

## **Board of Directors Virtual Meeting**

**DATE:** April 8, 2025

6:30 P.M.

## **BOARD PACKAGE**

You are invited to a Zoom meeting.

When: Tuesday, April 8, 2025 at 6:30 pm.

Register in advance for this meeting:

Zoom link: PENDING

After registering, you will receive a confirmation email containing information about joining the meeting.

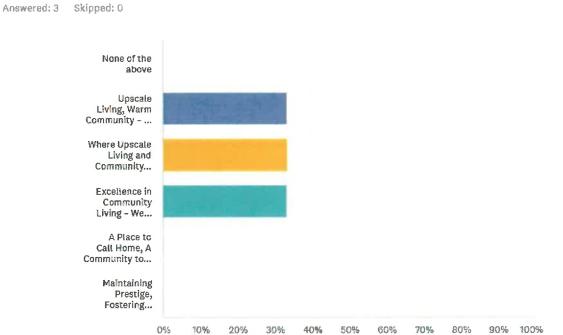
The meeting agenda will follow separately!

## I. Board Vision and Mission Statement

#### **Vision Statement:**

Management has received the following survey responses as of 4-3-25.





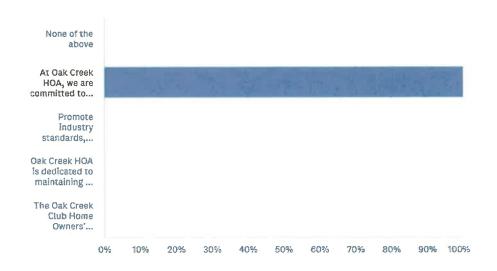
| Aħ | ISWER CHOICES   | * | RESPONS | SES *  |
|----|---|---|---------|--------|
| *  | None of the above   |   | 0.00%   | 0      |
| •  | Upscale Living, Warm Community – Oak Creek offers the perfect balance of luxurious, high-quality living and a welcoming, close-knit community. Our residents enjoy refined amenities, beautiful surroundings, and a strong sense of belonging that makes Oak Creek more than just a neighborhood—it's a home where connections flourish.                              |   | 33.33%  | 1      |
| *  | Where Upscale Living and Community Thrive Together – Oak Creek is a place where elegance meets engagement. Our community provides residents with a premium lifestyle while fostering an environment of warmth, inclusivity, and shared experiences. Here, neighbors don't just live side by side; they build lasting relationships and take pride in their community. |   | 33,33%  | 1      |
| *  | Excellence in Community Living – We envision Oak Creek as the premier residential community in Prince George's County, defined by quality, service, and a shared commitment to excellence.  |   | 33.33%  | · Proc |
| ۳  | A Place to Call Home, A Community to Call Family – Our HOA is committed to nurturing a strong sense of belonging where neighbors support one another and collectively enhance our shared living experience.   |   | 0.00%   | 0      |
| ₩) | Maintaining Prestige, Fostering Connection – Our goal is to protect the integrity and beauty of our gated golf community while strengthening the bonds between residents through engagement and shared responsibility.  |   | 0.00%   | 0      |
| TO | DTAL.   |   |         | 3      |

#### **Mission Statement:**

### Management has received the following survey responses as of 4-3-25.

What should be the new mission statement for Oak Creek Club HOA? (The mission statement refers to what we will do as an HOA to make the vision become a reality)

Answered: 3 Skipped: 0



| 14 | NSWER CHOICES   | * | RESPONS | ES * |
|----|---|---|---------|------|
| Ψ  | None of the above   |   | 0.00%   | 0    |
| *  | At Oak Creek HOA, we are committed to being the premier gated golf community in Prince George's County, Maryland, where upscale living and community thrive together. Our mission is to provide a safe, well-maintained, and engaged neighborhood that fosters a spirit of togetherness while upholding a standard of excellence in every aspect of community living. Through responsible governance, transparent communication, and proactive stewardship, we strive to maintain beautiful surroundings, exceptional amenities, and a welcoming environment where all residents can take pride in their homes and connections with one another. Our goal is to create a thriving, unified community where neighbors support one another, enjoy meaningful experiences, and collectively enhance the Oak Creek lifestyle. |   | 100,00% | 3    |
| 47 | Promote industry standards, operational efficiencies, and high professional standards by (1) displaying a spirit of respect, caring, and community cohesiveness; (2) supporting Oak Creek volunteer committees and homeowners; and (3) working cooperatively with the management company's team to increase property value and ensure smooth and effective operational protocols.   |   | 0.00%   | 0    |
| e  | Oak Creek HOA is dedicated to maintaining a vibrant, inclusive, and high-quality living environment that balances upscale living with a warm sense of community. We strive to be a place to call home and a communit to call family, where neighbors build lasting relationships and take pride in a well-maintained, secure, and inviting neighborhood. Our mission is to uphoid excellence in community living by fostering connection, engagement, and shared responsibility among residents. Through strong leadership, effective communication, and careful stewardship, we work to protect property values, enhance community amenities, and ensure Oak Creek remains a thriving, unified community for generations to come.  | • | 0.00%   | 0    |
| ~  | The Oak Creek Club Home Owners' Association (OCCHOA) is dedicated to enhancing the beauty of the commo areas and ensuring high-standard services for all 1,170 residents and enforcing the governing documents of the homeowners association.   |   | 0.00%   | D    |
|    | AT'AI   |   |         | 3    |

### II. Association Calendar

#### Oak Creek Club HOA (2025):

#### **JANUARY 2025**

#### **Board Meeting 1/14**

Obtain Pool Mgmt. Proposals/Renewal
Finalize RFP for Grounds Contract
JC Maintenance Contract Renewal
Registration deadline for National Night Out
(2/1/2025)
Review Maturing Investments
Manage Weather Events

#### **Committee Meeting**

Budget & Finance Committee 1/6
Grounds Committee 1/7
Elections Committee 1/21
Covenants Committee 1/21
Access Control Committee 1/15
Social Committee 7/16
Facilities Committee 1/23

#### **JULY 2025**

## Town Hall 7/8/2025 Reinvestment of maturing CD 7/31

2025 Budget Development
Send Signed Audit Rep Letter
Oak Creek Activity
Pool Operations
Call for Candidates 7/31
Review Monthly Financials
Oak Creek Day 7/2025
Final Preparations for the National Night Out.
Call for Candidates Notice/Annual Meeting Notice sent
over to Sundra Printing

#### **Committee Meeting**

Budget & Finance Committee 7/7
Grounds Committee 7/1
Elections Committee 7/15
Covenants Committee 7/15
Access Control Committee 7/16
Social Committee 7/17
Facilities Committee 7/24

#### **FEBRUARY 2025**

Board Strategic Planning Session 2/11
Establish Board Liaisons
Set Community Goals & Priorities
Review Reserve Study Strategy
Reinvestment of maturing CD 2/26

Audit Engagement Letter

Grounds Contract Finalization (if needed)
Pool Management Contract (if needed)
Amenity Reservation System

JD AIR Premium Maintenance Service Plan (1st visit)
Request Spring Flower Proposal (Landscapers)
Obtain Power Washing Proposals
YELP Testing (Gate entrances)
Manage Weather Events
Lake Source LLC for pond management services
scheduled March to Nov. (2x a month)
Feb to Dec (1x a month)

Traffix Logic (Speed Radar) Cloud Subscription Exp. 2/1/2025

#### **AUGUST 2025**

JD AIR Premium Maintenance Service Plan (2<sup>nd</sup> visit)

#### **Committee Meeting**

Budget & Finance Committee 8/4
Grounds Committee 8/5
Elections Committee 8/19
Covenants Committee 8/19
Access Control Committee 8/19
Social Committee 8/20
Facilities Committee 8/27

Finalize/ Summarize Pool Management Bids for BOD Presentation

#### **Committee Meeting**

Budget & Finance Committee 2/3
Grounds Committee 2/4
Elections Committee 2/18
Covenants Committee 2/18
Access Control Committee 2/19
Social Committee 2/20
Facilities Committee 2/27
Communication Committee

#### **MARCH 2025**

Town Hall 3/11/2025

Reinvestment of maturing CD 3/5
Obtain Tennis Court Resurfacing Proposals (Per Reserve Study)

Obtain Parking Lot Resurfacing Proposals (Per Reserve Study)

Place Order for New Pool Furniture (Per Reserve Study)

Lake Source Contract Auto - Renewal on 3/31

Tot lot mulch proposal

Prepare for Watershed Clean-Up Day

2024 Audit Begins

Plan Oak Creek Day

**Review Maturing Investments** 

**Board Package Production** 

Member Splash Proposal or Amenity Reservation

System

**National Night Out Planning** 

Dunbar Security Solutions contract (expires

3/31/26)

Lake Source Contract Auto Renewals 3/31

#### **Committee Meeting**

Budget & Finance Committee 3/3
Grounds Committee 3/4
Elections Committee 3/18
Covenants Committee 3/18
Access Control Committee 3/19
Social Committee 3/20
Communications Committee 3/21
Facilities Committee 3/27

#### **SEPTEMBER 2025**

Board Meeting 9/9
Reinvestment of maturing CD 9/15 (2)
Reinvestment of maturing CD 9/22
Snow Removal Contract/Proposals

#### **Committee Meeting**

Budget & Finance Committee 9/1
Grounds Committee 9/2
Elections Committee 9/16
Covenants Committee 9/16
Access Control Committee 9/17
Communications Committee 9/17
Social Committee 9/18
Facilities Committee 9/25

#### **APRIL 2025**

Board Meeting 4/8/2025

JBI Services, LLC preventative maintenance of six

(6) Generators as per contract

JBI Services LLC Contract renewal

US Treasury Bill Maturity Date 4-30-25

Taxes due April 15<sup>th</sup>

Gates/Monument Sign Painting **Contract Bid Review** Oak Creek Day Proposal approval **Paramus Court Tot Lot** Tennis Court Repairs **Tot lot Mulch Proposals** Annual Arch Inspections **Begin Connect Pool Phone Pool Registration Starts Pool Preparation Begins** Schedule Landscaping Seminar Schedule Annual Backflow testing Perform Generator Maintenance Oak Creek Day Preparation Potomac Watershed Clean up 4/20/2024 Assess Pavement Overlays in Lakeview Section (Per Reserve Study) Member Splash (Auto-Renewal)

#### **Committee Meeting**

Budget & Finance Committee 4/1
Grounds Committee 4/2
Elections Committee 4/15
Covenants Committee 4/15
Access Control Committee 4/16
Social Committee 4/17
Facilities Committee 4/24

#### **MAY 2025**

Town Hall 5/13/2025
Reinvestment of maturing CD 5/31 (2),

Audit Deadline
Pool Opening (Memorial Day)
Annual Flower Sale
Grounds Maintenance
Spring Flower installations.
Collections Referrals
Confirm WSSC Backflow Results.
YELP Testing (Gate Entrances)
Monument Repairs
Fire Extinguisher Service

#### OCTOBER 2025

Annual Meeting 10/14/2025

JBI Services, LLC preventative maintenance of six (6)

Generators as per contract

CAMP Contract Expiring (December 2025)

Commonwealth Digital (Printer Lease) – Auto-Renewal 10/1

#### **Committee Meeting**

Budget & Finance Committee 10/6
Grounds Committee 10/7
Elections Committee 10/21
Covenants Committee 10/21
Access Control Committee 10/15
Social Committee 10/16
Facilities Committee 10/23

#### **NOVEMBER 2025**

Board Meeting 11/18/2025
Reinvestment of maturing CD 11/15

GBI Generators (PM Plan) Auto-Renewal on 11/30

#### **Committee Meeting**

Budget & Finance Committee 11/3
Grounds Committee 11/4
Elections Committee 11/18
Covenants Committee 11/18
Access Control Committee 11/19
Social Committee 11/20

GRS Technology Solutions contract Auto Renewals 5/30

#### **Committee Meeting**

Budget & Finance Committee 5/5
Grounds Committee 5/6
Elections Committee 5/20
Covenants Committee 5/20
Access Committee 5/21
Social Committee 5/22
Facilities Committee 5/29

#### Facilities Committee 11/27

#### **JUNE 2025**

Board Meeting 6/10/2025
Reinvestment of maturing CD 6/30

Review and Sign Tax Return
Grounds Contract Recommendation

Oak Creek Day Prep
National Night Out Prep
Pool Operations
Grounds Maintenance Contract
Finalize Electronic Voting

#### **Committee Meeting**

Budget & Finance Committee 6/2
Grounds Committee 6/3
Elections Committee 6/17
Covenants Committee 6/17
Access Control Committee 6/18
Communications Committee 6/18
Social Committee 6/19
Facilities Committee 6/26

#### **DECEMBER 2025**

Reinvestment of maturing CD 12/30

Brand Design (Website Support) – Auto-Renewal on 12/31

JD Air (PM Contract) Expiration – 12/15

Holiday Party, Saturday December 13<sup>th</sup> at 8:00 pm to Midnight

#### **Committee Meeting**

Budget & Finance Committee 12/1
Grounds Committee 12/2
Elections Committee 12/16
Access Control Committee 12/17
Communications Committee 12/17
Social Committee 12/18
Facilities Committee 12/25

#### **Committee Meetings:**

- Budget and Finance Committee Meeting-1<sup>st</sup> Monday of the Month
- Grounds Committee Meeting-1<sup>st</sup> Tuesday of the Month
- Covenants Committee Meeting- 3<sup>rd</sup> Tuesday of the Month
- Election Committee Meeting- 3<sup>rd</sup> Tuesday of the Month
- Access Committee Meeting- 3<sup>rd</sup> Wednesday of the Month
- Social Committee Meeting- 3<sup>rd</sup> Thursday of the Month
- Facilities Committee Meeting- 4<sup>th</sup> Thursday of the Month
- Communication Committee Meeting- 3<sup>rd</sup> Wednesday of Month Quarterly

#### Ongoing monthly tasks:

- BOD Minutes posted to CIRA
- All committee minutes & BOD minutes/packets filed to CAMP server & CIRA
- Management Report posted to CIRA deliver board package at least 3 business days prior to meeting
- Update vendor Contract and COI in Vendor Management in CIRA
- Weekly wrap up sent to Board
- Provide update to community after board meetings

# There are current volunteer opportunities available for each committee as follows:

| Ad-Hoc Traffic Safety Committee       | 7 members needed |
|---------------------------------------|------------------|
| <b>Budget &amp; Finance Committee</b> | 2 members needed |
| <b>Communications Committee</b>       | 3 members needed |
| Community Access Committee            | 2 members needed |
| Covenants Committee                   | 1 member needed  |
| Elections Committee                   | FULL             |
| Facilities Committee                  | 1 member needed  |
| <b>Grounds Committee</b>              | 2 members needed |
| Social Committee                      | 2 members needed |

<sup>\*\*\*</sup>Last updated 2-26-25\*\*\*

\*\*\*PLEASE SHOW YOUR TEAM SPIRIT AND JOIN TODAY!

\*\*\*FRIENDLY REMINDER: ELECTIONS ARE TAKING PLACE THIS YEAR,
WITH TWO (2) OPEN BOARD SEATS AVAILABLE!

## III. Meeting Agenda

**April 8, 2025** 

### Oak Creek Club Homeowners Association

Board of Directors Virtual Board Meeting Tuesday, **April 8, 2025 @ 6:30 pm** Upper Marlboro MD, 20774

## **Board Meeting Agenda**

| 6:30 pm     | I. Call to Order   |
|-------------|--|
| 6:31-6:33   | II. Certification of Board Quorum  |
| 6:34-6:36   | III. Explanation of Virtual Meeting Protocol/Agenda Order and Zoom meeting recording for Meeting taking purposes only (CAMP)   |
| 6:37-6:47   | <ul> <li>IV. Approval of Board Meeting Minutes (Tab 1)</li> <li>1. Draft Board Meeting Minutes 1-14-25</li> <li>2. Draft Board Strategic Planning Session 2-11-25</li> <li>3. Draft Town Hall Meeting 3-11-25</li> </ul>   |
| 6:48-7:00   | V. Management Report (Tab 2)   |
| Action/Upda | 1. DMV Gates Service Calls 2. The Potential of food provided by The Grove this pool season 3. Additional Cellgate profiles 4. Financial Review of FY2025 Budget 5. CD maturity date of 4/30/25 in the amount of \$100,000  |
| 7:01-7:03   | VI. Committee Reports and Meeting Minutes (Tab 3)  |
| 7:04-7:14   | VII. Maturing Investment(s) Memo (Tab 4)   |
| 7:15-7:17   | VIII. Covenants Report (Tab 5)   |
| 7:18-7:28   | IX. Consent Agenda: (Tab 6)  |
|             | <ol> <li>February 21, 2025, snow removal invoices from McFall and Berry.</li> <li>February 21, 2025, renewal Agreement for JC Building Maintenance for FY2025.</li> <li>February 21, 2025, Winter services proposal from Paradise Pool Services, LLC.</li> <li>February 21, 2025, McFall and Berry landscaping contract for the FY2025.</li> <li>February 21, 2025, Maturing Investments 2/26/2025 and 3/5/2025.</li> <li>February 21, 2025, Association's legal counsel – Land Swap on March 5, 2025</li> </ol> |
| 7:29-7:33   | X. Old Business (Tab 7)  |

1. Land Swap Update ZHE on 3-26-25 (Suzann King and CAMP)

2. Oak Grove Road Construction – Update (CAMP)

#### 7:34-8:05 XI. New Business (**Tab 8**)

- 1. Estimate for Resident Gate Signage
- 2. Selection of Pool Management Vendor 2025
- 3. Pool Furniture Replacement Proposals
- 4. Safety Bollard at Clubhouse Exit
- 5. Tennis Court Repair
- 6. Estimates RE: Meeting Recording (Minute Taking) Vendors
- 7. Bleak Hill Place Streetlight
- 8. Catering Proposal for Oak Creek Day
- 9. Resolution to add Board business components to future Town Hall meetings to vote on urgent matters

8:06-8:26 XII. Resident Forum (20mins)

8:27 pm XIII. Adjourn

Next **Town Hall** Meeting: 5-13-25 Next **Board Meeting**: 6-10-25

8:30 pm I. Executive/Closed Session - **Board Only (Tab 9)** 

Action/Update

- 1. Legal Matter Incident on 2-6-25 involving Amazon Driver
- 2. Executive Session Acct.# R0379173L0316386
- 3. Delinquent accounts

## **IV. Draft Meeting Minutes**

January 14, 2025, February 11, 2025, and March 11, 2025

## Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

**From:** Mr. Femi Aje, PCAM®, On-Site General Manager Community Association Management Professionals (CAMP)

Date: Friday, March 28, 2025

Re: DRAFT Meeting Minutes for Review/Approval

#### A. Approval of Meeting Minutes

**Summary:** Meeting minutes currently outstanding are the following:

- Draft Open Board Meeting minutes 1-14-25 (See enclosure)
- Draft Strategic Planning Session minutes 2-11-25 (See enclosure)
- Draft Open Board Meeting minutes 3-11-25 (See enclosure)

**Action Needed:** The board is to review the outstanding draft meeting minutes and provide feedback for any final revisions as/if deemed necessary to Management or the Board Secretary (Suzann King). Upon confirmation of final drafts, the Board will vote on their **approval at the April 8, 2025 board meeting** or a subsequent meeting as needed.

### Oak Creek Club Homeowners Association Board of Directors Meeting Tuesday, January 14, 2025 @ 6:30 P.M. Virtual

#### **Board Members Present:**

Jessica Hill - President
Kip Banks - Vice President
Suzann King - Secretary
Dwight Ward - Treasurer
Dr. Lenora Gant - Board Member

#### **Others Present:**

Femi Aje- General Manager (CAMP)
TaShawn Andrews - Covenants Administrator (CAMP)
Members at large

#### Call to Order:

Jessica Hill called the meeting to order at 6:30 P.M.

#### **Explanation of Virtual Meeting Protocol:**

Tashawn Andrews explained the meeting protocol and gave an overview of the agenda.

#### Approval of the December Board Meeting Minutes:

Suzann King moved to approve the Revised December Board Meeting minutes. Dwight Ward seconded the motion. The motion passed unanimously of those present.

#### Management Report:

Mr. Femi Aje introduced himself and expressed his excitement about being part of the Oak Creek Club Community. He emphasized the importance of shared goals and enhancing communication within the community. Mr. Aje discusses his background in finance and economics, as well as his plan to review invoices and vendor contracts. He outlined his vision for the community, focusing on communication, operational excellence, engagement, collaboration, and sustainability.

#### **Covenants Report:**

TaShawn Andrews provided the Covenants Report generated for the month of November.

#### **Old Business:**

#### Oak Grove Road Construction Update:

Tashawn Andrews provided the construction update received from Travis Witmer. The report stated that construction has halted due to weather conditions. Travis hopes for construction to resume in the coming weeks, weather permitting. Due to continued weather delays, no completion date is currently forecasted.

#### **Land Swap Update:**

Tashawn Andrews discusses the land swap, noting that a hearing is scheduled for January 29, 2025. Femi Aje confirms that a letter was sent to the developer's attorney, Mr. Hatcher, requesting more communication and engagement.

#### **New Business**

#### The Social Committee's recommendation for the 2025 Adult Holiday Party:

Kip Banks moved to approve NH Special Event LLC for the 2025 holiday venue for \$16,000, to be expensed from Homeowner Activities. Jessica Hill seconded the motion, which passed with (1) abstention from Dr. Lenora Gant.

## Review and approval of the Queen Anne. Deer Run bi-fold. and Clubhouse exit lane gate repairs:

Suzann King moved to approve up to \$9,351 for the Queen Anne gate, up to \$2,639.40 for the Deer Run exit lane bi-fold, and up to \$10,869.03 for the Clubhouse exit lane gate repairs. Kip Banks seconded the motion. The motion passed unanimously of those present.

## Review and approval of the Facilities Committee request to repaint the Swim & Tennis Center:

The Board of Directors unanimously decided to table the paint request presented by the Facilities Committee until after the February Board of Directors Planning Session.

#### Discuss preparation for the Strategic Planning Session for February 12, 2025:

The board discusses the preparation for the strategic planning meeting scheduled for February 12, 2025.

- Suzann King emphasizes the need for the board to develop priorities and align them with committee activities.
- The board agrees to request detailed proposals from committees and to thoroughly review the budget and contracts.
- Ms. King suggests standardizing the process for committee planning and providing a checklist for better communication and alignment.

DATE: 2-11-25 TIME: 6:30 PM LOCATION: ZOOM VIRTUAL

### **Oak Creek Club Homeowners Association**

| MEETING CALL<br>ORDER BY  | Jessica Hill called the meeting to order at approximately 6:32 pm   |
|---|---|
| TYPE OF MEETING   | Board of Directors Strategic Planning Session   |
| NOTE TAKER  | Femi Aje  |
| BOARD<br>MEMBERS<br>PRESENT   | Certification of Board Quorum was met by the following Board of Directors present at the meeting:  Jessica Hill - President Kip Banks - Vice President Suzann King - Secretary Dwight Ward - Treasurer Dr. Lenora Gant - Board Member |
| BOARD<br>MEMBERS<br>ABSENT  | N/A   |
| Jeremy Rogal- Vice President (CAMP) Femi Aje- General Manager (CAMP) Brandon Butler- Assistant General Manager (CAMP) TaShawn Andrews - Covenants Administrator (CAMP) Members at large |   |

## **Agenda topic:** Welcome and Explanation of Virtual Meeting Protocol

| DISCUSSION  | The Board of Directors and for the strategic planning se         | CAMP management welcomed membersion.   | pers in attendance           |
|-------------|--|--|------------------------------|
| DISCUSSION  | meeting agenda. Jessica Hill e<br>Jessica Hill emphasized that t | al meeting protocol and gave an overvexplained the purpose of the strategic phis meeting is an opportunity for the boriorities for 2025. She also expressed hee members. | lanning session.<br>Dard and |
| ACTION ITEM | S  | PERSON<br>RESPONSIBLE  | DEADLINE                     |
| N/A         |  | N/A  | N/A                          |

## **Agenda topic:** Discussion of the Board's Mission Statement

| N/A  |  |  |
|--|--|--|
| notion:  |  |  |
| should review and refine HOA's long-to-current year, and identify key priorities resource allocation. This session shoul engagement, finance, and discussions.  Kip Banks emphasized the importance and mission statement for Oak Creek of Jessica Hill suggested that Kip Banks of statement for Board consideration, discussional statement for Board consideration, discuss | erm vision, define objects for operational improved also involve discussion on Key Performance Incomplete for the board to establish the HOA.  Treate a draft vision and cussion and a future vota adership has been active 27, 2025. He stated the discussing cost effective ogal elaborates on the representation of CAMP. He within CAMP's Maryland of the resident of CAMP.  | tives for the ements and as on community dicators (KPIs). sh a clear vision mission te. ely working on at CAMP options that may recent corporate ogal stated that le also indicated  |
|  | PERSON<br>RESPONSIBLE  | DEADLINE   |
| and mission statement for Oak Creek  | Kip Banks  | 4-8-25   |
|  | Femi Aje reiterated that as part of this should review and refine HOA's long-to current year, and identify key priorities resource allocation. This session shoul engagement, finance, and discussions Kip Banks emphasized the importance and mission statement for Oak Creek of Jessica Hill suggested that Kip Banks estatement for Board consideration, discussions Jeremy Rogal mentioned that CAMP lethe provided board's list from January leadership is meeting again soon and be more sustainable long-term.  Suzann King mentioned that Jeremy R restructuring and changes within CAM Susan Blackburn has retired as the Victoria desired to fill that position within the was hired to fill that position within the sustainable to the control of the con | Femi Aje reiterated that as part of this strategic planning sess should review and refine HOA's long-term vision, define object current year, and identify key priorities for operational improversource allocation. This session should also involve discussion engagement, finance, and discussions on Key Performance Inc.  Kip Banks emphasized the importance for the board to established mission statement for Oak Creek Club HOA.  Jessica Hill suggested that Kip Banks create a draft vision and statement for Board consideration, discussion and a future votable provided board's list from January 27, 2025. He stated the leadership is meeting again soon and discussing cost effective be more sustainable long-term.  Suzann King mentioned that Jeremy Rogal elaborates on the restructuring and changes within CAMP leadership. Jeremy Rosusan Blackburn has retired as the Vice President of CAMP. It that he was hired to fill that position within CAMP's Maryland Creek Club HOA is a primary focus for CAMP leadership.  PERSON RESPONSIBLE |

## **Agenda topic:** Discussion of Model Code of Ethics

|                | MOTION MADE BY | MOTION 2 <sup>ND</sup> BY |
|----------------|----------------|---------------------------|
| MOTION         | N/A            |                           |
|                |                |                           |
| Result of vote | e on motion:   |                           |

Femi Aje mentioned that he provided a sample Model Code of Ethics/Conduct document for the Board's consideration that was developed by the Community Association Institute (CAI). The purpose is to encourage the thoughtful consideration of ethical standards for community leaders. The model code is not meant to address every potential ethical dilemma but is offered as a basic framework that can be modified and adopted by any community association.

Jessica Hill mentioned if CAMP has any legal authority and/or updates regarding the acceptability of recording board meetings and the utilization of Zoom's AI companion feature for transcribing meeting minutes.

#### **DISCUSSION**

Femi Aje and Jeremy Rogal mentioned that industry best practice generally allows for the recording of board meetings for the sole purpose of creating official meeting minutes for approval. However, the recordings are immediately deleted after the approval of the meeting minutes and should not be saved. Jeremy Rogal also mentioned that the best practice is to keep the meeting recordings controlled by recording them on CAMP's virtual meeting platform (e.g. Zoom). Jeremy Rogal also mentioned that a statement should be made before each recorded meeting that CAMP is recording the meeting for the purpose of generating accurate meeting minutes, the recording is not to be shared or saved and the written meeting minutes are the official record of the association.

Jessica Hill mentioned that CAMP should incorporate that statement moving forward into the Oak Creek HOA board meetings.

MOTION 2ND BY

| RSON DEADLINE DEADLINE |
|------------------------|
| 1P 4-8-25              |
|                        |

### Agenda topic: Reviewing and Discussing Board Priorities for 2025

MOTTON MADE BY

|                  | MOTION MADE BY         | MOTION 2 BY  |
|------------------|------------------------|--|
| MOTION           | N/A                    |  |
| Result of vote o | n motion:              |  |
| DISCUSSION       |                        | ovided the board with a survey to discuss and priorities. The priority list included the |
|                  | Suzann, Kip, Dr. Gant) | ng KPIs (Selected by Dwight, Jessica,  Resident Satisfaction KPIs (Selected Kip)         |

- Infrastructure & Maintenance KPIs (Selected Dwight, Jessica, Suzann, Dr. Gant)
- Operational Efficiency KPIs (Selected Dwight, Jessica, Suzann, Dr. Gant)
- Sustainability & Environmental Impact KPIs
- Legal & Compliance KPIs
- Strategic Goal Achievement KPIs (Selected Kip)

Suzann King indicated that discussing Key Performance Indicators (KPIs) for Oak Creek Club Homeowners Association will aid the discussion of the board's priorities.

Dwight Ward recommended that before discussing the results of the survey that each board member complete the survey and those results be captured individually and each board vote recorded for transparency to the members of the community.

Jessica Hill mentioned that by focusing on the top three (3) selected of Financial Health & Budgeting, Infrastructure & Maintenance, and Operational Efficiency, those other KPIs would be addressed as well.

Dr. Lenora Gant suggested a window/range for the targeted KPI % rates, especially for the collection rate of HOA fees and other financial health and budgeting KPIs. Dr. Lenora Gant also emphasized the importance of knowing the association's return on investment (ROI) when dealing with delinquent homeowners.

Dwight Ward added that the collections report also includes the allowance for doubtful accounts.

| ACTION ITEMS   | PERSON<br>RESPONSIBLE | DEADLINE |
|--|-----------------------|----------|
| Complete CAMP survey on KPIs   | Board of Directors    | 4-8-25   |
| Follow up with the collections attorney to obtain a detailed report to better understand the ROI and to properly measure the overall efficiency of current collection practices. | CAMP                  | 4-8-25   |

**Agenda topic:** Reviewing and Discussing the Committee's Priorities and Identifying the Support Needed to Succeed in 2025

MOTION MADE BY: KIP BANKS MOTION 2ND BY: JESSICA HILL

|  | Kip Banks moved to schedule a board meeting on Tuesday, February 25,                     |
|--|--|
| MOTION 2025, at 6:30 pm to discuss the upcoming maturing CDs and any |  |
| 04.02.25.1   | sensitive agenda items. Jessica Hill seconded the motion. The motion passed unanimously. |
|  |  |

Result of vote on motion: A board meeting was scheduled for Tuesday, February 25, 2025, at 6:30 pm unless any time sensitive agenda items are voted on via consent agenda before this meeting.

The committee chairperson for each active committee had the opportunity to provide a verbal representation of their goals and written reports previously provided to the board of directors. Committees represented included:

Access Control
Budget & Finance
Elections
Facilities
Grounds
Social

Suzann King reiterated the importance of each committee knowing and understanding their general working parameters, and any budgetary items/implications.

Some committee chairpersons questioned the possibility of joining another committee due to their occasional lack of meeting quorum due to lack of committee member attendance/volunteerism. There was also another request to establish a general process to evaluate contracts and vendors for all committees.

Dwight Ward expressed his appreciation to the grounds committee chairperson, Stephanie Brown, for her recommendation to recognize the long-standing grounds committee member who recently passed away. He mentioned that he would discuss his ideas with the board and after deliberation, the board would report back to the committee.

#### DISCUSSION

Dwight Ward mentioned that the quorum requirement is a percentage (%) of committee members. Therefore, if the number of committee members increases, so does the quorum requirement.

Kip Banks suggested that he will actively work on recruiting two (2) new committee members for the Grounds Committee.

Kip Banks requested the adoption and support of a possible June 19<sup>th</sup> "Freedom Walk" by the association. Dwight Ward mentioned for transparency that this request should be recorded as an individual resident request not on behalf of the board.

The board, CAMP and all committees will continue to improve all collaborative efforts to achieve the goals and priorities for Oak Creek Club HOA in FY2025.

Suzann King mentioned that specialized skillsets would be beneficial for forming an ad-hoc procurement contract committee and an ad-hoc governance committee.

Dr. Lenora Gant emphasized that all committees should manage expectations and identify those constraints that each has or doesn't have control over because it can impact on their implementation process.

Dwight Ward suggested training through CAI to learn best practices in the community association industry and that he would contact CAMP to take the CAI M-206 course.

Femi Aje recommended that the budget & finance committee consider the inclusion of a future line item for an operating contingency.

Jessica Hill suggested that the agenda topics related to "Identifying the support committees need to succeed in the new year" and "Establishing KPIs and Targets" be tabled so the Board can commence with resident forum due to time constraints. The board also acknowledged some time sensitive topics in need of board vote before the town hall meeting in March.

MOTION 2<sup>ND</sup> BY

| ACTION ITEMS  | PERSON<br>RESPONSIBLE | DEADLINE |
|---|-----------------------|----------|
| Establish a general process for all committees to evaluate vendors  | CAMP                  | May 2025 |
| Ideas of appreciation and recognition for the long-<br>standing grounds committee member (Mr. Howard) who<br>recently passed. | Dwight Ward           | TBD      |
| Attempt to recruit two (2) new grounds committee members  | Kip Banks             | TBD      |
| M-206 Financial Management course via CAI   | Dwight Ward           | TBD      |

### **Agenda topic:** Management remarks FY2024 Financial Summary

MOTION MADE BY

|  | MOTION 2 DI  |
|--|--|
| N/A  |  |
| motion:  |  |
| financial report, which was email unaudited year-end financial stat identified expense account line it and positive, for the fiscal year ovariance" is defined as a variance or greater than \$3,000. Please no unaudited accrual accounting.  Suzann King requested additiona | ent has reviewed the December 2024 ed to the Board. In our review of the ements as of December 31, 2024, we ems with significant variances, both negative f 2024. For this summary, a "significant e equal to or greater than 10% and equal to ote, these observations are based on  I information pertaining to the collections ccount is provided to the collection's attorney |
|  | dustry standard pertaining to expenses related axes that were not budgeted for in FY2024.  |
|  | Femi Aje reported that managem financial report, which was emaile unaudited year-end financial statidentified expense account line it and positive, for the fiscal year or variance" is defined as a variance or greater than \$3,000. Please no unaudited accrual accounting.  Suzann King requested additional process and the step before an a                                |

| ACTION ITEMS   | PERSON<br>RESPONSIBLE | DEADLINE |
|--|-----------------------|----------|
| Provide information and process for collections  | CAMP                  | 4-8-25   |
| Reconfirm expenses and industry standards pertaining to the state and federal income taxes | CAMP                  | 4-8-25   |

## Agenda topic: Resident Forum

MOTION MADE BY MOTION 2<sup>ND</sup> BY

| MOTION                                       | N/A  |                                  |                |
|--|--|----------------------------------|----------------|
| Result of vote o                             | n motion:  |                                  |                |
|  | Homeowners discussed the following t   | topics:                          |                |
|  | <ul> <li>The possibility of raising additional revenue for Oak Creek Club HOA. (e.g. golf or tennis tournaments, etc.).</li> <li>The strategic planning priorities for the community in 2025.</li> </ul> |                                  |                |
|  |  |                                  |                |
| DISCUSSION                                   | Identifying the general process for committees to determine if there are<br>available funds budgeted to achieve their goals and priorities.  |                                  |                |
|  | A request to use the chat feature  | re and other features of Zoom du | uring meetings |
|  | Traffic concerns related to the  | Land Swap and the building of th | e new homes.   |
|  | The financial status of Oak Creek Club HOA at the end of December 202-   |                                  | nber 2024.     |
|  | ·  | ity outreach and development co  |                |
|  | The importance of keeping the efficiency.  | property values up while conside | ering cost     |
| ACTION ITEMS                                 |  | PERSON<br>RESPONSIBLE            | DEADLINE       |
| Financial Status at the end of December 2024 |  | CAMP, Budget & Finance           |                |

## **Agenda topic:** Adjournment of Meeting

MOTION MADE BY: JESSICA HILL MOTION 2<sup>ND</sup> BY: SUZANN KING

| MOTION | By a motion duly made and seconded, the Board voted unanimously to adjourn the meeting at 8:59 P.M. |
|--------|---|
|        | ote on motion: Meeting ended at 8:59 pm.  |

| DISCUSSION | There were no further comments by residents. |  |
|------------|--|--|
|            |  |  |

### Oak Creek Club Homeowners Association Board of Directors Town Hall Meeting Tuesday, March 11, 2025 @ 6:30 P.M. Virtual

#### **Board Members Present:**

Jessica Hill - President
Kip Banks - Vice President
Suzann King - Secretary
Dwight Ward - Treasurer
Dr. Lenora Gant - Board Member

#### **Others Present:**

Femi Aje- General Manager (CAMP)
Brandon Butler- Assistant General Manager (CAMP)
TaShawn Andrews - Covenants Administrator (CAMP)
Ray Via, Esquire- Association Legal Counsel
Members at large

#### Call to Order:

Jessica Hill called the meeting to order at 6:30 P.M.

#### **Explanation of Virtual Meeting Protocol:**

Femi Aje explained the meeting protocol and gave an overview of the agenda.

#### **Update on the Committee volunteer openings:**

Tashawn Andrews updated the community on committee openings.

#### PG Police Crime Report Update by Officer Tvrik Battle:

Officer Battle provided an update on community safety, mentioning incidents of domestic violence, property damage, vandalism, and theft from vehicles. Officer Battle advises residents to remove valuable items from their vehicles and to be cautious at gas stations to prevent carjackings. Residents inquired about the prevalence of crimes in other communities and potential solutions, leading to a discussion on the effectiveness of Neighborhood Watch programs.

#### Land Swap Update by Mr. Chris Hatcher, Esg. w/ CLHATCHER, LLC.

Chris Hatcher provided an update on the land swap and development application for 28 single-family detached dwelling units. Mr. Hatcher explains the process, including the submission of various applications and the need for additional time from the Zoning Hearing Examiner. He presented a detailed overview of the proposed community layout, zoning changes, and the development process timeline. He emphasized the importance of his continued communication and collaboration with the community, promising to attend every quarterly meeting and provide updates.

#### Oak Grove Road Construction Update:

Femi Aje provided the construction update received from Travis Witmer. The report stated that construction is due to resume in April, with completion forecasted by the end of April or early May.

#### **Resident Forum:**

Homeowners discussed the following issues:

- Concerns about parking violations suggest amending the bylaws to address the issue, as well as the need for improved enforcement and potential changes to the rules and regulations.
- > A status on efforts to address speeding within the community.
- > A homeowner expresses their dissatisfaction with the new gate system, highlighting issues with the gate staying open and the need for better training.
- > Traffic concerns regarding the new development.
- > Gate timing issues and transponder reader sensor adjustment.
- Recruitment for the Traffic and Safety Committee.

#### Adjournment:

By a motion duly made and seconded, the Board voted unanimously to adjourn the meeting at 7:57 P.M.

#### **Board Meeting Follow-Ups/ Action Items:**

- Obtain the contact information for the People's Zoning Council representative and share it with the community.
- Follow up with Mr. Hatcher to obtain the zoning designation documents for the land swap property.
- Coordinate with the traffic study engineer to present their findings and address resident questions at a future meeting.
- Explore reactivating the ad hoc parking committee to review and update parking rules and enforcement.
- Add a business component to future meetings to handle urgent matters between board meetings

## VI. Committee Reports/Minutes If Available:

## Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

**From:** Mr. Femi Aje, PCAM®, On-Site General Manager Community Association Management Professionals (CAMP)

Date: Friday, March 28, 2025

Re: Committee Reports/Meeting Minutes

#### C. Committee Reports/Minutes (if available)

**Summary:** Please see the following Committee Reports/Meeting Minutes (if available)

- Access Control Committee (See enclosure)
- Budget & Finance Committee (See enclosure)

**Action Needed:** Review documents and provided feedback if needed.

## Oak Creek Club Homeowners Association ACCESS COMMITTEE MEETING

Virtual February 19, 2025 6:30 P.M.

#### **Committee Members Present Remotely:**

Julian Brown – Chair
Peter Smith – Vice Chair
Gary Yancy – Committee Member (CM)
Peacola Johnson – Committee Member (CM)
Ettereteen Craven – Committee Member (CM)
Teika Haymon – Committee Member (CM)

#### **Committee Members Absent:**

Jonathan Newton - Committee Member (CM)

#### CAMP:

Brandon Butler – CAMP Asst. Manager

#### **Others Present Remotely:**

Stephanie Brown – Grounds Committee Danielle Telesford – Budget & Finance Committee Oak Creek Residents

#### Call to Order:

Chairman called the Access Committee (AC) meeting to order at 6:32 PM.

#### **Approval of December 2024 Meeting Minutes:**

Acceptance of AC Meeting Minutes from December 18, 2024 were motioned for approval by CM Haymon and seconded by VC Smith. The minutes were approved accordingly.

#### **Incident Report:**

Chairman provided summary of gate strikes to date, including total number, damages, money owed and money collected.

#### **Gate Entrances Report:**

Chairman provided update on all gate entrances. All gates are currently operational.

• The AC discussed leaving the bi-fold gates open during rush hour whenever a guard is present to prolong the use of equipment over time. A motion was made by CM Haymon and seconded by CM Craven to recommend to the Board that bi-fold gates are to remain open during rush hour anytime an officer is stationed during the hours of 7am – 9am and 4pm – 7pm. The motion was approved unanimously.

#### **Vendor Updates:**

Chairman provided updates from and for Dunbar and DMV Gates.

#### Old Business:

Review of previous action items:

#### CAMP:

- Follow-up with Sign Shop for updated proof and quote. COMPLETE
- Follow-up with DMV Gates regarding gate arm timing. COMPLETE
- Discuss and establish timeline regarding implementation of more robust features included with CellGate system. COMPLETE
- Review CellGate security concerns provided from AC. COMPLETE
- Submit AC recommendation to Board for quote provided by Dunbar (Weisman Electric) for new AC outlets. COMPLETE
- Provide updates on pending/or open action items and reimbursement claims. PENDING
- Research the total number of entries at all the gates. PENDING
- Provide updates on CellGate website and/or FAQ's posting. PENDING
- Post AC Meeting minutes to website for May 2024, July 2024, August 2024, September 2024, November 2024 & December 2024 (no meeting in June 2024 & October 2024). – PENDING
- Update Access Committee roster on website (as listed in these meeting minutes). PENDING
- Send AC Meeting invite for January 15, 2025. CANCELLED

#### Chairman / Access Committee:

- Review/observe proposed new signage from Sign Shop for visibility. COMPLETE
- Discuss leaving gates open during peak times when officer is present at post. –
   COMPLETE
- Follow-up with DMV Gates & Dunbar regarding Oak Creek West Park video surveillance quotes. – COMPLETE
- Solicit quotes from DMV Gates to proactively repair all remaining old equipment. -COMPLETE
- Follow-up with CAMP regarding CellGate security concerns. COMPLETE
- Follow-up with CAMP/Dunbar regarding the possibility of leaving gates open during peak times when officer is present at post. COMPLETE
- Follow-up with DMV Gates regarding ongoing timing concerns of gate arms. COMPLETE
- Follow-up with (M-NCPPC) regarding Oak Creek West Park entrance. IN PROGRESS
- Compose February 2025 AC meeting minutes. PENDING

- Follow-up with CAMP regarding pending and/or open action items and reimbursement claims. IN PROGRESS
- Request a copy of the previous quote for the Pine Valley AC outlet installation, for price comparison. PENDING
- AC Meeting January 15, 2025. CANCELLED
- Follow-up with CAMP/Board regarding concerns with the current email system. = BACKLOG
- Discuss capturing metrics regarding Cell Gate deployment BACKLOG
- Review our trespassing policies and signage requirements (including audio). –
   BACKLOG
- Review/draft policy for reimbursement for gate damages. BACKLOG
- Coordinate pilot of gate arms utilizing a sensor. BACKLOG

#### **New Business:**

Quotes for Oak Creek West Park entrance surveillance:

• The AC discussed and reviewed two quotes for video surveillance from DMV Gates (estimate EST3691 - \$8,921.50) and Dunbar Solutions (proposal 1/10/2025 - \$8,538.69). No motion was made. The AC will await updates from M-NCPPC regarding their available solutions and offerings they may have.

#### Quote for new "Resident Only" signs:

• The AC discussed and reviewed quote from the Sign Shop (estimate EST-47104). A motion was made by CM Haymon and seconded by CM Johnson to recommend to the Board approval of this quote for \$896.15. The motion was approved unanimously.

#### Quote for new bollard at Clubhouse exit

• The AC discussed and reviewed quote (estimate EST3777). A motion was made by CM Haymon and seconded by VC Smith to recommend to the Board approval of this quote for \$4,250. The motion was approved unanimously.

#### Gate hardware refresh

• The AC discussed adopting a proactive approach to replacing all remaining old and failing equipment. Additionally, the AC discussed the installation of enhancements to the gates as well, (

**Resident Forum:** 20 minutes (2 minutes per person)

Comments and/or questions were provided by three different residents.

#### Review of New Action Items:

CAMP:

- Submit all proposed recommendations from the December 2024 and February 2025 AC meetings to the Board.
- Submit announcement to the Oak Creek community for the next AC Meeting, March 19, 2025

#### Chairman / Access Committee:

- Amend current motion to leave bi-fold gates open when an officer is present to include holidays as well.
- Compose draft CellGate policy and/or rules of behavior to mitigate any misuse or abuse.
- Compose a spreadsheet containing gate hardware refresh and enhancement costs.
- Compose a spreadsheet comparing the video surveillance quotes for further review.
- AC Meeting March 19, 2025.

#### Adjournment:

A motion was made to adjourn by CM Johnson and seconded by CM Craven. Chairman Brown adjourned the AC meeting at 7:51pm.

## Oak Creek Club Homeowners Association ACCESS COMMITTEE MEETING

Virtual March 19, 2025 6:30 P.M.

#### **Committee Members Present Remotely:**

Julian Brown – Chair
Peter Smith – Vice Chair
Gary Yancy – Committee Member (CM)
Peacola Johnson – Committee Member (CM)
Ettereteen Craven – Committee Member (CM)
Teika Haymon – Committee Member (CM)
Jonathan Newton – Committee Member (CM)

#### **Committee Members Absent:**

N/A

#### CAMP:

N/A

#### **Others Present Remotely:**

Stephanie Brown – Grounds Committee Danielle Telesford – Budget & Finance Committee Oak Creek Residents

#### Call to Order:

Chairman called the Access Committee (AC) meeting to order at 6:31 PM.

#### **Approval of February 2025 Meeting Minutes:**

Acceptance of AC Meeting Minutes from February 19, 2025 were motioned for approval by CM Yancy and seconded by VC Smith. The minutes were approved accordingly.

#### **Incident Report:**

Chairman provided summary of gate strikes to date for the year, (12). Only two of those incidents required new claims for reimbursement (damage was caused).

#### **Gate Entrances Report:**

Chairman provided update on all gate entrances. All gates are currently operational.

• The AC discussed timing concerns and potentially revisiting the idea of speed bumps at the gate to mitigate excessive tailgating. No motion was made at this time.

#### **Vendor Updates:**

Chairman provided updates from and for Dunbar and DMV Gates.

- CAMP will coordinate the training required between DMV Gates and Dunbar to allow Dunbar officers the ability to program the bi-fold gates in support of a new recommendation to have them remain open during rush hour, whenever an officer is present.
- DMV Gates has provided a list of costs for equipment refresh and upgrades.
- Dunbar will provide AC a list of recommendations regarding the new CellGate system to be potentially included in a future CellGate Rules of Behavior (ROB) policy.

#### Old Business:

Review of previous action items:

#### CAMP:

- Post AC Meeting minutes to website for May 2024, July 2024, August 2024, September 2024, November 2024 & December 2024 (no meeting in June 2024 & October 2024). – COMPLETE
- Update Access Committee roster on website (as listed in these meeting minutes). –
   COMPLETE
- Send AC Meeting invite for February 19, 2025. COMPLETE
- Submit all proposed recommendations from the December 2024 and February 2025 AC meetings to the Board. COMPLETE
- Submit announcement to the Oak Creek community for the next AC Meeting, February 19, 2025 – COMPLETE
- Submit announcement to the Oak Creek community for the next AC Meeting, March 19, 2025 – COMPLETE
- Provide updates on pending/or open action items and reimbursement claims. IN PROGRESS
- Provide updates on CellGate website and/or FAQ's posting. IN PROGRESS
- Research the total number of entries at all the gates. PENDING

#### Chairman / Access Committee:

- Follow-up with (M-NCPPC) regarding Oak Creek West Park entrance. –
   COMPLETE
- Compose February 2025 AC meeting minutes. COMPLETE
- AC Meeting February 19, 2025. COMPLETE
- AC Meeting March 19, 2025 COMPLETE
- Compose a spreadsheet containing gate hardware refresh and enhancement costs. –
   COMPLETE
- Follow-up with CAMP regarding pending and/or open action items and reimbursement claims. IN PROGRESS
- Amend and resubmit motion to leave bi-fold gates open when an officer is present to include holidays as well. PENDING

- Compose draft CellGate policy and/or rules of behavior to mitigate any misuse or abuse. PENDING
- Compose a spreadsheet comparing the video surveillance quotes for further review. PENDING
- Request a copy of the previous quote for the Pine Valley AC outlet installation, for price comparison. PENDING
- Follow-up with CAMP/Board regarding concerns with the current email system. BACKLOG
- Discuss capturing metrics regarding CellGate deployment BACKLOG
- Review our trespassing policies and signage requirements (including audio). –
   BACKLOG
- Review/draft policy for reimbursement for gate damages. BACKLOG
- Coordinate pilot of gate arms utilizing a sensor. CANCELLED/REPLACED

#### Gate hardware refresh discussion:

• The AC discussed and reviewed spreadsheet of all gate entrances equipment that included a cost breakdown to replace all remaining old equipment and install any new upgrades, (e-loop sensors and gate magnets). No motion was made at this time.

#### Oak Creek West Park entrance:

- M-NCPPC has provided their findings in regards to our request for enhanced security at this entrance. Unfortunately, they have decided upon consultation of their law enforcement partners and site review, no additional gate is required. They advised residents to remain diligent about reporting any issues by calling Park Police at 301.459.9088.
- The AC will revisit quotes for video surveillance options previously submitted by three different vendors. The AC will also consider a quote to have a gate installed by the HOA. No motion was made.

#### Quote for new "Resident Only" signs:

• Previously recommended quote for new signs are pending Board approval.

#### Quote for new bollard at Clubhouse exit

• Previously recommended quote for new bollard is pending Board approval.

#### Quote for new AC outlets at gate entrances

• Previously recommended quote for new AC outlets at all gate entrances (excluding Pine Valley) is pending Board approval.

#### Recommendation for rush hour operation

• AC will amend and resubmit a previous motion for recommendation to have bi-fold gates remain open (gate arm down), whenever an officer is present during the hours of 6am – 9am and 4pm – 7pm, Mon-Fri.

#### New Business:

#### Parking policy review:

- The AC discussed and reviewed the current parking policy and issues within the town homes specifically. Preliminary discussions included the idea of converting all visitor spots to permit parking only and providing residence with parking permits, (2) for non-garage homes and (1) for townhomes with garages. No motion was made at this time.
- There is a clarification request regarding the AC's purview of responsibility, as there appears to be some overlap. Park patrol is included within the AC's charter. However, what is the current status of the Ad Hoc Parking Committee, whose primary responsibility is to address community parking policies?

#### Quote for Queen Anne pedestrian gate entrance

• The AC discussed and reviewed the gooseneck replacement quote (estimate EST3785). A motion was made by CM Yancy and seconded by CM Newton to recommend to the Board approval of this quote for \$1,590. The motion was approved unanimously.

Resident Forum: 20 minutes (2 minutes per person)

Comments and/or questions were provided by three different residents.

#### **Review of New Action Items:**

#### CAMP:

- Confirm the number of available visitor spots among the townhomes.
- Confirm the status of Ad Hoc Parking Committee
- Submit announcement to the Oak Creek community for the next AC Meeting, April 16, 2025

#### Chairman / Access Committee:

- AC Meeting April 16, 2025
- Consult CellGate Tech Support regarding feature enhancement requests:
  - o Notified when a QR code is utilized
  - o Ability to customize instructions/notices for QR codes

#### Adjournment:

A motion was made to adjourn by CM Yancy and seconded by CM Johnson. Chairman Brown adjourned the AC meeting at 7:40pm.

#### Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Budget & Finance Committee

Date: Friday, March 7, 2025

**Suggested Motion 1:** The B&F Committee is recommending that the HOA Board reinvest the following CD with upcoming maturity date:

Morgan Stanley- US Treasury Bill with a maturity date of 4/30/2025 in the amount of \$100,000 with a similar ladder position.

The motions listed above received unanimous votes by a quorum of HOA B&F Committee members in attendance.

#### B&F Committee members are:

Marisa Reid, Chair Will Abdul, Co-chair Kristen Stierwalt-Huff Michael McFarlane Danielle Telesford Gabrielle Webster Nina Murphy (absent)

### Oak Creek Club Homeowners Association Budget & Finance Meeting Minutes Thursday, February 20, 2025 Virtual

#### **Committee Members Present:**

Marisa Reid – Chair Will Abdul – Vice Chair Michael McFarlane Kristen Stierwalt-Huff Danielle Telesford Gabrielle Webster

#### **Committee Members Absent:**

Nina Murphy

#### **Others Present:**

Femi Aje (CAMP representative)
Oak Creek Residents

#### Call to Order:

The meeting was called to order at 7:07pm by Will Abdul (Committee Vice Chair) and he confirmed quorum.

#### Establish Minute Taker:

Will called meeting to order and introduced the committee members present and acknowledged Danielle as the minute taker.

#### **Approve December 2024 Meeting Minutes:**

Kristen moved to approve December 2024 meeting minutes and Gabrielle seconded. All agreed unanimously.

#### **New Business:**

- 1. Introductions New CAMP management to B&F Team Members
  - a. Femi introduced himself and explained he is still in the process of familiarizing himself with OCC financials.
    - i. Recommends looking at the budget spread for 2024. Emphasized the importance of understanding cash flow and budget variances.
    - ii. Reviewing last years' financials and contracts to evaluate services and potential variances.
    - iii. Discussed the need for establishing a variance threshold, recommending 10% based on the Maryland HOA Act subsection 11B 112.2.
    - iv. Recommends establishing an operating contingency fund for 2026 to handle unpredictable expenses.
    - v. Discussed the differences of an operating surplus fund and an operating contingency fund. We cannot budget for a surplus fund (for profit), but we can budget for an operating contingency fund.
    - vi. Clarified that there are certain circumstances that would allow amending the budget after it has been approved by the board. (matters dealing with health, life and safety)

- 2. Discussion of engagement model
  - a. Discussed reviewing and possible revisions to the Budget and Finance charter.
  - b. Emphasized the need for regular, transparent financial reporting and better access to essential documents.
  - c. Analyzed discrepancies between the reserve study budget and actual expenditures particularly regarding gate repairs.
  - d. Requested delinquency report, R&R report for budget and finance review
- 3. Review December 2024 Financials
  - a. We need to come up with a consistent categorization for the gate damages.
  - b. Reserve study schedule is not matching up with CAMP spread sheet and needs to be updated.
  - c. Emphasis on reviewing invoice descriptions to ensure accurate expense code.
- 4. Investment Recommendation
  - a. Michael motioned that we recommend to the board to renew the Morgan Stanley CD with investment amount \$75,000 maturing on February 26, 2025, and Morgan Stanley CD with investment amount \$100,000 maturing on March 5, 2025. Will seconded the motion. All agreed unanimously.

#### **Resident Forum:**

1. Resident #1: NO QUESTIONS ASKED

a. Response: n/a

#### Adjournment:

The Budget and Finance meeting was adjourned by Will at 9:01pm.

## VII. Maturing Investments 4/30/25

## Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Mr. Femi Aje, PCAM®, On-Site General Manager Community Association Management Professionals (CAMP)

Date: Friday, March 28, 2025

Re: Maturing Investments

**Suggested Motion:** "I move to approve the reinvestment of the maturing CD on 4/30/25 in the amount of \$100,000.00 in accordance with the Association's investment ladder."

#### D. Maturing Investments that need action (SEE ATTACHMENT)

#### **Summary:**

| Description - Bank Name                      | Original<br>Investment Amt. | Maturity Date |
|--|-----------------------------|---------------|
| US Treasury Bill - Morgan Stanley (UPCOMING) | \$100,000.00                | 4/30/2025     |

Committee Recommendation (if any): See the enclosed Budget & Finance Committee Memo.

Management Recommendation (if any): As the Association does not currently require these funds, it is recommended that the Board reinvest them according to the Association's Morgan Stanley investment ladder and as per the Budget & Finance Committee's recommendation.

Action Needed: The Board reviews the most current financial statements and the recommendations provided by management and/or the appointed Budget and Finance Committee Chair and then votes on whether or not to approve the CD listed above that is maturing at the end of the month.

# VIII. Covenants Report March 2025:

# Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Mrs. TaShawn Andrews, Covenants Administrator Manager Community Association Management

Professionals (CAMP)

Date: Friday, March 28, 2025

Re: Covenants Report (CAMP)

### E. Covenants Report

Summary: Please see the following Covenants Report submitted by Mrs. TaShawn Andrews of CAMP.

- March 2025 (PENDING)

**Action Needed:** There is no action needed at this time. Management is also planning for the upcoming annual covenants inspection.



### **Covenants Report for March 2025**

#### **Exterior Modification Application Overview**

For **March**, the committee approved **0 of 3** applications submitted.

If you are interested in making exterior modifications to your home, please get in touch with the management office during the planning stage of your project. We will be happy to assist you through the approval process for the covenant. For the Covenants Committee to properly review modification applications, they must be submitted to the management office on Tuesday preceding their regularly scheduled monthly meeting, unless otherwise noted. The Covenants Committee meets on the Third Tuesday of every month.

|  | March 2025           |                     |                                    |                        |                      | Total 2025          |                        |
|--|----------------------|---------------------|------------------------------------|------------------------|----------------------|---------------------|------------------------|
| Exterior<br>Modification<br>Applications | Total #<br>Processed | Total #<br>Approved | Total #<br>Awaiting<br>Information | Percentage<br>Approved | Total #<br>Processed | Total #<br>Approved | Percentage<br>Approved |
|  | 3                    | 0                   | 3                                  | 0%                     | 7                    | 3                   | 42.85%                 |

#### **Violation Overview**

For **March**, 100% of the two issued violations were maintenance-related. Please remember to take care of any maintenance-related issues as soon as possible.

#### **Annual Inspections Begin April 15, 2025!**

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

|                         | March 2025      |                   |                  |               | Total 2025     |                  |
|-------------------------|-----------------|-------------------|------------------|---------------|----------------|------------------|
| Violations<br>Processed | Total<br>Issued | Total<br>Resolved | Total Unresolved | Total #Issued | Total Resolved | Total Unresolved |
|                         | 2               | 0                 | 91               | 91            | 0              | 91               |

| Category           | % of Total |
|--------------------|------------|
| Rubbish and Debris | 0%         |
| Maintenance        | 100%       |
| Vehicle Parking    | 0%         |
| Landscaping        | 0%         |
| Unsightly          | 0%         |
| Signs              | 0%         |
| Architectural      | 0%         |

#### Did You Know.....?

Did you know an Exterior Modification Application is required before installing an irrigation system? An irrigation system helps to keep Oak Creek Club aesthetically pleasing by allowing homeowners to maintain a healthy lawn. The Association has established some guidelines that will help you before installing:

- 1. Irrigation systems must not be installed in the utility easement area.
- 2. You must submit the location of each sprinkler head on a Plat with your application.

The homeowner is responsible for any irrigation system installed in the utility easement area. If any damage occurs due to work that needs to be performed in that area, the homeowner will be liable for the repair.

The Covenants Committee reserves the right to approve applications for an irrigation system. Please submit an Exterior Modification Form for all irrigation systems. The form can be found on the Association's website (www.oakcreekclubhoa.com), or stop by the HOA office for a copy.

Thank you.

Oak Creek Club Covenants Team

# IX. Consent Agenda Items

Approval of snow removal invoices from McFall and Berry:

# Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

**From:** From: Mr. Femi Aje, PCAM®, On-Site General Manager Community Association Management Professionals (CAMP)

Date: Friday, March 28, 2025

**Re:** Ratification of the vote made on Friday, February 21, 2025, by the Board of Directors to approve all snow removal invoices from McFall and Berry totally \$52,824.25.

**Suggested Motion:** "I move to ratify the vote made on Friday, February 21, 2025, by the Board of Directors to approve the payment of all snow removal invoices to date from McFall and Berry in the amount of \$52,824.25 to be expensed **from operating account GL Snow Removal.**"

**Summary:** Management would like to bring to the Board's attention the following invoices for snow removal services by McFall and Berry billed to date. These **invoices total \$52,824.25**, which is over the FY2025 budgeted amount of \$24,050.00. Paying this amount from the operating budget will create a negative budgeted variance of \$28,774.25.

- McFall and Berry Inv#232227 dated 1-9-25 due net 30 days for snow removal services 1/6/25 and 1/7/25 (\$23,467.00) see attached
- McFall and Berry Inv#232551 dated 1-14-25 due net 30 days for snow removal services 1/10/25 and 1/11/25 (\$8,413.00) see attached
- McFall and Berry Inv#233620 dated 1-24-25 due net 30 days for snow removal services 1/19/25 and 1/20/25 (\$10,135.00) see attached
- McFall and Berry Inv#234685 dated 2-14-25 due net 30 days for snow removal services 2/11/25 and 2/12/25 (\$10,809.25) see attached

**Action Needed:** Management recommends that the Board approve payments of all invoices to McFall and Berry as soon as possible to prevent the potential of late fees being added and/or delay any potential service request for snow removal during the interim.

Please see the attached support documentation for the Board's approval.

As of 3/31/2024 the Association is approximately \$39,772.25 over the annual budgeted amount of \$24,050.00 line-item Snow Removal.

## Approval of renewal Agreements for JC Building Maintenance for FY2025.

# Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: From: Mr. Femi Aje, PCAM®, On-Site General Manager Community Association Management

Professionals (CAMP)

Date: Friday, March 28, 2025

**Re:** Ratification of the vote made on Friday, February 21, 2025, by the Board of Directors to approve the renewal agreements for JC Building Maintenance for FY2025 totally \$52,824.25.

**Suggested Motion:** "I move to ratify the vote made on Friday, February 21, 2025, by the Board of Directors to approve the renewal of the submitted JC Building Maintenance agreements for FY2025 for day porter services at \$2,915 per month, handyman services at \$3,130.00 per month, and for requested clubhouse weekend cleaning at a rate of \$155 per service."

> JC Building Maintenance contract (Expired in January 2025) - Management previously provided the renewal proposal.

**Note:** There are no changes to the terms or scope of work from last year's agreement. However, please note a small cost increase as follows:

- -A 1.6% increase in day porter cleaning services, due to inflation in labor expenses and the rising cost of supplies.
- -A 3.9% increase in handyman services, accounting for inflation in labor expenses and fuel costs.
- -A \$5 increase per session for weekend cleaning when requested, reflecting inflation and increased supply costs.

JC Building Maintenance is currently providing services without a signed agreement in place which creates potential liability concerns for the Association. If the Board would like management to explore other service providers, that should occur in preparation for next year's budget. At this juncture, the Board should vote to either renewal their agreement or have management explore their willingness for a signed month-to-month arrangement/agreement.

Please see the attached support documentation for the Board's approval.

## Approval of Winter Services Proposal Paradise Pool Services, LLC.

# Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

**From:** From: Mr. Femi Aje, PCAM®, On-Site General Manager Community Association Management Professionals (CAMP)

Date: Friday, March 28, 2025

**Re:** Ratification of the vote made on Friday, February 21, 2025, by the Board of Directors to approve the winter services proposal from Paradise Pool Services, LLC totaling \$3,989.20.

**Suggested Motion:** "I move to ratify the vote made on Friday, February 21, 2025, by the Board of Directors to approve the winter services proposal from Paradise Pool Services totaling \$3,989.20 to be expensed from operating account GL Pool Repairs/Supplies."

Management previously provided the estimate to address needs at the pool for the remainder of the winter as indicated by Paradise Pool. However, with the current uncertainty of their contract renewal, we are uncertain if Paradise Pool will perform this work. If a decision can be made in the next few weeks regarding a pool management vendor, this service needs can be revisited then otherwise the Board may vote to proceed to approve this work and management can determine the willingness of Paradise Pool to perform this work.

| SALES RE                              | P                                  |  |   |     |        |          |
|---------------------------------------|------------------------------------|--|---|-----|--------|----------|
| Tyrone Jack                           | kson                               |  |   |     |        |          |
| DATE                                  | ACTIVITY                           | DESCRIPTI  | ON                                      | QTY | RATE   | AMOUNT   |
|                                       | Brass Safety Cover<br>Anchors      | Brass Safe   | ty Cover Anchors                        | 15  | 47.80  | 717.0    |
|                                       | Cover Springs                      |  | ngs - Safety Cover<br>used to Lock Down | 15  | 71.98  | 1,079.7  |
|                                       | Heat Tape Service                  | Installing heat tape on fresh<br>water lines (recommend peace<br>of mind program)          |   | 1   | 650.50 | 650.50   |
|                                       | Drill and tap freeze<br>plug       | So you're able to drain the water inside the pipe at it's lowest level to prevent freezing |   | 2   | 285.50 | 571.00   |
|                                       | Filter, plumbing,<br>bracing       | Filter, plumbing bracing will<br>prevent shaking and breaking of<br>piping                 |   | 2   | 485.50 | 971.00   |
|                                       | epairs 2024 notice on test walk-th | arough   | SUBTOTAL                                |     |        | 3,989.20 |
| These items need immediate attention. |                                    |  | TAX                                     |     |        | 0.00     |
| Construction<br>50% Due Upon Approval |                                    |  | TOTAL                                   |     | \$3    | ,989.20  |

Note: Paradise Pool stated the following:

"The line that was causing trouble in the pump room is attached to your sprinkler system along with pool fixtures to avoid further damage our team disassembled. We need to add heat tape to the line. The cover has sustained damage from missing anchors and springs. When it snows, extra weight is added to the cover causing springs and material to expand to account for resistance. With missing anchors and springs the resistance tears at the material. These tears become a detriment to cover safety functionality."

Please see the attached support documentation for the Board's approval.

As of 3/31/2024 there was approximately \$13,795.00 remaining in GL Pools Repairs/Supplies.

Approval of reinvesting the maturing CDs on 2/26/25 and 3/5/25.

# Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: From: Mr. Femi Aje, PCAM®, On-Site General Manager Community Association Management

Professionals (CAMP)

Date: Friday, March 28, 2025

**Re:** Ratification of the vote made on Friday, February 21, 2025, by the Board of Directors to approve the reinvestment of upcoming maturing CDs.

**Suggested Motion:** "I move to ratify the vote made on Friday, February 21, 2025, by the Board of Directors to approve reinvesting the Beal Bank SSB - Morgan Stanley \$75,000.00 maturing 2/26/2025, and the First Bank Richmond IN - Morgan Stanley \$100,000.00 maturing 3/5/2025."

## ➤ Maturing Investments that need action (SEE JANUARY 2025 FINANCIAL STATEMENT)

#### **Summary:**

| Description – Bank Name                      | Original Investment Amt. | Maturity<br>Date |
|--|--------------------------|------------------|
| Beal Bank SSB – Morgan Stanley               | \$75,000.00              | 2/26/2025        |
| First Bank Richmond IN – Morgan Stanley      | \$100,000.00             | 3/5/2025         |
| US Treasury Bill – Morgan Stanley (UPCOMING) | \$100,000.00             | 4/30/2025        |

**Management Recommendation:** As the Association does not currently require these funds, it is recommended that the Board reinvest maturing CDs on 2/26/25 and 3/5/25 according to the Association's Morgan Stanley investment ladder. The next Budget and Finance Committee meeting is scheduled for Thursday, February 20, 2025, so the Board could choose to wait for their recommendations or make a vote to reinvest them before the committee meeting.

Action Needed: The Board reviews the most current financial statements and the recommendations provided by management and/or the appointed Budget and Finance Committee and votes on whether to approve the investments listed above that are maturing before the next scheduled board meeting.

Please see the attached support documentation for the Board's approval.

## Approval of Legal Counsel at Zoning Examiner Hearing Land Swap 3-5-25.

# Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: From: Mr. Femi Aje, PCAM®, On-Site General Manager Community Association Management

Professionals (CAMP)

Date: Friday, March 28, 2025

**Re:** Ratification of the vote made on Friday, February 21, 2025, by the Board of Directors to approve Mr. Ray Via's attendance on March 5, 2025, for the Land Swap Zoning Examiner Hearing.

**Suggested Motion:** "I move to ratify the vote made on Friday, February 21, 2025, by the Board of Directors to approve the Association's legal counsel, Mr. Ray Via, Esq. to attend and speak on behalf of Oak Creek Club HOA at the scheduled Zoning Examiner Hearing for the Land Swap on March 5, 2025, at 9:30am

On Wednesday, February 12, 2025, Mr. Femi Aje, General Manager of Oak Creek Club HOA, emailed the following to the Board and included said correspondence from Mr. Chris Hatcher, Esq.

"Good afternoon Board,

I appreciate the time you all spent last night. In addition, I spoke to Mr. Chris Hatcher, Esq. some days ago, and Mr. Ray Via, Esq. this afternoon. Please see the email below and the attached letter. As per the last month's planning hearing (FYI, I have mentioned about their current signs about the previous hearing), we were asked by Mr. Stan Brown, Esq to have a "signed" letter and also reference the date of the meeting held in which the vote was made in support of the 28 homes development. Mr. Ray Via will update the correspondence to reflect what is needed, etc. before providing for signature. I will suggest Mr. Via reconfirms with Mr. Brown what exactly is needed prior to the next scheduled hearing on March 5, 2025 around 9:30am so the final signed document is adequate for records submittal.

P.S. Jessica, Mr. Ria also stated he would be reaching out to you in the near future. Thanks."

**Management Recommendation:** As of today, management has not received/seen a response to Mr. Aje's email to Mr. Ray Via, of Whiteford Taylor stating the following:

"Hello Ray,

As per our conversation, please see below. I have forwarded it to the Board. I know Jessica will probably have the final say on this, but it may not be a bad idea to reach out to Mr. Stan Brown, Esq. Just to reconfirm everything that needs to be on that correspondence. I am not sure the attached letter has all that he requested to my recollection. Thanks"

To date, Management does not know if Mr. Ray Via has contacted Mrs. Jessica Hill for feedback regarding this matter. However, Mr. Via recommended during his call with Mr. Aje that he could also attend the next hearing on March 5<sup>th</sup> and speak on behalf of the Association if approved and confirmed with Mrs. Jessica Hill. Mr. Aje has since been scheduled for a CAMP corporate manager's training on March 5, 2025 at 10:00 am. Management will wait for further updates and feedback.

Action Needed: Mr. Ray Via reviews and finalizes the shared correspondence to ensure it meets the requirements requested by Mr. Stan Brown, Esq. Then the letter should be approved and authorized/signed by the Board President and/or as instructed by the Association legal counsel. If required or deemed necessary by Mr. Via, this vote/approval should be recorded at the potential Board Meeting to be held on Tuesday, February 25, 2025, if deemed necessary. The Board would need to confirm with management no later than Friday February 21, 2025, by 1:00 pm if a meeting is necessary on February 25, 2025, at 6:30 pm to allow for adequate notice requirements to the community. The Board should also vote on whether to have Mr. Ray Via attend and speak on behalf of the Association at the continuation of the scheduled zone planning hearing on March 5, 2025, if still available.

Please see the attached support documentation for the Board's approval.

## X. Old Business

Oak Grove Road Construction Update

# Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Mrs. TaShawn Andrews, Covenants Administrator Manager Community Association Management

Professionals (CAMP)

Date: Friday, January 10, 2025

Re: Oak Grove Road Construction Update

#### F. Oak Grove Road Construction Update

**Summary:** Mrs. TaShawn Andrews reached out to Mr. Travis Witmer, Project Manager of Woodlawn Development Group on Friday, January 10, 2025. Below is an excerpt from that email conversation as provided by Mrs. Andrews.

"From: Travis Witmer (Woodlawn Development Group)

There is nothing new to share. The weather has plagued the Oak Grove Road Project for the past couple of months (especially this past snowstorm) and slowed things down to a crawl.

The contractor looks forward to getting back to work next week, weather permitting. Some of the work requires warmer temperatures (surface paving, pavement markings, etc.), and we can't pinpoint a date now because there's no long-range forecast showing a significant warming trend.

We will keep you posted as things progress."

**UPDATE 4-3-25:** Mr. Travis Witmer stated the following:

"One update to share today - OPENING OF NEW ROADWAY DELAYED UNTIL APRIL 14th

Please share with the Oak Creek Club Community and we'll keep you posted if there are any other changes we are made aware of. Thanks, and please let us know if you have any questions.

Sincerely,

Travis Witmer
Project Manager
Woodlawn Development Group"

**Action Needed:** There is no action needed at this time. Management will invite Mr. Witmer to a future meeting to discuss any potential updates if available.

## XI. New Business

## **Estimate for Resident Gate Signage**

# Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Brandon Butler, CMCA® - Assistant General Manager C/O Julian Brown - Access Committee Chair

Date: Wednesday, April 2, 2025

Re: Estimate for Resident Gate Signage

**Suggested Motion:** "I move to approve the Estimate from The Sign Shop (EST-47104) in the amount of \$896.15 for the installation of five (5) updated Resident Gate signs to be expensed **from line-item Signage.**"

Discussion: Please see EST-47101 from The Sign Shop Attached

**Committee Recommendation:** The committee recommends that the Board approves the Estimate (EST-47104) as presented.

**Management Recommendation:** CAMP Staff recommend the Board move forward with approving EST-47104.

**Action Needed:** Board to review and approve EST-47104 to determine if they would like to move forward.

As of 3/31/2024 there was approximately \$3,575.00 remaining in GL Signage.



2603 Morse Lane Woodbridge, VA 22192 (703) 590-9534

Estimate EST-47104

www.thesign-shop.com

Payment Terms: Net 30

**Created Date: 8/28/2024** 

**DESCRIPTION:** Updated Residents Gate SignS

Bill To: Oak Creek Club Owner Assn

14505 Mary Bowie Parkway Upper Marlboro, MD 20774

US

installed: Oak Creek Club Owner Assn

Julian Brown

14505 Mary Bowie Parkway Upper Malboro, MD 20774

US

Requested By: Julian Brown Salesperson: Janet Diaz

Email: jbrown.oakcreekhoa@gmail.com Email: janet@thesign-shop.com Work Phone: (301) 908-8927 Work Phone: 703-590-9534 x 1500

| *****   | KT HOHE. (301) 300 0327   | Work Thome.  | 05 550 555 TA 150 | •        |          |
|---------|---|--|-------------------|----------|----------|
| NO.     | Product Summary   | QTY  | UNIT PRICE        | TAXABLE  | AMOUNT   |
| 1       | 20" x 16" Custom Shape Dibond Sign  | 5  | \$79.00           | \$395.00 | \$395.00 |
| 1.1     | 54" ORAJET® 3651 Intermediate Calend  | lered PVC Film -   |                   |          |          |
|         | Part Qty: 1 Width: 16.00" Height: 20.00" Sides: 1 Labor: Weeding/Install (20) | Overlaminate - Overlaminate: 54" ORAGUARD 210 Gloss                                      |                   |          |          |
| 1.2     | Black DiBond 3mm -  |  |                   |          |          |
|         | Part Qty: 1<br>Width: 16.00"<br>Height: 20.00"                                | Holes - # of Holes: 2.00 - Hole Locations: Centered Top and Bottom - Hole Diameter: 3/8" |                   |          |          |
| 2       | Backer for Signs  | 4  | \$95.50           | \$382.00 | \$382.00 |
| 2.1     | .5" PVC Backer Plate -  |  |                   |          |          |
|         | Part Qty: 1   |  |                   |          |          |
| 3       | Set Up and Processing Fee   | 1  | \$21.25           | \$21.25  | \$21.2   |
| 3.1     | Graphic Design Fee (\$85/hr) -<br>- # of Hours: 0.25                          |  |                   |          |          |
|         |   |  | Base Sul          | btotal:  | \$798.2  |
| Bin # _ |   |  | Shi               | pping:   | \$50.00  |
|         |   |  | Sul               | btotal:  | \$848.25 |
|         |   |  | Taxable An        | nount:   | \$798.25 |
|         |   |  |                   | Taxes:   | \$47.90  |
|         |   |  | Grand             | Total:   | \$896.15 |

#### **ESTIMATE VALID FOR 30 DAYS**

| Signature: | Date: |      |
|------------|-------|------|
| _          |       | <br> |

## Selection of Pool Management Vendor for the 2025 Pool Season

# Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Brandon Butler, CMCA® - Assistant General Manager

Date: Friday, March 28, 2025

Re: Selection of Pool Management Vendor for the 2025 Pool Season

**Suggested Motion:** "I move to approve **Premier Pools** in the annual amount of \$58,600.00 for Pool Management services for the 2025 season, to be expensed **from line-item Pool Contract."** 

Discussion: Please see all estimates and detailed direct communication Attached

**Summary:** When evaluating pool management contracts, the board must consider cost versus coverage. While Splash Pools is the most affordable option; however, it offers fewer services and lacks clarity regarding damage responsibility and certain terms and conditions. Premier Pool Management, while the most expensive, provides the highest level of service, including more frequent inspections, superior supervision, and the most comprehensive insurance coverage. Continental Pools falls in the mid-range price category but charges additional fees for chemicals and extra services.

Insurance and liability coverage also vary significantly among providers. Premier Pool Management offers the best protection with \$10 million in liability coverage, while Continental Pools provides only \$2 million. Splash Pools does not specify its coverage amounts, posing a potential risk that requires further clarification.

Contract flexibility is another key consideration. All providers require a 30-day termination notice; however, Premier Pool Management imposes a financial penalty, requiring the payment of 50% of the remaining costs if the contract is ended early. In contrast, Continental Pools allows termination with payment only for services already rendered.

Service quality, including supervision and safety measures, also differs among the providers. Premier Pool Management conducts the most frequent inspections, visiting three times per week. Continental Pools relies on periodic audits and lifeguard oversight for daily safety, whereas Splash Pools performs weekly supervisor walkthroughs.

Lastly, responsibility for repairs is handled differently by each provider. Both Splash Pools and Premier Pool Management provide cost estimates for additional repairs, ensuring transparency in maintenance expenses. However, Continental Pools explicitly states that all repairs are the sole responsibility of the HOA, which may lead to higher unforeseen costs.

By carefully weighing these factors—cost, insurance coverage, service quality, and termination flexibility—the board can make an informed decision that best meets the community's needs.

| Criteria                             | Splash Pools  | Premier Pool Management                       | Continental Pools  |
|--------------------------------------|---|---|--|
| Contract Amount                      | \$48,444  | \$58,600 (\$56,600 with discount)             | \$54,150   |
| Dates of Operation                   | May 24 – Sept 1,<br>2025                            | May 24 – Sept 1, 2025                         | May 24 – Sept 1, 2025  |
| Pool Hours                           | Tues-Sun, 11 AM - 8<br>PM                           | Tues-Sun, 11 AM - 8 PM                        | Mon-Sun, 11 AM - 8 PM  |
| Lifeguards                           | 2 lifeguards, 1,629<br>total staffing hours         | 2 lifeguards, 54 hrs/week<br>each             | 2 lifeguards, includes ½ hr<br>daily for opening/closing                   |
| Payment Schedule                     | 6 payments from<br>April - August                   | 6 payments from April -<br>Sept               | 8 payments from March -<br>Sept  |
| Chemicals Included                   | Chlorine & pH balancing chemicals                   | Disinfectant & pH chemicals as per county     | Liquid chlorine & pH<br>adjusters (other chemicals<br>extra)               |
| Liability Insurance                  | Coverage included<br>(no specific amount<br>stated) | \$10M liability insurance                     | \$2M general liability insurance   |
| Performance/Completion<br>Bond       | Not specified                                       | Not specified                                 | Not specified  |
| License & Certification Requirements | Not specified                                       | Lifeguards certified by Ellis<br>& Associates | Lifeguards certified by Red<br>Cross, Ellis & Associates,<br>or equivalent |

| Supervision & Training          | Weekly supervisor walkthroughs                         | In-service training & safety checks                               | Training provided, but<br>lifeguards responsible for<br>safety   |
|---------------------------------|--|---|--|
| Resident Notifications          | Not specified  | Not specified   | Not specified  |
| Board Approvals Required        | Not specified  | Not specified   | Not specified  |
| Pool Inspections                | Weekly safety inspections                              | 3 inspections per week  | Pre-opening & periodic safety audits                             |
| Equipment & Tools Provided      | Erosion chlorinator<br>fee of \$1,000 if<br>applicable | Pool filtration & chlorination system check                       | Chlorination system check,<br>repair responsibilities on<br>HOA  |
| Additional Lifeguard Hours      | Not specified  | \$30/hr (48+ hrs notice),<br>\$50/hr (less than 48 hrs<br>notice) | \$30/hr  |
| Responsibility for Damage       | Not specified  | Pool repairs covered under separate contract                      | Owner responsible for all repairs                                |
| Storage of Materials & Tools    | Not specified  | Pool equipment maintained by vendor                               | Equipment stored on-site,<br>vendor not responsible for<br>theft |
| Failure to Adhere to Terms      | Not specified  | 30-day termination notice required                                | 30-day termination notice required                               |
| Jurisdiction for<br>Enforcement | Not specified  | Contract governed by local state law                              | Contract governed by local state law                             |

**Committee Recommendation:** The committee recommends that the Board approves the proposal from Premier Pools, as presented.

**Management Recommendation:** CAMP Staff recommend the Board move forward with approving Premier Pools due to its superior insurance coverage, frequent inspections, and proactive supervision. While the cost is higher, the additional protections and services reduce liability risks and long-term maintenance concerns.

**Action Needed:** Board to review materials and recommendations to approve a Pool Management vendor.

As of 3/31/2024 there was approximately \$68,500.00 remaining in GL Pool Contract.



"Where Customer Service is a Policy, Not a Department"

# COMMERCIAL SWIMMING POOL MANAGEMENT AGREEMENT

PROPOSAL #7680 B

Oak Creek Club

14505 Mary Bowie Pkwy
Upper Marlboro, MD 20774

#### PREMIER POOL MANAGEMENT

12339 CARROLL AVENUE, SUITE B, ROCKVILLE, MD 20852 • Tel: (301) 989-2200 • Fax: (301) 989-2261

WWW.PREMIERSWIM.COM

## PREMIER POOL MANAGEMENT, INC.

12339 CARROLL AVENUE, SUITE B, ROCKVILLE, MD 20852 SWIMMING POOL MANAGEMENT AGREEMENT Proposal # 7680 (Option B)

#### SECTION I. PROPERTY INFORMATION

**Facility Name and Address** 

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

#### **Facility Owner/Agent**

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

#### SECTION II. CONTRACT DURATION, OPERATING SCHEDULE AND PERSONNEL

The CONTRACTOR will maintain the aforementioned swimming pool between May 24, 2025 and September 1, 2025.

| Normal/Season Hours of Operation |                |          | School/Off S<br>Note: Operating hou | Season Hours of Cours while county public school | <b>Operation</b> s are in session. |
|----------------------------------|----------------|----------|-------------------------------------|--|------------------------------------|
|                                  | Open           | Close    |                                     | Open   | Close                              |
| Monday                           | Closed         | Closed   | Monday                              | Closed   | Closed                             |
| Tuesday                          | 11:00 AM       | 08:00 PM | Tuesday                             | 11:00 AM   | 08:00 PM                           |
| Wednesday                        | 11:00 AM       | 08:00 PM | Wednesday                           | 11:00 AM   | 08:00 PM                           |
| Thursday                         | 11:00 AM       | 08:00 PM | Thursday                            | 11:00 AM   | 08:00 PM                           |
| Friday                           | 11:00 AM       | 08:00 PM | Friday                              | 11:00 AM   | 08:00 PM                           |
| Saturday                         | 11:00 AM       | 08:00 PM | Saturday                            | 11:00 AM   | 08:00 PM                           |
| Sunday                           | 11:00 AM       | 08:00 PM | Sunday                              | 11:00 AM   | 08:00 PM                           |
| Holiday                          | 11:00 AM       | 08:00 PM | Holiday                             | 11:00 AM   | 08:00 PM                           |
| Number of Lifeguards:            | 2 Lifeguard(s) |          | Number of Lifeguards:               | 2 Lifeguard(s)                                   |                                    |
| Hours per Lifeguard:             | 54 Hrs/week    |          | Hours per Lifeguard:                | 54 Hrs/week                                      |                                    |
| Total Staff Hours:               | 108 Hrs/week   |          | Total Staff Hours:                  | 108 Hrs/week                                     |                                    |

NOTE (only applies to properties with school hours): As of the date of this contract county public schools are scheduled to close on 6/18/25 and reopen on 8/25/25. If these dates change, additional charges may apply. The OWNER agrees to pay the additional charges.

#### SECTION III. ADDITIONAL COMMENTS

- A. Cost for additional lifeguard hours (more than 48 hours notice): \$30/hr.
- B. Cost for additional lifeguard hours (less than 48 hours notice): \$50/hr.
- C. Upon contract execution, the CONTRACTOR will conduct two service visits per month during the off-season.
- D. The CONTRACTOR will schedule and attend all health department inspections.
- E. The CONTRACTOR will conduct random safety checks and in-service training.
- F. Contract includes pool opening and closing. This contract will expire once the pool winterization has been completed.
- G, Contract includes chemicals necessary to maintain the disinfectant and pH levels as required by county Health Department.
- H. The CONTRACTOR will conduct a minimum of (3) inspections per week covering all phases of the pool operation.
- I. All lifeguards have current certifications in Lifeguarding, First Aid, CPR and AED issued by Ellis & Associates.

#### SECTION IV. COMPENSATION SCHEDULE

Payment from the OWNER is to be received by the CONTRACTOR by the dates listed below.

| Total Contract Price:        | \$58,600.00 | Note: In order for the "Early Bird Discount" to be honored the executed contract must be received by the CONTRACTOR no later than March 1, 2025. If |            |
|------------------------------|-------------|---|------------|
| "Early Bird Discount" Price: | \$56,600.00 | applicable, the discount will be applied to the la  |            |
| Due: January 1, 2025         | \$0.00      | Due: July 1, 2025   | \$9,766.67 |
| Due: February 1, 2025        | \$0.00      | Due: August 1, 2025   | \$9,766.67 |
| Due: March 1, 2025           | \$0.00      | Due: September 1, 2025  | \$9,766.67 |
| Due: April 1, 2025           | \$9,766.67  | Due: October 1, 2025  | \$0.00     |
| Due: May 1, 2025             | \$9,766.67  | Due: November 1, 2025   | \$0.00     |
| Due: June 1, 2025            | \$9,766.67  | Due: December 1, 2025   | \$0.00     |

#### SECTION V. ACCEPTANCE OF PROPOSAL

This Contract consists of six (6) pages and nineteen (19) sections.

| CONTRACTOR                                 | OWNER  |  |  |
|--|--|--|--|
| Signature:                                 | Signature:Please initial page(s) 2, 3, 4 and 5 of this contract where indicated. |  |  |
| By: Vlad Chiscop, President Date: 2/6/2025 | By: Date:  |  |  |
| Owner's Initial(s)                         | Pay 11/  |  |  |

Rev 11/2023

#### SECTION VI. GENERAL TERMS AND SPECIFICATIONS

- A. Premier Pool Management, INC will provide swimming pool management service, as described in this agreement in return for compensation as outlined in the Specification page of this contract. Throughout this agreement the Specification page will refer to page 2 of the contract, which includes Section I through Section V. The information contained on the Specification page takes precedence over the standard language in the contract body (Section VI through Section XIX).
- B. Throughout this contract "WE", "US", "OURS", and "CONTRACTOR" will refer to Premier Pool Management, INC. "YOU", "YOUR", and "OWNER" will refer to the FACILITY OWNER/REPRESENTATIVE as listed in the Specification page of this contract.

#### SECTION VII. PRE-SEASON POOL OPENING - OUTDOOR POOLS ONLY

- A. The CONTRACTOR will render the swimming pool operational by completing the following services:
  - 1. Conduct and submit to the OWNER a written inspection report consisting of repairs, equipment or services deemed necessary to render the pool and filter system operational. This report will include a price quotation by the CONTRACTOR for these additional services, repairs or equipment. This report, if approved in part or in total must be returned to the CONTRACTOR within seven calendar days from its date of submission. The CONTRACTOR will need up to three weeks after receiving the work approval to complete the repairs and schedule the Health Department inspection. If the OWNER elects to prepare the pool for opening by supplying any or all needed equipment or performing necessary repairs, said repairs must be completed and equipment must be provided by May 1st. If these provisions are not strictly adhered to, the CONTRACTOR will not be responsible for opening the pool on the date specified. There will be no pre-opening inspections planned the week before Memorial Day Weekend. The pre-opening Health Department inspections will resume the following week.
  - 2. The CONTRACTOR will, subject to the conditions stated in the preceding paragraph, prepare the swimming pool for opening by completing the following services:
    - a. Where it applies, remove, clean, fold, and neatly store pool cover(s) in designated storage area(s).
    - b. If needed, drain pool(s). The CONTRACTOR is not responsible for faulty hydrostatic valve and any damages, which may be directly related thereto.
    - c. Remove all debris from pool(s) interior.
    - d. If necessary, power wash and acid wash pool(s) interior with weakest concentration of acid possible.
    - e. Reassemble restroom(s) and pool fresh water system. Check for proper operation and advise the OWNER of needed repair(s).
    - f. Fill Pool. The OWNER is responsible for shutting the water off when pool is full.
    - g. Reassemble and start the filtration and chlorination systems and check for proper operation. The OWNER is responsible for the cost of any needed repair(s).
    - h. Obtain, store and utilize necessary chemicals.
    - i. Install ladder(s), handrail(s), lifeguard chair(s), skimmer lid(s), safety rope and diving board(s).
    - Clean restrooms and pool area.
    - Move all furniture from the storage area(s) to the pool deck, Clean pool furniture and arrange it in an orderly fashion.
    - If required, the CONTRACTOR will schedule and obtain Health Department operating permits if not obtained by the OWNER on or before April 15th. If the CONTRACTOR obtains these permits, the OWNER agrees to reimburse the CONTRACTOR for all permit related costs charged by the governing body.
    - Maintain proper filter operation and vacuum clean the pool prior to opening.
- B. The OWNER will be responsible for the following items by April 15th, unless otherwise noted, in order to prepare the pool for a timely opening:
  - . Provide the CONTRACTOR with a copy of any Health Department violation(s) within two (2) weeks of contract ratification or when received by the OWNER.
  - 2. Prepare restrooms and other pool facilities for use:
    - a. Remove all non-pool related items and trash.
    - b. Complete any necessary repairs to doors, windows, walls, plumbing fixtures, and any other building equipment that pertains to the pool use.
    - c. Provide soap, towel and tissue dispensers at all fixtures as needed.
    - d. Provide cleaning equipment such as a rubber hose, hose nozzle, mop, mop bucket, broom, dust pan, scrub brush, powder cleanser, sponges, toilet brush, toilet plunger, trash bags, etc.
    - e. Hot water heaters must be made operational in order to pass pre-opening inspection.
    - f. Inspect electrical system and repair if necessary, Supply and install light bulbs as needed.
    - g. Paint interior and exterior of restrooms if necessary.
    - h. Provide working locks on all doors, gates and windows and provide the CONTRACTOR three (3) complete sets of keys.
    - i. Provide a hardwired telephone and make it operational no later than April 15th. The telephone must directly reach 911 emergency service without the use of an internal switchboard as specified in the State and Local Codes. The CONTRACTOR will not be responsible for any phone charges, including but not limited to, long distance calls, 900 service calls, and any other operator assisted calls. It is the OWNER'S responsibility to contact the phone company and disable such futures.
    - j. Provide all utilities including water, electricity, and gas (if needed) for the operation of the pool.
  - 3. Provide the CONTRACTOR and the CONTRACTOR'S employees free and adequate parking.
  - 4. Insure that the swimming pool facility complies with all building codes and the local Health Regulations in effect.
  - 5. Agree to maintain on site (in good working condition), or purchase from the CONTRACTOR, all necessary equipment for the safe operation of the facility as required by the local Health Department. Such equipment includes, but is not limited to, one rescue tube per lifeguard on staff, backboard with straps, head immobilizer, elevated guard station(s), and any other first aid equipment.
  - 6. Complete any necessary repairs inside pool areas such as deck work, fencing and gates, caulking, area lights, drinking fountain, etc.
  - 7. Provide, at the pool, three (3) large trash containers for debris removed from the pool during cleaning. The OWNER is responsible for disposing of the trash after cleaning is completed.
  - 8. Provide the CONTRACTOR with a complete set of written pool rules for the community not later than May 1st.
  - 9. Perform or furnish within a reasonable time anything else necessary to the pool's opening which the CONTRACTOR has not agreed to provide.
  - 10. If water, electric, gas (where applicable), and keys are not supplied to the CONTRACTOR by May 1st, the OWNER will be billed for additional services.
  - 11. In the event the OWNER repairs are not completed at the time of scheduled Health Department Pre-opening Inspection and the pool does not pass as a result of incomplete or inadequate OWNER repairs, the OWNER will be responsible for any delays in opening the pool as well as any re-inspection fees charged by the Health Department.

#### SECTION VIII. STAFFING

- A. The OWNER may establish reasonable minimum criteria and qualifications for the CONTRACTOR'S staff assigned to the facility.
- B. Except as otherwise noted, all personnel employed by the CONTRACTOR for work under this agreement will be employees of the CONTRACTOR. The CONTRACTOR will be responsible for paying these employees and will pay all Workmen's Compensation, Social Security and other taxes incident to the work of said employees.
- C. All of the CONTRACTOR'S staff will be required to wear uniforms readily identifying them as the CONTRACTOR'S employees.
- D. The CONTRACTOR will provide a training program for each lifeguard, which will include instruction and review in at least the following areas:
  - 1. The OWNER'S Pool Rules and Regulations.
  - Facilities and equipment operation and maintenance.
  - 3. Local jurisdiction requirements, including water quality standards and inclement weather closing criteria.
  - 4. Lifeguard standards of behavior and performance.
  - 5. Professional conduct and appearance.
  - 6. Blood Borne pathogen training.
  - 7. Chemical handling and safety, which include OSHA and HAZCOM training.
- E. All lifeguards employed by the CONTRACTOR will have current certifications in Ellis & Associates Lifeguarding, Community First Aid, CPR and AED or other state sanctioned certifications. The management personnel may, in addition, be certified or licensed pool operators. All lifeguard staff certifications will remain at the pool site (original or copies).
- F. Training sessions for CONTRACTOR'S employees are to be conducted prior to opening the pool, and periodically during the season to ensure safe and efficient operation. These training sessions may take place at the OWNER'S facility or at an off-site location.
- G. The OWNER agrees not to hire or contract the CONTRACTOR'S current or past employees to work at, service or be connected in any way with the pool. This policy shall be in effect for a period of two years from the date of termination of this person's employment with the CONTRACTOR, or two years from the date when this contract is terminated, whichever comes first. In the event that the OWNER violates this policy, the CONTRACTOR shall be entitled to a placement charge equal to 50% of the total price of this pool management contract.
- H. The policy concerning scheduled pool closing and holidays is as follows: If the pool schedule dictates that the pool is closed on a certain day of the week, and a holiday falls on that day, the pool will be open on the holiday and closed on the next day.
- In the event that only one lifeguard is contracted to operate the facility, a 10 minute break will occur each hour to accommodate for testing the water, checking the
  pump room, inspecting the bathrooms, etc. No swimming will be allowed in single guard facilities at that time.
- J. Additional temporary lifeguard services can be provided and will be billed to the OWNER for an additional fee.

#### SECTION IX. DAY TO DAY POOL OPERATION AND MAINTENANCE

Throughout the pool season, the CONTRACTOR will perform the following services:

- A. Ensure that all phases of the pool operation comply with local health department regulations.
- B. Backwash and clean filtration system to maintain proper filter operation.
- C. Test chlorine and pH levels and maintain chlorination system and chemical feeders by cleaning or adjusting them as needed.
- D. Maintain pool records as required by local health department, and any additional records reasonably required by the OWNER.
- E. Check and clean the restrooms and the pool office as needed.
- F. Clean and straighten the pool equipment as required to maintain a safe and orderly situation.
- G. Vacuum the pool bottom; clean the waterline tiles and the skimmer baskets as necessary.
- H. Sweep or rinse the pool deck as needed to maintain safe, healthy and attractive conditions.
- I. Arrange the pool furniture in an orderly fashion prior to closing.
- J. Perform closing duties to ensure security of facility and readiness for opening on the following day.
- K. Provide adequate, reasonable and mature enforcement of all the OWNER'S written pool rules.
- L. The CONTRACTOR reserves the right to prohibit admittance of children under the age of 13 unless accompanied by a responsible adult.
- M. The CONTRACTOR will not be responsible for wading pool safety and gate control unless the OWNER authorizes the CONTRACTOR to provide additional personnel specifically for these responsibilities.

#### SECTION X, WEEKLY INSPECTIONS

- A. The CONTRACTOR agrees to conduct a minimum of three (3) inspections per week during the regular pool season (Memorial Day-Labor Day), and two (2) inspections per week during the pre-season period. Such inspections will be conducted by the CONTRACTOR'S supervisory personnel and will cover all phases of the pool operation and other Contract compliances.
- B. At least once per week, the CONTRACTOR will meet with a representative of the OWNER to discuss the pool operation and any related problems. At such weekly meeting, the CONTRACTOR will make any recommendations to the OWNER to improve the pool operation.
- C. Additionally, the CONTRACTOR'S Lifeguard Instructors and Risk Management team will perform periodic safety audits.

#### SECTION XI. SUPPLIES AND CHEMICALS

- A. The CONTRACTOR will supply the appropriate chemicals to maintain the swimming pool chlorine/bromine level and pH level as required by the local health department for the duration of the Contract. Chemicals such as test kits and test kit reagents, balancing chemicals, algaecide, anti-stain, and indoor heated pool/spa specific chemicals are not included in the Contract.
- B. The OWNER is advised that the chemicals required for basic, standard pool maintenance used by the CONTRACTOR, and are the business standard, are likely to discolor, or otherwise negatively affect carpeted surfaces over which they may be transported, moved or stored. The OWNER is also advised that the CONTRACTOR disclaims responsibility of any damages caused by these necessary chemicals during the storage, use and delivery process.
- C. At the OWNER'S request, the CONTRACTOR may provide any or all supplies including brooms, brushes, mops, disinfectants, soap, paper products, first-aid equipment and stock, and other expendable items needed for pool operation. The OWNER maintains sole responsibility for the payment of these items within a thirty (30) day period from when the bills are received.
- D. If the pool is losing water due to structural or mechanical problems, the OWNER agrees to complete or approve the necessary repairs proposed by the CONTRACTOR to fix the leak, otherwise the OWNER will be charged \$200 per week for the cost of the additional chemicals needed to balance the pool.

#### SECTION XII. SUPPLEMENTAL SERVICES

- A. If requested by the OWNER, the CONTRACTOR will obtain all health permits for the pool operation required by local or state regulatory bodies. The OWNER will be responsible for all such permit and any applicable processing fees.
- B. The CONTRACTOR will advise the OWNER of any needed swimming pool repair(s) or equipment. If requested by the OWNER and with written authorization, the CONTRACTOR will provide the equipment and/or complete the repairs, and the cost for such services is in addition to amounts stated in this agreement and is the sole responsibility of the OWNER. Unless otherwise stated, the OWNER is responsible to pay all the authorized repair(s) and equipment bills within (30) days from the date received, regardless of any claim and dispute in relation to this Contract. Delinquent payments are covered by SECTION XVIII (B) of this Contract.
- C. The CONTRACTOR will obtain authorization before providing any supplies or completing any repairs unless such supplies and/or repairs are required by the Health Department to keep the facility in compliance with state and local jurisdictional regulations, or such supplies and/or repairs are necessary for the pool to remain open and operate safely.
- D. The CONTRACTOR, if requested by the OWNER, will operate the pool beyond the contract dates, with two (2) weeks prior notice, at a prorated cost based on hourly
- E. Upon written request from the OWNER and with a minimum of forty-eight (48) hours notice, the CONTRACTOR, if available, will provide additional personnel for special functions which may occur during or outside the normal hours of operation. Fees will be quoted on an individual basis for such staff.
- F. The CONTRACTOR will complete the necessary paperwork to document any accidents that may occur at the facility during operation hours. Upon request, such documentation will be provided to both the OWNER and participating insurance companies.
- G. When appropriate personnel are available, the CONTRACTOR will conduct swimming lessons at the OWNER'S request and prior approval. Such lessons will be offered privately or in groups and will not interfere with regular pool operations. All lesson fees shall be collected and retained by the CONTRACTOR.
- H. The OWNER will provide the CONTRACTOR and the CONTRACTOR'S employees with adequate free parking.

#### SECTION XIII. EMERGENCY CLOSING OF THE POOL

- A. The OWNER and the CONTRACTOR reserve the right to close the pool in situations such as, but not limited to, inclement weather (rainfall, lightning, thunder and ambient temperature below 70 degrees Fahrenheit), breakdown of equipment, foreign objects present in swimming pool (fecal matter, vomit, glass, etc.), violation of local or state health codes, inadequate security for the protection of the lifeguards and patrons at the facility, or for any other condition or circumstance that, in the judgment of the CONTRACTOR, endangers the health or safety of the lifeguards or patrons at the facility. Whether the pool closure is caused by mechanical failure or inclement weather or by any other causes outside the CONTRACTOR'S control, there will be no change or adjustment in the compensation to the CONTRACTOR.
- B. If the pool is closed for a period of more than ten (10) consecutive days because of mechanical failure, the necessity of extensive repairs, or by order of any local or state regulatory body for any reason outside of the CONTRACTOR'S control and responsibility, the CONTRACTOR will refund the OWNER fifty percent (50%) of the hourly operating cost for each hour that the pool was scheduled to be open. The hourly operating cost is calculated by dividing the total contract price by the total number of hours that the pool is scheduled to open throughout the length of this agreement.
- C. The OWNER may terminate this agreement with or without cause provided written notice is delivered to the CONTRACTOR thirty (30) days prior to the premature Contract termination date. In the event this unlikely situation arises and because of the nature of the CONTRACTOR'S business and the costs associated with swimming pool management and repairs, the OWNER will be responsible for fifty percent (50%) of the hourly operating cost for each hour that the pool was scheduled to open. The hourly operating cost is calculated by dividing the total contract price by the total number of hours that the pool is scheduled to open throughout the length of this agreement.

#### SECTION XIV. POST-SEASON POOL CLOSING – OUTDOOR POOLS ONLY

The CONTRACTOR agrees to close the pool upon termination of the previously stated season and winterize the swimming pool facility by performing the following services:

A. Clean and store all pool furniture in designated storage area(s).

- B. Shut off fresh water supply, disconnect piping at fixtures as required, and drain all piping which can be drained. If fresh water shut off is not accessible, or is in an unsecured are, and if the pipes are below drain points, or behind walls and in ceilings which are not visible, then the CONTRACTOR will not be held responsible for any freeze damage.
- Add anti-freeze to toilet bowls and tanks, urinals and sink traps as required.
- D. Clean, remove and store, if applicable, all lifeguard chair(s), pool ladder(s), handrail(s), skimmer lid(s) and basket(s), diving board(s) and other equipment in designated storage area(s).
- E. Drain pool to approximately 12 inches below the tile line. The OWNER is responsible during off-season to keep water level below the tile line.
- F. Open or close all valves in equipment room as required for proper winter storage.
- G. Backwash and drain filter tank and filter piping.
- H. Clean tanks, plumbing, and equipment and straighten the equipment room.
- Store chlorinator(s), chemical feeder(s) and flow meter(s), as necessary, on premises.
- J. Store pool maintenance, testing equipment and supplies.
- K. If applicable, secure pool cover to existing deck anchor system. Any missing or damaged deck anchors or springs will be replaced and invoiced separately to the OWNER.
- Submit to the OWNER a detailed inspection report covering condition of the pool facility and the related equipment.
- M. Submit to the OWNER a list of recommended repairs for the following season.
- N. It is the OWNER'S responsibility to maintain/winterize any self-chilling water fountains or soda machines.
- At the OWNER'S request, additional services such as, but not limited to, providing winter algaecide and anti stain protection products, servicing pool motor(s), blowing
  out the water out of or draining skimmer lines and installing freeze proof devices may be completed. The cost for these additional services will be invoiced separately
  to the OWNER.
- P. Upon completion of winterization, the CONTRACTOR shall be relieved of any responsibility for freeze damage, damage to water meters or damage or loss of any equipment or supplies.

#### **SECTION XV. NECESSARY UTILITIES**

If applicable, the OWNER will provide and cover the cost of telephone service, water, electricity and gas for pool operation. The OWNER will provide pay telephone service and will be solely responsible for the payment of the previously mentioned services. If the OWNER elects to provide a non-coin operated telephone, the CONTRACTOR will not be responsible for any phone charges, including but not limited to, long distance calls, 900 service calls, and any other operator assisted calls. It is the OWNER'S responsibility to contact the phone company and disable such futures.

#### SECTION XVI. INSURANCE, LIABILITY AND EXCLUSIONS

- A. The CONTRACTOR will maintain General Liability Insurance coverage in the amount of at least \$1,000,000 and Excess/Umbrella Liability Insurance coverage in the amount of at least \$9,000,000 for a total of at least \$10,000,000. This insurance coverage will include liability to cover bodily injury and/or property damage directly due to the CONTRACTOR'S negligence, the CONTRACTOR'S agents or the CONTRACTOR'S employees, including loss of life which may be sustained by any patron or guest of the pool, within the enclosed area of the pool during normal hours of pool operation. The OWNER understands that except for situations directly involving the negligence of the CONTRACTOR, the CONTRACTOR'S agents, or the CONTRACTOR'S employees, the CONTRACTOR will not be held liable or responsible, in any way, to any person or firm as a result of the maintenance, operation, management or use of the pool due to faulty construction, defective workmanship, or other circumstances beyond the CONTRACTOR'S control, including but not limited to, the use of the facility in violation of this Agreement and the use of the facility by any individual while the facility is closed. The CONTRACTOR will not be responsible for any hydrostatic damage.
- B. The CONTRACTOR will provide Workers' Compensation insurance in accordance with state requirements.
- C. The CONTRACTOR will provide the OWNER with a certificate of insurance naming the OWNER as the insured. This certificate of insurance will be provided prior to the start of the period covered by this Contract.
- D. If the OWNER chooses to authorize the consumption of alcoholic beverages at or around the pool area, the OWNER agrees to and hereby indemnifies and holds the CONTRACTOR harmless for any action, claims, damages, accidents and incidents arising out of or resulting from such consumption and further agrees to pay the CONTRACTOR'S attorney fees and all other costs incurred defending such claims. Without written consent from the OWNER, the CONTRACTOR will strictly prohibit the consumption of alcoholic beverages at pool facility.

#### SECTION XVII. CONTRACT RATIFICATION AND EFFECTIVE DATE

- A. If the CONTRACTOR has executed and submitted this Contract to the OWNER as proposal or for approval by the OWNER and the OWNER delivers this Contract, fully executed, to the CONTRACTOR within thirty (30) days from the date shown next to the CONTRACTOR'S signature, this Contract will be fully effective and binding for both parties. If the OWNER fails to accept or deliver this Contract within thirty (30) days, but accepts this Contract at a later time, this Contract will be made void at the option of the CONTRACTOR. The CONTRACTOR may exercise his option to void the Contract by advising the OWNER via written notice within ten (10) days after the actual receipt of the OWNER'S delayed acceptance. Such written notice will void this Contract exempting both parties from any liability whatsoever. If the CONTRACTOR fails to exercise his option to void the Contract within the time set forth above, both parties will be fully bound by the Contract.
- B. This Contract will be effective when executed by both the CONTRACTOR and the OWNER as stipulated by conditions stated in the preceding paragraph.

#### SECTION XVIII. PAYMENT TO CONTRACTOR

- A. In the event that the local health department or the CONTRACTOR'S liability insurance provider, as a condition for insuring or continuing to provide such liability insurance, requires that the CONTRACTOR have more personnel on duty than the number described in Section II, the OWNER agrees to pay the CONTRACTOR all of the additional costs incurred by the employment of such extra personnel, lifeguards, pool operators, etc. and the OWNER further agrees that the total amount of compensation and the payment schedule described in Section IV will be amended accordingly.
- B. Invoices not paid within thirty (30) days from the date of the invoice will incur interest at the rate of 5% per month. In the event that this account is referred to an attorney for collection, the Owner agrees to pay those attorney's fees and costs incurred by the Contractor from the date of referral.
- C. The OWNER agrees and understands that the CONTRACTOR may terminate this Contract, upon five (5) days written notice, in the event that the OWNER fails to make any payment due to the CONTRACTOR in accordance with the provisions of this Contract.
- D. It is further agreed that the OWNER will pay any increases in payroll taxes or minimum wage costs which may be incurred by the CONTRACTOR after the signing of this Contract. If the minimum wage is increased after the signing of this Contract, the OWNER agrees to pay the CONTRACTOR the amount of the wage increase per hour.
- E. If after this Contract becomes effective the CONTRACTOR'S liability insurance rate increases, the parties agree that the OWNER will pay the additional cost.

#### SECTION XIX. ADDITIONAL CONDITIONS

This Contract embodies the entire understanding between the parties, and that there are no additional verbal agreements, representations or warranties made in connection herewith.



"Every Continental Pools employee will be treated with the same concern, respect and caring attitude within the organization that they are expected to share externally with every pool patron and customer."

#### CONTRACTOR

Continental Pools, LLC.

8520 Corridor Road, Ste B, Savage, MD 20763 301-498-1000

Contact:

Dean Roache

Phone: 301-498-1000

Fax:

Email: dean@continentalpools.com

#### **PERSONNEL**

man hour daily for opening and closing procedures.

On public school days, the pool will be open as scheduled.

#### **OWNER/AGENT**

#### Oak Creek

600 Bowieville Manor Lane Upper Marlboro, MD, 20774

#### Contact:

**Brandon Butler** 

Phone:

Fax:

Two guards will be scheduled at all times. Included 1/2

#### **ADDITIONAL**

Contract includes liquid chlorine and pH adjusters. Additional chemicals will be billed per the contract. Additional supplies require separate approval and billing

#### **OPERATING HOURS & DAYS**

The Contractor will operate the facility during the following dates and times inclusive:

Open Date: 5/24/2025 Closing Date: 9/1/2025

Monday

Tuesday 11:00 AM - 8:00 PM Wednesday 11:00 AM - 8:00 PM Thursday 11:00 AM - 8:00 PM Friday 11:00 AM - 8:00 PM 11:00 AM - 8:00 PM Saturday Sunday 11:00 AM - 8:00 PM

Holiday Hours: 11:00 AM - 8:00 PM

#### PRICES & PAYMENT DATES

The owner will pay the contractor the monthly payment on or before the first of the month.

CONTRACT: \$54,150.00

\$0.00 January 1, 2025 February 1, 2025 \$0.00 March 1, 2025 \$9.024.00 April 1, 2025 \$9,024.00 May 1, 2025 \$9,024.00 June 1, 2025 \$9,024.00 July 1, 2025 \$9,024.00 August 1, 2025 \$9.030.00 September 1, 2025 \$0.00 October 1, 2025 \$0.00 November 1, 2025 \$0.00 December 1, 2025 \$0.00

In consideration of the compensation outlined in the Specifications page (page 1), Continental Pools (CP) will provide the following services, as described in this agreement at the Owner's swimming facility. This agreement will refer to the Specifications page, which includes the personnel, operating hours and days, price and payment schedule. Additional services and inclusions noted on the Specifications page supersede the standard language in this contract body.

#### PRE-OPENING OWNER PROCEDURES

CP will prepare the swimming pool for opening by completing the following services:

- A. Start pool filling; the Owner is responsible for shut off unless otherwise agreed upon in writing.
- B, Install existing diving boards, ladders, and equipment that were removed for winterization.
- C. Start up and maintain systems.
- D. CP will schedule and be present for Health Department Inspection, as required, for opening.
- E. Water-testing services, where required by local jurisdictions, will be scheduled and billed, as required. Owner is responsible for payment for any testing or permitting services provided.
- F. All local and operational permits are the responsibility of the Owner. Payment for any permits, water-testing, or other permitting services will be the responsibility of the Owner. Owner responsible for payment of the permit fee and processing fee upon billing.
- G. Drain the pool(s), if needed, and clean as necessary at no additional cost.
- H. Remove pool cover(s) and store at Owner's facility if cover is present.
- Reassemble pool filtration system by installing plugs, flowmeters and/or gauges, which were removed for winterization, and have been provided by
  Owner
- J. Organize existing furniture on pool deck, Unpacking new furniture purchased from others will be Owner's responsibility.
- K. Have pool in operational condition before opening date or pre-opening health inspection, under the condition that CP is granted unconditional access before April 20th, and Owner repairs are complete by May 1st.
- L. Reassemble existing bathhouse plumbing if applicable and advise Owner of any repairs needed.
- M. Prepare bathhouse and guard office for opening. This cleaning will be basic. Any detailed cleaning will be the responsibility of the Owner or Owner's cleaning vendor.

#### PRE-OPENING OWNER DUTIES

The Owner will be responsible for completing the following by April 1st unless otherwise noted, and the pool must be available to be drained and cleaned before May 1<sup>st</sup>. If Owner related items are not completed, additional charges for cleaning crew mobilization will apply, and delays will occur. In the event of Owner related delays, CP reserves the right to conduct the pre-opening inspection after Memorial Day Weekend.

- A. Provide all necessary utilities such as water, gas, and electricity. Payment for all utilities shall be the sole responsibility of the Owner.
- B. Provide CP with a copy of any Health Department violation/compliance letters with the signed contract.
- C. Prepare facility for use:
  - 1. Ensure all fencing prevents unauthorized entry into pool area, and repair if necessary.
  - 2. Complete all building repairs such as broken windows or doors, toilet partitions, damaged tile, and/or drywall.
  - 3. Provide cleaning equipment (e.g., brooms, mops, garden hoses).
  - 4. Provide disposable cleaning supplies (e.g., trash bags, toilet paper, paper towels, soap).
  - 5. Complete any needed plumbing repairs. Hot water heaters must be made operational in order to pass inspection.
  - 6. Inspect electrical systems and repair as required. Supply and install light bulbs.
  - 7. Provide working locks on all doors, gates and windows and provide CP with four (4) sets of keys at contract signing. If CP provides the required keys the charges will be billed to Owner. CP will not be responsible for theft, vandalism or missing equipment before, during, or after the pool season.
- D. Provide a hard-wired telephone and activate phone service. The phone must be able to send and receive phone calls to and from CP's offices. Payment for the telephone shall be the responsibility of the Owner. CP will not be responsible for any phone charges, including but not limited to, operator assisted calls, 900 number calls, 10-10 long distance service, \*69, \*67 and/or 411 calls. Please have the phone company block all of these services. Cell phones will not be accepted unless written approval is authorized through CP and all local authorities and government agencies.
- E. Arrange for and be present at any required plumbing or electrical inspections.
- F. Provide CP employees with free parking at all times.
- G. Provide all members with a pool pass including the age of residents on the pass. The Owner's application form for a pool pass must indicate that the parents or supervising adults are responsible for watching their children at all times.

- H. Provide CP with a copy of the pool rules and a list of all contact names with phone numbers, addresses, fax numbers and e-mail addresses.
- I. Owner shall be responsible for payment of any reinspection fees due to failure of Pre-Opening Health Inspection for Owner-related deficiencies. If Owner repairs are not completed by May 15, CP cannot guarantee that the pool will be open on Memorial Day Weekend. There will be no pre-opening inspections scheduled the week before Memorial Day Weekend. This week is reserved for pool staff orientation. If your pool does not open, the pre-opening Health Department inspection schedule will resume the following week, dependent upon the local Health Department's schedule.
- J. Provide, or contract with CP to provide, the following rescue/pool operation equipment in good working condition:
  - 1. Backboard with head immobilizer and 3 quick connect straps.
  - 2. Hazardous materials handling package (e.g., gloves, goggles, apron.)
  - 3. Flowmeter or other rate of flow indicator.
  - 4. Pool rules and safety signage.
  - 5. Approved sanitizing equipment, in proper working condition, per State Health Code.
  - 6. Fully stocked first aid kit.
  - 7. Rescue tube (one per guard on duty.)
  - 8. Chemical test kit.

#### CHEMICALS AND SUPPLIES

- A. CP will order, deliver, and install all chemicals necessary to maintain water chemistry. Payment for chlorine and pH adjusters will be the responsibility of CP, unless the pool leaks, at which time Owner agrees to pay for additional acid and chlorine. Bromine and calcium hypochlorite (shock) is excluded from this list and will be billed incrementally as necessary.
- B. Owner agrees to be responsible for, and pay upon billing, any additional chemicals needed to maintain water chemistry including, but not limited to, bromine, granular chlorine (calcium hypochlorite), test reagents, sodium bicarbonate, calcium chloride, cyanuric acid, algaecide, and/or any additional chemicals supplied and chemicals needed specifically for AccuTab Feeders.
- C. If the swimming pool leaks, the Owner will be responsible for payment for additional chemicals as needed.
- D. CP will obtain authorization before providing supplies and completing repairs unless:
  - 1. Supplies/Repairs are required by the Health Department to keep the facility in compliance with state and local jurisdictional regulations.
  - Supplies/Repairs are necessary for the pool to remain open and operate safely.
- E. The contract price for the proposed Scope of Work has been calculated based on current prices for all necessary chemicals, fuel, materials, and labor; however, the current market is volatile and sudden price increases may occur. Company agrees to use best efforts to obtain the lowest prices for materials, chemicals, fuel. from available suppliers, but if a sudden increases in costs occur after the execution of this proposal, Owner agrees to pay the increased cost. Any claim by CP for payment related to a price increase shall require written notice from CP to the Owner setting forth the increased cost, the material(s) in guestion, and the source of the supply.
- F. If CP is contracted to provide cleaning supplies, standard generic supplies shall be provided. Cleaning supplies are:
  - 1. Floor cleaner
  - 2. Powdered cleaner
  - 3. Scouring pads
  - 4. Sponges
- G. If CP is contracted to provide bathhouse supplies, standard generic supplies shall be provided. Boxed soap is not included as a standard generic item. Bathhouse supplies are:
  - 1. Toilet paper
  - 2. Paper towels
  - 3. Trash bags
  - 4. Refillable soap
- H. Three doses of algaecide (Spring, Summer, and Fall) will be added and billed throughout the season.
- Water balancing chemicals will be added in the Spring and adjusted frequently throughout the season. This service shall be billed in June and July.
- J. Test reagents will be billed at a rate of \$300 per body of water. Billing will occur in June.

#### MAINTENANCE OF THE POOL

- A. All lifeguards will have Lifeguard Training Certificates as required by the National Safety Council, Ellis and Associates, American Red Cross, or equivalent, and the supervisory personnel will, in addition, be certified pool operators. We hire our staff with strict adherence to employment discrimination law. In addition, we do not discriminate against non-native born persons.
- B. CP will schedule the hours and the days of work of said employees. Please refer to the Specifications page (page 1) of your agreement for information regarding daily cleaning hours outside of daily operation. Managers and guards can be scheduled to arrive earlier or remain later for an additional charge.
- C. All CP employees will be required to wear uniforms readily identifying them as employees.
- D. Senior management personnel, safety coaches, technicians and mechanics are readily available to respond as needed, but will also be conducting team support at your facility.
- E. All personnel employed by CP for work under this agreement will be employed solely by CP and will be employees of CP. CP will be responsible for paying these employees and will pay all Social Security, Workman's Compensation and other taxes incident to the work of said employees.
- F. CP Policies and Procedures shall be incorporated into the daily operations of the swimming facility, however, Facility rules may supersede. CP safety signage will be posted at all facilities with Owner's permission.
- G. CP reserves the right to limit or deny access to patrons under the age of 12 unaccompanied by an adult 18 years of age or older.
- H. It is the Owner's responsibility to ensure that the pool enclosure, gates, doors, and all perimeter fencing are in working condition, intact, and secure at all times.
- I. CP will not be responsible for Owner's furniture and equipment (e.g., chairs, tables, light fixtures, umbrellas, planters) or damages resulting from use, misuse, storage, or placement. CP will not be responsible for damages or injuries due to wind or any other weather phenomena.
- J. If the pool is deemed "private" by local Health Department code enforcement, CP shall use best practices and industry guidelines when determining courses of action.
- L. During the season, pool staff will lifeguard the pool, check and clean the facilities, and maintain the pool systems. CP will be responsible for the following:
  - 1. Maintaining water chemistry and the proper operation of the filtration systems.
  - 2. Vacuuming the pool and general cleaning of the enclosed pool area.
  - 3. Cleaning bathhouses, guard office, and filter room (where applicable).
- M. At facilities where one lifeguard is on duty, a 15 minute break will occur each hour to accommodate daily operations (e.g., inspection of the bathrooms, testing water, pump room), and to allow the lifeguard time to take a break so that they are attentive when lifeguarding. All patrons will be required to exit the pool while the lifeguard is not in the lifeguard stand actively guarding.
- N. The primary responsibility of the lifeguard staff during the hours of operation is to respond to any situation which may arise and render assistance. CP and its employees will not be held responsible or guarantee the safety of any individual, and shall not be encumbered to do so by this agreement. Owner acknowledges that injuries, illness, and death occur at swimming pools, and CP is responsible only for emergency management, and not liable or responsible except in the event of our gross negligence. This contract DOES NOT guarantee accident prevention.
- O. CP will not be responsible for gate control/checking pool passes, hot tub, or wading pool safety unless this position has been designated and staffed as a guarded position and is accounted for in the staffing requirements listed on this Agreement.

#### IN-SEASON CLOSURES

CP or the Owner may close the pool due to violation of state and local jurisdiction regulations, inclement weather, breakdown of equipment, an emergency situation, and safety concerns, or by other causes outside of our control. If the pool is closed for more than ten (10) consecutive days, and Owner submits a request in writing, CP will credit all labor costs for pool staff from the tenth day until the pool re-opens, calculated at local minimum wage rate per unused man-hour.

- A. Inclement weather is defined as follows:
  - 1. Rainfall or forecasted prolonged rainfall.
  - 2. Lightning and Thunder upon sighting of lightning or sound of thunder, the facility will be closed immediately and all patrons must exit. The facility will remain closed for a minimum of thirty (30) minutes after the last event.

- 3. Forecasted or actual ambient air temperatures less than sixty-eight (68) degrees.
- B. If the pool has not opened by 4:00 PM due to inclement weather, the facility will remain closed, regardless of weather conditions, until the next scheduled day of operation. In the event of inclement weather that arrives after 6:00 PM, the pool shall be closed for the remainder of the evening.
- C. Should there be vomit, human feces, animal feces, or deceased animals introduced into the pool water, the pool will be closed for maintenance and super-chlorination (see CP Policies and Procedures). In certain cases, the pool will be closed for the remainder of the day.
- D. If the pool is scheduled to be closed on, immediately prior to, or during a Federal holiday, it shall remain open. It will be closed for the appropriate number of days starting the day after the holiday is observed. CP retains discretion as it pertains to the adjusted schedule.
- E. Failure to comply with any Health Department regulations, including the Virginia Graeme Baker Act, will result in immediate closure until any and all violations are corrected.

#### ADDITIONAL HOURS

- A. Owner agrees to inform CP of any activities that will result in increased patron usage at the pool during operating or non-operating hours at least two weeks in advance of the date. The Owner shall be responsible for payment to CP for any lifeguards and/or insurance during such activities, if scheduled through CP. If Owner does not make CP aware of an event during contracted hours that requires additional staff coverage, Owner shall still be responsible for payment of additional staff at a rate of \$30 per man-hour.
- A. The Owner shall assume sole liability for any function held at the pool where alcohol is allowed, whether the function is held during contracted pool hours or not. Owner agrees to and does hereby indemnify CP and save it harmless and shall defend it from, and against, any and all claims arising from maintenance, operation or use by the Owner and/or its agents, servants, employees, invitees, licensees, contractors or trespassers outside of the normal hours and circumstances of operation. Owner will manage and approve all activities and functions outside of contracted hours.
- C. CP, if requested in writing by the Owner, at least two weeks in advance, will supply additional personnel at a fee of \$47.00 per man-hour per lifeguard for pool parties and events above, outside, and beyond the normal contracted operating hours. These events will be billed a \$25.00 processing fee, in addition to the hourly charge for the staff. Owner also agrees to be responsible for proper gate control and to limit patrons to a 15: 1 ratio of patrons to lifeguard. The minimum number of lifeguards cannot be less than normally required during daily operations.

#### WINTERIZATION

CP will perform the following services necessary to close and winterize the pool:

- A. Drain all pumps, filters, and recirculating lines that require draining and can be drained.
- B. Open all valves in pump room that are designed to be opened.
- C. Drain pool to appropriate level. (Generally 12 to 18 inches below tile line.)
- D. Store cleaning tools, safety equipment, and supplies on site.
- E. Store if applicable, diving boards, ladders, guard chairs and lounge furniture on site.
- F. CP will not be responsible for any equipment stored at pool after winterization.
- G. Inspect facility and provide to Owner a written report of necessary maintenance and repairs needed for the following season, in some cases this will occur before the end of the season.
- H. Secure pool cover (if applicable). Deck anchors and cover springs may require replacement for covers to be properly secured. Owner is responsible for payment for replacement anchors and cover springs.
- CP will not be responsible for freeze damage. CP recommends that the Owner, at his sole expense, hire a certified plumbing contractor to inspect all plumbing lines and fixtures, and to remove and store all self-chilling water fountains.
- J. It is the Owner's responsibility to ensure that the pool enclosure, gates, doors, and all perimeter fencing are intact and secure at all times.

- K. Shut off fresh water supply and remove plugs to drain all piping and fixtures that can be drained.
- L. Fill all bathhouse fixtures with anti-freeze and drain drinking fountains.

#### INSURANCE

- A. CP will maintain Comprehensive General Liability Insurance to insure against accidents and injuries related to the services provided by CP, including loss of life that may be sustained by any patron or guest of the pool, within the fenced area of the pool, during pool hours.
- B. It is expressly agreed and understood that CP will not be liable or responsible to any person for any loss, injury and/or damage sustained by said person as a result of the use of the pool or its facilities, save and excepting that caused by the gross negligence of CP or its employees. CP is also exempt from liability due to mechanical failure of equipment, damage to the pool due to faulty construction, damage to buildings or equipment due to lack of adequate drainage, defective workmanship or hydrostatic conditions.
- C. CP currently maintains Comprehensive General Liability, covering the legal liability for bodily injuries and property damages, for a combined limit of Two Million Dollars (\$2,000,000) per occurrence, with excess liability coverage and covering at least the following hazards; (a) Contractor's Premises and Operations; (b) Contractor's Protective for its legal liability in connection with sub-contractor's operations; and (c) Contractual. In the event the Contractors coverage falls below Ten Million Dollars (\$10,000,000) combined liability and excess. Owner will be notified.
- D. If there is a lack of available insurance coverage or our policy limits change to less than \$10 Million dollars in coverage, then this agreement can be renegotiated at the request of the Owner.
- E. OWNER will maintain general liability insurance policy of at least Five Million Dollars (\$5,000,000) evidencing property damage, bodily injury, products & completed operations, contractual liability and personal injury coverage for the subject premises, including the pool area OWNER will provide to Contractor a certificate of insurance evidencing the coverage naming Contractor as additional insured. OWNER expressly waives all rights of subrogation against CP for damages caused by perils to the extent covered by insurance obtained or required to be obtained pursuant to this Agreement, or any insurance coverage applicable to the premises which is the subject of this Agreement. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged.

#### LEGAL INFORMATION

- A. **SUSPENSION OF SERVICE:** CP may suspend service temporarily or terminate this agreement with written notice in the event of noncompliance by Owner or in the event payment is not received as outlined in the Specifications. Accounts not paid within thirty (30) days shall be subject to an additional charge of interest at 1½% per month plus any reasonable attorney's fees.
- B. **LIQUIDATED DAMAGES:** In the event of termination of service by CP under the terms of this agreement for nonpayment of any sums due hereunder by Owner, it is expressly agreed and understood that CP shall be entitled to retain all sums of money previously received from Owner, and shall be entitled to collect all sums of money due including reasonable attorney's fees under the terms of the contract. The charges for any chemicals, supplies or labor that are outstanding are also due at the time of termination.
- C. **TIME CLAUSE:** CP has the option to void this agreement if it is not signed and returned by the Owner within thirty (30) days of the date on the Specifications page (Page 1).
- D. MISCELLANEOUS:
  - 1. This agreement is valid only if accompanied by the signed Specifications Page (Page 1).
  - The payment schedule on the Specifications Page (Page 1) is included for accounting purposes and does not necessarily relate to services provided during that specific time period. Payment in full of the total amount due is expected regardless of this schedule
  - 3. If paying by credit card for an invoice, a 3.1% convenience fee will be charged at the time of processing the credit card payment.
  - 4. Invoices are sent thirty (30) days prior to the expected due date. Payment is due on the scheduled date, not after. Any payments received after that date will be considered late and subject to finance charges. Failure to pay or respond to requests for payment can result in suspension of service or termination of this agreement.
  - 5. If Owner requires CP to register with a company in order to receive payment for their services (e.g., Compliance Depot, RMIS), Owner will reimburse CP for the cost of the fee plus a \$125 processing fee.
  - Owner agrees not to hire or contract with CP's current or past employees to work at, service, or be connected in any way with the pool for a period of two years from the date that the contract terminates. If Owner does not comply with this

- provision, Owner agrees to pay CP a placement fee equal to 30% of the total contract price as specified on the Specifications Page (Page 1).
- 7. CP may use pool facility for lifeguard training with prior permission from the Owner. In-service training of staff shall occur at random throughout the season at Owner's facility, without prior approval.
- 8. This Agreement shall be governed and construed in accordance with the laws of the State in which the Owner's pool is located.
- 9. Either party may terminate this agreement without cause by providing thirty (30) days written notice to the other party. In the event of early termination by Owner, Owner is responsible for all outstanding invoices and payment for any services rendered up until the last date of service.
- 10. Owner hereby agrees to contract with CP as a management contractor and consultant to manage and operate the pool site during the term of this Agreement. If Owner is not the actual Owner of the pool site, but acting as the agent of the Owner or property, the party executing this Agreement (and other agreements throughout the term for additional services, parts or repairs) on behalf of Owner warrants and represents that they are acting within the scope of their authority on behalf of the Owner in entering into this Agreement. The parties acknowledge that they each have the legal capacity and authority to enter into this Agreement. This Agreement is a valid and legally binding obligation of Owner through its agent, and is fully enforceable against them with its terms.
- 11. In the event that Owner changes management companies during the course of this agreement, CP shall not be encumbered to sign a new agreement with the new management company. The original agreement as accepted by both parties shall prevail, and all monies previously agreed to be owed to CP for services rendered and to be rendered will still be owed to CP.
- 12. It is agreed and understood that the Owner will pay all repair bills and invoices submitted to Owner within thirty (30) days of presentment, for services or supplies outside of this agreement. It is agreed that this covenant is an independent covenant of this contract.
- 13. During routine evaluations of the facility, safety auditors and/or CP's senior management staff may determine that there is a need for additional staff coverage or other safety provisions. In this event, CP will advise the Owner of the amount of additional coverage needed and/or the associated expense. If the additional coverage is not approved, CP may limit the number of patrons, restrict usage in certain areas of the pool, and/or terminate this agreement immediately without 30 days notice.
- 14. If the Federal, State, or local minimum wage, unemployment insurance, or any other labor associated fee is increased after the pricing of this agreement, the contract price will be increased by the exact amount of the wage increase per hour (i.e., increase x hours worked by each employee) plus 20% for payroll taxes and worker's compensation insurance.
- 15. CP will not be held responsible for any damages to furniture and equipment, or any damages resulting from use, misuse, storage, placement, wind, or any other weather related phenomena.
- 16. If Owner has provided CP documents as addendums to this agreement, should any term or provision of one document conflict with a term or provision of the other, the terms or provisions contained in the CP contract shall control.
- 17. In the event that Owner shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, CP reserves the right to terminate this agreement immediately.
- 18. Owner hereby agrees that CP is utilizing Owner's property and equipment and CP will not be held liable for damages or injuries caused due to Owner's property.
- Owner agrees that if this contract is incorporated by reference into any other agreement (e.g., exhibit, addendum, scope of work, amendment), in the event of conflict, this document shall control, even if unexecuted.
- 20. CP is not responsible or liable to any person or entity for any sickness, illness, or disease including Covid-19 related claims. Owner shall indemnify and defend CP for any claims of this nature.
- 21. OWNER agrees to and does hereby indemnify CP and save it harmless and shall defend it and any and all other persons, firms, and corporations, both known and unknown of and from any and all past, present and future actions, causes of actions, suits, judgments, claims, demands, damages, costs, loss of services, expenses, and all consequential damage, in law or in equity, known and unknown, foreseen and unforeseen, past, present, and future, for which it now has or may hereafter arising from or out of maintenance, operation, repairs or use by the OWNER and/or its agents, servants, employees, invitees, licensees, contractors, guests, residents, patrons and/or trespassers or any breach of the Agreement.

#### E. DEFAULT:

 In the event that the Owner considers CP to have breached any provision of this agreement or failed to perform or unsatisfactorily performed any obligation under this agreement, the Owner shall have the right to terminate the services provided; (1) a written complaint is made promptly to CP stating the precise nature of the deficiencies in performance and/or quality of service; (2) CP has not corrected the deficiencies within (10) days from the date written notification is received;

- and (3) Owner has complied in all material respects with its obligations under this agreement. Unless Owner complies with agreement, Owner shall not be entitled to set off, reduce or offset or claim consequential damages or any other deduction whatsoever, for nonperformance of this agreement.
- 2. Owner acknowledges that the swimming pool industry in the region where the pool is located is heavily dependent upon the international exchange program to provide labor. This program is wholly managed by the US Department of State, and the availability of staff is dependent upon the current political climate and the decisions of the State department. CP has no control over these decisions, and the effect that they may have on the ability to adequately staff your facility. A failure to accommodate staffing requirements as contracted will not be considered a breach of contract. CP will make every effort to staff your pool with all the resources at its disposal. In the event that we cannot, and Owner wishes to terminate this agreement for that reason, then termination may occur at any mutually agreed upon time after receiving notification that they wish to do so. Owner will still be responsible for payment for all services performed through the date of termination.
- F. **BINDING EFFECT:** The terms and provisions of this agreement shall be binding on the Owner, its successors and/or heirs and to the benefit of CP and its successors and assigns. Owner shall not have the right to assign, pledge or encumber in any way any part of its interest in this agreement without prior written consent of CP.
- G. **ENTIRE AGREEMENT:** This contract embodies the entire understanding between the parties, and there are no other agreements, representations or warranties in connection therewith. In witness whereof, the parties hereto have signed this contract by their duly authorized representative and/or agents who represent that they have the express authority to enter this agreement on behalf of each party. This contract is considered executed only if accompanied by the signed general specifications page.

|   | OWNER agrees to terms page 1 to 8             |
|---|---|
|   | Owner or Authorized Agent for Owner Name      |
| Authorized Agent for Continental Pools, LLC | Owner or Authorized Agent for Owner Signature |
| Sign Date                                   | Sign Date                                     |



#### 2025 Pool Management Specifications

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

#### **GENERAL SPECIFICATIONS**

Splash Pools LLC (CONTRACTOR) agrees to manage the <u>Oak Creek Club</u> swimming facility (OWNER), located at <u>14505 Marv</u> <u>Bowie Parkway. Upper Marlboro. MD 20774</u>, in accordance with the following specifications:

#### A. DATES OF OPERATION

Pool Opening: Saturday, May 24th, 2025 Pool Closing: Monday, September 1st, 2025

#### B. POOL HOURS OF OPERATION

| Open  | Monday | Tuesday  | Wednesday | Thursday | Friday   | Saturday | Sunday   | Holiday  |
|-------|--------|----------|-----------|----------|----------|----------|----------|----------|
|       | CLOSED | 11:00 AM | 11:00 AM  | 11:00 AM | 11:00 AM | 11:00 AM | 11:00 AM | 11:00 AM |
| Close | CLOSED | 08:00 PM | 08:00 PM  | 08:00 PM | 08:00 PM | 08:00 PM | 08:00 PM | 08:00 PM |

#### C. PERSONNEL

Number of lifeguards: 2 Total staffing hours: 1629

#### D. COMPENSATION

Compensation by OWNER to CONTRACTOR for 2025 Contract: \$48,444.00

#### E. PAYMENT SCHEDULE

| Due upon signing    | \$8,444.00 | On the 1st of June   | \$8,000.00 |
|---------------------|------------|----------------------|------------|
| On the 1st of April | \$8,000.00 | On the 1st of July   | \$8,000.00 |
| On the 1st of May   | \$8,000.00 | On the 1st of August | \$8,000.00 |

#### Pool Management services are inclusive of but not limited to:

- o Spring Opening and Pre-Opening Inspection
- o Estimate for any necessary repairs
- o Random facility safety inspections
- o Lifeguard staffing
- o Weekly supervisor walkthrough

- o Client Hotline
- o Health Department Inspection\*\*
- o Liability insurance coverage
- o Chlorine and pH balancing chemicals
  - o End of season Winterization

#### F. NOTES

Two (2) lifeguards on duty at all times. \*\*OWNER agrees to cover costs incurred for all and any necessary permits required by the Maryland Department of Health. Safety inspections and pool evaluations to be conducted by designated Splash supervisory staff on a weekly basis. If the swimming facility is equipped with an erosion chlorinator, a one-time fee of \$1,000 will be incurred.

#### **AGREEMENT**

By signing the 2025 Pool Management Specification, OWNER agrees to the terms and conditions outlined above. These Specifications are confidential and protected by copyright laws. Any disclosure of the contents of these Specifications to persons not directly involved in the administration of these Specifications is strictly prohibited.

| OWNER:               | Splash Pools LLC:    |
|----------------------|----------------------|
| Print Name and Title | Print Name and Title |
| Signature and Date   | Signature and Date   |

## **Pool Furniture Replacement**

# Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Brandon Butler, CMCA® - Assistant General Manager

Date: Monday, April 1, 2025

Re: Estimates for Pool Furniture Replacement

**Suggested Motion:** "I move to approve the Estimate from **Hadsell Sun & Shade's proposal** in the amount of \$\$39,988.97 (including shipping & handling) for the replacement of the current pool furniture, to be expensed **from Capital Expenditures line-item Pool Furniture**."

Discussion: Please see all Attached Proposals and Detailed Summary

Summary: Three vendors—Pool Furniture Supply (PFS), Hadsell Sun & Shade, and Superior Seating—submitted proposals for outdoor pool furniture replacement, each offering different materials, warranties, and pricing. While refurbishing may seem cost-effective, aging frames degrade due to corrosion and UV exposure, making repairs impractical and costly. New furniture ensures durability, updated warranties, and a cohesive, modern look, making it the better long-term investment for Oak Creek Club.

Hadsell and PFS use powder-coated aluminum frames for superior durability and minimal maintenance, while Superior Seating incorporates resin, synthetic teak, and wicker, which are more prone to fading and wear. Hadsell's proposal, the highest at \$39,988.97, includes 15-year frame warranties and durable slatted aluminum tables. PFS, at \$32,946.92, offers comparable frames but includes fiberglass tables, which retain heat and require more upkeep. Superior Seating, the lowest bid at \$28,805.96, provides cushioned loungers and synthetic teak tables but has only a one-year warranty, limiting long-term value.

For delivery and assembly, Hadsell ships the fastest and requires minimal assembly, while Superior Seating offers quick-ship options. PFS does not guarantee delivery dates and requires customer handling for offloading and setup.

Hadsell provides the best long-term investment with durable, low-maintenance materials and extended warranties. PFS is a cost-effective alternative but includes less durable tables. Superior

Seating, while budget-friendly, has materials with a shorter lifespan and higher long-term costs. Comparison Matrix Below.

| Category    | Pool Furniture Supply   | Hadsell   | Superior Seating  |
|-------------|---|---|---|
| Total Cost  | \$32,946.92 (including shipping & handling)   | \$39,988.97<br>(including shipping<br>& handling)                                     | <b>\$28,805.96</b> (includes<br>\$776.35 discount,<br>freight: \$1,600, taxes:<br>\$1,539.96)   |
| Materials   | Powder-coated aluminum frames, UV-resistant vinyl slings. Fiberglass top dining tables. | Powder-coated aluminum frames, UV-resistant vinyl slings, marine-grade polymer tables | Resin, aluminum,<br>synthetic teak, and<br>wicker   |
| Durability  | Rust-resistant, UV & chlorine resistant   | Heavy-duty, UV & saltwater resistant  | Weather-resistant,<br>quick-ship wicker,<br>synthetic teak                                      |
| Warranty    | Manufacturer's Warranty<br>(unspecified); Written<br>Warranties offered.                | 15 years on frames;<br>5 years on<br>Umbrellas  | 1 Year (does not cover misuse, accidents, or unauthorized modifications)                        |
| Maintenance | Low maintenance, wipe<br>clean with mild soap and<br>water                              | Easy to clean,<br>resistant to fading<br>and mildew                                   | Minimal upkeep needed, synthetic teak is durable but may require maintenance after a few years. |
| Comfort     | Contoured design for ergonomic support  | Wider frames for extra comfort  | Cushioned loungers & sectionals for added comfort   |

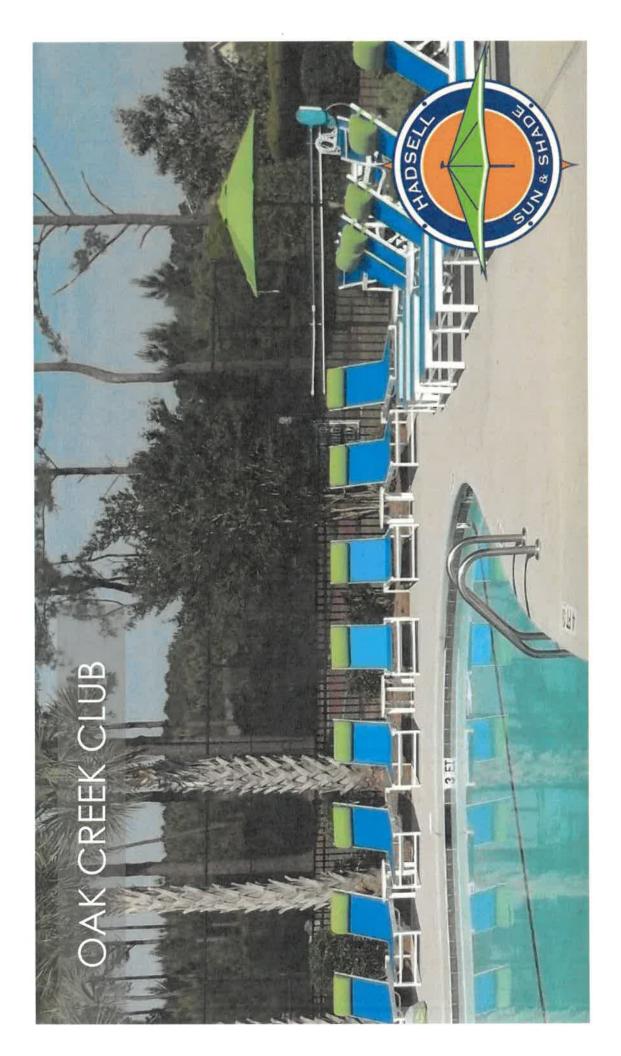
| Category                 | Pool Furniture Supply   | Hadsell   | Superior Seating  |
|--------------------------|---|---|---|
| Customization<br>Options | Various frame and strap<br>colors available   | Multiple color options for chairs and tables                | Silver/black frame & teak finish, bream & ivory cushions                        |
| Delivery<br>Timeline     | Not Specified - Shipments<br>are Scheduled ASAP – all<br>efforts will be made to<br>expedite, but no arrival<br>dates are guaranteed. | 2 Business days or<br>less (product<br>depending)           | 3 to 9 business days,<br>however Quick<br>Shipping available for<br>some pieces |
| Assembly<br>Required     | Comes fully assembled   | Some assembly required for tables                           | Likely minimal for sectionals; additional details not specified                 |
| Vendor<br>Reputation     | Serves HOAs, country clubs, and resorts   | Established<br>supplier for HOAs<br>and commercial<br>pools | Supplier of various<br>outdoor furniture<br>brands                              |

**Committee Recommendation:** The committee recommends that the Board approves Hadsell Sun & Shade with colors to include shades of blue with aluminum. Seating options to include chaise loungers with cabanas as budget allows.

Management Recommendation: CAMP Staff recommend the Board move forward with approving Hadsell Sun & Shade's proposal due to the best balance of quality, longevity, and maintenance efficiency. Their use of high-quality materials, extended warranties, and strong reputation in commercial pool furniture make them the most cost-effective long-term investment for the community. Hadsell is the best option for the best balance of quality, longevity, and maintenance efficiency.

Action Needed: Board to review and approve Pool Furniture vendor.

As of 3/31/2024 there was approximately \$48,650.00 remaining in Capital Expenditures GL Pool Furniture.



# Oak Creek Club

## Background

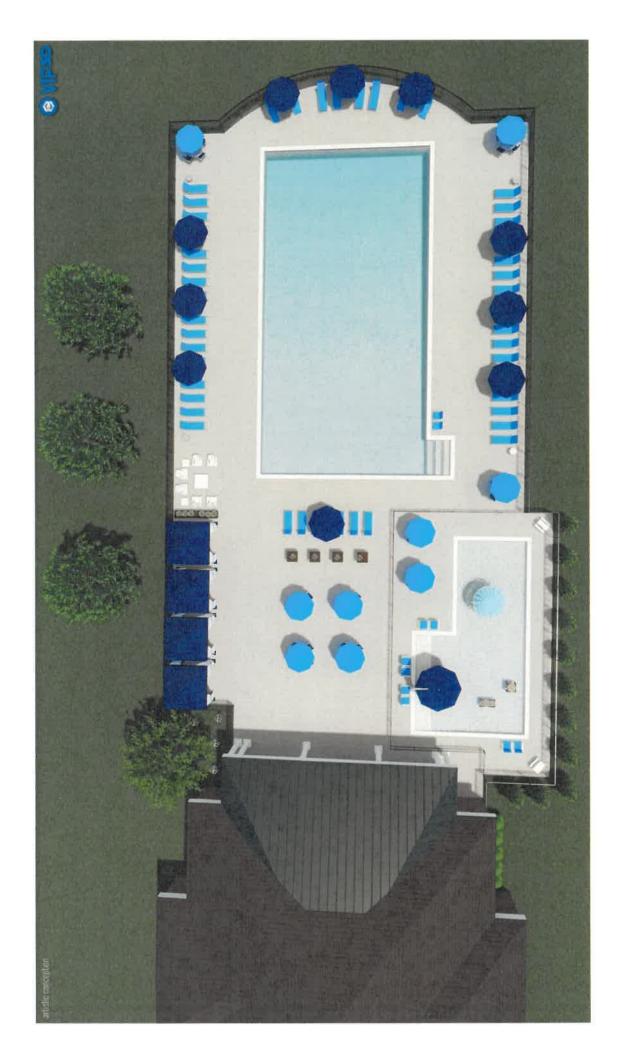
warranties expiring on the frames, there is the added expense of having to be re-paint (powder coated) the frames so it jives with new slings....or your investment for a re-fresh look falls flat. Re-furbishers will typically tell you otherwise. expensive to re-furbish, the serious consideration is whether or not you can expect another 10 years without issues on frames with almost 10 seasons of use on them. Aside from I met with Tamika and other representatives from the community early last fall to discuss the options of re-setting with new pool furniture vs refurbishment. Although it is less

projects for furnishings especially with tough winters so I suspected that was the status. Brandon's contact with me was perfect timing. I provided him with a quick profile to gel sent a few emails out late fall through January but had not heard back from Tamika. I was honestly unaware that she departed Oak Creek. Many communities will put off him up to speed with us. Hadsell Sun & Shade provided the original layout design and re-set of your original furnishings and shade 9 years ago when we introduced sling fabrics. As everyone knows, the bright orange slings the community chose fell prey to the sun and faded. Going forward, I would strongly recommend the use of colors not susceptible to early fading. Slings have improved dramatically over the last 5 years and very few are susceptible to fading. Over the past few years we provided a few design options for shade structures (as shown in the following slides) In our latest submission last fall, we included cabanas as and option (in addition to a large structure). For the time being I have not addressed the shade option pricing but I wanted to make sure everyone was aware of past submissions.

I am including proposals consistent with Brandon's request but also providing alternative seating options as presented in our updated 3D presentation. These are presented as alternative line items in a separate proposal and consistent in numbers with our 3D perspectives.

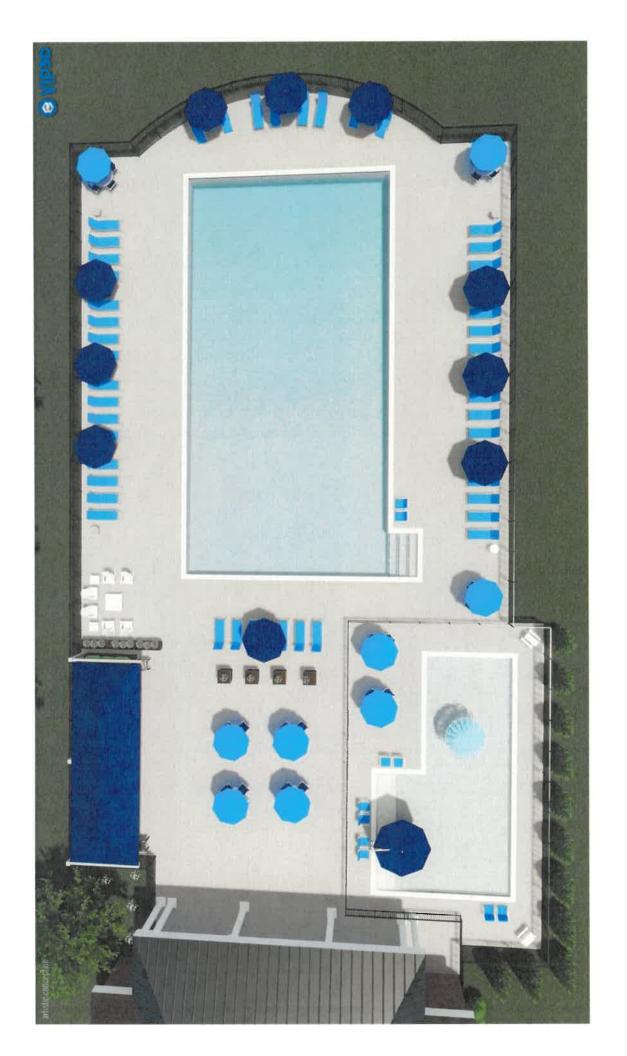
Also, please **NOTE** the following improvements in tables and seating options that have developed since your last re-set:

- Round or square and rectangular tables in various sizes are available. Separate umbrella bases are no longer necessary and because of the center shaft, there are no legs in the All dining or bar tables have a central shaft that receives the umbrella. Since the umbrella disappears into the table and the welded base provides the stability for the umbrella.
- The tea tables are split into convenience tables and combination tea table/free standing bases. Like the dining and bar tables, the small convenience tables have a central shaft to receive the umbrella and have 100 lb base plate welded. Since the base is welded, there are no longer the need for separate large awkward square plates. Slide 10-13
  - Reclining chairs were introduced as an option to not only recline at a higher seat level but can be used in tandem with an ottoman. It provides a great poolside seating option and is extremely popular. Slide 22-24
    - All the umbrellas have a thick gauged center pole and fiberglass arms. Previous models had a fiberglass pole that did not wear as well over time.
      - Adirondack chairs/tables for a conversation area and kids picnic tables have become very popular. Silde 4,7,25-27



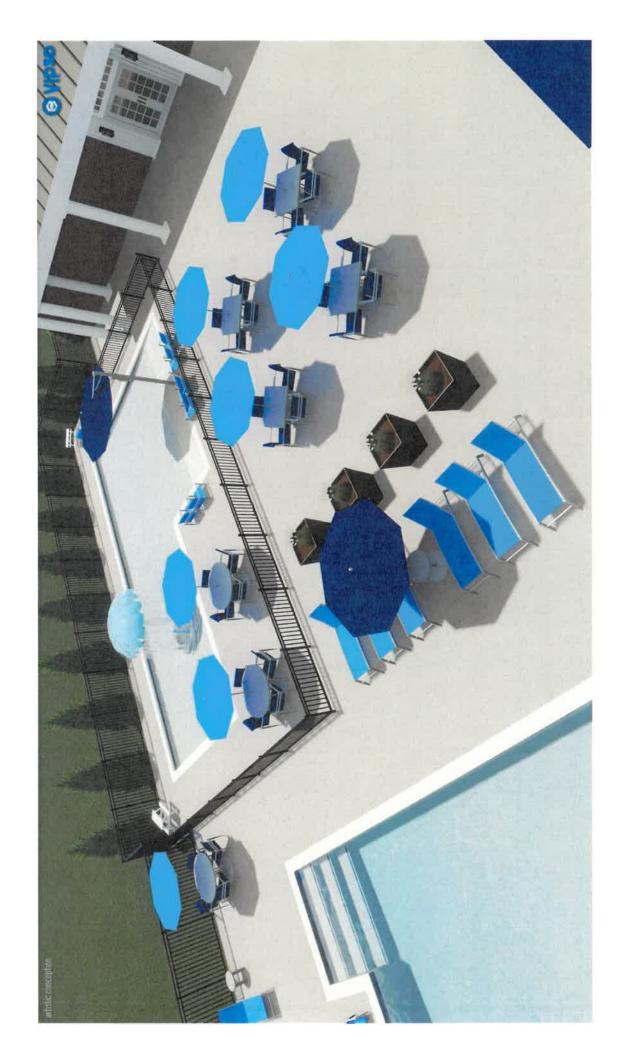




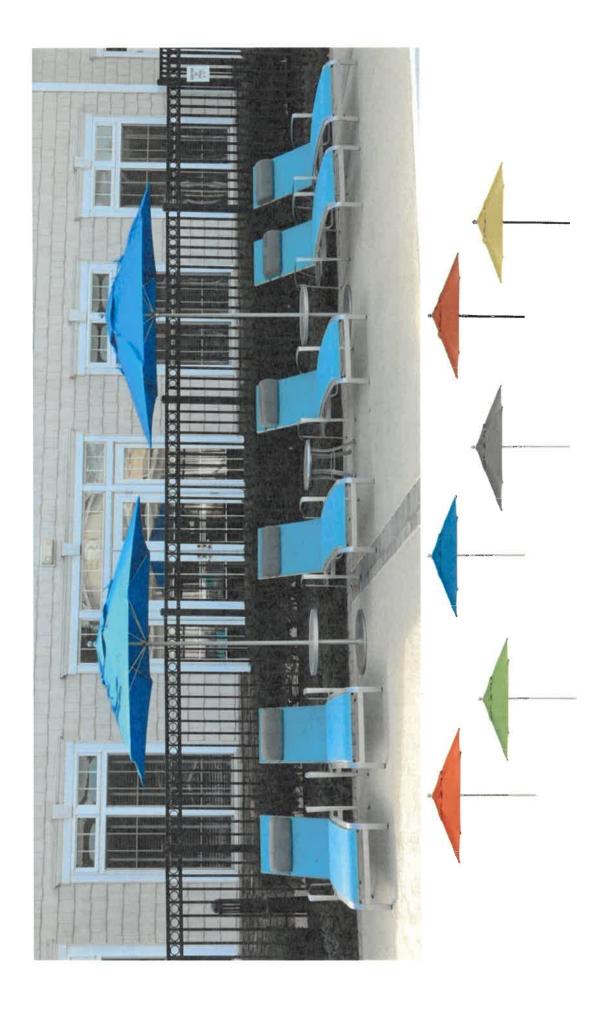




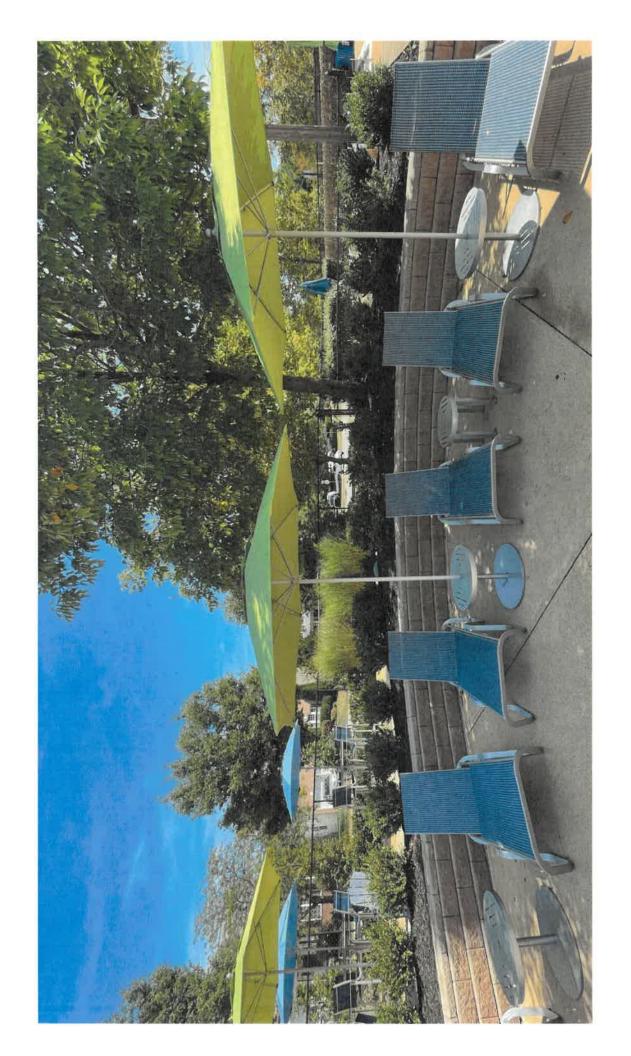














# **SIDE TABLE/FREE STANDING UMBRELLA BASE COMBO**Saves room, heavy 100 LB base for stability. Perfect between chaise lounges.

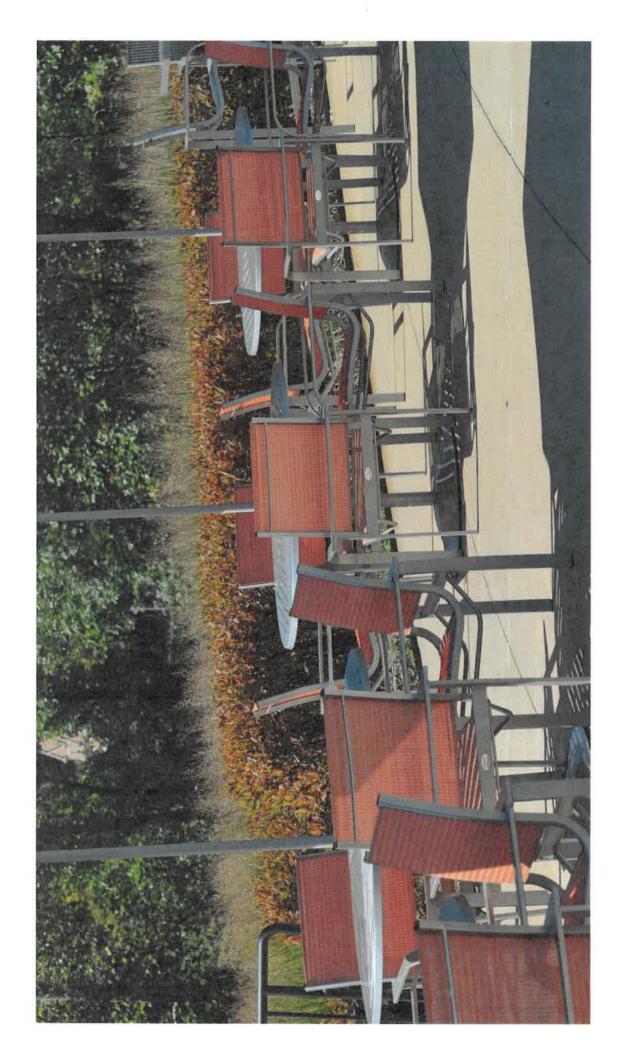
Put your phone, book, glasses conveniently next to you while you lounge



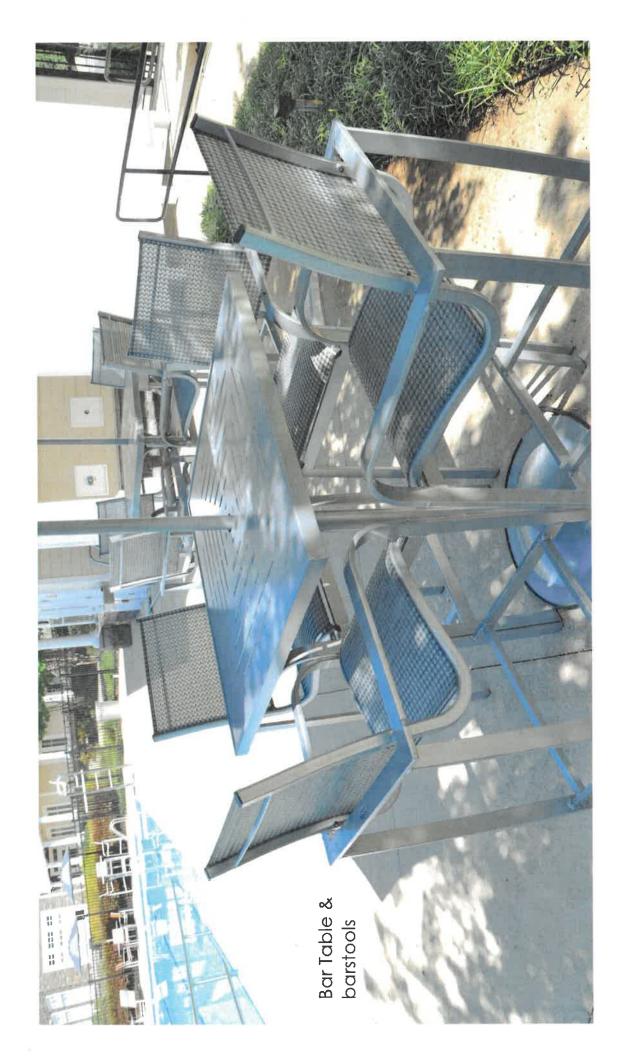
20" RD Tea Table



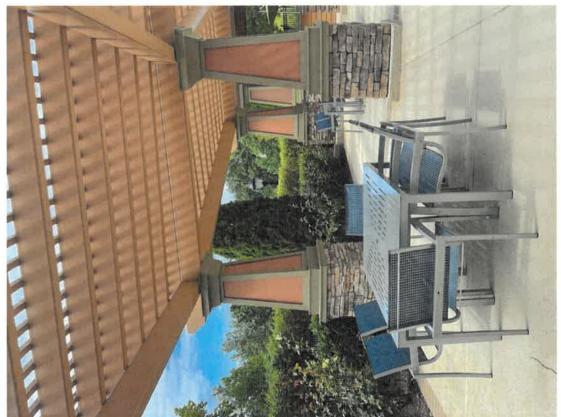




















Barstool

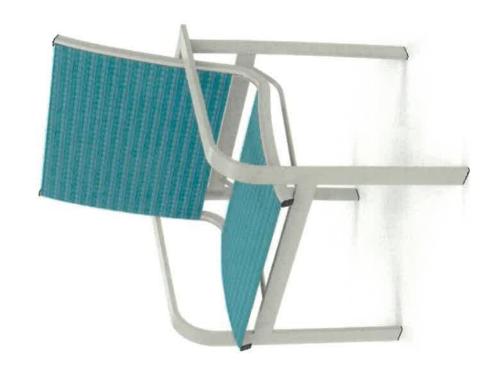




Dining Chair



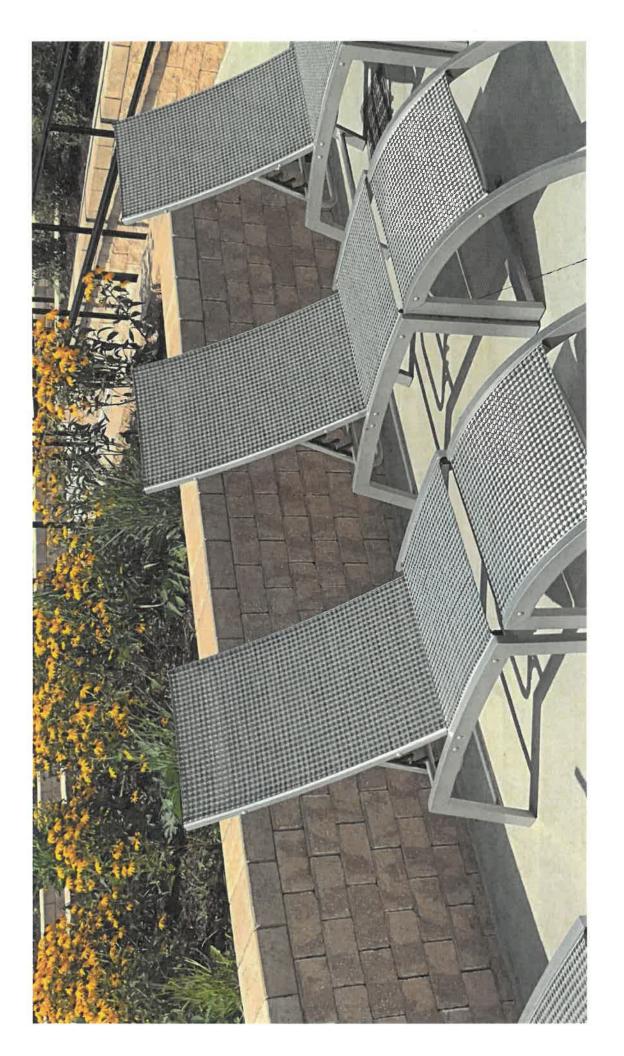
Sand Chair

















**PROPOSAL** 



# OAK CREEK CLUB

OCC021325A

## **Brandon Butler**

| \$ 387.00 44 \$ 17,028.00<br>\$ 265.00 28 \$ 7,420.00 | 28 \$ \$ 10                       | 28 \$ \$ 7  | 28 \$ \$ 10 \$ 7 \$ \$ 7  | 28 \$ 10 10 5 5 7 7 7 5 5 5 5 5 5 5 5 5 5 5 5 5 5  | 28 \$ 10 \$ 7 \$ 5 7 \$ 5 Product Total \$ 3   | 28 \$ 1<br>30 28 \$ 1<br>30 10 \$ 5<br>30 7 \$ \$ 3<br>Product Total \$ 3<br>Freight/Install EST \$  |
|---|-----------------------------------|---|---|--|--|--|
| TBD \$ 265.0  |                                   |   |   |  |  | TBD \$ 265.0  TBD \$ 986.0  TBD \$ 339.0  TBD \$ 297.0  with design/planned layout. All packing  |
| TBD   | TBD 08T                           | 08T<br>08T<br>08T   | 08T<br>08T<br>08T   | 08T<br>08T<br>08T<br>08T   | 08T<br>08T<br>08T<br>08T   | TBD TBD TBD TBD TBD TBD Owroom" set-up consistent to   |
| std   | std<br>std                        | std<br>std<br>48"   | std<br>std<br>48"<br>7.5'   | std<br>std<br>48"<br>7.5'  | std<br>std<br>48"<br>7.5'  | std<br>std<br>48"<br>7.5'<br>6'<br>of product and "she   |
| Sling   | Sling                             | Sling<br>Sling<br>Slatted Aluminum  | Sling Slatted Aluminum Fiberglass/Market (Oct)  | Sling Sling Slatted Aluminum Fiberglass/Market (Oct) Fibergalss arms/tilt  | Sling Sling Slatted Aluminum Fiberglass/Market (Oct) Fibergalss arms/tilt  | Sling Slatted Aluminum Fiberglass/Market (Oct) Fibergalss arms/tilt Fibergalss services, receipt   |
| Dining Chair  | Dining Chair<br>Sand Chair        | Dining Chair<br>Sand Chair<br>Dining Table  | Dining Chair<br>Sand Chair<br>Dining Table<br>Table Umbrella  | Dining Chair<br>Sand Chair<br>Dining Table<br>Table Umbrella<br>Guard Umbrella   | Dining Chair<br>Sand Chair<br>Dining Table<br>Table Umbrella<br>Guard Umbrella   | Dining Chair Sand Chair Sand Chair Dining Table Table Umbrella Guard Umbrella  |
|   | Sling std TBD TBD \$ 258.00 10 \$ | Sling         std         TBD         TBD         \$ 258.00         10         \$           Slatted Aluminum         48"         TBD         n/a         \$ 986.00         7         \$ | Sling         std         TBD         TBD         \$ 258.00         10         \$           Slatted Aluminum         48"         TBD         n/a         \$ 986.00         7         \$           Fiberglass/Market (Oct)         7.5"         TBD         TBD         \$ 339.00         7         \$ | Sling         std         TBD         TBD         \$ 258.00         10         \$           Slatted Aluminum         48"         TBD         n/a         \$ 986.00         7         \$           Fiberglass/Market (Oct)         7.5"         TBD         \$ 339.00         7         \$           Fibergalss arms/filt         6"         TBD         \$ 297.00         2         \$ | Sling         std         TBD         TBD         \$ 258.00         10         \$           Slatted Aluminum         48"         TBD         n/a         \$ 986.00         7         \$           Fiberglass/Market (Oct)         7.5"         TBD         TBD         \$ 339.00         7         \$           Fibergalss arms/tilt         6"         TBD         TBD         \$ 297.00         2         \$ | Sling         std         TBD         TBD         \$ 258.00         10         \$           Slatted Aluminum         48"         TBD         n/a         \$ 986.00         7         \$           Fiberglass/Market (Oct)         7.5"         TBD         TBD         \$ 339.00         7         \$           Fibergalss arms/tilt         6"         TBD         TBD         \$ 297.00         2         \$           Fibergalss arms/tilt         6"         TBD         \$ 297.00         2         \$         \$ |

further understood that product and freight charges are based on the day this estimate is sent to OWNER and regardless of signature approval date are subject to additional material sur-charges based on actual production dates and shipment dates. These potential additional charges are in consideration of the continued volatility of both the supply chain material cost and the general unpredictability of the cost structure of the shipping industry and their application of sur-charges to HSS at time of shipments. The invoice balance of the order is due after product delivery. Check or Money Order OMLY will be accepted and should be made payable to Hadsell Sun & Shace, LLC. Additional charges may be applied of customer requests receipt services not contemplated in this proposal or customer site conditions requires services beyond the scope of the original proposal.

HADSEL SUN & SHADE, LLC. Please complete delivery address contact information, sign form and return to HSS via email or fax. This signed proposal will serve as a confirmed ORDER. HSS will issue an invoice consistent with the tarms of this sale. All sales are final and can not be cancelled, returned or refunded. A 75% apposit of the TOTAL" is due prior to HSS placing any of the approved line item product order(s) above. All orders will be drop shipped directly to the customer unless specified otherwise. It is

| )1-1-4-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1   | Doug hackel, headen                 |  |                    |
|--|-------------------------------------|--|--------------------|
|  |                                     |  | Phone ∉(s)         |
| Date   |                                     |  | Lock Box/Gate Code |
| Lagree to order specifications above, quantities, pricing, terms & conditions above: | Purchaser's Signature / Printed Nam | THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER. | Delivery Address   |



# OAK CREEK CLUB

## **Brandon Butler**

|  | EXT\$       | 288.00           | 398.00                  | 977.00                  | 596.00                             | 489.00       | 338,00           | 119.00     | 387.00             | 209.00                | 298.00           |
|--|-------------|------------------|-------------------------|-------------------------|------------------------------------|--------------|------------------|------------|--------------------|-----------------------|------------------|
|  |             | 69>              | 69                      | 69                      | 649                                | €9           | 69               | ₩          | w                  | 69                    | ь                |
| hade com                                     | #           | <b>1</b> -00     | gra.                    |                         | 4                                  | ÷            | -                | ~          | -                  | -                     | q                |
| w.hadsellsuns                                | UNIT \$     | 288,00           | 398.00                  | 977.00                  | 596.00                             | 489.00       | 338.00           | 119.00     | 387.00             | 209.00                | 298.00           |
| MAN  |             | 69               | €9                      | 69                      | \$                                 | un.          | ₩                | 69         | €9                 | ↔                     | 49               |
| hssaccounting@verizon.net •                  | FABRIC      | n/a              | TBD                     | n/a                     | n/a                                | n/a          | n/a              | n/a        | n/a                | n/a                   | n/a              |
| 703 327 3649 (f)                             | FRAME/COLOR | TBD              | TBD                     |                         | TBD                                |              |                  | TBD        |                    | TBD                   | TBD              |
| 3344 (o) • )                                 | SIZE        | 20"              | ත                       | 36" SQ/RD               | 20"/100lb                          | 12 x 14 x 48 | std              | 18" SQ     | 40" RD/SQ          | std                   | 18" RD           |
| outh Riding, VA 20152 • 703,327              | STYLE       | Slatted Aluminum | Fiberglass/Market (Oct) | Fiberglass/Market (Oct) | Slatted Aluminum                   | Fiberglass   | Resin            | Resin      | Resin              | Resin                 | Resin            |
| 43352 Burke Dale St · South Riding, VA 2015. | DESCRIPTION | Tea Table        | Free Standing Umbrella  | Bar Height Table        | Tea Table/Free Standing BASE COMBO | Planters     | Adirondack Chair | Side Table | Conversation table | KIDS Adirondack Chair | KDs picnic table |



A Fulliture Leisure Web Store

Phone: (877) 646-6320 Fax : (386) 437-6652 Quote

PO Box 2390 Bunnell, FL 32110

| Date      | Quote No. |
|-----------|-----------|
| 3/10/2025 | PFS21404  |

**Bill To** 

Oak Creek Club Brandon Butler 14505 Mary Bowie Pkwy Upper Marlboro, MD 20774 Ship To

Oak Creek Club Brandon Butler 14505 Mary Bowie Pkwy Upper Marlboro, MD 20774 US

| P.O. No. | Rep | Terms          |  |
|----------|-----|----------------|--|
|          | KC  | 50%Deposit/Net |  |

|                         |   | ALC.                      | 5070Беров | 101100 |        |            |
|-------------------------|---|---------------------------|-----------|--------|--------|------------|
| Item                    | Description   | on                        | Q         | ty     | Cost   | Total      |
|                         | ***** TOTAL SAVINGS \$5255.10 ***   | ***                       |           |        | 0.00   | 0.00       |
| CK-150M14SL             | Classic Sling Chaise Lounge, Stackable<br>Base, 1.25" O.D. Round Tubing, 14" SH<br>Frame Color:<br>Sling Color:<br>List: \$444.95 |                           | num       | 44     | 383.00 | 16,852.00T |
| C-40SL                  | Classic Sling Sand Chair, 9"SH, 1"O.D.<br>Frame Color:<br>Sling Fabric<br>List: \$189.95  | Powder Coated Alum F      | rame.     | 10     | 165.00 | 1,650.00T  |
| C-50SL                  | Classic Sling Dining Chair with 1" OD Po<br>Frame, Stackable.<br>Frame Color:<br>Sling Fabric:<br>List: \$199.95                  | owder Coated Aluminun     | n         | 28     | 170.50 | 4,774.00T  |
| C-42UF                  | 42" Round White Fiberglass Top Dining Extruded Aluminum Frame, 29"H. Frame Color: List: \$424.95                                  | Table w/ Umbrella Hole    | e, 1"     | 7      | 366.00 | 2,562.00T  |
| Credit Card pasmante ar | e subject to a 404 fee of the Total amount charged. All fi  | est times and and and and | to        |        |        |            |

Credit Card payments are subject to a 4% fee of the Total amount charged. All first time orders and orders up to \$24,999.99 require a 50% deposit, all orders \$25,000.00 and above require a 75% deposit. The Balance is due once the order ships. Due to Credit Card Processing guidelines, all Credit Card purchases will be processed for the full amount within 7 days of purchase. Orders will not be processed until the credit is approved by Furniture Leisure, Inc. All Custom Orders (made to the customer's specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Customer is responsible for organizing and payment of return freight. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.

The manufacturer of merchandise purchased from Furniture Leisure, Inc. warrants all products. Written warranties are available upon request. Furniture Leisure, Inc. assumes no responsibility to extend, alter, or modify any product warranty.

Furniture Leisure, Inc. will be held harmless against all claims of liability resulting from receiving, installation and use of these products. All Shipments are scheduled ASAP "as soon as possible". All efforst will be made to expedite, however the purchaser acknowledges no arrival dates are guaranteed. Customer agrees to pay reasonable collection costs allowed by law and/or attorneys fees incurred in connection with the collection of this transaction. The venue for any litigation with Furniture Leisure, Inc will be Flagler County, FL.

Receiving, Offloading, Assembly, Placement of Furniture, Installation, and Removal of Packing Materials of the merchandise is solely the customer's responsibility and is not included in the above price.

| Subto   | tai       |  |
|---------|-----------|--|
| Sales T | ax (0.0%) |  |

- Lance 1 and (010 70)

**Order Total** 

| Signature  | Title | Date |
|------------|-------|------|
| Olgridadio | 1100  | Date |



Phone: (877) 646-6320 Fax : (386) 437-6652 Quote

PO Box 2390 Bunnell, FL 32110

| Date      | Quote No. |
|-----------|-----------|
| 3/10/2025 | PFS21404  |

### Bill To

Oak Creek Club **Brandon Butler** 14505 Mary Bowie Pkwy Upper Marlboro, MD 20774

### Ship To

Oak Creek Club **Brandon Butler** 14505 Mary Bowie Pkwy Upper Marlboro, MD 20774

| P.O. No. | Rep | Terms          |
|----------|-----|----------------|
|          | KC  | 50%Deposit/Net |

|   |  | KC  | 50%De                    | posit/Net |              |           |
|---|--|---|--------------------------|-----------|--------------|-----------|
| Item  | Descrip  | tion  |                          | Qty       | Cost         | Total     |
| 845FM   | 7.5 Foot Octagonal Fiberglass Ribbed<br>Marine Grade Fabric Canopy. Pulley L<br>Pole.<br>Pole Color:<br>Canopy Color:<br>List: \$464.95                    |   |                          | 7         | 315.00       | 2,205.00T |
| 50C   | 50 lb. Resin Coated Concrete-Filled U<br>Use. 16" Round x 6" Tall, Accepts 1.5"<br>Color:<br>List: \$94.95   |   | Table                    | 7         | 63.00        | 441.00T   |
| 639A-L  | 6.5 Foot Hexagonal Steel Ribbed Lifect<br>Canopy, Printed "LIFEGUARD" with M<br>Pole Color: Platinum-SR<br>Canopy Color:<br>List: \$289.95                 |   | ylic                     | 2         | 199.00       | 398.00T   |
| Estimated Lead Time                                       | Estimated lead time, not including deli<br>DELIVERIES ***<br>4-6 weeks on umbrellas/bases<br>12-14 weeks on furniture<br>***THIS QUOTE IS VALID FOR 30 DA  |   | ATE                      | :         | 0.00         | 0.00T     |
| \$24,999.99 require a 50% do order ships. Due to Credit C | bject to a 4% fee of the Total amount charged. All eposit, all orders \$25,000.00 and above require a 7 ard Processing guidelines, all Credit Card purchas | 5% deposit. The Balance is described to the fundamental services and the fundamental services are services. | ue once the<br>ll amount | Sub       | total        |           |
| Custom Orders (made to the                                | Orders will not be processed until the credit is approcustomer's specifications) require payment in adv  | ance and are non-cancelable a   | and                      | Sales     | s Tax (0.0%) | )         |

non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Customer is responsible for organizing and payment of return freight. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.

The manufacturer of merchandise purchased from Furniture Leisure, Inc. warrants all products. Written warranties are available upon request. Furniture Leisure, Inc. assumes no responsibility to extend, alter, or modify any product

Furniture Leisure, Inc. will be held harmless against all claims of liability resulting from receiving, installation and use of these products. All Shipments are scheduled ASAP "as soon as possible". All efforst will be made to expedite, however the purchaser acknowledges no arrival dates are guaranteed. Customer agrees to pay reasonable collection costs allowed by law and/or attorneys fees incurred in connection with the collection of this transaction. The venue for any litigation with Furniture Leisure, Inc will be Flagler County, FL.

Receiving, Offloading, Assembly, Placement of Furniture, Installation, and Removal of Packing Materials of the merchandise is solely the customer's responsibility and is not included in the above price.

| _   |    |      | _  |
|-----|----|------|----|
| Ord | er | Tota | al |

Signature \_\_\_\_\_... Date Title



Phone: (877) 646-6320 Fax : (386) 437-6652 Quote

PO Box 2390 Bunnell, FL 32110

| Date      | Quote No. |
|-----------|-----------|
| 3/10/2025 | PFS21404  |

Bill To

Oak Creek Club
Brandon Butler
14505 Mary Bowie Pkwy
Upper Marlboro, MD 20774

Ship To

Oak Creek Club Brandon Butler 14505 Mary Bowie Pkwy Upper Marlboro, MD 20774 US

| P.O. No. | Rep | Terms          |
|----------|-----|----------------|
|          | KC  | 50%Deposit/Net |

|  |   | KC   | 50%De  | posit/Ne | t                |                   |
|--|---|--|--|----------|------------------|-------------------|
| Item   | Descrip   | tion   |  | Qty      | Cost             | Total             |
| S&H  | Shipping and Handling. Commercial D - Delivery does not include offloading. Ahead are requested for all applicable. The delivery address must have ampenter and turn around or exit the propositive your Sales Rep if a smaller truc. Certain products will ship unassembly assembly, installation, placement of fumaterials.  *** CALL BEFORE DELIVERY, LIF GODELIVERY REQUESTED *** Contact: Brandon Butler @ 301-390-1 | freight. Lift Gate and 24 corders but are not guar-<br>ble room for a 53' semi trenty without incident or o k is required. Ided. Delivery does not incriture, or removal of particular and the corder of | ranteed.<br>ruck to<br>bstacle.<br>clude<br>acking |          | 2,200.00         | 2,200.00          |
| Credit Card Usage Fee  | Total sales tax calculated by AvaTax A 4% Credit Card Fee (\$1243.28 + ta) ** Fee Will Not Apply to Payments Ma **Please Advise if payment will be ma ** Credit Card Fees Are NON-Refunda   | de by Paper CHECK or de other than Credit/Deb  | ACH.<br>oit Card.                                  |          | 1,864.92<br>0.00 | 1,864.92<br>0.001 |
| \$24,999.99 require a 50% deporter ships. Due to Credit Car  | ject to a 4% fee of the Total amount charged. All<br>posit, all orders \$25,000.00 and above require a 7<br>of Processing guidelines, all Credit Card purchas<br>ders will not be processed until the credit is appr  | 75% deposit. The Balance is described is described to the fu   | ue once the  | Sub      | ototal           | \$32,946.92       |
| Custom Orders (made to the c<br>non-returnable. A 25% restoc<br>responsible for organizing and   | ustomer's specifications) require payment in adviking fee plus all shipping costs are required to red payment of return freight. Returns must receive   | ance and are non-cancelable a<br>cturn stock merchandise. Custo<br>a "Return Authorization" from   | and<br>omer is<br>m                                | Sale     | s Tax (0.0%)     | \$0.00            |
| The manufacturer of merchan-   | shipping. All Returns must be received in the o<br>dise purchased from Furniture Leisure, Inc. warr-<br>ure Leisure, Inc. assumes no responsibility to ext  | ants all products. Written warr  | ranties are  | Orc      | ler Total        | \$32,946.92       |
| of these products. All Shipme however the purchaser acknow costs allowed by law and/or at any litigation with Furniture I Receiving, Offloading, Assem | held harmless against all claims of liability results are scheduled ASAP "as soon as possible". A wledges no arrival dates are guaranteed. Custometorneys fees incurred in connection with the collectorneys fees incurred in connection with the collectorney, Inc will be Flagler County, FL. ably, Placement of Furniture, Installation, and Reformer's responsibility and is not included in the a                    | Il efforst will be made to exper<br>er agrees to pay reasonable collection of this transaction. The  | edite,<br>lection<br>venue for                     |          |                  |                   |

| Signature ··· Title | ê | Date |  |  |
|---------------------|---|------|--|--|
|---------------------|---|------|--|--|

# Classic Sling Chaise Lounge with Powder Coated Aluminum Frame - 14" Seat Height

Model: C-15014SL

Frame Material: ----------Assembly Required: ----

Seat Height: ----Stackable: ------

-- 14 inches

.....Yes

---- Aluminum

--- Fabric Sling

- 24 inches



Seat Material: --

Length: ---

Width: ---Height: --



## Description

commercial grade sling fabric seat is designed for optimal resistance, keeping its texture and color even after multiple uses. It is double stitched for extra strength and comes in an array of colors. So relax and enjoy your deck. It features a 14-inch seat height and adjustable headrest for exceptional comfort and support. The one The stylish and timeless Chaise Lounge Classic with Sling support is perfect to enhance any outdoor patio or inch round aluminum frame is commercially extruded for durability and will last years of daily use. The outdoor space with this ultra comfortable classic sling fabric chaise lounge!



# Classic Sling Dining Arm Chair - Commercial Aluminum Frame

# Model | FPC-50SL

| <b>Stackable:</b>                      | Yes  |
|--|------|
| Assembly Required:                     | 8    |
| Seat Material:                         | ing  |
| Frame Material: Powder Coated Aluminum | Ξ    |
| Frame Size:                            | oing |
| <b>Seat Height:</b>                    | hes  |
| Length:18 inches                       | hes  |
| <b>Width:</b>                          | hes  |
| Height:35 inches                       | hes  |

### Description

and resist sagging, even with frequent use. Thanks to its stackable design, this chair offers convenient storage The Classic Sling Dining Arm Chair is budget-friendly and a versatile seating option for outdoor dining spaces. support for your guests. The commercial-grade sling fabric is double-stitched to ensure long-lasting tautness between numerous smooth or textured finishes for a customized look to match your preferences and venue options when not in use. The Classic Sling Dining Arm Chair is suitable for most dining-height tables. Add a aesthetic. Featuring a timeless design with a gently curved backrest to maximize both comfort and lumbar This chair combines a stackable aluminum frame with a commercial-grade sling fabric to provide superior comfort and longevity. Crafted with a 1-inch round extruded aluminum for excellent strength. Choose touch of timeless style and reliable durability to any restaurant outdoor dining space, lounge patio, or poolside setting with the Classic Sling Dining Arm Chair!







# Florida Patio Sling Color Options

Colors shown may vary due to display calibration.

Please contact our office at 1-877-646-6320 to request a color sample.





## Florida Patio Frame Options

Colors shown may vary due to display calibration.

Please contact our office at 1-877-646-6320 to request a color sample.



# Textured Options (May be subject to upcharge)



Bronze Age (TXT)

Penny Vein (TXT)



Superior Scating 721 Boulevard Kenilworth, NV 07033 1.866.213.2401

Quote Discount:

Subtotal:

Freight:

Grand Total:

Tax

-\$776.35

\$25,666.00

\$1,600.00

\$1,539.96

\$28,805.96

### Bill to:

Moriah Benjamin
Oak Creek Club Homeowners Association
14505 Mary Bowie Pkwy
Upper Marlboro, Maryland, 20774
United States
T: (301) 390-1721

### Shilp to:

Morish Benjamin
Oult Creek Club Homeowners Association
14505 Mary Bowie Pkwy
Lipper Mariboro, Maryland, 20774
United States
T: (301) 390-1721

Cunte Proposals #00000087530 Case of Proposal: Aug 5 2024 Proposal Valid Unit: Aug 18, 2024

| Image     | Product name  | SKU      | Price                               | Tax                | Qty | Total       |
|-----------|---|----------|-------------------------------------|--------------------|-----|-------------|
| 1         | Roma Brown Resin Outdoor Sun<br>Lounger   | 840-BRN  | \$275.95<br>\$260.00                | \$15.60            | 40  | \$11,024.00 |
| 1 1       | Cushion: Cream  |          |                                     |                    |     |             |
|           | Aluminum & Synthetic Teak Wood<br>Custom Chairs & Table<br>Indoor/Outdoor Set   | FTAL-SET | <del>\$1,394.95</del><br>\$1,384.00 | \$83.04            | 9   | \$13,203.36 |
|           | Frame/Teak Wood Finish: Silver/Black<br>Table Height: Standard (30")<br>Table Size: 31" X 75"<br>Seat Configuration: 8 Chairs<br>8 Chair Options: No Arms |          |                                     |                    |     |             |
|           | Siena Espresso Wicker Outdoor<br>Lounge Sectional - Double Arm  | 800-DB   | \$949.95<br>\$940.00                | \$56.40            | 2   | \$1,992.80  |
| All lands | Seat options: Quick Ship<br>Quick Ship Fabrics: Ivory   |          |                                     |                    |     |             |
|           | Siena Espresso Wicker Outdoor<br>Lounge Sectional - Single Arm  | 800-SG   | \$474.95<br><b>\$46</b> 5.00        | \$27.90            | 2   | \$985.80    |
|           | Seat options: Quick Ship<br>Quick Ship Fabrics: Ivory   |          |                                     |                    |     |             |
|           |   |          |                                     | Original Subtotal: |     | \$26,442.35 |

### Safety Bollard at Clubhouse Exit

### Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Brandon Butler, CMCA® - Assistant General Manager C/O Julian Brown - Access Committee Chair

Date: Friday, March 28, 2025

Re: DMV Gates Estimate 3777RE: Clubhouse Exit – Safety Bollard w/ Reflective Sleeve

**Suggested Motion:** "I Move to table this matter whilst CAMP staff further assesses necessity and additional vendors due to DMV Gate's quoted cost for this project for Board review."

**Discussion:** Please see EST3777 from DMV Gates & Mapped Screenshot of proposed location Attached

Summary: Whilst conducting a service visit, DMV Gates observed that the STOP sign at the Clubhouse Exit gate is frequently displaced by the wind, a concern also reported by Officer Conway with Dunbar. The STOP sign is currently in place with a portable, weighted base. To enhance safety and improve traffic flow, they strongly recommend installing an additional bollard at the clubhouse exit lane. This bollard will provide a stable mounting point for the stop sign, replacing the current portable, weighted base setup, and will also allow them to securely attach the above-ground sensor for improved stability and reliability. This estimate covers the installation of a fixed bollard, which features a steel post filled with concrete for enhanced durability and strength. Specifications: Height: 4 feet (48 inches) above ground level; Diameter: 4 inches; Hole Depth: 2 feet (24 inches) below ground level. Designed to provide permanent protection, this bollard aims to effectively control vehicle access, prevent unauthorized entry, and safeguard infrastructure. The Bollard Sleeves are designed to enhance the visibility and durability of bollards while adding a sleek, professional appearance. These sleeves would eliminate the need for frequent maintenance, such as painting or resurfacing.

**Committee Recommendation:** The AC discussed and reviewed quote (estimate EST3777). A motion was made by CM Haymon and seconded by VC Smith to recommend to the Board approval of this quote for \$4,250. The motion was approved unanimously.

**Management Recommendation:** CAMP Staff recommends the Board table this matter whilst CAMP staff further assesses necessity and additional vendors due to DMV Gate's quoted cost for this project for review.

**Action Needed:** Board to review and vote on the next steps.

As of 3/31/2024 there was approximately \$46,842.67 remaining out of the FY2025 operating budgeted amount of \$57,600 in line item General (Site Items).



### DMV Gates & Security Solutions

Business Number 888-958-5815 202-505-4445

https://www.dmvgates.com

office@dmvgates.com

ESTIMATE EST3777

DATE

Feb 19, 2025

TOTAL

USD \$4,250.00

TO

### Oak Creek/

- Clubhouse Exit

14505 Mary Bowie Pkwy Upper Marlboro, MD 20774 (301) 390-1721

| DESCRIPTION  | RATE       | QTY | AMOUNT     |
|--|------------|-----|------------|
| Clubhouse Exit - Safety Bollard w/ Reflective Sleeve | \$4,009.43 | 1   | \$4,009.43 |

The Procurement and Installation of One (1) Safety Bollard

### Description

This estimate covers the installation of a fixed bollard, which features a steel post filled with concrete for enhanced durability and strength. Designed to provide permanent protection, this bollard will effectively control vehicle access, prevent unauthorized entry, and safeguard infrastructure. Its robust construction makes it ideal for high-traffic areas, ensuring long-lasting security and pedestrian safety.

### **Specifications**

Height: 4 feet (48 inches) above ground level

Diameter: 4 inches
Foundation Dimensions

Hole Depth: 2 feet (24 inches) below ground level

### Concrete Foundation

This estimate includes the installation of a concrete base for the board, providing a stable and secure foundation to support the structure. Filled up to ground level (2 feet)

DESCRIPTION RATE QTY AMOUNT

### Include Labor & Installation:

The purchase of Bollard includes labor and installation services, providing a comprehensive solution for the installation process. Our skilled technicians will handle the installation, ensuring a professional and hassle-free experience. Additionally, we offer a 60-day labor warranty, providing peace of mind and support for any issues that may arise during this period.

The Procurement and Installation of One (1) Bollards Sleeve Yellow w/ Two Red Reflective Stripes

### Description

The Bollard Sleeves are designed to enhance the visibility and durability of bollards while adding a sleek, professional appearance. These sleeves eliminate the need for frequent maintenance, such as painting, and are ideal for high-traffic areas, commercial spaces, and industrial facilities. The royal blue color, paired with reflective strips, ensures optimal visibility during the day and night, improving safety and guiding pedestrians and vehicles effectively.

### **Specifications**

Made with high-density polyethylene (HDPE) with UV-resistant coating for long-lasting durability.

Weather-resistant and impact-resistant to withstand harsh conditions and frequent use.

### Dimensions:

Height: 48 inches (fits 4-foot bollards). Diameter: Fits over 4-inch bollards snugly.

### Include Labor & Installation:

The purchase of Bollards Reflective Sleeve includes labor and installation services, providing a comprehensive solution for the installation process. Our skilled technicians will handle the installation, ensuring a professional and hassle-free experience. Additionally, we offer a 60-day labor warranty, providing peace of mind and support for any issues that may arise during this period.

| DESCRIPTION | RATE | QTY | AMOUNT |
|-------------|------|-----|--------|
|             |      |     |        |

### **Estimate Justifications:**

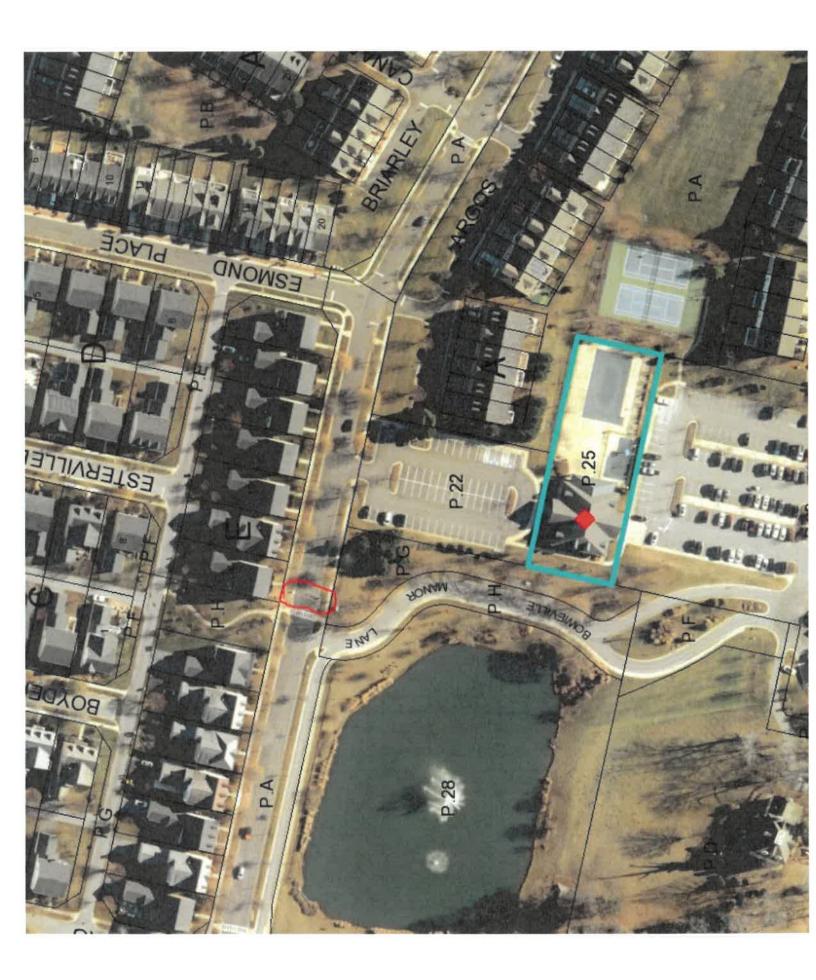
During one of our service visits, we observed that the stop sign is frequently displaced by the wind, a concern also reported by Officer Conway. To enhance safety and improve traffic flow, we strongly recommend installing an additional bollard at the clubhouse exit lane. This bollard will provide a stable mounting point for the stop sign, replacing the current setup, and will also allow us to securely attach the aboveground sensor for improved stability and reliability.

For any further questions, please contact us at 202-505-4445 or reach out to Michael directly at 202-505-4441.

| \$4,009.43     | SUBTOTAL |
|----------------|----------|
| \$240.57       | TAX (6%) |
| USD \$4,250.00 | TOTAL    |

Thank You for Reviewing our Estimate. Your Security is Our Priority!

- \*. Due to ongoing disruptions in the global supply chain, escalating steel prices, and the general uncertainty surrounding parts availability, our quoted pricing is valid for a duration of 15 days, and the lead times provided are subject to potential adjustments at any time
- \*\*. We can provide financing options for projects exceeding \$10,000 for approved clients. Please don't hesitate to reach out for additional details and information.



### **Tennis Court Repair**

### Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Brandon Butler, CMCA® - Assistant General Manager

Date: Friday, March 28, 2025

Re: Selection of Tennis Court Repair vendor

**Suggested Motion:** "I move to approve the proposal from **ATC** in the amount of \$11,530.00 to include new nets for the Tennis Court Repairs, and to be expensed **from Repair & Replacement Reserves line-item Color coat/Nets** that were originally scheduled for FY2024 in the amount of \$20,290.00 as per the March 14, 2023 Reserve Study completed by PM+ Reserves"

Discussion: Please see Estimates and Detailed Direct Communications Attached

### **Summary:**

### **Scope and Approach**

Four vendors for tennis court repairs and resurfacing have been considered: Add In Tennis, American, ATC Corp, and Finley Asphalt, each offering a different approach in terms of scope, materials, pricing, and guarantees. While all vendors include cleaning, crack repair, resurfacing, and line painting, their methods differ. Add In Tennis utilizes the Armor Crack Repair System and applies three coats of Premier Coatings Acrylic Color Sealer over repaired areas. American incorporates fiberglass tape for structural crack repair and applies two coats of color surfacer. ATC Corp focuses on patching low areas, installing the Riteway Crack Repair System (up to 200 feet), and applying three coats of Premier Coatings Acrylic Color Sealer. Finley Asphalt follows a similar process but emphasizes Premier Coatings materials and includes pavement markings. The timeline for all vendors is weather-dependent, but some have additional requirements. American notes that continuous access is necessary, with potential delays from site obstacles. ATC Corp specifies that work can only proceed when temperatures are above 80°F, while Finley Asphalt requires customer readiness before starting the project.

### Penalties, Payment Terms, Pricing, and Warranty

Each vendor has different penalty clauses and payment terms. American imposes a 1.5% monthly late fee for overdue payments, while ATC Corp may charge additional mobilization fees if site

conditions cause delays. Finley Asphalt allows for price adjustments based on material cost changes. Payment structures also vary by vendor. Add In Tennis requires a 33% deposit, with the remaining balance due upon completion. American offers Net 30-day payment terms, providing flexibility for payment processing. ATC Corp requests a 30% deposit, with final payment upon completion. In contrast, Finley Asphalt mandates full payment upon project completion.

Pricing also varies significantly among vendors. Add In Tennis provides a base price of \$13,000, with an additional \$300 per court for pickleball lines. American offers services at \$23,475, while ATC Corp provides two pricing options: Option 1 at \$10,720 for crack repair and spot color coating, and Option 2 at \$11,530, which includes new nets. Finley Asphalt presents the highest pricing at \$31,650.

Warranty coverage differs among vendors as well. Add In Tennis, American, and ATC Corp each offer a one-year guarantee on workmanship and materials, though with certain limitations. Finley Asphalt extends a two-year warranty, but exclusions apply, as it does not cover crack filling or normal wear and tear. ATC Corp provides a one-year guarantee on workmanship and materials, comparable to Add In Tennis and American. While Finley Asphalt offers a two-year warranty, it excludes crack filling, which is a major component of this project. Since all vendors acknowledge that cracks can still develop over time, ATC's repair system provides a proactive approach to minimizing future maintenance needs.

**Committee Recommendation:** The committee recommends that the Board approves the Estimate from ATC if pricing could be confirmed considering the age of the estimate – this was confirmed with the vendor – pricing to remain as presented.

**Management Recommendation**: CAMP Staff recommend the Board move forward by approving ATC for a cost-effective yet reliable option. ATC Corp presents a strong proposal, balancing affordability, service quality, and necessary repairs.

**Action Needed:** Board to review and approve a vendor to determine if they would like to move forward with repairs and which line item.

### **Tennis Court Repairs Comparison Matrix**

\*\*\*\*\*Management Disclaimer - Please do not rely solely on this comparison matrix. Please read the proposals for the best comparison. Most but not all stipulations are included in this comparison matrix. Thank you.

| Specification                   | Add In Tennis   | American<br>Striping   | ATC Corp   | Finley Asphalt  |
|---------------------------------|---|--|--|---|
| General Scope of<br>Work        | Cleaning, scraping, crack filling with SportMaster Acrylic Patch Binder, Armor Crack for structural cracks, filling low areas, resurfacing, color coating, and line painting. | Power wash courts, repair 93 feet of cracks with fiberglass tape, apply two coats of court resurfacer, apply two coats of color, layout and paint pavement markings. | Clean and fill up<br>to 110 feet of<br>cracks, apply<br>Armor Crack<br>Repair System,<br>apply three<br>coats of Premier<br>Coatings Acrylic<br>Color Sealer<br>over repaired<br>areas, touch up<br>lines. | Power wash, clean and fill cracks, patch low areas with leveling compound, install Riteway Crack Repair System (up to 200'), apply three coats of Premier Coatings Acrylic Color Sealer, paint lines. |
| Time to complete the work       | Weather<br>dependent,<br>scheduled as per<br>customer<br>agreement.   | Work must<br>have<br>continuous<br>access; subject<br>to delays from<br>weather or<br>obstacles on<br>site.  | Work depends<br>on the<br>temperature<br>(not below<br>80°F) and<br>proper site<br>access.   | Subject to weather conditions, access requirements, and customer readiness.   |
| Penalties for failure to comply | Not Specified   | Late fees 1.5%<br>per month  | Additional<br>mobilization<br>charges  | Price<br>adjustments for<br>material cost<br>changes  |
| Payment terms                   | 33% deposit,<br>remainder upon<br>completion  | Net 30 days  | 30% deposit,<br>remainder due<br>at completion   | 100% upon<br>completion   |
| Total dollar amount of contract | \$13,000 (extra<br>\$300 per court for<br>pickleball lines).  | \$23,475   | Option 1:<br>\$10,720 (crack<br>repair & spot<br>color coating),<br>Option 2:<br>\$11,530 (this<br>includes new<br>nets).  | \$31,650  |

| Complete specification of materials used Storage of materials and tools Responsibility for damage | SportMaster<br>Acrylic  Not Specified  Not Specified  | Fiberglass Tape, Silica Sand Staging area required Customer responsibility for barricading & access  | PREMIER COATINGS Acrylic Not Specified Not Specified  | PREMIER COATINGS Acrylic Staging area required Not responsible for surrounding areas                          |
|---|---|--|---|---|
| Guarantee/warranty<br>required  | 1-year workmanship guarantee, surface guarantee against peeling and fading, cracks not guaranteed except for Armor Crack (3 years). | 1-year guarantee on workmanship and materials; does not cover vandalism or de-icing chemical damage. | 1-year guarantee against defects in materials or workmanship; excludes normal wear, settlement issues, or standing water effects. | 2-year standard warranty; excludes crack filling, fire lane painting, and normal wear and tear.               |
| Hours and days when<br>work may be done   | Not Specified   | 7 AM - 4 PM  | Not Specified   | 7 AM - 4 PM   |
| Additional Notes  | Customer must stipulate color preferences.  | Additional mobilization fee of \$750 may apply; client responsible for clearing work area.           | New coatings<br>will be<br>noticeably<br>different from<br>existing; spot<br>repairs will fade<br>over time.                      | Water supply to<br>be provided by<br>customer;<br>hairline cracks<br>may still<br>develop despite<br>repairs. |

### **Key Considerations for HOA Board Decision**

- Address missing or unclear terms before contract approval
- Review and negotiate warranties if needed
- Define penalties for failure to meet deadlines
- Ensure responsibility for site damages is clear
- Ensure Permit & Inspection Compliance before work begins
- Standard exclusions are permits and related fees.

### **Next Steps for the Committee**

The Committee to discuss the HOA's priorities (e.g., cost, insurance, vendor credentials, service coverage) and provide their recommendation to Management to provide to the Board for voting.



### **Tennis Court Repair Proposals for Committee Review**

From Femi Aje <faje@oakcreekclub.com>

Date Wed 2/19/2025 12:36 AM

- To shani haden <shaswtluv@yahoo.com>; Vonda <vwilliams4748@gmail.com>; Martazsh Janell <martazsh@yahoo.com>; Partee05014 <partee05014@comcast.net>; Denise Milligan <cogito19@gmail.com>; Marilyn V. Akinfolarin <funketimi@aol.com>
- Cc TaShawn Andrews <tandrews@oakcreekclub.com>; Brandon Butler <butler@oakcreekclub.com>

### 1 5 attachments (2 MB)

Tennis Court Repair Comparison Matrix.pdf; ADD IN TENNIS Oak Creek 2025 (repairs and coating).pdf; AMERICAN STRIPING 5 7 2024.pdf; ATC CORP 8 27 2024.pdf; Finley Asphalt 8 27 2024.pdf;

### Hello Facilities Committee,

Please see the attached **Tennis Court Repair Comparison Matrix** and the four (4) proposals for review as provided by the management team. We do realize that in some cases such as for the American Paving & Striping proposal, it has recently expired so in those cases, we would discuss and negotiate with the vendor as/if needed for any updated price stipulations if that vendor is recommended under those circumstances. Please note that management is recommending that the Board address the crack first before focusing or spending funds for the remaining items on the list:

- · Repair the broken gate lock.
- Replace the broken light timer door.
- Paint or replace peeling, weather-beaten benches and nets.
- Replace single lumens LED lights with one-block lights. The current lighting is insufficient for nighttime
  matches.
- Arrange seasonal tree trimming with on-site landscaping of court parameters to prevent tree debris from falling onto the courts, staining the surface, or causing an accident.
- · Install signage displaying court rules."

### Thank you,

Mr. Femi Aje, PCAM®
Onsite General Manager – (CAMP)
Oak Creek Club Homeowners Association
14505 Mary Bowie Parkway
Upper Marlboro, MD 20774
Phone (301) 390-1721 | www.OakCreekClubHOA.com

### Add In Tennis, LLC.

### 855 Mildred Avenue Baltimore Maryland 21222

To: Femi Aje 2/11/25

Project Name: (2 Tennis Courts) Armor Crack

### Scope Of Work:

Court(s) will be cleaned and scraped with high powered blower Cracks will filled with SportMaster Acrylic Patch Binder Armor Crack will be applied over structural cracks as per specs

\* Armor cannot be used on cracks 2 foot or closer to edge of court or fence

Low areas will be filled with SportMaster Acrylic Patch Binder in birdbaths that cover
a nickel when rest of court is dry \* this is not a guarantee that all water will be removed
from court

One coat of SportMaster Acrylic Resurfacer (primer/filler coat) will be applied Two coats of SportMaster Color Coat will be applied

Two inch lines will be taped out and painted by hand using SportMaster Line Paint 2 Tennis Courts (Pickleball lines would be an additional \$300.00 per court)

### Time Frame

Add In Tennis will work with the customer to the best of its ability to schedule work

\* Do to the nature of this work, acts of God such as rain play a big part in time frame

### Guaranty:

All workmanship is guaranteed for one year from completion
Surface is guaranteed from peeling and fading for one year from completion
Cracks are not guaranteed. Do to the freeze and thaw cycle in the mid-atlantic region,
cracks will return. We recommend keeping cracks filled to prevent excess moisture
from getting in the cracks.

Cracks that are covered with Armor Crack are guaranteed for three years. (approx. 100 ')

### Payment Schedule:

Upon acceptance of this contract a thirty three percent of total price deposit is due

The remainder is due upon completion

| Please stipulate colors you would like: |                           |
|---|---------------------------|
| Inside Color:                           | Total: <u>\$13,000.00</u> |
|   | Deposit: \$4300.00        |
| Outside Color:                          | Remainder: \$8700.00      |

| Customer:  | Please sign and return with deposit |
|------------|-------------------------------------|
| President: |                                     |

Tel: 443-629-9196 email: addininc@comcast.net



American Paving & Striping 10701 Lanham Severn Road Lanham, MD 20706

### Contact

Jodi Cohen jodi@americanpavingandstriping.com +1(202) 437-4797 Proposal

Estimate ID 2024-1455-001

Bid date May 7, 2024

Expires
Jan 30, 2025

Attention

Morlah Benjamin

Oak Creek 14505 Mary Bowie Pkwy Upper Mariboro, MD 20774

assistantmgr@oakcreekclub.com (301) 390-1721 Project name

Oak Creek Club Tennis Courts

Project address

14505 Mary Bowie Pkwy Upper Marlboro, MD 20774

Estimate name

Oak Creek Club Tennis Courts

**Payment Terms** 

**Bid Items** 

Item#

### **Tennis Court Restoration**

Crack Repair, Seam Restoration, Court Resurfacing, Color Coat, and Pavement Markings

- \* Total size of two court areas is 1,290 square yards
- \* Power wash entirety of 2 courts
- \*Repair approximately 93 linear feet of cracks with fiberglass tape and install resurfacer to prevent shadowing.
- \* Apply 2 coats of court resurfacer with silica sand to fill pavement gaps
- \* Apply 2 coats of color to match existing (Blue interior, Green exterior)
- \* Layout and paint pavement markings to match existing

Bid total:

\$23,475.00

### **Conditions**

### **Payment Terms**

All payments due 30 days after invoicing. Late fees of 1.5% per month may be charged for past due amounts.

### Striping Extra Mobilization

An additional fee of \$750 may be charged for additional mobilizations caused by work areas not be ready for work.

### Warranty

AP&S will hereby warrant and guarantee that all work being performed will be in a workmanlike manner and guarantee said workmanship, labor and materials for a period of one year after completion of work but will not guarantee against damages caused by vandalism or the use of de-icing chemicals.

### **General Site Conditions**

- \* All work locations are available as scheduled.
- \* Barricading: It is the customers responsibility to make sure all barricades remain effective after our crews leave the job site.
- \* Our proposal is based upon having continuous, unrestricted access to the site and our work area.
- \* It is the customers responsibility to have all vehicles, dumpsters, containers, and any other items removed from the lot and work area prior to commencement of work.
- \* It is the customers responsibility to notify tenants, landscapers, movers, garbage disposal companies, and to turn off sprinklers, etc. and notify all that vehicles will NOT be permitted in the work zone while work is in progress and during the required cure time thereafter.
- \* All towing is to be coordinated by the client and at the clients expense.
- \* AP&S is not responsible for uncontrollable or unforeseen events such as acts of God, adverse weather conditions, riots, unusual delays in transportation, shortages of asphalt, concrete or other materials, intervening acts of third parties, unavoidable casualties, etc.
- \* The Client must provide AP&S an onsite area to stage equipment and park service vehicles.
- \* APS is not responsible for water retainage ("ponding") in areas with a slope of 2% or less.
- \* If work is unable to begin at the agreed upon time due to vehicles, dumpsters, or other obstacles on the property, the client will be billed \$300.00 per each hour AP&S is forced to sit idle.
- \* Heavy equipment and trucks will be required to complete this work; APS cannot guarantee the structural integrity of pavement and structures surrounding the work zono and is not responsible for damage to pavement area due to insufficient access roads.
- \* APS does not warrant striping on concrete that has not fully cured (over 30 days) and is not installed with vapor barriers.

### Standard Exclusions

- \* Permits and related fees not included
- \* Management of Traffic not included unless specifically listed
- \* Only items specifically listed are included in this proposal.
- \* Work to be completed on a weekday during standard hours 7am 4pm

### Accepted By Oak Creek assistantmgr@oakcreekclub.com (301) 390-1721

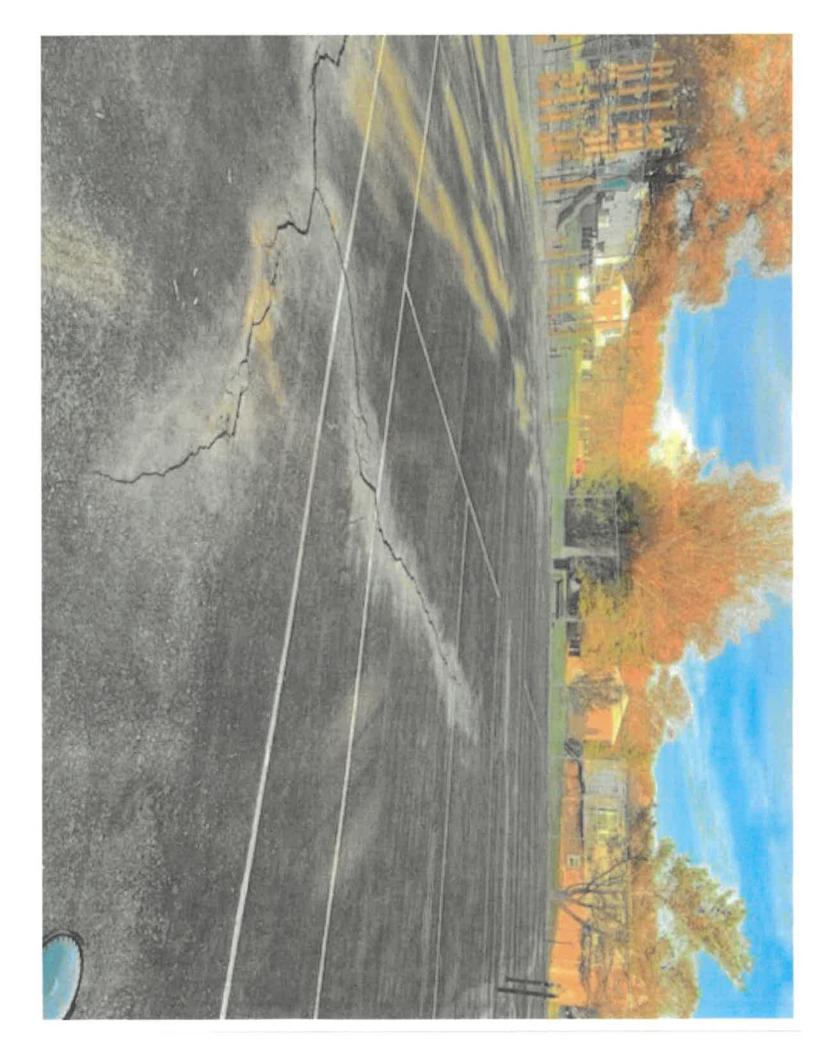
Moriah Bənjamin

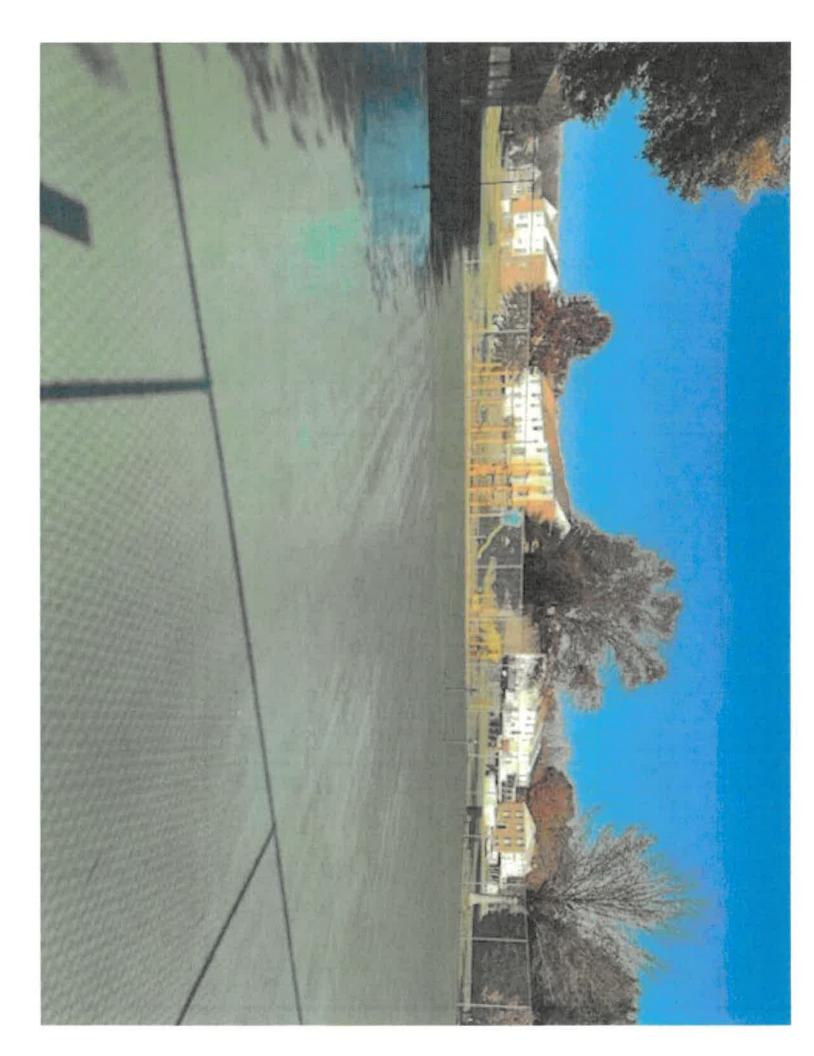
Signatures

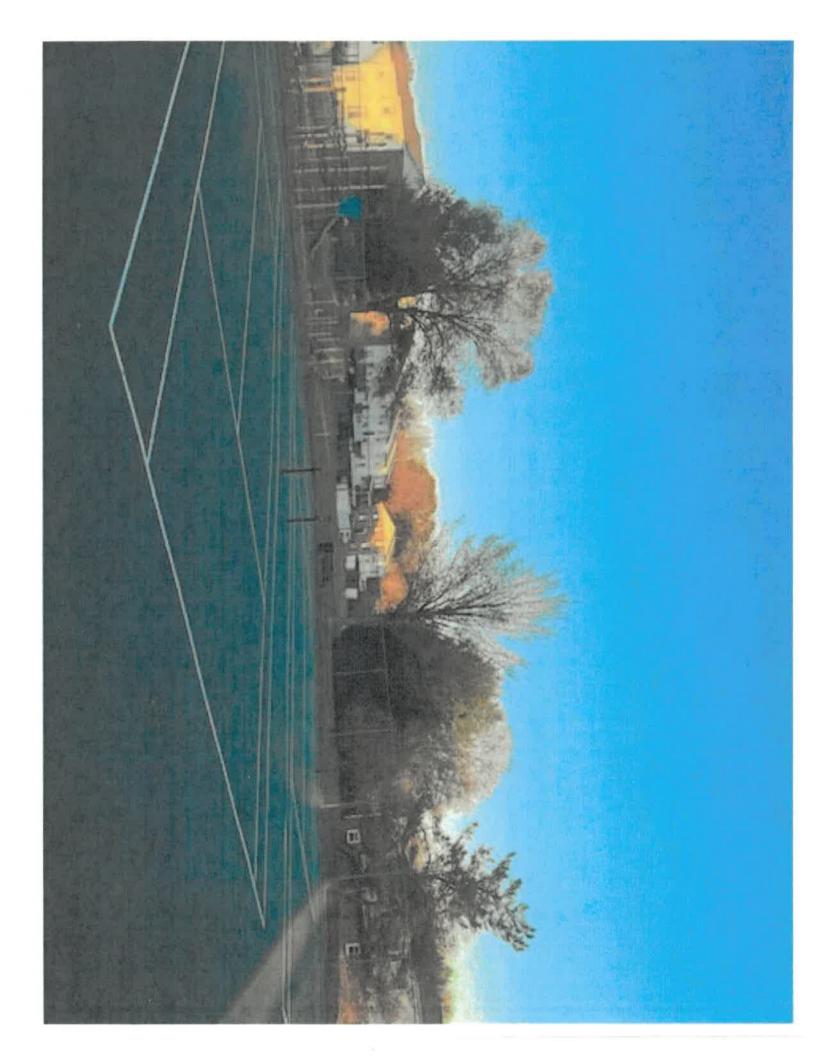
Accepted By

Jodi Cohen jodi@americanpavingandstriping.com +1(202) 437-4797

Jodi Cohen 5/8/24, 4:40 PM









### **Tennis Court Budgetary Estimate**

DATE OF ESTIMATE:

February 13, 2024

PREPARED FOR:

Moriah Benjamin

Oak Creek Club HOA

14505 Mary Bowie Parkway, Upper Marlboro, MD 20774

PREPARED BY:

Keystone Sports Construction

Tim Fitzgerald

1100 Schell Ln, Suite 104 Phoenixville, PA 19460

PROJECT ADDRESS:

14505 Mary Bowie Parkway, Upper Marlboro, MD 20774

Keystone Sports Construction is pleased to present the following budgetary estimate. This estimate includes the repair of the 2 tennis courts at Oak Creek Club HOA. Prices are based on private wage rates and are subject to change once a formal proposal is submitted.

### SCOPE OF WORK

\*Crack Repair only

- 1. Clean existing cracks and remove old repair
- 2. Supply/Install ~150 LF of Riteway crack repair
- 3. Box out and paint 3 coats of NovaSport acrylic paint along repaired areas

**Budgetary Estimate: \$13,780.00** 

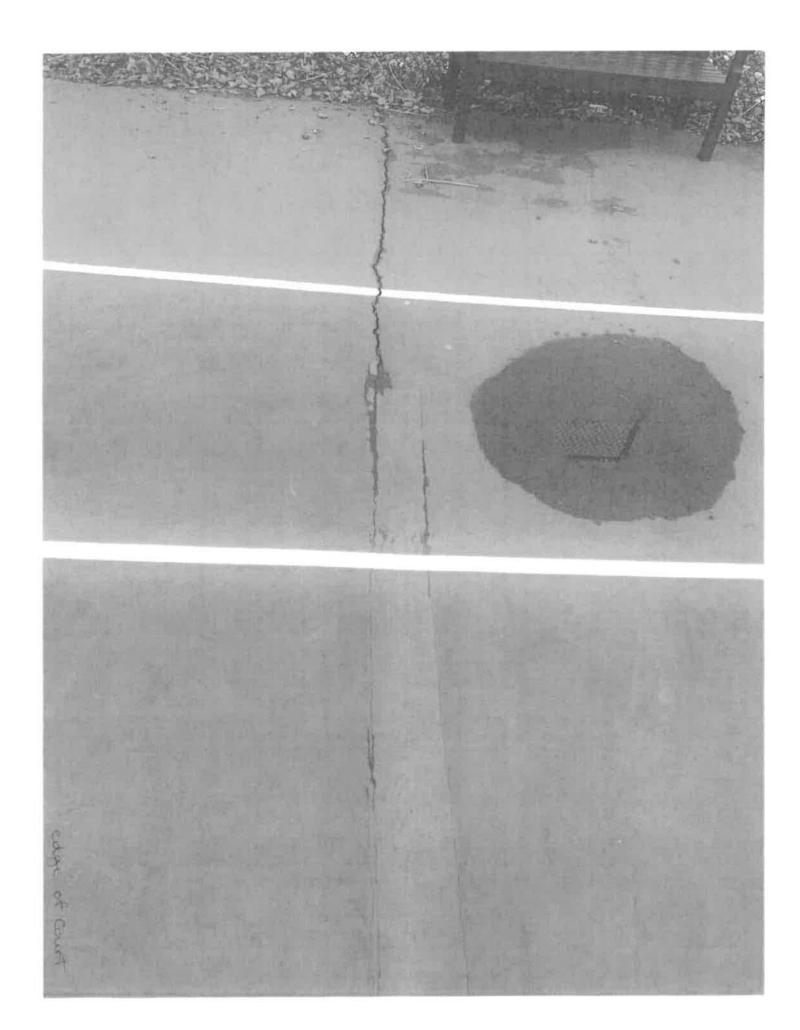
### SCOPE OF WORK

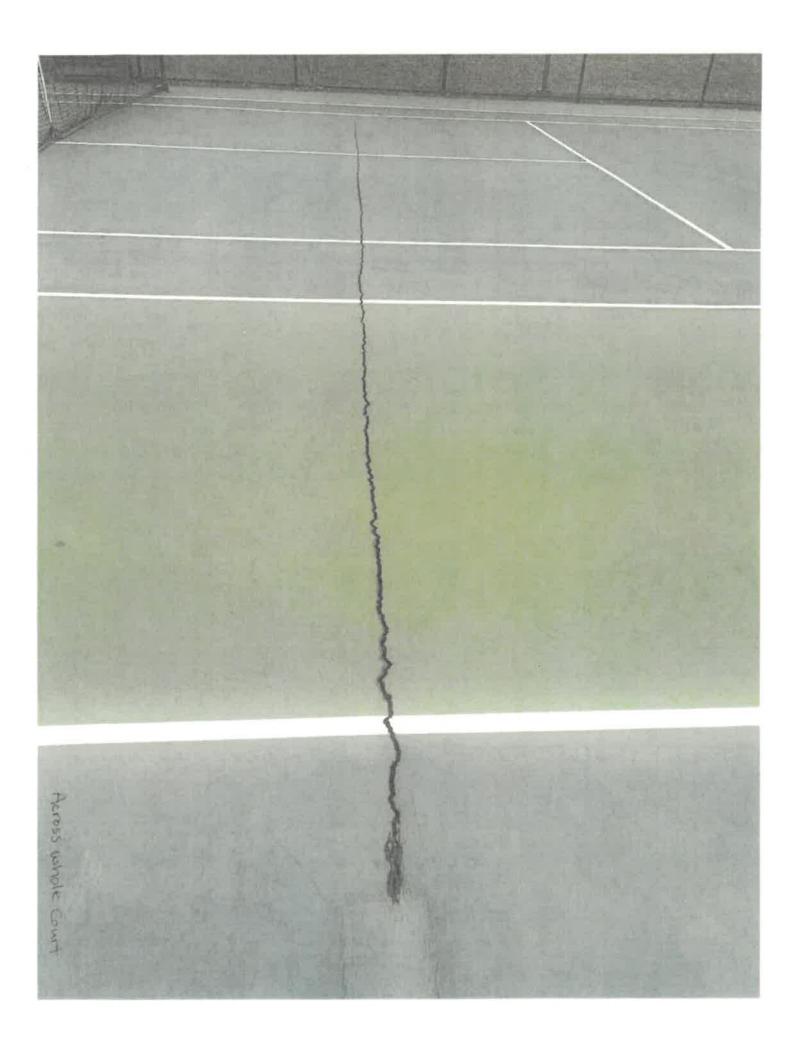
\*Crack Repair & Resurface

- 1. Powerwash existing surface remove old repair
- 2. Supply/Install ~150 LF of Riteway crack repair
- 3. Resurface with 3 coats of NovaSport acrylic paint

**Budgetary Estimate:** 

\$37,225.00









Court Resurfacing & Maintenance Services
A ProsToYou Company
www.prostoyou.com
www.level10s.com

Project: Tennis Court Repair & resurfacing

| Facility/Customer | Oak Creek Club Homeowners Association | Contact | Moriah Benjamin                   |
|-------------------|---------------------------------------|---------|-----------------------------------|
| Site Address      | 14505 Mary Bowie Parkway              | Phone   | (301) 390-1721                    |
| City/State        | Upper Marlboro, MD 20774              | Email   | Assistantmgr@oakc<br>reekclub.com |
| Job Name          | Tennis Court Repair & resurfacing     | Date    | 6/12/24                           |

THIS AGREEMENT made and entered on the date listed above, by L10 Athletics. WHEREAS, owner "Oak Creek Club" desires to hire L10 Athletics to perform repair, restoration, and/or installations located at the above referenced site. In consideration of the foregoing and the mutual promises contained in this Agreement, both parties agree to all terms, conditions and specifications listed in this agreement.

Option 1 - Crack Repair Only

### Scope of Work:

- 1. Clean, fill and patch structural cracking (100ft) by using patch binder and riteway material or polyester crack repair system.
- 2. Repairs will be scraped to even repaired area with remainder of the surrounding court
- Patched areas will be touched up with court paint. Colors will not fully blend into existing courts as the new coats will stand out against the rest of the original court surface.

Cost: \$8,950.00

| Option 2 - Repair & Resurfacing  |
|--|
| <ol> <li>Scope of Work:         <ol> <li>Powerwash entire court surface (2 courts) to ensure proper adhesion of resurfacing material</li> <li>Clean, fill and patch structural cracking (100ft) by using patch binder and riteway material or polyester crack repair system.</li> <li>Apply (1) coat of Acrylic Resurfacer which reduces surface porosity allowing for application of an even, full depth color, playing surface over the entire surface.</li> <li>Application of the color coat system shall be Premier Color System applied in 2 coats. The material is a 100% acrylic binder, fully pigmented, highly resistant to weather and ultraviolet degradation. Color recommendation: "US Open" Blue/Green</li> <li>Apply white tennis lines over (1) tennis court</li> </ol> </li> </ol> |
| Cost: \$38,895.00  |
| Payment Terms:   |
| 75% due upon acceptance of proposal.   |
| Balance due upon completion of stated work.  |
| Acceptance of Proposal:  |
| Customer's Name  |
|  |
| Date:  |
| Customer's Signature   |
|  |
|  |
|  |
|  |
|  |
|  |

### Terms & Conditions:

Job (scope of work) will be performed in 2024 at a mutually agreed upon timeframe. It is agreed that the scope of work described above in writing constitutes the entire agreement between the two parties. Any additional work requested will require the execution of a written change order (meaning a new proposal/agreement will need to be drafted and re-signed by both parties if there is a change of the work order). No employee, agent or salesperson is permitted to add to or alter this Agreement. Any promises, expressed or otherwise, not contained in this written Agreement will not be considered. Due to the changing nature of asphalt and/or the original foundation not installed by L10 Athletics, this proposal does not include any warranty for the scope of work completed at no point after the completion of the work. Only the work included in this Agreement shall be performed for the contract price stated herein. In the event a change order causes delay or loss in production or additional mobilizations L10 Athletics may elect to charge a reasonable fee for labor and fuel. In addition, unless specified in the scope of work, this agreement does not include completely eliminating any existing cracks, sinkholes, low spots and dead spots, and uneven surfaces. All agreements are contingent upon strikes, accidents or delays beyond our control, Owner to carry fire, tornado, wind, vandalism, theft and other necessary insurance. Additional mobilizations required beyond the control of L10 Athletics will be billed as an increase. This proposal is based on having adequate access to all areas of our work for necessary trucks and equipment.

This Proposal/Contract ("Contract") shall be binding only when signed by an authorized representative from L10 Athletics, herein referred to as "L10 Athletics," and by an authorized representative from your firm, hereinafter referred to as either "Owner" and/or "Customer." This "Contract" constitutes the entire agreement between the parties, there being no covenant, promise or agreement, written or oral, except as specified herein.

SITE CONDITIONS: It is understood that there will be on-going construction on site during the time the scope of work is in progress. The Owner is responsible for making sure adequate access is available for L10 Athletics to perform their work and will maintain safe access to the Work site at all times. If, in the course of performing the scope of Work, L10 Athletics is impeded by site conditions caused by others, L10 Athletics shall notify the Owner of such conditions and the Owner shall take immediate actions to correct any/all site problems, at Owner's expense.

CONCRETE QUALIFICATIONS AND EXCLUSIONS: L10 Athletics will not be responsible for any wiring, piping, conduit, sprinkler lines, sprinkler heads, post tension cable or any other unknown conditions that are within or below the concrete. L10 Athletics will take every precaution to avoid damaging underground lines but cannot assume responsibility for any damage. It is the responsibility of property management to locate any utilities in the proposed work area. L10 Athletics will not be responsible for vandalism to freshly poured concrete, damage to concrete as a result of application of ice melt or color variation due to existing and new surface conditions. L10 Athletics does not warranty the work completed against cracking or heaving over the winter due to freezing and thawing.

HAZARDOUS MATERIALS: L10 Athletics specifically disclaims any liability and/or responsibility for any existing or future hazardous materials on the property and/or

hazardous material violations pursuant to any Federal, State and/or Municipal ordinance and/or common law tort/contract theory regarding and/or any amendments and/or change orders. The Owner, where L10 Athletics specifically warrants that the subject property is free of hazardous material, agrees to indemnify and hold harmless L10 Athletics and its subcontractors from any claims, suits, settlements and/or judgments which may be filed, assessed, settled by agreement and/or entered plus all costs, expense and attorney's fees actually incurred in the investigation, defense, settlement and/or satisfaction thereof.

DAMAGES: L10 Athletics is not responsible for damage(s) due to strikes, fires, accidents, acts of God or any other causes beyond L10 Athletics control. If L10 Athletics is delayed at any time by an act, breach or neglect as a result of the Owner or Owner's Agent, or from an employee of either, or by a separate contractor engaged by the Owner, or by changes in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond L10 Athletics's control, then the Approximate Date of Completion shall be extended by a reasonable period of time to reflect the time L10 Athletics was so delayed. It is also understood that L10 Athletics must use heavy trucks and equipment in the performance of the work. L10 Athletics is not responsible for damage(s) to surrounding asphalt or concrete due to the use of these vehicles during normal construction activities.

BREACH OF CONTRACT: In the event that the Owner is in breach of this "Contract," and such breach is not cured within five (5) days written notice from L10 Athletics, in addition to any other remedies which L10 Athletics may have under law or equity, L10 Athletics may elect to either suspend or terminate its obligation to further perform any of its obligation under this Agreement, and shall be immediately paid for all Work performed L10 Athletics up to the time of such election does not cover any situations arising from normal wear and tear, negligence, misuse, abuse, vandalism and/or acts of God. The appearance or reappearance of surface and/or structural cracking or any conditions caused by settlement and/or standing water are not covered. L10 Athletics does not warranty cracks repaired. In the event that the Owner is in breach of this "Contract," Owner will be liable for all attorney fees that may be incurred to L10 Athletics as related to this "Contract.".

WEATHER: Due to the temperature and climatic conditions, resurfacing work cannot occur when it is less than 65 degrees Fahrenheit, or when rain is imminent. The timing of the work to be performed must consider the forecast in the days leading up to said work performed and days after said work was scheduled to be completed. Temperature and weather conditions must be satisfactory to L10 Athletics before work begins, during the work is in progress, and after the work is completed to ensure quality results for the Customer/Owner.

PERMITS: Permits, if necessary, to be obtained by and paid for by others.

ACCESS: L10 Athletics will be using heavy trucks and equipment to perform the work set forth in this proposal. Proper access to be provided by Customer, or Customer's representative. L10 Athletics is not responsible, and Customer agrees to hold L10 Athletics harmless for all damage(s) incurred by mobilization through provided access, and to any unavoidable disturbance to the area adjacent to the work (or access route), unless specifically provided for in this contract.

The cost to repair any unforeseen failure of the existing sub- base, base, surface or fence

system that is encountered during the execution of this contract, will be charged to the Customer on a time plus materials basis. Customers will be responsible for prohibiting access on Athletics by the general public, animals, wildlife, employees, club members and others during performance of our work. Any damages resulting from persons other than employees of L10 Athletics shall be the responsibility of the Customer.

VEGETATION: Vegetative growth on and around the court area to be removed by Owner, prior to commencement of work. The cost of the removal and or treatment of such vegetative growth shall be paid for by Owner.

MOBILIZATIONS: Quoted price is based upon performing the proposed scope of work in the allotted mobilization(s). Any additional mobilization(s) that are required due to negligence, oversight, or misrepresentation by the Customer (or Customer's representative) or due to events beyond the control of L10 Athletics shall result in an increased charged determined by L10 Athletics, to be paid by the Customer. This additional charge will be computed, and subsequently authorized by the Customer (or Customer's representative) prior to any re-mobilization.

CONDITIONS: This proposal, when executed by the Customer, shall be a binding and enforceable contract between the Customer and L10 Athletics. In the event the Customer accepts this proposal, but requires L10 Athletics to execute a separate written contract, the Customer agrees that this proposal will be incorporated by reference into and become a part of the separate written contract, and if there are any conflicts between the terms of the separate written contract and this proposal, the terms of this proposal shall prevail. L10 Athletics shall not be responsible for the unavailability of supplies/materials or for any delays or delay damages caused by said unavailability of supplies/materials when the shortage is caused by an event beyond L10 Athletics's control. In the event L10 Athletics's work is impacted, delayed and/or accelerated due to an event or events beyond L10 Athletics's control, L10 Athletics shall be entitled to recover impact, delay and/or acceleration controversy or claim arising under, or relating to this proposal, or the breach thereof, shall be settled by arbitration if L10 Athletics, in its sole discretion elects to arbitrate the controversy or claim in lieu of litigation. If L10 Athletics elects to arbitrate; Subcontractor expressly consents to arbitration in Montgomery County, Maryland, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any award rendered in any arbitration arising out of a dispute regarding the work of this proposal, shall be enforceable in the circuit court of any county in the State of Maryland. If L10 Athletics in its sole discretion elects to regarding the work of this proposal, it shall be enforceable in the circuit court of any county in the State of Maryland. If L10 Athletics in its sole discretion elects to waive arbitration, any controversy or claim shall be resolved by formal litigation in a court of competent jurisdiction in the State of Maryland, and the Customer consents to the personal jurisdiction of the State of Maryland. In the event of litigation, owner will be responsible for all attorney fees for both L10 Athletics and Customer. This proposal shall be construed in accordance with the laws of the State of Maryland. The Owner agrees to pay 5% interest per month (21% annual rate) on any unpaid balance(s) over 30 days from the date indicated on the invoice. In the event that L10 Athletics incurs collection costs on any past due monies, Owner agrees to pay reasonable attorney's fees and any other collection costs incurred by L10 Athletics.



### **CONTRACTOR OF THE YEAR**



### **Proposal Number**

02379-1

### Oak Creek Club

14505 Mary Bowie Pkwy Upper Marlboro, MD, 20774

### Client

Oak Creek Club 14505 Mary Bowle Pkwy Upper Marlboro, MD

### Contact

tandrews@oakcreekclub.com TaShawn Andrews

5/16/2024

Oak Creek Club Tennis Court Proposal (Crack Repair & Sport Coating)

Office Info

contactus@finleyasphalt.com 703-293-5169 Relationship Manager

joe@finleyasphalt.com 301-276-1506 Cell Address

PO Box 1710 Manassas, VA 20108



### **Proposal Number**

02379-1

Prepared for: Oak Creek Club

### PROPOSAL

Dear TaShawn Andrews,

Thank you for the opportunity to provide a proposal for our services. If you have any questions, please do not hesitate to contact me.

Please click the following link below: to view/print/save your proposal.

If you have difficulties clicking the link, copy and paste this link into your browser address bar.

Best Regards,

Joe Wolfrey
Relationship Manager
Finley Asphalt & Concrete
https://www.finleyasphalt.com/



### **Proposal Number**

02379-1

Prepared for: Oak Creek Club

### PROPOSAL

### TENNIS COURT CRACK REPAIR, SPORT COATING, & LINE PAINTING

- A) Clean all severely stained areas by means of a high-pressure power wash system to allow for the proper bonding of all new materials. The Owner is responsible to supply water.
- B) Clean and fill cracks. NOTE: Cracks underneath or around fence line will not be addressed due to access issues.
- C) Patch several low areas with PREMIER COATINGS® Leveling Compound to minimize any ponding and "birdbaths". (NOTE: Due to the existing irregularity of the court surface, and the limitations of the leveling compound, we cannot guarantee to remove all of the standing water.)
- D) Furnish and Install Riteway Crack Repair System (up to 200'). NOTE: Due to the different expansion rates of the repair system and the color coating material, hairline cracks may develop and are not covered under warranty.
- E) Furnish and install three (3) coats of PREMIER COATINGS® Acrylic Color Sealer, the 100% acrylic color-indepth surfacing system in the color(s) of your choice, over court surface. CERTIFIED MINORITY BUSINESS ENTERPRISE

| F) Layout, tape and hand paint two (2) sets of tennis playing lines with PREMIER COATINGS® Acrylic Line Paint. |
|--|
|  |
| Price: \$31,650.00   |

TOTAL PRICE OF THIS PROPOSAL AS PRESENTED:

\$31,650.00



Sincerely,

### Proposal Number

02379-1

Prepared for: Oak Creek Club

### **AGREEMENT**

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the material costs and published indexes as of the date of this Proposal. Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by the purchaser as though a written change order were approved and signed by both parties. Finley Asphalt & Concrete proposes to furnish material and labor to perform the work outlined herein for the sum of:

### \$31,650.00, THIRTY-ONE THOUSAND, SIX HUNDRED FIFTY DOLLARS AND ZERO CENTS

Payment is to be made as follows: • 100% upon completion

This proposal is valid for thirty (30) days from the date written above. The proposal is subject to the terms and conditions enclosed, attached, and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for the return of the original documents to us.

| •  |   |
|--|---|
| Joe Wolfrey, Relationship Manager  |   |
| ioe@finleyasphalt.com<br>Cell: 301-276-1506  |   |
| pricing for each scope(s), exclusions, customers' re<br>and authorize Finley Asphalt and Concrete to proce   | read the entire proposal including; scope(s) of work, esponsibilities, terms, and conditions, of this proposal led with the work as identified in this proposal/contract, e performed, by Finley Asphalt and Concrete, until a on and signed. |
| I/we understand that if any additional work is requir<br>"Change Order" must accompany this proposal, be<br>all attachments and "terms and conditions" that ma | fore proceeding with additional work. Note: Please see  |
| Note: If the customer provides their own contract, tincluded, as an exhibit, in their contract.  | his entire proposal and "terms and conditions" MUST be  |
| Purchaser:   | Title:  |
| Printed Name:  | Date:   |
|  |   |



### **Proposal Number** 02379-1

Prepared for: Oak Creek Club

### TERMS & CONDITIONS

The following terms and conditions are between Finley Asphalt & Concrete, a Pave America company, (Contractor or FAC) and the purchaser (The person, company, or agent who executes the proposal)

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.

FAC will typically arrive at the project site by 7 AM. It is the responsibility of the owner, or manager, to notify tenants, postal service, trash service, etc., of the proposed work dates and times. FAC recommends that the tow truck is on-site, or on standby, 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 the agreed-upon start time, additional fees may apply to the customer.

Public Utilities: FAC will contact Miss Utility to locate and mark all public utilities, prior to commencing work that involves intrusive sub-base work.

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 damage caused to private utilities not identified and marked, prior to our arrival.

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 the customer agrees to pay. If full payment including late charges has not been received within 60 days, the account will be turned over for collection, and the customer agrees to pay for all collection fees, including attorney costs, court costs, and any other collection costs incurred by the contractor.

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.

If unsuitable materials are encountered (I.E. paving fabric, contaminated materials, etc.) and deemed by the 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 the customer agrees to pay all associated costs for the trucking and disposal.

When paving handicapped 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 handicapped parking areas that exceed ADA guidelines if the customer instructs FAC to pave areas regardless of guidelines.

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.

FAC, Inc. will make every effort to replace any existing speed bumps or install new speed bumps, with a 1" variance in height.



### Proposal Number 02379-1

Prepared for: Oak Creek Club

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 footprints.

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

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.

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.

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".

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.

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 any way 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.

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, which will be added to the outstanding balance, for accepting a credit card payment.

Vehicle Towing: FAC requires that the customer have the work zone completely vacant, of vehicles, upon our arrival at 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 the 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, and the customer agrees to reimburse FAC, Inc. for any such towing/relocation expenses.



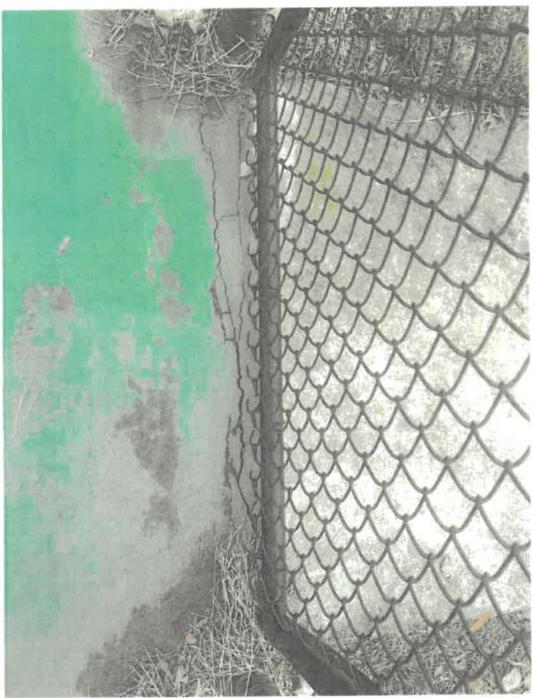
#### **Proposal Number** 02379-1



**Tennis Court** 



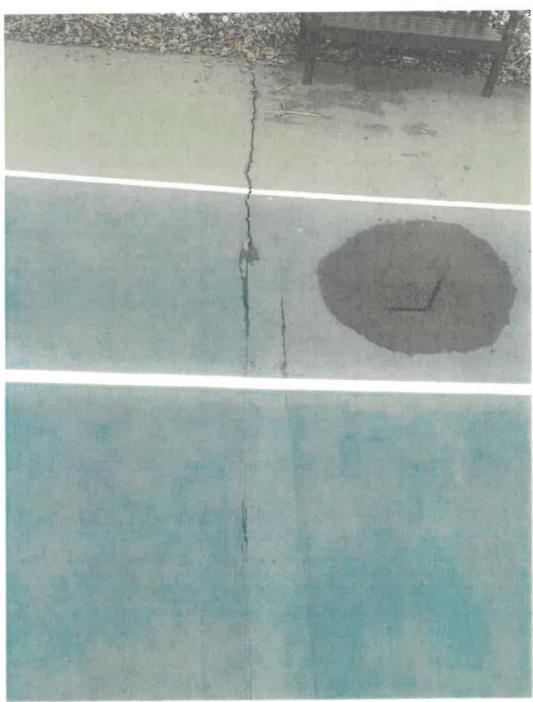
02379-1



IMG-3021



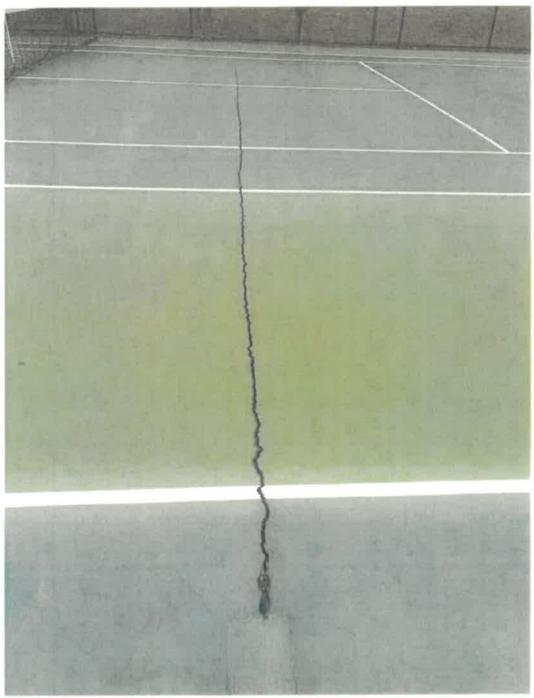
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02379-1



IMG-3023



02379-1



IMG-3024

#### EST. 1945



#### FORMERLY AMERICAN TENNIS COURTS

#### CERTIFIED MINORITY BUSINESS ENTERPRISE

TO: Oak Creek Club HOA

14505 Mary Bowie Parkway

June 3rd, 2024 DATE:

Upper Marlboro, MD 20774

ATTN: Ms. Moriah Benjamin

EMAIL: assistantmgr@oakcreekclub.com

FROM: CJ Gerbes

MOBILE: (443) 608-3256

RE: Tennis Court repair proposal @ Oak Creek Club HOA - Two (2) Tennis Courts

TOTAL NUMBER OF PAGES (Including Cover Sheet): 4

Ms. Benjamin:

We are pleased to submit to Oak Creek Club HOA (the "Customer") the following alternate proposals to perform the work specified therein, at the above referenced project.

#### ALTERNATE ONE: CRACK REPAIR AND SPOT COLOR COATING (CRACKING BY GATE ENTRANCE TO BE INCLUDED)

- A) Clean & fill existing crack running across the tennis courts. NOTE: REPAIRS NOT TO EXCEED 110 LINEAR FEET OF CRACKING.
- B) Furnish and install the ARMOR® Crack Repair System over structural crack running across the tennis courts. NOTE: FENCE POST FOOTER CRACKS AND CRACKS UNDERNEATH THE FENCE LINE CANNOT BE REPAIRED WITH MESH SYSTEM.
- C) Furnish and install three (3) coat(s) of PREMIER COATINGS® Acrylic Color Sealer, 100% acrylic color-in-depth surfacing system in the standard color(s) of your choice, OVER REPAIRED AREAS ONLY. NEW COLOR WILL NOT MATCH EXISTING COLOR EXACTLY, AND WILL BE NOTICEABLY DIFFERENT.

D) Touch up Tennis Court playing lines as necessary.

#### ALTERNATE ONE PRICING: \$10,720.00

## ALTERNATE TWO: CRACK REPAIR AND SPOT COLOR COATING (CRACKING BY GATE ENTRANCE TO BE INCLUDED). THIS ALTERNATE INCLUDES REPLACEMENT OF TENNIS NETS.

- A) Clean & fill existing crack running across the tennis courts. NOTE: REPAIRS NOT TO EXCEED 110 LINEAR FEET OF CRACKING.
- B) Furnish and install the ARMOR® Crack Repair System over structural crack running across the tennis courts. NOTE: FENCE POST FOOTER CRACKS AND CRACKS UNDERNEATH THE FENCE LINE CANNOT BE REPAIRED WITH MESH SYSTEM.
- C) Furnish and install three (3) coat(s) of PREMIER COATINGS® Acrylic Color Sealer, 100% acrylic color-in-depth surfacing system in the standard color(s) of your choice, OVER REPAIRED AREAS ONLY. NEW COLOR WILL NOT MATCH EXISTING COLOR EXACTLY, AND WILL BE NOTICEABLY DIFFERENT.
- D) Touch up Tennis Court playing lines as necessary.
- E) Furnish and install two (2) Douglass Tournament Tennis Nets.

#### **ALTERNATE TWO PRICING: \$11,530.00**

NOTES: PROPER ACCESS TO BE PROVIDED BY OTHERS. WATER SUPPLY TO BE PROVIDED BY OTHERS. THE ABOVE PRICING IS FOR THE LISTED ITEMS ONLY. NO OTHER ITEMS ARE INFERRED OR IMPLIED AND NO OTHER ITEMS, WHETHER IN THE SPECIFICATIONS OR DRAWINGS, WILL BE PERFORMED FOR THESE ITEM PRICES. IF SPOT REPAIR OPTION IS CHOSEN, WE WILL SOUARE OFF THE NEW COATINGS AND ATTEMPT TO MINIMIZE COLOR DIFFERENCES, HOWEVER NEW REPAIRS WILL BE NOTICEABLE DIFFERENT (AND FADE OVER TIME TO BLEND BETTER).

#### CONDITIONS

Permits, if necessary, to be obtained by and paid for by others. ATC CORP will be using heavy trucks and equipment to perform the work set forth in this proposal. Proper access to be provided by Customer, or Customer's representative. ATC CORP, is not responsible and Customer agrees to hold ATC CORP, harmless for all damage(s) incurred by mobilization through provided access, and to any unavoidable disturbance to the area adjacent to the work (or access route), unless specifically provided for in this contract. Landscaping, seeding, sodding, or topsoil not included in base bid. The cost to repair any unforeseen failure of the existing subbase, base, surface or fence system that is encountered during the execution of this contract is not included in the above pricing. Vegetative growth on and around track area is to be treated with herbicide and/or removed by others, prior to commencement of work. The cost of the removal and or treatment of such vegetative growth shall be paid for by others. Quoted price is based

upon the paving being delivered to ATC CORP, in acceptable condition. Due to the temperature and climatic conditions, the surface may not be installed when the ambient temperature is less than 80 degrees Fahrenheit, or when rain is imminent. Quoted price is based upon performing the proposed scope of work in a single mobilization. Any additional mobilization(s) that are required due to any negligence, oversight, or misrepresentation by the Customer (or Customer's representative) or due to events beyond the control of ATC CORP, shall result in an additional charge to be paid by the Customer. This additional charge will be computed, and subsequently authorized by the Customer (or Customer's representative) prior to any re-mobilization. Customer will be responsible for prohibiting access on the track and events by general public, animals, wildlife, employees, school personnel and others during performance of our work. Any damages resulting from persons other than employees of ATC CORP, shall be the responsibility of Customer. This proposal, when executed by the Customer, shall be a binding and enforceable contract between the Customer and ATC CORP, In the event the Customer accepts this proposal, but requires ATC CORP, to execute a separate written contract, the Customer agrees that this proposal will be incorporated by reference into and become a part of the separate written contract, and if there are any conflicts between the terms of the separate written contract and this proposal, the terms of this proposal shall prevail. In the event that Customer maintains ATC CORP, is not complying with the terms and conditions of this proposal, it shall immediately provide written notice to the ATC CORP, representative who has signed below of the basis of ATC CORP's non-compliance with the proposal, and/or any other problems concerning ATC CORP's performance of its work. Notification to any other individuals shall not be binding on ATC CORP. Any claim for back-charges must be submitted in writing to the ATC CORP, representative who has signed below within five (5) calendar days of said occurrence or such claim shall be deemed waived by Customer. ATC CORP, shall not be responsible for the unavailability of supplies/materials or for

any delays or delay damages caused by said unavailability of supplies/materials when the shortage is caused by an event beyond ATC CORP's control. Any controversy or claim arising under, or relating to this proposal, or the breach thereof, shall be settled by arbitration if ATC CORP, in its sole discretion elects to arbitrate the controversy or claim in lieu of litigation. If ATC CORP, elects to arbitrate; Subcontractor expressly consents to arbitration in Baltimore County, Maryland, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any award rendered in any arbitration arising out of a dispute regarding the work of this proposal, shall be enforceable in the circuit court of any county in the State of Maryland. If ATC CORP, in its sole discretion elects to waive arbitration, any controversy or claim shall be resolved by formal litigation in a court of competent jurisdiction in the State of Maryland and the Customer consents to the personal jurisdiction of the State of Maryland. This proposal shall be construed in accordance with the laws of the State of Maryland. Unless otherwise agreed to by ATC CORP, acceptance of this proposal requires that the Customer sign, date and return the executed proposal to ATC CORP, so that it is received by ATC CORP, within 30 days of the date of the proposal. The price(s) in this proposal is/are valid for a period of 30 days from the date of the proposal, and if this proposal is not accepted by the Customer within such time frame, this proposal shall be deemed null and void. The price(s) in this proposal was/were calculated based upon the assumption that the work set forth herein would be completed within 30 days of acceptance of the proposal. In the event that this proposal is accepted, but ATC CORP is not able to perform the work of this proposal within such a timeframe, for reasons beyond the reasonable control of ATC CORP, ATC CORP shall be entitled to additional compensation associated with any delays or price increases that are caused by such delay in the performance of its work.

#### **GUARANTEES**

We will guarantee for the period of one (1) year from the date of substantial completion, against any defects in materials or workmanship. Warranty does not cover any situations arising from normal wear and tear, negligence, misuse, abuse, vandalism and/or acts of God. The appearance or reappearance of surface and/or structural cracking or any conditions caused by settlement and/or standing water are not covered.

#### **PAYMENT TERMS**

30% deposit due at signing of proposal and remainder of balance due once the project is completed. If Customer fails to pay ATC CORP in accordance with the payment terms set forth in this proposal, ATC CORP shall be entitled to, but not obligated to, suspend its work and/or terminate its contract with the Customer, if the Customer fails to pay invoices when due. In the event of such a suspension or termination by ATC CORP, ATC CORP shall have no obligation to the Customer for the resolution of uncompleted work. In the event of such a suspension or termination by ATC CORP, Customer agrees to defend and indemnify ATC CORP from any and all claims, causes of action or damages resulting from the suspension or termination. In the event of suspension by ATC CORP, Customer agrees that if ATC CORP is subsequently directed to remobilize to the project, ATC CORP shall be entitled to a remobilization fee, which shall be determined by ATC CORP and is to be paid prior to any remobilization as well as any impact, delay and/or acceleration damages, including but not limited to extended home office and field overhead. Customer agrees to pay ATC CORP in full, including retainage (if applicable); within 30 days after the work set forth in this proposal has been completed.

If you have any questions, or if I can be of further service to you, now or in the future, please do not hesitate to contact me at 443-608-3256.

Very Truly Yours,

CJ Gerbes

| ATC CORP<br>CJ Gerbes |                    |
|-----------------------|--------------------|
| Customer Signature:   | Printed Name:      |
| Title:                | Date:              |
| PLAYING AREA COLOR:   | BORDER AREA COLOR: |
| ALTERNATE ONE:        | ALTERNATE TWO:     |

#### Estimates RE: Meeting Recording (Minute Taking) Vendors

#### Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Brandon Butler, CMCA® - Assistant General Manager

Date: Friday, March 28, 2025

Re: Selection of Meeting Recording Services (Minute Taking) Vendor for Board of Director and/or

Town Hall Meetings.

**Suggested Motion:** "I move to approve working with Professional Document Service in the base service amount of approximately \$295.00 per meeting for the Recording of Meeting Minutes to cover Board Meetings (and/or) Town Hall Meetings to be expensed **from the line-item Professional Services."** 

**Discussion:** Please see estimates and sample minutes from each vendor attached. Cost & Services comparison chart below.

**Summary**: Using a professional minute taking service for HOA board meetings enhances the accuracy, consistency, and legal reliability of meeting records. Trained, professional minute takers ensure that key motions, discussions, and decisions are captured objectively and without bias, creating clear and consistent documentation that can serve as a vital legal reference if needed. This allows board members and managers to stay fully engaged in discussions without the distraction of notetaking, resulting in more productive and focused meetings. Professionally prepared minutes also promote transparency and accountability, building trust among homeowners and demonstrating the board's commitment to responsible governance. Additionally, these services ensure timely delivery and proper organization of minutes, supporting efficient record-keeping and accessibility.

Proposals were sought from three vendors offering action-based minute taking services: Minute Solutions, Professional Document Service, and Minute Services LLC. Following a review of their proposals, it is recommended that Oak Creek Club engage Professional Document Services (PDS) as its selected service provider.

PDS offers a straightforward flat-rate pricing model of \$295 per virtual meeting and \$270 per recorded meeting, which is well suited to our board's average 3-hour meeting length. This flat rate eliminates the variability of hourly billing, making budget planning more predictable than with the other two vendors. Additionally, PDS provides structured scheduling by automatically assigning a

minute taker for meetings held on the second Tuesday of each month, helping reduce administrative follow-up. Their package includes two rounds of revisions, draft delivery within 10 business days, and a simple 30-day cancellation clause, offering both flexibility and reliability.

Compared to other proposals, Minutes Solutions is similarly priced but charges hourly, which may result in less predictable monthly costs and requires more direct oversight for scheduling. While Minutes Services LLC offers strong technical infrastructure, it is significantly more expensive at \$450 per 3-hour virtual meeting, making it less cost-effective for Oak Creek's needs.

PDS's specialization in HOA documentation, flat pricing, and consistent scheduling make them a strong fit for Oak Creek's ongoing governance needs. It is recommended that the board approve a contract with PDS, selecting either the 9-month or 21-month term, with the latter offering a modest discount.

#### **HOA Minute Taking Services – Proposal Comparison**

| <u>Category</u>                                     | Minutes Solutions                                    | Professional Document Service (PDS)  | Minutes Services LLC                                   |
|---|--|--|--|
| Meeting Types Covered                               | Board, Committee, Budget,<br>Annual, Town Hall       | Board, Annual, Town Hall   | Board, Committee, Annual, Special,<br>Organizational   |
| Delivery Time                                       | 5 business days (live), 10 days (recorded)           | 10 business days (draft), plus revisions   | 5 business days (draft), 2 days for final after edits  |
| Revisions Included                                  | 1 round included                                     | 2 rounds of minor revisions included   | Unlimited minor edits at no extra cost                 |
| Virtual Meeting Price                               | \$150 for first hour; +\$35 per additional 30 min    | \$295 per meeting (live electronic service)  | \$150 per hour (flat rate)                             |
| Recorded Meeting Price                              | \$150 for first hour; +\$35 per<br>additional 30 min | \$270 per meeting  | \$120 per hour (flat rate)                             |
| In-Person Meeting Price                             | Not offered  | Not offered  | \$400 for first 2 hrs; +\$100 per<br>additional 30 min |
| Estimated Cost for 3-<br>Hour Meeting (Virtual)     | \$290  | \$295 (flat)   | \$450  |
| Estimated Cost for 3-<br>Hour Meeting<br>(Recorded) | \$290  | \$270 (flat)   | \$360  |
| Storage Options                                     | Unlimited free storage                               | Not specified  | Optional encrypted cloud storage (\$4/month)           |
| Expedited Delivery                                  | 3-day delivery: \$75                                 | Not specified  | Final edits returned in 2 business days                |
| Add-On Services                                     | Action/motion lists, custom format, bilingual, etc.  | None listed  | Zoom hosting, secure storage, template support         |
| Overage Charges                                     | +\$35 per additional 30 minutes                      | ttes \$30–\$35 per 30 min; increases \$100 per 30 min (in-person by \$5 each interval rate otherwise |  |
| Cancellation Policy                                 | <24 hrs notice: \$150 fee                            | <4 hrs notice: \$100 fee; <30 days full contract cancels: 1 meeting fee                              | <24 hrs notice: 1-hour fee                             |

| Contract Term Options | No commitment required | 9-month or 21-month term (with 3% discount) | No fixed term; pricing valid for 60 days |
|-----------------------|------------------------|---|--|
| Discounts Offered     | None listed            | 3% discount for 21-month                    | 10% off for nonprofits/gov't and in-     |
|                       |                        | term  | person MD/VA mtgs                        |
| Storage Duration      | Unlimited              | Audio deleted after 60 days                 | Audio/video deleted after 30 days        |
|                       |                        | unless requested (\$30 fee)                 | unless archived                          |

**Management Recommendation**: It is recommended that the board approve a contract with Professional Document Service, selecting either the 9-month or 21-month term, with the latter offering a modest discount.

**Action Needed:** Board to review and approve estimate to determine if they would like to move forward.

As of 3/31/2025 there was approximately \$3,154.00 remaining out of the FY2025 operating budgeted amount of \$3,504.00 in line-item Professional Fees.

# Oak Creek Club Homeowners Association

Mar 21, 2025

Proposal for Minutes Solutions' professional minute-taking services





#### Why You Need a Professional Minute Taker

#### Save Time

Taking minutes and managing revisions is extremely time-consuming. Leave it to a professional so managers and board members can focus on their core responsibilities.

#### **Impartiality**

Instill confidence in your residents and directors with objective third-party minute-takers.

#### Focus on the Meeting

Your meetings are too important to risk participants being distracted by taking minutes.

#### **The Minutes Solutions Advantage**

Minutes Solutions was founded in 2014 and has shown continual growth based on quality, customer service, attention to detail, and the understanding that every organization is unique. We've documented over 50,000 meetings for more than 4,000 communities and organizations across North America, **including the Community Associations Institute**. We are condominium and HOA experts with extensive experience serving communities of any size and type.

#### **Confidential**

Privacy is our top priority. Your information always remains private and secure. All our staff operate under strict non-disclosure agreements.

#### First-Class Minute Takers

Our team of more than 150 minute takers are all based in Canada or the US and undergo stringent screening, testing, and training to ensure we maintain the highest standards in the industry. We know what to include and what to exclude in proper meeting minutes.

#### **Prompt**

Timeliness is crucial and allows action items to be completed quickly. We operate on firm deadlines, which can be expedited upon request.

#### **Affordable**

We offer competitive pricing with no long-term commitment required. Try our services for your next meeting without further obligation.

#### **Customer Service**

With our dedicated Customer Success team, our **perfect 5-star Google reviews rating** is no surprise.

#### **Professional Editing**

Every set of minutes is reviewed by a professional editor and our Quality Assurance team.

#### <u>Compliant</u>

We assist in meeting compliance requirements, helping to protect you from liability.

#### **Revisions Are Included**

If you require any changes, we'll take care of the first round of revisions at no extra cost, so your minutes are perfect.

#### **Unlimited Free Storage**

We store your completed minutes securely at no extra cost, so you'll never have minutes go missing again.



### **Minute Taking Services**

2025 Rates

#### **Virtual Services**

Meetings Attended Virtually or Recorded Meetings

#### **Board of Directors, Committee & Budget Meetings**

Up to 1 hour \$150 1 - 4 hours +\$35/half hour

#### **Annual Meetings & Town Halls**

Up to 1 hour \$265 1 – 4 hours +\$35/half hour

#### **Additional Services and Fees**

| • | Custom Format                  | \$50 | • | Add-on Meeting (up to 30 mins)    | \$115   |
|---|--------------------------------|------|---|-----------------------------------|---------|
| • | Separate Action Item List      | \$25 | • | 3 Business Day Delivery           | \$75    |
| • | Separate Motions List          | \$25 | • | Meeting Booked with <24hrs Notice | \$75    |
| • | Separate Restricted Records    | Free | • | Cancellations with <24hrs Notice  | \$150   |
| • | First Round of Revisions       | Free | • | Bilingual Minute Taker            | \$100   |
| • | Subsequent Rounds of Revisions | \$25 | 0 | Meeting Moderation/Zoom Room      | Inquire |

#### **Details**

- Turnaround time is 5 business days for live meetings; up to 10 business days for recordings.
- Incremental charges after I hour are per half hour or part thereof.
- Meetings over 4 hours are subject to different pricing.
- Pricing includes one set of minutes per meeting.
- For Verbatim Transcription services, please inquire for pricing and details.
- Payment terms are net 30. Late payments will be charged interest at 3.5% per month.
- All pricing in USD.



#### LIBERTY SQUARE CONDOMINIUM 900 MASSACHUSETTS AVENUE NORTHWEST WASHINGTON, DC

## MINUTES OF THE BOARD OF DIRECTORS MEETING VIA TELECONFERENCE FEBRUARY 26, 2024, 3:00 P.M.

#### **MEMBERS:**

Richard Smith

President

Rupa Patel Harry Brown Vice President

Jane Doe

Treasurer

Flizabeth Jones

Secretary Director

#### **GUESTS:**

Mary Nguyen

Property Manager, Property Management Company

Steven Singh

Recording Secretary, Minutes Solutions

#### 1. CALL TO ORDER

There being a quorum present, and adequate and proper notice of the meeting having been given, the meeting was called to order at 3:04 p.m. with Richard Smith presiding as Chair.

#### 2. APPROVAL OF THE AGENDA

On a motion made by Jane Doe, seconded by Harry Brown, it was resolved to approve the agenda as amended. Motion carried.

The following items were added to the agenda:

- Reopening of gym
- Bulk TV and Internet

#### 3. REVIEW AND APPROVAL OF THE PREVIOUS MINUTES

On a motion made by Jane Doe, seconded by Harry Brown, it was resolved to approve the minutes of the meeting held on January 4, 2024, as presented. Motion carried.

#### 4. REVIEW OF THE CORPORATION'S UNAUDITED FINANCIAL STATEMENTS

On a motion made by Elizabeth Jones, seconded by Harry Brown, it was resolved to accept the unaudited financial statements for the Corporation for the period ending January 31, 2024. Motion carried.

Meter reading did not take place for several months due to building renovations. Water charges during those months were incorrect as they were based on past water usage. Once meter reading resumed, the adjusted charges reflected an accurate reading of water consumption.



#### 5. REVIEW OF THE SHARED FACILITIES' UNAUDITED FINANCIAL STATEMENTS

On a motion made by Elizabeth Jones, seconded by Harry Brown, it was resolved to accept the unaudited financial statements for the Shared Facilities for the period ending January 31, 2024. Motion carried.

Management reported that sidewalk repairs accounted for the Shared Facilities being approximately \$4,000 over budget on special projects, with \$16,025 in actual expenses compared to the budget of \$12,000.

#### 6. MANAGEMENT REPORT

Items that required elaboration during the meeting are summarized below.

#### 6.1 <u>Items for Discussion/Approval</u>

#### 6.1.1 Water Bill

The water bill for the Corporation now features a detailed breakdown of consumption and usage.

#### 6.1.2 Reserve Fund Study

On a motion made by Rupa Patel, seconded by Jane Doe, it was resolved to ratify the Board's email approval of BNM Engineers' proposal for a reserve fund study update, Class 3, for \$3,500 (plus tax). Motion carried.

#### 6.1.3 Reopening Building Amenities

On a motion made by Jane Doe, seconded by Elizabeth Jones, it was resolved to approve the reopening of building amenities as of March 1, 2024. Motion carried.

 Gym: ACTION — Management will investigate whether the Corporation's booking system can implement 30-minute time slots for the gym as well as the current onehour time slots.

ACTION – Management will continue to monitor how the newly implemented gym procedures are working and will evaluate whether further changes are needed

The Board eliminated the half-hour cleaning after each scheduled one-hour session in the gym, returning to a previous arrangement of having one scheduled cleaning each day. The Board also agreed to reduce the booking window from three weeks to one week in advance of usage.

- Party Room: The Board maintained the arrangement of allowing residents to book the combined party room and dining room space for a maximum of 12 people at a cost of \$250.
- Pool: ACTION Management will investigate whether the Corporation's pool booking system can request the identification of all guests associated with a booking and whether booking requests are time-stamped.



The Board agreed to allow either two separate individuals or one family to use the pool at the same time, provided the online reservation system can require residents to identify whether they are booking for a group or an individual. The Board would like to know how many guests are part of each booking. The Board also agreed to allow residents to book sessions with trainers in the pool, with a maximum of three other quests plus the trainer.

#### 6.1.4 2024 Annual Meeting

On a motion made by Jane Doe, seconded by Harry Brown, it was resolved to hold the annual meeting on October 26, 2024, at 7:00 p.m., pending the availability of the auditor and Mario Perlin of DRV Condominium Lawyers. Motion carried.

ACTION – Management will confirm the availability of the auditor and the Corporation's lawyer for an October 26 annual meeting.

#### 6.1.5 GOV Annual Proposal

On a motion made by Jane Doe, seconded by Harry Brown, it was resolved to approve GOV's one-year virtual meeting subscription proposal, including hosting and moderating the 2024 annual meeting, for \$1,500.50 including tax. Motion carried.

#### 6.1.6 Fire Panel Monitoring

On a motion made by Harry Brown, seconded by Elizabeth Jones, it was resolved to approve the Fire Safety Protection Services proposal for fire panel monitoring for \$150 (plus tax) per month. Motion carried.

ACTION – Management will ensure there is no service gap when switching from LMN Alarms to the new fire panel monitoring provider, Fire Safety Protection Services, on March 1, 2024. Management will also confirm the terms of the agreement with FSPS.

#### 6.1.7 The Chase Group

On a motion made by Harry Brown, seconded by Rupa Patel, it was resolved to approve the Chase Group to manage the Corporation's investments. Motion carried.

Checks issued through The Chase Group would be sent directly to the financial institution and not handled by individuals. A check would then be issued back to the Corporation once a GIC matures.

#### 6.2 <u>Items in Progress</u>

#### 6.2.1 2024 Garage Pressure Washing

ACTION – Management will reschedule the garage pressure washing by Clean Garage Maintenance for April 27, 2024, at the earliest. Once the new date is confirmed, Management will notify residents that cars must be removed in advance.

The Board expressed concern that the current date of April 20 may not allow time for residents who are out of town for the winter to remove their cars from the garage.



#### 7. OTHER BUSINESS

#### 7.1 Bulk TV and Internet

ACTION — Management will notify residents by letter of the new bulk services being implemented. Management will schedule a Zoom call between Cable Now and residents to explain the details and technical requirements, to be held approximately one week after the letter is delivered.

The new bulk TV services are being rolled out on March 1, 2024. A Cable Now representative will send a channel lineup and a draft of the agreement.

#### 7.2 Bush Trimming

ACTION – Management is to arrange for the bushes that are currently blocking the walkway to be trimmed immediately.

The Board agreed that bush trimming is to be scheduled for every fall going forward to avoid growth impeding walkway access in the winter.

#### 8. **NEXT MEETING**

The next Board of Directors meeting will be held on March 28, 2024, at 3:00 p.m.

#### 9. ADJOURNMENT

The meeting adjourned at 4:25 p.m.

#### **DISCLAIMER**

The above minutes should be used as a summary of the motions passed and issues discussed at the meeting. This document shall not be considered a verbatim copy of every word spoken at the meeting.

| Director | Director | : |
|----------|----------|---|
|          |          |   |
| Date     | Date     |   |

If permitted by your governing documents, we request that the terms, details, and prices concerning this contract only be discussed during Executive Session.

## RECOMMENDED MOTION FOR OPEN SESSION:

"I move that we approve a meeting minutes contract renewal with The Professional Documents Service with the Boardapproved options."



2215 Newton Street, NE – Washington, D.C. 20018
Telephone: (202) 365-8508
E-mail: Info@ThePDService.com
On the Web: www.ThePDService.com

\*Member of Community Associations Institute - D.C. Metropolitan Chapter\*

#### CONTRACT NO. OCCHOA-001: MEETING MINUTES SERVICES

This document is a meeting minutes contract between The Professional Documents Service (also referred to as "PDS" within this contract, and located at 2215 Newton Street, NE – Washington, D.C. 20018) and Oak Creek Club Homeowners Association (also referred to as "Oak Creek", "Oak Creek Club", or the "Association" within this contract, and located at 14505 Mary Bowie Parkway – Upper Marlboro, Maryland 20774).

The Professional Documents Service will provide meeting minutes services during all Oak Creek Club Homeowners Association Board of Directors, Annual, and Town Hall Meetings held during the selected contract period. Those meetings will be convened using a virtual method (Zoom, Microsoft Teams, etc.) on the second Tuesday of each month at 6:30 p.m. Because PDS will automatically schedule a Minute Taker to serve on the second Tuesday of each month, should a change occur in any meeting's date, time, or virtual arrangement, or if any meeting is canceled, it is the responsibility of an Oak Creek Club management or Board representative to notify Sabrina Hamm of The Professional Documents Service of the change or cancellation both via telephone (202-365-8508) and e-mail (Sabrina@ThePDService.com) at least four hours in advance of the meeting. Failure by Oak Creek to provide a minimum of four hours' notice regarding any meeting's change or cancellation will result in PDS' assessment of a \$100 fee to the Oak Creek Club Homeowners Association. PDS will make every effort to accommodate alternative meeting dates, but can only guarantee service on the second Tuesday of each month. If an alternative date is selected that PDS cannot accommodate in real time, Oak Creek Club may video record the meeting and send the recording to PDS for producing the minutes post-meeting.

The Oak Creek Club Homeowners Association will receive the following services:

- Up to two hours of representative service time per meeting.
- Production of the draft meeting minutes within 10 business days following each meeting, with delivery via e-mail.
- Two rounds of minor revisions requested by Board members and management representatives (with PDS to determine what constitutes "minor" revisions); and provision of the final version of each set of meeting minutes via e-mail. (If Oak Creek Club prefers to revise their minutes, please make that indication in Section D of this contract.)
- Unbiased minutes services from a company that specializes in serving condominiums, cooperatives, homeowners associations, community associations and mixed-use properties.

#### **CONTRACT OPTIONS**

(Please select one option from each section.)

A. The Oak Creek Club Homeowners Association selects the following Term Length for this contract:

□ April 1, 2025 - December 31, 2025 (Nine Months) □ April 1, 2025 - December 31, 2026 (21 Months)\*

B. The Oak Creek Club Homeowners Association selects the following Service Option for this contract:

#### ☐ Service Option 1: Recorded

<u>Price Per Meeting</u>: \$270, Billed with Submission of Draft Minutes <u>Explanation</u>: Each meeting will be video recorded using an online conferencing service (e.g. Zoom, Microsoft Teams, etc.). The recording, meeting agenda, management report, and any other relevant materials must also be sent to PDS for production of the draft meeting minutes. A PDS Minute Taker will <u>not</u> be present during the meeting in real time.

#### ☐ Service Option 2: Electronic (Video/Telephone)

<u>Price Per Meeting</u>: \$295, Billed with Submission of Draft Minutes <u>Explanation</u>: A PDS Minute Taker will provide service during each meeting in real time either via video conference or teleconference. The recording, meeting agenda, management report, and any other relevant materials must be sent to PDS in advance of the meeting to assist the minute taking process.

C. The Oak Creek Club Homeowners Association selects the following Editing Option for this contract:

☐ PDS will make all minor requested revisions to the draft minutes.

☐ Oak Creek Club will make all revisions to the draft minutes.

\*A three percent discount will be provided if the 21-month term length is selected.\*

PAGE 1 of 2 (PLEASE CONTINUE TO NEXT PAGE)

Any recordings captured by PDS will only be used by PDS to draft or edit meeting minutes. PDS will only share the recordings with members of the PDS team as necessary, or with the current management team for Oak Creek Club. PDS will not provide meeting recordings to any other individual under any circumstances unless required by court action. PDS reserves the right to delete audio recordings from its systems 60 days or more following each meeting. Therefore, requests for audio recordings must be submitted to PDS within 59 days following each meeting at a cost of \$30 per meeting.

If any meeting extends beyond the two-hour covered timeframe, the Oak Creek Club Homeowners Association will be charged a fee of \$30 for the first additional half hour of service; \$35 for the second additional half hour of service; and increasing increments of \$5 for each additional half hour thereafter. All times will be rounded up to the nearest half hour. However, a five-minute grace period will be offered for each half hour for the benefit of the Oak Creek Club Homeowners Association.

Payments must be remitted to "The Professional Documents Service" or "PDS" by the due date listed on each invoice. Any invoice payment received by PDS more than two weeks (14 calendar days) after the due date listed on an invoice could incur a late fee of 10% of the invoiced amount. PDS reserves the right to suspend future service and pursue overdue payments via the District of Columbia Small Claims process if any payment becomes delinquent by a minimum of 60 calendar days.

If this document (comprised of Pages 1 and 2) is signed by the noted representative for the Oak Creek Club Homeowners Association, this document will be countersigned by the PDS representative and considered a fully ratified contract (inclusive of Pages 1 and 2). Either party (The Professional Documents Service or the Oak Creek Club Homeowners Association) reserves the right to terminate this contract for any reason with the provision of a 30-day, written notice of cancellation using the appropriate address on Page 1 of this contract. However, both parties are still responsible for furnishing any outstanding documents or payments to the other party. If the Oak Creek Club provides less than a minimum of 30 days' advanced, written notice of cancellation to The Professional Documents Service, Oak Creek will be charged a fee equivalent to one meeting (the cost of which was selected in Section B of this contract), with the fee pursuable via District of Columbia Small Claims if unpaid within 60 days.

For scheduling purposes, this contract must be signed and dated by the Oak Creek Club representative listed below, and returned to PDS via email (Sabrina@ThePDService.com) by close of business on Friday, March 28, 2025. The Oak Creek Club Homeowners Association will receive a fully executed copy for record-keeping purposes.

| (PLEASE PRINT) Sabrina Hilliard Hamm, Principal The Professional Documents Service | (PLEASE PRINT) General Manager Oak Creek Club Homeowners Association |
|--|--|
| (PLEASE SIGN) Sabrina Hilliard Hamm, Principal The Professional Documents Service  | (PLEASE SIGN) General Manager Oak Creek Club Homeowners Association  |
| Date   | Date   |

PAGE 2 of 2 (END OF DOCUMENT)

# MINUTES SERVICES LLC A PROPESSIONAL MINUTE-TAKING COMPANY QUOTATION FOR MINUTE-TAKING SERVICES

Minutes Services LLC is pleased to submit this quotation for providing its minute-taking services to Oak Creek Club. As part of our services, we help our clients with documenting their meeting minutes with full compliance. We provide them with qualified minute-takers for in-person or virtual board meetings, committee meetings, strategy planning meetings, seminars, and special meetings for documenting and timely delivering quality minutes of their meetings. We serve a myriad of organizations across various industries throughout the US. Thus, irrespective of your industry, we help you maintain strong meeting records and achieve improved communication.

We are staffed with 100% US-based trained and experienced minute-takers to provide services to various corporations, condominium boards, associations, committees, healthcare, government, and non-profit organizations. Thus, when you hire our services, we make sure that you always have a qualified minute-taker present in all your meetings, whether in-person or virtual, to provide you with quality minutes on time.

Besides, we provide personnel when there is a need for additional staff for special events like Townhall Meetings, Conferences, Retreats, Transition Meetings, and more. You can also opt for archiving your official minutes on our secured, encrypted cloud storage server. Our cloud storage server is in the US East region and provides full data security compliance. The archived minutes can be viewed online or downloaded from our online portal anytime for a lifetime, so you never have to worry about maintaining meeting records.

#### SECURITY AND PRIVACY

We store our files on a secure encrypted cloud file server, protected by authorized access, firewall rules, and strict data security compliance. We use Microsoft 365 and Azure platforms for strong granular access controls to ensure our staff only have access to what they need. Thus, your content is only accessible to the people specifically managing or working on your project which includes the minute-taker or recording secretary, the reviewer or editor, and the business operations staff. Moreover, access to our portal and server requires two-factor authentication and authorization, and it is restricted to specific geographic locations and whitelisted IP addresses, making them secure from data breaches. All audio or video files, meeting minutes, and transcriptions are destroyed immediately upon request, or after 30 days of the service delivery unless clients have opted for Digital Archival service.

Your privacy is our top priority. Hence, all our professionals have signed strict Confidentiality and Non-Disclosure agreements with us. This states that any information learned or shared during a

www.minutesservices.com Ph: +1 (202) 888-0899 9480 Main St #1059, Fairfax, VA 22031, USA meeting and specific to a board, organization, or corporation is sensitive, and not shared with any other parties outside of the minute-taker or recording secretary, the reviewer or editor, and the business operations staff.

#### PRICING

The following table details the pricing for delivery of the services outlined in this quotation. A 10% discount on invoices will be offered to all eligible government and non-profit organizations. A 10% discount on invoices will be offered for all in-person meetings in the Virginia and Maryland regions. This pricing is valid for 60 days from the date of this quotation:

| Service Description   | Rate  | Price (USD)    |
|---|---|----------------|
| Pre-recorded Meetings #1 Best Seller  | Flat rate per hour or   | \$120.00 / hr. |
| Meeting minutes from audio or video recordings.   | part thereof, per<br>meeting                                      |                |
| You will provide us with audio or video recordings<br>from past Zoom, Teams, or Teleconference meetings<br>and our minute-taker will document the minutes.  |   |                |
| Regular, Special, Organizational, and Annual Board<br>Meeting minutes with 5 business days turnaround.  |   |                |
| Virtual Meetings RECOMMENDED  | Flat rate per hour or   | \$150.00 / hr. |
| Minutes from Zoom, Teams, or Teleconference meetings.   | part thereof, per<br>meeting                                      |                |
| Our minute-taker will attend the virtual meetings via Zoom, or Teams meeting platforms and document the minutes. Optionally, we can schedule the virtual meetings for you over Zoom or Teams <u>free of charge</u> . Please call us for more information. |   |                |
| Regular, Special, Organizational, and Annual Board<br>Meeting minutes with 5 business days turnaround.  |   |                |
| In-Person Meetings  | Flat rate of \$400 for  | \$200.00 / hr. |
| Minutes from in-person or on-site meetings.   | the first 2 hours or<br>part thereof, and then<br>\$100 for every |                |
| Our minute-taker will attend the meeting in-person at your meeting location and document the minutes.   | additional half hour or part thereof.                             |                |
| Regular, Special, Organizational, and Annual Board<br>Meeting minutes with 5 business days turnaround.  |   |                |
| <u>Unlimited</u> life-time digital storage of meeting minutes and transcriptions on our encrypted cloud file server, with full data security, secure from data breaches.  | Per month   | \$4.00 / mon   |



Disclaimer: The prices listed in the preceding table are subject to change for any additional services in terms of time or personnel.

#### TERMS AND CONDITIONS

- The quotation prices for virtual and in-person meetings include our minute-taker attending the virtual meetings remotely or the in-person meetings on site and drafting the minutes of the meetings for you.
- The quotation price for pre-recorded meetings includes our minute-taker drafting the minutes of the meetings from audio or video recordings provided by you.
- You may provide us with the sample or template of the meeting minutes to be followed by our minute-takers for drafting the minutes.
- We will deliver you the draft minutes and the invoice within 5 (five) business days of the order receipt.
- You will be allowed to request edits of the draft minutes, if deemed necessary, at no additional charge. We will deliver the edited final copy of the minutes to you within 2 (two) business days.
- Meeting schedules shall be communicated to us at least 24 hours in advance for Virtual meetings and 48 hours (about 2 days) in advance for In-Person meetings.
- Meeting cancellations shall be communicated to us at least 24 hours in advance to avoid the cancellation charge equals to an hour of meeting.

At "Minutes Services", we have consolidated our reputation as an outstanding provider of minute-taking services on a wide scale. Our on-site and remote minute-takers can attend meetings and record quality minutes across a broad spectrum of industries while being in full compliance with rules and regulations of corporate laws. We look forward to working with the **Oak Creek Club**.

If you have questions on this quotation, feel free to contact us at your convenience by email at sales@minutesservices.com or by phone at +1 (202) 888-0899. We will be in touch with you next to arrange a follow-up conversation on the quotation.

Thank you for your consideration,

Dolly Sharma

President



# XYZ SQUARE CONDOMINIUMS BOARD OF DIRECTORS MEETING Virtual meeting via Tele-Conference Wednesday, August 5, 2020 6:30 PM EST

The XYZ Square Condominiums Board of Directors Virtual meeting was held via conference call-in due to the Covid-19 situation.

#### **BOARD MEMBERS PRESENT**

**BOARD MEMBERS ABSENT** 

Ginny Ferreira, President
Jennifer Harvell, Vice-President
Ken McCarthy, Treasurer/Secretary
Doug Pryor, Director
Dean Fulton, Director
Kathy Duffy, Director
Jenn Smith, Director

#### MANAGEMENT PRESENT

Brett Mollen, General Manager, XYZ Square
Dolly Sharma, Recording Secretary, Minutes Services LLC

#### **OTHERS IN ATTENDANCE**

Seth Miller, Attorney, Chadwick Washington LLC XYZ Square Residents

#### CALL TO ORDER/ESTABLISH QUORUM

**MOTION:** Ms. Ferreira called the meeting to order at 6:30 pm, noting that a quorum had been met with five members present.

#### II. APPROVAL OF AGENDA

**MOTION:** Mr. Pryor **MOVED** to approve the August 4, 2020 Agenda as presented. The **MOTION** was **SECONDED** by Ms. Harvell and **PASSED** by unanimous consent.

#### III. APPROVAL OF JUNE MEETING MINUTES

**MOTION:** Mr. Pryor **MOVED** to approve the June 17, 2020 Board Meeting Minutes as presented. The **MOTION** was **SECONDED** by Mr. McCarthy and **PASSED**. Ms. Smith and Ms. Duffy abstained.

#### IV. APPROVAL OF JULY MINUTES

**MOTION:** Ms. Duffy **MOVED** to approve the July 1, 2020 Special Board Meeting Minutes as presented. The **MOTION** was **SECONDED** by Ms. Harvell and **PASSED** by unanimous consent.

**MOTION:** Ms. Duffy **MOVED** to approve the July 1, 2020 Regular Board Meeting Minutes as presented. The **MOTION** was **SECONDED** by Ms. Harvell and **PASSED** by unanimous consent.

#### V. PRESIDENT'S REMARKS

Ms. Ferreira thanked all the residents, Board members and Management for participation and attendance. It has been a busy month with Covid-19 planning response and decisions and discussions. Ms. Ferreira updated the Board and residents that this year they have six new owners who just moved in. She also updated that the executive session for tonight's meeting will be attended by Board members only.

#### VI. OPEN FORUM

 Some of the residents had concerns that mandatory wearing of mask in common areas can create a hostile environment. Ms. Ferreira stated that it will be discussed in the old business section of the agenda.

#### VII. FINANCIAL REPORTS

Mr. Mollen reviewed the June Variance and Financial reports.

#### VIII. COMMITTEE REPORTS

#### Budget and Finance Committee

Mr. McCarthy updated that the Budget and Finance Committee had new members but no chairperson yet. The committee had a discussion on the draft audit 2020. The next meeting is scheduled for July 27, 2020 at 6:30 pm. The committee will review the draft budget.

#### IX. MANAGEMENT REPORT

Mr. Mollen reviewed the Management report provided in the Board packet.

. The demo from ETC on the balcony that requires repairing has already begun.

#### X. OLD BUSINESS

#### a. Decision - Garage Cleaning

The Board discussed on garage cleaning. Ms. Harvell stated for the spot cleaning, she did not know that it was an option. The Board agreed to skip garage cleaning

MOTION: Mr. Fulton MOVED to defer to year 2020. The MOTION was SECONDED by Ms. Smith and PASSED by unanimous consent.

Action Item: The Board directed Mr. Mollen to look into garage parking 1, 2 and 3 and check where spot cleaning is required.

#### b. Decision – Reopening Remaining Amenities

Mr. Pryor inquired on the availability of the lifeguards. Mr. Mollen stated that the lifeguards are not available. The Board discussed on the same.

MOTION: Ms. Harvell MOVEO to close the swimming pool for the remainder of the season. The MOTION was SECONDED by Ms. Duffy and PASSED by unanimous consent.

Ms. Ferreira inquired about the dining area. Ms. Smith stated that she has concerns on opening the dining area. If the areas are still open, someone has to keep checking on the

limitations of the number of people, social distancing and more. Mr. Pryor suggested the signs for maximum occupancy in front of the facilities

**MOTION:** Ms. Duffy **MOVED** to reopening the amenities from 11am to 8pm at half capacity. The **MOTION** was **SECONDED** by Ms. Harvell and **PASSED**. Mr. McCarthy and Ms. Smith abstained.

**Action Item:** The Board directed Mr. Mollen to check on the signs with the maximum capacity.

#### c. Decision - Masking Requirement

Ms. Ferreira stated that there was a limited masking in the area before. Some residents stated in the open forum and some emails say that the mask should not be required in the common areas. Mr. McCarthy highlighted the points on making the masks mandatory. Ms. Harvell, Mr. Fulton is not in favor of the requirement. Ms. Duffy stated that the masks should be worn by visitors or outside. Mr. Pryor and Mr. McCarthy stated it is for the safety of everyone.

Tabled for next Board meeting.

Mr. Washington explained about the details of masks and reopening of facilities from legal perspective.

#### d. Discussion - Insurance Repair Update & Schedule

Mr. Mollen stated that the claim was approved by the Insurance carrier. The preliminary walk through is scheduled for next week with the contractor. Mr. McCarthy inquired on the cost and the cost responsibility. Mr. Mollen stated that the association will not be reimbursed of the deductible \$10,000 particularly of this case. They are still investigating on the cost of the repair work. Ms. Duffy Inquired on the timeline.

#### e. Discussion - Façade Repair Project - Update

Mr. Mollen stated that he has asked Cuibertson for the updated schedule for repairs so that the residents can be notified. He further added that the balconies in tier 08 and tier 05 were inspected.

#### XI. NEW BUSINESS

#### a. <u>Decision – Common Area Management Office A/C Repair / Replacement</u>

Mr. Mollen updated the Board that management office air conditioning is not working. EM@ & M.E Flow requires permit to be fixed.

**MOTION:** Mr. Pryor **MOVED** to replace A/C equipment in the common area management office EM2 HVAC at a cost of \$8,790. The **MOTION** was **SECONDED** by Ms. Harvell and **PASSED** by unanimous consent.

Action Item: The Board directed Mr. Mollen to keep them updated on the implementation.

#### b. Decision - Draft Audit Acceptance

#### Draft Minutes

The Board thanked Ms. Harvell for investigating the draft audit and rectifies it. Mr. Mollen shared the draft audit to the Board and the finance committee. One line item had to be corrected. He contacted the Auditor and CMC and requested to update the draft. The money is not reflected yet in the audit.

**MOTION:** Ms. Harvell **MOVED** to approve and accept the draft audit performed by Johnson, Braemar & Ignasius CPA's. The **MOTION** was **SECONDED** by Mr. Pryor and **PASSED** by unanimous consent.

#### c. Decision – Establish in-unit Maintenance Program

The Board agreed that the program will establish a plan in place, proactively perform the tasks and cost before making a decision. CMC should draft a plan for the Board to see and understand it. Tabled for next Board meeting.

#### d. Decision - Requirement for Water Alarm Detectors

Ms. Fields stated that it will be of great significance for the unit owners to have the Water Alarm detectors. Ms. Smith stated that research is required as there are many different types of detectors available in the market. Tabled for next Board meeting.

#### XII. EXECUTIVE SESSION

**MOTION:** Ms. Harvell **MOVED** to convene into Executive Session at 8:21 pm to discuss Contracts and personnel matters. The **MOTION** was **SECONDED** by Mr. Pryor and **PASSED** unanimously.

MOTION: Ms. Harveil MOVED to reconvene into Open Session at 8:52 pm. The MOTION was SECONDED by Mr. Pryor and PASSED by unanimously.

#### XIII. ADJOURNMENT

MOTION: Mr. Fulton MOVED to adjourn at 8:53 pm. The MOTION was SECONDED by Ms. Smith and PASSED by unanimous consent.

#### <ASSOCIATION NAME>

Board of Directors
Minutes of <meeting type>
<date of meeting>

Minutes of the Board of Directors meeting of the <association name>, <city>, <state>, held at the <venue> in <city>, <state>, at <time> on <date>.

#### 1. CALL TO ORDER

<position> <name> called the meeting to order at <time>.

#### 2. ROLL CALL

Board members present:

<name>, <position>, arrived <time>

<name>, <position>, arrived <time>

<name>, <position>, arrived <time>

#### Others present:

<name>, <position>, arrived <time>

#### Absent:

<name>, <position>, arrived <time>

#### 3. QUORUM ESTABLISHED

The <association name> successfully established a quorum at <time>.

#### 4. APPROVAL OF PRIOR MEETING MINUTES

Motion by <name>, seconded by <name>, to approve the minutes of the previous meeting type> of of carried at <time>.

#### 5. FINANCIAL REPORT

<name> gave the Treasurer's report as follows at <time>:

- A. Total assets as of <date>
- B. Operating \$
- C. Reserves \$
- D. Delinquencies <\$>
- E. Lien on APN <> approved by the Board

#### 6. MANAGERS REPORT

<name> gave the report as follows at <time>:

- A. Road restriping work is complete
- B. Security assessment work is complete
- C. Playground repair rustproofing complete, painting scheduled for next week

#### 7. UNFINISHED BUSINESS

<name> discussed unfinished business at <time>.

A. <u>New Gym Equipment.</u> The Board discussed a revised proposal to install new gym equipment in the fitness center. After discussion, the board took a vote through a show of hands. All board members voted to approve the proposal and select the bid.

#### 8. NEW BUSINESS

A. <u>Reserve Study.</u> The board reviewed proposal by <name of reserve specialist> to update last year's study at a cost of <\$\_\_>. The board took a vote through a show of hands. All board members voted to approve the proposal.

#### 9. NEXT MEETING DATE

The next monthly Board meeting is scheduled for <date> at <time>.

#### 10. ADJOURNMENT

The board meeting adjourned at <time>.

These minutes were approved by the Board of Directors.

Respectfully submitted by Minutes Services LLC

#### **Bleak Hill Place Streetlight**

#### Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: TaShawn Andrews, Covenants Administrator- Community Association Management

Professionals- (CAMP)

Date: March 18, 2025

Re: Bleak Hill Place Streetlight

**Suggested Motion:** "I move to approve the Weisman Electric proposal to replace the damaged streetlight at Bleak Hill Place in an amount not to exceed \$5,500.00, to be **expensed from Repairs** and Maintenance – General (Lights and Electrical).

<u>Discussion: Attachments: [List all relevant documents, reports, or supporting materials]</u> (SEE ATTACHMENTS)

**Summary:** The light pole on Bleak Hill Place was damaged in December 2024. Weisman Electric secured the light pole and sent an estimate for repairs totaling \$11,500. In March 2025, Travis Witmer contacted Oak Creek Club to inform them that he had one complete light pole and two partial light poles in storage that belonged to Oak Creek Club. Management contacted Weisman to request an adjustment to the previous estimate after receiving the additional light poles. Weisman Electric adjusted the estimate to \$5,000, saving a difference of \$6,500.

**Management Recommendation (if any):** Management recommends proceeding with the Weisman Electric proposal for an amount not to exceed \$5,500.00 to replace the damaged streetlight at Bleak Hill Place with the light pole we have in storage. Weisman Electric is the current electrical service provider for the Oak Creek Club HOA.

As of 3/31/2025 there was approximately \$24,312.50 remaining out of the FY2025 operating budgeted amount of \$29,484.00 in line-item Repairs and Maintenance – General (Lights and Electrical). Since this light pole was presumably damaged by a vehicle, it shouldn't be coded to replacement reserves.

**UPDATE 4-3-25:** Management is currently seeking additional savings because we also now have a spare globe in storage.

Action Needed: Board to review and decide

#### Femi Aje

From: Femi Aje

Sent: Thursday, April 3, 2025 2:12 PM

**To:** Keith Myer; Jenny DeLair; TaShawn Andrews

Cc: Brandon Butler

**Subject:** RE: Down Streetlight on Bleak Hill Place

Ok so noted and please make that pricing as reasonable as possible. I would appreciate that. As for the 3-week lead time, if that's the fastest, then ok.

Please revise and send proposal to me ideally no later than Monday. If your team needs to come physically see the globe onsite or pole onsite to ensure no hiccups, please coordinate that with us ASAP. We are eager to get this work completed correctly but as quickly as possible. Thank you again.

Mr. Femi Aje, PCAM®
Onsite General 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



From: Keith Myer < kmyer@weismanelectric.com>

Sent: Thursday, April 3, 2025 2:08 PM

To: Femi Aje <faje@oakcreekclub.com>; Jenny DeLair <dispatch@weismanelectric.com>; TaShawn Andrews

<tandrews@oakcreekclub.com>

Cc: Brandon Butler <bbutler@oakcreekclub.com>
Subject: RE: Down Streetlight on Bleak Hill Place

Femi.

I will revise the quote end send it out asap, as for the cost difference I'm not sure right now until I revise.

The lead time of 10-12 weeks is standard for the poles/heads we have done at the property.

I will still need to order the template and anchor bolt kit that would have been ordered at the same time as the pole or the head and there is a 3-week lead time for those.

Thank you,





**BILL TO** 

Oak Creek Club HOA C/O CiraConnect #PO Box 702348 Dallas, TX 75370-2348 USA

**ESTIMATE** 44881046

Jan 14, 2025

JOB ADDRESS

Oak Creek Club HOA 14505 Mary Bowie Pkwy #Derek Wilson Upper Marlboro, MD 20774 United States **Job:** 60730

#### ESTIMATE DETAILS

Oak Creek Pole, Head and Base 713 Bleak Hill Ct (1): Scope of Work:

Head, Pole and Base replacement 713 Bleak Hill Ct.

- Replace broken pole light fixture and pole light concrete base and rework existing branch circuit for new pole light in same location as existing or right next to the location.
- Furnish and install (1) Signify Pole light base, pole, and pole head to match existing pole that was damaged.
- WEC will remove existing pole base and pour a new pole base next to the existing or in place of the existing concrete pole base.
- Pole light has 12 week lead time after release of material from manufacture.

#### Terms and Conditions:

- This contract is limited to the items and quantities as listed above; any additional work will be charged accordingly as an extra.
- This contract excludes all painting, patching and fire stopping.
- This contract excludes the upgrade of pre-existing conditions to meet current code requirements unless otherwise stated.
- One-year warranty on all labor and material supplied by WEC.
- Private Utilities are the sole responsibility of property owner to inform, locate, and mark for WEC prior to work starting.
- This proposal does not include an electrical permit.
- This contract is valid for 30 days.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and / or specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of (\$11,500.00) with 1/3 deposit payment due upon acceptance of proposal. Credit card payments over \$5,000 will be charged 5% processing fee. Balance paid at job completion. A 3% interest charge applies to all balances over (30) days.

Respectfully Submitted: Weisman Electric Co. Inc.

Per: Keith Myer Date: (1/14/2025) Acceptance of Proposal The above prices, specifications, and conditions are satisfactory, and I personally guarantee payment. Weisman Electric Co. is authorized to do the work as specified with payments to be made as outlined above. Upon the customer's acceptance below, this shall become a binding contract and shall constitute the entire agreement between all parties. I agree to pay all reasonable attorney fees and court costs required for collection of this contract.

| SERVICE    | DESCRIPTION         | QTY              | PRICE       | TOTAL       |
|------------|---------------------|------------------|-------------|-------------|
| CONTRACT C | CONTRACT COMMERCIAL | 1,00             | \$11,500.00 | \$11,500.00 |
|            |                     | POTENTIAL SAVING | s           | \$0.00      |
|            |                     | SUB-TOTA         | L           | \$11,500.00 |
|            |                     | TOTA             | L           | \$11,500.00 |

Thank you for choosing Weisman Electric Co.

#### **CUSTOMER AUTHORIZATION**

The summary above is furnished by Weisman Electric Co. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

| Sign here | Date |
|-----------|------|
|           |      |

Estimate #44881046 Page 2 of 2



Weisman Electric Co. 42 Hudson St Ste 102, Annapolis, Maryland 21401-8537 United States (410) 266-3522

**BILL TO** 

Oak Creek Club HOA C/O CiraConnect #PO Box 702348 Dallas, TX 75370-2348 USA

**ESTIMATE** 44881046

ESTIMATE DATE Jan 14, 2025

**JOB ADDRESS** 

Oak Creek Club HOA 14505 Mary Bowie Pkwy #Derek Wilson Upper Marlboro, MD 20774 United States **Job:** 60730

#### ESTIMATE DETAILS

Oak Creek Pole, Head and Base 713 Bleak Hill Ct (1): Scope of Work:

Head, Pole and Base replacement 713 Bleak Hill Ct.

- Replace broken pole light fixture and pole light concrete base and rework existing branch circuit for new pole light in same location as existing or right next to the location.
- Install (1) customer supplied Signify Pole light base, pole, and pole head to match existing pole that was damaged.
- WEC will remove existing pole base and pour a new pole base next to the existing or in place of the existing concrete pole base.
- Test and clean up.

#### Terms and Conditions:

- This contract is limited to the items and quantities as listed above; any additional work will be charged accordingly as an extra.
- This contract excludes all painting, patching and fire stopping.
- This contract excludes the upgrade of pre-existing conditions to meet current code requirements unless otherwise stated.
- One-year warranty on all labor and material supplied by WEC.
- Private Utilities are the sole responsibility of property owner to inform, locate, and mark for WEC prior to work starting.
- This proposal does not include an electrical permit.
- This contract is valid for 30 days.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and / or specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of (\$5,000.00) with 1/3 deposit payment due upon acceptance of proposal. Credit card payments over \$5,000 will be charged 5% processing fee. Balance paid at job completion. A 3% interest charge applies to all balances over (30) days.

 $Respectfully \ Submitted: We is man \ Electric \ Co. \ Inc.$ 

Per: Keith Myer Date: (3/10/2025) Acceptance of Proposal The above prices, specifications, and conditions are satisfactory, and I personally guarantee payment. Weisman Electric Co. is authorized to do the work as specified with payments to be made as outlined above. Upon the customer's acceptance below, this shall become a binding contract and shall constitute the entire agreement between all parties. I agree to pay all reasonable attorney fees and court costs required for collection of this contract.

| SERVICE    | DESCRIPTION         | QTY               | PRICE      | TOTAL      |
|------------|---------------------|-------------------|------------|------------|
| CONTRACT C | CONTRACT COMMERCIAL | 1.00              | \$5,000.00 | \$5,000.00 |
|            |                     | POTENTIAL SAVINGS |            | \$0.00     |
|            |                     | SUB-TOTAL         |            | \$5,000.00 |
|            |                     | TOTAL             |            | \$5,000.00 |

Thank you for choosing Weisman Electric Co.

#### CUSTOMER AUTHORIZATION

The summary above is furnished by Weisman Electric Co. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

| Sign here | Date |  |
|-----------|------|--|
|           |      |  |

Estimate #44881046 Page 2 of 2

## Femi Aje

From:

Femi Aje

Sent:

Monday, March 10, 2025 4:03 PM

To:

Jess Hill; Kip Banks; Lenora; Suzann King HOA; WARD DWIGHT

Subject:

713 Bleak Hill Court Light Pole replacement estimate

Attachments:

Oak Creek Pole, Head and Base 713 Bleak Hill Ct OLD 1-14-25.pdf; Oak Creek Pole,

Head and Base 713 Bleak Hill Ct REVISED 3-10-25.pdf

## Hello Everyone,

There is a broken light pole at 713 Bleak Hill Court that was probably hit by a vehicle. Unfortunately there are no videos of the incident. There are no cameras in that area to our knowledge and we also asked the neighbors for any potential video footage of this incident. As a result, we obtained a quote from Weisman Electric Co. who is contracted to do lighting repairs within Oakcreek.

The initial quote was for \$11,000 but thankfully we have been in communication with Mr. Travis Witmer of Woodland Development Group who happened to have some few extra light poles for Oakcreek's use. As a result, we reached back out to Weisman Electric Co. and they provided the revised estimate (2<sup>nd</sup> attachment) for \$5,000 instead. We expect to get this delivery tomorrow and hopefully be able to utilize these poles. Please see both attached estimates as reference. We are aware that Board approval is needed for this estimate. We will be in touch again soon regarding this matter, but we wanted to keep you informed. Thank you.

Oak Creek Pole, Head and Base 713 Bleak Hill Ct (1): Scope of Work: Head, Pole and Base replacement 713 Bleak Hill Ct.

- Replace broken pole light fixture and pole light concrete base and rework existing branch circuit for new pole light in same location as existing or right next to the location.
- Install (1) customer supplied Signify Pole light base, pole, and pole head to match existing pole that was damaged.
- WEC will remove existing pole base and pour a new pole base next to the existing or in place of the existing concrete pole base.
- Test and clean up.

This is a picture of the broken pole.

## Catering Proposal for Oak Creek Day

## Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: TaShawn Andrews, Covenants Administrator- Community Association Management

Professionals- (CAMP)

Date: March 24, 2025

Re: Oak Creek Day Cater Selection

**Suggested Motion:** "I move to approve Barbecue Everything's proposal to cater the Oak Creek Day event for \$ 20,808.33, to be expensed **from Homeowner Activities.**"

Summary: Three (3) quotes were submitted for catering Oak Creek Club Day.

The Oak Creek Club Homeowner Association (HOA) and the Social Committee reviewed and evaluated vendors' quotes for catering consideration based on the following criteria: availability, catering experience, customer satisfaction, reviews, and price. All three (3) vendors met the requirements and criteria.

| Vendors                | Total Price      |                                 |
|------------------------|------------------|---------------------------------|
| 1- Barbecue Everything | Subtotal         | \$19,630.50                     |
| 5.0 Review             | Sales Tax        | \$1,177.83                      |
|                        | Total            | \$20,808.33                     |
| 2-No Sauce Que, LLC    | Subtotal         | \$24,215.00                     |
| 5.0 Review             | Sales Tax        | \$1,242.90                      |
|                        | Gratuity (15%)   | \$3,632.25                      |
|                        | Total            | \$29,090.15                     |
| 3-Smoke Datt           | Subtotal         | \$31,312.50                     |
| 4.7 Review             | Sales Tax        | \$3,978.28                      |
|                        | Delivery Fee, Se | ervices Charge, and Credit Card |
|                        | Processing Fee   | \$8,470.38                      |
|                        | Total            | \$43,761.16                     |

**Management Recommendation (if any):** Management recommends proceeding with Barbecue Everything's proposal to cater Oak Creek Day. This vendor has consistently provided exceptional service to Oak Creek Club in the past, most recently during their 2024 visit.

| Action Required: Review and obtain Board approval.  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|
| As of 3/31/2025 there was approximately \$104,103.06 remaining out of the FY2025 operating budgeted amount of \$120,200.00 in line-item Homeowner Activities. |  |  |  |  |  |  |
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# Catering Services Oak Creek Day 2025 Price Evaluation and Record of Award Decision

## Requirement

The Oak Creek Club Homeowners Association (Oak Creek Club HOA) is seeking catering services for Oak Creek Day 2025, Saturday, July 12, 2025, for up to 750 residents.

Request for Quotations (RFQ)

To obtain adequate competition, the RFQ was e-mailed to three (3) vendors.

| 1- Barbecue Everything |
|------------------------|
| 2-No Sauce Que, LLC    |
| 3-Smoke Datt           |

### Offers Received

Three (3) quotes were received before Thursday, February 28, 2025, due date.

The Oak Creek Club HOA and the Social Committee reviewed and evaluated three (3) vendors' quotes in accordance with Requestion for Quotations (RFQ) number 0001.

| Vendors                | Total Cost  |  |
|------------------------|-------------|--|
| 1- Barbecue Everything | \$20,808.33 |  |
| 2-No Sauce Que, LLC    | \$29,090.15 |  |
| 3-Smoke Datt           | \$43,761.16 |  |

All quotes were based on the evaluation criteria below:

- Availability
- Catering Experience
- Customer Reviews
- Price

**Award Decision Statement:** 

Based on the criteria above, Barbecue Everything was selected for the award.



# Barbecue Everything Co. sent you an estimate

Estimate expires on April 25, 2025

Estimating these figures requires time and effort, so if you opt not to engage with our company, we kindly request that you inform us.

## Show full details >

## Family Day @ Oak Creek (750 People)

Service date: July 12, 2025

| Pork Ribs (Case)<br>(\$180.00 ea.) × 3<br>12 Slabs  | \$540.00 |
|---|----------|
| Chicken Tenders (Case) (\$100.00 ea.) × 2 Fried chicken tenders.  | \$200.00 |
| Drumsticks (Case)<br>(\$75.00 ea.) × 4  | \$300.00 |
| Chicken Wings (Case) (\$150.00 ea.) × 5 Jumbo whole wings that are grilled. Multiple flavors are available. | \$750.00 |

| Hamburgers (Box)   | \$630.0  |
|--|----------|
| (\$45.00 ea.) × 14<br>40 Count   |          |
| Hamburger Buns (16)  | \$140.00 |
| (\$4.00 ea.) × 35  |          |
| Hotdogs (Pack)   | \$420.00 |
| (\$30.00 ea.) × 14<br>48 Count   |          |
| Hotdog Buns (16)   | \$168.00 |
| (\$4.00 ea.) × 42  |          |
| Turkey Burgers (Box)   | \$336.00 |
| (\$21.00 ea.) × 16<br>Grilled turkey burgers.<br>12 Count                    |          |
| Hamburger Buns (16)  | \$48.0   |
| (\$4.00 ea.) × 12  |          |
| Beyond Burger (Case)   | \$80.0   |
| 40 Count   |          |
| Hamburger Buns (16)<br>(\$4.00 ea.) × 4                                      | \$16.0   |
|  | 4000     |
| Fried Fish {Whiting} (Case) (\$120.00 ea.) × 3                               | \$360.0  |
| Fried fish   |          |
| String Beans (Long Pan)  | \$320.0  |
| (\$80.00 ea.) × 4  |          |
| Potato Salad (Long Pan)<br>(\$140.00 ea.) × 4                                | \$560.0  |
| (4440.00 84.) 14   | •        |
| Pasta Salad (Long Pan)<br>(\$80.00 ea.) × 4                                  | \$320.0  |
| A mix of red onions, broccoli, grape tomatoes, and sweet peppers with pasta. |          |
| Mac N Cheese (Long Pan)  | \$450.0  |
| (\$90.00 ea.) × 5  |          |
| Water  | \$937.5  |
| (\$1.25 ea.) × 750   | ြ        |
| Soda   | 0        |
| (\$1.25 ea.) × 750   |          |

\$312.50 Capri Sun (\$1.25 ea.) × 250 \$240.00 **Condiments** Items such as ketchup, mustard, relish, bbq sauce, salad dressings, etc. \$1,000.00 **Tableware** (\$1.00 ea.) × 1,000 Plates, napkins, utensils and cups. \$1,600.00 Staff (\$25.00/hr) × 64 4 Essential Staff Members \$1,800.00 Staff (Part Time) (\$15.00/hr) × 120 12 Part Time Employees \$60.00 **Delivery Fee** Delivery fee for having to bring food to a select location. \$1,105.00 **Supplies** Supplies are items listed but not limited to (charcoal, veggies, cheese, oil, fish fry, chicken fry, condiments, seasonings, marinade, etc.) \$6,000.00 **Labor & Grill Fee** The cost of labor for food prep and cooking. Subtotal \$19,630.50

**Barbecue Everything Co.** 

sales@barbecueeverything.com +1 (240) 245-6429 \$1,177.83

\$20,808.33

**Sales Tax** 

**Total** 





Status: Proposal Order No: 423

Order Created on Thu 02/13/2025 08:18 AM

**Delivery Date** Sat 07/12/2025 10:00 AM

Serving Time 10:30 AM

Order Type
On-Site Catering Experiences

Number of Guests 750

Customer
Tashawn Andrews
tandrews@oakcreekclub.com

Recipient
Tashawn Andrews
Oak Creek Club Homeowners Association
14505 Mary Bowie Parkway
Upper Marlboro, MD 20774
301-335-45454

Payment Method Credit Card

Payment Status N/A - Proposal

**Price Amount** Qty ltem \$132.00 per order \$1,980.00 Grilled 1/4lb Jumbo Beef Hot Dogs (20 per order-Includes Buns) 15 Our Grilled Jumbo Beef Hot Dogs are the perfect choice for any hot dog enthusiast. Made from high-quality beef, these hot dogs are jumbo-sized and packed with flavor. We start by grilling the hot dogs over an open flame, giving them a delicious charred exterior that adds to their mouthwatering taste. Once they're grilled to perfection they are paired with fresh baked buns. Special Instructions: 300 Hot Dogs-Updated on 02/13 by GL \$3,600.00 \$240.00 per order Grilled Hamburgers (24-6oz Beef Hamburgers -includes Buns) 15 Burger Toppings Toppers

Our Grilled 6oz Beef Hamburgers are a burger lover's dream come true. Made by hand with premium beef, these hamburgers are seasoned with our special blend of spices and grilled to perfection over an open flame, giving them a mouthwatering juicy flavor that's hard to resist.

Special Instructions: 360 Hamburgers

3 Grilled Turkey Burgers w/ Buns (16 Grilled Turkey Burgers)

\$156.00 per order

\$468.00

• Burger Toppings

Toppers

Our 1/3lb grilled turkey burgers are made with lean ground turkey and are perfectly seasoned with our secret blend of herbs and spices. Grilled to perfection, these turkey burgers are juicy, flavorful, and are a satisfying and flavorful take on traditional beef burgers.

Special Instructions: 48 Turkey Burgers

4 Beyond Burgers (8 Burgers)

\$88.00 per order \$352.00

- Burger Toppers
  - Burger Toppers

The Beyond Burger is a plant-based burger that looks, cooks, and satisfies like beef. It has all the juicy, meaty deliciousness of a traditional burger, but comes with the upsides of a plant-based meal.

Special Instructions: 32 Beyond Burgers

3 Fried Chicken Tenders

\$225.00 \$675.00

Special Instructions: 30lbs approx.-270 tenders

20 Fried Whiting (serves 20-25)

\$149.50 per order \$2,990.00

- Accompaniments
  - Tarter Sauce
  - Hot Sauce

Our Fried Whiting features a flaky, tender white fish that's coated in a crispy and golden batter, providing a satisfying crunch with every bite. The fish is seasoned with a special blend of spices complementing the natural savory flavor of the fish. You won't be able to resist the irresistible aroma that comes with the perfectly fried whiting.

Special Instructions: 200lbs of fish

40 Smoked St. Louis Style Pork Ribs (serves 8-10)

\$125.00 per order \$5,000.00

Our St. Louis Style Smoked Ribs are a mouthwatering delight that will leave you craving for more. We start by selecting only the best cuts of pork ribs, which are then seasoned with a special blend of spices to create a dry rub that perfectly complements the meat. The ribs are then slow-smoked over hickory wood, which infuses them with a rich, smoky flavor that will make your taste buds dance with joy. The result is tender, juicy ribs with a mouthwatering crust that will have you licking your fingers. Experience the taste of our St. Louis Style Smoked Ribs today!

600 BBQ/Grilled Chicken Legs

\$1.50 \$900.00

## 10 BBQ Whole Wings (40 Piece)

\$120.00 per order

\$1,200.00

Get your hands messy with our mouthwatering BBQ Whole Wings. These juicy and tender chicken wings are smothered in our signature barbecue sauce, delivering the perfect combination of sweet and tangy flavors. Enjoy them as a snack or make it a meal with your favorite sides.

Special Instructions: 400 Wings

## 5 Country Style Green Beans with Smoked Turkey

\$135.00 per pan

\$675.00

- Pan Sizes
  - 5 x Full Size Deep Pan

Savor the taste of Southern comfort with our Southern Style Green Beans with Smoked Turkey. Slow-cooked green beans infused with the smoky goodness of turkey create a side dish that is bursting with flavor and nostalgia. A classic companion to any meal.

## 5 Country Style Potato Salad

\$135.00 per pan

\$675.00

- Pan Sizes
  - 5 x Full Size Deep ( serves 30-40)

Our Country Style Potato Salad - a classic favorite that brings the comforting flavors of home to your plate! Our Country Style Potato Salad is made with hearty chunks of tender potatoes, combined with a creamy and tangy dressing. We carefully select the best quality potatoes, ensuring they are cooked to perfection - just the right balance of softness and firmness. The dressing for our Potato Salad is a special blend of ingredients that adds a delightful creamy texture and a tangy kick. It enhances the natural flavors of the potatoes, making each bite satisfying and flavorful. We also incorporate a combination of seasonings and spices to create a taste that's just right - not too overpowering, but with enough depth to keep you coming back for more.

## 5 Pasta Salad (160oz Bowl)

\$99.50 per bowl

\$497.50

Our Pasta Salad - the perfect blend of flavors and textures that will satisfy your cravings! Our Pasta Salad is a delightful combination of al dente pasta and a mediey of fresh ingredients. We carefully select a variety of vegetables, such as crisp cucumbers, juicy cherry tomatoes, crunchy bell peppers, and tangy red onions, to create a colorful and vibrant salad. But what truly sets our Pasta Salad apart is our special dressing. We've created a unique blend of herbs, spices, and seasonings that brings all the ingredients together with a burst of flavor. The dressing is both creamy and tangy, adding a zesty kick that complements the freshness of the vegetables and pasta.

#### 10 Four Cheese Mac N Cheese

\$150.00 per pan

\$1,500.00

- Pan Sizes
  - 10 x Full Size Deep Pan (serves 30-40)

Our Four Cheese Mac n Cheese is a delicious and indulgent dish made with a combination of four different types of cheese. The macaroni noodles are cooked until al dente, seasoned, real butter is added for a buttery taste, and our four cheese mix is added. The combination of these four cheeses creates a gooey, comforting, and flavorful mac and cheese that will satisfy any cheese lover's cravings.

#### 800 **Bottled Water**

\$2.00 per drink

\$1,600.00

Stay hydrated with our refreshing Bottled Water. Sourced from natural springs and purified for a crisp and clean taste, our bottled water is a simple and refreshing choice. Whether you're enjoying it with your meal or on the go, our bottled water offers a convenient and healthy option to keep you hydrated throughout the day

#### 800 Juice Boxes, Pepsi and Coke Products (Can)

\$1.50 \$1,200.00

Special Instructions: Assorted Flavors

## True Cookout Experience

\$8,000.00

\$8,000.00

Special Instructions: Our SmokeDatt cooking team will bring the fire and smoke to your event- Our "True Cookout" service experience provides onsite cooking of your menu as well as our serving staff serving your guest. Only certain menu items are able to be cooked onsite due to the time required to prepare the item. Standard service includes cooking staff being on site for four hours with an estimated cooking time of 2.5-3.0 hours. Additional cooking time can be added at a few.-Our serving staff will handle the setup of the food service area, serving, packing, and cleanup (food service area) processes, allowing you to focus on your event without the worry of managing these tasks. Please note that no tables, chairs, or table linen are included in this service. The staff will bring all the necessary equipment, such as food warmers, utensils, plates, and napkins. They will follow proper food safety and hygiene protocols to maintain a clean and safe environment during service. Our serving staff will be onsite for a maximum of 4 hours to ensure your event runs smoothly.

Food Service Time: 1pm-4PM Cooking Team Arrival: 10am Service Team-12PM

> Subtotal \$31,312.50 \$50.00 Delivery Fee

Credit Card Processing Fee \$1,531.63

Total



## An estimate from No Sauce Que, LLC has expired

Estimate expired March 14, 2025

We look forward to working with you.

Show full details >>

## Oak Creek Day 2025 | July 12th | 1-4pm | 14505 Mary Bowie Parkway, Upper Marlboro, Md 20774

Service date: July 12, 2025

## Food

(\$27.62 ea.) × 750 PROTEINS -

Ribs
Fried Chicken Tenders
Grill Drumsticks
Grill Jumbo Wings
Beef Hamburgers
Beef Hot Dogs
Turkey Burgers
Beyond Meat Burgers
Fried Fish (Whiting)

SIDES-

Seasoned Green Bean Traditional Potato Salad \$20,715.00



Pasta Salad Mac and Cheese DRINKS-

Bottled Water Sodas Juice Boxes

Breads to be provided for Hotdogs and Hamburgers

Equipment \$900.00

Staff \$1,600.00

## Fee: Onsite Food Truck Services

\$1,000.00

- Arrive on site between 7:00 am 9:00 am, the date of the event.
- Be responsible for obtaining all County Permit(s) if required.
- Provide food stations inside the facility and a kid station in the facility parking lot.
- Provide a cleaning area near the kid's food station.
- Provide individually wrapped cutlery sets, and paper products.
- Provide condiment packages (mustard, ketchup, and mayonnaise).
- Provide servers and beverage coolers.
- Provide barbecue food, side dishes, and beverages in accordance with the menu below. The menu is subject to change.
- Provide all grilling tools and essential equipment needed for a successful barbecue event.

**Subtotal** \$24,215.00

MD Sales Tax \$1,242.90

**Gratuity (15%)** \$3,632.25

Total \$29,090.15

Deposit \$14,545.08

Due upon invoice date

Balance \$14,545.07

Due within 130 days

## OAK CREEK CLUB HOMEOWNERS ASSOCIATION ADMINISTRATIVE RESOLUTION NO. AGENDA FOR TOWN HALL MEETINGS

WHEREAS, Article 4, Section 4.1 (4) of the Bylaws of the Oak Creek Club Homeowners Association, Inc. (the Association) empowers the Board of Directors (Board) with all the powers and duties necessary for the administration of the affairs of the Association and to adopt reasonable rules and regulations; and

WHEREAS, The Board adopts an annual meeting schedule that is comprised of an alternating schedule of Board meetings and Town Hall meetings; and

WHEREAS, The Board has not traditionally conducted official business during its Town Hall meetings; and

WHEREAS, the Board has ascertained that some items cannot be addressed between business meetings by the consent agenda process and that it would be helpful to address certain business items during its Town Hall meetings; and

NOW THEREFORE be it resolved that the Board add a business meeting component of at least 30 minutes to its Town Hall meetings, to be used as needed to conduct Board business.

## RESOLUTION ACTION RECORD

## Oak Creek Club Homeowners Association, INC.

## ADMINISTRATIVE RESOLUTION

(Procedures Relating to Virtual Board Meetings Too)

| Duly adopted at a | meeting of the | Board of | f Director | rs held <b>April 8</b> | <sup>th</sup> , 2025. |
|-------------------|----------------|----------|------------|------------------------|-----------------------|
| Motion by:        |                | Sec      | conded by  | y:                     |                       |
| VOTE:             |                | YES      | NO         | ABSTAIN                | ABSENT                |
| Jessica Hill      |                |          |            |                        |                       |
| Kip Banks         |                |          |            |                        |                       |
| Suzann King       |                |          |            |                        |                       |
| Dwight Ward       |                |          |            |                        |                       |
| Dr. Lenora Gant   |                |          |            |                        |                       |
|                   |                |          |            |                        |                       |
|                   |                |          |            |                        |                       |
| Managing Agent:   | Print Name     |          |            | Date:                  |                       |
| Managing Agent:   | Signature      |          |            |                        |                       |

| IX. Resident Foru        | m (20mins) |  |
|--------------------------|------------|--|
| X. Adjourn Next Meeting: |            |  |
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## I. Executive/Closed Session - Board Only

## § 11B-111. Meetings of homeowners association or its governing body.

- "(4) A meeting of the board of directors or other governing body of the homeowners association or a committee of the homeowners association may be held in closed session only for the following purposes:
- (i) Discussion of matters pertaining to employees and personnel;
- (ii) Protection of the privacy or reputation of individuals in matters not related to the homeowners association's business;
- (iii) Consultation with legal counsel on legal matters;
- (iv) Consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters;
- (v) Investigative proceedings concerning possible or actual criminal misconduct;
- (vi) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the homeowners association;
- (vii) Compliance with a specific constitutional, statutory, or judicially imposed requirement protecting particular proceedings or matters from public disclosure;
- (viii) Discussion of individual owner assessment accounts;
- (5) If a meeting is held in closed session under paragraph (4) of this section: (i) An action may not be taken and a matter may not be discussed if it is not permitted by paragraph (4) of this section; and (ii) A statement of the time, place, and purpose of a closed meeting, the record of the vote of each board or committee member by which the meeting was closed, and the authority under this section for closing a meeting shall be included in the minutes of the next meeting of the board of directors or the committee of the homeowners association.;"