

West Neck Community Association

July 9, 2024

To: West Neck Board of Directors

From: Brett Campbell, ^{CMCA, AMS, PCAM}

Re: July 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, July 17, 2024, at the West Neck Village Hall. If you are unable to attend the meeting, please e-mail me at bcampbell@communitygroup.com.

-
1. Call to Order 6:00P.M.
 2. Pledge of Allegiance
 3. President's Welcome
 4. Homeowners Forum
 5. Approval of Agenda
 6. President's Update
 7. Voting Member Report(s)
 8. Approval of Minutes
 9. Financial Report
 10. Committee Report(s)
 - 11 Director of Operations (VH&P)
 12. Old Business
 - A. Review & Discuss Recreation Committee's report on the pickleball issue
 - B. Review & Discuss the Landscape Committee's report and proposals concerning landscape improvements
 13. New Business
 - A. Review & Discuss ARC process improvements and inspection schedules
 - B. Review & Discuss designation of Tammy Van Dame as the Association's Website Platform Manager, a position required by our recently approved Communications and Marketing Policy
 - C. Review & Discuss proposed Resolution 2-2024 authorizing the expenditure of limited funds by the President due to emergent issues
 - D. Review & Discuss purchase of decorative sign-posts for the community entrance
 14. Executive Session
 - A. Homeowner Delinquencies / Bad debt
 - B. Personnel Issue
 15. Adjournment 8:30 P.M.

MINUTES

**West Neck Community Association
Minutes of the Regular Meeting of the Board of Directors
May 15, 2024**

Board Meeting:

6:00 PM

Meeting was called to order at the West Neck Village Hall.
The meeting opened with a pledge of allegiance to the flag.

Attendees:

Tom Luckman, President
Robert Tice, Vice President
Bobby Ross, Treasurer
Chandler Calvert, Secretary
Sharon Williams, Director
Robert Gaines, Director
Bruce Biddle, Director
Brett Campbell, Community Association Assistant Manager

The meeting was an open meeting and approximately 84 homeowners were present.

President's Welcome:

Tom Luckman thanked the homeowners for attending and asked new homeowners to introduce themselves. Tom Luckman announced the meeting was being recorded. He also reminded the homeowners that this is the Board's business meeting and except for the homeowner's opportunity to address the Board during the Homeowner's forum, there is no other opportunity to speak during the meeting unless the chair requests your input. The Board will note any comments, but there is no communication back and forth with the Board during the Homeowner's forum.

APPROVAL OF AGENDA:

- Tom Luckman made a motion to approve the agenda.
Motion carried, Unanimous.

President's Introduction of our State Delegate Barry Knight:

Delegate's remarks: Delegate Knight spoke on his support of the Associations position on possible changes to the comprehensive plan.

President's Introduction of Bobby Richardson President of Indian River Plantation:

IR HOA President Remarks: President Bobby Richardson spoke on Indian River's support of West Neck's efforts to retain the Golf Course.

6:37 PM

Homeowners Forum:

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

6:46 PM

President's Update:

Tom Luckman gave updates on pending legal issues, local TV report on the golf course issue, comprehensive plan, property zoning, entrance sign/wall repairs, pickle ball noise issues and thanks to and request for volunteers in West Neck.

Voting Members Report:

No Voting Member Reports were received or read.

Approval of Minutes:

- Chandler Calvert made a motion to approve the minutes from March 20, 2024, Regular Board Meeting with revision to Item “K”, Robert Tice also opposed. Motion carried. Unanimous

Financial Report:

Financial report was given by Bobby Ross.

Committee Reports:

Learning Committee report was read by Tim Ryan.

Recreation Report was read by Kate Johnson.

Director of Operations Report (VH&P):

George Davis reported on the Village Hall and Pool.

OLD BUSINESS:

A. Review and Discuss Unbudgeted Garden Club Expenditures:

- Sharon Williams made a motion to approve the Garden Club expenditures for holiday decorations from Mosca Design at a cost of \$967.50. Motion carried. Unanimous.

B. Review and Discuss Revision of the Village Hall & Pool Operations Manual:

- Bruce Biddle made a motion to approve the modified version of the Village Hall & Pool Operations Manual. Motion carried. Unanimous

New Business:

A. Review and Discuss 3 “Crash Bollards Inclusion in the Reconstruction of the Community Entrance Sign:

- Chandler Calvert made a motion to approve the proposal from AssociaOnCall to install a crash bollard in the sign column at a cost of \$2,850. Motion carried. Unanimous.
- Tom Luckman made a motion to approve the proposal from AssociaOnCall to install a brick wall with two internal bollards and concrete masonry caps in front of the gate house at a cost of \$17,650. Motion Carried. Opposed, Sharon Williams, Robert Gaines and Robert Tice.

B. Record Consent in Writing E-Mail Vote to Approve the CIS Estimate, \$2,300, for Emergent Repair of Irrigation System Due to Road Construction Damage:

- Tom Luckman made a motion for recordation of the email vote to approve the Custom Irrigation Systems estimate for emergent repairs to the front entrance irrigation system at a cost of \$2,300. Motion carried. Unanimous

C. Review and Discuss Committee Issues:

- Chandler Calvert made a motion to approve the committees and their members as read by Tom Luckman. Motion carried. Unanimous.

ADJOURNMENT:

Bruce Biddle made a motion to adjourn the meeting. Motion Carried. Unanimous.

7:36 PM

Meeting Adjourned

Respectfully submitted.

Chandler Calvert, Secretary

WEST NECK COMMITTEE MEMBERS

<u>FLAG</u>	<u>RECREATION</u>	<u>SOCIAL</u>	<u>LEARNING</u>	<u>BUDGET/FINANCE/INSURANCE</u>	<u>VH REFURB (AD-HOC)</u>
Jeff Peters-Chair	Kate Johnson-Chair	Betty Lake-Chair	Tim Ryan	Jane Bohrer-Chair	Gretchen Allen
Dave Konze	Allen Bearmore	Lynn Corbin	Francie Rayburn	Allen Goldstein	Pam Clemons
Joe Schaedet	Earl Harper	Kris Ganley	Cheryl Presto	Don Jellig	Susan Cox
Joe Kuhn	Shirley Harper	Helen Genco	Beverly Sims	George Davis-Exofficio	Regina Gaines
Mike Wisloski	Donetta Kuhle	Marge Keefe	Heather Hill		Betty Lake
Russ Myers	Rob Mays	Teresa Morris			Connie Milne
Bill McLaughlin	Connie Milne	Donna Sargent			Pam Snyder
Tom Luckman	Gale Perryman	Anne Marie Sprague			Kathy Stelman
Bruce Biddle	Pat Plebani	Pam Snyder			George Davis-Chair
Jim Watt	Anne Marie Sprague	Pearl Wexler			
William Casanova	Gary Stubbs	Wayne Wexler			
	Don Tartoni				
	John Swann				
	Melony Mack				
	Nancy Etzellmiller				
	George Davis-Exofficio				

FINANCIAL REPORT

Brett Campbell

From: Bobby Ross <bobross@cox.net>
Sent: Monday, July 8, 2024 5:07 PM
To: Brett Campbell
Subject: Fw: Treasurers Report for Period ended May 31, 2024

Caution: [EXTERNAL EMAIL] This email originated from outside the company.

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Monday, July 8, 2024, 12:48 PM, Bobby Ross <bobross@cox.net> wrote:

LADIES AND GENTLEMEN

You have the Financial Report for the month and year to date May 31, 2024. For the month of May, we had a net income of \$13,471.. which resulted in our being under budget \$4,907 for the month. Our year to date income was \$2,355., which resulted in being Over budget in the amount of \$1,976.

Tax Returns for the year 2023 have been filed. We paid total Federal Income Tax of \$7,075, and State Income Tax of \$2,150.

Our total Reserve Funds at the end of May were \$1,004,480. Included in that amount is 113,333.13 in Operating Reserves. It should be noted that \$18,727. was withdrawn from our Replacement Reserve Account during the month May and also the same amount in the month of April for a total of \$37,454. to replace Gym Equipment in accordance with our Reserve Account Analysis.

Any questions, please let me know.

Bobby Ross
Treasurer

Supporting Document(s) for some of the Old Business Agenda Items

Item B. Landscape Committee Report &
Proposals concerning landscape improvements.



VIA EMAIL & MAIL: cicimilne@yahoo.com

PAGES: 4

March 28, 2024

Mr. Connie Milne
VILLAGES AT WEST NECK
2580 Signature Drive
Virginia Beach, VA 23456

**RE: MISC PLANTING PLANS FOR
VILLAGES AT WEST NECK
2580 SIGNATURE DRIVE
VIRGINIA BEACH, VIRGINIA**

Dear Connie:

Please find the enclosed proposal for landscape architectural consulting for the referenced project. We will provide design services to you at the rate of \$263.00 per hour Principal's time, \$179.00 per hour for Senior Landscape Architect, \$134.00 per hour for Junior Landscape Architect and \$108.00 per hour for Cad Technician.

Under our scope of work we will provide the following work on an hourly basis as listed below:

A. Conceptual Design Phase

- | | | |
|----|---|---|
| 1. | Base Map (Auto-Cad Base Map)
Reuse base map provided by owners | Provided by Owners |
| a. | Site visit to document a few missing
Elements on base map and amend base map | Billed at Hourly Rates
Not to Exceed
\$ 800 |
| 2. | One (1) freehand drawn plan view" concepts to
show intent of planting at 5 locations | Billed at Hourly Rates
Not to Exceed
\$ 1,000 |

MASTER PLANNING SITE DESIGN LANDSCAPE ARCHITECTURE AQUATIC CONSULTING

2200 Colonial Avenue • Suite 22 • Norfolk, Virginia 23517 • phone: 757-627-1407 • fax: 757-622-5068
email: siskaaurand@siskaaurand.com

Ms. Connie Milne
March 28, 2024
Page Two

3.	Compile photos of the majority of plans to be utilized in design	Billed at Hourly Rates Not to Exceed \$ 400
4.	One (1) meeting with owners to review images and concepts. (Virtual or in person meeting)	Billed at Hourly Rates Not to Exceed \$ 500
5.	Additional meetings and concepts beyond the two original concepts	Billed as Additional Services
Total Conceptual Design Phase		\$ 2,700

B. Planting Plan


1.	Planting Plans	
a.	Area 1- Planting at brick wall and fence on entry and exit drive parallel to West Neck Drive to first brick column	Billed at Hourly Rates Not to Exceed \$ 900
b.	Area 2- Planting at entry sign median and median from guard house to West Neck Drive	Billed at Hourly Rates Not to Exceed \$ 900
c.	Area 3- Planting at median behind guard to brick wall with memorial signage	Billed at Hourly Rates Not to Exceed \$ 1,200
d.	Area 4- Planting in front of brick walls parallel to entry and exit drive	Billed at Hourly Rates Not to Exceed \$ 900
e.	Area 5- Planting in front of town hall (We have base map for this area only)	Billed at Hourly Rates Not to Exceed \$ 1,900
2.	Paving and drainage plans	Not in Contract
3.	Irrigation plan	By Landscape Contractor

Ms. Connie Milne
March 28, 2024
Page Four

6. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.
7. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
8. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.
9. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
10. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
11. If this Agreement is not signed and returned to Landscape Architect within 30 days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.

If you have any questions, please call me. Thank You.

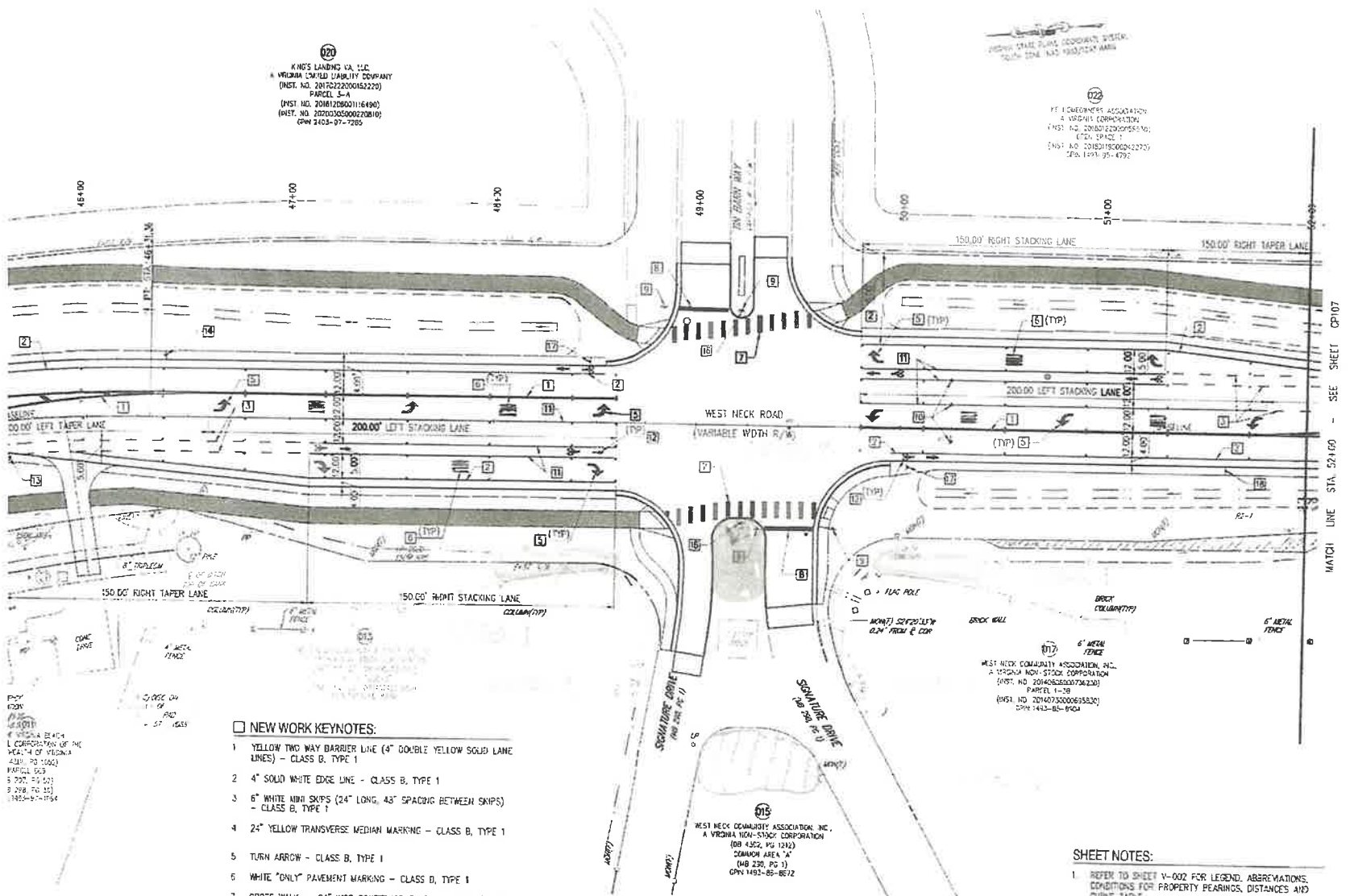
ACCEPTED:

Name	Title	Date
		March 28, 2024
C. Douglas Aurand		Date
<i>Siska Aurand Landscape Architects, Inc.</i>		

CDA/cr

121
 KNOX LANDING VA, LLC
 A VIRGINIA LIMITED LIABILITY COMPANY
 (INST. NO. 20170222000152220)
 PARCEL S-A
 (NET. NO. 20181218001154490)
 (NET. NO. 20170222000152220)
 CPM 2103-07-7285

122
 FETTER OWNERS ASSOCIATION
 A VIRGINIA CORPORATION
 (INST. NO. 20180222000152220)
 (NET. NO. 20180222000152220)
 CPM 1004-05-4792



PROJ. NO. 17-001
 DATE 08/15/17
 CITY OF VIRGINIA BEACH
 DEPARTMENT OF PUBLIC WORKS
 CIVIL ENGINEERING
 1200 W. 10TH ST.
 VIRGINIA BEACH, VA 23462-3704
 TEL: 757-463-7100
 FAX: 757-463-7104

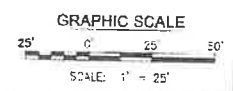
- NEW WORK KEYNOTES:**
- 1 YELLOW TWO WAY BARRIER LINE (4" DOUBLE YELLOW SOLID BARRIERS) - CLASS B, TYPE 1
 - 2 4" SOLID WHITE EDGE LINE - CLASS B, TYPE 1
 - 3 6" WHITE MINI SKIPS (24" LONG, 43" SPACING BETWEEN SKIPS) - CLASS B, TYPE 1
 - 4 24" YELLOW TRANSVERSE MEDIAN MARKING - CLASS B, TYPE 1
 - 5 TURN ARROW - CLASS B, TYPE 1
 - 6 WHITE "ONLY" PAVEMENT MARKING - CLASS B, TYPE 1
 - 7 CROSS WALK - 24" WIDE CONSTRUCTIVE RECTANGLES (6' LONG WHITE LINE) - CLASS B, TYPE 1
 - 8 24" WIDE WHITE STOP BAR - CLASS B, TYPE 1
 - 9 R1-1 (30"x30") W/ NAME BLADE ASSEMBLY
 - 10 BLUE RAISED PAVEMENT MARKER PER CITY OF VIRGINIA BEACH DETAIL D-29, SHEET C-512
 - 11 6" SOLID WHITE LANE LINE - CLASS B, TYPE 1
 - 12 BIKE LANE PAVEMENT MARKING - CLASS B, TYPE 1
 - 13 R1-4 "BEHIND RIGHT TURN LANE - YIELD TO BIKES" SIGN
 - 14 W6-1 (36"x36") & R2-1 (24"x30") REMOVED
 - 15 R2-1 (40 MPH) (24"x30")
 - 16 R4-7 (24"x30")
 - 17 R3-17 (24"x18")
 - 18 R2-1 (40 MPH) (RELOCATED NEW LIGHT POLE)

- SHEET NOTES:**
- 1 REFER TO SHEET 11-002 FOR LEGEND, ABBREVIATIONS, CONDITIONS FOR PROPERTY BEARINGS, DISTANCES AND CURVE TABLE.
 - 2 REFER TO C-005 FOR ALIGNMENT DATA SHEET.
 - 3 REFER TO CP100 FOR THE CITY OF VIRGINIA BEACH DEPARTMENT OF PUBLIC WORKS PAVEMENT MARKING STANDARDS & DETAILS.

REFLECTIVE PAVEMENT MARKER LEGEND:

YELLOW *

WHITE *



MSA, P.C.
 Environmental Scientist & Surveyor
 Civil & Environmental Engineering
 4012 Pines Drive, Suite 300
 Virginia Beach, VA 23465-7764
 757-463-7241 | www.msaonline.com

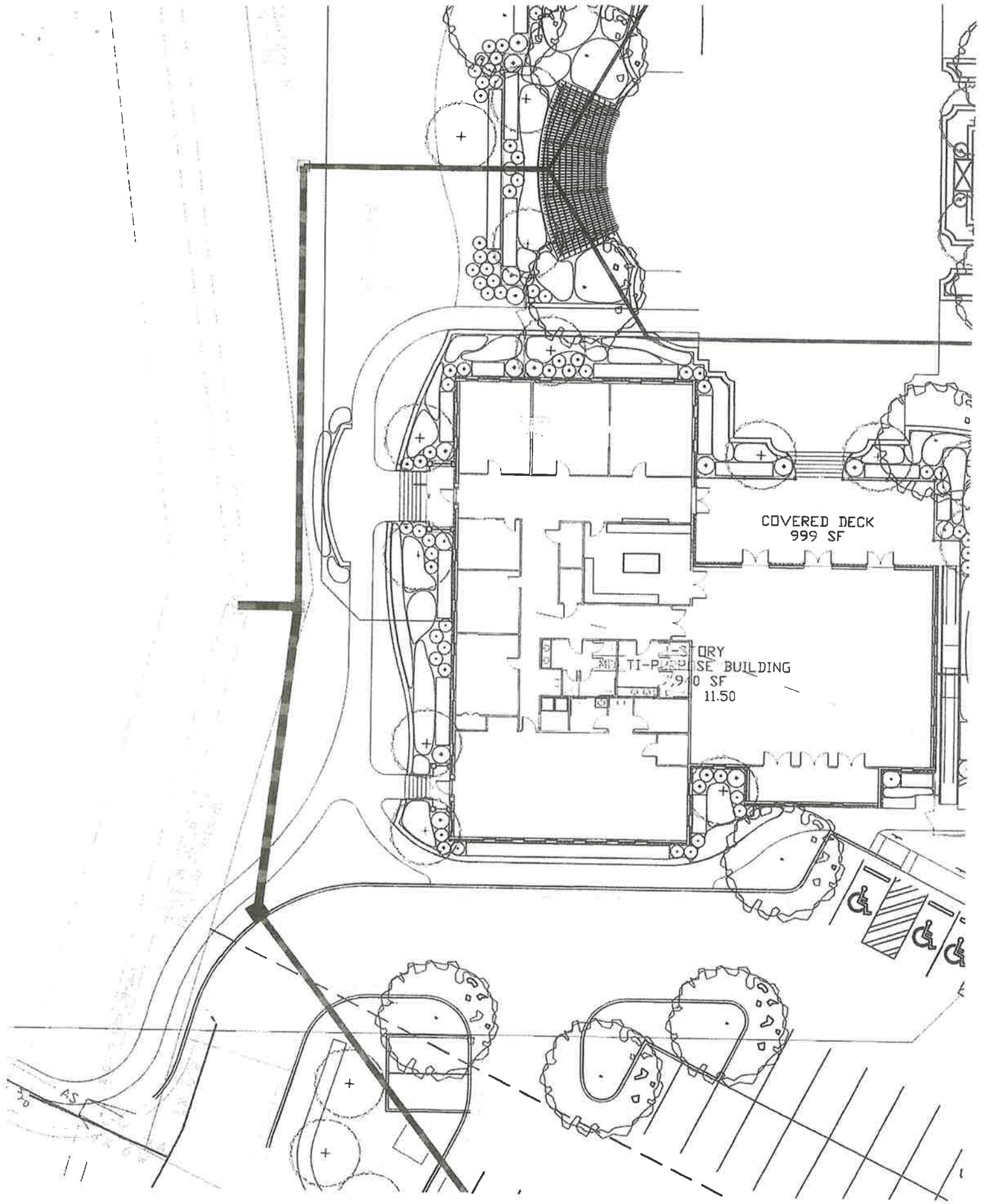
CITY OF VIRGINIA BEACH
 DEPARTMENT OF PUBLIC WORKS
 CIVIL ENGINEERING

WEST NECK ROAD PHASE IV
 PAVEMENT MARKING AND SIGNING

SHEET
CP106
 131 of 216 Sheets

SCALE: AS INDICATED
 CIP NO. 170453 (2-2016)

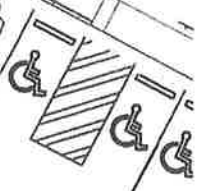
MATCH LINE STA. 521.60 - SEE SHEET CP107



COVERED DECK
999 SF

DRY STORAGE BUILDING
10 SF
11.50

MULTI-PURPOSE



AS



1417 Drum Point Road
Virginia Beach, VA 23457
(757)426-7880

REVISED Page 1
PROPOSAL

PHONE NUMBER 703-728-8757	DATE OF ORDER 03/19/24
SALESPERSON ELI	ORDER NUMBER

VILLAGES AT WEST NECK
4534 BONNEY ROAD
Virginia Beach, VA 23462

A finance charge of 15% per month or 18% annual will be imposed if the total is not paid in full within 15 days from the date of completion or any portion of work completed and invoiced. The customer also agrees to pay any collection costs. Warranty void on delinquent accounts over 45 days from completion.

QTY	MATERIAL	SIZE	TERMS
2	ARBORVITAE, EM. GREEN 10G 5'-6'	10GAL. 5'-6'	35% DEPOSIT – BALANCE ON COMPLETION The customer assumes responsibility on locating and marking of property lines and all underground irrigation, wiring, plumbing, etc. unless marked by Miss Utility. Unless otherwise specified in the contract, any adjustments or repairs needed for irrigation, underground wiring, existing drainage systems, or corrections required for poor drainage situations are not included in this proposal. Prepares or renovations, if required, will be billed separately at time and materials.
9	HOLLY, LIBERTY 15GAL	15 GAL	
6	CRAPE MYRTLE, MOONLIGHT MAG. 15G	15GAL	
7	YUCCA, FIL. COLOR GUARD 3GAL	3 GAL	
3	AUCUBA, GOLD-DUST 3GAL	3 GAL	
19	HOLLY, DWF YAUPON 3GAL	3 GAL	
24	HAWTHORN, ELEANOR TABOR 3GAL	3 GAL	
13	HYDRANGEA, LITTLE LIME 3GAL	3 GAL	
6	HOLLY, MICRON 3GAL	3 GAL	
7	GRASS, MIS. MORNING LIGHT 3GAL	3 GAL	
6	NANDINA, OBSESSION 3GAL	3 GAL	
5	BUTTERFLY BUSH, PUGSTER BLUE 3GL	3GAL	
18	ROSE, DRIFT RED 2/3GAL	2/3 GAL	
8	MAHONIA, SOFT CARESS 3GAL	3 GAL	
19	ACANTHUS, SUMM. BEAUTY 1GAL	1 GAL	
23	CATMINT, WALKERS LOW 1GAL	1 GAL	
23	DAYLILY, HAPPY RETURNS 1GAL	1 GAL	
8	PURPLE HEART SETCRESEA 1GAL	1 GAL	
35	LIRIOPE, VARIEGATED 1GAL	1 GAL	
1	MONDO GRASS, DWARF FLAT/18 PER	FLAT/18 PINTS	
40	COMPOST	CYD	
40	MULCH, ALL SEASON WALNUT	YD	
1	ROUND UP - LANDSCAPING		
1	FERTILIZER - LANDSCAPING		
30	PERMALOC, ALUMINUM EDGING		
17	STONE, CHALET 3" APPR. 1.5TON	CYD	
12	STONE, SMOKY MOUNTAIN BOULDERS		
14	STONE, STEPPING 18"X 24"		
1	DEBRIS REMOVAL		

NOTES

One year/one time free replacement warranty on all trees shrubs and perennials supplied by Winesett Nursery with reasonable care taken by owner. No warranty on sod, tropicals, transplants or annuals. 90 day warranty on all palms. Winesett Nursery reserves the right to void the warranty if plant loss occurs due to breakage, fire, theft, or severe weather conditions not typical to the area.

Pavers and other hard features a warranted for one year from installation date unless otherwise noted. Repairs due to defects and workmanship will be performed at no charge during this period. Repairs due to abuse will be charged the cost of time and materials.

X _____

Customer Signature
QUOTED PRICE HELD
FOR 60 DAYS
THANK YOU



1417 Drum Point Road
Virginia Beach, VA 23457
(757)426-7880

REVISED Page 2
PROPOSAL

PHONE NUMBER 703-728-8757	DATE OF ORDER 03/19/24
SALESPERSON ELI	ORDER NUMBER

VILLAGES AT WEST NECK
4534 BONNEY ROAD
Virginia Beach, VA 23462

A finance charge of 15% per month or 18% annual will be imposed if the total is not paid in full within 15 days from the date of completion or any portion of work completed and invoiced. The customer also agrees to pay any collection costs. Warranty void on delinquent accounts over 45 days from completion.

QTY	MATERIAL	SIZE	TERMS
1	LANDSCAPE MATERIALS Tractor use		35% DEPOSIT – BALANCE ON COMPLETION The customer assumes responsibility on locating and marking of property lines and all underground irrigation, wiring, plumbing, etc. unless marked by Miss Utility. Unless otherwise specified in the contract, any adjustments or repairs needed for irrigation, underground wiring, existing drainage systems, or corrections required for poor drainage situations are not included in this proposal. Prepares or renovations, if required, will be billed separately at time and materials.
1	SPRAY OR SKIM EXISTING SOD,		
1	TILL & BUILD UP W/COMPOST		
1	BED LINES TRENCHED		
1	PLANT PER DESIGN/ AS SPECIFIED		
1	TRANSPLANT OR REMOVE EXISTING		
1	MULCH WITH HARDWOOD MULCH		
1	HAUL AWAY REMAINING DEBRIS		
1	INSTALLATION SERVICES		

Contract Price: 44848.00
0.00
Total Due: 44848.00
Deposit: 600.00
Amount Due: 44248.00

NOTES

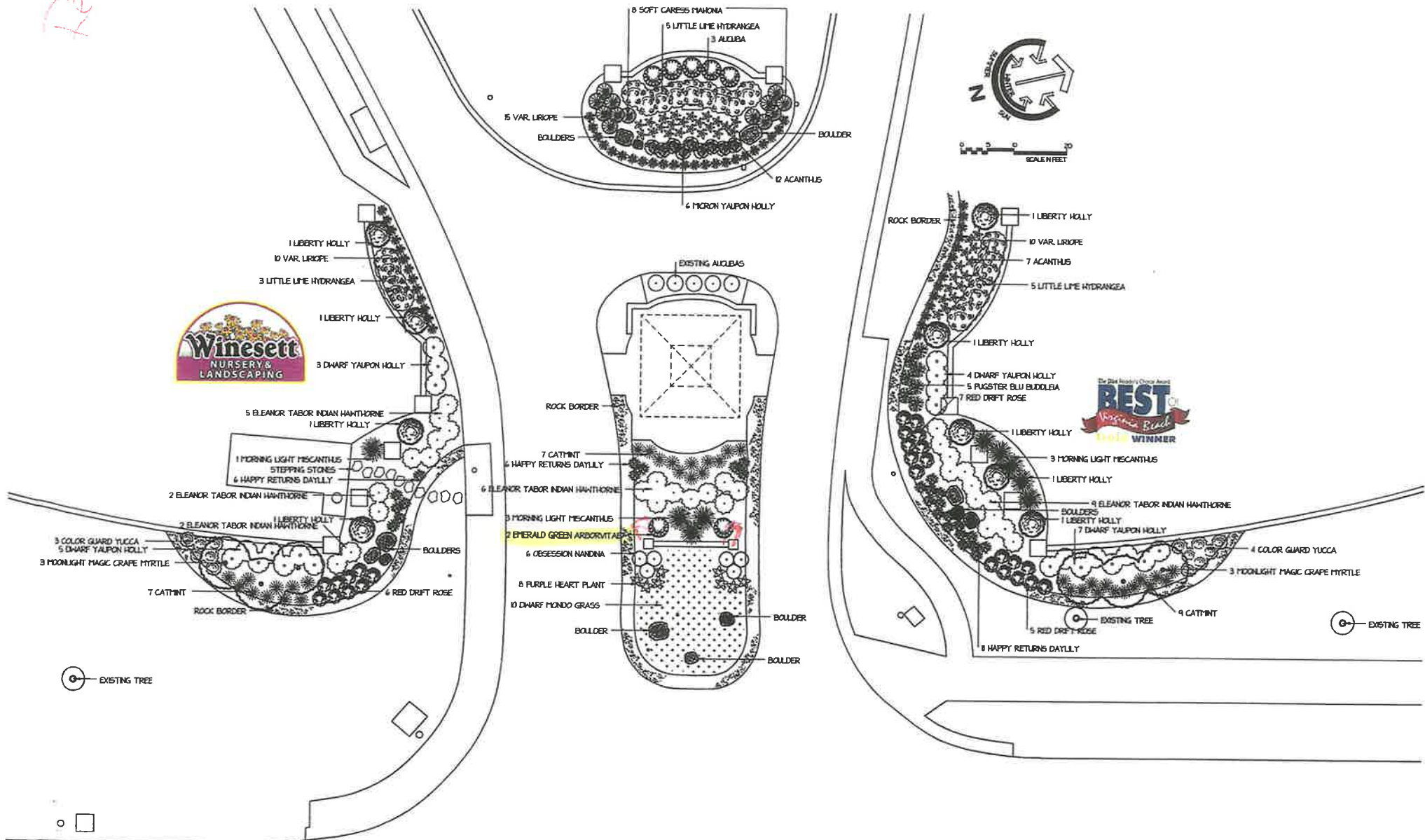
Revised landscape

One year/one time free replacement warranty on all trees shrubs and perennials supplied by Winesett Nursery with reasonable care taken by owner. No warranty on sod, tropicals, transplants or annuals. 90 day warranty on all palms. Winesett Nursery reserves the right to void the warranty if plant loss occurs due to breakage, fire, theft, or severe weather conditions not typical to the area.

Pavers and other hard features a warranted for one year from installation date unless otherwise noted. Repairs due to defects and workmanship will be performed at no charge during this period. Repairs due to abuse will be charged the cost of time and materials.

X _____
Customer Signature
QUOTED PRICE HELD
FOR 60 DAYS
THANK YOU

Revised



WEST NECK ENTRANCE



CAST IRON PLANT



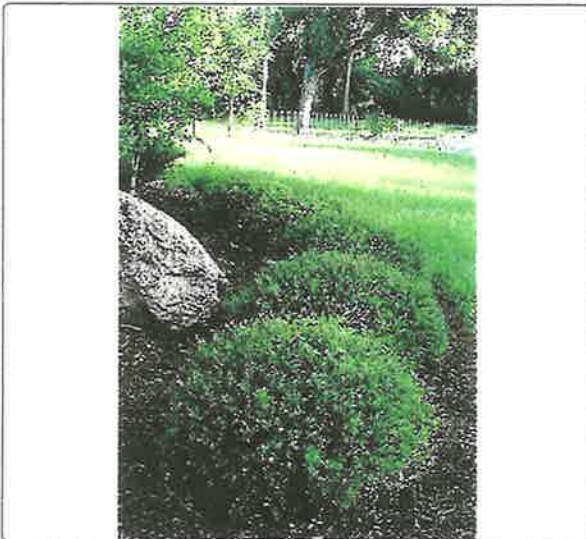
CATMINT



COLOR GUARD YUCCA



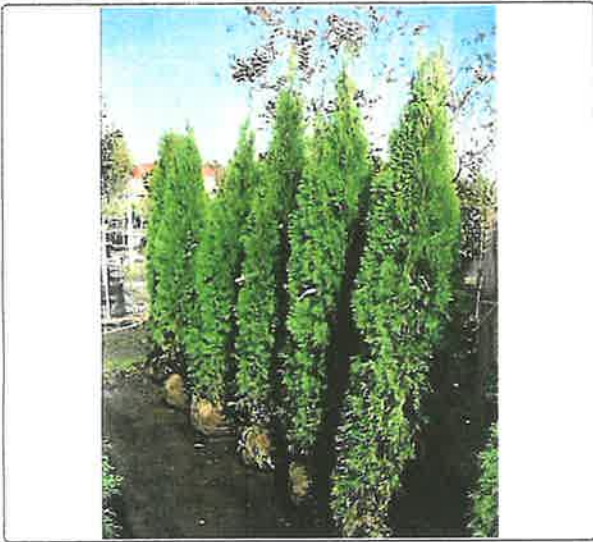
DWARF MONDO GRASS



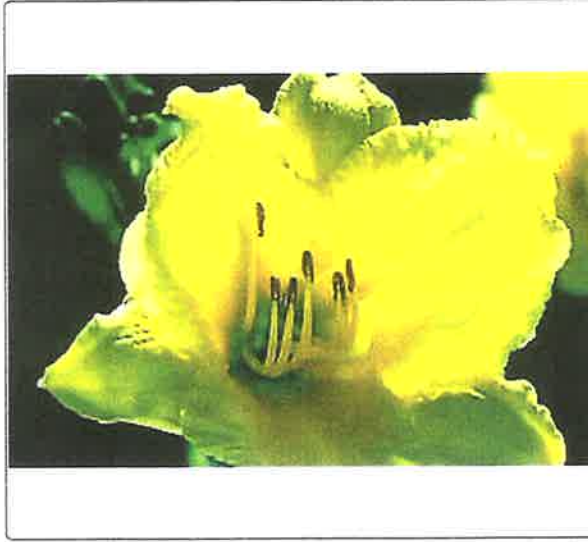
DWARF YAUPON HOLLY



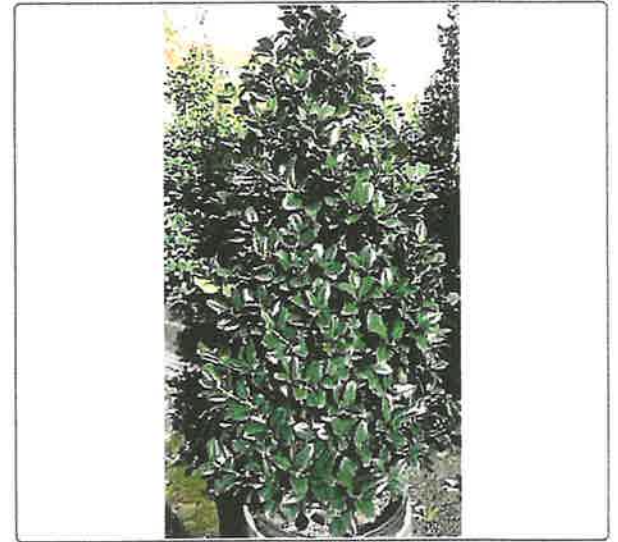
ELEANOR TABOR INDIAN HAWTHORNE



EMERALD GREEN ARBORVITAE



HAPPY RETURNS DAYLILY



LIBERTY HOLLY



LITTLE LIME HYDRANGEA



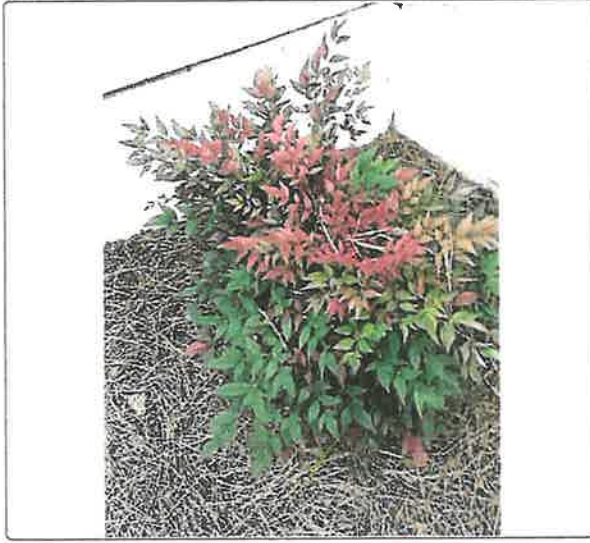
MICRON YAUPON HOLLY



MOONLIGHT MAGIC CRAPE MYRTLE



MORNING LIGHT MISCANTHUS



OBSESSION NANDINA



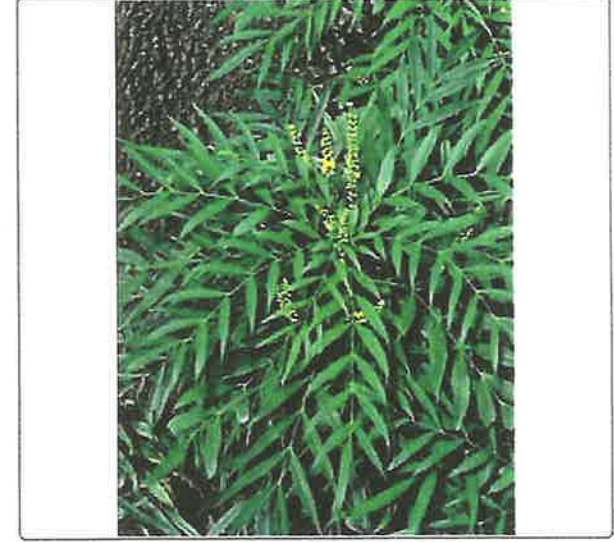
PUGSTER BLUE BUTTERFLY BUSH



PURPLE HEART PLANT



RED DRIFT ROSE



SOFT CARESS MAHONIA



VAR. LIRIOPE

Supporting Document(s) for some of the New Business Agenda Items

13 C. Proposed Resolution 2-2024 Authorizing the expenditure of limited funds by the President due to emergent issues.

13 D. Purchase of decorative sign-posts for the community entrance



**RESOLUTION NO. 2-2024
OF THE BOARD OF DIRECTORS OF
WEST NECK COMMUNITY ASSOCIATION, INC.
ADDITIONAL AUTHORITY**

This **RESOLUTION** is made this 17th day of July 2024, by the West Neck Community Association, Inc., hereinafter called the “Association”.

WHEREAS, the By-Laws of the Association, Article III, Board of Director’s: Selection, Meetings, Powers; Section C, Power and Duties; Para 3.16, Powers; states “The Board shall have all of the power and duties necessary for the administration of the Association’s affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done on behalf of the Association all acts and things except those which the Governing Documents or Virginia law require to be done and exercised exclusively by the Voting Members or the membership generally.

WHEREAS, Article III, Section C, Para 3.17, Duties further states the “Duties of the Board shall include, without limitation:

(b) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility consistent with the Community-Wide Standard;

(g) Making or contracting for the making of repairs additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these By-Laws;

(j) paying the cost of all services rendered to the Association.”

WHEREAS, the Board of Directors recognizing the frequent emergent needs in fulfillment of the above stated duties and it’s charge to exercise business judgement and reasonableness of behalf of the Association it wishes to establish a reasonable and effective method of dealing with emergent, minor and low cost issues between meetings of the Board of Directors.

NOW THEREFORE BE IT RESOLVED THAT the Board of Directors, after proper motion, second, and discussion, hereby authorizes the Board President to engage in the above cited Para 3.17 duties up to a maximum of \$2,500 without normal Board

approval. It further requires the Board President, when such action is taken, to ensure that funds are available and Board notification of any such action is reported to them within three (3) working days. Additionally, if the issue requires immediate action, i.e., within twenty-four (24) hours and the President is unavailable, then the Vice-President is authorized to take the above permitted action on his/her behalf.

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon execution by the Board of Director's. A copy of this resolution shall be published in the Directives section of the Association's website and a copy shall be placed among the books and records of the Association.

IN WITNESS WHEREOF, the Board of Directors of the West Neck Community Association, Inc., has set their hands on this 17th day of July 2024.

WEST NECK COMMUNITY ASSOCIATION, INC.

BY: _____
(signature)

(print) President

ATTEST: _____
(signature)
_____, Secretary
(print)

From: Denis U. Ozowara <DOzowara@vbgov.com>
Sent: Friday, June 14, 2024 5:44 AM
To: tglucky@cox.net
Cc: 'Robert Tice'; robgaines1956@gmail.com; 'Connie Milne'; Austin Harrell
Subject: FW: West Neck Road (Decorative Posts at Signature)

All,

Checking in with you on installing the decorative signs. Below is the cost for the decorative sign post that you have requested. They've included the spare posts as well. The signs that go with the posts are covered in my contract so you don't have to worry about that. They've included installation of a new post for the center sign and the relocation of the existing post for the stop sign. They will remove the new posts that we have as well. Please review and contact them at your earliest convenience. Let me know if you have any questions.

Thanks,

Denis Ozowara Jr., P.E., Assoc. DBIA
Project Manager, Transportation

From: Austin Harrell <aharrell@tridentcivil.com>
Sent: Thursday, April 11, 2024 10:15 AM
To: Denis U. Ozowara <DOzowara@vbgov.com>
Subject: West Neck Road (Decorative Posts at Signature)

CAUTION: This email originated from outside of the City of Virginia Beach. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Denis,

See below for the additional cost for the 3" decorative posts at Signature Drive. This is straight from ARM, no TC or KLLLC markup.



AMERICAN ROAD MARKINGS

3002 ARIZONA AVE
NORFOLK, VA 23509
Phone: (757) 857-0734
Fax: (757) 857-0736
www.americanroadmarkings.com

PROPOSAL

Date: 12/7/2021
Estimator: Jennie Cain
Direct Line: (757) 937-1296
jennie@americanroadmarkings

TO: TRIDENT CIVIL
ATTN: Estimating Department

PROJECT: West Neck Road Phase IV
Virginia Beach, VA

Change Order #1: Custom Sign Posts 4/11/2024

NS	3" Square Black Post with Cap and Breakaway Anchor- Installed	2	EA	\$ 1,200.00	\$ 2,400.00
NS	Street Name Blade Scroll (will not match existing)	2	EA	\$ 300.00	\$ 600.00
NS	3" Square Black Post with Cap- Provide Only, No Breakaway Anchor	2	EA	\$ 500.00	\$ 1,000.00
NS	Relocate existing Stop with Street Name Blades to new Breakaway Anchor	1	EA	\$ 1,995.00	\$ 1,995.00

(No removal of existing anchor, seeding or filling included)

Notes: Minimum Mobilization- \$1495.00

No eradication of existing pavement markings indicated or included.

No temporary pavement markings indicated or included.

Standard Exclusions: Bonding, Core Drilling, Private Utility Location, Project Specific Insurance Premium Increases

Payment terms: FINAL PAYMENT DUE UPON COMPLETION. WE ACCEPT ALL MAJOR CREDIT CARDS. VISA, MASTERCARD, AMERICAN EXPRESS with 5% card processing fee applied

AMERICAN ROAD MARKINGS is a SWaM Certified Small Business # 700541



Note: This proposal may be withdrawn if not accepted within 14 days. PLEASE SIGN AND RETURN.

Accepted Signature: _____

Date Signed: _____

CONDITIONS: All work shall be completed per specifications in a workmanlike manner according to standard procedures. Any alteration or deviation from specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the price. Purchaser shall be responsible for all permits. Contractor is only obligated by what is written in and on this proposal. No verbal agreements or guarantees shall be considered valid. Purchaser agrees to defend, hold harmless and indemnify contractor from and against all claims. In the event purchaser defaults on payment or fails to comply with any of the terms or conditions hereof, the full amount shall be immediately due and payable. In the event of default or non-payment, past due payments shall be subject to a delinquency charge of 18% per annum. Purchaser agrees to pay reasonable attorney fees and all costs of collection.

Thanks,

Austin Harrell

Project Manager/Senior Estimator

Trident Civil

2649 Production Road
Virginia Beach, VA 23454

office: 757.452.4575

direct: 757.406.7834

email: aharrell@tridentcivil.com

www.tridentcivil.com

IMPORTANT NOTICE: Cyber criminals are preying on real estate and construction transactions. They will hack email accounts, spoof email addresses, and send emails with fake wiring, fake funds delivery instructions and phone numbers. These emails are convincing and sophisticated. Always independently confirm wiring and funding instructions over the phone with the authorized party. Trident Civil and our affiliates will not be responsible for misdelivered funds due to third-party fraud.