



Oak Creek Club Homeowners Association

Board of Directors Virtual Meeting

Tuesday November 7, 2023

6:30 P.M.

Board Package

Prepared By: Tamika Davis, On Site Community Manager

Community Association Management Professionals

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Oak Creek Club Homeowners Association
Board of Directors Virtual Board Meeting
Tuesday, November 7, 2023, @ 6:30 P.M.

AGENDA

Call to Order: 6:30 P.M.

Explanation of Virtual Meeting Protocol/Agenda Order: Alexis Stevenson

Approval of September 2023 Board Meeting Minutes and October 2023 Organizational Meeting Minutes: (Tab A)

Management Report: Tamika Davis (Tab B)

Financial Report: Tamika Davis (Tab C)

Covenants Report: TaShawn Andrews (Tab D)

Committee Reports: (Tab E)

- Budget and Finance Committee
- Social Committee

Consent Agenda

1. Approval of the vote made on October 15, 2023, to approve the Sheriff's Sale for File #70229.254 (Tab F)

New Business:

2. Approval of the 2024 Budget (Tab G)
3. Review and Approval of Insurance Renewal (Tab H)
4. Review Draft Code of Conduct (Tab I)
5. Review Paramus Court Tot Lot Sidewalk Extension (Tab J)
6. Review Additional Playground Equipment for Paramus Court Tot Lot (Tab K)

Resident Forum: 25 Minutes

Executive Session:

1. Request for Late Fee Waiver Acct # R060663LI0424138. (Tab L)

Adjournment: 8:30 P.M.

**Oak Creek Club Homeowners Association
Board of Directors Meeting
Tuesday, September 13, 2023, @ 6:30 P.M.
Virtual**

Board Members Present:

Jessica Hill - President
Remi Duyile – Vice President
Keith Pierce – Treasurer
Travis Witmer - Developer Board Member

Board Members, Absent

India Hall - Secretary

Others Present:

Susan Blackburn - President (CAMP)
Tamika Davis - On-Site Community Manager (CAMP)
Alexis Stevenson – On-Site Assistant Community Manager (CAMP)
TaShawn Andrews - Covenants Administrator (CAMP)
Members at large

Call to Order:

Jessica Hill called the meeting to order at 6:33 P.M.

Explanation of Virtual Meeting Protocol:

Alexis Stevenson explained the meeting protocol and gave an overview of the agenda.

Approval of the June 2023 Board Meeting Minutes & July 2023 Town Hall Meeting Minutes:

Keith Pierce moved to approve the June 2023 Board of Directors Meeting Minutes and the July 2023 Town Hall Meeting Minutes as presented. Jessica Hill seconded the motion, which passed by a unanimous vote.

Committee Opening Update

Alexis Stevenson provided the committee opening update.

Management Report:

Tamika Davis provided the community with the management report. This report summarized the action items completed by the management team since the June 2023 Board meeting.

Committee Report

Gabriel Powell gave an update for the Social Committee regarding the remaining events for 2023.

Covenants Report:

TaShawn Andrews provided the community with the Covenants report.

Financial Report:

Tamika Davis provided the community with the financial report. Ms. Davis reported that the Association had \$3,891,465 in cash and investments as of the end of July 2023.

Jessica Hill moved to approve the following maturing Morgan Stanley CDs in accordance with the Association’s investment ladder. Travis Witmer seconded the motion, which passed by unanimous vote.

- Bank Boada New York \$150,000 Maturity Date 09/28/2023
- BMW BK Salt Lake City \$75,000 Maturity Date 09/18/2023
- American Express UT \$75,000 Maturity Date 10/26/2023

The Fund Balances were as follows:

Bus Fund \$123,260
 Community Center Fund \$144,698
 Repair & Replacement Reserve Fund \$2,237,054
 Operating Reserve Fund \$1,002,066

Consent Agenda:

Keith Pierce moved to ratify the vote made on Thursday, August 17, 2023, by the Board of Directors to approve the American Striping Milling and Paving proposal for Dormansville Blvd. in the amount of \$81,020 to be expensed from Repair and Replacement reserves. Travis Witmer seconded the motion, which passed by a unanimous vote.

Jessica Hill moved to ratify the vote made on Tuesday, June 6, 2023, to approve the letter of support from the Oak Creek Club Board of Directors to Chris Hatcher and Carrolton Enterprises to support the most recent development plan presented by Carrolton Enterprises when it is presented to the County Council. Remi Duyile seconded the motion, which passed by a unanimous vote.

Remi Duyile moved to ratify the vote made on Monday, July 24, 2023, by the Board of Directors to approve the Paradise Pools proposal to replace the water pump feature in the wading pool in the amount of \$2,900 to be expensed from repair and replacement reserves. Jessica Hill seconded the motion, which passed by a unanimous vote.

Jessica Hill moved to ratify the vote made on Monday, July 24, 2023, by the Board of Directors to approve the Chesapeake Iron proposal in the amount of \$3,970 for the fence repair for the damaged fence at Church Road and Dormansville Blvd. To be expensed from repair and replacement reserves. Keith Pierce seconded the motion, which passed by a unanimous vote.

Keith Pierce moved to ratify the vote made on Monday, July 24, 2023, by the Board of Directors to approve the All Systems proposal to replace the Deer Run gate operator in the amount of

\$8,500 to be expensed from repair and replacement reserves. Jessica Hill seconded the motion, which passed by a unanimous vote.

New Business

Approval of Committee Volunteers:

Jessica Hill moved to approve the appointment of Vonda Williams and Martazsh Henderson to the Facilities Committee, LaKeisha Rayford to the Budget and Finance Committee, and Kathryn Thomas to the Traffic and Safety Committee. Remi Duyile seconded the motion, which passed by a unanimous vote.

Review and Approval of Service Contract for Generator Maintenance:

Jessica Hill moved to approve the JBI Generator service contract renewal effective November 1, 2023, in the amount of \$1,724 annually to be expensed from repairs and maintenance. Remi Duyile seconded the motion, which passed by a unanimous vote.

Review and Approval for 2023 Holiday Lighting Proposal:

Keith Pierce moved to approve the proposal from Homestead Gardens for the installation and take down of 2023 Holiday Lights at six gate entrances in the amount of \$46,468 to be expensed from Holiday Decorating. Remi Duyile seconded the motion, which passed by a unanimous vote.

Review and Approval of the 2024 Budget Draft for Distribution to the membership for review:

Keith Pierce moved to approve the 2024 Budget draft presented by the Budget and Finance Committee and the CAMP management staff for distribution to the membership for review before the final approval. Travis Witmer seconded the motion, which passed by a unanimous vote.

Review and Approval of the Paramus Court Tot Lot Fence:

Remi Duyile moved to approve option two on the Chesapeake Iron Works fence proposal in the amount of \$9,900 to be expensed from repair and maintenance, contingent on the information received by management regarding the warranty information. Keith Pierce seconded the motion, which passed by a unanimous vote.

Review and Approval of the Clubhouse Renovation Vendor:

Keith Pierce moved to approve the Facilities Committee's recommendation to use Mclean and Tircuit Designs as the interior designer for clubhouse renovations. Keith Pierce also moved to approve the design fee of \$28,000.00 to be expensed from the Community Center fund." YTD, there is \$144,698 in the Community Center Fund for the Swim and Tennis Center renovation. Remi Duyile seconded the motion, which passed by a unanimous vote.

Resident Forum:

Homeowners discussed the following issues:

Ways to get the homeowners to use Dwelling Live more

Number of people running in the upcoming Board Election

Repairs to the Paramus Court Tot Lot
Project warranties
Dues increase for Dunbar Security.
Status of Guard House for Fox Turn

Executive Session:

By a motion duly made and seconded, the Board voted unanimously to enter Executive Session at 8:55 P.M. to review reimbursement for gate arm damage on Acct: R0859263L0424106, review an Appeal Gate Arm Damage reimbursement decision for Acct: R0441947L0361715 and to review Account # R0491843L0400549 request to remove late fees.

Return to Open Session:

The Board of Directors returned to Open Session at 9:54 P.M.

By a motion duly made and seconded, the Board voted unanimously to deny the appeal for reimbursement for gate arm damage for Acct #R0441947L0361715.

By a motion duly made and seconded, the Board voted unanimously to approve reimbursement for gate arm damage for Acct # R0859263L0424106.

By a motion duly made and seconded, the Board voted unanimously to deny the removal of late fees for Acct # R0491843L0400549.

Adjournment:

By a motion duly made and seconded, the Board voted unanimously to adjourn the meeting at 10:17 P.M.

**Oak Creek Club Homeowners Association
Board of Directors Organizational Meeting
Tuesday, October 31, 2023, @ 6:30 P.M.
Virtual**

Board Members Present:

Jessica Hill - President
Keith Pierce – Treasurer
Travis Witmer - Developer Board Member
Dwight Ward – Board Member

Board Members, Absent

Remi Duyile – Vice President

Others Present:

Susan Blackburn - President (CAMP)
Tamika Davis - On-Site Community Manager (CAMP)
Alexis Stevenson – On-Site Assistant Community Manager (CAMP)
Members at large

Call to Order:

Jessica Hill called the meeting to order at 6:32 P.M.

Welcome & Introductions

Tamika Davis welcomed the community to the October 2023 Organizational Meeting.
Jessica Hill introduced the Board members.

Review and Approval of Resolution on Procedures for Elections Officers

Jessica Hill read through the Procedure for Election of Officers. Keith Pierce moved to table the vote to further consider paragraphs four and five of the procedures. Dwight Ward seconded the motion, which passed by a unanimous vote.

Resident Forum Comments

Concerns with paragraph one of the suggested Procedure for the Election of Officers.
Request the developer of the new section to build a new clubhouse.
Combine committees due to lack of volunteers.
Expand the communication platform to a mobile app to limit multiple site use.
Committee members should use a community-provided email address.
Show full Resolution on Procedure for Election of Officers during the meeting.

Election of Officers

Keith Pierce nominated Dwight Ward for Board President, and Jessica Hill nominated herself for Board President. Dwight Ward was elected by a plurality vote.

Keith Pierce nominated himself as Vice President. Keith Pierce was elected by a majority vote.

Jessica Hill nominated herself as Secretary. Jessica Hill was elected by a unanimous vote.

Jessica Hill nominated Remi Duyile as Treasurer. Remi Duyile was elected by a unanimous vote.

Review and Approval of the 2024 Meeting Dates

Dwight Ward moved to approve the following 2024 Board Meeting and Town Hall meeting dates. Jessica Hill seconded the motion, which passed by a unanimous vote.

2024 Board Meeting Dates

Tuesday, January 23, 2024 @ 6:30 P.M. (Planning Session)

Tuesday, February 13, 2024 @6:30 P.M.

Tuesday, April 9, 2023, 2024 @ 6:30 P.M.

Tuesday, June 11, 2024 @ 6:30 P.M.

Tuesday, September 10, 2024 @ 6:30 P.M.

Tuesday, October 8, 2024 @ 6:30 P.M. (Annual Meeting)

Tuesday, November 12, 2024 @ 6:30 P.M.

2024 Town Hall Meeting Dates

Tuesday, March 12, 2024 @ 6:30 P.M.

Tuesday, May 14, 2024 @ 6:30 P.M.

Tuesday, July 9, 2024 @ 6:30 P.M.

Executive Session:

By a motion duly made and seconded, the Board voted unanimously to enter Executive Session at 7:39 P.M. to discuss a pending legal matter.

Return to Open Session:

The Board of Directors returned to Open Session at 8:22 P.M.

Adjournment:

By a motion duly made and seconded, the Board voted unanimously to adjourn the meeting at 8:23 P.M.

Memorandum

To: Board of Directors
Oak Creek Club Homeowners Association

From: Tamika Davis, On-Site Community Manage-CAMP

Date: November 2, 2023

Re: Management Report

- The management team has begun the RFP process for Access Control. We do not expect this due diligence process to disrupt community access. Dunbar Security Solutions is still actively working during this process.
- Winterization has been completed for the irrigation systems throughout the community. The management team will identify areas with the Grounds Committee that may need irrigation for landscape enhancements.
- WSSC repaired an underground broken pipe on Mary Bowie Parkway across from the fountain during the week of October 23, 2023. This repair required the sidewalk to be dug up, and grass in the common area was damaged. WSSC will be repairing the landscape and sidewalk. We were provided with an ETA of 30-45 days for completion.
- Milling and paving was completed for Dormansville Blvd. (Queen Anne) and Ardonia Terrace on 10/26/2023.
- Fall mulching began in Oak Creek Club on 10/20/2023 and was completed on 10/26/2023.
- The holiday Light installation began on 10/24/2023. Holiday lights will be turned on November 24, 2023.
- The management team worked with Brand Design, the association's web manager, and the social media manager to establish the Oak Creek Club email address for committee members. Committee members will be able to use this designated email address instead of their personal email address. The email addresses will be sent to all active committee members on 1/2/2024.
- The management team has received several complaints about the green utility boxes needing to be secured in their yards. To support the homeowners with resolving this, we have contacted XFINITY and Verizon, who provided the following information to give to the homeowners experiencing these issues. Verizon Public Safety at 855-511-8070 or XFINITY at 855-870-1311.
- The defective VOIP equipment has been replaced at all the gates. Notifications for the phone number changes at the gate entrances were sent to the community. The management team tracked all homeowners who have been experiencing access issues since October 2022, and all of these people were tested last week, including their landlines. We will continue to monitor this to ensure the equipment is operational.

- The Bamberg transponder reader was repaired on 10/16/2023. Homeowners can proceed with accessing this gate entrance.
- JC Maintenance painted the benches at the Tennis Court on 9/12/2023.
- The management team has recovered \$24,825 in gate arm reimbursements and light pole damage in Oak Creek.
- For October, one hundred and fifty-seven homeowners logged into the Dwelling Live guest management system. Three hundred ninety-seven guests and vendors were added to the Dwelling Live system for community access. In an effort to improve access at the gate entrances, we encourage homeowners to input their guests into Dwelling Live for quick verification and access.

Memorandum

TO: Board of Directors
Oak Creek Club Homeowners Association

FROM: Tamika Davis, Onsite Community Manager - CAMP

DATE: Wednesday, November 1, 2023

RE: Financial Summary – September 2023

Suggested Motion: "I move to approve the reinvestment of the following maturing CDs in accordance with the Association's investment ladder."

Comerica Bank TX	\$150,000	Maturity Date 01/17/2024
Morgan Stanley Private BK	\$100,000	Maturity Date 02/07/2024

As per the financial statement closed through September 2023, the Association had **\$3,698,102** in cash and investments. These accounts are fully supported by cash and investments and are fully insured by the FDIC.

Fund Balances as of 9/30/2023:

- Bus Fund \$124,312
- Community Center \$145,691
- Replacement Reserves \$2,347,394
- Operating Reserves \$1,007,325

As of September 2023, the Association had a balance of \$295,439 in Accounts Receivable on the Balance Sheet. The Allowance for Doubtful Accounts is (\$73,400) leaving the projected collectible balance at \$222,039, which is 7% of the annual assessments. An Accounts Receivable balance between 3% and 5% is the gold standard for receivables in the common interest community industry. Transponders are deactivated once a homeowner's account reaches three months of unpaid assessments. Delinquent accounts meeting collection referral criteria are referred to the Associations collection attorney at the end of every month.

As of the end of September, the Association was under budget by \$191,513.

Morgan Stanley - Cash (Reserves)

Description	Bank Name	Account Number	Cash Balance as of 08/31/2023	September 2023 Wire, (P) & R	Earned Interest in September 2023	Cash Balance as of 09/30/2023
Money Market Account	Morgan Stanley	[REDACTED]	6,664.15	(12,568.27)	5,904.12	-
Savings and Time Deposits	Morgan Stanley	[REDACTED]	208,478.30	-	837.70	209,316.00

Morgan Stanley - GS (Reserves)

Description	Bank Name	Treasury Bill Value	Treasury Bill Number	Issued Date	Term in Years	Term in Months	Maturity Date	APR	Investment Amount	Accrued Interest as of 09/30/2023
US Treasury Bill	Morgan Stanley	125,000.00	[REDACTED]	7/31/2023	2	24	7/31/2025	4.570%	125,000.00	984.21
US Treasury Bill	Morgan Stanley	100,000.00	[REDACTED]	7/17/2023	3	36	7/15/2026	4.500%	100,000.00	917.12
										\$225,000.00

Morgan Stanley - CDs (Reserves)

Description	Bank Name	Original Investment Cost	CD Number	Issued Date	Term in Years	Term in Months	Maturity Date	APR	Investment Amount	Accrued Interest as of 09/30/2023
Morgan Stanley Private Bk	Morgan Stanley	100,000.00	[REDACTED]	2/7/2019	5	60	2/7/2024	3.100%	100,000.00	454.89
Ally Bank Midvale	Morgan Stanley	100,000.00	[REDACTED]	3/3/2022	2	24	3/4/2024	1.350%	100,000.00	100.14
BMW Bk Salt Lake City	Morgan Stanley	100,000.00	[REDACTED]	3/13/2020	4	48	3/13/2024	0.900%	100,000.00	42.03
Morgan Stanley Private Bk	Morgan Stanley	100,000.00	[REDACTED]	4/25/2019	5	60	4/25/2024	2.750%	100,000.00	1,187.16
Synchrony Draper UT	Morgan Stanley	100,000.00	[REDACTED]	9/17/2021	3	36	9/17/2024	0.650%	100,000.00	23.21
Texas Exchange Crowley TX	Morgan Stanley	150,000.00	[REDACTED]	9/11/2020	4.25	52	12/11/2024	0.500%	150,000.00	39.52
First Bank Richmond IN	Morgan Stanley	100,000.00	[REDACTED]	3/5/2021	4	48	3/5/2025	0.400%	100,000.00	27.47
St Bank of India Chicago IL	Morgan Stanley	150,000.00	[REDACTED]	9/22/2020	5	60	9/22/2025	0.500%	150,000.00	16.48
JP Morgan Chase Columbus OH	Morgan Stanley	100,000.00	[REDACTED]	6/30/2021	4.5	54	12/30/2025	0.600%	100,000.00	150.82
JP Morgan Chase Columbus OH	Morgan Stanley	150,000.00	[REDACTED]	10/16/2020	5.25	3	1/16/2026	0.550%	150,000.00	170.38
Goldman Sachs Bk NY	Morgan Stanley	100,000.00	[REDACTED]	2/6/2019	7	84	2/6/2026	3.300%	100,000.00	493.21
ST BK of India Chicago IL	Morgan Stanley	100,000.00	[REDACTED]	2/25/2021	5	60	2/25/2026	0.600%	100,000.00	58.70
BMO Harris BK Chicago IL	Morgan Stanley	150,000.00	[REDACTED]	3/18/2021	5	60	3/18/2026	0.800%	150,000.00	39.56
Goldman Sachs Bk NY	Morgan Stanley	150,000.00	[REDACTED]	9/22/2021	5	60	9/22/2026	1.050%	150,000.00	34.61
Sallie Mae Bank SLC	Morgan Stanley	150,000.00	[REDACTED]	2/23/2022	5	60	2/23/2027	2.200%	150,000.00	340.76
Calprivate Bank CA	Morgan Stanley	60,000.00	[REDACTED]	9/23/2022	5	60	9/23/2027	4.000%	60,000.00	46.66
Pacific Western Beverly Hills	Morgan Stanley	100,000.00	[REDACTED]	4/5/2023	5	60	4/5/2028	5.650%	100,000.00	2,747.81
Discover Bank Greenwood DE	Morgan Stanley	100,000.00	[REDACTED]	6/22/2023	5	60	6/20/2028	4.400%	100,000.00	1,202.19
										\$2,060,000.00

Ending Cash Balance **\$0.00**

Total Savings and Time Deposits **\$209,316.00**

Accrued Interest as of 09/30/2023 **\$9,076.93**

Total GS @ Face Value **\$225,000.00**

Total CDs @ Face Value **\$2,060,000.00**

Morgan Stanley - Cash (Operating Reserve)

Description	Bank Name	Account Number	Cash Balance as of 08/31/2023	September 2023 Wire, (P) & R	Earned Interest in September 2023	Cash Balance as of 09/30/2023
Money Market Account	Morgan Stanley	504-00004-0001	355.25	(4,301.82)	4,360.19	413.62
Savings and Time Deposits	Morgan Stanley	504-00007-0001	52,281.84	4,411.00	217.75	56,910.59

Morgan Stanley - GS (Operating Reserve)

Description	Bank Name	Treasury Bill Value	Treasury Bill Number	Issued Date	Term in Years	Term in Months	Maturity Date	APR	Investment Amount	Accrued Interest as of 09/30/2023
US Treasury Bill	Morgan Stanley	150,000.00	[REDACTED]	9/22/2022	3	36	9/15/2025	3.500%	150,000.00	216.35
US Treasury Bill	Morgan Stanley	75,000.00	[REDACTED]	3/15/2023	3	36	3/15/2026	4.625%	75,000.00	142.94

\$225,000.00

\$359.29

Morgan Stanley - CDs (Operating Reserve)

Description	Bank Name	Original Investment Cost	CD Number	Issued Date	Term in Years	Term in Months	Maturity Date	APR	Investment Amount	Accrued Interest as of 09/30/2023
American Express UT	Morgan Stanley	75,000.00	[REDACTED]	10/26/2022	1	12	10/26/2023	4.300%	75,000.00	2,995.27
Comerica Bank TX	Morgan Stanley	150,000.00	[REDACTED]	4/17/2023	0.75	9	1/17/2024	4.900%	150,000.00	3,342.74
BMW Bk Salt Lake City	Morgan Stanley	75,000.00	[REDACTED]	9/17/2021	2.5	30	3/18/2024	0.500%	75,000.00	13.39
UBS Bank USA SLC UT	Morgan Stanley	50,000.00	[REDACTED]	6/23/2021	3	36	6/24/2024	0.350%	50,000.00	3.40
Comenity Bank Jumbo	Morgan Stanley	100,000.00	[REDACTED]	9/15/2021	3	36	9/16/2024	0.650%	100,000.00	50.49
Beal Bank SSB	Morgan Stanley	75,000.00	[REDACTED]	3/2/2022	3	36	2/26/2025	1.750%	75,000.00	100.96
Goldman Sachs Bk NY	Morgan Stanley	75,000.00	[REDACTED]	9/15/2021	4	48	9/15/2025	0.750%	75,000.00	23.18
Discover Bank Greenwood DE	Morgan Stanley	50,000.00	[REDACTED]	6/1/2023	3	36	6/2/2026	4.600%	50,000.00	760.38
Sallie Mae Bank SLC	Morgan Stanley	75,000.00	[REDACTED]	9/22/2021	5	60	9/22/2026	1.050%	75,000.00	17.31

\$725,000.00

\$7,307.12

Ending Cash Balance \$413.62

Total Savings and Time Deposits \$56,910.59

Accrued Interest as of 09/30/2023 \$7,666.41

Total GS @ Face Value \$225,000.00

Total CDs @ Face Value \$725,000.00

Morgan Stanley - Cash (Bus Fund)

Description	Bank Name	Account Number	Cash Balance as of 08/31/2023	September 2023 Wire, (P) & R	Earned Interest in September 2023	Cash Balance as of 09/30/2023
Money Market Account	Morgan Stanley		9.07	-	-	9.07

Ending Cash Balance \$9.07

Morgan Stanley - CDs (Bus Fund)

Description	Bank Name	Original Investment Cost	CD Number	Issued Date	Term in Years	Term in Months	Maturity Date	APR	Investment Amount	Accrued Interest as of 09/30/2023
Comerica Bank TX	Morgan Stanley	120,000.00		3/30/2023	1	12	3/28/2024	5.250%	120,000.00	3,167.21

\$120,000.00

Ending Cash Balance \$9.07

Accrued Interest as of 09/30/2023 \$3,167.21

Total CDs @ Face Value \$120,000.00

Morgan Stanley - Cash (Community Center Fund)

Description	Bank Name	Account Number	Cash Balance as of 08/31/2023	September 2023 Wire, (P) & R	Earned Interest in September 2023	Cash Balance as of 09/30/2023
Money Market Account	Morgan Stanley		2.63	-	2,772.74	2,775.37

Ending Cash Balance \$2,775.37

Morgan Stanley - CDs (Community Center Fund)

Description	Bank Name	Original Investment Cost	CD Number	Issued Date	Term in Years	Term in Months	Maturity Date	APR	Investment Amount	Accrued Interest as of 09/30/2023
Pacific Western Beverly Hills	Morgan Stanley	100,000.00		3/24/2023	1.5	18	9/24/2024	5.500%	100,000.00	90.66

\$100,000.00

Ending Cash Balance \$2,775.37

Accrued Interest as of 09/30/2023 \$90.66

Total CDs @ Face Value \$100,000.00



Covenants Report for October 2023

Exterior Modification Application Overview

For **October**, the committee approved **9 of 12** applications submitted.

If you are interested in making exterior modifications to your home, please contact the management office during the planning stage of your project. We will be glad to help you through the covenant's approval process! For the Covenants Committee to properly review the modification applications, they must be submitted to the management office the **Tuesday before** their regularly scheduled monthly meeting unless otherwise noted. The Covenants Committee meets on the Third Tuesday of every month.

Exterior Modification Applications	October 2023				Total 2023		
	Total # Processed	Total # Approved	Total # Awaiting Information	Percentage Approved	Total # Processed	Total # Approved	Percentage Approved
	12	9	3	75.0%	95	82	86.3%

Violation Overview

For **October**, 53 % of the **19 issued** violations were maintenance-related. Please remember to take care of any maintenance-related issues as soon as possible.

Thank you for helping to keep Oak Creek Club a beautiful and well-maintained place to live!

Violations Processed	October 2023			Total 2023		
	Total Issued	Total Resolved	Total Unresolved	Total #Issued	Total Resolved	Total Unresolved
	19	40	210	339	129	210

Category	% of Total
Rubbish and Debris	21%
Maintenance	53%
Vehicle Parking	0%
Landscaping	16%
Unsightly	5%
Noise	0%
Architectural	5%

Oak Creek Social Committee
Board Updates
November 2023

What the Committee has accomplished:

- Oak Creek Day
- Various Get Fit While You Sit events
- Various Knit and Crochet Events - Currently knitting hats for newborns to donate to local hospitals
- Various BINGO game night events
- Harvest Day event
- Line dancing event

What the Committee is working on:

- Children's storytime event, including children's book drive - November 18, 2023 - 12 pm to 3 pm
- Photos with Santa - December 16, 2023 - 2 pm to 4 pm
- Adult Holiday Party - December 9, 2023 - 8 pm to midnight
 - The Committee has recently determined that it would like to hire an outside event planner to assist with the remaining efforts related to the planning of the Adult Holiday party such as vendor management, decorating, and day of event management so that the committee members may enjoy the event as residents. The Committee sent out requests to the community for residents who do event planning and received responses from 4 individuals who wanted to receive an RFP by our requested deadline. The RFP was sent out and only 1 response has been received.
 - The Committee voted and is requesting that the Board approve the Committee's use of an external event planning company, Exquisite Event Designs, owned by a community resident for an amount to not exceed \$4,500. The Committee has reviewed the budget and is comfortable that our budget will allow for this service.
 - The quote that was provided by the company details a number of specific, a la carte, services which sum to the total of \$4,500. The Committee will work with the vendor to identify which specific services will meet our needs and thus the total costs of use of the vendor is expected to be no more than \$4,500 but potentially even less as the Committee has already begun hiring vendors
 - The vendor will help decorate and provide day-of event management as well as help the Committee in finalizing the

last minute details to bring the Committee's vision for the event to life.

- Any items that the vendor has to procure on our behalf, including decor, will be considered separate from the vendor contract and payments made specifically for services provided by the vendor and as such is not included in the \$4,500 maximum.
- 2024 planning retreat - The Committee is planning a 2024 Planning Retreat for January 21, 2024 from 1 pm to 5 pm. This is where we will begin planning the year out for all/most events.
 - The Committee has already begun working with a catering vendor that has worked with us for numerous Oak Creek Days in the past in order to have them procured for Oak Creek Day 2024 as a result of the experiences we had with using a new catering vendor this year.

What we respectfully request from the Board and HOA Management:

- We would like to request the opportunity to use Eventbrite for registration and check-in for the remaining events for the year, in particular the Adult Holiday Party. Use of this software will allow the community to save money on the creation of the registration page on Ciranet (\$75 per event on Ciranet, while eventbrite is free for events that are of no cost to attendees) and will also remove the very manual process employed by HOA Management to manage the list of respondents. HOA Management can be provided access to the eventbrite site and can remove those who are not in compliance with their HOA dues directly on the site. Furthermore, the system will provide opportunities for waitlists where people who register and cannot attend can remove themselves from the list and allow others to sign up in their place with ease. Lastly, this system provides a scanning feature which could streamline the event check-in process, making it easier, and much faster, while also preventing attendees from checking in multiple times with different people.

Memorandum

To: Board of Directors
Oak Creek Club Homeowners Association

From: Tamika Davis, On-Site Community Manager - CAMP

Date: Wednesday, November 1, 2023

Re: Ratification of the vote made on October 15, 2023, to approve Sheriff's Sale for File #70229.254.

Suggested Motion: "I move to ratify the vote made on October 15, 2023, by the Board of Directors to approve the Sheriff's Sale for File #70229.254."

Please see the attached documentation of the Board vote to approve the above referenced Sheriffs Sale.

Memorandum

To: Board of Directors
Oak Creek Club Homeowners Association

From: Tamika Davis, On-Site Community Manager- CAMP

Date: Wednesday, November 1, 2023

Re: 2024 Budget Approval

Suggested Motion: "I move to approve the 2024 Budget as presented by the Budget and Finance Committee and CAMP management with no assessment increase for 2024."

Attached is the 2024 Oak Creek Club Budget draft mailed to the community on Thursday September 14, 2023, and made available for review on the HOA website. This budget draft was presented to the community at the Budget and Finance Committee Resident Forum on Monday, October 2, 2023, and preliminarily reviewed by the Board of Directors at the September Board meeting held on Tuesday, September 12, 2023.

Oak Creek Club Homeowners Association
2024 Budget Draft

Thursday, September 14, 2023

Oak Creek Club Homeowners Association,

Enclosed is the 2024 Operating Budget Draft for Oak Creek Club, which the Board of Directors will vote to adopt for 2024. The governing documents require that the Board of Directors approve a budget at least 30 days before the fiscal year-end and notify the owners at least 30 days before the adoption of the budget as a comment period. If you have any questions or comments about the budget for 2024, please get in touch with me directly at (301) 390-1721 or email me at manager@oakcreekclub.com. I will be happy to assist you. There will also be a virtual Budget and Finance Committee resident forum on Monday, October 2, 2023, @ 7:00 p.m. Community reminders will be sent through the approved communication vehicles, the HOA Website, CIRANET, and Text Alert.

After Careful review and consideration by the Budget and Finance Committee, the committee recommends **no** increase to the monthly assessment. Your monthly assessment for 2024 will remain at \$217.00 monthly. This budget is based on 1174 homes and is attached for your review and consideration.

2024 Coupon books will be distributed to all homeowners by the end of the year. If you are in the Direct Debit program, please ensure the correct amount of \$217.00 monthly is being debited. Direct Debit deductions are debited around the 3rd business day of the month. If you are using a bill payer service, please confirm the correct amount is being debited for the correct due date to avoid late fees. If you want to make your assessment payments online or sign up for direct debit, please visit www.gocampmgmt.com, scroll to the bottom of the page, and click "Residential Portal."

Tamika Davis, CMCA®
On-Site Community Manager – (CAMP)
Oak Creek Club Homeowners Association
14505 Mary Bowie Parkway
Upper Marlboro, MD 20774
Phone (301) 390-1721 | www.OakCreekClubHOA.com
manager@oakcreekclub.com



Oak Creek Club Budget	2024	2024 Budget Notes
	Budget	
Number of Homes	1174	Oak Creek Club is at complete build out w/ 1174
Resale Projection	20	Assuming 20 resales for 2024
Income		
Regular Assessments		
Full Rate @ \$217 per home per month	\$3,057,096	Monthly assessment at \$217 per month
Bad Debt Adjustment	-\$64,801	Accounts in foreclosure/bankruptcy are considered uncollectable. In addition, 25% of homeowners balances that have been referred to an attorney are
Total Regular Assessments	\$2,992,295	
Other Assessments		
Capital Contributions	\$10,000	Number of resales x \$500 initial contribution
Total Other Assessments	\$10,000	
Assessment Allocation		
Assessment Allocation (Reserves)	-\$676,610	Contribution per Reserve Study updated in 2023, Page A9
Total Assessment Allocation	-\$676,610	
Total Assessments	\$2,325,685	
Other Income		
Late Payment Charges	\$47,280	Late Payment Charges @ \$20.50 per homeowner
Lien Filing	\$2,760	Cost for filing liens for delinquent assessments
Late Payment Charges Waived	-\$1,980	Average Late Fees waived per month
Miscellaneous Income	\$12,000	Gate Arm damage reimbursements plus other miscellaneous income items
Returned Payment Fees	\$3,600	Returned check fees
Compliance Fees	\$6,000	Violation Fees-Covenants
Interest Income	\$56,000	Annual Interest income on the association's investments/\$2.8 Million @ an
Amenity Center Rental	\$9,600	Amenity Center rental has increased. \$50.00 an hour with a two hour minimum
Transfer from Operating Reserve	\$90,564	To cover operating deficit for 2024
Access Cards	\$24,000	Income from the purchase of transponders @ \$100 each, tag readers @ \$150 e
Total Other Income	\$249,824	
Total Income	\$2,575,509	
Expenses		
Utilities		
Amenity Center Water	\$15,000	WSSC/Pool will be drained in May for Whitecoating and billed in July
Water & Waste Water	\$15,000	Irrigation water sub metered
Gas	\$1,464	Gas utilities for Generators for Gate Access Back Up System / Average cost
Electricity	\$244,008	Street Lights /Gates / Swim and Tennis Center & Pool Operations / Tennis Court / Access Systems / Security Gate House/ Monument lights/ Landscape
Total Utilities	\$275,472	
Landscape Maintenance		
Grounds Contract	\$191,245	McFall & Berry 2024 Contract Pricing will be \$159,373.50. This is a 3%
General	\$60,000	Spring and Fall Updates & Tree Work / Storm Water Management System repairs and maintenance. Replacement of trees and common area repairs and
Irrigation	\$6,380	Irrigation repairs , inspection and permits. System start up and winterization included in landscape contract. Replacement of broken heads and equipment
Lakes/Ponds/Water Features	\$5,520	Maintain Water Features (One Fountain and One water Fall). Lake Source
Snow Removal	\$31,905	Snow removal performed by McFall & Berry
Total Landscape Maintenance	\$295,050	
General Repair & Maintenance		
General Maintenance	\$57,600	Common area repairs, Security guard house, Fencing repairs or removals split rail, Supplies, and various other common area concerns. Elan City Cloud

Lights & Electrical	\$28,284	Lightbulbs for monuments, street lights, tennis court, S&T Center parking lot and general electrical repairs, electrician-street lights requires bucket lift. All
Signage	\$4,000	Allowance for new community signage.
Exterminating	\$1,056	\$88.00 per month for Orkin.
Trash Removal	\$5,904	Waste Management - Once per week for trash and recycling, service for 3 trash bins and 1 recycling bin is \$574 per month. Extra pick ups for pool and
Generator Maintenance	\$8,540	Generator Maintenance Contract paid quarterly/JBI Generators
Amenity Center Repair & Maintenance	\$89,325	Janitorial Contract \$2,706 per month (3% increase from 2023) from Jan-May and \$4,819 (June to September for pool season; Porter Contract \$2,995 per month (3% increase from 2023) (Tuesday and Thursday) Additional \$768.70 for intial delivery and \$418.70 monthly for for golf cart rental for custodial
Gym Equipment	\$1,800	Gym equipment maintenance, gym wipes, PM contract for water dipenser
Total Repair & Maintenance	\$196,509	
Pool Operating Expenses		
Pool Contract	\$62,270	Estimating \$62,270 annually for 2024 Pool Management Contract/Season.
Repairs & Supplies	\$8,000	Pool Repairs and Member Splash reservation system \$2,000 annually.
Total Pool Expenses	\$70,270	
Access Patrol Services		
Access Patrol Services	\$712,860	Access Contract \$712,860 annually. Dunbar has requested a wage increse for On Site Access Team. Fox Turn assumes 12 Allowance to bring in additional
Total Access Patrol Services	\$712,860	
Other Operating Expenses		
Golf Assessment	\$211,320	Invited Clubs exercised its right under the MOU to increase the golf assessment by 3% CPI. No notice of any increase has been provided at this
Transponders	\$15,000	The cost of purchasing transponders to new members and replacement fobs for current homeowners. Cost for the association to purchase transponders are \$110 for windshield device and \$45 for key fob.
Other Expenses	\$8,000	Gate arm damage reimbursements to owners
Total Other Operating Expenses	\$234,320	
Professional Fees		
Audit & Tax Prep	\$11,190	The cost of the audit \$10,340 and tax prep \$750
Reserve Study	\$0	Being reclassified to Repair & Replacement Reserves
Legal-General Council	\$30,000	
Legal-Collections	\$12,000	Collections/Deliquent Accounts/Alexandrides deferred billing arrangement/balance currently at \$55,000
Management Fee - Contract	\$67,200	CAMP Management Services Contract
Management Personnel	\$313,980	CAMP On-Site Employees/Payroll/Benefits/Taxes
Total Professional Fees	\$434,370	
Homeowner Activities		
Board Meetings	\$7,500	Annual Meeting expense, Board & committee training. Also includes awards for annual meeting.
Activities	\$90,000	Community Events
Holiday Decorations	\$46,469	Homestead Gardens Nursery/Lighting for 6 community entrances/set up, take
Web Site & Communications	\$22,800	Website Hosting and Maintenance and Upgrades \$2,000 annually. Social media Administration \$375 monthly or \$4,500 annually. New Home Owner Gifts and Misc \$500.00 annually. ZOOM \$3,840 yrly, EZ Texting \$3,879 yrly (increased plan to 120,000 credits) ; Vote HOA Now \$2,100 annually, Dwelling Live \$426 monthly or \$5,112.
Total Homeowner Activities	\$166,769	
Insurance		
General, Property, Liability	\$53,750	increase represents an estimated \$9,481 or 21% increase to accommodate insura
Workers Comp	\$500	

Total Insurance	\$54,250	
Administration		
Administration	\$6,576	
IT Support	\$27,154	GRS for office computers, equipment, televisions and software monthly fee \$1799
Office Equipment	\$10,476	Copier lease and other office equipment such as computers, telephone and fax machine. (equipment lease up for renewal will decrease cost)
Assessment Coupons	\$6,550	
Dues & Subscriptions	\$550	CAI Memberships
Office Supplies	\$6,305	
Postage	\$5,400	
Printing & Copying	\$28,740	Mailer fees for Call for Candidates, Annual Budget, Annual Meeting.
Professional Services	\$3,504	contracted third party services
Income Tax	\$0	
Real Property Tax	\$16,300	
Telephone	\$24,084	Office phones, pool phone, internet, security phones, gate phones, internet for 6 gates monthly .
Total Administration	\$135,639	
Total Expenses	\$2,575,509	
Net Income	\$0	

Memorandum

To: Oak Creek Club Board of Directors

From: Tamika Davis, On-Site Community Manager-Community Association Management Professionals (CAMP)

Date: Thursday, November 2, 2023

Re: 2023/2024 Insurance Renewal

Suggested Motion: "I move to approve the association's insurance renewal in the amount of \$53,538 annually for all policies to be expensed from Insurance."

Please see the attached comparison of coverage and explanation and proposal for the 2023-2024 Oak Creek Club Insurance renewal.

Comments From Sandy John w/ JGS Insurance:

Please find attached our formal 2023-2024 insurance proposal. Please note that the comparison between the expiring and the renewal can be found on page 2. The increase in the Association's package policy with Philadelphia Insurance is 13.07% or \$4,277. The Umbrella increase is 78.95% or \$4,479. In August, we provided an overall estimate of a 21% increase or \$9,481, and the overall increase for all policies is 19.59% or \$8,769.

Please review this with the Board and advise if there are any questions or concerns that need to be addressed. Upon approval, please provide the signed and check the Acceptance Page, page 17, with the Terrorism Form attached if rejecting coverage. On the Acceptance Page, we will need the information regarding cash on-site confirmed.

Please provide these to my attention no later than Tuesday, November 21, 2023 – due to the Thanksgiving Holiday.

Comments from Robin Manougian w/ JGS Insurance (2024 Budget Prep):

Tamika,

I am going to estimate a fairly substantial increase this year, mainly because market conditions are terrible (too many catastrophe losses are resulting in significant increases from all carriers) but also because that trip and fall (a woman tripped in a hole next to the walk) has paid \$32,653.17.

The below figures are only an estimate. With renewal not until November 30, we have yet to begin any discussions with underwriting.

\$ 40,000 Master Policy
\$ 6,825 Umbrella

\$ 3,425 D&O
\$ 500 Primary Crime/Fidelity
\$ 2,800 Excess Crime/Fidelity
\$ 500 If Any Work Comp (non-payroll)
\$ 200 Holiday Party
\$ 54,250 Estimated 11/30/2023-24 total.

This does not include next year's Family Day because much of that event depends on the features you have. The above represents an estimated \$9,481 or 21% increase over the 22-23 program.

Thanks,
Robin.

YTD, as of 9/30/2023, \$33,632 has been expensed for insurance. There is \$11,739 remaining for the year.



Oak Creek Club Homeowners Association, Inc.
 Community Association Management Professionals (CAMP)
 4114 Legato Road, Suite 200
 Fairfax, VA 22033

Dear Members of the Board:

JGS Insurance, a longtime member and contributor to the Community Associations Institute (CAI), is a major provider of insurance coverage for associations. We are pleased to offer your association an excellent, comprehensive insurance program for your community. We have solicited quotes from the following insurance markets:

Carrier	Coverage Type	Policy Term	Am Best Rating
Philadelphia Indemnity Ins	Package – Property & Liability	11/30/23-11/30/24	A++ XV (Superior)
Continental Casualty	Crime-Employee Dishonesty	11/30/23-11/30/24	A XV (Excellent)
Travelers Casualty	Excess Crime-Employee Dishonesty	11/30/23-11/30/24	A++ XV (Superior)
Greenwich Insurance	Directors & Officers Liability	11/30/23-11/30/24	A+ XV (Superior)
Greenwich Insurance	Commercial Umbrella Liability	11/30/23-11/30/24	A+ XV (Superior)
The PMA Group	Workers Compensation	11/30/23-11/30/24	A+ XV (Superior)

We want to thank you for the opportunity to offer a quote for Oak Creek Club Homeowners Association, Inc. We will be available at any time to answer any questions anyone may have regarding this proposal. This proposal is based upon information provided to us during the underwriting process. It is highly recommended that the association hire a professional appraiser periodically, in order to maintain the correct building values. You will find the premium summary toward the back of this proposal.

Thank you,

JGS Insurance

Sandy Johns

Sandy Johns, CISR
 Director of Client Experience – Habitational



Comparison of Coverages

Oak Creek Club Homeowners Association, Inc.

COVERAGE	Actual Expiring Policies	Recommended Coverage
Package Policy - Property Coverage	Philadelphia Indemnity	Philadelphia Indemnity
Building Limit	3,497,803	3,497,803
Building Valuation Basis	Replacement Cost	Replacement Cost
Community Personal Property	100,000	100,000
Deductible	5,000	5,000
Demolition	300,000	300,000
Increased Cost of Construction	300,000	300,000
Package Policy - General Liability Coverage		
Annual Aggregate	2,000,000	2,000,000
Per Occurrence Limit	1,000,000	1,000,000
Hired & Non-Owned Auto	1,000,000	1,000,000
Premium	\$32,726.00	\$37,003.00
Crime Policy	Continental Casualty	Continental Casualty
Employee Dishonesty Coverage	100,000	100,000
Deductible	250	250
Premium	\$477.00	\$477.00
Excess Crime Policy	Travelers Casualty	Travelers Casualty
Employee Dishonesty Coverage	3,500,000	3,900,000
Deductible	100,000	100,000
Premium	\$2,300.00	\$2,128.00
Directors & Officers Liability Policy	Greenwich Insurance	Greenwich Insurance
Per Occurrence / Annual Aggregate	1,000,000	1,000,000
Deductible	2,500	2,500
Premium	\$3,098.00	\$3,283.00
Umbrella Liability Policy	Greenwich Insurance	Greenwich Insurance
Limit	10,000,000	10,000,000
Deductible	0	0
Premium	\$5,673.00	\$10,152.00
Workers Compensation Policy	The PMA Group	The PMA Group
Each Accident	500,000	500,000
Disease – Policy Limit	500,000	500,000
Disease – Each Employee	500,000	500,000
Premium	\$495.00	\$495.00
Total Premium for All Policies	\$44,769.00	\$53,538.00



Property Coverage

Insurance Carrier: Philadelphia Indemnity Insurance Company

DESCRIPTION OF PREMISES

Coverage is provided for community personal property of a Homeowners Association consisting of one thousand one hundred seventy-four residential units (townhomes and single-family homes). The premises is located at 14505 Mary Bowie Parkway (clubhouse), Abbeville Place, Ansonia Court, Ardonia Terrace, Ashaway Lane, Bamberg Way, Bleak Hill Road, Bloomfield Lane, Bolin Terrace, Bottsford Lane, Bowers Court, Baden Court, Boyden Street, Church Road, Clara Court, Clark Court, Coffren Place, Cranston Avenue, Demotte Place, Dormansville Boulevard, Elberfeld Terrace, Elara Court, Esmond Place, Esterville Lane, Hawley Lane, Hebron Lane, Himalia Circle, Hopedale Court, Lonsdale Court, Lynnville Terrace, Modena Circle, Oak Grove Road, Panora Way, Paramus Court, Raden Court, Rexford Way, Rifton Court, Sangerville Circle, Shannock Lane, Shumard Way, Stanwich Terrace, Thebes Lane, Turner Wooton Parkway, Westerlo Court, Winamac Court, and Worton Hill Court, Upper Marlboro, Maryland 20774.

COVERED PROPERTY***	2021-22 LIMIT	2022-23 LIMIT
Club/Pool House (5,645 square feet)	\$1,016,100	\$1,016,100
Fitness Equipment	\$45,000	\$45,000
(2) Outdoor Pools – main and wading pools	\$225,000	\$225,000
Pool Furniture	\$60,000	\$60,000
(2) Tennis Courts/Fencing	\$90,000	\$90,000
(3) Tot Lots	\$85,000	\$85,000
Gatehouse	\$150,000	\$150,000
(6) Entry Gates (including gate operators, swing gates, and mechanical parts (3 sets of gates at each entrance)	\$480,000	\$480,000
Camera system, DVR, monitors, and wiring inside the gatehouse and to each entrance	\$230,000	\$230,000
(38) Cameras and camera poles at each entrance	\$133,000	\$133,000
(6) Gate Transponder Readers	\$60,000	\$60,000
(6) Entry Marquees	\$90,000	\$90,000
(3) Fountains w/waterfall, main entrance	\$90,000	\$90,000
Fences	\$200,000	\$200,000
Road Signs	\$35,000	\$35,000
Streetlights/poles	\$500,000	\$500,000
(3) Solar-Powered Speed/Radar Signs	\$8,703	\$8,703
Total	\$3,497,803	\$3,497,803



COVERAGE	LIMITS
Blanket Buildings – 100% Coinsurance, Agreed Value - Yes	\$3,497,803
Business Personal Property – 100% Coinsurance, Agreed Value - Yes	\$100,000
Business Income – 100% Coinsurance, Agreed Value, 72 Hours Deductible	\$300,000
Risk of Direct Physical Loss subject to policy exclusions	Included
“Special Causes of Loss Form”	Included
Guaranteed Replacement Cost Valuation	Included
Original Specifications of Builder	Included
Deductible	\$5,000
Ordinance or Law Coverage A – Undamaged Portion of Building	Included in Building Limit
*Coverage B – Demolition to Undamaged Portion of Building	\$300,000
*Coverage C – Increased Construction Costs	\$300,000

BOILER AND MACHINERY	
Property Damage	\$3,589,100
Business Income & Extra Expense	\$300,000
Ammonia Contamination	\$25,000
Water Damage	\$25,000
Hazardous Substances	\$25,000
Spoilage	\$25,000
Expedite Expense	\$25,000
Newly Acquired Location Coverage	\$100,000
Off Premises Service Interruption	
Spoilage	\$25,000
Deductibles	
Property Damage	\$1,000
Business Income and Extra Expense	48 Hours
Spoilage	Combined with PD
Off Premises Service Interruption	48 Hours
Ammonia Contamination	Combined with PD

CRIME	
Money & Securities (inside) - \$500 Deductible	\$5,000
Money & Securities (outside) - \$500 Deductible	\$5,000
Money/Counterfeit Currency - \$500 Deductible	\$5,000
Kidnap, Ransom, Extortion	\$25,000



Additional Policy Coverages – subject to the Limit of Insurance Shown below:	
Brands and Labels	Included in Policy Limits
Claims Expense	\$10,000
Contract Penalty Clause	\$25,000
Computer Property	Included in Personal Property Limit
Excavation & Landscaping** - \$5,000 Deductible	\$175,000
Fine Arts	\$25,000
Fines for False Alarms	\$5,000
Fire Department Service Charge	\$50,000
Fire, Sprinkler or Burglar Alarm Upgrade	\$50,000
Fish in Aquariums	\$1,000
Glass	Included in Policy Limits
Guard Dogs	\$1,000
Lost Key Replacement	\$2,500
Newly Acquired Property – Blanket Limit Real & Personal	\$1,000,000
New Construction	\$500,000
Ordinance or Law – Undamaged Portion	Included in Building Limit
Ordinance or Law – Demolition	\$250,000
Ordinance or Law – Increased Cost of Construction	\$250,000
Personal Effects – Portable Electronic Equip away from premises	\$1,000
Personal Effects – Premises	\$25,000
Personal Effects – Spouses	\$500
Personal Effects – Worldwide	\$1,000
Pollutant Cleanup & Removal	\$25,000
Precious Metals	\$2,500
Signs	Included in Personal Property Limits
Theft Damage to Building	Included in Personal Property Limits
Utility Service – Direct Damage	\$10,000
Voluntary Parting	\$10,000
Accounts Receivable	\$250,000
Arson Rewards	\$25,000
Computer Virus	\$2,500
Consequential Damage	\$25,000
Debris Removal	\$250,000
Personal Prop at Unspecified Premises	\$100,000
Personal Prop in Transit	\$50,000
Valuable Papers	\$250,000

** Excavation and Landscaping (landscaped trees, shrubs, and plants) are subject to the following named perils: Fire, Lightning, Explosion, Riot or Civil Commotion, and Aircraft.



Ultimate Coverage Elite Property Enhancement: Homeowners Associations & Planned Unit Developments	
Covered Property	
Business Personal Property	Within 1,250 Feet
Fine Arts	Limits ≤ \$35,000 not required to be scheduled
Garages, Storage Sheds, and Carports	\$5,000
Additional Coverages	
Automated External Defibrillators (AEDs)	\$5,000
Bulkheads, Docks, Piers and Wharves	\$10,000
Emergency Vacating Expense	\$15,000
Lease Cancellation Moving Expenses	\$2,500
Pollutant Clean Up and Removal	\$35,000
Foundations	Included
Coverage Extensions	
Business Income with Extra Expense	\$100,000
Civil Authority	Included in BI/EE Limit
Contingent Business Property	Included in BI/EE Limit
Ordinance or Law – Demolition Cost	\$300,000
Ordinance or Law – Increased Cost of Construction	\$300,000
Reward Reimbursement	\$5,000
Spoilage	1,600 Feet, \$25,000
Newly Constructed Property	90 days
Property Off-Premises, Including Stock	\$500,000
Property at Conventions, Fairs, Exhibitions or Special Events	\$25,000
Inventory and Appraisals of Loss	\$5,000
EDP Equipment and Media	\$50,000
Exclusion Amendments	
Earthquake Sprinkler Leakage	\$10,000
Dampness/Extremes of Temperature	Deletion Excluded
Causes of Loss Additional Coverage Extensions	
Utility Services – Direct Damage	\$25,000
Furs	\$5,000
Precious Metals	\$5,000
Off-Premises Power Failure	\$25,000
Business Income Additional Coverages	
Utility Service Interruption	Included



Property Coverage, *Continued*

Insurance Carrier: Philadelphia Indemnity Insurance Company

Bell Endorsement	
Identity Theft Expense	\$50,000
Terrorism Travel Reimbursement	\$50,000
Emergency Real Estate Consulting Fee	\$50,000
Temporary Meeting Space Reimbursement	\$25,000
Workplace Violence Counseling	\$50,000
Kidnap Expense	\$50,000
Key Individual Replacement Expenses	\$50,000
Image Restoration and Counseling	\$50,000
Donation Assurance	\$50,000
Business Travel	\$50,000
Conference Cancellation	\$25,000
Fundraising Event Blackout	\$25,000
Political Unrest	\$5,000 per employee; \$25,000 policy limit
Travel Delay Reimbursement	\$1,500
Crisis Management	\$25,000

CANCELLATION/NON-RENEWAL

10 days for nonpayment of premium/fees; 45 days for underwriting reasons (must follow individual state requirements).

Note: If the Association plans to take out any capital improvement loans, please contact your lender prior to rejecting any offer of terrorism coverage. Many if not most capital improvement loans require that you carry terrorism coverage.



Commercial General Liability

Insurance Carrier: Philadelphia Indemnity Insurance Company

The General Liability coverage form protects the Association against liability claims for bodily injury (BI) and/or property damage (PD) arising out of premises, operations, products and completed operations, advertising legal liability and personal injury (PI) liability.

COVERAGE	OCCURRENCE
Coverage Form	Occurrence
Each Occurrence Bodily Injury & Property Damage	\$1,000,000
Personal Injury & Advertising Injury	\$1,000,000
Products & Completed Operations Aggregate	\$2,000,000
Damage to Premises Rented To You	\$1,000,000
Medical Expense	\$5,000
Policy General Aggregate	\$2,000,000
Hired & Non-Owned Auto Liability	\$1,000,000

CLASSIFICATIONS – MD	CLASS CODE	PREMIUM BASE	EXPOSURE
Residential Condo Assoc (Assoc Risk Only)	62003	U	1,174
Clubhouse	41668	A	5,645
Lake	45524	T	2
Swimming Pool	48925	T	2

S = per \$1,000 Sales P = per \$1,000 Payroll A = Sq Ft Area U = per Unit T = Other

The General Liability Policy contains:

A Cross Liability endorsement (allows one insured party to sue another insured party even when both parties are under the same contract).

Severability of Interest (the policy will cover a claim made by one insured against another insured).

Waiver of Subrogation (the carrier agrees not to seek recovery from an owner who causes damage regardless of negligence).

No-Control Provision (the insurance shall not be affected by failure of the Association to comply with the provisions of the policy in any portion of the property over which you have no control).

Host Liquor Liability for events that you sponsor where alcohol is provided/served but not sold.

Who is an Insured:

- All Owners
- The Board of Directors
- Appointed Association Committee Members and Volunteers
- Community Association Management Professionals, Inc. (CAMP), the Association’s management firm
- Association Employees (should you hire any)



General Liability Coverage, *Continued*

Insurance Carrier: Philadelphia Indemnity Insurance Company

General Liability Common Exclusions:

- Mold/Fungus, Lead, and Asbestos exposure claims are excluded from this coverage form.
- This policy excludes Abuse and Molestation claims.
- This policy excludes coverage for sponsored team sports participation. Should you sponsor a team (ex: a swim team, a pickleball team), we would need to secure a separate sports participation and accident medical policy.
- The General Liability policy does not provide defense coverage or judgment of any employment-related practices claims including Sexual Harassment, Wrongful Hiring Practices, or Wrongful Termination. These exposures are covered under the Directors and Officers Liability form.
- This policy provides no third-party coverage (to defend from suits or cleanup) for leaks that may result from an above- or underground fuel tank. Please let us know if you have or elect to add any tanks so that we can provide the appropriate coverage. (Note: there is a backup generator on Turner Wootton Parkway at Fox Turn that has a backup generator that utilizes hard-piped natural gas; no tank).
- This policy includes a communicable disease/virus and bacteria exclusion that went into effect with the November 30, 2020, renewal.

Terrorism Coverage: Automatically included in the premium shown on the property section of this proposal.

IMPORTANT: This program does not include the December 9th, 2023, Holiday Party. There is a separate policy already in place for that event.

Please note that should you plan any events that are open to the public (regardless of size), include the sale of alcohol, include (but are not limited to) attractions such as rides, hayrides, music, vendors, performers, and moon bounce apparatus, or hold an event open to the public, we would need to secure a separate one-day event policy. Please contact us regarding any upcoming events.



Crime Coverage

Insurance Carrier: Continental Casualty Company

This coverage form protects Association funds from theft in the care, custody, and control of the Board of Directors, employees, volunteers, and property management firm. **This policy is primary**; theft of Association funds would trigger this policy first and then if this limit were to be exhausted, the excess policy provided would be triggered (without any further deductible needing to be met). Coverage is written using a layered approach in order to keep premiums and deductibles for this coverage form as low as possible.

INSURING AGREEMENT	SINGLE LOSS RETENTION	SINGLE LOSS LIMIT
Employee Dishonesty	\$250	\$100,000
Forgery or Alteration	\$250	\$100,000
Theft, Disappearance, and Destruction	\$0	\$25,000
Computer Fraud / Wire Transfer Fraud	\$250	\$100,000
Money Orders & Counterfeit Paper Currency	\$0	\$250,000
Claim Expense		\$5,000
Social Engineering Fraud	\$250	\$100,000
Property Manager included as Insured Employee		Included

The Primary Crime policy extends coverage to:

- All Members of the Board of Directors
- Appointed Committee Members and Volunteers
- All Employees of the Association (should you hire any in the future)
- The property management firm, Community Association Management Professionals, Inc. (CAMP)



Excess Crime Coverage

Insurance Carrier: Travelers Casualty & Surety Company of America

This coverage form also protects Association funds from theft in the care, custody, and control of the Board of Directors, employees, volunteers, and property management firm, however, **this policy is excess** and would not be triggered unless the primary limit of \$100,000 under the Primary policy were to be exhausted by claims, thus the \$100,000 deductible.

CRIME COVERAGE		
Insuring Agreement	Single Loss Retention	Single Loss Limit
A – Fidelity		
Employee Theft	\$100,000	\$3,900,000
ERISA		Not Covered
Employee Theft of Client Property		Not Covered
B – Forgery or Alteration	\$100,000	\$3,900,000
C – On Premises		
D – In Transit		Not Covered
E – Money Order and Counterfeit Money		Not Covered
F – Computer Crime		Not Covered
Computer Fraud	\$100,000	\$3,900,000
Computer Program & Electronic Data Restoration Expense	Not Covered	
G – Funds Transfer Fraud	\$100,000	\$3,900,000
H – Personal Accounts Protection		
Personal Accounts Forgery or Alteration		
Identity Fraud Expense Reimbursement		
I – Claim Expense	\$5,000	\$5,000
Social Engineering Fraud	\$100,000	\$100,000
Recommended limits by the FNMA is to cover 100% of the Reserve Funds plus 3 months operating income		
Higher limits are available upon request		

* ERISA = Employee Retirement Income Security Act (no employees)

The Excess Crime policy extends coverage to:

- All Members of the Board of Directors
- Appointed Committee Members and Volunteers
- All Employees of the Association (should you hire any in the future)
- The property management firm, Community Association Management Professionals, Inc. (CAMP)



Directors & Officers Liability

Insurance Carrier: Greenwich Insurance Company

This coverage form indemnifies Directors and Officers, the Association, its employees (should you hire any), management company, and developer for damages and defense costs arising from lawsuits alleging “wrongful acts” and/or failure to act.

COVERAGE	LIMIT OF INSURANCE
Limit of Liability / Policy Aggregate	\$1,000,000 / \$1,000,000
Additional Limit of Liability for Defense Costs (Aggregate)	\$1,000,000
Wage & Hour Limit	\$100,000
Scheduled Retention (Defense Costs are Subject to Retention Amount)	\$2,500
Pending and Prior Litigation Date	11/30/2006
Coverage Form	Claims Made
Management Company included as Additional Insured	Included

COVERAGE HIGHLIGHTS
Protection for directors, officers, trustees, employees, volunteers and committee members, as well as the community association with a broad definition of claim.
Features “duty to defend” coverage that provides legal defense for allegations of wrongful acts and covers associated defense costs.
Provides a separate, dedicated limit of liability to pay defense costs
Provides claims made coverage with reporting of claims “as soon as practicable” after the end of the policy period.
Provides coverage for monetary and non-monetary claims.
Provides coverage for punitive and exemplary damages where insurable under applicable law.
Includes a broad definition of “Wrongful Act” which provides coverage for lawsuits and allegations involving general breach of fiduciary duty as well as employment practice wrongful acts including wrongful termination, discrimination, and harassment.
Provides coverage for an independent community association management company.
Builder/Developer included as insured while acting as a member of the board.
Optional Extended Reporting Period available for an additional premium.
Provides coverage for defense costs associated with claims alleging breach of contract

The Directors & Officers policy extends coverage to:

- All Members of the Board of Directors (past, present, newly appointed or elected)
- Appointed Committee Members and Volunteers
- All Employees of the Association (should you hire any in the future)
- The property management firm, Community Association Management Professionals, Inc. (CAMP)
- The Developer until such time as no developer representative is on the Board of Directors



Umbrella Liability Coverage

Insurance Carrier: Greenwich Insurance Company

This policy provides an additional limit of liability protection should the per-occurrence and aggregate limits under the Philadelphia Insurance Co. General Liability form be exhausted by claims.

Coverage also extends to the Directors and Officers (D&O) Liability policy, as well as to the If Any Workers Compensation coverage form thereby extending the underlying limits of the D&O and If Any Workers Compensation policies should those policies' limits be exhausted by claim(s).

This policy carries no retention (deductible) and provides first-dollar coverage should any of the underlying policies listed above ever be exhausted.

COVERAGE	LIMITS
Each "Loss" / Each "Policy Year"	\$10,000,000/\$10,000,000
Retained Limit – Coverage B	\$0

UNDERLYING INSURANCE REQUIREMENTS	
Commercial General Liability	
Each Occurrence / Personal and Advertising Injury	Each \$1,000,000
General Aggregate / Products and Completed Operations Aggregate	Each \$2,000,000
Commercial Automobile Liability / Hired and Non-Owned Automobile	
	\$1,000,000
Directors and Officers Liability	
Each Claim / Policy Aggregate	\$1,000,000
Employers Liability	
Each Accident / Disease Aggregate / Each Employee	Each \$500,000

RATING INFORMATION			
# Units	1,174	# Employees	0
# Vehicles	0	Vacant Land Acreage	0
HNOA "if any"	Included	Commercial Area	0
# Pools	1	# Golf Course Holes	0
# Stories	3	Developer on Board	Yes

Limits Available:

\$ 5,000,000 option: \$ 8,821.00 (not recommended due to unit count, amenities)

\$ 10,000,000 option: \$10,152.00 (limit currently carried)

\$ 15,000,000 option: \$11,829.00

\$ 25,000,000 option: \$13,881.00

\$ 50,000,000 option: \$25,587.00

Options are provided for comparison purposes. We are not endorsing any specific limit as being the correct limit to carry. Please select the limit that will best meet the coverage and budgetary needs of the Association.

**** The \$50,000,000 limit is a layered limit; the first \$25,000,000 is underwritten by XL Greenwich Insurance Co. and the second \$25,000,000 is underwritten by Chubb Insurance Co., rated A++/XV (superior) by AM Best.**

NOTABLE EXCLUSION: This policy includes a virus and bacteria/communicable disease exclusion, that went into effect with the November 30, 2020, renewal.



If Any Workers Compensation Coverage

Insurance Carrier: Pennsylvania Manufacturers Association Insurance Co./The PMA Group

“If Any” Workers Compensation is optional coverage written for our insured condominium and homeowners association communities that have no employees and do not anticipate hiring any employees but that do hire contractors to perform work for the Association.

While we encourage you to work only with licensed service contractors who show evidence of liability and workers compensation for their employees (and who name you an additional insured while they are performing work for you), “if any” workers compensation coverage protects you should a contractor come on site and not have this coverage (or allowed such coverage to lapse despite providing a certificate) and be injured during the course of performing work for you. Under such circumstances, uninsured contractors can make a claim against you and your management company whether you carry Workers Compensation coverage or not.

This policy now also extends to your Board, Committee Members, and Association volunteers who may be injured while taking part in an approved, supervised volunteer activity such as common area landscaping/gardening, snow removal, and meeting set up. We encourage the Association, however, to continue to use qualified professionals to service the work required at the Association.

EMPLOYERS LIABILITY	LIMIT
Bodily Injury by Accident	Each Accident \$500,000
Bodily Injury by Disease	Policy Limit \$500,000
Bodily Injury by Disease	Each Employee \$500,000

Based on payroll – ‘If Any’ basis

CLASS CODE	CLASSIFICATION	ESTIMATED PAYROLL	FLAT RATE PREMIUM
9015	Buildings - NOC	nil	\$495.

NOTES:

This policy is not designed to cover direct employees. Should you elect to hire any Association/W-2 employees in the future, please let us know so that we can transition this policy to a payroll-based policy.



Premium Summary

Oak Creek Club Homeowners Association, Inc.

POLICY COVERAGE	ANNUAL PREMIUM
Community Association Package Policy	\$37,003.00
Primary Crime Policy	\$477.00
Excess Crime Policy	\$2,128.00
Directors & Officers Policy	\$3,283.00
Umbrella Liability Policy	\$10,152.00
Workers Compensation Policy	\$495.00
Total Policy Premiums	\$53,538.00

PAYMENT SCHEDULE	
Package	*25% down, 9 installments; \$5 fee per installment
Primary Crime Policy	Annual Payment
Excess Crime Policy	Annual Payment
Directors & Officers Policy	Annual Payment
Umbrella Liability Policy	Annual Payment
Workers Compensation Policy	Annual Payment

**Deposit & Installments are estimates only. The Carrier will determine the exact amounts owed and will issue their own invoices.*

This brief summary is not your insurance policies. Only the policies will form the contract between the insured and the insurance company. The policies contain limits and exclusions which are not listed here.

Higher coverage limits are available upon request.

Please note that our office does not follow up on late payments or notices of cancellation if the insurance company bills you directly, this includes direct billed Finance Policies. Payments should be made in a timely manner to avoid cancellation and a lapse in coverage.



JGS Insurance Services Include

- Certificates of Insurance should be requested through our Certificate Department either via email at JGS_condocertrequest@baldwinriskpartners.com or fax at 732-837-1146. There is no charge for these and are usually received within 24 hours.
- Insurance Fact Sheet for Residents – We will provide a letter that can be mailed out to the unit owners that gives a description of the Association’s Insurance Coverage, as well as recommendations for their individual insurance requirements to be discussed with their Agent. As an additional service, JGS Insurance would be happy to mail a copy of our Insurance Fact Sheet to each unit owner for you. If you wish to take advantage of this, please provide us with a list of unit owners and mailing addresses in a Microsoft Excel spreadsheet format (xls).
- Claims Service – Your Association has been assigned an individual in our claims department to help facilitate claims to the Insurance Companies. This person is your primary contact when a claim occurs and will help you through the process every step of the way.
- Continued focus on Insuring Community Associations. We are active with the Community Associations Institute (CAI) on both the local and national levels. We often contribute articles for both the local and national trade magazines of this organization as well as featured speakers at the Conventions and Seminars.
- CIRMS Designations – A CIRMS (Community Insurance and Risk Management Specialist) is a professional who has earned recognition in the insurance and risk management field by Community Associations Institute (CAI). Through advanced training and education, the CIRMS designation helps ensure that the professional has the knowledge, experience, and integrity to provide the best possible service to your association. CIRMS designees have made a commitment to continuing education and must adhere to a professional code of ethics.
- Why a CIRMS is Important to You? As a board member, trustee, or volunteer leader of your community association or cooperative, you have fiduciary responsibilities that require that you receive professional and accurate advice. By hiring a CIRMS designee, you can be confident your insurance and risk management specialist understands his or her obligation to your community and is dedicated to their profession – just the kind of person you need to protect your biggest investment.

Policy Number: **16662309**Named Insured: **Oak Creek Club Homeowners**
**PHILADELPHIA
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

 One Bala Plaza, Suite 100
 Bala Cynwyd, Pennsylvania 19004
 610.617.7900 Fax 610.617.7940
 PHLY.com

Terrorism Premium (Certified Acts) \$ <u>884.00</u>

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT’S FEDERAL SHARE OF TERRORISM LOSSES IS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an “X” in the box below.

NOTE 1: If “included” is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

NOTE 2: You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).

EXCEPTION: If you have property coverage on your policy, the following Standard Fire Policy states do not permit an Insured to reject fire ensuing from terrorism: CA, CT, GA, HI, IA, IL, MA, ME, MO, NJ, NY, NC, OR, RI, VA, WA, WV, WI. Therefore, if you are domiciled in the above states and reject terrorism coverage, you will still be charged for fire ensuing from terrorism as separately designated on your proposal.

Memorandum

To: Board of Directors
Oak Creek Club Homeowners Association

From: Tamika Davis, On-Site Community Manager - CAMP

Date: November 1, 2023

Re: Review of Draft Code of Conduct

Suggested Motion: "I move to approve the Code of Conduct as presented."

Please see the attached Code of Conduct draft for your review and consideration.

Many of our client communities adopt a Code of Conduct Resolution for the purpose of setting the tone for the conduct of Association business. These types of resolutions often evolve out of concern about the behavior of members during Association meetings. They are designed to make homeowners who are attending Association meetings aware of the expectation for civility and order and to provide Board and committee members chairing those meetings with enforcement options for keeping meetings respectful and productive.

We have reviewed the attached Code of Conduct provided by the Association's legal counsel and are concerned with the limitations on discourse and enforcement provisions of the resolution. Specifically, the limitation of the number of times a committee or Board member may speak, the length of time they may speak and the lengthy process of appeals that may follow the attempted enforcement of these rules. To effectively implement these limitations and enforcement provisions would require the services of an official parliamentarian at every meeting.

Pre-meeting preparation, a set agenda, routine meeting protocol and the virtual meeting environment, if adhered to, make it easier for Boards and committees to control their meetings. Appropriate training can also provide effective strategies for those chairs struggling with meeting control.

Our best recommendation is that the above-mentioned restrictions be removed from the resolution and that all meeting chairs be offered training on meeting conduct (CAMP can provide this training).

OAK CREEK CLUB HOMEOWNERS ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION No. 2023-__

CODE OF CONDUCT FOR DIRECTORS, COMMITTEES, AND MEMBERS

WHEREAS, Article IV, Section 4.1(4) of the Bylaws of the Oak Creek Club Homeowners Association, Inc. (the “Association”) empower the Board of Directors (“Board”) to adopt reasonable rules and regulations; and

WHEREAS, the Board has decided to establish operating procedures for itself and its committees;

NOW, THEREFORE, BE IT RESOLVED that the Board adopts the following operating procedures as its formal policy with respect to the conduct of Board and Committee members, and of Association Members at all meetings of the Association, including Board and Committee meetings. This policy shall replace and supersede any previous resolution on the same subject:

I. Conduct of Meetings

A. Agenda

The Board President or Committee Chair, working with the Community Manager, shall have the responsibility for setting the agenda for each Board or Committee meeting. Members wishing to have an issue placed on the agenda should submit a written request for same to the President, Chair, together with all supporting documentation to be distributed to Directors or Committee Members no later than two weeks prior to the meeting. If a submitted agenda item is, in the opinion of the President or Chair, incomplete or lacking a committee recommendation deemed necessary by the President or Chair, the item will not be included in the agenda. All will be conducted generally in accordance with Robert's Rules of Order.

B. Participation

When a Member or Director wishes to speak at a meeting, they shall raise their hand and wait for the Chair to formally recognize them for the purpose of granting him the floor. No member of the Board or meeting attendee shall speak out of order or without recognition from the Chair. No Member or attendee shall engage in any activity that interrupts or distracts any Member or attendee when another Member or attendee has the floor for discussion purposes. The Chair shall not recognize any member of the Board or Committee more than once on any motion until all members of the Board who wish to discuss the motion have had an opportunity to speak. No member may speak more than twice on one issue. At all times, the Chair shall determine who has the floor to speak and may impose uniform time limitations.

Board and Committee members and meeting attendees shall not use inappropriate body language or verbal tones during their debate of the issues. Any actions or comments designed to insult, demean, or attack the personal character of any member of the Board, meeting attendee or the Board as an entity shall be strictly prohibited. Board and Committee members owe a special duty of civility to the Association's membership and shall be particularly courteous to individual members at all times during official functions of the Association.

C. Enforcement

The Chair shall have unilateral authority to enforce the code of conduct or may do so in response to the request of any other member of the Board or the Committee if the Chair agrees with the request. The first step of enforcement shall consist of the Chair issuing a call to order to the particular member of the Board, Committee or meeting attendee, who then must obey the directive immediately. The member called to order shall have the right to appeal the Chair's ruling, which appeal shall be open to debate and vote of the Board or Committee.

In any instance of a flagrant or repeated violation of this code of conduct, the Chair may unilaterally issue a ruling to that effect against the offending member and may require the offending member of the Board, Committee or meeting attendee to leave the premises of the meeting. Any such ruling may not be appealed by the offending member and must be immediately obeyed, unless another member of the Board wishes to appeal the Chair's ruling, in which case the appeal shall be open to debate and vote by the Board.

The Chair shall have the option to temporarily recess or adjourn the meeting if the meeting in his or her sole discretion cannot be brought to order. The Board and Committee further reserve additional enforcement powers.

In addition to the enforcement remedies provided to the Chair stated above, the Board may enforce this resolution by the initiation of a removal action as stated in Article 5, Section 5.5 of the Articles of Incorporation. The Board shall not take any such enforcement action against any Board member until the Board Notes on the public record to cite the member of the Board with a flagrant or repeated violation of the Code of Conduct cited herein. The Board must then provide the Board member in question with written notice of the alleged violation and an opportunity to be heard on the matter at a duly convened meeting of the Board. Once the Board concludes this process, it may vote to impose or pursue any of the enforcement actions cited above.

D. Duty of Civility

All members of the Board and Committees owe a duty of respect to the Board of Directors and the Association as an entity, particularly with respect to its votes and formally approved recommendations or policies. If conducted civilly, disagreement between members of the Board or Committee is perfectly acceptable behavior, as it is often necessary and appropriate for the development of the best decision making process, however, once a decision is made on a matter,

no member of the Board or Committee shall engage in any unauthorized activity which undermines the ability of the Board or Committee to successfully effectuate the results of the vote. The duty of respect owed to the Board and Committee requires dissenting members to work within formal procedures if they wish to modify or rescind any previously adopted votes or approved policies with which they disagree. Dissenting members of the Board or Committee may voice their disagreement at any official function of the Association, but should do so in a manner which shows respect for the Board or Committee as an entity. All members shall recognize that their individual behavior is a reflection upon the Board and Committee as an entity; therefore, they shall refrain from any public conduct within the community that would bring the Board or Committee into disrepute.

II. Closed Sessions

The Board of Directors shall convene into a closed session only for the purpose of discussing the items specifically allowed by the Section of the Maryland Homeowners Association Act. Furthermore:

All members of the Board shall recognize that matters pertaining to the Association's business conducted in a closed session shall be kept confidential and not disclosed to the community membership or to members of the public at large. The same applies to any written communications from legal counsel denoted as a confidential document. Board members shall not disclose confidential information (as that term is defined below) under any circumstances to any person not on the Board without the express consent of a majority of the Board voting at a duly convened meeting of the Board of Directors.

In any instance when a Board member might be uncertain about the confidentiality requirements and in order to minimize the possibility of inadvertent disclosure, Board members shall consult with the President before making any disclosure to a third party which might arguably release confidential information covered by this resolution, as that term is defined below.

All confidential information is the property of the Association. Board members shall keep in strict confidence any and all information and upon the expiration of the Board member's term, shall return all confidential information in his possession to the Board and shall keep confidential all non-tangible confidential information.

III. Additional Board Member Responsibilities

1. Orientation Meeting

Board members are expected to attend an orientation meeting each year following the annual meeting. The agenda for the orientation meeting will be prepared by the Board President with the assistance of the managing agent. The Association's legal counsel may be present to update the Board on the status of any pending legal issues. The Association's insurance representative and

auditor may also attend to summarize the insurance held by the Association and the financial condition of the Association.

2. Planning Meetings

Board members are expected to attend planning meetings during the year for the purpose of setting the Association agenda and reviewing the status of completion of agenda items.

IV. Dualities and Conflicts of Interest

A. Members of the Board and any Committee owe a fiduciary duty to the Association which requires them to consider only the best interests of the Association when they vote on any matter and to exclude any competing interest from their consideration. If a member of the Board or Committee has any duality of interest, concerns that compete with their fiduciary duty, or any conflict of any sort, then he/she must disclose such interest, concern or conflict on the record. If he/she believes that such interest, concern or conflict prohibits him/her from the exercise of his/her fiduciary duty, then he/she must recuse themselves from voting or discussing the motion and announce his/her intent to do so. If he/she believes that such interest or concern does not rise to the level of a conflict of interest and does not impede his/her ability to exercise proper fiduciary responsibility, he/she must state his/her reasons on the record and his/her intent to participate in the discussion and vote on the motion. Under such circumstances, the other Board members shall presume good faith on the part of their fellow member of the Board and shall not vote to disapprove their fellow Board member's right to participate in the discussion and vote unless there is clear and convincing evidence that the member's participation in the discussion and vote would damage the integrity of the Board and be injurious to the interests of the Association.

B. Under no circumstances shall any Board or Committee member solicit a gift or gratuity of any sort from any vendor or professional serving the Association (or attempting to obtain business from the Association.) Any member of the Board or a Committee who receives an unsolicited gift or gratuity must promptly disclose his/her receipt of the gift or gratuity at a duly convened meeting of the Board. The Board of Directors shall then decide on the public record whether the member should return the gift, turn it over to the Association, or, if the gift is of innocuous consequence or nominal value, keep the gift. This prohibition does not cover situations where members of the Board meet with a vendor or professional to discuss business matters of the Association at times when it would be ordinary to eat breakfast, lunch or dinner and the vendor or professional pays for the meal. Such circumstances shall be considered ordinary and acceptable acts of professional courtesy on the part of the vendor or professional.

V. Community Vision and Mission Statement

The following represents the vision and mission statement adopted by the Board of Directors:

Vision Statement:

The Board of Directors, an elected body of volunteers of Oak Creek Club Homeowners Association, Inc., embrace community trusteeship, bringing a high degree of community involvement, sense of ownership, property values, responsibility for our future and pride.

In order to meet this vision, the Board of Directors commits to:

- Provide leadership;
- Provide the services and amenities most wanted by its members;
- Maintain its facilities in excellent condition;
- Prudently and efficiently manage its community assets and resources;
- Maintain and enhance community and property values;
- Provide effective two-way communication throughout the community;
- Promote a harmonious relationship between the Oak Creek Club HOA community and Prince George's County;
- Promote friendliness, respect, cooperation and understanding throughout the community;
- Establish an annual and long range planning process.

VI. Directors and Committee Members Pledge

All Directors elected by the Membership, and all Committee Members appointed by the Board, must pledge to:

- (1) carefully consider and respect the opinions of Committee Members and Directors,
- (2) respect and support all majority decisions of the Board,
- (3) recognize the authority vested in the Board,
- (4) keep well-informed of developments relevant to issues that may come from the Board,
- (5) recognize that Committees serve in an advisory capacity to the Board of Directors,
- (6) recognize that the Board may modify or reject any decision, action or recommendation of the committee,
- (7) recognize that Committee's work product is a business record of the Association, and completely subject to the review of the Board of Directors,
- (8) represent the interests of all people served by the Association,

- (9) not use the Association or the Board for personal advantage or for the individual advantage for friends and supporters,
- (10) keep confidential information,
- (11) approach all Association issues with an open mind,
- (12) recognize that all members of a committee serve at the sole discretion and pleasure of the Board of Directors,
- (13) recognize that the job is to ensure that the Association is well-managed, not necessarily to manage the Association,
- (14) consider themselves as a "trustee" of the Association in accord with its stated objectives,
- (15) acknowledge conflicts of interest; and abstain from voting or influence when conflict exists,
- (16) focus efforts on the missions of the Association and not on personal goals,
- (17) never exercise authority as a committee except when acting in accordance with a Board of Directors mandate,
- (18) plan to attend every meeting,
- (19) maintain civility and respectful conduct in all meetings and communications.

VII. Acknowledgment

All members of the Board of Directors or a Committee of the Association shall sign the below statement acknowledging that they have read and agree to abide by this Code of Conduct, and the Community Manager shall retain a copy of each such acknowledgment in the records of the Association. Members of the Board or a Committee on the date this Resolution is adopted must submit their signed acknowledgment within fifteen (15) days of the date of adoption. Directors or committee members elected or appointed thereafter must submit the signed acknowledgment prior to commencing their term of service.

I, _____, have read the forgoing Code of Conduct and agree to abide and be bound by all terms therein.

signature

date

OAK CREEK CLUB HOMEOWNERS ASSOCIATION, INC.

RESOLUTION ACTION SHEET

Resolution Number: 2023- .

Resolution Title: Code of Conduct – For Directors, Committees, And Members

Date of Adoption: _____

The above-referenced Resolution was adopted by the Board of Directors as of the date set forth.

Signatures:

Vote: (Y/N)

Director

Director

Director

Director

Director

ATTEST:

Secretary

Date

Memorandum

To: Oak Creek Club Homeowners Association Facilities Committee

From: Alexis Stevenson On-Site Assistant Community Manager
Community Association Management Professionals (CAMP)

Date: Thursday, October 26, 2023

Re: Paramus Court Tot lot sidewalk extension proposal

Suggested Motion: "I move to approve the McFall & Berry sidewalk proposal in the amount of \$3,060.39 to be expensed from repair and replacement reserve."

In January of 2023, the tot lots in the community were inspected by Playground Patrol. Playgrounds are inspected annually. The playground inspector recommended extending the sidewalk to meet the Tot lot. This recommendation was not a mandatory repair but recommended.

Please see the attached proposals for the Paramus Court tot-lot sidewalk extension:

- **Finley Asphalt Fairfax Virginia:** The proposal total is **\$6,500.00**. The scope of work is to install a 78-square-foot concrete sidewalk. This is a one-day repair. The sidewalk will have a two-year warranty. Finley Asphalt has done asphalt and concrete repairs in the community since 2018.
- **McFall and Berry Landscape Management - Annadale, Virginia:** The proposal total is **\$3,060.39**. The scope of work is to install a concrete slab 12' Long, 6' wide, and 4 "thick. McFall and Berry estimate that this repair will take three days. The sidewalk will have a one-year warranty.

After reviewing the inspection report and proposals with the Facilities committee, the committee recommends proceeding with the McFall and Berry Asphalt proposal in the amount of \$ 3,060.39 to be expensed from the replacement fund.



Proposal #10254

Date: 9/7/2023

PO #

Sales Rep: Jasinto Gamez

Customer:

Tamika Davis
 Community Association Management
 Professionals (CAMP)
 14505 Mary Bowie Parkway
 Upper Marlboro, MD 20774

Property:

Oak Creek Club
 14505 Mary Bowie Parkway
 Upper Marlboro, MD 20774

Hardscape

HARDSCAPE IMPROVEMENTS

PARAMUS COURT TOT LOT

INSTALL a CONCRETE SLAB 12' LONG 6' WIDE 4" THICK WITH WIRE MESH
 AND REBAR 1/2" FOR BE STRONG ENOUGH

AT THE SWALE PIPE TO PREVENT TRASH, ANIMALS AND SMALL CHILDREN ENTERERING THIS
 AREA INSTALL SIX REBAR 24"LONG BY 1/2" THICK 3 IN EACH SIDE OF THE PIPE

Misc Enhancement

Items	Quantity	Unit	Price/Unit	Price
Landscape Labor				\$2,652.34
Misc Enhancement :				\$2,652.34

PARAMUS COUTR SWALE PIPE

INSTALL 6 REBAR 1/2"

Items	Quantity	Unit	Price/Unit	Price
Landscape Labor				\$408.05
INSTALL 6 REBAR 1/2" :				\$408.05

Subtotal:	\$3,060.39
Sales Tax:	\$0.00
Project Total:	\$3,060.39

Terms & Conditions

The above quoted prices include all material and labor to complete above specified work. All paver and wall types and colors need to initial for approval before work is to begin.

THE ABOVE QUOTED PRICES ARE VALID FOR 90 DAYS
UPON ACCEPTANCE OF PROPOSAL, please email a signed copy to
Approval@mcfallandberry.com

Work to begin no later than 3 weeks after the acceptance of the proposal. Thank you!

By _____

Jasinto Gamez

Date 9/7/2023

**McFall & Berry Landscape
Management**

By _____

Date _____

Oak Creek Club

Concrete Sidewalk Installation Proposal

Oak Creek Club Home Owners Association
Alexis Stevenson

Project:

Oak Creek Club - Paramus Ct Play-Ground

13600 Paramus Court
Upper Marlboro, Maryland 20774



Joe Wolfrey
Relationship Manager

Service Provider Information

Company Info



Finley Asphalt and Concrete
PO Box 163
Beltsville, MD 20704

P: 800-889-2309

F: 703-330-6023

<http://www.finleyasphalt.com>

Contact Person

Joe Wolfrey
Relationship Manager
joe@finleyasphalt.com
Cell: 301-276-1506
Office 800-889-2309

About Us

We Solve Problems & Make Pavement Maintenance & Construction Easy!

Finley Asphalt and Concrete is a second generation family owned business that has proudly served the Mid-Atlantic Region for over fifty years. With offices in Manassas, Ashland, and Beltsville, MD - FAC is positioned to professionally service our valued customers.

All work is performed by company equipment and Finley employees: subcontractors are not part of the equation. We require no up front deposits and can furnish payment and performance bonds if required. Our company is pre-qualified with the Virginia Department of Transportation (VDOT) and holds contractors licenses in Virginia, West Virginia, and Maryland.

Concrete Sidewalk Installation @ Play-Ground

1. The work zone(s) will be barricaded with any of the following; orange cones, yellow caution tape, orange barrels, or message boards, for public safety during the project. FAS, Inc. requires 20' perimeter on each side of the work area to be clear. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the job site.
2. This scope of work includes **1 area(s)** consisting of approximately **78 sq. ft** for sidewalk replacement.
3. We will demo, remove, and dispose of all debris offsite.
4. Compact the existing sub-base with a vibrating tamper.
5. We will place forms to proper grade, elevation, and slope. Next, we will install a new **3000 psi**, air-entrained concrete, to a depth of **4 inches**. The concrete will be floated, troweled, with control and expansion joints scored, and a **Light Broom**. Last, the new concrete will be sprayed with a clear coat curing compound.
6. We will remove the forms, after concrete has cured. If in the event any grassy areas are disturbed, during the project, we will provide a fresh layer of topsoil, seed, and straw, to those areas. Fertilization and irrigation is not included and we do not guarantee regrowth of the new seed nor will we maintain any newly landscaped areas.
7. Please note this project will be performed over the course of approximately **1**-days.
8. **Excludes** : Wire Mesh, rebar, new stone, dowels, painting of curbs, notifying tenants of scheduled work, towing of vehicles, or anything other than those services listed above.
9. The removal and replacement of existing concrete involves the use of heavy trucks and equipment. Small scrapes, scuffs, and chips of the existing asphalt and concrete are expected and considered a normal practice. FAC will not be required to remove, replace, or repair any minor damage.

Total Price: \$6,500.00

Sidewalk Installation Map



Notes:

Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on February 22, 2023. **Job Number:** PL221088

Item	Description	Cost
1.	Concrete Sidewalk Installation @ Play-Ground	\$6,500.00
Total:		\$6,500.00

Authorization to Proceed & Contract

I/we hereby acknowledge that I/we have thoroughly read the entire proposal to include; scope(s) of work, pricing for each scope(s), exclusions, customers responsibilities, terms, and conditions, of this proposal and authorize Finley Asphalt and Concrete to proceed with the work as identified in this proposal/contract, with my signature. I understand that no work will be performed, by Finley Asphalt and Concrete, until a fully ratified contract, by both parties, is agreed upon and signed.

I/we understand that if any additional work is required, other than stated in this proposal/contract, a "Change Order" must accompany this proposal, before proceeding with additional work. **Note:** Please see all attachments and "terms and conditions" that may pertain to aspects of this project.

Note: If the customer provides their own contract, this entire proposal and "terms and conditions" MUST be included, as an exhibit, to their contract.

Acceptance

We agree to pay the total sum or balance in full 30 days after the completion of work.

We agree to pay the total sum or balance in full 30 days after the completion of work.

I am authorized to approve and sign this contract as described in this proposal as well as identified herein including the payment terms, options and contract terms and conditions.

Date: _____

Alexis Stevenson | On Site Assistant Community Manager
 Oak Creek Club Home Owners Association
 14505 Mary Bowie Pkwy
 Upper Marlboro, Maryland 20774
assistantmgr@oakcreekclub.com
 C: 301-390-1721
 O: NA

Joe Wolfrey | Relationship Manager
 Finley Asphalt and Concrete
 PO Box 163
 Beltsville, MD 20704
 E: joe@finleyasphalt.com
 C: 301-276-1506
 P: 800-889-2309
 F: 703-330-6023
<http://www.finleyasphalt.com>

Contract Terms & Conditions

1. The following terms and conditions are between Finley Asphalt & Concrete (Contractor) and the purchaser (The person, company, or agent who executes the proposal)
2. Due to a volatile market (labor, oil, inflation, sudden material cost increases) if prices escalate for any event or reason beyond Contractor's control, Finley Asphalt and Concrete is entitled to an equitable adjustment in the contract sum.
3. FAC will typically arrive at the project site by 7AM. It is the responsibility of the owner, or manager, to notify tenants, postal service, trash service, etc., of the proposed work dates and time. FAC recommends that the tow truck be on site, or on stand-by, to relocate any vehicles out of the work area, so that the work can progress without delay. **NOTE:** Should FAC crews be delayed for more than one hour, after agreed upon start time, additional fees may apply to customer.
4. **Public Utilities:** FAC will contact Miss Utility to locate and mark all public utilities, prior to commencing work that involves intrusive sub-base work.
5. **Private Utilities:** It is the customer's responsibility to contract, before any work is performed by FAC, to have all private utilities (i.e; private lighting, irrigation, etc.) identified and marked for identification. NOTE: FAC will be held-harmless for any damaged caused to private utilities not identified and marked, prior to our arrival.
6. The customer agrees to pay the contractor within 30-days after the invoice for payment has been delivered. Any amounts past due, after 30-days from the invoice date, are subject to a 1.5% per month late charge, which customer agrees to pay. If full payment including late charges have not been received within 60-days, the account will be turned over for collection, which the customer agrees to pay for all collection fees, including attorney cost, court cost, and any other collection cost incurred by the contractor.
7. If, while performing the contracted work, FAC, Inc. encounters undesirable sub-grade/sub-base material, FAC, Inc. will notify the customer of the issues encountered and will provide an estimated cost to repair. If the purchaser declines the corrective work and directs FAC, Inc. to proceed with the asphalt or concrete installation, FAC, Inc will not be held responsible for the structural integrity of the area(s) and the warranty will be voided.
8. If unsuitable materials are encountered (I.E. paving fabric, contaminated materials, etc.) and deemed by contractor or supplier as unacceptable to be delivered to the originally desired location for disposal, the material will be transported to a dump site and customer agrees to pay all associated costs for the trucking and disposal.
9. When paving handicap parking areas, FAC will pave per the existing elevations, slopes, and conditions, unless otherwise instructed by the customer or specified in the proposal. FAC will not be responsible for any handicap parking areas that exceed ADA guidelines, if customer instructs FAC to pave areas regardless of guidelines.
10. FAC will not be responsible for any standing water in areas with fixed structures (Bordering Concrete), or existing layouts, that have less than a 2% slope.
11. FAC, Inc. will make every effort to replace any existing speed bumps, or install new speed bumps, with a 1" variance in height.
12. FAC, Inc. will not be responsible for any damage to new asphalt, concrete, or seal coat, which may be caused by loads in excess of design capacity, graffiti, tire tracks, and animal or human foot prints.
13. FAC, Inc. will not be responsible for any delays in construction caused by weather, acts of God, delays in transportation, fuel or raw material shortages, plant failures, or any other circumstances beyond our control.
14. **General exclusions unless stated in the proposal:** Further undercut of the existing sub-base material, new stone sub-base, thermoplastic striping, posting of notices, towing of vehicles, engineering, third-party testing, private utility location, bonds, permits, fees, or anything other than the services listed in the proposal.
15. This work requires the use of heavy trucks and equipment. FAC, Inc. will not be held responsible for the repair or replacement of lawns, existing asphalt or concrete, utilities, etc. caused by heavy construction equipment required to carry out the work as described in the proposal .
16. Upon driving on your new asphalt parking lot, whether seal coated or newly paved, we recommend avoiding turning your wheels, unless your car is in-motion. The new asphalt will still be in a curing phase and the friction from turning your wheels, while in-place, may cause "scuffing" and/or turn marks. These scuffs and turn marks will eventually fade as they blend in with the surrounding surfaces over time. Therefore, FAC, Inc. does not classify "scuffing or turn marks" as "warranty repairs".
17. **NOTE:** Scraping and/or power-washing painted fire lane curbs will not completely remove all existing debris or flaking paint. Unless paint/debris is removed via hydro/sand blasting, FAC is not responsible for future flaking or peeling of

painted fire lane curbs.

18. FAC, Inc. Standard Warranty is for a two-year period. This warranty covers material and workmanship only. Any claims for warranty work must be submitted to FAC, Inc. in writing via email to "contactus@finleyasphalt.com" within 24-months of the work being completed. This warranty does not in anyway cover "unforeseen parking lot damage" outside of normal parking lot usage. (I.E. Unreasonable use, construction traffic, cranes, emergency vehicles, utility repairs, sub-base failure, petroleum/chemical spills, acts of God, etc.). Striping is included in this warranty as long as the new asphalt and concrete are allowed to cure for 30-days prior to the paint installation. Performance of warranty work will not constitute a warranty extension. **NOTE:** Seal Coating, Crack Filling, and Fire Lane Painting are excluded from the warranty coverage.
19. **Credit Card Payments:** FAC will accept VISA credit card payments only, when using credit to pay for an outstanding invoice. Please note: Any balances over \$10,000, will include a 4% fee, that will be added to the outstanding balance, for accepting a credit card payment.
20. **Vehicle Towing:** FAC requires that the customer have the work zone completely vacant, of vehicles, upon our arrival to the job site. The customer is responsible for having any stranded vehicles towed out of the work area, at the customer's expense, within 1-hour of agreed upon start time. **NOTE:** If in the event the customer fails to have all vehicles moved from the work zone, FAC may contract to have any stranded vehicles towed, at the customer's expense, the customer agrees to reimburse FAC, Inc. for any such towing/relocation expenses.

Concrete Installation | Owners Resp & Conditions

1. FAC, Inc. will barricade the newly installed uncured concrete immediately after completion. It is the customer's responsibility to make sure that all concrete stays barricaded, after FAC, Inc. leaves the work site and until the new concrete properly cures. Cured concrete will not "scuff" to the touch.
2. FAC, Inc. will be held-harmless for, nor will repairs or replacement be provided, for damage to newly installed concrete, due to acts of vandalism by others.
3. FAC, Inc. cannot and will not guarantee that newly installed concrete will match in color or texture, to adjacent or other onsite concrete.
4. FAC, Inc. will estimate the depth(s) of existing concrete being removed and replaced, unless exact depths are provided by the customer. In the event the existing depth(s) exceed those estimated depths, additional fees may apply for additional material (concrete or stone) required to bring the new concrete to proper elevation(s). Any additional fees will be discussed and agreed upon, with the customer, before proceeding with additional work.
5. FAC, Inc. will provide new dirt, seed, and straw, to areas damage during the process of new concrete replacement or installation, as necessary. We do not provide fertilization or irrigation of the new seed and therefore, do not guarantee re-growth of the existing grass, or growth of the new grass seed.
6. **Excludes:** Wire mesh, rebar, new stone, or dowels.

Warranty & Conditions

1. All material guaranteed to be installed exactly as specified.
2. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
3. Any necessary permits or permit fees are owners' responsibility.
4. **NOTE: This proposal may be withdrawn by us if not accepted within 20 days.**
5. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded.
6. If, after being made aware of undesirable sub-base or base coarse conditions, the owner or owner agent insists on the installation of any part of the pavement without authorizing corrective action, our firm will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
7. Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work available at additional cost.
8. **Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.**
9. **Existing Surface:** The existing surface will be expected to support the weight of all required construction

Proposal: Oak Creek Club - Paramus Ct Play-Ground



equipment. In the event that due to poor sub-grade conditions sinking may occur when we drive onto your site, Our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.

10. Our firm assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, dog fencing, sprinklers, culvert pipes, etc.

Memorandum

To: Oak Creek Club Facilities Committee

From: Alexis Stevenson; Assistant Community Manager-Community Association Management Professionals (CAMP)

Date: Thursday, October 26, 2023

Re: Paramus Court Tot Lot Additional Playground Equipment

Suggested Motion: "I move to approve the purchase and installation of the additional playground equipment for the Paramus Court Tot Lot in the amount of \$5,415.10 to be expensed from Repairs and Maintenance general."

The recommendation to add this additional equipment comes after several site visits by the Facilities Committee and the need to add additional playground equipment options at the Paramus Court playground. The Committee did not solicit additional proposals from other companies because the existing equipment was installed last year by Playground specialists.

Please see the attached proposals for the tot lot on Paramus Court.

- **Playground Specialist Inc. \$5,415.10** – The proposed cost of installing this additional playground equipment is **\$5,415.10**.
- **Warranties:**
 1. Steel support posts, stainless steel hardware clamps, deck hangers, and cast aluminum parts are covered if Oak Creek owns the product.
 2. There is a 25-year warranty on Spring Mates aluminum castings.
 3. Steel decks, stairs, and rails have a 15-year warranty and recycled plastic lumber.
 4. There is a 10-year warranty on fiberglass signage, accessible swing seats, and reinforced concrete products.
 5. 5-year warranty on steel-reinforced fitting and connections, Play Simple play structures, and Border timbers.
 6. There is a 3-year warranty on steel coil springs and circuit boards.
 7. 1-year warranty on electronic-based products, swing chains, galvanized swing hardware rubber bumper, and swing sets.

YTD \$45,808 has been expensed from Repairs and Maintenance General. There is \$3,392 remaining for the year.

Management Recommendation: Management recommends approving this expense for 2024 as this was not a budgeted expense for 2023. The committee has been actively working to complete their 2023 goals now that they are able to meet quorum.



Playground Specialists Inc
 29 Apples Church Road
 Thurmont, MD 21788
 (800) 385-0075
 www.playspec.com

ADDRESS
 OAK CREEK CLUB
 ATTN: ALEXIS STEVENSON
 14505 MARY BOWIE PKWY
 UPPER MARLBORO, MD 20774

SHIP TO
 OAK CREEK CLUB
 C/O PLAYGROUND
 SPECIALISTS

Proposal 30016A

DATE 08/25/2023

SALES REP
 DAVE SMITH

TYPE	QTY	RATE	AMOUNT
GRADING REMOVE AND DISPOSE OF EXISTING BORDERS, CUT OUT EXISTING RUBBER TO PREP FOR NEW SEESAW, PLUS GRADING TO EXPAND AREA - HAUL OFF ALL MATERIALS	1	1,200.00	1,200.00
PLAYWORLD EQUIPMENT ZZXX0605 - 4 SEAT FULCRUM SEESAW	1	3,664.00	3,664.00
DISCOUNT FACTORY DISCOUNT OFF LIST PRICE ABOVE	1	-366.00	-366.00
INSTALLATION CERTIFIED INSTALLATION OF ALL EQUIPMENT ABOVE INCLUDING LIFETIME INSTALLATION WARRANTY	1	1,465.00	1,465.00
TIMBERS INSTALL 83 LIN FT TWO TIER 4 X 6 TIMBERS	83	21.00	1,743.00
PLAYSPEC RAINBOW INSTALL 175 SQ FT 2" PLAYSPEC RAINBOW BONDED RUBBER PLUS 1.5" PAD	175	22.00	3,850.00
STONE COMPACTED # 57 STONE FOR RUBBER BASE	1	912.00	912.00
RUBBER NOTE CONTRACTOR NOT RESPONSIBLE FOR SECURITY AND VANDALISM DURING RUBBER INSTALLATION AND CURING TIME			
UTILITIES NOTE ALL PRIVATE UTILITIES TO BE MARKED BY OTHERS PRIOR TO INSTALLATION. CONTRACTOR NOT RESPONSIBLE FOR ANY DAMAGE TO UNMARKED OR INCORRECTLY MARKED UNDERGROUND UTILITY LINES			

*50% deposit required. Balance due net 30	SUBTOTAL	12,468.00
*3% service charge for all credit card payments.	TAX (6%)	197.88
*Pricing only guaranteed for 30 days unless specified above.		
*Absolutely no engineering, permit fees, bonding, or additional		

Fax # 301-271-9239 or Email: sales@playspec.com

insurance included in above pricing unless specified on line item. SHIPPING

450.00

*Additional mobilization, poor soils, limited access, or utility issues may result in change orders.

*Standard lead times always apply. Contact sales agent for details.

**Sign and return when approved. Thank you!

TOTAL

\$13,115.88

Accepted By

Accepted Date

PLAYWORLD LIMITED WARRANTY

Playworld Systems, Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

- LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Steel deck support posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.
- LIMITED TWENTY-FIVE (25) YEAR WARRANTY:** Spring Mates® aluminum castings.
- LIMITED FIFTEEN (15) YEAR WARRANTY:** Perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, Playwood recycled plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
- LIMITED TEN (10) YEAR WARRANTY:** Fiberglass signage, accessible swing seats, Fun Centers™, FirstPlay™ play structures, pre-cast PolyFiberCrete® or reinforced concrete products, Timber Stacks™ Robinia timbers and galvanized hardware, fabric shade steel frames and Shadesure and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
- LIMITED FIVE (5) YEAR WARRANTY:** Steel reinforced cable net and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating), PlaySimple® play structures, DropZone Tower™, LiveWire Zip Line™ (except as otherwise specified below), AeroGlider™, Border Timbers™, flex treads, wood and polycarbonate panels, Eco-Armor coating and PVC coating (against cracking and peeling), site amenities (i.e. benches, tables, litter receptacles, and bike racks), GFRP (Glass Fiber Reinforced Polymer) products, and motion/moving play components and parts.
- LIMITED THREE (3) YEAR WARRANTY:** Steel coil and C springs, flat webbing nets (excluding normal wear and tear), electronic panel speakers, sound chips, and circuit boards.
- LIMITED ONE (1) YEAR WARRANTY:** NEOS®, electronic based play products, swing chain, swing clivises, swing galvanized attachment hardware, molded rubber bumpers, handholds, swing seats, and any other materials or custom products not covered above, all high wear items such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products. (*For NEOS only, an extended 3-year warranty is available for purchase, providing 4 years of cumulative coverage.)

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or non-conforming parts or to install repaired or replacement parts. By use of these

limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Union County in the State of Pennsylvania.

LIMITATIONS: All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller, and are not transferable.

Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions.

Warranties specifically do not cover Playworld products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Playworld parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- for changes in appearance of natural materials over time or cosmetic defects such as checks or splits in timber components;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Playworld does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR USE ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION, OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Safety & Standards



CERTIFICATIONS AND SAFETY STANDARDS: ISO 14001 certification guarantees that Playworld Systems, Inc. meets the highest standards for environmental-responsible manufacturing.



ISO 9001 certification guarantees that Playworld Systems, Inc. meets stringent quality-control standards in manufacturing our play equipment.

The Consumer Product Safety Commission (CPSC) – Look for “CPSC Pub.325” to see Playworld Systems, Inc.’s CPSC-compliant products.

- **CPSIA –** Playworld Systems, Inc.’s products meet or exceed the requirements of the Consumer Products Safety Improvement Act (CPSIA) of 2008.



The European Norm (EN) covers general safety requirements and test methods. Look for “EN1176” to see Playworld Systems, Inc.’s EN-compliant products.



The European RoHS directive restricts the use of six hazardous materials in the manufacture of electronic equipment, and seeks to reduce the amount of hazardous materials entering electronic products. All Playworld Systems, Inc.’s electronic products are RoHS compliant.

- **Singaporean Standard –** Based primarily on the ASTM standards, the Singaporean Standard is widely used throughout Asia.

TERMS OF SALE • PRICES: Prices are subject to change without notice. Unless otherwise stated in writing, all prices are F.O.B. Lewisburg, PA, USA, and shall be exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other charges. DESIGN: Playworld Systems, Inc. continually improves play equipment to better serve our customers and therefore reserves the right to change the design specifications without notice.



In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA)

provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

In the Interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification program whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion, Section 4.2; ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion (in its entirety); ASTM F3351, Standard Test Method for Impact Testing In Laboratory at Specified Test Height; and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment; and for a Loose Fill Rubber manufacturer its certification of conformance, also to ASTM F3012, Standard Specification for Loose Fill Rubber for Use as a Playground Safety Surface under and around Playground Equipment. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org.