only if Buyer has complied with all terms and conditions, payment and other provisions of the contract.





Pearl Pool Plastering, LLC  
Printed: 2/2/2022  
Phone: 301-294-9901  
5813 Lease Lane, Raleigh, NC, 27617

The warranties become void if: the pool is not kept full except for a 5 day maintenance period each year; if the pool structures damaged by reason of ground water rising above the lowest point of the pool when the pool is not kept full (i.e. hydrostatic pressure), or by reason of any earth or fill ground movement, acts of God, war, riots, or other civil disturbances, acts of others; or if there was a transfer or change of ownership of the real property on which the pool is located.

Defects or failures resulting from, mistreatment or neglect by Buyer will be repaired or serviced at Buyer's expense. If Buyer Has work performed by others that is not provided for in this contract such as but not limited to, electrical panel changes, landscaping, erection of fences and retaining walls. CONTRACTOR does not warrant such work, and CONTRACTOR shall not be held liable for such work or loss or damages which may result thereof.

The sole and exclusive remedy of the Buyer and the obligation of CONTRACTOR for the matter set forth herein whether on warranty, contract, negligence or strict liability, is the repair of the defect. CONTRACTOR shall in no event be liable for special or consequential damages.

2. CONTRACTS AND SPECIFICATION: This contract constitutes the entire contract and the parties are not bound by any oral expression or representation by any agent of either party purporting to act for or on behalf of either party or by a commitment or arrangement not specified in the contract. No additional work shall be done without prior written authorization by Buyer. Any such authorization shall be on change order form showing, the agreement terms and the reason for such change and approved by both parties. For such additional work so added to the contract, it is agreed that payment in advance at the agreed upon price of such additional work is due prior to commencement of said additional work; and that all terms and conditions of this contract shall apply to such additional work. Both parties agree that the contract completion dates shall be extended 15 working days for each additional working day necessitated by the change order. If any provision (or portion thereof) of the contract shall be deemed invalid it is agreed that such invalidity shall only effect such provision (or portion thereof) and the remainder of this contract shall remain in force and effect.

3. RESPONSIBILITIES OF CONTRACTOR CONDITIONS AND LIMITATIONS: CONTRACTOR agrees to do all work provided in this contract in good and workmanlike manner, but shall not be responsible for delay or failure to perform work when such delay or failure is due to: Acts of God, inclement weather, wars, riot or other civil disturbance, labor disputes, government prohibition, non-Issuance of all required permits affecting the swimming pool and adjacent areas, failure of Buyer to perform any obligations to be performed by Buyer hereunder, or other reason beyond CONTRACTOR's control. The date of completion provided for herein shall be extended five (5) business days, for each calendar day of delay caused by any or all of the events referred to in this paragraph, up to and including the sixth (6th) day of delay. Thereafter, the date of completion shall be extended one (1) business day for each calendar day of delay. CONTRACTOR is not responsible for damage to improvements and appurtenances located in reasonably adjacent to the access routes to the pool site, including but not limited to such items as curbs, sidewalks, drive-ways, patios, lawns, shrubs and sprinkler systems. CONTRACTOR is not responsible for damages caused by ground compaction excavation equipment. CONTRACTOR is not responsible for floatation of pool. No pool site preparation will be done by CONTRACTOR unless specified on the reverse side of this contract.

4. RESPONSIBILITIES OF BUYER: If Buyer authorized access to adjacent properties for CONTRACTOR's use during construction Buyer is required to obtain permission from the owner(s) of adjacent properties for such use, and Buyer agrees to be responsible and to hold CONTRACTOR harmless from any risks thereof. Buyer is required at his expense to do all construction and other acts necessary, and to meet all conditions necessary to allow CONTRACTOR to complete the work as provided in this contract. Buyer shall furnish any necessary variance and association permits or fees. Drainage beyond the pool site is to be provided by Buyer and is to meet city and or county requirements. If completion of swimming pool is delayed by causes under Buyers Control for a period of more than 30 days, Buyer agrees to pay the increased labor and material, and equipment cost resulting from Buyers delay. CONTRACTOR retains title to all pool equipment until purchase price and any extras are paid for in full. If price is not paid in accordance with this Contract, Buyer agrees, that contractor or its employees without notice to Buyer may enter the Buyer's premises and repossess any pool equipment and accessories included in this Contract and apply the values of said equipment whatsoever on account of such repossession, save and except property damage occasioned by gross carelessness or neglect. The pool is deemed complete when plastered.



Pearl Pool Plastering, LLC  
Printed: 2/2/2022  
Phone: 301-294-9901  
5813 Lease Lane, Raleigh, NC, 27617

5. REPRESENTATION OF BUYER: Unless otherwise specifically provided in the plans and specifications of this contract, CONTRACTOR has entered into this contract based upon the following assumptions of facts and warranties of Buyer.

a. That Buyer will provide adequate access to Buyers own property or through adjacent property for CONTRACTOR's normal construction equipment to do the work, at no cost and with no liability to CONTRACTOR.

b. The Buyer has adequate water and electric source for CONTRACTOR to be able to perform the work as outlined in this contract. If either of these utilities are deemed insufficient, then Buyer is responsible for the additional costs associated with temporary power and water trucks to support the contracted work.

c. The Buyer must notify CONTRACTOR prior to signing this agreement if the pool(s), spa(s) or any other bodies of water are leaking water. CONTRACTOR is not responsible for leaking pools once work is finished. CONTRACTOR strongly recommends a leak detection prior to any renovation work to protect both Buyer and CONTRACTOR. CONTRACTOR is not responsible for leaking pools if no leak detection is performed by a 3rd party.

If any of the foregoing assumptions of fact are not true, CONTRACTOR may, at its option, terminate this contract with no further liability to either Buyer or CONTRACTOR, except that Buyer agrees to pay to CONTRACTOR the actual cost of labor, materials, equipment, and permits already furnished and required to restore the premises, it is understood, however that the parties may, by mutual agreement in writing, amend this contract to deal with such event.

6. POOL SITE; The term pool site means the area comprising the water surface area and that portion of the ground surface extending to a distance of not more than four (3) feet from the perimeter of the pool water surface.

7. GRADING, DECKING DRAINAGE, RETAINING WALLS AND FENCING: Unless specified on the face of the contract herein, none of the following is CONTRACTOR's responsibility and shall specifically be Buyer's responsibility: grading and drainage beyond pool site, decking, retaining walls and fencing.

8. PLUMBING AND UTILITIES: Unless specified otherwise on the face of the contract, or on the plans, plumbing, gas, waste and water lines are not to be changed, and labor, materials and equipment necessary to relocate, reroute or replace sanitation and water supply systems and utilities, including overhead and underground, are not included under the terms of the contract and shall be the responsibility of the Buyer.

9. ELECTRICAL SERVICE: CONTRACTOR does not include or provide any electrical work as part of this agreement. CONTRACTOR is not responsible for the condition and workability of any electrical equipment including but not limited to pool in lights and pool pumps. CONTRACTOR is also not a licensed electrician and is not responsible for equipotential bonding for the pool or equipment.

10. DAMAGE TO WORK: In the event work already performed is damaged by any cause beyond CONTRACTOR's control and Buyer elects to cancel the work or the work is ordered terminated by public authority, CONTRACTOR shall be paid for such work, the amount agreed to in writing for such work, or if not so agreed, the cost price for such labor and materials plus 20% of such cost price. If the work is not canceled or ordered terminated, all work necessary to replace work already performed shall be considered additional work to be paid for by the Buyer in accordance with the preceding sentence.

11. ASSIGNMENTS: CONTRACTOR may assign or subcontract all or any portion of the work to be done.

12. DEFAULT: In the event of default by Buyer of any provision of this contract, Buyer agrees to pay all collection cost, and interest from date of default. Reasonable attorney's fees shall be awarded to the prevailing party in any action brought under this contract. Buyer agrees that in the event of breach or cancellation by Buyer, Buyer shall be responsible for charges to date of breach plus Contract profits.



Pearl Pool Plastering, LLC  
Printed: 2/2/2022  
Phone: 301-294-9901  
5813 Lease Lane, Raleigh, NC, 27617

13. PAYMENT AND FINANCING: Buyer agrees to make all payments timely to ensure the project stays on schedule. For every day payment is late, Buyer should expect a minimum of 5 additional days added to the completion schedule and understands this extended scheduling will vary during different times of year. The payment schedule will consist of a deposit and progress payments and will be outlined as part of the project schedule once final selections are made. If punch list items are due after completion, Buyer may withhold 5% of the contract price until those items are complete. Buyer understands that no warranties are valid until the project has been paid for in full. CONTRACTOR does not offer financing, however our website provides options for third party financing.

14. ARBITRATION: Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled in arbitration, in accordance with the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof.

ACKNOWLEDGMENT PURSUANT TO MAGNUSON-MOSS FEDERAL WARRANTY ACT: BUYER ACKNOWLEDGESTHAT THE SALES REPRESENTATIVE FOR CONTRACTOR HAS ORALLY INFORMED BUYER THAT HE HAS COPIES IN A BINDER OF THE WARRANTIES FOR THE WARRANTED PRODUCTS BEING OFFERED FOR SALE. BUYER ALSO AC-KNOWLEDGES THAT HE HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE WARRANTIES AT ANY TIME DUR-ING THE SALES PRESENTATION.

---

**Agreement**

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Pearl Pool Plastering, LLC  
Printed: 2/2/2022  
Phone: 301-294-9901  
5813 Lease Lane, Raleigh, NC, 27617

## Colored Plaster and Pool Finishes Disclaimer

**ATTENTION:** Every customer of Pearl Pool Plastering, LLC, henceforth referred to as "CONTRACTOR" must read and sign this document if they are receiving new plaster. No new plaster will be installed in your pool unless we have this document signed and on file prior to your scheduled plaster date & all previous payments have been satisfied & no outstanding items remain to be completed other than the installation of the interior finish approved on the contract or on a change order.

Your new pool finish will begin to hydrate immediately after installation in your pool, with the majority of hydration taking place within the first 28 days. This critical time period is when a finish is most susceptible to staining, scaling, and discoloration. Proper start-up procedures including timely brushing and constant monitoring and precise adjustment of the pool water is mandatory. Please make sure you have asked your sales person (Michael Young: myoung@pearlpools.net) or project manager (Unassigned: ) for the proper plaster start-up procedures.

Important notes about swimming pool plaster surfaces (includes white plaster, quartz, pebble and polished finishes)

1. Plaster does not have a tile-like finish, nor would you want the resultant slippery under water surface.
2. Plaster is not perfect or flawless because it is compounded from raw mined minerals, is applied over other materials, and is hard troweled to be as smooth a surface as possible. Even an underwater light may magnify small objects and gives the appearance of a wavy surface.
3. Plaster is not completely white and you may notice small spots of various colors because of the inherent qualities of the materials themselves. Your pool will look blotchy and streaked for a long period of time due to curing and the chemicals in the water.
4. Plaster surfaces may have small surface cracks known as "shrinkage" and this is considered normal in all plastered pools. Aggregate finishes will undoubtedly reduce the visibility of shrinkage but this is always possible in a plaster finish.
5. Plaster is the best material that can be used to surface a swimming pool and ensure long-life expectancy.

All pool finishes are composed of natural materials that may have certain inherent characteristics. Normal mottling could occur across the surface resulting from differences in moisture content and/or rate of hydration within the matrix of the surface coating. Normal mottled variation is not considered a failure or defect, but is a normal characteristic of cementitious products. By its nature, colored pool finishes can accentuate all of the characteristics normally found in cementitious materials. Mottling, explained above, for example, can be more pronounced in colored products than in white finishes. Colored pool finishes may also exhibit pigment stains, streaks, unevenness of color and more noticeable checking and crazing. It's important to note that none of these conditions are considered a deficiency of the product and the manufacturer's warranty still applies so long as water chemistry is properly maintained from day one (fill day).



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Because of the reasons outlined above, CONTRACTOR requires the following disclaimer to be signed if you select any colored pool finish.

Product Name & Color: JLI-00018349 : Plaster - White (Renovation)

Product Name & Color: JLI-00018351 : Plaster - Extra Tooled Edge (White)

Product Name & Color: JLI-00018472 : Fittings - Wall Fitting Replacement

Job Address: 2580 Signature Dr, Virginia Beach, VA, 23456

*By signing this disclaimer, I am stating that I have read the information listed above regarding colored pool finishes and I am aware of their tendency to accentuate the inherent characteristics of cementitious materials.*

# C&G SERVICES

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5320 Lake Lawson Road, Virginia Beach, Virginia 23455 ~ (757) 438-4070

October 12, 2021

C&G Services are pleased to present the following proposal for the re-surfacing of the swimming pool located at The Signature at West Neck in Virginia Beach.

C&G Services will drain the pool.

C&G Services will saw cut and chip out under the waterline tile and the fittings in the pool.

C&G Services will furnish and install new racing lane and step tile.

C&G Services will provide and install new main drain grates.

C&G Services will remove and replace all faded depth marking water line tile.

C&G Services will pressure wash, acid wash, and apply a Bond Kote to the pool.

C&G Services will install 3/8" to 1/2" of white Marcite to the pool.

C&G Services will fill the pool using owner's water and balance the pool.

The cost for these services are \$32,000.00

## Schedule of Values

10% @ contract acceptance

30% @ demolition

30% @ tile installation

30% @ completion

Thank you for the opportunity to bid this project.

Dan Chesney

C&G Services





"Protecting Your Liquid Assets"

## **Aquatic Resource Management, Inc.**

*Lake and Pond Management Specialist*

P.O. Box 8426, Va. Beach, VA 23450

P.O. Box 2951, Springfield, VA 22152 • P.O. Box 1058, Christiansburg, VA 24068  
800-761-1715 Office • 757-340-6520 Fax

[www.armva.com](http://www.armva.com)

[www.mosquitoblues.com](http://www.mosquitoblues.com)



### **Pond Maintenance Treatment Contract for: West Neck @ Rosecrest HOA**

*Pond near 2038 Cadence Way, Va. Beach, VA 23456*

#### ***Monthly Management Proposal***

Aquatic Resource Management, Inc. (*called ARM, hereafter*), proposes an annual Monthly Pond Maintenance Program for the site BMP Stormwater Pond on property. The pricing for the scheduled Monthly Maintenance Service is listed in the back under the Rate Structure.

This pond currently needs a crisis treatment for the shoreline aquatic vegetation Parrot feather. A one-time crisis treatment is included under the Rate Structure on the back page.

**Monthly Site Visitation:** This contract shall have a representative of ARM visit the site each month to perform inspections and/or treatments to the pond. This contract allows for a second site inspection/treatment, as seasonal conditions require and deemed as necessary. The list of monthly management services performed on the site lakes includes the following:

#### **1. Aquatic Weed Control:**

- The pond will be inspected regularly each month during the contract period. The Aquatic weeds will be treated upon discovery at each inspection.
- Any nuisance vegetation shall be treated following all Federal NPDES, State and Local application guidelines and use EPA registered herbicides and surfactants.

#### **2. Shoreline Non-Woody Invasive Weed Control:**

- The Shoreline of the pond will be inspected regularly each month during the contract period. The Shoreline Non-Woody vegetation will be treated upon discovery at each inspection.
- Any invasive shoreline Non-Woody vegetation shall be treated following all Federal NPDES, State and Local application guidelines and use EPA registered herbicides and surfactants.  
NOTE: This does not include the physical removal of the dead plant mass. If interested, a proposal can be generated for that service.

#### **3. Algae Control:**

- The pond will be inspected regularly each month during the contract period. Algae will be treated upon discovery at each inspection.
- Any nuisance algae shall be treated following all Federal NPDES, State and Local application guidelines and use EPA registered herbicides and surfactants.

#### **4. Lake Dye:**

- The BMP Water Body will be treated with a Blue Lake Dye once every month. The dye assists in the filtering of UV sunlight rays thereby discouraging the growth of nuisance vegetation.

#### **5. BMP Inspections Checklist**

## **Contract Terms:**

The twelve-month Monthly Management contract will start **March 17, 2022** and continue each month for twelve (12) consecutive months. See the Rate Schedules posted on the back page. This contract is eligible to renew when this current contract expires. As a renewal contract, a 3-5% price increase *may* be applied each year the contract is renewed. Additionally, a fuel surcharge *may* be levied once each year to the contract should fuel prices continue to rise. This charge will be no more than 2% of the monthly contract price.

In the event Owner/Representative fails to pay ARM for services provided, Owner/Representative agrees to pay a 3.5% late charge per month on the unpaid balance and all collection costs incurred by ARM on account of the Owner/Representative's failure to pay, including but not limited to its reasonable attorney's fees and Court costs. A \$50 return check fee will be assessed on each returned check or stopped check.

For assistance and services not found within the scope of this contract, the following applies: Phone consultations are available free of charge. Point of Contact is Steve Weekly at 757-375-9086 (cell), 757-340-6520 (fax) or email at [sweekly@armva.com](mailto:sweekly@armva.com). Additional site and service visits outside the normal schedule will be billed at \$140 per hour plus any system component costs.

Owner/Representative warrants they have control of the body of water area to be managed. ARM will furnish all labor, materials & equipment for the proposed treatment. ARM guarantees all aquatic herbicides used are in conformance with Environmental Protection Agency (EPA) rules and regulations. Applications will be performed in strict compliance with regulations set forth by the State and will be conducted under the direct supervision of a State certified commercial applicator, Category 5A. All work shall be done in a professional manner, using techniques and strategies appropriate for the task at hand. The Owner / Representative will be responsible for posting, when necessary, shoreline notices of any water use restrictions. Although the chemicals used are safe when applied by qualified applicators, ARM is not responsible for fish replacement should a die off occur due to natural or induced circumstances. ARM is dedicated to practicing a strong environmental approach in the performance of our job. We strive towards implementing a sound recycling program utilizing the tools of the industry.

## **Permits & Licenses:**

The Contractor shall, without additional expense to the Association, be responsible for obtaining any necessary permits & licenses and for complying with any Federal, State, County and Municipal laws, codes, ordinances and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damage to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

ARM is a ***SePRO Preferred Applicator*** and subscribes to the tenants outlined in their program. All work shall be done in a professional manner, using techniques and strategies appropriate for the task at hand. The Owner / Representative will be responsible for posting, when necessary, shoreline notices of any water use restrictions. Although the chemicals used are safe when applied by qualified applicators, ARM is not responsible for fish replacement should a die off occur due to natural or induced circumstances. ARM is dedicated to practicing a strong environmental approach in the performance of our job. We strive towards implementing a sound recycling program utilizing the tools of the industry

ARM is properly licensed and insured for the task at hand. General Liability coverage in the realm of \$1,000,000 each occurrence is our minimum coverage. We also include \$2,000,000 for the General Aggregate coverage as well as \$2,000,000 for the Products – Comp/Op Aggregate. Our Personal & Adv Injury limit is \$1,000,000. The Owner is supplied with a current copy of the Certificate of Insurance before the job is started. In the event that an accident should occur, ARM will notify immediately the Owner or his designee of the situation.

### **Termination:**

During the contract period, except for termination for cause, thirty (30) days notice shall be required for termination of this agreement. In the event of termination, the Contractor shall be compensated for all services performed to the satisfaction of the Owner up to the termination date.

The Owner may terminate this contract for the following:

1. If the Contractor fails to perform timely any of the services called for by the contract,
2. If the Contractor repeatedly fails to satisfactorily perform services called for by the contract.
3. If the Contractor fails to comply with a material term of the contract.

Prior to the contract being terminated pursuant to #3 above, the owner will provide the Contractor with written notice of the Contractor's failure and afford the Contractor not less than ten (10) days to cure its default. In all other circumstances, the Owner may immediately terminate the contract for default upon occurrence of either (1) or (2) above. The contract shall not be subject to termination for cause if the Contractor's failure to perform is caused by events that arise from causes beyond the control and without the fault or neglect of the Contractor and which were not foreseeable at the time of award of this Contract.

### **Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements:**

The Contractor shall preserve and protect all structures, equipment and vegetation (e.g. trees, shrubs and grass) on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The contractor shall only remove trees when specifically authorized to do so and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by the workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the General Manager and/or the Owner. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party the locations of which are made known to or should be known by the Contractor.

The Contractor shall repair any damage to those facilities including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Owner may have the necessary work performed and charge the cost to the Contractor.

### **Legal Presence:**

It is the policy of the Owner to only do business with entities that employ only those individuals who have legal presence in the United States in performing work for the Association. By signing this Agreement, contractor certifies that only those persons with a legal presence in the United States shall be employed in the fulfillment of this contract. Further, it is expressly understood that this is a material term of this contract.

### **Severability:**

If any portion of this contract is declared null, void, illegal or unenforceable by any court of competent jurisdiction, such declaration shall have no effect upon the other provisions of this contract that are not declared null, void, illegal or unenforceable. In the case of a provision of this

contract being declared null, void, illegal or unenforceable, the parties agree to negotiate in good faith to remedy the defects in such provision.

**Complete Agreement:**

This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiation, representations or agreements; either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor.

**Rate Structure:**

**As a Loyal Customer of ARM, West Neck Rosecrest HOA is entitled to the following rate structure and benefits while under this contract:**

**\*\* Contract Benefits \*\***

- You are hiring a company whose individuals' have provided Professional Services in the Lake & Pond Management Industry for over 40 years.
- ARM is a Virginia Class 'A' Contractor (License # \*14227) in the multi-disciplines of Environmental Specialties (ENV), Irrigation (ISC), Landscape (LSC) and Pools (POL).
- Staff includes a Virginia DEQ certified Stormwater Inspector
- Staff includes a Virginia DEQ certified Soil & Erosion Inspector
- Staff is Virginia, North Carolina, Maryland & Delaware Pesticide Certified Applicator in the 5A (Aquatics), 6 (Right of Way) & 8 (Public Health – Mosquito) Categories
- Monthly BMP Inspection
- Monthly observations on all fountains / aeration equipment while under contract
- Contract utilizes Factory Certified Technicians for Fountain/Aeration Equipment
- Contract includes use of Factory Authorized, full-service, Service Center in our Norfolk shop

**\*\*\* One-Time Crisis Treatment Rate Structure \*\*\***

**Shoreline Treatment (One-time Crisis Treatment): \$825.00**

*(Application will be completed upon Contractors decision on when best to treat)*

**\*\*\* Monthly Aquatic Management Rate Structure \*\*\***

**Monthly Management Program (Twelve consecutive months): \$160.00 per month**

*(This equals a total contract value of \$1,920.00)*

**Note:** This quote is viable for 30 days. Access to anything under this contract shall be without incident or delay. If any pond is used for Irrigation, it is the Owners responsibility to inform ARM.

ARM Representative Steve Weekly Date 02/22/2022

Owner/Representative \_\_\_\_\_ Date \_\_\_\_\_

Billing Address & Phone # \_\_\_\_\_



## SERVICES CONTRACT

CUSTOMER NAME: West Neck Community Association

SUBMITTED TO: Brett Campbell

CONTRACT EFFECTIVE DATE: March 1, 2022 through February 28, 2023

SUBMITTED BY: Kimberly Niesel

SERVICES: Pond and aeration Management for one (1) pond and one (1) aeration system

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$2,544.00**. SOLitude shall invoice Customer **\$212.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to

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by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or

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unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

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14. **NONPERFORMANCE.** In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

15. **E-Verify.** Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

WEST NECK COMMUNITY ASSOCIATION

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**Please Remit All Payments to:**

**Customer's Address for Notice Purposes:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

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## SCHEDULE A - SERVICES

### ANNUAL POND MANAGEMENT SERVICES

#### Monitoring:

1. A SOLitude Aquatic Specialist will visit the site and inspect the pond(s) on a **two (2) times per month** basis during the months of **March through November**, and on a **one (1) time per month** basis during the months of **December through February**.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

#### Aquatic Weed Control:

1. Pond(s) will be inspected on a **two (2) times per month** basis during the months of **March through November**, and on a **one (1) time per month** basis during the months of **December through February**.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

#### Shoreline Weed Control:

1. Shoreline areas will be inspected on a **two (2) times per month** basis during the months of **March through November**, and on a **one (1) time per month** basis during the months of **December through February**.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

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Biological Augmentation:

1. Pond(s) will be inoculated with a combination of Beneficial Aerobic Bacteria, Enzymes, and other microbial or natural nutrient binding and limiting products as required for the proper maintenance of the pond(s) once the sustained water temperature reaches approximately 55 degrees.
2. Pond(s) will receive maintenance rate applications of Beneficial Aerobic Bacteria, Enzymes, and other microbial products throughout the contract period, or until such time as the sustained water temperature drops below 50 degrees.
3. Application of Beneficial Aerobic Bacteria, Enzymes, and other microbial products are made for the purpose of metabolizing excess nutrients in the water and digesting organic matter and bottom sludge, thus removing the primary cause of algae and preventing future algae growth.
4. Reduction in the amount of organic matter and bottom sludge in the pond will also help to extend the overall life of the pond and reduce the amount of maintenance dredging required to maintain the functionality of the pond.

Pond Algae Control:

1. Pond(s) will be inspected on a **two (2) times per month** basis during the months of **March through November**, and on a **one (1) time per month** basis during the months of **December through February**.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Submersed Air Diffuser Aeration System Maintenance:

1. Company will service all of the Diffused Aeration Systems **twelve (12) times per year** on a once per month basis as follows:
  - Compressor will be tested to ensure proper operation.
  - Cabinet Cooling Exhaust Fan will be checked to ensure proper operation.
  - Compressor Carbon Vanes and Seals will be changed annually or as needed.
  - Compressor Air Filter / Muffler Assembly will be checked, cleaned, and replaced as needed.
  - Diffuser air stones and/or membranes will be cleaned and replaced as needed.
2. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
3. All replacement parts required for proper maintenance of the aeration systems will be billed as an additional charge.
4. Any significant problems / malfunctions that are discovered during the maintenance service which are no longer under warranty, which are not part of routine

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maintenance, and that will require additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.

5. All aerator work will be performed by factory certified service and repair technicians.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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Gary Evans Construction Inc  
941 Norfolk Square  
Norfolk, Virginia 23502

Tel. 757-390-2114  
info@gevansinc.com  
License # 2705148544  
Class A Contractor

## CUSTOMER ESTIMATE NO. 10525

West Neck  
Community Group  
Attn: West Neck  
4534 Bonney Road Ste D-4  
Virginia Beach Virginia 23462

Quote No: 10525  
Site: Flagpole  
Site Contact:  
Date: 01/21/2022  
Quote Name: Flagpole; WO 61  
Order No.:  
Phone: 757-747-0908

### *Re: Flagpole*

#### **Description**

West Neck Flag Pole:

Arrive to property.  
Rent 60ft articulating boom lift.  
Furnish and install new entire ball on top of flag pole and tighten with Loctite.  
Clean up and haul away all job related debris.

NOTE: Ornamental ball has an approximate 10 day lead time once ordered.

COST INCLUDES LABOR AND MATERIAL

**Total**            \$1,335.00

#### **Terms**

Completion

If structural repairs are being performed, Gary Evans Construction cannot be held responsible for any interior damages. Gary Evans Construction will evaluate interior damages after contract repairs are completed and provide a formal proposal for interior repairs with pictures.

Disclaimer: Any alterations or deviation from the above specifications or any hidden, concealed and unforeseeable conditions involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract.

COST SUBJECT TO CHANGE DUE TO RISING MATERIAL COSTS



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Norfolk, Virginia 23502

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## ACCEPTANCE OF ESTIMATE NO. 10525

West Neck  
Community Group  
Attn: West Neck  
4534 Bonney Road Ste D-4  
Virginia Beach Virginia 23462

**Quote No:** 10525  
**Site:** Flagpole  
**Site Contact:**  
**Date:** 01/21/2022  
**Quote Name:** Flagpole; WO 61  
**Order No.:**  
**Phone:** 757-747-0908

I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

Signed: \_\_\_\_\_ for West Neck

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

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**Total** \$1,335.00

