

**Minutes
Colonial Village III
Board of Directors Meeting
15 November 2004**

Call to order:

With a quorum present the meeting was called to order at 6:35 p.m. Present at that time were Stanton Stafford, president; Michael McGregor, vice president; Cheryl Connelly, treasurer; Dennis Gerrity, secretary; Eric Nicoll, member-at-large; unit owner Melissa Bailey; maintenance engineer Stan Kiman; and association manager George Hedrick.

Proof of Notice of Meeting:

All unit owners in attendance acknowledged the timely receipt of notice of this meeting.

Resident Forum:

No one was present to speak.

Reading and Approval of Minutes: Mr. Stafford moved that the minutes of the 20 October 2004 board of directors meeting be approved without change. Mr. Nicoll seconded this motion, and it was approved unanimously.

Reports of Officers:

None.

Management Report:

Engineer: Mr. Kiman told the board that there had been no unusual maintenance problems during the past month. The board asked about broken "cleanouts" for the storm drainage system behind **1729 and 1733 Queens Ln.** Mr. Kiman said Consolidated Waterproofing damaged the former and the lawn service damaged the latter. He said that he had asked Hix & Sons to repair them, and he would have the cost of repairs charged back to Consolidated and McFall and Berry. The board noted that there was a sign in a window at **1801 Queens Ln.**, and it asked and Mr. Hedrick agreed to have it removed. The board noted that there was a one-inch gap between the bottom of the west basement entry door and its threshold at **1809 Queens Ln.** The board asked that a sweep be installed on the bottom of this door to keep vermin from entering this building. Mr. Kiman said Precision Door had promised to install a sweep on this and other doors. The board noted that several of the stakes supporting the plastic rope running between the new hollies along the east side of the parking lot and one section of the plastic rope itself had been broken. Mr. Kiman said that he would repair and replace these items as needed.

October Financial Update: After making allowances for errors and omissions in the October financial report, the most notable of which was \$14,755 to remove dead and dying trees, the board noted CVIII had a year-to-date operating surplus of \$18,156 as of the end of October. The largest component of this surplus was the Water and Sewer account, which was \$12,310 under budget as of the end of October. Expenditures for insurance, legal services, and natural gas were also significantly under budget as of the end of October. Mr. Hedrick acknowledged that CMI had charged a \$2,254.61 bill for lawn service and \$18,092 of storm sewer improvements to wrong accounts. He promised the board that corrections would appear in the November financial report. Details of the October financial report are available for unit owner review at the CVIII office.

Asset Management: The board asked Mr. Hedrick for an update on the status of its request, which was made at its 20 September 2004, that CMI purchase a \$90,000 CD with a thirty to thirty-six month term. Mr. Hedrick said that he could not confirm that this CD had been purchased. In the event that it

had not been purchased and given wide-spread reports of rising interest rates, the board asked that the range of its term to be reduced to between twelve and twenty-four months.

Income Taxes: Mr. Hedrick brought to the board's attention a recommendation from an accounting firm that if CVIII filed its income taxes as a corporation, then it would be beneficial to CVIII if it passed the following resolution on an annual basis prior to the end of the condominium's fiscal year: "The Association elects to apply all or part of the excess assessment income from 2004 to 2005's assessments and that such final amount shall be at the Board's discretion." After discussion, Ms. Connelly moved that the board adopt the above resolution. Mr. Nicoll seconded this motion, and it was approved unanimously.

Correspondence: Pet Compartment: Mr. Hedrick brought to the board's attention a letter from a resident owner living in Building Three who noted that the number of dogs owned by residents of CVIII had increased significantly since he moved into CVIII in 1991, and the problems associated with dog ownership had increased at least proportionally. There are always dogs running loose on the property, and, thus, there is always the possibility of a lawsuit by someone injured or frightened by an unrestrained dog. He said that "he was tired of stepping in dog feces, seeing dog feces, smelling dog feces in trash rooms and basements and worrying about their effect on the resale value of his unit." He criticized the board for its passive attitude toward this problem. He noted that when he moved into CVIII, dog and cat owners were required to submit pictures of their pets to the property manager, but this requirement is no longer enforced. He reminded the board that CVIII's by-laws clearly state that the commons are for everyone, not just dog owners, and the no one had the right to do anything on or to the commons that lessened ability of others to enjoy the commons. He suggested that the board deliver an ultimatum to dog owners: either obey CVIII's regulations with respect to pet ownership or find some place other than CVIII's commons to exercise their dogs. The board discussed this letter and the possibility of acting on some of its recommendations in the future.

Noisy Party: Mr. Hedrick brought to the board's attention a letter from a resident in which he complained about the noise generated by guests, who numbered twenty-five or more, at a lawn party hosted by residents of a unit at 1733 Queens Lane on 6 November 2004. This party started before 2:00 p.m. and ended at 10:00 p.m. or shortly thereafter. He said that if "CVIII is going to spend \$14,000 or more to install a fence and gates to keep loud and drunken non-residents off its commons, then it should enforce its own rules and regulations forbidding such noisy and obnoxious behavior by its residents and their guests on the commons." He noted that "the peaceful, tranquil atmosphere that one normally finds on CVIII's lawns adds enormously to the value of its units. Allowing residents to hold noisy, frat-house style parties destroys this value. If CVIII gets the reputation of being a 'party' condo, then others will seek to lease or buy units for the sake of that life-style and the rest of us will be worse off for it." He asked the board to enforce Article XI, Section 1, Paragraph (q) of CVIII's By-Laws, which states: "No Unit Owner shall make or permit any disturbing noises by himself, his lessee, his family, his servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants." Mr. Hedrick told the board that he had written the owner of this unit asking that they advise their tenants "to immediately and permanently cease and desist from this type of activity." Mr. Hedrick also noted that CMI did not have a copy of the lease for the current tenants of this unit, which was a violation of Article XI, Section 1, Paragraph (f) of CVIII's by-laws, and that he had requested a copy of this lease, warning of fines and/or legal action in the absence of cooperation. The board thanked Mr. Hedrick for acting promptly on this complaint.

Committee Reports:

None.

Old Business:

Security Fences and Gates: Mr. Gerrity informed the board that the Design Review Committee (DRC) of Arlington County's Historic Affairs and Landmark Review Board (HALRB) on 3 November 2004 approved unanimously CVIII's application to install a security fence and locking gate

between 1816 and 1817 Queens Lane and replace the existing gate in the Wilson Blvd. fence with a locking gate. The DRC voted to place CVIII's application on the consent agenda of the HALRB's meeting on 17 November 2004.

Replacement Chimney–1729 Queens Lane: Mr. Hedrick informed the board that construction of the replacement chimney behind 1729 Queens Ln. had been completed except for obtaining and installing a twelve-inch sleeve to connect the clay flue in the chimney with the vent pipes for the hot water heaters located in this building's boiler room. He said that equipment used for this project that was sitting in the parking lot would be removed shortly. The board asked and Mr. Hedrick agreed to keep the area where this equipment was sitting fenced off with warning tape so residents don't park there and interfere with the removal of this equipment. The board asked about debris left behind 1729 Queens Ln. Mr. Hedrick said he would see that it was cleaned up and removed. Mr. Hedrick said that Consolidated Waterproofing had not repaired damaged brick window wells as requested by the board, but would return to do so in the Spring.

Doormats: The board reminded Mr. Hedrick that it had authorized the purchase of twenty-eight floor mats in the fall of 2003. These mats were to be placed immediately inside building entry doors to help keep common hallway carpeting clean. The board asked him for a status report on their procurement. Mr. Hedrick told the board that a 50% down payment on these mats had been sent to the vendor, Commercial Carpets of America (CCA), eight months ago and he had spoken several times to the sales rep, Ms. Courtney Ward, during that period. The board discussed getting CVIII's law firm involved if a personal visit to CCA by Mr. Gerrity did not produce results.

Assignment of Common Element Interests for Units #230 and #230A: Mr. Hedrick told the board that CMI's main office had not completely corrected errors in the assignment of common element interests for units #230 and #230A. This led to the owner of unit #230A being overcharged \$324 and the owner of Unit #230 being undercharged \$324. To correct these errors CMI reimbursed CVIII for unit #230's \$324 underpayment and credited the owner of unit \$230A for her \$324 overpayment.

Laundry Room Security: Mr. Stafford, Mr. Hedrick and Mr. Kiman discussed setting up a meeting to review options for installing ventilation fans to serve laundry rooms so that the windows in these rooms could be secured to prevent unauthorized access.

Landscaping: Mr. Hedrick presented the board with bids of \$8,220 from Davey Tree Experts and \$9,140 from Bartlett Tree Service to do the work listed below. Mr. Hedrick told the board that both companies had advised him that they thought it was impractical to bring equipment onto CVIII's grounds that would grind out stumps deeper than eight to twelve inches: and this was reflected in their bids.

1. Remove two Austrian Pines located behind 1829 Wilson Blvd. These trees are dying because their roots have fungal infections. Grind out stumps as close to two feet below grade as possible.
2. Remove to near grade level one Red Maple located in a Resource Protected Area (stream buffer) adjacent to the 1800 block of N. Rhodes St. Haul away wood and debris.
3. Remove a dying Canadian Hemlock located at the northwest corner of 1805 N. Rhodes St. Grind out stump as close to two feet below grade as possible.
4. Remove a dead Green Ash located on the east side of 1816 Queens Ln. Grind out stumps as close to two feet below grade as possible.
5. Remove a Chinese Elm located in front of 1812 Queens Ln. This tree was partially uprooted by Hurricane Isabel. Grind out stump as close to two feet below grade as possible.
6. Remove a Siberian Elm located between 1737 and 1801 Queens Ln. Hurricane Isabel snapped off two thirds of this tree. Grind out stump as close to two feet below grade as possible.
7. Grind out the stump as close to two feet below grade as possible of a London Plane located in front of 1733 Queens Ln. that had been cut down because of severe damage done by Hurricane Isabel.
8. Remove a Siberian Elm located in front of 1725 Queens Ln. Hurricane Isabel snapped off one half of this tree. Grind out stump as close to two feet below grade as possible.

After discussion, Mr. Gerrity moved that CVIII accept Davey's bid of \$8,220 to remove the trees and stumps listed above. Mr. Stafford seconded this motion, and it was approved unanimously. Mr. Gerrity informed the board that the Design Review Committee (DRC) of Arlington County's Historic Affairs and Landmark Review Board (HALRB) on 3 November 2004 approved unanimously CVIII's application to remove the trees listed above. The DRC voted to place CVIII's application on the consent agenda of the HALRB's meeting on 17 November 2004. The board asked and Mr. Hedrick agreed not to give Davey authorization to proceed until the HALRB had voted to approve the removal of these trees. This vote was scheduled for 17 November 2004.

New Business:

Lawn Service and Snow Removal Contracts for 2005 and 2006:

At the board's request, Frank Jones, a manager with McFall and Berry, CVIII's lawn service contractor for the past two years, attended this meeting to review his firm's performance in 2004 and to discuss a new contract for 2005 and 2006. The board told Mr. Jones that McFall and Berry had done a better job in 2004 than 2003, but it wanted further improvements in 2005. The board asked that McFall and Berry take a proactive approach toward improving the appearance of CVIII's grounds. The board said that it would accept "better costs more" as long as it had a way to gauge the extent of improvements against their costs. **Supervision:** The board told Mr. Jones and Mr. Hedrick that better supervision of McFall and Berry's work crews was the key to improving the quality of their work. McFall and Berry's supervisors had to get out of their trucks and walk the property during and after every visit to CVIII by one of their work crews. The same held even more so for Mr. Hedrick in as much as his firm's contract with CVIII obligated him to make sure contractors fulfilled their obligations before they were paid. Mr. Hedrick and Mr. Jones made a commitment to the board to conduct a joint inspection of CVIII's grounds at least once a month, March through December during the coming year. **Specific Improvements:** In addition to more attention to basic lawn maintenance—fertilization, aeration, weed suppression, and overseeding, the board asked that cleaning up debris, with particular emphasis on the leaves and cones that fall off of magnolia trees, and weeding mulch, flower and shrubbery beds be done thoroughly every time the lawn was cut. The board insisted that lawn mowers be operated at a moderate speed and in a prudent manner so they do not create ruts, tracks or gouge marks in the lawns and do not damage storm drainage cleanouts and junction boxes for the electrical wiring for pole lamps. The board also insisted that sufficient advance notice of pesticide, herbicide and fertilizer applications be given so that residents could be forewarned by written notice. The board asked that plants located symmetrically with reference to building entrances be pruned to common sizes and shapes: and where there was a disparity, smaller plants would be allowed to grow to match the size and shape of larger plants. **Termination of Contract:** The board asked and Mr. Jones agreed to remove the words "just cause" from Section II, Paragraph L of the final draft of McFall and Berry's contract with CVIII for 2005 and 2006. This paragraph dealt with how the contract could be terminated prior to its agreed date of expiration. The board said that the words "just cause" were so ambiguous that they would lead to excessive legal fees should either party to this contract attempt to exercise this clause. **Snow Removal Contract:** The board asked and Mr. Jones agreed that McFall Berry's supervisors would leave work tickets at the CMI office at 1903 Key Blvd. showing (i) how many men and when they started and finished working to clear CVIII's stoops, steps and walk ways of snow and ice and (ii) when plow trucks and sand/icemelt trucks started and finished working to clear CVIII's parking lot of snow and/or ice. Supervisors would write up and leave separate tickets at CMI's site office for each visit to CVIII by a work crew and truck. **Motion to Approve Contracts:** After further discussion, Mr. Gerrity moved that the board accept McFall and Berry's bids to provide CVIII with lawn and snow removal service for the years 2005 and 2006. The fee for lawn service in 2005 would be \$23,222.46, payable in ten installments of \$2,322.25, each due on the first of the month, March through December 2005. The fee for lawn service in 2006 would be \$23,686.91, payable in a similar fashion to 2005. The lawn service contract will contain language committing McFall and Berry to (i) improved supervision of its work crews; (ii) slower and more careful operation of machinery; (iii) advanced notice of herbicide, pesticide and fertilizer applications;

(iv) pruning of plants and shrubbery to specifications provided by CVIII; (v) thorough removal of weeds and debris from CVIII's lawns, flower, shrubbery, mulch and ivy beds every time the lawns are cut; (vi) the right of both CVIII and McFall and Berry to cancel this contract with thirty days notice without reference to cause. The contract for snow removal contains the following fees: \$115 an hour for plowing using a four-wheel drive pickup; \$115 an hour plus material for a sand/icemelt truck; \$42 an hour per man for shoveling; \$50 an hour for snow throwers; \$20.50 per fifty-pound bag of icemelt. All hourly charges are subject to a two-hour minimum. The snow removal contract will contain language committing McFall and Berry to providing work tickets showing the number and hours of men and types of equipment employed in clearing CVIII's stoops, steps, walks and parking lot of snow and ice. Ms. Connelly seconded this motion, and it was approved unanimously.

Insurance: Noting that CVIII had purchased its insurance from the same firm, State Farm, for the last sixteen years without seeking competitive bids, the board asked Mr. Hedrick for an update on its request for bids from three firms to provide CVIII with insurance. Mr. Hedrick said that he had asked State Farm, CUA and a third firm for bids, but all indicated that they wanted to wait until CVIII's current policy was closer to its expiration date in June 2005 before bidding. The board asked and Mr. Nicoll agreed to review of CVIII's insurance coverage and oversee CMI's solicitation of competitive bids on this coverage in 2005. Mr. Hedrick agreed to provide Mr. Nicoll with a copy of CVIII's current policy.

Carpet Cleaning: The board noted the common hallway carpeting in buildings with eight units appeared soiled enough to warrant cleaning twice rather than once a year. The board asked and Mr. Hedrick agreed to inspect hallway carpeting in these buildings and report back on whether cleaning it more frequently was justified.

Snow-Throwing Machine: Mr. Kiman asked the board to approve the purchase a Model #3866135 Yardman snow throwing machine to replace his current machine, which, while still running, was ten years old and near the end of its expected service life. The new machine would be twice as productive because it would allow Mr. Kiman to clear CVIII's walks in one pass rather than two passes the current machine required. Mr. McGregor moved that CVIII authorize \$1,800 to purchase a Yardman #386135 snow-throwing machine. Mr. Nicoll seconded this motion, and it was approved unanimously.

2004 All-Village Holiday Party: Mr. Hedrick informed the board that this year's all-village holiday party for residents of CVI, CVII, CVIII and the Commons would be held on 15 December 2004 at 6:30 p.m. in CVII's meeting room in 1701 N. Troy St. Mr. Hedrick asked that CVIII make a \$200 contribution to defray the cost of this party, and Mr. Stafford so moved. Mr. Gerrity seconded this motion, and it was approved unanimously.

Holiday Bonuses: After discussion, Mr. Stafford moved that CVIII give the following holiday bonuses: George Hedrick, \$1075; Stan Kiman, \$825; Leoncio Guevara \$325; Leona Moore, \$225. Mr. Gerrity seconded this motion, and it was approved unanimously.

Executive Session:

Mr. Stafford moved that the open session of this meeting be adjourned, and the board go into executive session for the purposes of discussing delinquent assessments, holiday bonuses, Mr. Hedrick's job performance, Mr. Kiman's job performance and competitive bids to manage CVIII. Ms. Connelly seconded this motion, and it was approved unanimously at 8:04 p.m.

The board decided that it would not hold a meeting in December unless an emergency arose. The next board meeting is scheduled for 6:30 p.m. on 17 January 2005 in the conference room in the CMI office at 1903 Key Blvd.

Mr. Stafford moved that this meeting be adjourned. Ms. Connelly seconded this motion, and it was approved unanimously at 8:20 p.m.