

**CAMERON STATION COMMUNITY ASSOCIATION**

**BOARD OF DIRECTORS**

**ZOOM MEETING DRAFT AGENDA (as of 9/22/20)**

**September 29, 2020 – 7:00 P.M.**

*Until approved at the meeting, this draft agenda is subject to change*

**Link:** <https://zoom.us/j/97385179058?pwd=TUg1V1lv-M011VSt-JS2k5b3NELOIRUT09>

**Meeting Number (access code):** 973 8517 9058

**Meeting Password:** 319862

**Join by phone:** 1-301-715-8592

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I.	CALL TO ORDER	7:00 P.M.
II.	APPROVAL OF AGENDA AND MINUTES – July & August 2020	7:00 P.M.
III.	PRESENTATION	7:05 P.M.
IV.	HOMEOWNERS FORUM	7:15 P.M.
V.	HEARINGS	7:30 P.M.
VI.	COMMITTEE REPORTS (CAC, CCFC, FAC, Comm Com, Activities/Social, ARC)	7:45 P.M.
VII.	PROFIT REPORT	8:00 P.M.
VIII.	TREASURER'S REPORT	8:05 P.M.
IX.	MATTERS FOR BOARD DECISION	8:15 P.M.
	1. Ratifications of Unanimous Electronic Vote(s)	
	a. Profit Amendments #3 - #5	
	2. FAC Appointment – C. Lasik	
	3. Turf Enhancement Proposal	
	4. Resolution Review Summary – Rescind Outdated Resolutions	
	5. Complaint Policy Resolution – Amendment	
	6. Light Repair Proposal	
	7. Polling Location Request	
X.	MATTERS FOR BOARD DISCUSSION/INFORMATION	8:35 P.M.
	1. Parking Enforcement Update	
	2. 2021 Budget Draft Update	
	3. Trash Proposal Update	
	4. Transition Update	
	5. Action Item List	
XI.	OLD BUSINESS	8:45 P.M.
XII.	NEW BUSINESS	8:50 P.M.
XIII.	EXECUTIVE SESSION	9:00 P.M.
	(ARC Hearings, Contract negotiations: Profit Amendment, Fleet Shuttle Bus Contract, Basketball Court Floor, Landscape Proposal, Delinquencies)	
XIV.	ADJOURN	9:30 P.M.

Prepared by:

Heather Graham, CMCA, PCAM (Executive Vice President - CAMP, LLC)  
& Susan Cassell (On Site Manager – CAMP, LLC)

*\*Noted times above are only intended to serve as a guide and may be subject to change without notice depending upon length of conversation by Board members.*

**MINUTES**  
**CAMERON STATION COMMUNITY ASSOCIATION**  
**BOARD OF DIRECTORS MEETING**  
**AUGUST 25, 2020**

NOTICE: This meeting was held by electronic communication means of virtual video conference due to the existence of a Virginia State of Emergency permitting public gatherings.

**BOARD MEMBERS PRESENT:**

Sarah Walsh- Vice President  
Thomas Sugrue- Secretary  
Joan Lampe- Treasurer  
Kimberlee Canter- Director  
Jon Dellaria- Director

**BOARD MEMBERS ABSENT:**

Michael Johnson I- President

**ALSO PRESENT:**

Heather Graham, CMCA®, PCAM®, Executive Vice President of Community Association  
Management Professionals (CAMP)  
Susan Cassell, On-Site Community Manager  
Janeva Sharps, On-Site Assistant Community Manager  
Todd Sinkins, Association's Attorney  
Toni Mancinelli, Recording Secretary

**I. CALL TO ORDER**

**Motion:** Sarah Walsh made a motion to call the meeting to order. The meeting was called to order at 7:07 pm.

**II. APPROVAL OF AGENDA AND MINUTES**

The Board reviewed the agenda and July 28, 2020 minutes.

Sarah Walsh suggested the following edits to the agenda order and matters of business:

1. Call to Order
2. Approval of Agenda and Minutes
3. Email Update from ACPD Lt. Weinert
4. Homeowners Forum
5. Committee Reports
6. Treasurer's Report
7. Matters for Board Decision
  1. Ratifications of Unanimous Electronic Vote(s)
  2. Board Member Resignation and Subsequent Appointment
  3. Annual Meeting Online Election Vendor
  4. Fleet Transportation
  5. Investment Policy

**MINUTES**  
**CAMERON STATION COMMUNITY ASSOCIATION**  
**BOARD OF DIRECTORS MEETING**  
**AUGUST 25, 2020**

- 45           6. Infectious Disease  
46           7. 2020 Interim  
47           8. Fall Flower Proposal  
48           9. Virtual Annual Meeting Policy  
49       8. Matters for Board Discussion/Information  
50           7. Annual Meeting Date and Meet the Candidates Night  
51

52 **Motion:** Joan Lampe motioned and Kim Canter seconded to approve the meeting agenda with the  
53 suggested edits as noted above. The motion passed unanimously.  
54

55 **Motion:** Kim Canter motioned and Jon Dellaria seconded to table the review of the July 28th, 2020  
56 Board of Director meeting minutes until the September 2020 Board Meeting. The motion passed  
57 unanimously.  
58

59 **III. EMAIL UPDATE FROM ACPD LT WEINERT**  
60

61 Sarah Walsh informed the community of an email update from the Lieutenant Weinert, Cameron  
62 Station's liaison with the ACPD, who was addressing the car break in reports throughout the Cameron  
63 Station Community. Sarah Walsh read the email update stating that during the period of August 16th-  
64 18th, there were 10 auto larceny events that occurred on Barber, Waple, Barrett, Gardner, Kilburn,  
65 Medlock, Donovan, and John Ticer. All cars that were reported broken into were unlocked and Sarah  
66 Walsh asked the residents to make sure all cars are always secured.  
67

68 Jon Dellaria requested that Sarah Walsh follow up with the officer regarding more police patrolling  
69 throughout the parks. Kim Canter also requested that a general reminder be sent out to the residents  
70 regarding general security of cars and packages left on doorsteps.  
71

72 **IV. HOMEOWNERS FORUM**  
73

74 Owner Greg Hillson requested that the most up to date minutes be posted for resident access and also  
75 stated that the April 2020 minutes are the last minutes available on the website. Mr. Hillson requested  
76 the Board reconsider the elimination of a certain clause in the Investment Policy Resolution- to be  
77 reviewed in the upcoming Matters for Board Decision.  
78

79 **V. COMMITTEE REPORTS**  
80

81 **1. Common Area Committee**  
82

83 Robert Burns requested the Board to consider the upcoming Fall Flower Proposal- to be reviewed in the  
84 upcoming meeting agenda items. Rob Burns also updated the Board about the proposal review in  
85 progress for the ongoing Paving project.  
86

87 **2. Cameron Club Facilities Committee**  
88

**MINUTES**  
**CAMERON STATION COMMUNITY ASSOCIATION**  
**BOARD OF DIRECTORS MEETING**  
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Dan Ogg informed the Board that the Fitness Center and Pool operations have been going well with high attendance and the pool is to remain open through September. Sandesh Risal and Ben Rogers informed the Board of the pool staff's enforced protocol regarding mask requirements while guarding the pool and in the designated lifeguard areas. Susan Cassell informed the Board that there were a couple of incidences of photos being taken of the pool deck area and she has been following up with the Association's Attorney regarding this matter. Rich Mandley stated that there was a 93% show rate for fitness reservations to date. Sarah Walsh requested a report detailing the statistics of all residential use of the facilities as can be tracked.

**3. Financial Advisory Committee**

Panagiotis (Takis) Taousakis informed the Board that the committee has decided to initiate segregation between operating and reserve funding for future banking in order to create a more organized financial reporting of Association funds.

**4. Communications Committee**

Patricia Sugrue informed the Board of the following updates:

- The Compass Newsletter September/October issue has been worked on and will close for editorial purposes on August 30th
- The Welcome Committee has adapted to using an online process
- There has been a change of photographer for the Compass Newsletter to resident, Sally McConnell
- Lenore Marema was voted on as a voting member to the Communications Committee

**5. Activities and Social Events Committee**

Sarah Walsh spoke on behalf of the Activities and Events Committee due to the inability for a member to be present at the meeting. Sarah Walsh informed the Board of the following events:

- There will be a community wide ice cream social hosted in early September
- The annual fall yard sale was planned for September 18th
- The community-wide Shred Day will take place on September 26th from 9am-12pm
- Community Halloween events have started to be discussed and the committee has reached out to the City for advisement on regulations and guidelines for safety and health during the pandemic

**6. Architectural Review Committee**

Craig Schuck expressed his gratitude to CAMP and the Board for having Mimi Kebede remain as the Covenants Administrator for Cameron Station. Craig Schuck informed the Board that there have been many applications throughout the community for roof replacements and conversions of front yards from soft-scape to hard-scape.

**VI. TREASURER'S REPORT**



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Joan Lampe updated the Board that the financial statements have been received from the previous management company and a \$281K favorable variance has been noted from the actual vs budget report. Joan Lampe suggests that much of the variance was due to the deferral of expenses related to the COVID-19 pandemic. She stated that after reviewing the actual year-to-date net income, a budgeted loss of \$18K has been noted. Joan Lampe mentioned that this loss was most likely attributed to late condominium payments, however, more detailed information about this will be presented at the September Board Meeting.

**VII. MATTERS FOR BOARD DECISION**

**1. Ratifications of Unanimous Electronic Vote(s)**

Upon unanimous email vote, the appointment of Joan Lampe for the Treasurer of the Association was confirmed following the resignation of Martin Menez.

**Motion:** Kim Canter motioned and Jon Dellaria seconded to approve ratification of Joan Lampe as the Treasurer of the Association effective August 14, 2020. The motion passed unanimously.

**2. Board Member Resignation and Subsequent Appointment**

In response to a Call for Candidates Community Notice distributed in early August, four owners submitted their names for consideration. Management provided the Board with their Candidate Statements for their review.

The following Candidates spoke to the Board regarding the position in question and their candidacy:

- Greg Hillson
- Andrew Hill
- Elliott Waters
- Juan Carlos Lopez - Campillo

The Board was advised that Elizabeth O'Conner withdrew her name for consideration.

Tom Sugrue, Joan Lampe, and Sarah Walsh all expressed their gratitude for the interest and support of the candidates.

**Motion:** Tom Sugrue motioned and Joan Lampe seconded to approve the appointment of Andrew Hill to fill the remaining term held by Martin Menez set to expire November 30, 2021. The motion passed unanimously.

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**3. Annual Meeting Online Election Vendor**

**MINUTES**  
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**Motion:** The Board decided to table the Annual Meeting Online Election Vendor to the end of the meeting when the Association's Attorney is present and can advise.

**4. Fleet Transportation- Extension of Suspension**

Management reminded the Board that the services provided by Fleet Transportation had been suspended during the COVID-19 Pandemic in accordance with previous Board decisions and is set to expire on September 8, 2020. Management provided an owner concern to the Board regarding the lapse of services for their review and further consideration. Tom Sugrue suggests another survey to be conducted, specifically for shuttle ridership interest within the community. Management stated that they will follow up with survey options and efficient suggestions to collect the data at the next board meeting.

**Motion:** Tom Sugrue motioned and Joan Lampe seconded to extend the contract for the shuttle bus services by Fleet Transportation to October 12, 2020 with service starting on October 13, 2020. The motion passed unanimously.

**5. Investment Policy Resolution**

Management provided the Board with a revised Investment Policy Resolution- previously reviewed by the Finance Committee and legal counsel- for their review. Joan Lampe stated that the policy will hold 2020 standards for investing. Joan Lampe also stated her concerns about keeping the Association's funds in the current financial institution as it has been for decades at this point and also suggests that an RFP be sent out to other institutions sometime in the future. Fred Blum added that this updated policy is necessary to adopt before any further inquiry into other institutions are made.

**Motion:** Tom Sugrue motioned and Joan Lampe seconded to adopt the revised Investment Policy Resolution #20-01 and rescind the prior Resolution #2014-01. The motion passed unanimously.

**6. Infectious Disease Preparedness and Response Plan**

Management provided to the Board an Infectious Disease Preparedness and Response Plan outlining the necessary actions the Association, Association Vendors, and CAMP Employees will take to ensure compliance with the requirements imposed by the Virginia Governor.

**Motion:** Joan Lampe motioned and Tom Sugrue seconded to approve the Infectious Disease Preparedness and Response Plan as submitted. The motion passed unanimously.

**7. 2020 Interim and Year End Audit Engagement**

Management informed the Board that upon review of the Association documents and contracts, it was noted that the 2020 Audit Engagement Letter had not been executed. In addition, Management informed the Board that the combined cost for the 2020 interim audit and the 2019 audit would be \$6,950.

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**Motion:** Joan Lampe motioned and Kim Canter seconded to approve the 2020 Interim and Year End Audit Engagement as submitted for a cost not to exceed \$5,500 as a 2020 expense and not to exceed \$6,950 as a budgeted 2021 expense, respectively. The motion passed unanimously.

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The Association's Attorney, Todd Sinkins, joined the meeting virtually at 8:35pm.  
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**8. Fall Flower Proposal**

The Common Area Committee provided the Board with a Fall Flower Proposal in the amount of \$9,025 for their review and consideration.

**Motion:** Joan Lampe motioned and Kim Canter seconded to approve the Fall Flower Proposal by Landcaster Landscapes for \$9,025 with the budgeted Flower Rotations and Enhancements General Ledger Line Item. The motion passed unanimously.

**9. Virtual Annual Meeting Policy**

Management provided the Board with a Resolution drafted from the Association's Attorney outlining the suggested governance procedures for the upcoming virtual annual meeting. The drafted "Administrative Resolution regarding Procedures Related to Virtual Annual Meetings" outlined the following:

- Nominations will not be made from the floor- anyone interested in submitting a candidate statement must do so by the required date.
- Owners will be required to validate their ownership prior to participation, which will be incorporated into the online voting registration process. Each owner will be assigned a unique code.
- The requirement for the Inspectors of Election will be deemed satisfied either through the electronic platform and/or through the delegation to the Management Agent (or other person) to collect paper proxies/ballots.
- This provides two methods of proxy collection- either electronic or paper and there will not be an "uninstructed" option, meaning that proxies will either only count towards quorum or be instructed with a specific vote.
- Quorum will be deemed present throughout the meeting even if an owner leaves in the middle of presentation.

**Motion:** Upon some lengthy discussion with the Association's Attorney about the policy and its conditions, the Board decided to table the matter in order to move on to discussing the Annual Meeting Online Election Vendor and then continue the discussion of the policy further afterwards.

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**Annual Meeting Online Election Vendor**

Management provided the Board with proposals from online voting vendors, Survey and Ballots (aka myDirectVote) and VOTE HOA Now, for their review and decision for the upcoming Annual Meeting.

On Line Platform	Cost	Services/Notes
Survey and Ballot (My Direct Vote)	Tier 1 - \$749 Management Staff administers + 1 hour of Customer Service help Tier 2 - \$1,199 same as above but with unlimited Customer Service Tier 3 - \$1,499 – Survey staff handles the entire process	Includes one invite email with link and one reminder email to the owners
VOTE HOA Now	\$1,315 – The VOTE HOA Now team handles the entire process	Includes one invite email with link and emails to be sent every 3-4 days provided voting time is no more than 30 days.

Management reminded the Board that the Association has a current budget of \$2,500 for the Annual Meeting expenses for the purposes of room rental, prizes, food, etc which will not be necessary under the present circumstances due to COVID-19.

**Motion:** Tom Sugrue motioned and Joan Lampe seconded to approve contracting with myDirectVote for Online Election Service for the Annual Meeting Election not to exceed \$3669. The motion passed unanimously.

**Virtual Annual Meeting Policy (continued)**

The Board continued discussion about the Virtual Annual Meeting Policy after decision regarding the Annual Meeting Online Election Vendor.

**Motion:** Tom Sugrue motioned and Jon Dellaria seconded to adopt the Virtual Annual Meeting Policy Resolution subject to legal amendments. The motion passed unanimously.

**VIII. MATTERS FOR BOARD DISCUSSION/INFORMATION**

**1. Parking Enforcement**

Management stated that they have been soliciting bids to vendors who would enforce parking throughout the community, per prior Board request. Management also requests that the Board clarify their preferred yearly hour limit for the contract.

Kim Canter stated her confusion on whether or not the community parking is regulated by the City or not. The Association's Attorney confirmed that the Community Association is responsible for the parking regulation and the parameters should be listed in the Community Association Governing Documents.

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**2. Resolution Summary Review**

Management informed the Board that the Association's Resolutions have been in the process of review and may need future attention from the Board within the next few meetings.

**3. 2021 Budget Draft Update**

Management informed the Board that the first draft of the 2021 budget will be finalized by the week of September 24th.

**4. Trash and Landscape Proposals Update**

Management informed the Board that final negotiations regarding the trash contract have been in progress and will be announced to the Board when there is an update. Management also informed the Board that the Common Area Committee has been in the process of finalizing their review of the landscape contractors and will provide a recommendation to the Board after their September meeting.

**5. Transition Update**

Management informed the Board of the current transition progress:

- i. The July financial statement was recently received and account balances will be reconciled.
- ii. Statements with current balances or credits will be mailed to owners during the month of September to coincide with the October quarterly payments.
- iii. Association contracts and documents are still in the process of review and appropriate filing.
- iv. The new Assistant Manager has been hired and the hiring process for the Administrative Assistant is being finalized.

**6. Action Item List**

Management provided the Board with the Action Item List for their review.

**7. Annual Meeting Date and Meet the Candidates Night**

Sarah Walsh, Michael Johnson I, and Tom Sugrue previously discussed the dates for the Annual Meeting Date and the Board as a whole decided to host it on Monday November 9th, 2020.

After some discussion, the Board agreed to have the Meet the Candidates Night on Thursday October 29<sup>th</sup> 2020. The Board also agreed that the timeline for the Online Voting and Mail-in Ballots be the dates--Oct 26<sup>th</sup> to noon on November 9<sup>th</sup> 2020, respectively.

**IX. OLD BUSINESS**

There was no old business to discuss.

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**X. NEW BUSINESS**

There was no new business to discuss.

**XI. EXECUTIVE SESSION**

**Motion:** Kim Canter motioned and Tom Sugrue seconded to enter into an executive session at 9:43pm for the purposes of consulting with legal counsel and conducting 3 Architectural Hearings. The motion passed unanimously and the meeting was moved to executive session.

It was noted that the Association's Attorney, Todd Sinkins, left the meeting at 9:54pm.

**Motion:** Tom Sugrue motioned and Kim Canter seconded to exit the executive session meeting at 10:15pm. The motion passed unanimously and the meeting was carried into open session.

It was noted that no owners were in the waiting room after the meeting exited executive session.

**Motion:** Joan Lampe motioned and Kim Canter seconded to approve the owner 0509115 request to permanently remove a tree on their property based on the location of the impeding sewer line. The motion passed unanimously.

**Motion:** Jon Dellaria motioned and Kim Canter seconded to table the hearing for owner 0509688 in regards to the installation of stepping stones in the front yard pending the hearing at the next monthly Board meeting. The motion passed unanimously.

**Motion:** Andrew Hill motioned and Jon Dellaria seconded to refer owner 0509967 issue to legal counsel concerning the homeowner complaint against this property. The motion passed unanimously.

**XII. ADJOURNMENT**

**Motion:** Tom Sugrue motioned and Kim Canter seconded to adjourn the meeting at 10:19pm. The motion passed unanimously and the meeting was adjourned.

Respectfully Submitted,

Toni Mancinelli, Recording Secretary  
tmancinelli@gocampmgmt.com

**CAMERON STATION ASSOCIATION  
BOARD OF DIRECTORS MEETING  
7 P.M. ON JULY 28, 2020**

The Cameron Station Association Board of Directors met on July 28, 2020 via video conference. The meeting was held via video conference due to the COVID-19 pandemic restrictions. The following persons were in attendance:

**BOARD OF DIRECTORS**

Mike Johnson, President

Kim Canter, Director

Jon Dellaria, Director

Joan Lampe, Director

Martin Menez, Treasurer

**OTHERS**

Brian Lord – Vice President & HOA Division Director, CMC

Natalie Talis - Alexandria Health Department

Residents of Cameron Station

**REGULAR SESSION**

**CALL TO ORDER**

President Johnson called the Regular Session to order at 7:04 p.m. with a quorum present.

**APPROVAL OF AGENDA**

Director Canter Johnson made a motion to approve the agenda as stated. Director Lampe seconded, and the motion passed unanimously.

**GUEST SPEAKERS**

Ms. Natalie Talis, Population Health Manager, from the Alexandria Health Department gave an update on COVID-19. If residents would like to get up-to-date numbers for Alexandria, they can visit [vdh.virginia.gov/coronavirus](https://vdh.virginia.gov/coronavirus) for updates. In the City of Alexandria there have been 2,700 cumulative cases, 266 cumulative hospitalizations, and 57 deaths. Alexandria has the 2nd highest testing rate for northern Virginia. The City also has a low positivity rate (how many tests come back positive) of 5.9%. More than half of the fatalities in Alexandria have occurred in long-term care facilities.

**HOMEOWNER OPEN FORUM**

Greg Hillson - Mr. Hillson gave compliments to ProFit for efficiency with running the pool. He also wanted to know whether there was a third proposal for the management company selection. President Johnson stated that First Services was the third company.

Ray Celeste - Mr. Celeste wanted to thank Brian for his efforts over the last couple of months. He also wanted to thank Nicole, Mimi and Brittoni for all their support.

**CAMERON STATION ASSOCIATION  
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7 P.M. ON JULY 28, 2020**

**RESIDENT HEARING**

Mr. Hillson filed a complaint that he did not receive any communication from the management company about documentation that he formally requested to review. The Board will discuss the issue in Executive Session and inform the resident of the decision within 7 business days.

**APPROVAL OF MINUTES (TAB 1)**

Treasurer Menez made a motion to approve the June minutes with the following changes. On page 1 under homeowner open forum change “grinded down” to “ground down”. On page 3 under the Communications report add “who” to the second sentence after residents. On page 4 under board discussions delete the word “to” after “created by Mr. Taousakis”. On page 5 in the first and second motions change “state of Virginia” to “Commonwealth of Virginia”. Director Lampe seconded, and the motion passed unanimously.

**FINANCIAL REPORT (TAB 2)**

Treasurer Menez reported that the association is still in the black. Out of the \$190,000 in the black about \$80,000 is staff money that was not paid, about \$42,000 is snow and about \$20,000 is landscaping work that has not been completed or paid for yet. This money is not because of COVID-19. The delinquency rate is currently 2.4%. All of the condo associations paid on time for July. The 2019 audit has concluded and there was a loss of about \$41,000.

**PROFIT REPORT (TAB 3)**

Report was given by Psy Scott. Most of the reservations for the facilities are full. The pool currently has a waitlist. The PPE is well stocked for the next 30 days. The limited availability of the time slots is a concern for the community. The pool reservations are currently 1.5 hours. If the fitness center reservations are decreased by 30 mins then more residents can be accommodated. Currently the waitlist is 923, check-ins 924, cancellations 368, and 996 attendees. Mr. Celeste stated that the committee passed a motion to increase the pool capacity from 20 to 25, the fitness center capacity from 7 to 9 and the classes from 7 to 8. Rich Mandley gave a report on the re-opening proposal in the board packet.

**OFFICERS & COMMITTEE REPORTS**

Facilities (Tab 4) – Report was given by Ray Celeste. The committee would like to open the basketball court. The guidelines would be a single person reservation or a family reservation only. There would be no extra cost to maintain the reservations and cleaning of equipment for the basketball court. The basketball court hours would be Monday, Wednesday and Friday from 9:00 am to 7:00 pm; Tuesday and Thursday from 7:00 am to 5:00 pm; Saturday and Sunday 10:00 am to 8:00 pm with the exception of the classes.

Financial Advisory (Tab 5) – Report was given by Takis Taousakis. The investment policy update is almost finished. The 2019/2020 budget has been sent to all of the committee chairs. The



**CAMERON STATION ASSOCIATION  
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7 P.M. ON JULY 28, 2020**

committee proposed draft budgets should be submitted by the third week of August. The FAC is looking for 2 more members.

Common Area (Tab 6) – Report was given by Robert Burns. There are 10 proposals in the board packet for review and decision. The amount noted for approval on item d is accurate in the packet. Item h is an emergency repair and will put the committee over budget for the year for irrigation repairs.

Activities & Events (Tab 7) – There was no committee member at the meeting to give an update. President Johnson stated the board received an email from Vice President Walsh detailing the fall garage sale and the first shred day.

Architectural Review (Tab 8) – Report was given by Sharon Wilkinson. The committee received 26 resident applications to review.

Communications (Tab 9) – Report was given by Tricia Hemel. The committee welcomed 13 new residents from June to early July. The committee suggest that the rules regarding political signage during an election period be included in the email blast. If anyone has anything, they would like to add to The Compass please let the committee know.

**MANAGEMENT REPORT (TAB 10)**

Report was given by Brian Lord. Management has been short staffed this month with Brittoni being out. Mr. Lord followed up with the paving bidders and he is awaiting the RFP's.

**OLD BUSINESS**

There was no old business to discuss.

**NEW BUSINESS**

There was no new business to discuss.

**BOARD DECISIONS**

Director Lamped made a motion to approve the CAC recommended proposal for streetlight repairs as stated. Director Canter seconded and the motion passed unanimously.

Director Lamped made a motion to approve the CAC recommended proposal for tree pruning as stated. Director Canter seconded and the motion passed unanimously.

Director Lamped made a motion to approve the CAC recommended proposal for landscape enhancement R&M as stated. Director Canter seconded and the motion passed 3 to 1.

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Treasurer Menez made a motion to approve the proposal the CAC recommended proposal for erosion control with the provision that the budget overrun is made up somewhere else in the common area line items for the year. There was no second and the motion failed. Director Lamped made a motion to approve the CAC recommended proposal for erosion control as stated. Director Canter seconded and the motion passed unanimously.

Director Lamped made a motion to approve the CAC recommended proposal for brick R&R survey as stated. Director Canter seconded and the motion passed unanimously.

Director Lamped made a motion to approve the CAC recommended proposal for landscape enhancement as stated. Director Canter seconded and the motion passed unanimously.

Director Lamped made a motion to approve the CAC recommended proposal for irrigation assessment as stated. Director Canter seconded and the motion passed unanimously.

Treasurer Menez made a motion to approve the CAC recommended proposal for irrigation wire with the provision that the difference in budget is made up elsewhere in landscaping. There was no second and the motion failed. Treasurer Menez made a motion to approve the CAC recommended proposal for irrigation wire as stated. Director Lampe seconded and the motion passed unanimously.

Director Dellaria made a motion to approve the CAC recommended proposal to extend the fitness center and pool hours from 7 to 10 hours for the pool season. Director Canter seconded and the motion passed 3 to 1.

Director Dellaria made a motion to approve the CAC recommended proposal for pool and fitness capacity with the pool capacity from 20 to 25, the fitness center from 7 to 9 and indoor classes from 7 to 8 residents. Director Lampe seconded and the motion passed 3 to 1.

**BOARD DISCUSSIONS**

The Board decided to not resume shuttle services and to revisit the issue next month.

**EXECUTIVE SESSION**

Director Lampe made a motion to enter executive session at 10:17 p.m. for the purpose of discussing delinquency, collections, attorney status accounts, covenants, personnel and contracts. Director Canter seconded and the motion passed unanimously. Director Canter made a motion to exit executive session at 11:19 pm. Director Dellaria seconded and the motion passed unanimously.

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Director Canter made a motion to table the matter for account 306-0584 regarding the tree removal until Lancaster has a chance to assess the situation. Director Lampe seconded and the motion passed unanimously.

Director Canter made a motion regarding account 324-9567 to send the request back to ARC for clarification regarding if hardscape is allowed and under what circumstances. Treasurer Menez seconded and the motion passed unanimously.

Director Canter made a motion regarding account 441-4469 to waive the \$25 late fee. Director Dellaria seconded and the motion passed unanimously.

Director Canter made a motion regarding account 413-2945 to table the matter until further information from the homeowner is provided. Treasurer Menez seconded and the motion passed unanimously.

Director Lampe made a motion to table any action on account 303-6453 as stated. Director Canter seconded and the motion passed unanimously.

Director Lampe made a motion to defer any action on account 205-6751 until after the account has been paid. Director Dellaria seconded and the motion passed unanimously.

Director Canter made a motion to waive the \$3,600 late payment for Carlton Place Condos. Treasurer Menez seconded and the motion passed unanimously.

Director Lampe made a motion to approve the ProFit third addendum for the contract subject to legal review. Director Canter seconded and the motion passed unanimously.

Director Dellaria made a motion to approve the consent motion for all Rees Broome related recommendations. Director Canter seconded and the motion passed unanimously.

**ADJOURNMENT**

Director Canter made a motion to adjourn the meeting at 11:33 p.m. Director Lampe seconded, and the motion passed unanimously.

**NEXT MEETING** – August 25, 2020

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**SIGNATURE**

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**DATE**



# A&E Committee Meeting Minutes

## Call to order

A meeting of [Cameron Station Activities & Events Committee](#) was held online on September 2, 2020.

## Attendees

Attendees included [Andrew Yang](#), [Rebecca Stalnaker](#), [Amanda Wilkinson](#), [Sarah Meyer Walsh](#)

## Members not in attendance

Ritah Karera, Catherine Ricketson

## Approval of minutes

n/a

## Upcoming Events

### Ice Cream Trucks (Sunday, September 13, 1-3 pm):

- Trucks setup at Tucker and clubhouse
- Sarah made flyer, to be distributed on Friday, September 4
- Irina Babb sponsored event

### Fall Yard Sale (Saturday, September 19, 8 am - 1 pm, rain date September 26):

- Recommend contactless payments, e.g. Venmo, Paypal
- Rebecca will advertise on local sources, e.g. Craigslist, Facebook, Nextdoor
- Sarah will make flyer for event, to be distributed starting September 4
- Andy will setup signs the week before the event

### Shred Day (Saturday, September 26, 9 am - 12 pm):

- Unlimited shredding at clubhouse
- Sarah will make flyer for event, to be distributed starting September 4

### Halloween Ideas (Saturday, October 31):

- Possible ideas: trunk or treat, parade, decorated spots, e.g. gazebo for handing out treat bags, "Spooky Mile"
- Rebecca will contact Irina Babb for other ideas
- Event to be decided by next meeting in October

## Past Events

n/a

New Ideas

n/a

DRAFT MEETING MINUTES  
CAMERON CLUB FACILITIES COMMITTEE (CCFC) MEETING  
THURSDAY, SEPTEMBER 10, 2020

The following individuals attended the meeting; all attendees were via phone:

Ray Celeste, CCFC Chair (via Zoom)  
Dan Ogg, CCFC Vice Chair (via Zoom)  
Tim Regan, CCFC Recording Secretary (via Zoom)  
Brendan Hanlon, CCFC Member (via Zoom)  
Jon Dellaria, Board of Director's (BOD) Representative to the CCFC (via Zoom)  
Rich Mandley, ProFIT Fitness (via Zoom)  
Psy Scott, ProFIT Fitness (via Zoom)  
Susan Cassell, Community Manager, CAMP (via Zoom)  
Janeva Sharps, Assistant Community Manager, CAMP (via Zoom)  
Ben Rogers, American Pool (via Zoom)  
Larry Weyer, Weyer's Floor Service  
Chris Jay, Precision Flooring  
David Hedge, PlayOn Courts

1. The Cameron Club Facilities Committee meeting was called to order by Ray Celeste at 7:03 p.m.
2. Dan Ogg made a motion to amend the order of the agenda, moving VII(c) to VII(a) so the committee would be able to discuss the floor replacement proposals earlier in the meeting. The motion was seconded by Tim Regan and it passed unanimously. Brendan Hanlon made a motion to approve the agenda, as amended. The motion was seconded by Dan Ogg and passed unanimously.
3. There were no residents present for the open forum.
4. Brendan Hanlon made a motion to approve the CCFC minutes from August. The motion was seconded by Brendan Hanlon and it passed unanimously.
5. Ben Rogers presented the report from American Pool.
  - American Pool sent 2 winterization options for the Committee to discuss.
  - Ben recommends that the community use the "Total Protection Plan option", which is what the community has historically done. He also suggested the community purchase "Gizmos," which plug the drains and skimmers and prolongs the life of the components in the pool. He also suggested anti-freeze and chlorine floaters. Finally, he suggested that the skimmer lines get blown out, which can prevent cracked pipes, which are expensive to repair. The cost for all the recommended services is \$1,493.99
  - **Dan Ogg moved that the Committee direct management to execute the contract as recommended by American Pool for a total of \$1,493.99 from GL6700, Pool Repair**

**and Maintenance. As of MMM 2020, GL6700 had \$XXXX remaining. The motion was seconded by Tim Regan and it passed unanimously.**

- Per the reserve study on the pool, the community is encouraged to replace the media (sand) in the pool filters. This is routine maintenance, recommended to be done every 3-5 years. Cameron Station has not done this in at least 5 years.
- 2 of the filter tanks are going to be recharged. One of the filter tanks is past warranty and it is recommended that it be replaced. The others are a newer model, still under warranty
- Sand is appearing in the return of the pool. It is most likely sand from one of the filters. American Pool will diagnose this for \$420.
- **The CCFC has asked American Pool to diagnose the sand issue and will take further action on the filters after the diagnosis.**

6. Dan Ogg updated the committee on the most recent Board meeting. The BOD is interested in the usage for the fitness center and the pool. ProFIT has been researching and creating a report for the BOD. There were concerns over lifeguards not wearing masks, and residents taking pictures, which CAMP is handling.

7. Susan Cassell from Community Association Management Professionals (CAMP) updated the committee on the following items:

- Janeva Sharps presented the 3 proposals from companies who bid on replacing the basketball court floor. She welcomed representatives from each company.
  - David Hedge from PlayOn Courts presented first. David has seen the addendum from the community attorney and is comfortable with the addendum. One issue that David pointed out was the 10-year warranty exceeding of the standard 1-year warranty.
  - Larry Weyer from Weyer's Floor Service followed up. Weyer is comfortable with city permitting. The 10-year warranty exceeding the standard 1-year warranty is an issue with them as well. There were no other issues raised by Weyer Flooring to the addendum.
  - Chris Jay from Precision Flooring closed out the proposal. Precision is the only company that would like to raise the floor based on the specs that were presented. After their measurements, the floor would be raised 1.75". The doors would have to be adjusted and the adjustment of the height of the door is not addressed in the proposal. They agree to all of the items in the addendum and offered to extend their warranty to 2 years, still short of the 10 requested in the addendum.
- **Dan Ogg made a motion to recommend that the BOD approve the proposal from Precision Flooring, except for Add/Alt#1, "Furnish & Install New Johnsonite Vented Cove Base", for a total of \$43,584.17 from the Reserve Study Account (GL3280). The motion was seconded by Brendan Hanlon and the motion passed unanimously.**
- All of the maintenance trackers have been updated and put into the new CAMP system.
- CAMP was able to procure the water fountain that the CCFC approved for a savings of over \$700.

- CAMP is still catching up and updating the financial information into their database. American Pool will be giving Cameron Station a rebate of \$10,644 from the contract this year.
- **Tim Regan made a motion to direct management to collect the refund of \$10,644 from American Pool and return it to the Pool Repair and Maintenance line item (GL 6700). The motion was seconded by Dan Ogg and it passed unanimously.**
- There are no updates on the locker room renovations.

8. Rich Mandley provided the ProFIT report. 4,412 people used the facilities in August, an average of 142 per day. There were 4,948 bookings on Omnify and 1,582 cancellations. The total bookings possible for August would have been 5,136, so the utilization was 87%. There were 410 people added to a waitlist, 82 for the gym, 324 for the pool, and 4 for classes. Stretch and Core was the most attended class, with 50 participants.

- All of the exercise equipment is functioning. There is one TV that isn't working, but it appears to be an issue with the receiver from Comcast. Comcast is sending a technician out.
- The Committee discussed raising the capacity in the fitness center from 9 to 10 residents and ultimately decided there would be space to allow for the required social-distancing. Adding one more person would not pose an undue challenge for the cleaning crew. **Dan Ogg moved that the Board of Directors increase the capacity in the fitness center to 10 residents. The motion was seconded by Tim Regan and it passed unanimously.**
- ProFIT recommended replacing the Cybex Arc Trainer Serial# B10-04630A9504N5913, which is 10 years old and is no longer under warranty. The new one would cost \$5,399. The Committee noted that this Arc Training is in very good condition and decided that it is not necessary to replace this piece of equipment at this time.
- ProFIT is also recommending that 4 new Olympic Bars be purchased at a total cost of \$1,196. Some of the current bars are wearing out.
- **Dan Ogg moved that CCFC direct CAMP to have ProFIT purchase 4 Olympic Bars for a price, including shipping, not to exceed \$2,000 to be taken out of the Reserves Account (GL3280). The motion was seconded by Brendan Hanlon and passed unanimously.**
- Some residents have requested the pool to be open in the mornings for morning lap swim while the pool is still open. American Pool cannot staff additional hours.

9. There was no pending old business.

10. There was no new business.

11. Brendan Hanlon made a motion that the meeting be adjourned. The motion was seconded by Dan Ogg. The motion passed unanimously. The meeting adjourned at 9:30 pm.



**MEETING MINUTES  
CAMERON STATION COMMUNITY ASSOCIATION, INC.  
ARCHITECTURAL REVIEW COMMITTEE  
Tuesday September 1, 2020**

The regularly scheduled monthly meeting of the Architectural Review Committee (ARC) for September was held on September 1, 2020. The meeting was called to order at 7:00 p.m. by ARC Vice Chair, Gayle Hatheway, with a quorum present. The meeting was conducted via Zoom due to the COVID-19 social distancing guidelines and due to the meeting rooms in Cameron Club being closed.

**ARC MEMBERS IN ATTENDANCE VIA Zoom**

Gayle Hatheway - ARC Vice Chair  
Craig Schuck- ARC Member  
Stephen Pearson- ARC Member  
Jeremy Drislane – ARC Member  
Sharon Wilkinson – ARC Member

**MEMBERS ABSENT**

Kevin Devaney – ARC Member  
Karen Diener - ARC Chairperson

**OTHERS IN ATTENDANCE VIA Zoom**

Cameron Station Residents  
Kim Canter, Board Liaison  
Bethlehem Kebede, Recording Secretary

**APPROVE AGENDA**

**MOVE TO: “Approve the Agenda as amended, include emergency roof replacement application# 20-139”**

Moved By: Sharon Wilkinson

Seconded By: Stephen Pearson

For: All

Against: None

Absent: Karen Diener

**MOTION PASSED**

**RESIDENTS OPEN FORUM**

Residents have joined the meeting however they dialed in to discuss their exterior modification applications, not for an open forum.

**MOVE TO: "Approve the ARC Meeting Minutes from August as corrected."**

Moved By: Sharon Wilkinson

Seconded By: Stephen Pearson

For: All

Against: None

Absent: Karen Diener

**MOTION PASSED****REVIEW OF EXTERIOR MODIFICATION APPLICATIONS**

ADDRESS	MODICATION REQUEST	ARC ACTION/VOTE
5257 Pocosin Ln	Roof Replacement	<b>Approved as submitted.</b> Moved By: Craig Schuck Seconded By: Stephen Pearson For: All Against: None <b>Absent: Karen Diener, Kevin Devaney</b> <b>MOTION PASSED</b>
264 Cameron Station Blvd.	Roof Replacement/Ratify	<b>Approved as submitted.</b> Moved By: Craig Schuck Seconded By: Stephen Pearson For: All Against: None <b>Absent: Karen Diener, Kevin Devaney</b> <b>MOTION PASSED</b>
5032 Grimm Dr.	Tree Replacement/Retroactive	<b>Approved as submitted.</b> Moved By: Craig Schuck Seconded By: Stephen Pearson For: All Against: None <b>Absent: Karen Diener, Kevin Devaney</b> <b>MOTION PASSED</b>
5024 Grimm Dr.	Roof Replacement	<b>Withdrawn by the Homeowner.</b>

5121 Gardner Dr.	Roof Replacement	<b>Approved as submitted.</b> Moved By: Stephen Pearson Seconded By: Craig Schuck For: All Against: None <b>Absent: Karen Diener, Kevin Devaney</b> <b>MOTION PASSED</b>
5012 Waple Ln	Install Awning	<b>Approved as submitted.</b> Moved By: Stephen Pearson Seconded By: Craig Schuck For: All Against: None <b>Absent: Karen Diener, Kevin Devaney</b> <b>MOTION PASSED</b>
5059 Minda Ct.	Roof Replacement	<b>Approved as submitted.</b> Moved By: Stephen Pearson Seconded By: Sharon Wilkinson For: All Against: None <b>Absent: Karen Diener, Kevin Devaney</b> <b>MOTION PASSED</b>
108 Cameron Station Blvd.	Roof Replacement/Ratify	<b>Approved as submitted.</b> Moved By: Stephen Pearson Seconded By: Craig Schuck For: All Against: None <b>Absent: Karen Diener, Kevin Devaney</b> <b>MOTION PASSED</b>
216 Cameron Station Blvd.	Roof Replacement	<b>Approved as submitted.</b> Moved By: Stephen Pearson Seconded By: Sharon Wilkinson For: All Against: None <b>Absent: Karen Diener, Kevin Devaney</b> <b>MOTION PASSED</b>
122 Martin Ln	Roof Replacement	<b>Approved as submitted.</b> Moved By: Stephen Pearson Seconded By: Craig Schuck For: All Against: None <b>Absent: Karen Diener, Kevin Devaney</b> <b>MOTION PASSED</b>

389 Livermore Ln	Roof Replacement	<b>Approved with stipulation that the color matches the existing</b> Moved By: Stephen Pearson Seconded By: Craig Schuck For: All Against: None <b>Absent: Karen Diener, Kevin Devaney</b> <b>MOTION PASSED</b>
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## **MATTERS FOR INFO/DISCUSSION/DECISION**

### **Board Meeting Report**

There was a brief report made to members on topics discussed from the previous board meeting. An ARC member is scheduled to attend the next regularly scheduled monthly board meeting.

### **Covenants Report- August 2020**

- The # of Comprehensive Inspections conducted in August is 0.
- The number of Resale Inspections conducted in August is 16.
- The number of Exterior Modification Applications reviewed in August is 19.
- No vehicle was towed in August.
- The # of letters mailed in August is 19.
- The next meeting will be on October 6, 2020, applications are due by September 25, 2020 for this meeting.

### **MOVE TO: "Adjourn the Meeting at 8:12 p.m."**

Moved By: Sharon Wilkinson

Seconded By: Stephen Pearson

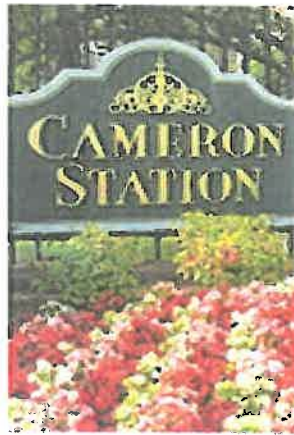
For: All

Against: None

Absent: Karen Diener, Kevin Devaney

**MOTION PASSED**

*Minutes prepared and submitted by: Bethlehem Kebede, Covenants Administrator*



## **Cameron Club Monthly Report**

**August 2020**

### **Attendance and Usage**

August – 4,412

- Average usage per day- 142
- Bookings: 4,948
- Check-ins: 4,470
- Cancellations: 1,582
- Total possible bookings: 5,136
- Percent Utilization: 87%
- Waitlist total 410 (Gym 82, pool 324, classes 4)

Previous month:

- July – 3,455
- Average usage per day- 203

### **Facility & Operations**

#### **Group Exercise Class Program**

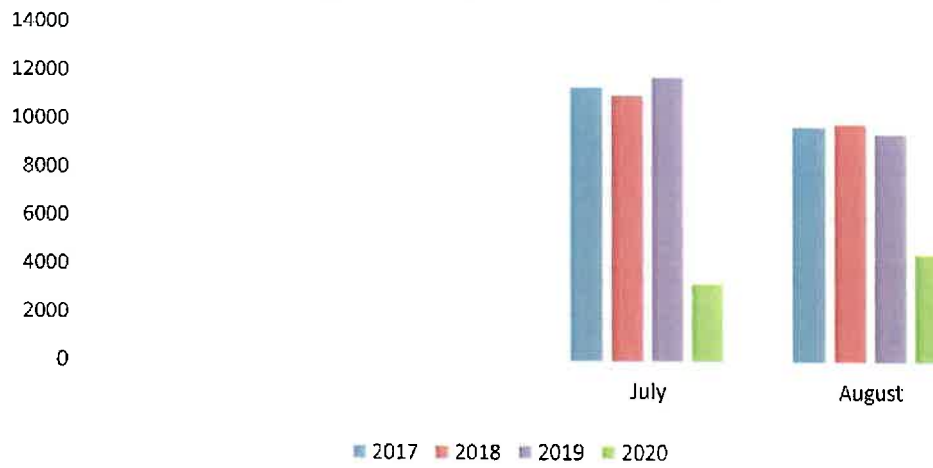
- The most attended class for this month was Stretch and Core, with 50 participants. Class attendance has been lower than it was prior to the pandemic and most residents are attributing their lack of class participation to not feeling comfortable working out with others in a confined space. Some classes have had limited to no attendance, but we will continue to offer them and hope that attendance picks up moving forward.

#### **Exercise and Facilities Equipment**

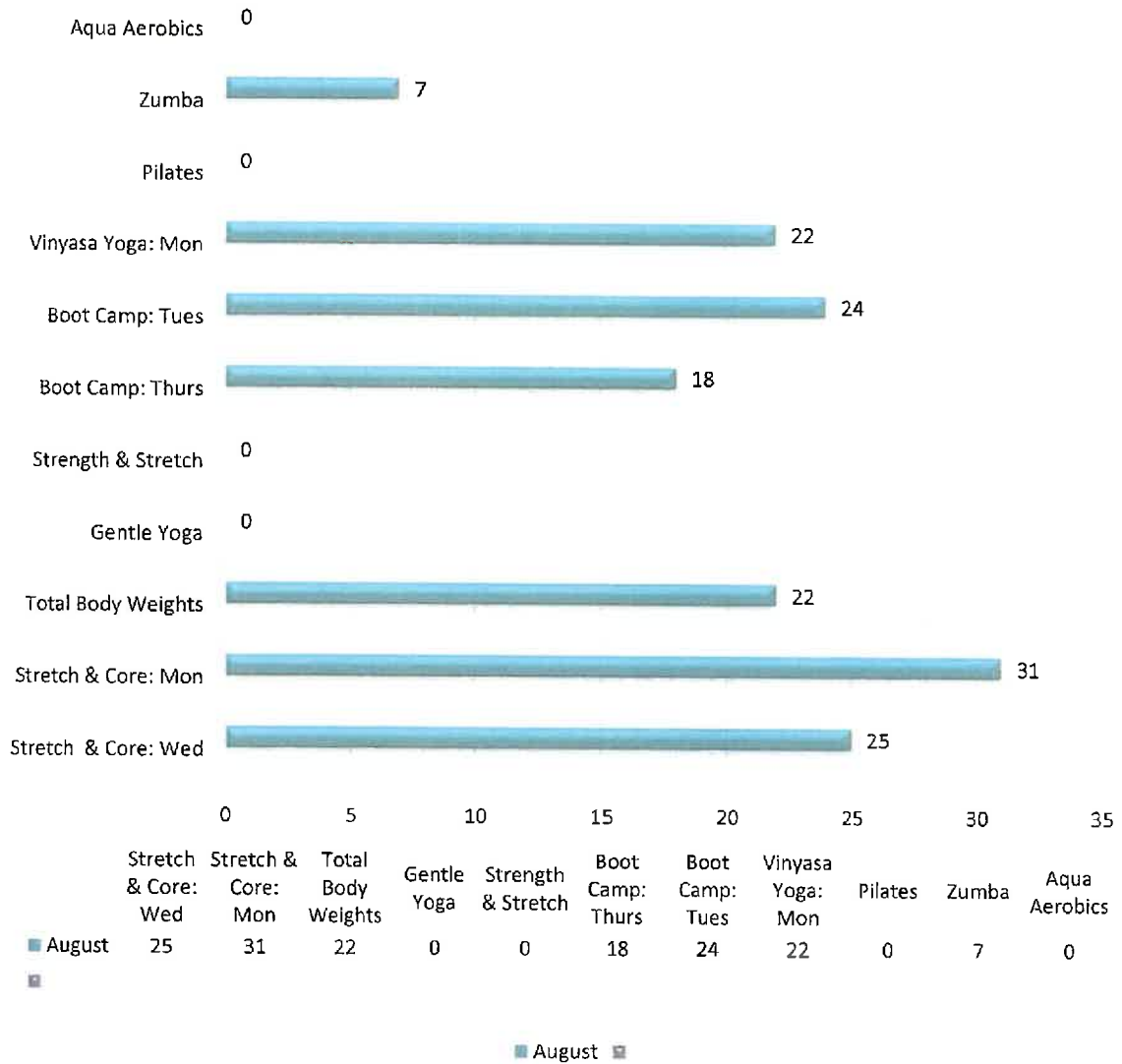
- All equipment is functional at this time. There is one TV that is not working. After further examination of the TV, it appears that cable box needs to be replaced. An appointment with Comcast will be set and a technician will come out to repair the issue.

## Graphs

August 2020, Total Attendance



## Class Attendance July 2020/August 2020







## MEMORANDUM

TO: Cameron Station Board of Directors  
Financial Advisory Committee

FROM: James M. Orlick, Director of Financial Services

DATE: September 21, 2020

RE: August 2020 Financial Statement Summary

This summary reflects the un-audited fiscal year-to-date 2020 financial entries.

## EXECUTIVE SUMMARY

	ACTUAL	BUDGET	VARIANCE
<b>Total Cash and Investments</b>	<b>\$ 3,228,588</b>		
<b>Year to Date Income (net of Reserve and Capital Improvement Contributions)</b>	<b>\$ 1,444,566</b>	<b>\$ 1,442,184</b>	<b>\$ 2,383 - F</b>
<b>Year to Date Expense</b>	<b>\$ 1,313,219</b>	<b>\$ 1,529,895</b>	<b>\$216,676 - F</b>
<b>Net Income Year to Date, surplus/ (loss)</b>	<b>\$ 169,217</b>	<b>\$ (35,477)</b>	<b>\$ 204,694 - F</b>

U: Unfavorable

F: Favorable

## INVESTMENTS

GL Account & Institution	Investment Type	Balance as of 08/31/2020
Union Bank Operating	Operating	\$383,994
Pacific Premier Bank-Prior	Operating	\$235,569
Congressional Bank	Money Market	\$ 245,186
Morgan Stanley MM	Money Market	\$ 58,583
Congressional Bank	ICS	\$676,557
GL 1353 - Morgan Stanley Barney Investments	Certificate of Deposit	\$ 1,621,000.00
GL 1730 - Accrued Interest Receivable	Other	\$7,669
<b>Total Cash &amp; Investments</b>		<b>\$ 3,228,588</b>

### **Balance Sheet:**

The Accounts Receivable Residential Assessments account as of August 31, 2020 was \$55,939. The net delinquency rate is approximately 2.185%, which is below the industry standard of 3% - 5%. This is based on the formula as follows: Net Residential Assessments Receivable \$55,939/Total Annual Assessments: \$2,559,508.00= 2.185%.

Accrued Repair & Replacement Reserves total \$2,262,476.80 and are fully supported by cash and investments. This is calculated as follows:

\$ 3,228,588	Cash and Investments		\$ 2,750,836	Total Cash Available
-	<u>\$ 477,752</u>	Total Current Liabilities	→	-
	<u>Improvement Balances</u>			<u>\$ 2,235,125</u>
				Total Reserve and Capital
\$ 2,750,836	Total Cash Available		\$ 515,711	Positive Cash Position

The Capital Improvement Reserve account totals \$19,474.50 which is also fully supported by cash and investments. For August 31, 2020, the Capital Improvement Fund is included in the Reserve Fund Balance.

Prior Years Owner's Equity\*, which has a balance of \$390,577.14, is well within the 10 – 20% of the Association's budget. This is recommended by the auditor. **\$390,577.14/\$2,559,508.00=15.26%.**

*\*The Association's Unappropriated Prior Year Owner's Equity is the cumulative amount of net income or losses since the inception of the Association. Each year the net income (or loss) is added (or subtracted) to/from this amount. Auditors recommend that it is healthy for Associations to have between 10-20% of the Association's annual assessments in this line item.*

### **Income Statement Report:**

The Income Statement Report reflects a year-to-date income, net of Reserve Contributions, of \$1444,566 which is \$2,382 higher than the budgeted amount of \$1,442,184.

### **Year to Date Income Variances UNFAVORABLE by \$2,500.00 or more:**

Charitable Donations – Unfavorable by \$5,500. Less donations than anticipated.

HOA Compliance Fees – Unfavorable by \$3,753. Fewer charges than anticipated.

Room Rental Income – Unfavorable by \$2,913. Few room rentals than anticipated.

### **Year to Date Income Variances FAVORABLE by \$2,500.00 or more:**

Late Fees & Interest – Favorable by \$3,945, primarily due to late fees charged to one sub-association (\$3590).

Year-to-date expenses total \$1,313,219 which is \$216,676 less than the budgeted amount of \$1,529,895. Below are a few line items that I would like to bring to your attention, as they have a variance of more than \$2,500.00 of the year-end budgeted amount.

### **Year to Date Expense Variances FAVORABLE by \$2,500.00 or more:**

#### **Common Area Maintenance & Services:**

Flower Rotation and Landscape Enhancements – Favorable by \$7,386. Charges have not been incurred as budgeted.

Turf Treatments & Enhancements – Favorable by \$6,130. Charges have not been incurred as budgeted.

General Maintenance Supplies – Favorable by \$3,511. Charges have not been incurred as budgeted.

Irrigation System Contract -Favorable by \$10,957. Less usage than predicted YTD-Committee monitoring expenses.

TMP Expenses – Favorable by \$5,364 as reflected. A reversal of \$36K for an accrual made in August shall increase this favorable sum to \$41,364, through 8/31/20.

Lighting Supplies R&M – Favorable by \$10,460. Charges have not been incurred as budgeted. Anticipate this to change during the remaining four months.

Linear Park Landscape – Favorable by \$6,322. Charges have not been incurred as budgeted. Anticipate this to change during the remaining four months

Street Repair and Maintenance – Favorable by \$2,950. Less usage than predicted.

Snow Removal – Favorable by \$41,713. No significant snow events YTD. (ice melt on 1/8)

#### **Cameron Club Maintenance and Operations:**

Clubhouse Utilities – Favorable by \$3,564. Less utility usage from clubhouse closures.

Janitorial Services – Favorable by \$7,835. Due to restructured contract.

Safety & Security – Favorable by \$3,255. Less than predicted usage.

Fire Suppression Systems – Favorable by \$6,000. No usage year-to-date.

Building Repair & Maintenance – Favorable by \$7,546. Less usage year-to-date than predicted.

Fitness Equipment R&M – Favorable by \$4,487. Less maintenance required due to the decrease usage.

Access System Supplies – Favorable by \$3,250. Less usage than predicted due to center closures.

Pool Supplies – Favorable by \$4,080.00. Fewer supplies needed due to pool closure.

### **Activities:**

Events and Awards – Favorable by \$20,898. Events suspended due to covid-19.

### **Communications:**

Other Communications – Favorable by \$3,139. Less usage than predicted.

Newsletter Services – Favorable by \$2,711. Less usage than predicted.

### **Management Services:**

Administrative Salaries – Favorable by \$77,430. Feb-July was without a General Manager or Assistant General Manager.

Payroll Taxes/Benefits/Costs – Favorable by \$29,058. Feb-July was without a General Manager or Assistant General Manager.

### **Administration:**

Architectural Comprehensives – Favorable by \$4,128. No funds have been spent.

Postage – Favorable by \$2,555. Less usage than predicted.

Temp Desk Coverage - Favorable by \$4,000. Less usage than predicted.

Parking Enforcement – Favorable by \$10,000. No funds have been spent.

Decals and Parking Passes – Favorable by \$4,735. Less usage than predicted.

## **Year to Date Expense Variances UNFAVORABLE by \$2500 or More**

### **Common Area Maintenance:**

Grounds & Landscaping Contract – Unfavorable by \$14,351. This variance is caused by a bookkeeping matter currently under review.

Pet Stations – Unfavorable by \$4,709. Relationship with current vendor has ended. Duties now be performed by in-house staff.

### **Landscape Repair & Maintenance:**

Erosion Control – Unfavorable by \$6,931. Expenses have exceeded expectations.

### **Cameron Club Maintenance & Operation:**

Pool Management – Unfavorable by \$17,665. Credit from pool company of approximately \$14,000 is expected.

### **Professional Services:**

Legal Services – General Council – Unfavorable by \$20,508. Expenses have exceeded the budget.

### **Management Services:**

Management Fees – Unfavorable by \$4,324. Expenses have exceeded the budget.

### **Administration:**

Computer Network/C3 – Unfavorable by \$5,371. Expenses have exceeded expectations.

Office Supplies – Unfavorable by \$3,415. Expenses have exceeded expectations due to additional needs related to covid-19.

Annual Meeting Expenses – Unfavorable by \$3,144. Expenses are increased due to the requirement to have electronic voting.

### **Taxes:**

Income Tax Expense – Unfavorable by \$7,051. Much of the variance caused by budget spread.

Overall, there is a positive variance between annual income and expenses in the amount of \$216,676 through August 31, 2020. Management will continue to closely monitor the monthly expenses of the Association and will advise the Board of any specific issues that may have an impact to the budget.

# Cameron Station Community Association, Inc.

## Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

### Replacement Fund

(Amounts rounded to nearest dollar)

	Month Ending 08/31/2020				YTD 08/31/2020				Budget		
	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
<b>Revenues</b>											
<b>Assessments</b>											
<b>Reserve Contributions</b>											
Repair & Replacement Expenses	30,707	30,707	0	0%	245,655	245,655	0	0%	368,482	122,827	33%
<b>TOTAL Reserve Contributions</b>	30,707	30,707	0	0%	245,655	245,655	0	0%	368,482	122,827	33%
<b>TOTAL Assessments</b>	30,707	30,707	0	0%	245,655	245,655	0	0%	368,482	122,827	33%
<b>Other Income</b>											
Interest Income	2,894	2,417	477	20%	21,389	19,333	2,056	11%	29,000	7,611	26%
<b>TOTAL Other Income</b>	2,894	2,417	477	20%	21,389	19,333	2,056	11%	29,000	7,611	26%
<b>TOTAL Revenues</b>	33,600	33,124	477	1%	267,044	264,988	2,056	1%	397,482	130,438	33%
<b>Expenses</b>											
<b>Capital Expenditures (Non-capitalized)</b>											
<b>Capital Expenditures</b>											
Repair & Replacement Reserve Expense	0	0	0	0%	40,975	0	(40,975)	(100%)	0	(40,975)	0%
<b>TOTAL Capital Expenditures</b>	0	0	0	0%	40,975	0	(40,975)	(100%)	0	(40,975)	0%
<b>TOTAL Capital Expenditures (Non-capitalized)</b>	0	0	0	0%	40,975	0	(40,975)	(100%)	0	(40,975)	0%
<b>TOTAL Expenses</b>	0	0	0	0%	40,975	0	(40,975)	(100%)	0	(40,975)	0%
<b>NET SURPLUS (DEFICIT)</b>	33,600	33,124	477	1%	226,069	264,988	(38,919)	(15%)	397,482	171,413	43%

Unaudited

# ***Cameron Station Community Association, Inc.***

## ***Detailed Balance Sheet***

*(Amounts rounded to nearest dollar)*

	(1) Operating Fund	(2) Replacement Fund	(3) Capital Improvement	All Funds
	As of	As of	As of	As of
	08/31/2020	08/31/2020	08/31/2020	08/31/2020
	Actual	Actual	Actual	Actual
<b>ASSETS</b>				
Current Assets				
Cash - Operating Fund	383,994	0	0	383,994
Cash - Prior Pacific Premier Bank	235,569	0	0	235,569
Cash - Congressional Bank Money Market	245,186	0	0	245,186
Cash - Morgan Stanley Reserve MM	0	58,583	0	58,583
Cash - Congressional Bank ICS	0	676,557	0	676,557
Cash - Replacement Fund CD	0	1,621,000	0	1,621,000
Accounts Receivable	55,939	0	0	55,939
Accounts Receivable - Other	31,053	0	0	31,053
Accounts Receivable - Taxes	129	0	0	129
Accrued Investment Interest	0	7,669	0	7,669
Allowance for Bad Debts	(35,133)	0	0	(35,133)
Prepaid Expenses	52,173	0	0	52,173
Prepaid Insurance	38,619	0	0	38,619
Interfund Assets (Liabilities)	128,430	(128,684)	254	0
Total Current Assets	1,135,960	2,235,125	254	3,371,339
<b>TOTAL ASSETS</b>	<b>1,135,960</b>	<b>2,235,125</b>	<b>254</b>	<b>3,371,339</b>
<b>LIABILITIES AND FUND BALANCES</b>				
LIABILITIES				
Current Liabilities				
Accounts Payable	68,912	0	0	68,912
Prepaid Assessments	108,318	0	0	108,318
Deferred Assessments	213,424	0	0	213,424
Other Current Liabilities	14,332	0	0	14,332
Other Accrued Expenses	73,259	0	0	73,259
Income Taxes Payable	(493)	0	0	(493)
Total Current Liabilities	477,752	0	0	477,752
TOTAL LIABILITIES	477,752	0	0	477,752
FUND BALANCES				
Fund Transfers	98,414	(98,414)	0	0
Prior Years Surplus (Deficit)	390,577	2,107,470	0	2,498,047
YTD Net Surplus (Deficit)	169,217	226,069	254	395,539
TOTAL FUND BALANCES	658,208	2,235,125	254	2,893,587
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>1,135,960</b>	<b>2,235,125</b>	<b>254</b>	<b>3,371,339</b>

Unaudited

# Cameron Station Community Association, Inc.

## Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

### Operating Fund

(Amounts rounded to nearest dollar)

	Month Ending 08/31/2020				YTD 08/31/2020				Budget		
	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
<b>Revenues</b>											
<b>Assessments</b>											
<b>Regular Assessments</b>											
SF/TH Assessment	120,268	120,402	(134)	0%	963,094	963,219	(126)	0%	1,444,829	481,735	33%
Bad Debt Adjustment	0	0	0	0%	0	(2,500)	2,500	(100%)	(7,500)	(7,500)	100%
<b>TOTAL Regular Assessments</b>	120,268	120,402	(134)	0%	963,094	960,719	2,374	0%	1,437,329	474,235	33%
<b>TMP Assessments</b>											
TMP Assessment	17,248	17,243	5	0%	137,950	137,945	5	0%	206,917	68,967	33%
<b>TOTAL TMP Assessments</b>	17,248	17,243	5	0%	137,950	137,945	5	0%	206,917	68,967	33%
<b>Commercial Assessments</b>											
Commercial Assessments	2,759	2,759	0	0%	22,073	22,073	0	0%	33,109	11,036	33%
<b>TOTAL Commercial Assessments</b>	2,759	2,759	0	0%	22,073	22,073	0	0%	33,109	11,036	33%
<b>Condo Assessments</b>											
Condo Assessment	72,888	72,888	0	0%	583,105	583,102	3	0%	874,653	291,548	33%
<b>TOTAL Condo Assessments</b>	72,888	72,888	0	0%	583,105	583,102	3	0%	874,653	291,548	33%
<b>Reserve Contributions</b>											
Repair & Replacement Expenses	(30,707)	(30,707)	0	0%	(245,655)	(245,655)	0	0%	(368,482)	(122,827)	33%
Capital Improvement Reserve	(2,000)	(2,000)	0	0%	(16,000)	(16,000)	0	0%	(24,000)	(8,000)	33%
<b>TOTAL Reserve Contributions</b>	(32,707)	(32,707)	0	0%	(261,655)	(261,655)	0	0%	(392,482)	(130,827)	33%
<b>TOTAL Assessments</b>	180,457	180,586	(129)	0%	1,444,566	1,442,184	2,382	0%	2,159,526	714,960	33%
<b>Other Income</b>											
Late Fees & Interest	0	617	(617)	(100%)	8,878	4,933	3,945	80%	7,400	(1,478)	(20%)
Legal Reimbursements	266	500	(234)	(47%)	4,804	4,000	804	20%	6,000	1,196	20%
Newsletter Advertising	250	1,500	(1,250)	(83%)	3,120	4,500	(1,380)	(31%)	6,000	2,880	48%
Charitable Donations	0	0	0	0%	3,300	8,800	(5,500)	(63%)	8,800	5,500	63%
Miscellaneous Income	0	0	0	0%	84	0	84	100%	0	(84)	0%
Club Cleaning Fees	0	500	(500)	(100%)	1,875	4,000	(2,125)	(53%)	6,000	4,125	69%
Website Income	0	83	(83)	(100%)	600	667	(67)	(10%)	1,000	400	40%
HOA Compliance Fees	0	417	(417)	(100%)	(420)	3,333	(3,753)	(113%)	5,000	5,420	108%
Interest Income	196	1,058	(863)	(82%)	6,707	8,467	(1,760)	(21%)	12,700	5,993	47%
Room Rental Income	0	667	(667)	(100%)	2,420	5,333	(2,913)	(55%)	8,000	5,580	70%
Facilities Passes/Guest Fees	0	100	(100)	(100%)	515	1,600	(1,085)	(68%)	2,000	1,485	74%
Resale Processing Fees	0	880	(880)	(100%)	5,986	6,600	(614)	(9%)	8,800	2,814	32%
<b>TOTAL Other Income</b>	712	6,322	(5,610)	(89%)	37,869	52,233	(14,364)	(28%)	71,700	33,831	47%

Unaudited



**Cameron Station Community Association, Inc.**  
*Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)*  
*Operating Fund*  
*(Amounts rounded to nearest dollar)*

	Month Ending 08/31/2020				YTD 08/31/2020				Budget		
	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
<b>TOTAL Revenues</b>	181,168	186,907	(5,739)	(3%)	1,482,435	1,494,417	(11,982)	(1%)	2,231,226	748,791	34%
<b>Expenses</b>											
<b>Operating Expenses</b>											
<b>Direct Operating Expenses</b>											
<b>Common Area Maint &amp; Services</b>											
Electric Service	3,703	3,417	(286)	(8%)	27,889	27,333	(556)	(2%)	41,000	13,111	32%
Water Service	2,322	2,857	535	19%	16,466	17,143	677	4%	20,000	3,534	18%
Grounds & Landscaping - Contract	25,992	12,996	(12,996)	(100%)	118,319	103,968	(14,351)	(14%)	155,952	37,633	24%
Flower Rotation & Landscape Enhancements	2,535	2,160	(375)	(17%)	9,514	16,900	7,386	44%	23,000	13,486	59%
Turf Treatments & Enhancements	0	875	875	100%	12,120	18,250	6,130	34%	20,000	7,880	39%
General Repair & Maintenance	2,494	767	(1,727)	(225%)	4,321	6,133	1,813	30%	9,200	4,879	53%
General Maintenance Supplies	686	542	(145)	(27%)	822	4,333	3,511	81%	6,500	5,678	87%
Irrigation System Contract	0	2,000	2,000	100%	5,193	16,150	10,957	68%	22,150	16,957	77%
TMP Expenses	36,000	17,500	(18,500)	(106%)	134,636	140,000	5,364	4%	210,000	75,364	36%
Pest Control	255	208	(47)	(22%)	1,648	1,667	19	1%	2,500	852	34%
Lighting Supplies R&M	1,963	3,167	1,204	38%	14,874	25,333	10,460	41%	38,000	23,126	61%
Linear Park Landscape Maintenance	2,483	2,709	226	8%	9,932	16,254	6,322	39%	21,668	11,736	54%
Pet Stations	6,871	708	(6,163)	(870%)	10,376	5,667	(4,709)	(83%)	8,500	(1,876)	(22%)
Tree & Shrub Maintenance	7,000	3,800	(3,200)	(84%)	29,843	30,200	358	1%	34,000	4,158	12%
Street Repair & Maintenance	0	0	0	0%	300	3,250	2,950	91%	6,500	6,200	95%
Fountain/Pond/Lake R&M	0	250	250	100%	0	750	750	100%	1,000	1,000	100%
Snow Removal	0	0	0	0%	287	42,000	41,713	99%	70,000	69,713	100%
<b>TOTAL Common Area Maint &amp; Services</b>	92,304	53,955	(38,349)	(71%)	396,540	475,332	78,791	17%	689,970	293,430	43%
<b>Landscaping Repair &amp; Maintenance</b>											
Erosion Control	4,293	833	(3,459)	(415%)	13,598	6,667	(6,931)	(104%)	10,000	(3,598)	(36%)
Irrigation Repairs	0	543	543	100%	3,166	3,258	92	3%	3,800	634	17%
Storm Recovery R&M	0	500	500	100%	1,160	2,500	1,340	54%	4,000	2,840	71%
<b>TOTAL Landscaping Repair &amp; Maintenance</b>	4,293	1,876	(2,416)	(129%)	17,924	12,425	(5,499)	(44%)	17,800	(124)	(1%)
<b>Cameron Club Maint &amp; Operation</b>											
Miscellaneous Expense	0	83	83	100%	110	667	557	83%	1,000	890	89%

Unaudited

# Cameron Station Community Association, Inc.

## Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

### Operating Fund

(Amounts rounded to nearest dollar)

	Month Ending 08/31/2020				YTD 08/31/2020				Budget		
	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
Health Club Management/Staff	38,453	13,759	(24,694)	(179%)	109,591	110,075	484	0%	165,112	55,521	34%
Clubhouse Utilities	3,334	3,200	(134)	(4%)	22,036	25,600	3,564	14%	38,400	16,364	43%
Uniforms	0	0	0	0%	0	400	400	100%	800	800	100%
Elevator Services	355	375	20	5%	2,927	3,000	73	2%	4,500	1,573	35%
Fire Prevention & Protection	542	833	291	35%	6,652	6,667	15	0%	10,000	3,348	33%
HVAC Services	1,690	1,000	(690)	(69%)	4,661	4,000	(661)	(17%)	6,000	1,339	22%
Janitorial Services	7,247	3,535	(3,712)	(105%)	20,445	28,280	7,835	28%	42,420	21,975	52%
Special Cleanings	350	583	234	40%	2,400	4,667	2,267	49%	7,000	4,600	66%
Pool Management	9,421	9,422	1	0%	66,410	48,745	(17,665)	(36%)	66,340	(70)	0%
Safety & Security	260	450	190	42%	645	3,900	3,255	83%	5,500	4,855	88%
Fire Suppression System	0	0	0	0%	0	6,000	6,000	100%	6,000	6,000	100%
Building Repair & Maintenance	1,473	1,233	(240)	(19%)	1,770	9,316	7,546	81%	14,000	12,230	87%
Community Center Improvement	1,200	167	(1,033)	(620%)	1,200	1,333	133	10%	2,000	800	40%
Fitness Equipment R&M	0	792	792	100%	1,846	6,333	4,487	71%	9,500	7,654	81%
Fitness Center Supplies	1,689	500	(1,189)	(238%)	4,107	4,000	(107)	(3%)	6,000	1,893	32%
Access System Supplies	0	0	0	0%	0	3,250	3,250	100%	4,500	4,500	100%
Access System Repairs	0	170	170	100%	0	1,390	1,390	100%	2,000	2,000	100%
Pool Repair & Maintenance	0	500	500	100%	4,147	3,000	(1,147)	(38%)	4,000	(147)	(4%)
Pool Supplies	462	500	38	8%	420	4,500	4,080	91%	5,000	4,580	92%
Recreation Equipment	674	333	(340)	(102%)	1,598	2,667	1,068	40%	4,000	2,402	60%
<b>TOTAL Cameron Club Maint &amp; Operation</b>	<b>67,149</b>	<b>37,436</b>	<b>(29,713)</b>	<b>(79%)</b>	<b>250,964</b>	<b>277,789</b>	<b>26,825</b>	<b>10%</b>	<b>404,072</b>	<b>153,108</b>	<b>38%</b>
<b>Trash Removal</b>											
Trash & Recycling Service	25,628	26,980	1,352	5%	214,397	215,839	1,442	1%	323,759	109,362	34%
<b>TOTAL Trash Removal</b>	<b>25,628</b>	<b>26,980</b>	<b>1,352</b>	<b>5%</b>	<b>214,397</b>	<b>215,839</b>	<b>1,442</b>	<b>1%</b>	<b>323,759</b>	<b>109,362</b>	<b>34%</b>
<b>Other Operating Expenses</b>											
Signage	1,098	0	(1,098)	(100%)	2,630	1,000	(1,630)	(163%)	2,500	(130)	(5%)
<b>TOTAL Other Operating Expenses</b>	<b>1,098</b>	<b>0</b>	<b>(1,098)</b>	<b>(100%)</b>	<b>2,630</b>	<b>1,000</b>	<b>(1,630)</b>	<b>(163%)</b>	<b>2,500</b>	<b>(130)</b>	<b>(5%)</b>
<b>TOTAL Direct Operating Expenses</b>	<b>190,472</b>	<b>120,248</b>	<b>(70,224)</b>	<b>(58%)</b>	<b>882,456</b>	<b>982,385</b>	<b>99,929</b>	<b>10%</b>	<b>1,438,101</b>	<b>555,645</b>	<b>39%</b>
<b>General and Administrative Expenses</b>											
<b>Professional Services</b>											
Audit & Tax Services	500	0	(500)	(100%)	6,852	6,800	(52)	(1%)	6,800	(52)	(1%)
Reserve Studies	0	0	0	0%	0	1,500	1,500	100%	1,500	1,500	100%

Unaudited

**Cameron Station Community Association, Inc.**  
*Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)*

*Operating Fund*

*(Amounts rounded to nearest dollar)*

	Month Ending 08/31/2020				YTD 08/31/2020				Budget		
	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
Legal Services - General Counsel	15,575	2,500	(13,075)	(523%)	40,508	20,000	(20,508)	(103%)	30,000	(10,508)	(35%)
Legal Services	800	333	(467)	(140%)	2,300	2,667	367	14%	4,000	1,700	43%
Legal Services - Collections	3,039	1,750	(1,289)	(74%)	14,988	14,000	(988)	(7%)	21,000	6,012	29%
<b>TOTAL Professional Services</b>	<b>19,914</b>	<b>4,583</b>	<b>(15,331)</b>	<b>(334%)</b>	<b>64,648</b>	<b>44,967</b>	<b>(19,681)</b>	<b>(44%)</b>	<b>63,300</b>	<b>(1,348)</b>	<b>(2%)</b>
<b>Activities</b>											
Events & Awards	0	5,357	5,357	100%	5,888	26,786	20,898	78%	37,500	31,612	84%
<b>TOTAL Activities</b>	<b>0</b>	<b>5,357</b>	<b>5,357</b>	<b>100%</b>	<b>5,888</b>	<b>26,786</b>	<b>20,898</b>	<b>78%</b>	<b>37,500</b>	<b>31,612</b>	<b>84%</b>
<b>Communications</b>											
Other Communications	161	500	339	68%	861	4,000	3,139	78%	6,000	5,139	86%
Newsletter Services	0	0	0	0%	7,622	10,333	2,711	26%	15,500	7,878	51%
Website Maintenance	47	292	245	84%	924	2,333	1,409	60%	3,500	2,576	74%
<b>TOTAL Communications</b>	<b>208</b>	<b>792</b>	<b>584</b>	<b>74%</b>	<b>9,407</b>	<b>16,666</b>	<b>7,259</b>	<b>44%</b>	<b>25,000</b>	<b>15,593</b>	<b>62%</b>
<b>Insurance</b>											
D&O Insurance Premiums	440	458	18	4%	3,495	3,667	172	5%	5,500	2,005	36%
General Liability Insurance	1,341	1,417	75	5%	10,657	11,333	676	6%	17,000	6,343	37%
Umbrella Insurance	1,429	929	(500)	(54%)	9,181	7,433	(1,748)	(24%)	11,150	1,969	18%
Fidelity/Worker's Compensation	52	50	(2)	(4%)	780	400	(380)	(95%)	600	(180)	(30%)
Crime Protection Coverage	300	308	8	3%	2,400	2,467	67	3%	3,700	1,300	35%
Cyber Liability \$3 Million Coverage	291	325	34	10%	2,330	2,600	270	10%	3,900	1,570	40%
<b>TOTAL Insurance</b>	<b>3,854</b>	<b>3,488</b>	<b>(366)</b>	<b>(11%)</b>	<b>28,844</b>	<b>27,900</b>	<b>(944)</b>	<b>(3%)</b>	<b>41,850</b>	<b>13,006</b>	<b>31%</b>
<b>Management Services</b>											
Administrative Salaries	9,402	28,174	18,772	67%	147,964	225,394	77,430	34%	338,091	190,127	56%
Payroll Taxes/Benefits/Costs	(1,229)	7,566	8,796	116%	31,473	60,531	29,058	48%	90,796	59,323	65%
Management Reimbursements	1,470	250	(1,220)	(488%)	2,822	2,000	(822)	(41%)	3,000	178	6%
Management Fees	12,241	7,917	(4,324)	(55%)	67,658	63,333	(4,324)	(7%)	95,000	27,342	29%
<b>TOTAL Management Services</b>	<b>21,883</b>	<b>43,907</b>	<b>22,024</b>	<b>50%</b>	<b>249,917</b>	<b>351,258</b>	<b>101,341</b>	<b>29%</b>	<b>526,887</b>	<b>276,970</b>	<b>53%</b>
<b>Administration</b>											
Bank Charges	66	20	(46)	(230%)	(616)	160	776	485%	240	856	357%
Board Support	622	833	211	25%	6,064	6,667	602	9%	10,000	3,936	39%
Acct Setup/DD/Coupons	0	833	833	100%	6,523	6,667	144	2%	10,000	3,477	35%
Collection Charges	0	250	250	100%	4,291	2,000	(2,291)	(115%)	3,000	(1,291)	(43%)
Computer Network/C3	2,840	833	(2,007)	(241%)	12,038	6,667	(5,371)	(81%)	10,000	(2,038)	(20%)
Licenses and Permits	0	0	0	0%	110	1,333	1,223	92%	4,000	3,890	97%
Architectural Comprehensives	0	688	688	100%	0	4,128	4,128	100%	6,880	6,880	100%

Unaudited

# Cameron Station Community Association, Inc.

## Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

### Operating Fund

(Amounts rounded to nearest dollar)

	Month Ending 08/31/2020				YTD 08/31/2020				Budget		
	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
Office Supplies	1,356	292	(1,065)	(365%)	5,749	2,333	(3,415)	(146%)	3,500	(2,249)	(64%)
Postage	26	833	807	97%	4,112	6,667	2,555	38%	10,000	5,888	59%
Printing and Copying	1,699	625	(1,074)	(172%)	5,285	5,000	(285)	(6%)	7,500	2,215	30%
Office Equipment Lease	776	583	(193)	(33%)	4,657	4,667	10	0%	7,000	2,343	33%
Bundled Telecom Services	1,284	1,102	(182)	(17%)	8,097	8,812	715	8%	13,218	5,121	39%
Annual Meeting Expenses	3,144	0	(3,144)	(100%)	3,144	0	(3,144)	(100%)	2,500	(644)	(26%)
Temp Desk Coverage	0	500	500	100%	1	4,000	4,000	100%	6,000	6,000	100%
Parking Enforcement	0	1,250	1,250	100%	0	10,000	10,000	100%	15,000	15,000	100%
Courier Service	0	63	63	100%	109	500	391	78%	750	641	85%
Software Licenses	181	42	(139)	(334%)	181	333	153	46%	500	319	64%
Decals & Parking Passes	0	0	0	0%	265	5,000	4,735	95%	7,500	7,235	96%
<b>TOTAL Administration</b>	<b>11,994</b>	<b>8,747</b>	<b>(3,247)</b>	<b>(37%)</b>	<b>60,010</b>	<b>74,933</b>	<b>14,923</b>	<b>20%</b>	<b>117,588</b>	<b>57,579</b>	<b>49%</b>
<b>TOTAL General and Administrative Expenses</b>	<b>57,853</b>	<b>66,874</b>	<b>9,020</b>	<b>13%</b>	<b>418,712</b>	<b>542,510</b>	<b>123,798</b>	<b>23%</b>	<b>812,125</b>	<b>393,413</b>	<b>48%</b>
<b>TOTAL Operating Expenses</b>	<b>248,325</b>	<b>187,121</b>	<b>(61,204)</b>	<b>(33%)</b>	<b>1,301,168</b>	<b>1,524,895</b>	<b>223,727</b>	<b>15%</b>	<b>2,250,226</b>	<b>949,058</b>	<b>42%</b>
<b>Taxes</b>											
Income Tax Expense	0	0	0	0%	12,051	5,000	(7,051)	(141%)	10,000	(2,051)	(21%)
<b>TOTAL Taxes</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>12,051</b>	<b>5,000</b>	<b>(7,051)</b>	<b>(141%)</b>	<b>10,000</b>	<b>(2,051)</b>	<b>(21%)</b>
<b>TOTAL Expenses</b>	<b>248,325</b>	<b>187,121</b>	<b>(61,204)</b>	<b>(33%)</b>	<b>1,313,219</b>	<b>1,529,895</b>	<b>216,676</b>	<b>14%</b>	<b>2,260,226</b>	<b>947,007</b>	<b>42%</b>
<b>NET SURPLUS (DEFICIT)</b>	<b>(67,157)</b>	<b>(214)</b>	<b>(66,943)</b>	<b>&gt;999%</b>	<b>169,217</b>	<b>(35,477)</b>	<b>204,694</b>	<b>(577%)</b>	<b>(29,000)</b>	<b>(198,217)</b>	<b>684%</b>

Unaudited

**Cameron Station Community Association**  
**Operating Fund Schedule of Revenues and Expenses**  
**For the Eighth Period ending August 31, 2020 or 66.67% of the Budget Year**

	August Monthly Actual	August Monthly Budget	August Monthly Actual vs. Budget Variance	August Year-to- Date Actual	August Year-to- Date Budget	August Year-to- Date Actual vs. Budget	2020 Annual Budget	2020 Budget Remaining	Funds Committed Not Reflected	2020 Adjusted Budget Remaining	2020 Projected W/ Commitments	Operating Items Committed
<b><u>Assessment Revenue</u></b>												
Assessments - SFD/TH	120,268	120,402	(134)	963,094	963,219	(125)	1,444,829	481,735	0	481,735	1,444,829	
Bad Debt Adjustment	0	0	0	0	(2,500)	2,500	(7,500)	(7,500)	0	(7,500)	(7,500)	
<b>Total Assessment Revenue</b>	<b>120,268</b>	<b>120,402</b>	<b>(134)</b>	<b>963,094</b>	<b>960,719</b>	<b>2,375</b>	<b>1,437,329</b>	<b>474,235</b>	<b>0</b>	<b>474,235</b>	<b>1,437,329</b>	
<b><u>TMP Assessments</u></b>												
TMP Assessment	17,248	17,243	5	137,950	137,945	5	206,917	68,967	0	68,967	206,917	
Total TMP Assessments	17,248	17,243	5	137,950	137,945	5	206,917	68,967	0	68,967	206,917	
<b><u>Commercial Assessments</u></b>												
Commercial Assessments	2,759	2,759	0	22,073	22,073	0	33,109	11,036	0	11,036	33,109	
<b>Total Commercial Assessments</b>	<b>2,759</b>	<b>2,759</b>	<b>0</b>	<b>22,073</b>	<b>22,073</b>	<b>0</b>	<b>33,109</b>	<b>11,036</b>	<b>0</b>	<b>11,036</b>	<b>33,109</b>	
<b><u>Condo Assessment</u></b>												
Condo Assessment	72,888	72,887	1	583,105	583,102	3	874,653	291,548	0	291,548	874,653	
<b>Total Condo Assessment</b>	<b>72,888</b>	<b>72,887</b>	<b>1</b>	<b>583,105</b>	<b>583,102</b>	<b>3</b>	<b>874,653</b>	<b>291,548</b>	<b>0</b>	<b>291,548</b>	<b>874,653</b>	
<b>Total Adjusted Assessments</b>	<b>213,163</b>	<b>213,291</b>	<b>(128)</b>	<b>1,706,222</b>	<b>1,703,839</b>	<b>2,383</b>	<b>2,552,008</b>	<b>845,786</b>	<b>0</b>	<b>845,786</b>	<b>2,552,008</b>	
<b><u>Other Income</u></b>												
Late Fees & Interest	0	617	(617)	8,878	4,933	3,945	7,400	(1,478)	0	(1,478)	12,600	
Legal Reimbursements	266	500	(234)	4,804	4,000	804	6,000	1,196	0	1,196	7,500	
Newsletter Advertising	250	1,500	(1,250)	3,120	4,500	(1,380)	6,000	2,880	0	2,880	5,740	
Charitable Donation Income	0	0	0	3,300	8,800	(5,500)	8,800	5,500	0	5,500	3,300	
Club Cleaning Fees	0	500	(500)	1,875	4,000	(2,125)	6,000	4,125	0	4,125	1,875	
Website Income	0	83	(83)	600	667	(67)	1,000	400	0	400	1,200	
HOA Compliance Fees	0	417	(417)	(420)	3,333	(3,753)	5,000	5,420	0	5,420	0	
Interest Earned - Operating	196	1,058	(862)	6,707	8,467	(1,760)	12,700	5,993	0	5,993	12,000	

**Cameron Station Community Association**  
**Operating Fund Schedule of Revenues and Expenses**  
**For the Eighth Period ending August 31, 2020 or 66.67% of the Budget Year**

	August Monthly Actual	August Monthly Budget	August Monthly Actual vs. Budget Variance	August Year-to- Date Actual	August Year-to- Date Budget	August Year-to- Date Actual vs. Budget	2020 Annual Budget	2020 Budget Remaining	Funds Committed Not Reflected	2020 Adjusted Budget Remaining	2020 Projected W/ Commitments	Operating Items Committed
Interest Earned - Reserves	2,894	2,417	<b>477</b>	21,389	19,333	<b>2,056</b>	29,000	7,611	0	7,611	24,500	Reserve Interest earned in August is reflected on this schedule.
Room Rental Fees	0	667	<b>(667)</b>	2,420	5,333	<b>(2,913)</b>	8,000	5,580	0	5,580	2,420	
Facilities passes/Guest Fees	0	100	<b>(100)</b>	515	1,600	<b>(1,085)</b>	2,000	1,485	0	1,485	900	
Resale Processing Fees	0	880	<b>(880)</b>	5,986	6,600	<b>(614)</b>	8,800	2,814	0	2,814	8,400	
Miscellaneous Income	0	0	<b>0</b>	84	0	<b>84</b>	0	(84)	0	(84)	84	
<b>Total Other Income</b>	<b>3,606</b>	<b>8,739</b>	<b>(5,133)</b>	<b>59,258</b>	<b>71,566</b>	<b>(12,308)</b>	<b>100,700</b>	<b>41,442</b>	<b>0</b>	<b>41,442</b>	<b>80,519</b>	
<b>Reserve Contributions</b>												
Repair & Replacement Expenses	(30,707)	(30,707)	<b>0</b>	(245,655)	(245,655)	<b>0</b>	(368,482)	(122,827)	0	(122,827)	(368,482)	
Capital Improvement Expenses	(2,000)	(2,000)	<b>0</b>	(16,000)	(16,000)	<b>0</b>	(24,000)	(8,000)	0	(8,000)	(24,000)	
<b>Total Reserve Contributions</b>	<b>(32,707)</b>	<b>(32,707)</b>	<b>0</b>	<b>(261,655)</b>	<b>(261,655)</b>	<b>0</b>	<b>(392,482)</b>	<b>(130,827)</b>	<b>0</b>	<b>(130,827)</b>	<b>(392,482)</b>	
<b>Total Revenue</b>	<b>184,062</b>	<b>189,323</b>	<b>(5,260)</b>	<b>1,503,825</b>	<b>1,513,750</b>	<b>(9,925)</b>	<b>2,260,226</b>	<b>756,401</b>	<b>0</b>	<b>756,401</b>	<b>2,240,045</b>	
<b>Expenses</b>												
<b>Operating Expenses</b>												
<b>Common Area Maintenance &amp; Services</b>												
Electricity	3,703	3,417	<b>(286)</b>	27,889	27,333	<b>(556)</b>	41,000	13,111	0	13,111	41,400	
Water & Wastewater	2,322	2,857	<b>535</b>	16,466	17,143	<b>677</b>	20,000	3,534	0	3,534	20,000	
Grounds & Landscape Contract	25,992	12,996	<b>(12,996)</b>	118,319	103,968	<b>(14,351)</b>	155,952	37,633	(12,996)	50,629	155,952	
Flower Rotation & Landscape Enhancements	2,535	2,160	<b>(375)</b>	9,514	16,900	<b>7,386</b>	23,000	13,486	15,538	(2,052)	23,000	Fall Flowers LI30608, Medlock/Murtha LI50536, Plant Install LI30170, Relocation LI30554
Turf Treatment & Enhancements	0	875	<b>875</b>	12,120	18,250	<b>6,130</b>	20,000	7,880	5,000	5,780	20,000	Fall Program LI 30688 + Mulch LI30471
General Repair & Maintenance	2,494	767	<b>(1,728)</b>	4,321	6,133	<b>1,812</b>	9,200	4,879	5,915	(1,036)	11,000	Metal Edge LI 30369, 30535, 30603, Stones LI30552, Liriope Bed 50535
General Maintenance Supplies	686	542	<b>(144)</b>	822	4,333	<b>3,511</b>	6,500	5,678	0	5,678	4,000	

**Cameron Station Community Association**  
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Irrigation System Contract	0	2,000	<b>2,000</b>	5,193	16,150	<b>10,957</b>	22,150	16,957	2,800	14,157	22,150	Irrigation system Check LI20-006
TMP Expenses	36,000	17,500	<b>(18,500)</b>	134,636	140,000	<b>5,364</b>	210,000	75,364	(36,000)	111,364	175,000	Contract Adjustment
Pest Control	255	208	<b>(47)</b>	1,648	1,667	<b>19</b>	2,500	852	0	852	2,500	
Lighting Supplies/ Repair & Maintenance	1,963	3,167	<b>1,204</b>	14,874	25,333	<b>10,459</b>	38,000	23,126	9,945	13,181	38,000	Repair lighting 5151 Brawner `\$1,600.00, Pole PSE 1226466, PSE 1337621
Linear Park Landscape Maintenance	2,483	2,709	<b>225</b>	9,932	16,254	<b>6,322</b>	21,668	11,736	0	11,736	21,668	
Pet Stations	6,871	708	<b>(6,163)</b>	10,376	5,667	<b>(4,709)</b>	8,500	(1,876)	897	(2,773)	12,376	Invoice outstanding for 8/15-8/31.
Tree & Shrub Maintenance	7,000	3,800	<b>(3,200)</b>	29,843	30,200	<b>357</b>	34,000	4,157	8,460	(4,303)	38,000	Knapp Park Improvements \$4,700, , Remove tree roots & dead yews, LI30457+LI30468, Remove Dead Maple LI 30410, Remove, relocate & Install LI 30554, 1 Tree Day LI30717
Street Repair & Maintenance	0	0	<b>0</b>	300	3,250	<b>2,950</b>	6,500	6,200	0	6,200	6,500	
Fountain/Pond/Lake Repair & Maintenance	0	250	<b>250</b>	0	750	<b>750</b>	1,000	1,000	0	1,000	1,000	
Snow Removal Services	0	0	<b>0</b>	287	42,000	<b>41,713</b>	70,000	69,713	0	69,713	5,000	
<b>Total Common Area Maintenance &amp; Services</b>	<b>92,304</b>	<b>53,955</b>	<b>(38,349)</b>	<b>396,540</b>	<b>475,331</b>	<b>78,791</b>	<b>689,970</b>	<b>293,430</b>	<b>(441)</b>	<b>296,771</b>	<b>597,546</b>	
<b><u>Landscape Repair &amp; Maintenance</u></b>												
Erosion Control	4,293	833	<b>(3,460)</b>	13,598	6,667	<b>(6,931)</b>	10,000	(3,598)	1,180	(4,778)	15,000	Proposal 30253 Remove Turf and Add Mulch \$1180.
Irrigation Repairs	0	543	<b>543</b>	3,166	3,258	<b>92</b>	3,800	634	3,900	(3,266)	8,800	Irrigation system Check LI20-010
Storm Recover Repair & Maintenance	0	500	<b>500</b>	1,160	2,500	<b>1,340</b>	4,000	2,840	0	2,840	4,000	
<b>Total Landscaping Repair &amp; Maintenance</b>	<b>4,293</b>	<b>1,876</b>	<b>(2,417)</b>	<b>17,924</b>	<b>12,425</b>	<b>(5,499)</b>	<b>17,800</b>	<b>(124)</b>	<b>5,080</b>	<b>(5,204)</b>	<b>27,800</b>	
<b><u>Cameron Club Maintenance &amp; Operation</u></b>												
Miscellaneous Expense	0	83	<b>83</b>	110	667	<b>557</b>	1,000	890	0	890	1,000	

**Cameron Station Community Association**  
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Health Club												
Management/Staff	38,453	13,759	<b>(24,694)</b>	109,591	110,075	<b>484</b>	165,112	55,521	0	55,521	142,276	
Clubhouse Utilities	3,334	3,200	<b>(134)</b>	22,036	25,600	<b>3,564</b>	38,400	16,364	0	16,364	3,200	
Uniforms	0	0	<b>0</b>	0	400	<b>400</b>	800	800	0	800	800	
Elevator Services	355	375	<b>20</b>	2,927	3,000	<b>73</b>	4,500	1,573	0	1,573	4,500	
Fire Prevention & Protection	542	833	<b>291</b>	6,652	6,667	<b>15</b>	10,000	3,348	0	3,348	10,000	
HVAC Services	1,690	1,000	<b>(690)</b>	4,661	4,000	<b>(661)</b>	6,000	1,339	0	1,339	6,000	
Janitorial Services	7,247	3,535	<b>(3,712)</b>	20,445	28,280	<b>7,835</b>	42,420	21,975	0	21,975	42,240	
Special Cleanings	350	583	<b>233</b>	2,400	4,667	<b>2,267</b>	7,000	4,600	0	4,600	3,000	
Pool Management	9,421	9,422	<b>1</b>	66,410	48,745	<b>(17,665)</b>	66,340	(70)	(19,000)	18,930	47,410	American Pool 19k Credit (August payment accrual +10k)
Safety & Security	260	450	<b>190</b>	645	3,900	<b>3,255</b>	5,500	4,855	4,382	473	5,500	Security Lighting-Power Systems
Fire Suppression System	0	0	<b>0</b>	0	6,000	<b>6,000</b>	6,000	6,000	0	6,000	6,000	Electric
Building Repair & Maintenance	1,473	1,233	<b>(240)</b>	1,770	9,316	<b>7,546</b>	14,000	12,230	2,075	10,155	14,305	Replace Insulation, Replace Water Fountain
Community Center Improvements	1,200	167	<b>(1,033)</b>	1,200	1,333	<b>133</b>	2,000	800	0	800	2,000	
Fitness Equipment Repair & Maintenance	0	792	<b>792</b>	1,846	6,333	<b>4,487</b>	9,500	7,654	0	7,654	15,000	
Fitness Center Supplies	1,689	500	<b>(1,189)</b>	4,107	4,000	<b>(107)</b>	6,000	1,893	0	1,893	6,000	
Access System Supplies	0	0	<b>0</b>	0	3,250	<b>3,250</b>	4,500	4,500	0	4,500	2,250	
Access System Repairs	0	170	<b>170</b>	0	1,390	<b>1,390</b>	2,000	2,000	0	2,000	2,000	
Pool Repair & Maintenance	0	500	<b>500</b>	4,147	3,000	<b>(1,147)</b>	4,000	(147)	1,494	(1,641)	5,641	Pool Winterization
Pool Supplies	462	500	<b>38</b>	420	4,500	<b>4,080</b>	5,000	4,580	0	4,580	2,500	
Recreational Equipment	674	333	<b>(341)</b>	1,598	2,667	<b>1,069</b>	4,000	2,402	0	2,402	4,000	
<b>Total Cameron Club Maintenance &amp; Operations</b>	<b>67,150</b>	<b>37,435</b>	<b>(29,715)</b>	<b>250,965</b>	<b>277,790</b>	<b>26,825</b>	<b>404,072</b>	<b>153,107</b>	<b>(11,049)</b>	<b>164,156</b>	<b>325,622</b>	
<b>Trash &amp; Recycling</b>												
Trash & Recycling Services	25,628	26,980	<b>1,352</b>	214,397	215,839	<b>215,839</b>	323,759	109,362	0	109,362	318,372	
<b>Total Trash &amp; Recycling</b>	<b>25,628</b>	<b>26,980</b>	<b>1,352</b>	<b>214,397</b>	<b>215,839</b>	<b>215,839</b>	<b>323,759</b>	<b>109,362</b>	<b>0</b>	<b>109,362</b>	<b>318,372</b>	



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<b><u>Other Expenses</u></b>												
Sign Expenses	1,098	0	(1,098)	2,630	1,000	(1,630)	2,500	(130)	0	(130)	2,500	
<b>Total Other Expenses</b>	<b>1,098</b>	<b>0</b>	<b>(1,098)</b>	<b>2,630</b>	<b>1,000</b>	<b>(1,630)</b>	<b>2,500</b>	<b>(130)</b>	<b>0</b>	<b>(130)</b>	<b>2,500</b>	
<b>Total Direct Operating Expenses</b>	<b>190,473</b>	<b>120,246</b>	<b>(70,227)</b>	<b>882,456</b>	<b>982,385</b>	<b>99,929</b>	<b>1,438,101</b>	<b>555,645</b>	<b>(6,411)</b>	<b>564,955</b>	<b>1,271,840</b>	
<b>General and Administrative Expenses</b>												
<b><u>Professional Services</u></b>												
Audit & Tax Services	500	0	(500)	6,852	6,800	(52)	6,800	(52)	0	(52)	6,928	
Reserve Studies	0	0	0	0	1,500	1,500	1,500	1,500	0	1,500	1,500	
Legal Services - General Counsel	15,575	2,500	(13,075)	40,508	20,000	(20,508)	30,000	(10,508)	0	(10,508)	40,508	
Legal Services	800	333	(467)	2,300	2,667	367	4,000	1,700	0	1,700	3,600	
Legal Services - Collections Consulting Services	3,039	1,750	(1,289)	14,988	14,000	(988)	21,000	6,012	0	6,012	21,000	
	0	0	0	0	0	0	0	0	0	0	0	
<b>Total Professional Services</b>	<b>19,914</b>	<b>4,583</b>	<b>(15,331)</b>	<b>64,648</b>	<b>44,967</b>	<b>(19,681)</b>	<b>63,300</b>	<b>(1,348)</b>	<b>0</b>	<b>(1,348)</b>	<b>73,536</b>	
<b><u>Activities</u></b>												
Events and Awards	0	5,357	5,357	5,888	26,786	20,898	37,500	31,612	1,016	30,597	10,000	Andrew Yang
Activity Charges	0	0	0	0	0	0	0	0	0	0	0	
<b>Total Activities</b>	<b>0</b>	<b>5,357</b>	<b>5,357</b>	<b>5,888</b>	<b>26,786</b>	<b>20,898</b>	<b>37,500</b>	<b>31,612</b>	<b>1,016</b>	<b>30,597</b>	<b>10,000</b>	
<b><u>Communications</u></b>												
Other Communications	161	500	339	861	4,000	3,139	6,000	5,139	0	5,139	6,000	
Newsletter Services	0	0	0	7,622	10,333	2,711	15,500	7,878	0	7,878	18,872	
Web Site Maintenance	47	292	245	924	2,333	1,409	3,500	2,576	0	2,576	3,500	
<b>Total Communications</b>	<b>208</b>	<b>792</b>	<b>584</b>	<b>9,407</b>	<b>16,666</b>	<b>7,259</b>	<b>25,000</b>	<b>15,593</b>	<b>0</b>	<b>15,593</b>	<b>28,372</b>	
<b><u>Insurance</u></b>												
D&O Premiums	440	458	18	3,495	3,667	172	5,500	2,005	0	2,005	5,255	
General Liability Insurance	1,341	1,417	76	10,657	11,333	676	17,000	6,343	0	6,343	12,772	
Umbrella Insurance	1,429	929	(500)	9,181	7,433	(1,748)	11,150	1,969	0	1,969	13,672	

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Fidelity/Worker's Compensation	52	50	(2)	780	400	(380)	600	(180)	0	(180)	988	
Crime Protection Coverage	300	309	9	2,400	2,467	67	3,700	1,300	0	1,300	3,600	
Cyber Liability \$3 Million Coverage	291	325	34	2,330	2,600	270	3,900	1,570	0	1,570	3,496	
<b>Total Insurance</b>	<b>3,854</b>	<b>3,488</b>	<b>(366)</b>	<b>28,843</b>	<b>27,900</b>	<b>(943)</b>	<b>41,850</b>	<b>13,007</b>	<b>0</b>	<b>13,007</b>	<b>39,783</b>	
<b><u>Management Services</u></b>												
Administrative Salaries	9,402	28,174	18,772	147,964	225,394	77,430	338,091	190,127	0	190,127	338,091	
Payroll Taxes/Benefits/Costs Management	(1,229)	7,566	8,795	31,473	60,531	29,058	90,796	59,323	0	59,323	58,000	
Reimbursements	1,470	250	(1,220)	2,822	2,000	(822)	3,000	178	0	178	2,200	
Management Fees	12,241	7,917	(4,324)	67,658	63,333	(4,325)	95,000	27,342	0	27,342	116,621	
<b>Total Management Services</b>	<b>21,884</b>	<b>43,907</b>	<b>22,023</b>	<b>249,917</b>	<b>351,258</b>	<b>101,341</b>	<b>526,887</b>	<b>276,970</b>	<b>0</b>	<b>276,970</b>	<b>514,912</b>	
<b><u>Administration</u></b>												
Bank Charges	66	20	(46)	(606)	160	766	240	846	0	846	240	
Board Support	622	833	211	6,064	6,667	603	10,000	3,936	0	3,936	10,000	
Acct Setup/DD/Coupons	0	833	833	6,523	6,667	144	10,000	3,477	0	3,477	5,591	
Collection Charges	0	250	250	4,291	2,000	(2,291)	3,000	(1,291)	0	(1,291)	6,000	
Computer Network (C3)	2,840	833	(2,007)	12,038	6,667	(5,371)	10,000	(2,038)	0	(2,038)	10,311	
Licenses and Permits	0	0	0	110	1,333	1,223	4,000	3,890	0	3,890	4,000	
Architectural Comprehensives	0	688	688	0	4,128	4,128	6,880	6,880	0	6,880	0	
Office Supplies	1,356	292	(1,064)	5,749	2,333	(3,416)	3,500	(2,249)	0	(2,249)	6,050	
Postage	26	833	807	4,112	6,667	2,555	10,000	5,888	0	5,888	10,000	
Printing & Copying	1,699	625	(1,074)	5,285	5,000	(285)	7,500	2,215	0	2,215	7,500	
Office Equipment Lease	776	583	(193)	4,658	4,667	9	7,000	2,342	0	2,342	7,000	
Bundled Telecom Services	1,284	1,102	(182)	8,097	8,812	715	13,218	5,121	0	5,121	11,594	
Annual Meeting Expense	3,144	0	(3,144)	3,144	0	(3,144)	2,500	(644)	0	(644)	2,500	Electronic Balloting
Temp Desk Coverage	0	500	500	1	4,000	4,000	6,000	6,000	0	6,000	0	
Parking Enforcement	0	1,250	1,250	0	10,000	10,000	15,000	15,000	0	15,000	7,500	

**Cameron Station Community Association**  
**Operating Fund Schedule of Revenues and Expenses**  
**For the Eighth Period ending August 31, 2020 or 66.67% of the Budget Year**

	August Monthly Actual	August Monthly Budget	August Monthly Actual vs. Budget Variance	August Year-to- Date Actual	August Year-to- Date Budget	August Year-to- Date Actual vs. Budget	2020 Annual Budget	2020 Budget Remaining	Funds Committed Not Reflected	2020 Adjusted Budget Remaining	2020 Projected W/ Commitments	Operating Items Committed
Courier Service	0	63	63	109	500	391	750	641	0	641	750	
Software Licenses	181	42	(140)	181	333	152	500	319	0	319	250	
Decals & Parking Passes	0	0	0	265	5,000	4,735	7,500	7,235	0	7,235	3,750	
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	
<b>Total Administrative</b>	<b>11,994</b>	<b>8,747</b>	<b>(3,248)</b>	<b>60,021</b>	<b>74,934</b>	<b>14,913</b>	<b>117,588</b>	<b>57,567</b>	<b>0</b>	<b>57,567</b>	<b>93,036</b>	
<b>Total General and Administrative</b>	<b>57,854</b>	<b>66,873</b>	<b>9,019</b>	<b>418,724</b>	<b>542,511</b>	<b>123,787</b>	<b>812,125</b>	<b>393,401</b>	<b>1,016</b>	<b>392,386</b>	<b>759,639</b>	
<b>Income Taxes</b>												
Income Tax	0	0	0	12,051	5,000	(7,051)	10,000	(2,051)	0	(2,051)	12,051	
<b>Total Income Taxes</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,051</b>	<b>5,000</b>	<b>(7,051)</b>	<b>10,000</b>	<b>(2,051)</b>	<b>0</b>	<b>(2,051)</b>	<b>12,051</b>	
<b>Total Expenses</b>	<b>248,327</b>	<b>187,119</b>	<b>(61,208)</b>	<b>1,313,231</b>	<b>1,529,896</b>	<b>216,665</b>	<b>2,260,226</b>	<b>946,995</b>	<b>(5,395)</b>	<b>955,290</b>	<b>2,043,530</b>	
<b>NET SURPLUS (Deficit)</b>	<b>(64,265)</b>	<b>2,204</b>	<b>(66,469)</b>	<b>190,594</b>	<b>(16,146)</b>	<b>206,740</b>	<b>0</b>	<b>(190,594)</b>	<b>5,395</b>	<b>(198,889)</b>	<b>196,515</b>	
	(67,157)	(214)	(66,943)	169,217	(35,477)	204,694						
Variance = Reserve Interest + rounding	2,892	2,418	474	21,377	19,331	2,046						

## ***CAMERON STATION COMMUNITY ASSOCIATION – September 2020 Management Report***

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### **MINUTES APPROVAL:**

1. July 2020 Minutes were received very late. The Board did not have appropriate time for review prior to the August Meeting therefore the July 2020 Minutes were Tabled. They need to be reviewed, amended if necessary and approved.

***Suggested Motion: I move to approve the July 2020 Board Meeting Minutes as written (or with the following amendments \_\_\_\_\_).***

2. August 2020 Minutes need to be reviewed, amended if necessary and approved.

***Suggested Motion: I move to approve the August 2020 Board Meeting Minutes as written (or with the following amendments \_\_\_\_\_).***

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### **MATTERS FOR BOARD DECISION:**

1. Ratification:

As you will recall, a unanimous email vote was achieved to approve the Profit Amendments 3 – 5 pertaining to the operation of the fitness center from June through August, 2020 due to COVID 19.

***Suggested Motion: I move to approve ratification of the Amendments #3 - #5 with Profit.***

ATTACHMENT(S):      None

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2. FAC Appointment:

The FAC is recommending the appointment of Chelsea Lasik to the Finance Advisory Committee. Please find attached the submitted nomination form and the Committee's recommendation.

***Suggested Motion: I move to approve the appointment of Chelsea Lasik to the Finance Advisory Committee effective immediately.***

ATTACHMENT(S):      Candidate Statement

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3. Turf Enhancement Proposal:

The Common Area Committee is recommending for approval the Turf Enhancement (Proposal #30688) in an amount Not To Exceed (NTE) \$5,000 given budgetary considerations. Through August actual spend has been \$12,120 with the remaining budget of \$7,880 we anticipate total expenditure by year end of \$20,000, the approved budget amount. Includes the fall turf program and fall mulch program through the end of the year.

**Suggested Motion: I move to approve the CAC recommended Turf Enhancement from Lancaster at many locations around the property for a price NTE \$5,000 from the GL Turf Treatment & Enhancement.**

ATTACHMENT(S): Turf Enhancement Proposal

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4. Landscape Contract

After months of exhaustive vetting, the Common Area Committee is recommending the Lancaster Landscapes, Inc contract for renewal in the amounts of \$159,060 for 2021, with additional year options of \$160,644 for 2022 and \$162,240 for 2023. The amount of pro-bono and discounted considerations make Lancaster the best value to maintain the high level of community aesthetics. Management concurs with this recommendation and believes that there is also significant value in the historical knowledge Lancaster brings to the Community. The current contract allocation for 2020 is \$155,952.

**Suggested Motion: I move to approve the CAC recommendation of Lancaster Landscapes, Inc for landscaping in the amount of \$159,060 for 2021 from the GL Landscape Contract.**

ATTACHMENT(S): Landscape Contract Proposal

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5. Resolution Review Summary – Rescind Outdated Resolutions:

Attached is summary of all Association Resolutions. You will note that there are six that should be officially rescinded as they are no longer applicable. There is also a new Complaint Resolution being proposed as noted below as well and the appropriate updates will occur as a result.

**Suggested Motion: I move to RESCIND the noted Resolutions on the attached summary as provided.**

ATTACHMENT(S): Resolution Review Summary, Table of Contents: Admin/Policy/Rescinded Resolutions

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6. Complaint Resolution:

Attached is a revised Complaint Resolution as provided by the Association's legal counsel. The primary change in this Resolution includes details regarding the types complaints that will acted upon by the Board of Directors. It is management's recommendation that the Board approve this Resolution, which would then be distributed to the Community via email.

**Suggested Motion: I move to APPROVE the revised Complaint Resolution as submitted.**

ATTACHMENT(S): Complaint Resolution - Revised

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7. Light Repair Proposal:

The Common Area Committee is recommending for approval the PSE (Quote #1337621) in the amount of \$3,998.05 from GL Lighting Supplies / Repair & Maintenance. This list was compiled from their monthly

night inspection. The TYD spending for August 2020 was \$14,874. The annual budget for this category was \$28,000. We anticipate expenditure of \$13,181 through the end of the year inclusive of this proposal equaling the \$38,000 of approved budget funds.

***Suggested Motion: I move to approve the PSE proposal in the amount of \$3,998.05 from GL Lighting Supplies / Repair & Maintenance.***

ATTACHMENT(S): PSE Quote

8. Polling Location Request:

Attached is the request from the City of Alexandria to use Cameron Station Clubhouse as a 2020 Election Polling Site. As CSCA would be acting as an agent for the city, state and federal governments, we would be indemnified from COVID claims.

***Suggested Motion: I move to APPROVE the request from the City of Alexandria for use of the Cameron Station Clubhouse as a 2020 Election Polling Location.***

ATTACHMENT(S): Request Letter from City of Alexandria & Multiple Emails

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**MATTERS FOR BOARD INFORMATION/DISCUSSION:**

1. Parking Enforcement Update:

We have received three quotes for parking enforcement and expect to have this on the October agenda for Board review and consideration.

ATTACHMENT(S): None

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2. 2021 Budget Draft Update:

As you know the Finance Committee met on 9/22/20 with the Committee Chairs to review the first draft of the budget. The appropriate comments and recommendations will be reflected in the next version which will be publicized for further review by the Board.

ATTACHMENT(S): None

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3. Trash Proposal Status:

We are continuing to work through the final points of discussion for the proposed trash contract. Once a final recommendation is made, this will be forwarded to the Board. We anticipate that this will be on the October agenda.

As you will recall, any contracts under negotiation are noted under Executive Session. This is intended to only be an update in that progress continues.

ATTACHMENT(S):           None

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4. Transition Update:

The transition process continues. Statements were mailed to all owners who had a balance or a credit on their account. The 4<sup>th</sup> quarter assessments are due on October 1 and to date 12% of owners have signed up for direct debit. The first financial statement has been published and we are working with the Finance Committee to address any questions or concerns accordingly. The final funds have not yet been received from the prior management company although this typically occurs once 90 days have passed. We will keep you posted as we move through the process.

ATTACHMENT(S):           None

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5. Action Item List:

Attached is the beginnings of the Action Item Report – this is contained within the Projects/Tasks within Ciranet should the Board be interested in reviewing and or updating. This is a work in progress and the plan is to capture ALL committee and board tasks, noting which Committee the task belongs and adding any cost details associated with the project. Each Committee Chair will also have the opportunity to review this information as well.

ATTACHMENT(S):           Action Item List

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**OLD BUSINESS:**

**From:** Takis Taousakis <takis\_taousakis@yahoo.com>  
**Sent:** Thursday, August 27, 2020 4:05 PM  
**To:** Andrew Hill; Fred Blum; Takis Taousakis; Jeff Gathers; Bill Blumberg  
**Cc:** Joan Lampe; Susan Cassell; Heather Graham  
**Subject:** Fw: Application for Finance Committee

Attached you will find the FAC application of Chelsea Lasik. My lesson learned from the time we had Mr. Greg Hillson as a candidate, is that we need to vote on candidates during the open discussion or if we want to have an executive session, we need to have council present. I propose the following sequence of events for future elections and I am open to any comments:

1. Invite the candidate(s) to a short Zoom meeting (guessing 15 to 20 minutes) before our regular FAC meeting for the candidates to talk to us about themselves and their interest to join. This will be a good time for the candidates to ask any questions that may be helpful to them about our committee and how we operate.
2. Have the candidate(s) attend the regularly scheduled FAC meeting.
3. At the end of the meeting, assuming that the candidate is still interested, the FAC votes on the candidate(s).
4. We add the FAC additional member(s) vote on the BOD agenda, and if necessary we make last minute adjustments on the day of the BOD meeting as a result of the FAC vote or a candidate decision to withdraw

I would appreciate comments on the above procedure (maybe CAMP already has a procedure)

Takis

----- Forwarded Message -----

**From:** Susan Cassell <scassell@gocampmgmt.com>  
**To:** 'Takis Taousakis' <takis\_taousakis@yahoo.com>  
**Cc:** Heather Graham <hgraham@gocampmgmt.com>; Joan Lampe <joanflampe@gmail.com>  
**Sent:** Thursday, August 27, 2020, 11:20:41 AM EDT  
**Subject:** Re: Application for Finance Committee

Hi Takis,  
Please find below the FAC application from Chelsea Lasik.

**Susan Cassell, CMCA® AMS®**  
General Manager  
Cameron Station Community Association

**Community Association Management Professionals (CAMP)**  
4114 Legato Road, Suite 200  
Fairfax, VA 22033  
On Site Office 703-567-4881 | Customer Service 855-477-CAMP (2267)



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

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**From:** Joan Lampe <joanflampe@gmail.com>

**Sent:** Wednesday, August 26, 2020 8:18 PM

**To:** Susan Cassell <scassell@gocampmgmt.com>

**Cc:** Chelsea Lasik <clasik@readyresponders.com>; Heather Graham <hgraham@gocampmgmt.com>

**Subject:** Re: Application for Finance Committee

Please send to Takis

Thank you

On Wed, Aug 26, 2020 at 7:50 PM Susan Cassell <[scassell@gocampmgmt.com](mailto:scassell@gocampmgmt.com)> wrote:

Thank you for your application.

Susan Cassell, CMCA® AMS®

General Manager

Cameron Station Community Association

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

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**From:** Chelsea Lasik <[clasik@readyresponders.com](mailto:clasik@readyresponders.com)>

**Sent:** Wednesday, August 26, 2020, 8:56 AM

**To:** [managers@camerystation.org](mailto:managers@camerystation.org)

**Subject:** Application for Finance Committee

Good morning,

I'm a resident of CS and would like to apply to volunteer on the Finance Committee. Please find my application attached and let me know if you have any questions.

Cheers!

Chelsea  
Chelsea Lasik



**CAMERON STATION COMMUNITY ASSOCIATION, INC.**  
**Committee Member Registration Form**

Please submit the completed form to the Cameron Station Management office for review by the individual Committee Chairs and the Board of Directors:

Name: Chelsea Lasik  
Home Address: 4913 Barbour Drive Alexandria, VA 22304  
Email Address: CLASIK@readyresponders.com  
Telephone Number: 703-371-0061 (Cell) \_\_\_\_\_ (Home)

Condominium Owners please check the appropriate box:

- ☐ Carlton Place Condominium
- ☐ Condominiums at Cameron Station Blvd.
- ☐ Main Street Condominium
- ☐ Oakland Hall Condominium
- ☐ Residences at Cameron Station
- ☐ Woodland Hall Condominium

1) Check the name of the Committee you would like to join (please include a 2<sup>nd</sup> choice as well):

- ☐ Architectural Review Committee
- ☐ Activities & Events Planning Committee
- ☐ Cameron Club Facilities Committee
- ☐ Common Area Committee
- ☐ Communications Committee
- ☒ Financial Advisory Committee

2) Provide a brief statement describing your qualifications (you may attach any pertinent information):

BS in Accounting, 6 years of experience in Finance including  
auditing at Ernst & Young, & general accounting roles in both  
public & private sectors.

3) State your reasons why you would like to join this committee:

I bought my home in Cameron Station in April 2019, have  
become a city volunteer in Alexandria, and would like to  
contribute my skills to the CS community now that I feel settled here.

Thank you for your time and interest.

Cameron Station Community Association, Inc. 200 Cameron Station Boulevard, Alexandria, Virginia 22304  
Phone (703) 567-4881 Fax (703) 567-4883 [communitymanager@cameronstation.org](mailto:communitymanager@cameronstation.org)

Updated: September 3, 2010

LANCASTER LANDSCAPES, INC.  
5019-B Backlick Rd ♦ Annandale, VA 22003  
Phone: 703-846-0944 ♦ Fax: 703-846-0952



PROPOSAL NO.  
30688

September 8, 2020

CUSTOMER # 229

Susan Cassell  
c/o CAMP  
4114 Legato Road  
Suite 200  
Fairfax, VA 22033

Dear Susan,

Thank you for giving Lancaster Landscapes an opportunity to bid on your current job at the Cameron Station. Lancaster Landscapes, Inc. offers to perform the following services:

**TURF RESTORATION**

Scope of Work:

- Aerate Compacted Areas
- Amend Soil (fertilizer and seed starter)
- Top dress with Top Soil/Compro Mixed
- Install grass seed and cover with seed accelerator pellets on small areas
- Install temporary fencing

Work to be performed at the following locations:

- Cameron Station Circle
- Martin Lane Pocket Park
- Donovan/Martin Lane Pocket Park
- Gardner Pocket Park
- Barbour Pocket Park
- 165 Cameron Station Blvd
- Brenman park
- Minda Court
- Cameron Station Clubhouse
- Donovan Pocket Park
- Knapp/Cameron Station Park
- Fredinad Day/Brawner grassy area
- Tancreti /Brawner park

Labor (6) days.....\$7,920.00

Material

- Top soil mixed (10) yds. \$95 each.....\$950.00
- Grass seed.....\$625.00
- Seed accelerator pellets.....\$375.00
- Temporary fencing.....\$395.00

**PROPOSAL TOTAL: \$10,265.00**

Payment terms: All payments are due within 30 days of invoice date unless otherwise specified. A 1.5% per month late charge will be applied to payments not made within 30 days of their due date. In the event that this contract is placed in the hands of an attorney, whether or not suit is instituted, the client agrees to pay all reasonable attorneys fees involved in such collection efforts.

Lancaster Landscapes, Inc. offers a one year warranty on all newly installed plant materials and trees, excluding annuals and sod. The warranty period commences upon date of installation through and until one year from that date. Warranty is not valid if plants have (1) not been properly maintained (watered) (2) are damaged due to incidents not precipitated by contractor or its forces such as weather conditions, pedestrian traffic, animal damage, etc. (3) if invoice for services rendered has not been paid in full within the 30 day time allowance. Properties requiring re-installations will be inspected. Plant materials meeting warranty requirements will be listed and replaced, in mass, at the end of the warranty period, unless agreed to otherwise by contractor and client. This will ensure that all plants requiring replacements are installed under the best possible conditions and in compliance with current industry standards. Subsurface obstructions are not covered by proposal.

Disclaimer. Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made by Lancaster Landscapes are intended to minimize or reduce hazardous conditions that may be associated with trees. However, there is and there can be no guarantee or certainty that efforts to correct unsafe conditions will prevent breakage or failure of the tree. Our recommendations should reduce the risk of tree failure but they cannot eliminate such risk, especially in the event of a storm or any act of God. Some hazardous conditions in landscapes are apparent while others require detailed inspection and evaluation. There can be no guarantee or certainty that all hazardous conditions will be detected.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized Signature: Carlos Rios  
This proposal may be withdrawn by us if not accepted within 30 Days.

ACCEPTANCE OF PROPOSAL:

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## Resolution Review Summary

September 21, 2020

Attached is a Table of Contents for all approved Policy and Administrative Resolutions. There are a few Resolutions that the Board should rescind mainly because they are outdated and no longer applicable. These are listed below for your reference. The second column reflects the date the Resolutions were approved.

Ad-Hoc Club Committee Chair	Active (04282009)
Ad-Hoc Pool Rules Committee	Active (06242009)
Ad-Hoc Committee for Complete Street Proposal	Active (09272016)
Ad-Hoc Management Search Committee	Active (04232019)
Annual Meeting and Board Election Procedures for the 06082000 Annual Meeting	Active (04132000)
Political Signs	Active (0107) Replaced with language in the DMS

All Resolutions have been provided to Todd Sinkins and have been added to the Resale Package accordingly.



**Cameron Station Community Association**  
**Record of Rescinded or Unsigned Resolutions**

<b>Resolution #</b>	<b>Name of Resolution</b>	<b>Status</b>	<b>Action</b>	<b>Folder Location</b>
00-10-02	Enforcement and Due Process Procedures	Inactive	replaced	Resolutions-Policy
00-10-02	Parking Policy	Inactive		Resolutions-Policy
03-09-01	Financial Management Procedures- Investments Policy Principles & Guidelines	Active (09302003)	New Resolution approved	Resolutions-Policy
06-12-19	Parking Policy	Inactive	replaced	Resolutions-Unsigned
07-09-25	Due Process	Inactive	replaced	Resolutions-Unsigned
08-03	Access to Shuttle Bus Service by Non Residents	Inactive	replaced	Resolutions-Policy
08-07	Enforcement and Due Process Procedures	Inactive	replaced	Resolutions- Rescinded
091701	Common Area Usage Policy	Inactive	replaced	Resolutions-Policy
11-01	Collection of Assessments	Inactive	replaced	Resolutions- Rescinded
11-02	Pet Policy	Inactive	replaced	Resolutions-Policy
11-03	Cameron Club Operating Rules and Procedures	Inactive	replaced	Resolutions- Rescinded
19-	Collection of Assessments	Inactive	No action - *this is the unsigned version of 19-04	Resolutions-Unsigned
20-	Recording of Open Meetings of the Association, Board of Directors, and Committees	Inactive	replaced	Resolutions-Unsigned
98-01	Pet Policy	Inactive	replaced	Resolutions-Unsigned
A	Management Approach	Inactive		Resolutions-Unsigned
C	Interim Financial Management	Inactive		Resolutions-Unsigned
D	Management Scope of Work	Inactive		Resolutions-Unsigned
14-01	Investment Policy	Rescinded	replaced in Aug 2020	Resolutions- Admin

**Cameron Station Community Association  
Record of Administrative Resolutions**

<b>Resolution</b>	<b>Name of Resolution</b>	<b>Status</b>	<b>Action</b>	<b>Server Location</b>
20	Financial Advisory Committee Charter	Active (03192002)		Resolutions- Committee Charters
10-03	Cameron Club Facilitis Committee Charter	Active (03192002)		Resolutions- Committee Charters
22	Common Area Committee Charter	Active (03192002)		Resolutions- Committee Charters
23	Architectural Review Committee Charter	Active (03192002)		Resolutions- Committee Charters
24	Communication Committee Charter	Active (04232002)		Resolutions- Committee Charters
10-02	Activies and Events Committee Charter - Revised	Active (01272015)		Resolutions- Committee Charters
04-01	Code of Conduct for Board of Directors	Active (04272004)		Resolutions-Admin
04-02	Code of Conduct for Association Committees	Active (04272004)		Resolutions-Admin
08-02	Violation Clarification	Active (02262008)		Resolutions- Admin
09-01	Ad-Hoc Club Committee Chair	Active (04282009)	To be Rescinded	Resolutions- Committee Charters
09-03	Open Forum	Active (07242009)		Resolutions- Admin
09-04	Ad-Hoc Pool Rules Committee	Active (06242009)	To be Rescinded	Resolutions- Committee Charters
10-05	Contract Procurement Policy	Active (10262010)		Resolutions- Admin
10-06	Record Retention	Active (01272010)		Resolutions- Admin
10-07	Write-Off of Small Balances	Active (10272010)		Resolutions- Admin
13-01	Examining and Copying of the Association Records	Active (06242013)		Resolutions- Admin
20-02	Investment Policy	Active (08252020)		Resolutions- Admin

16-02	Ad-Hoc Committee for Complete Street Proposal	Active (09272016)	To be Rescinded	Resolutions- Committee Charters
18-01	Establishing Means of Communication	Active (05072018)		Resolutions- Admin
19-01	Emergency Repair Approval to Owner	Active (02262019)		Resolutions- Admin
19-04	Ad-Hoc Management Search Committee	Active (04232019)	To be Rescinded	Resolutions- Committee Charters
20-01	Virtual Annual Meeting	Active (08252020)		Resolutions - Admin



**Cameron Station Community Association  
Record of Policy Resolutions**

<b>Resolution #</b>	<b>Name of Resolution</b>	<b>Status</b>	<b>Action</b>	<b>Folder Location</b>
00-04-01	Annual Meeting and Board Election Procedures for the 06082000 Annual Meeting	Active (04132000)	To be Rescinded	Resolutions-Policy
00-08-02	Delivery of Association Services to Sub-Associations	Active (08102000)		Resolutions-Policy
03-04-01	Personal Trainer Policy	Active (04232003)		Resolutions-Policy
01 -07	Political Sign Policy	Active (2001)	To be rescinded due to lang in the DMS	Resolutions-Policy
08-02	Use of Gazebo	Active (02262008)		Resolutions-Policy
08-04	Common Area Improvements	Active (042008)		Resolutions-Policy
08-06	Trash Removal	Active (07222008)		Resolutions-Policy
08-10	Suspension of Privileges for Non Payment	Active (12162008)		Resolutions-Policy
12-01	Complaint Resolution	Active (07012012)		Resolutions-Policy
12-02	Cameron Club Operating Rules and Procedures + Amendment for Multi Purpose Court	Active (08232011)		Resolutions-Policy
12-01	Reserve and Surplus Financial Policy	Active (2002)	No vote record but signed	Resolutions-Policy
14-02	Snow Removal and Inclement Weather	Active (09302014)		Resolutions-Policy
14-10	Common Area Usage Policy- Amended	Active (10282014)		Resolutions-Policy
17-01	Parking Policy	Active (03282017)		Resolutions-Policy
17-02	Pet Policy	Active (05082017)		Resolutions-Policy
19-02	Enforcement and Due Process Procedures	Active (02262019)		Resolutions-Policy
19-03	Access to Recreational Facilities and Shuttle Bus Service of Non-Residential Units	Active (02262019)		Resolutions-Policy
19-04	Collection of Assessments	Active (09242019)		Resolutions-Policy

19-05	Recording of Board and Committee Meetings	Active (12042019)		Resolutions-Policy
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**CAMERON STATION COMMUNITY ASSOCIATION, INC.**

**POLICY RESOLUTION NO. 20-03**

(Amended Procedures Related to the Submission and Resolution of Violation Complaints)

**WHEREAS**, Article III, Section 3.4 of the Amended Bylaws grants the Board of Directors with all of the powers necessary for the administration of the affairs of the Association in accordance with applicable law and the Project Documents, except for those matters which the applicable law or Project Documents require the Association's membership to approve; and

**WHEREAS**, Section 55-530(E) of the Virginia Code requires that the Association establish reasonable procedures for the resolution of written complaints from the members of the Association or other citizens; and

**WHEREAS**, the Association previously adopted Policy Resolution No. 12-01 creating Amended Procedures Related to the Submission and Resolution of Violation Complaints; and

**WHEREAS**, for the benefit and protection of all owners, the Board deems it desirable amend Policy Resolution 12-01 to revise its procedures governing certain types of complaints to be submitted to the Association's Board of Directors in writing and establishing reasonable procedures governing the resolution of these written complaints so as to comply with the requirements of Virginia law.

**NOW THEREFORE, BE IT RESOLVED THAT** the Board duly adopts the following due process procedures:

1. **Complaint Must Be in Writing.** The Association is only required to act on written complaints submitted to the Association's management, or management or Board-witnessed violations, in accordance with the procedures set forth in this Resolution. The Board, Covenants Committee or Management, in their sole discretion, may choose to act on all verbal complaints on a case-by-case basis; provided, however, that the complainant subsequently completes and submits to Management the Association's written complaint form. A Complaint must allege an action by the Unit Owners Association, Board of Directors, a Committee or Management that violates a provision of the Nonstock Corporation Act, Property Owners Association Act or Common Interest Community Acts. The Association will not take action on any other type of complaint.
2. **Complaint Form.** In order to properly submit a formal complaint upon which the Association will act, all residents, owners and any other party must submit a written complaint on the form attached hereto as Exhibit A, to the Association's management office and to the attention of the Association's Board of Directors.
3. **Where Complaints Should be Sent.** All written complaints shall be sent either via United States Postal Service mail, hand-delivery, or facsimile using the following information, unless otherwise advised and requested by the Association's Board:

Cameron Station Community Association, Inc.  
c/o Management Office  
200 Cameron Station Blvd.  
Alexandria, VA 22304  
Facsimile: (703) 567-4883

4. **Required Information.** All complaints shall include the following information or shall be deemed invalid, at the Board's sole discretion:
  - 1) The name and address of the complainant;
  - 2) The nature of the alleged violation;
  - 3) The time, date and place of the alleged violation;
  - 4) The name and address of the suspected violator, if known;
  - 5) Any other information the complainant deems relevant for the Board's review;
  - 6) A statement explaining why any of the above-referenced information was not included in the written complaint, if necessary;
  - 7) The signature of the complainant.
5. **Acknowledgment of Receipt.** Upon receipt of a valid Complaint, the Association, through its Board, will provide written acknowledgment of receipt of the complaint within 7 days, by either certified mail or hand-delivery. Acknowledgement may be sent via electronic means if the owner has consented to receive electronic communication from the Association or such method of communication is consistent with established Association procedure.
6. **Incomplete Complaint.** If the Association deems the Complaint to be incomplete, the Association shall notify the complainant either via hand-delivery, first class mail or electronic means, within seven (7) days of receipt of the submission and state the additional information the complainant needs to provide to the Association in order for the Association to process the complaint. The complainant shall have an additional thirty (30) days to provide the requested information. If the additional required information is not received within the 30-day time frame, the Association shall notify the complainant via certified mail or hand-delivery that a valid written complaint was not received and the matter is deemed closed. If the additional information is received within the 30-day time frame, the Association shall send acknowledgement of receipt as identified in Section 5 above and commence with investigation described in Section 7 below.
7. **Investigation Period.** Upon receipt of a valid Complaint, the Association shall then take such appropriate action to investigate and resolve the Complaint. The Board may contact the complainant via e-mail or other written correspondence in order to conduct its investigation. The complainant is obligated to cooperate with the Association's investigation. If the complainant does not cooperate, the Association may close the matter for failure to cooperate.

8. **Conclusion of Investigation.** The Association will conclude its investigation within 30 days of its receipt of the valid written complaint, unless the Association deems that more time is necessary to conclude the investigation.
9. **Notice and Hearing Procedure.**
  - a. **Notice.** Once the investigation is complete, the Board of Directors shall notify the complainant of the time, place and location that the matter will be considered by the Board. Such notice shall be hand-delivered or sent via certified mail. Notice may be sent via electronic means if the owner has consented to receive electronic communication from the Association or such method of communication is consistent with established Association procedure.
  - b. **Hearing.** The Board shall conduct a hearing on the subject of the Complaint. The complainant may present any evidence the complainant deems relevant to the subject of his Complaint. The Board of Directors may question the complainant or any other persons it believes may have information relevant to the subject of the complaint. After all parties have finished presenting evidence, the Board shall meet in executive session to consider the evidence presented.
  - c. **Notice of Final Determination.** Following the conclusion of the hearing, the Board shall send the complainant a Notice of Final Determination by certified mail, return receipt requested or hand delivery, within seven days after the hearing date. The Notice of Final Determination shall notify the complainant of the Board's decision, the provisions in the Virginia Code upon which the Board relied in reaching its decision, the registration number of the Association, and shall notify the complainant of his or her right to file a Notice of Final Adverse Decision as set forth in paragraph 12 below. If applicable, the name and license number of the common interest community manager involved will be provided.
10. **Referral to Ombudsman.** The Notice of Final Determination shall advise the complainant of his or her right to file a Notice of Final Adverse Decision rendered by the Association, to the applicable Office of the Common Interest Community Ombudsman:

Virginia Common Interest Community Ombudsman  
9960 Mayland Drive, Suite 400  
Richmond, Virginia 23233-1463  
Phone: 804-367-2941  
Email: [CICOmbudsman@dpwr.virginia.gov](mailto:CICOmbudsman@dpwr.virginia.gov)
11. **Record Keeping.** The Association shall maintain a record of the Complaint for no less than one year from the date that the Association takes action on said Complaint.
12. **Availability.** A copy of these procedures shall be made available to all owners and citizens upon request and on the Association's website.
13. **Resale Disclosure Packet.** A copy of these procedures shall be included in any resale disclosure packet issued after the effective date below.

14. **Annual report.** The Association shall certify with each annual report filing that the Association complaint procedure has been adopted and is in effect.

This policy resolution amends and supersedes policy resolution 12-01.

The effective date of this Resolution shall be November 1, 2020.

CAMERON STATION COMMUNITY  
ASSOCIATION, INC.

By: \_\_\_\_\_  
President

## COMPLAINT FORM

### CAMERON STATION COMMUNITY ASSOCIATION

**You may use this form to file a complaint concerning Cameron Station Community Association, Inc. (the “Association”). Should you choose to file a complaint using this form, please complete, sign and date this form and mail or fax it to the Association’s common interest community manager at the address below:**

**Name of Complainant(s):**

**Phone: (Home)** \_\_\_\_\_ **(Work)** \_\_\_\_\_

(Mobile) \_\_\_\_\_ (Email) \_\_\_\_\_

**Preferred method of communication:** \_\_\_\_\_ Writing \_\_\_\_\_ E-mail

**Please described the nature of your complaint and cite any provisions of the applicable statute or regulations that is the basis for your complaint (please attach all documents and communications supporting your complaint – you may use additional pages):**

**Name and address of persons that are the subject of complaint:**

**Description of Relief Being Sought by Complainant or Requested Action:**

**Be advised, the Association may elect not to take action on any Complaint which does not conform to the above-referenced delivery requirements or include the requested information on this form.**

**The Association will provide written acknowledgement of receipt of the form within 7 days via certified mail, hand delivery, or electronic means, if applicable. If additional information is required, you will be notified in accordance with Section 6 of the Association's procedures.**

**The Association will begin investigation of your Complaint when it has received a valid written complaint.**

**The Association will conclude its investigation within 30 days of its receipt of your valid Complaint. Once investigation is concluded, you will be notified of when and where your matter will be reviewed by the Board (or other body, if applicable).**

**After the Board has made its final determination, the Board will send you a written Notice of Final Determination within 7 days of the decision by either via certified mail, hand delivery, or electronic means, if applicable.**

**Once you have received a Notice of Final Determination, you have the right to contact the Office of the Common Interest Community Ombudsman. In accordance with the Common Interest Community Board's ("CIC Board") rules and procedures and Va Code § 55-530, you may give notice to the CIC Board of any final adverse decision which your Association may make regarding your complaint. You must file the notice within 30 days of the final adverse decision. Your notice must be in writing on forms prescribed by the Commonwealth Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$ 25 filing fee. The Commonwealth Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause you undue financial hardship. For more information or to submit a complaint to the Common Interest Community Ombudsman, please contact the Office of the Common Interest Community Ombudsman at:**

Virginia Common Interest Community Ombudsman  
9960 Mayland Drive, Suite 400  
Richmond, Virginia 23233-1463  
Phone: 804-367-2941  
Email: [CICOmbudsman@dpwr.virginia.gov](mailto:CICOmbudsman@dpwr.virginia.gov)

**You must date and sign this form. Anonymous complaints will not be accepted.**

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

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

**The Association will maintain a record of your Complaint for one year from the date upon which it takes action to resolve your complaint.**

*To be completed by Association representative only*

**Received by:** \_\_\_\_\_

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



**CAMERON STATION COMMUNITY ASSOCIATION, INC.**

**POLICY RESOLUTION NO. 20- 03**

(Amended Procedures Related to the Submission and Resolution of Violation Complaints)

Duly adopted at a meeting of the Board of Directors held September 29, 2020.

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

VOTE:	YES	NO	ABSTAIN	ABSENT
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_____ President	_____	_____	_____	_____
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_____ Vice President	_____	_____	_____	_____
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_____ Secretary	_____	_____	_____	_____
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_____ Treasurer	_____	_____	_____	_____
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_____ Director	_____	_____	_____	_____
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_____ Director	_____	_____	_____	_____
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_____ Director	_____	_____	_____	_____
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## **CERTIFICATE OF MAILING OR DELIVERY**

I hereby attest that this Policy Resolution was mailed and/or hand-delivered to the addresses of record of the Unit Owners on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Managing Agent  
CAMERON STATION COMMUNITY  
ASSOCIATION, INC.



**From** | **Power Systems Electric Corp**  
4709 Eisenhower Avenue  
Alexandria VA 22304  
7037782626

**Quote No.** | **1337621**  
Type | Inspection  
Prepared By | A03 Dept.  
Created On | 09/09/2020  
Valid Until | 09/30/2020

**Quote For** | **Cameron Station Community Association - c/o CAMP - Community Association Management Professionals**  
Cameron Station Community Association - LITEM  
Cameron Station Blvd,  
Murtha St, Medlock Ln,  
Donovan Dr, Martin Ln  
Alexandria VA 22304  
703-567-4881

## Description of Work

### INCOMPLETE INSPECTION REPORT PLEASE SIGN

To: \*\*Mark Bondurant \*\*@ Mbondurant@gocampmgmt.com

Date: Wednesday, September 9, 2020

Property Name: Cameron Station Community Association

**PSE:** Work Order #19457667

**Inspection Type:** Monthly lighting inspection

**Status:** Inspection Complete - Repairs Are Required

**Cost to Date:** \$0.00

Approximate Additional Cost to : \$3,998.05

Based on our most recent Lighting Inspection, common area security lighting has been found inoperable. The approximate pricing above is based on replacing typical HID or fluorescent lighting components i.e. ballast(s) and lamp(s) as required to restore lighting to the locations stated below. Price does not include repairs, if any, to other infrastructures, socket, wiring etc. or photocell replacements. It is unknown at this time which components have failed. However, the customer will only be charged for the labor and material used to facilitate the necessary repair(s)/replacement(s) to actual failed components. Immediate authorization of repairs is requested in order to maintain proper operation of common area safety and security lighting. As a valued customer participating in our Lighting Inspection Program, a **20% discount** has been applied to material required to facilitate repairs.

### Outage(s) requiring repair, found during the recent Lighting Inspection:

1. 387 Cameron Station Boulevard, pole light #V37 located near rear of address across from garage Dim
2. 5263 Pocoson Drive, pole light #V34 located near corner of address behind mailbox - Out
3. 5215 Brawner Place, pole light located behind sign at visitor parking space (no pole number) - Out
4. 5164 Brawner Place, pole light located near rear of address right next to garage on corner (no pole number) - Out
5. 5229 Brawner Place, pole light located on corner close to garage area (no pole number) - Out
6. 5162 Brawner Place, pole light located by garage area at dead end (pole with No Parking sign on pole) - Out
7. 5242 Tancreti Street, pole light located in front of address (no pole number) - Out
8. 5102 Knapp Place, pole light #V91 located close to English Terrace near sign at visitors parking space - Out
9. 5060 Minda Court, pole light #1121 located in front of address - Out

10. Donovan Place & Minda Court, pole light #II118 located at corner of intersection - Out
11. 5112 Knapp Place, pole light located across from address to the right of address in the Condo parking lot close to back fence & No Parking Sign - Out
12. 5112 Knapp Place, pole light located closest to address behind tree - Out
13. 5108 Knapp Place, pole light located on side of address close to fire hydrant - Out
14. 4924 Kilburn Drive, pole light #II23 located near front right of address - Out
15. 4906 Kilburn Drive, pole light located closest to address in parking lot of Condo closest to handicap space #83 - Out
16. 5151 Brawner Place, pole light located near address Out
17. 5157 Brawner Place, pole light located near address Out
18. Bessley Place & Brawner Place, pole light located near intersection (On Brawner Place before it curves/close to the collector) - Out
19. 5108 Donovan Drive, pole light #II49 located near address stays on 24/7

*Thank you for the opportunity to be of service.*

**Representing Power Systems Electric Corporation: Crystal Beruete**

## Services to be completed

### [Pole Light] Location - Building

Performed lighting inspection and found the following lights out;

- 1) 387 Cameron Station Boulevard, pole light #V37 located near rear of address across from garage – Dim
- 2) 5263 Pocason Drive, pole light #V34 located near corner of address behind mailbox - Out
- 3) 5215 Brawner Place, pole light located behind sign at visitor parking space (no pole number) - Out
- 4) 5164 Brawner Place, pole light located near rear of address right next to garage on corner (no pole number) - Out
- 5) 5229 Brawner Place, pole light located on corner close to garage area (no pole number) - Out
- 6) 5162 Brawner Place, pole light located by garage area at dead end (pole with “No Parking” sign on pole) - Out
- 7) 5242 Tancreti Street, pole light located in front of address (no pole number) - Out
- 8) 5102 Knapp Place, pole light #V91 located close to English Terrace near sign at visitors parking space - Out
- 9) 5060 Minda Court, pole light #II121 located in front of address - Out
- 10) Donovan Place & Minda Court, pole light #II118 located at corner of intersection - Out
- 11) 5112 Knapp Place, pole light located across from address to the right of address in the Condo parking lot close to back fence & “No Parking Sign” - Out
- 12) 5112 Knapp Place, pole light located closest to address behind tree - Out
- 13) 5108 Knapp Place, pole light located on side of address close to fire hydrant - Out
- 14) 4924 Kilburn Drive, pole light #II23 located near front right of address - Out
- 15) 4906 Kilburn Drive, pole light located closest to address in parking lot of Condo closest to handicap space #83 - Out
- 16) 5151 Brawner Place, pole light located near address – Out - Pole not flagged
- 17) 5157 Brawner Place, pole light located near address – Out - Pole not flagged
- 18) Bessley Place & Brawner Place, pole light located near intersection (On Brawner Place before it curves/close to the collector) - Out - pole not flagged
- 19) 5108 Donovan Drive, pole light #II49 located near address stays on 24/7 - Pole not flagged

NOTE: All poles are flagged with flagging tape and price is based on retrofitted the existing HID components to LED lamps.

**GRAND TOTAL                      \$3998.05**

## Terms and Conditions

### TERMS AND CONDITIONS

1. Power Systems Electric Corporation (**PSEC**) is not responsible for any charges that could be made by the Utility Company in connection with this work. Customer will pay such charges, if any, directly to the appropriate Utility Company. Any special arrangements for appointments should be made directly between the **Customer** and the Utility Company. Therefore, payment of our invoice (s) shall not be delayed due to unfinished work related to Utility

Company. Our contract shall be considered complete and final payment (s) and/or outstanding balances are due upon final electrical inspection of work. Final payment (s) shall not be withheld pending the Power Company scheduling of new service or connections.

**2. PSEC** is not responsible for restoration of any plaster, decorations, landscaping, grass area, blacktop, concrete or other materials, if any, damaged by us because of this installation or work.

**3.** Underground cable work and excavations if applicable and indicated in scope of work text; price includes necessary trench, back fill and grass seed with straw cover. However, final restoration of disturbed areas, if any, is not included in this scope of work.

**4.** Underground excavations; scope of work does not include excavation or removal of rock, if any. Additional charges will apply for work that involves excavation or removal of rock and customer agrees to any such additional charges.

**5.** In the event the party (**PSEC**) entitled to payments due under this agreement does not receive such payments when due, the party (**PSEC**) entitled to payment may terminate this agreement upon 10 days written notice. Such termination shall cause all amounts due or to become due under this Agreement to be immediately payable without further demand or notice, and the party (**PSEC**) entitled to payment may reduce such debt to judgment. Additionally, **Customer** understands and agrees to pay any reasonable costs incurred by **PSEC** in connection with enforcement of its rights and remedies, including, but not limited to reasonable attorneys fees, other collection costs plus interest on overdue amounts at the highest rate allowed by law.

**6.** This contract is based on **PSEC** installing the scope of work without changes. If **Customer** makes changes, we reserve the right to invoice the **Customer** for the entire installation on a time and materials basis and **Customer** agrees to pay such invoice.

**7.** The scope of work and contract is based on **PSEC** making the installation during normal **PSEC** working hours (Monday through Friday, 7:30 AM 4:00 PM), if **Customer** selects or desires work to be done at other times, it is understood and agreed by **Customer** that additional overtime charges may apply.

**8. Customer** understands and agrees that the scope of work is based on **PSEC** making the installation without waiting, should the **Customer** hold up mechanics in their work or cause them to lose time by waiting, the **Customer** is to pay for such time lost.

**9.** This contract is made directly between **PSEC** and the **Customer**. We therefore look directly to the **Customer** for prompt payment; hence, payment of our invoice (s) shall not be delayed pending payments to **Customer** by third parties, insurance company, etc.

**10.** Materials supplied by **PSEC** and delivered to and/or stored on the job site become the responsibility of the **Customer** or **Owner(s)** of that property, and/or the managing agent/company.

**11.** Materials and equipment, unless indicated otherwise on the front of this contract and approved by **PSEC** in writing, may become the property of **PSEC** in the event of **Customer** default in payment to **PSEC**.

**12.** Attention to the terms and conditions are printed on the front of this contract/quotation and it is **Customer's** responsibility to read and understand same before signing contract, failure of **Customer**, or person signing contract in behalf of **Customer**, to read same will not release them from full compliance with all the terms and conditions.

#### **13. PSEC IS NOT AN INSURER: DISCLAIMER OF WARRANTIES LIMITED LIABILITY**

**13a. Customer** agrees and understands; that **PSEC** shall maintain general liability, vehicle and workmans compensation insurance in force for **PSEC** employees and work as performed by **PSEC**; that **PSEC** is not an insurer and that insurance, if any, covering customers property, personal injury, including death, and real or personal property loss or damage in, about or to the premises shall be obtained by the **Customer**; that **PSEC MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**; that the equipment or services are designed as improvements, but not to eliminate certain risks or loss and that the dollar amounts charged by **PSEC** are not sufficient to warrant or guarantee that no loss or damage will occur; that **PSEC** is not liable for any loss or damage which may occur even if due to the active or passive, joint or several negligence of **PSEC**, its agents, servants, employees, suppliers or sub-contractors. Any claim brought in product or strict liability and/or breach of warranty express or implied, and/or breach of contract express or implied, notwithstanding the above provisions, should there arise any liability on the part of **PSEC**. Such liability shall be limited to the maximum sum of \$2000.00, regardless of whether any loss or damage was caused by or contributed to by any conduct, act, or omission of **PSE**, its agents, servants, or employees, and this liability shall be exclusive. Some states do not allow the limitation or exclusion of incidental or consequential damages or limitation or exclusion of implied warranties; therefore, the above limitations or exclusions may not apply.

**13b. LEGAL LIABILITY LIMITATIONS:** It is expressly understood and agreed between the client and PSE that in the event of any allegation(s) by the client of any breach of contract, breach of duty, error or omission against PSE, its officers, directors, employees, agents and/or contractors, the assertion of a claim arising from said allegation(s) shall be against PSE. Under no circumstances shall the client assert any allegation against an individual officer, director, employee, agent and/or contractor in any individual capacity. The remedy for any and all claims is expressly limited to PSE in its corporate capacity.

**14. PSEC** shall perform this scope of work in accordance to National Electric Code Requirements, in a quality and workman like manner.

**15. THIS Agreement** shall be deemed to have been in Rockville, Maryland and shall be governed by the laws of the State of Maryland. Any action commenced against **PSEC** arising out of this Agreement or any of their services shall be commenced in Montgomery County, MD. The parties expressly waive jury-by-jury trial. No suit or action shall be brought against **PSEC** more than one (1) year after the accrual of the cause of action therefore.

**16. THIS Agreement** and quotation contains the full understanding of the parties and can be modified only in writing and signed by the parties.

**17. Power Systems Electric Corporation**, for purposes of this contract shall be known as and referred to as **PSEC**.

**18. AUTHORITY:** The person signing this contract warrants that they have the authority to sign as, or on behalf of, the client for whom or for whose benefit

the PSE services are rendered.

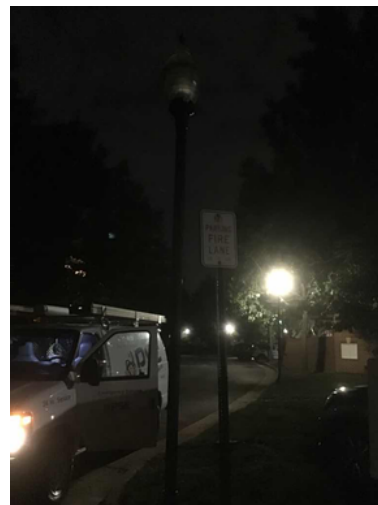
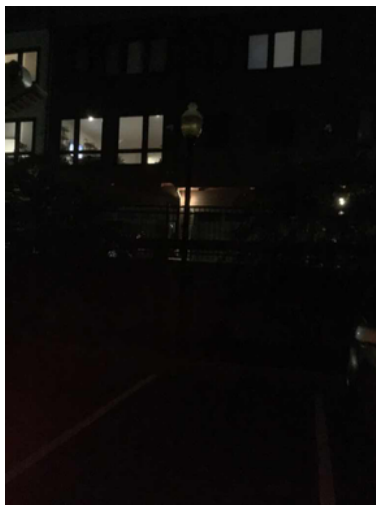
3/01, 7/01, 12/03,9/05, 05/06

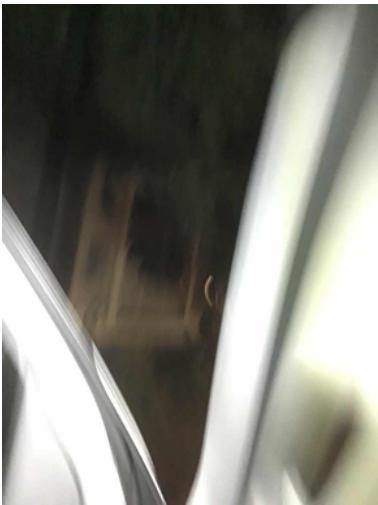
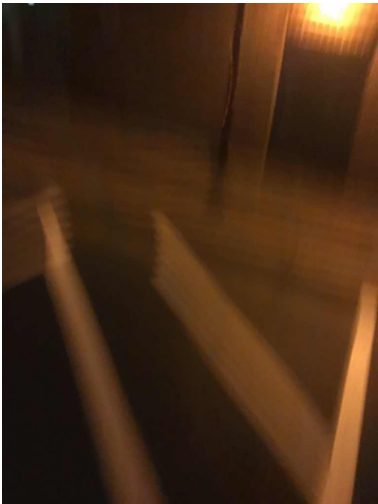
By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

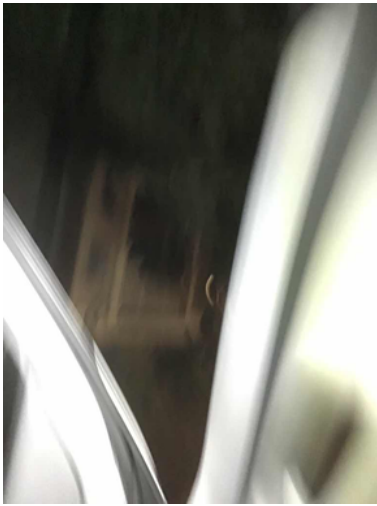
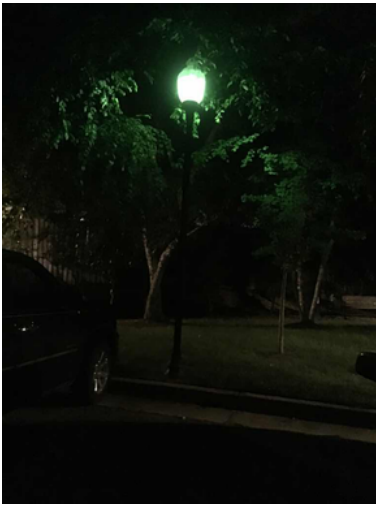
Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

## Photos







Pole #1149 on 24/7





**OFFICE OF THE CITY ATTORNEY**

301 KING STREET, SUITE 1300  
ALEXANDRIA, VIRGINIA 22314

<http://alexandriava.gov>

(703) 746-3750

FACSIMILE  
(703) 838-4810

**CITY ATTORNEY**  
JOANNA C. ANDERSON

**DEPUTY CITY ATTORNEYS**  
JILL A. SCHAUB  
CHRISTINA ZECHMAN BROWN

**SENIOR ASSISTANT CITY ATTORNEYS**  
KAREN S. SNOW  
GEORGE McANDREWS

**ASSISTANT CITY ATTORNEYS**  
STEVEN DiBENEDETTO  
ADRIENNE FINE  
DAVID E. LANIER, JR.  
TRAVIS S. MacRAE  
SARAH McELVEEN  
MEGHAN S. ROBERTS

September 18, 2020

Mr. Michael Johnson  
President  
Cameron Station Community Association, Inc.  
200 Cameron Station Boulevard  
Alexandria, Virginia 22304

Dear Mr. Johnson:

The Alexandria Registrar, Angela Turner, let us know that while Cameron Station Community Association (CSCA) would like to continue to be a polling place for the November 3, 2020 election, as it has been for many years, the CSCA Board is concerned about liability for potential lawsuits that might be filed for COVID-19 related claims. In the hope of setting your minds at ease, we want to provide you with an explanation of the immunity that a State Electoral Board and Registrar have pursuant to the U.S. Constitution, and the reasons why we believe that the Cameron Station CSCA, as an agent of the Electoral Board when hosting a polling place, would share in that immunity from liability.

First, the Registrar and Alexandria Elections Board are state employees. For over two hundred years, states have been immune from liability lawsuits because of the Eleventh Amendment. The Fourth Circuit Court of Appeals, whose jurisdiction includes Virginia, issued a decision in McConnell v. Adams, 829 F.2d 1319 (4<sup>th</sup> Cir. 1987) that contains a concise but detailed explanation of why local boards of election and elections officials are state employees. See McConnell, 829 F.2d at 1326-28. The court examined the policies, responsibilities and concerns of these officials, and found a closer nexus to the state than to the local government entity. Electoral board members are appointed by circuit (state) judges. The party affiliation of board members depends upon the party affiliation of the governor, not the party in power locally. They must take an oath of office prescribed for officers appointed pursuant to the state constitution. See Va. Code § 24.1-29. Their compensation is set by the state's general appropriations act. Their salaries and mileage are reimbursed from the state treasury. They may

be removed in proceedings initiated only by the State Board of Elections, not by local officials. Their work is supervised and coordinated under the statutory authority of the State Board of Elections. Electoral boards must maintain uniform statewide practices and proceedings. 829 F.2d at 1327. For these reasons, the McConnell court concluded that election officials are state employees. For your convenience, I have enclosed a copy of the McConnell decision.

The Eleventh Amendment to the U.S. Constitution prohibits lawsuits and claims against individual states. The McConnell court held that neither Congress nor the Commonwealth have legislatively waived this immunity. 829 F.2d at 1328-29. Consequently, the Eleventh Amendment bars claims against the Commonwealth and state officials. 829 F.2d at 1329. For a recent judicial opinion in which a federal judge in Richmond held that the Eleventh Amendment barred claims for monetary relief asserted against a municipal board of elections, please see the unreported decision in Stokes v. Hopewell Electoral Board, at p. 4 (Civil Action No. 3:19cv469, E.D.Va. 02-06-2020). A copy of the Stokes decision is enclosed.

Second, agents of immune entities are entitled to the protection of governmental immunity when they satisfy the four-part test set out in James v. Jane, 221 Va. 43, 53, 282 S.E.2d 864, 869 (1980). The factors to be considered are (i) whether the function being performed is essential to a governmental objective; (ii) the extent of the state's interest and involvement in the function; (iii) the degree of control and direction exercised by the state over the agent; and (iv) whether the activity complained of involved the use of judgment and discretion. Entities that host polling places are agents of the Board of Elections who assist in the voting process, which is certainly a governmental function. The Commonwealth has a high degree of interest and involvement in elections. As was noted by the McConnell court, above, the Commonwealth exercises a high degree of involvement in and control over the conduct of elections. The operation of a polling place certainly involves the exercise of judgment and discretion. Consequently, polling places like Cameron Station are entitled to the protection of the Commonwealth's immunity from liability claims because they are agents of the Board of Elections, and therefore agents of the Commonwealth. See Lohr v. Larsen, 246 Va. 81, 431 S.E.2d 642 (1993); Andrews v. Logisticare Solutions, L.L.C., 78 Va.Cir. 45 (Fairfax Cir. Ct. 11-24-2008).

Lastly, in response to the CSCA Board's request, the Electoral Board is willing to have the Clubhouse cleaned after the polling event in order to leave the facility in a manner that is satisfactory to the Board.

We hope that this information adequately addresses the Board's concerns. The polling place in Cameron Station fills a vital need, and will be difficult to replace. The City will be exceedingly grateful if Cameron Station will once again host a polling place for the November election. Please let us know if you have additional concerns or if there is any other action you request that the City take in order for the Electoral board to use the Cameron Station Clubhouse for a polling location on November 3, 2020.

Michael Johnson, President  
Cameron Station Community Association  
September 18, 2020  
Page 3 of 3

Thank you for your assistance with this matter.

Very truly yours,

A handwritten signature in black ink that reads "George McAndrews". The signature is fluid and cursive, with a long horizontal stroke at the end.

George McAndrews  
Senior Assistant City Attorney

Enclosures

Cc: Angela Turner, Registrar  
Mark Jinks, City Manager  
Laura Triggs, Deputy City Manager

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Distinguished by *Jemsek v. North Carolina Medical Board*, E.D.N.C.,  
February 21, 2017

829 F.2d 1319

United States Court of Appeals,  
Fourth Circuit.

Doris McCONNELL, Plaintiff-Appellee,  
and

Willie B. Kilgore, Plaintiff,

v.

Roger ADAMS; Evelyn

Bacon, Defendant-Appellant,

Scott County, VA., Amicus Curiae,

and

Susan H. Fitz-Hugh; Katherine Jones  
McClelland; Faye Owens; Charles  
Herman Stallard; Glenda Clark Duncan;

Judy Carroll; Phillip Lee Cheek;

Lee County, Virginia, Defendant.

Doris McCONNELL, Plaintiff-Appellee

and

Willie B. Kilgore, Plaintiff,

v.

Roger ADAMS; Evelyn

Bacon, Defendant-Appellant,

Scott County, VA., Amicus Curiae,

and

Susan H. Fitz-Hugh; Katherine Jones  
McClelland; Faye Owens; Charles Herman  
Stallard; Glenda Clark Duncan; Judy

Carroll; Phillip Lee Cheek; Lee County,  
Virginia; Commonwealth of Virginia, ex  
rel. State Board of Elections, Defendant.

Willie B. KILGORE; Doris

McConnell, Plaintiff-Appellee,

v.

Katherine Jones McCLELLAND;

Faye Owens, Defendant-Appellant,

Scott County, VA., Amicus Curiae,

and

Roger Adams; Evelyn Bacon; Susan H.

Fitz-Hugh; Charles Herman Stallard;

Glenda Clark Duncan; Judy Carroll;

Phillip Lee Cheek; Lee County, Virginia;

Commonwealth of Virginia, ex rel.

State Board of Elections, Defendant.

Katherine Jones McCLELLAND;

Faye Owens, Plaintiff-Appellee,

v.

COMPASS INSURANCE

COMPANY, Defendant-Appellant

and

Republic Insurance Company;

Commonwealth of Virginia, ex rel.

State Board of Elections, Defendant.

Willie B. KILGORE; Doris

McConnell; Patsy Burchett;

Katherine Jones McClelland;

Faye Owens, Plaintiff-Appellee,

v.

COMMONWEALTH OF VIRGINIA,

ex rel. STATE BOARD OF

ELECTIONS, Defendant-Appellant.

Katherine Jones McCLELLAND;

Faye Owens, Plaintiff-Appellant,

v.

REPUBLIC INSURANCE COMPANY;

Compass Insurance Company

Commonwealth of Virginia, State Board

of Elections, Defendant-Appellee.

Doris McCONNELL, Plaintiff-Appellee,

and

Willie B. Kilgore, Plaintiff,

v.

COMPASS INSURANCE COMPANY,  
Party in Interest-Appellant,  
Scott County, VA., Amicus Curiae,  
and

Roger Adams; Evelyn Bacon; Susan H.  
Fitz-Hugh; Katherine Jones McClelland;  
Faye Owens; Charles Herman Stallard;  
Glenda Clark Duncan; Judy Carroll;  
Phillip Lee Cheek; Lee County, Virginia;  
Commonwealth of Virginia, ex rel.  
State Board of Elections, Defendant.  
Willie B. KILGORE, Plaintiff-Appellee,  
and

Doris McConnell, Plaintiff,  
v.

COMPASS INSURANCE COMPANY,  
Party in Interest-Appellant,  
Scott County, VA., Amicus Curiae,  
and

Roger Adams; Evelyn Bacon; Susan H.  
Fitz-Hugh; Katherine Jones McClelland;  
Faye Owens; Charles Herman Stallard;  
Glenda Clark Duncan; Judy Carroll;  
Phillip Lee Cheek; Lee County, Virginia;  
Commonwealth of Virginia, ex rel.  
State Board of Elections, Defendant.  
Willie B. KILGORE; Doris McConnell;  
Patsy Burchett, Plaintiff-Appellant,

v.

Roger ADAMS; Evelyn Bacon; Katherine  
Jones McClelland; Faye Owens; Charles  
Herman Stallard; Phillip Lee Cheek;  
Lee County, Virginia; Commonwealth of  
Virginia, ex rel. State Board of Elections;  
Republic Insurance Company; Compass  
Insurance Company, Defendant-Appellee,  
Scott County, VA., Amicus Curiae,  
and

Susan H. Fitz-Hugh; Glenda Clark  
Duncan; Judy Carroll, Defendant.  
Patsy BURCHETT, Plaintiff-Appellee,  
v.

Phillip Lee CHEEK, Defendant-Appellant,  
and

Susan H. Fitz-Hugh; Lee County,  
Virginia, Defendant (Two Cases).  
Patsy BURCHETT, Plaintiff-Appellee,  
v.

COMPASS INSURANCE COMPANY,  
Party in Interest-Appellant,  
and

Susan H. Fitz-Hugh; Phillip Lee Cheek;  
Lee County, Virginia, Defendant.

Nos. 86-1507, 86-1604 to 86-1611,  
86-1619, 86-1620 and 86-3011.

|  
Argued Feb. 2, 1987.

|  
Decided Oct. 1, 1987.

|  
Rehearing and Rehearing In  
Banc Denied Nov. 19, 1987.

#### Synopsis

Persons who had not been rehired as registrars by electoral boards brought civil rights action against the boards. The United States District Court for the Western District of Virginia, Jackson L. Kiser, J., 637 F.Supp. 1241, 637 F.Supp. 1249 and 637 F.Supp. 1253, entered judgment in favor of plaintiffs, and board members appealed. The Court of Appeals, Butzner, Senior Circuit Judge, held that: (1) failure to rehire registrars because of their political affiliation violated First Amendment; (2) board members were entitled to qualified immunity; and (3) board members were state officers for Eleventh Amendment purposes.

Affirmed in part, reversed in part, and remanded.

West Headnotes (11)

- [1] **Constitutional Law** ⇌ Appointment and hiring; qualifications  
**Constitutional Law** ⇌ Discharge  
 Rules for determining whether consideration of political affiliation in determining to discharge public employee violates First Amendment also apply in determining whether a refusal to rehire someone because of political affiliation violates the First Amendment. U.S.C.A. Const.Amend. 1.  
 4 Cases that cite this headnote
- [2] **Public Employment** ⇌ Political beliefs or affiliation  
 Political party affiliation is not an appropriate requirement for performance of job of registrar or assistant registrar in the state of Virginia.  
 9 Cases that cite this headnote
- [3] **Public Employment** ⇌ Political beliefs or affiliation  
 Party affiliation must be more than a matter of convenience in order for it to be considered in making personnel decision involving public employees; it must be an appropriate requirement for the position.  
 1 Cases that cite this headnote
- [4] **Civil Rights** ⇌ Good faith and reasonableness; knowledge and clarity of law; motive and intent, in general  
 Public officers should not automatically receive qualified immunity simply because there is not a strict factual nexus between their actions and the precedent establishing the right allegedly violated, but public officials are not required to anticipate the extension of legal principles or the clarification of constitutional rights. 42 U.S.C.A. § 1983.  
 6 Cases that cite this headnote

- [5] **Civil Rights** ⇌ Employment practices  
 There was legitimate question at time that members of county electoral board and general registrar refused to rehire registrars because of political affiliation as to whether there existed a "small office" exception to the general prohibition against political affiliation as a consideration for public employment, so that the officials enjoyed qualified immunity in civil rights action brought by persons who were not rehired to the position of registrar because of their political affiliation. 42 U.S.C.A. § 1983.  
 15 Cases that cite this headnote
- [6] **Federal Courts** ⇌ Political Subdivisions  
**Federal Courts** ⇌ Agencies, officers, and public employees  
 Position of registrar and member of electoral board in Virginia are state rather than local offices for Eleventh Amendment purposes. U.S.C.A. Const.Amend. 11; Va.Code 1950, §§ 24.1-19, 24.1-29, 24.1-31, 24.1-43, 24.1-44, 24.1-46.  
 4 Cases that cite this headnote
- [7] **Federal Courts** ⇌ Civil rights and discrimination in general  
 Federal civil rights statute does not abrogate the Eleventh Amendment immunity. 42 U.S.C.A. § 1983; U.S.C.A. Const.Amend. 1.  
 8 Cases that cite this headnote
- [8] **Federal Courts** ⇌ Waiver by State; Consent  
 State may waive its Eleventh Amendment immunity. U.S.C.A. Const.Amend. 11.  
 54 Cases that cite this headnote
- [9] **Federal Courts** ⇌ By constitution or statute  
 General waiver of sovereign immunity by the state of Virginia with respect to actions brought in Virginia courts does not waive the

state's Eleventh Amendment immunity. U.S.C.A. Const.Amend. 11; Va.Code 1950, § 8.01-192.

23 Cases that cite this headnote

- [10] **Federal Courts** ☞ By constitution or statute  
Statutes governing Virginia's insurance plan do not waive the state's Eleventh Amendment immunity. U.S.C.A. Const.Amend. 11; Va.Code 1950, §§ 2.1-526.8, subd. E, 2.1-526.11.

13 Cases that cite this headnote

- [11] **Insurance** ☞ Insured's liability for damages  
Where state officials had been found entitled to qualified immunity in their individual capacities and where Eleventh Amendment precluded judgment against some of their official capacities, insurer was not liable for judgment entered in favor of former employees under policy obligating it to pay amounts which the state officials became obligated to pay under federal civil rights statute. 42 U.S.C.A. § 1983.

18 Cases that cite this headnote

#### Attorneys and Law Firms

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Cynthia D. Kinser (Joseph E. Wolfe, Jerry W. Kilgore, Terry G. Kilgore, Wolfe & Farmer, on brief), for plaintiffs-appellees.

Before RUSSELL and SPROUSE, Circuit Judges, and BUTZNER, Senior Circuit Judge.

#### Opinion

BUTZNER, Senior Circuit Judge:

This consolidated appeal concerns judgments for damages and injunctive relief entered against county electoral board members and a general county registrar. These appellants failed to reappoint two registrars and an assistant registrar, appellees, due to their political affiliations. This appeal also concerns the district court's order that the Commonwealth of Virginia's insurance carrier pay the judgments. We affirm the district court's judgment that the failure to reappoint the appellees violated their constitutional rights and its order requiring the appellants to reappoint the appellees to their respective positions. Because the appellants are not subject to damages in either their individual or official capacities, we reverse the judgments for damages.<sup>1</sup>

#### I

Until April 1, 1983, Willie Kilgore and Doris McConnell served as general registrars for Scott and Lee Counties in Virginia, respectively. Both were Republicans. In the 1982 general elections, Virginia voters replaced the incumbent Republican governor with a Democrat. Because of this change, Va. Code Ann. § 24.1-29 (1985) required a Democratic majority on the three-member electoral board in each city and county. The terms of the Democratic-controlled boards commenced on March 1, 1983.

When the terms of Kilgore and McConnell expired on March 31, 1983, their respective electoral boards did not reappoint them as general registrars. Instead, the Scott County board appointed Glenda Duncan, and the Lee County board appointed Phillip Cheek. Both were Democrats. Kilgore and McConnell then filed suit under 42 U.S.C. § 1983 against the Democratic members of their respective electoral boards, alleging that they were not reappointed solely because they were Republicans. They sought reappointment and damages against the board members in both their individual and official capacities. Their claims were severed and tried to different juries, which returned verdicts against the board members in excess of \$75,000 in each case. The district court sustained the verdicts and ordered the board members to reinstate Kilgore and McConnell. Finding that the board members were state employees, the district court ordered the state's insurance carrier to pay the judgments.

Patsy Burchett served as assistant general registrar to Doris McConnell in Lee County prior to April 1, 1983. When Cheek became general registrar in March 1983, he declined to reappoint Burchett as his assistant. Burchett filed a § 1983 action against Cheek, alleging that she was not reappointed solely because she was a Republican. She sought reappointment and damages against Cheek in both his individual and official capacities. The jury returned a verdict in favor of Burchett and awarded \*1323 her \$40,000 in damages. The district court sustained the verdict and ordered reinstatement of Burchett. Finding that Cheek was a state employee, the district court ordered the state's insurance carrier to pay the judgment.<sup>2</sup>

## II

In *Elrod v. Burns*, 427 U.S. 347, 96 S.Ct. 2673, 49 L.Ed.2d 547 (1976), the Supreme Court forbade the discharge or threatened discharge of a "nonpolicymaking, nonconfidential government employee" upon the sole ground of the employee's political affiliation. In *Branti v. Finkel*, 445 U.S. 507, 518, 100 S.Ct. 1287, 1295, 63 L.Ed.2d 574 (1980), the Court refined the standard applicable to politically motivated discharges:

It is equally clear that party affiliation is not necessarily relevant to every policymaking or confidential position.... In sum, the ultimate inquiry is not whether the label "policymaker" or "confidential" fits a particular position; rather, the question is whether the hiring authority can demonstrate that party affiliation is an appropriate requirement for the effective performance of the public office involved.

*Branti* establishes that a public official may not be discharged solely for reasons of patronage unless the employer can demonstrate that party affiliation is necessary for effective job performance.

The verdicts finding that the registrars were not rehired for reasons of patronage are amply supported by the record. Nevertheless, the appellants contend that *Branti* does not protect a public employee who is not reappointed at the expiration of an employment term.<sup>3</sup> They note that no decision in this circuit has applied *Branti* to a failure to rehire. The appellants alternatively contend that the Virginia statutory scheme governing election officials provides a justification for their actions that satisfies the *Branti* standard.

We thus face two questions: first, does the *Branti* prohibition on patronage dismissals govern a failure to reappoint? And second, if so, have the appellants demonstrated sufficient justification for their decisions not to reappoint the registrars?

[1] We rely on the language of *Branti* and the weight of post-*Branti* authority in deciding that *Branti* indeed governs patronage refusals to rehire as well as patronage discharges. Certainly, the appellees had no contractual right or contractually-based expectation of reemployment. It does not follow, however, that the refusal to reemploy them did not violate their constitutional rights. The Supreme Court has consistently recognized that "even though a person has no 'right' to a valuable governmental benefit ... [government] may not deny a benefit to a person on a basis that infringes his constitutionally protected interests." *Perry v. Sindermann*, 408 U.S. 593, 597, 92 S.Ct. 2694, 2697, 33 L.Ed.2d 570 (1972). *Perry* reaffirmed prior Supreme Court decisions holding that nonrenewal of a nontenured public school teacher's contract cannot be based on the teacher's exercise of first amendment rights. 408 U.S. at 596-98, 92 S.Ct. at 2697-98. See, e.g., *Keyishian v. Board of Regents*, 385 U.S. 589, 87 S.Ct. 675, 17 L.Ed.2d 629 (1967); *Shelton v. Tucker*, 364 U.S. 479, 81 S.Ct. 247, 5 L.Ed.2d 231 (1960).

*Branti* cited *Perry*, *Keyishian*, and *Shelton* in delineating its standard for politically motivated discharges. \*1324 *Branti*, 445 U.S. at 514-16, 100 S.Ct. at 1292-93. *Branti* also strongly suggests in a footnote that one cannot draw any constitutional line between a failure to reappoint and a discharge. The employer in *Branti* urged the Court to treat the case as a failure to reappoint case rather than a dismissal, arguing that the employees' terms automatically expired along with the employing official's term and that the employees had no reasonable expectation of reemployment by an opposition party. The Court rejected this distinction, noting that "it is clear that the lack of a reasonable expectation of continued employment is not sufficient to justify a dismissal based solely on an employee's private political beliefs." 445 U.S. at 512 n. 6, 100 S.Ct. at 1291 n. 6.

Courts have treated failure to rehire as the equivalent of dismissal in applying *Branti* to patronage employment practices. See, e.g., *Cheveras Pacheco v. Rivera Gonzalez*, 809 F.2d 125, 127-28 (1st Cir.1987); *Furlong v. Gudknecht*, 808 F.2d 233, 237-38 (3d Cir.1986); *McBee v. Jim Hogg County*, 730 F.2d 1009, 1015 (5th Cir.1984); *Cox v. Thompson*, 635 F.Supp. 594, 597-98 (S.D.Ill.1986); *Whited v. Fields*, 581 F.Supp. 1444, 1457 (W.D.Va.1984); *Soileau*



*v. Zerangue*, 553 F.Supp. 845, 848 (W.D.La.1982); *Visser v. Magnarelli*, 530 F.Supp. 1165, 1168 (N.D.N.Y. 1982); *Brady v. Paterson*, 515 F.Supp. 695, 698–99 (N.D.N.Y. 1981). We too conclude that there is no constitutional difference between a patronage refusal to rehire and a patronage dismissal. The district court correctly applied *Branti* to the appellants' refusal to rehire the appellees.

Nevertheless, a court must sustain a patronage refusal to rehire when the employer “can demonstrate that party affiliation is an appropriate requirement for the effective performance of the public office involved.” *Branti*, 445 U.S. at 518, 100 S.Ct. at 1295. The appellants emphasize that the Virginia General Assembly created a statutory scheme requiring political patronage in the composition of electoral boards, which in turn fosters patronage in the appointment of registrars. The appellants argue that the General Assembly has thus determined that political party affiliation is an appropriate requirement for the effective job performance of a registrar or assistant registrar.

[2] [3] Although the Virginia statutes require certain political party affiliation for members of electoral boards, the statutes do not require that registrars be members of the majority political party. Furthermore, when asked whether political party affiliation would either enhance or detract from a registrar's job performance, the Secretary of the State Board of Elections answered in the negative. The Secretary also testified that she had no idea of the party affiliation of most of the registrars. The district court correctly found that party affiliation is unnecessary to perform a registrar's ministerial duties effectively. While the Virginia statutory scheme may facilitate political patronage in the appointment of registrars, this alone does not satisfy the *Branti* standard. Party affiliation must be more than a matter of convenience; it must be an appropriate requirement for the position. Because the appellants have not demonstrated any such requirement, we affirm the judgment of the district court that the failure to rehire the appellees violated their first and fourteenth amendment rights.

### III

[4] The Supreme Court held in *Harlow v. Fitzgerald*, 457 U.S. 800, 818, 102 S.Ct. 2727, 2738, 73 L.Ed.2d 396 (1982), that public officials who violate the constitutional rights of others enjoy qualified immunity from liability

for damages when their conduct satisfies the standard of “objective reasonableness”:

[G]overnment officials performing discretionary functions generally are shielded from liability for civil damages insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known.

... [T]he judge appropriately may determine, not only the currently applicable law, but whether that law was clearly established at the time an action occurred. \*1325 If the law at that time was not clearly established, an official could not reasonably be expected to anticipate subsequent legal developments, nor could he fairly be said to “know” that the law forbade conduct not previously identified as unlawful.

Clearly *Harlow* and its progeny do not require public officials to anticipate the extension of legal principles or the clarification of constitutional rights. *Mitchell v. Forsyth*, 472 U.S. 511, 534–35, 105 S.Ct. 2806, 2820, 86 L.Ed.2d 411 (1985). Equally clearly, however, public officers should not automatically receive qualified immunity simply because there is not a strict factual nexus between their actions and the precedent establishing the right allegedly violated. 472 U.S. at 535 n. 12, 105 S.Ct. at 2820 n. 12. Public officials must consider the possible relevance of legal principles established in analogous factual contexts. However, in cases where there is a legitimate question whether those principles extend to the particular case before the court or whether the particular case might constitute an exception to those principles, the court should sustain a qualified immunity defense.

In rejecting the appellants' qualified immunity defense, the district court held that the appellees' constitutional rights “were clearly established and had been for several years.” *Kilgore*, 637 F.Supp. at 1247. Certainly a reasonable public official should have known that *Branti* established a rule protecting public employees from discharge solely for patronage reasons unless party affiliation is a relevant job requirement. The question we must resolve is whether the appellants' actions came under any arguable or established exception to *Branti*.

The appellants contend that an open question existed whether their actions fell within an exception to *Branti* based on the “small office” concerns noted as *dictum* in *Ramey v. Harber*, 589 F.2d 753, 756–57 (4th Cir.1978):

[W]e take notice of the intimate relationship that undoubtedly exists between the sheriff and his deputies in a small county like Lee County, Virginia. The efficient operation of the sheriff's office in Lee County requires a high degree of mutual cooperation, confidence and support. None of these elements is likely to be present where the parties are bitter political antagonists. By contrast, the relationship between the sheriff and his deputies in the large Cook County, Illinois office [the office involved in *Elrod*] is likely to be far more impersonal.... While [the deputies'] lack of party support could create some antipathy between them and the newly elected Democratic sheriff of Cook County, the existence of such antagonism is far from inevitable.

*Ramey* noted that these factual distinctions between large and small office situations "raise[d] a question as to the applicability of *Elrod*." 589 F.2d at 757. Concurring, Judge Hall emphasized that the small size of the office was one of the factors that made *Elrod* inapplicable. 589 F.2d at 761.

[5] The acts of the appellants occurred during 1983. Roughly contemporaneous with these acts, other courts embraced the rationale of the *Ramey* dictum and recognized a small office exception to *Elrod/Branti*. See *McBee v. Jim Hogg County*, 703 F.2d 834, 841-42 (5th Cir.1983); *Horton v. Taylor*, 585 F.Supp. 224, 227-28 (W.D.Ark.1984); *Dove v. Fletcher*, 574 F.Supp. 600, 604-05 (W.D.La.1983). Though the small office exception recognized in these cases has subsequently been called into doubt, and notwithstanding that this circuit never formally adopted such an exception, these cases indicate that there was indeed a legitimate question at the time the appellants acted whether there existed a "small office" exception to *Branti*.<sup>4</sup> A reasonable public official in the appellants' \*1326 position could have concluded that the appellants' acts would not violate the appellees' constitutional rights. Therefore, the appellants are entitled to qualified immunity against damages in their individual capacities.

#### IV

The district court also assessed damages against the appellants in their official capacities. Whether this judgment may be sustained depends on the appellants' status as state or local employees. Virginia and its insurance carrier argue that general registrars and electoral board members are local employees for whose actions the state is not responsible. The

counties and their carriers protest that the appellants are state—not local—employees.

In looking to the applicable Virginia statutes, we find no dispositive statements concerning the status of these officials.<sup>5</sup> Thus, we turn for guidance to Virginia decisional law and the general statutory scheme governing registrars and electoral boards.

No Virginia case has conclusively determined the status of these election officials. Indeed, the cases do not provide any hard and fast rules for determining the status of public employees in general. As the state Attorney General noted in an opinion arising out of these proceedings:

There is no firm rule expressed in the cases by which one may, with confidence, determine in every situation that a particular public officer or employee is a State or local government official, and, in fact, each such determination tends to be controlled by the context in which the question is presented.

1982-83 Report of the Attorney General, at 225. Virginia courts have even held such typically "local" officials as city council members and police to be state rather than local officials, depending on the context in which the issue arises. *Lambert v. Barrett*, 115 Va. 136, 140-43, 78 S.E. 586, 587-88 (1913) (city council member); *Burch v. Hardwicke*, 71 Va. (30 Gratt.) 24, 35-36 (1878) (police chief).

The *Burch* case provides general guidance for distinguishing state and local officers in Virginia. *Burch* addressed the question whether the mayor of Lynchburg could discharge the chief of police who, pursuant to the city charter, was appointed and subject to removal by the police commission. Noting that the mayor had constitutional authority to remove a city official, but not a state official, the court turned its attention to determining the status of the police chief:

Who, then, are the "city officers," in the true and literal sense of the term? It is not easy to define them in all cases; but there are many such provided for in the charter of the city of Lynchburg, and in the charters of other cities. Among these are, perhaps, city engineers and surveyors, officers having superintendence and control of streets, parks, waterworks, gas-works, hospitals, sewers, cemeteries, city inspectors, and no doubt many others well known in large cities. Their duties and functions relate exclusively \*1327 to the local affairs of the city, and the city alone is interested in their conduct and administration.

On the other hand, there are many officers, such as city judge, sergeant, clerk, commonwealth's attorney, treasurer, sheriff, high constable, and the like, some of whom are recognized by the constitution, while others are not. All these are generally mentioned as city officers, and they are even so designated in the constitution; but no one has ever contended that either of them is in any manner subject to the control and removal of the mayor. The reason is, that while they are elected or appointed for the city, and while their jurisdiction is confined to the local limits, their duties and functions, in a measure, concern the whole state. They are state agencies or instrumentalities operating to some extent through the medium of city charters in the preservation of the public peace and good government. However elected or appointed, however paid, they are as much state officers as constables, justices of the peace and commonwealth's attorneys, whose jurisdiction is confined to particular counties.

71 Va. at 33–34. The court held that the chief of police was a state official whom the mayor could not remove. 71 Va. at 35–36, 41. The Virginia court subsequently cited *Burch* in *City of Alexandria v. McClary*, 167 Va. 199, 203, 188 S.E. 158, 160 (1936), in finding that a police officer was a state official. More recently, in *Messina v. Burden*, 228 Va. 301, 321 S.E.2d 657 (1984), the court observed that “[a] state employee has a closer nexus to the sovereign.” 228 Va. at 312, 321 S.E.2d at 663. This sentence neatly summarizes the extended discussion in *Burch* and reflects that when Virginia courts must classify an officer as state or local, they will determine whether the policies, responsibilities, and concerns of the officer bear a closer nexus to the state than to a local governmental entity.

[6] Review of the relevant Virginia statutes discloses that electoral boards and registrars bear a closer nexus with the state than with the localities where they work. Electoral board members are appointed by state judges. The party affiliation of board members depends upon the party affiliation of the governor, not the party in power locally. They must take the oath of office prescribed for officers appointed pursuant to the state constitution. Va.Code Ann. § 24.1–29 (1985). Their compensation is set by the state's general appropriations act, and their salaries and mileage expenses are reimbursed from the state treasury. § 24.1–31. They may be removed in proceedings initiated only by the State Board of Elections, not by local government officials. § 24.1–19. Their work is supervised and coordinated under the statutory authority of the State Board of Elections. The electoral boards do not have free rein in the appointment of general registrars.

State law prescribes the number, terms, and duties of general registrars. §§ 24.1–43; 24.1–44; 24.1–46. Electoral boards must maintain uniform statewide practices and proceedings. § 24.1–19. The State Board of Elections has the power to promulgate regulations establishing and governing the duties of the electoral boards with respect to the state's central registration roster system, and electoral boards are bound by statute to follow such regulations to the exclusion of past practices. § 24.1–27. In short, local governing bodies have no measurable control over the appointment, discharge, compensation, duties, or policies of the electoral boards. These are matters of state concern entrusted to state agencies. Accordingly, we hold that the electoral board members were acting as state employees when they failed to rehire Kilgore and McConnell as general registrars.

Similarly, the position of registrar also bears a closer relationship to the state than to any locality. The duties of the general registrar are established by the General Assembly and set forth at length in Va.Code Ann. § 24.1–46 (1985). These duties are ministerial in nature, and local governing bodies have no authority or discretion to modify them. The qualifications for the registrar are determined by state statute. Like electoral board members, registrars' \*1328 salaries are set by the General Assembly and reimbursed from the state treasury. Registrars must take the oath prescribed for officers appointed pursuant to the state constitution. The state sets their normal days of service. They may be removed only by the State Board of Elections or their electoral board, not by any local governing body or official. §§ 24.1–43, 24.1–19, 24.1–34. The forms, procedures, and policies of the registrars are all determined by the state. We conclude that Cheek was acting as a state officer when he failed to rehire Burchett as assistant registrar.

The traditional principles of employer-employee law discussed by the district judge reinforce our conclusions. At common law, courts determined whether an employer-employee relationship existed by reference to four elements: (1) selection and engagement of the employee, (2) payment of wages, (3) power of dismissal, and (4) the power of control over the employee's actions. *Tidewater Stevedoring Corp. v. McCormick*, 189 Va. 158, 166, 52 S.E.2d 61, 65, (1949). Of these factors, the power of control is most crucial, and it is the potential power of control, not the actual exercise of control, that is relevant. *Virginia Employment Commission v. A.I.M. Corp.*, 225 Va. 338, 347, 302 S.E.2d 534, 539–40 (1983). Here, the state sets and controls the procedure for selecting and hiring electoral board members and registrars.

The state pays their compensation via reimbursement from the state treasury. The power to dismiss and fill vacancies is vested in the state. Finally, and most importantly, the state alone has the power to control the action, duties, and policies of electoral boards and registrars. We agree with the district judge that “the inescapable conclusion is that electoral boards and general registrars are dominated by the state.” *Kilgore*, 637 F.Supp. at 1259. Since the appellants were acting as state employees, we proceed to discuss whether the eleventh amendment permits awards of damages against them in their official capacities.

V

As the Supreme Court noted in *Kentucky v. Graham*, 473 U.S. 159, 165–66, 105 S.Ct. 3099, 3105, 87 L.Ed.2d 114 (1985):

Official-capacity suits ... “generally represent only another way of pleading an action against an entity of which an officer is an agent.” As long as the government entity receives notice and an opportunity to respond, an official-capacity suit is, in all respects other than name, to be treated as a suit against the entity. It is *not* a suit against the official personally, for the real party in interest is the entity. Thus, while an award of damages against an official in his personal capacity can be executed only against the official's personal assets, a plaintiff seeking to recover on a damages judgment in an official-capacity suit must look to the government entity itself. (citations omitted)

*Graham* makes clear that the appellants are not personally obligated to pay any official capacity judgment entered against them. The question arises, therefore, whether these official capacity judgments can be collected from the state which, as *Graham* indicates, is the real party in interest.

[7] [8] There are two methods by which a state's eleventh amendment immunity may be overcome, and neither method is applicable here. First, Congress may explicitly legislate to abrogate this immunity. As the district court correctly noted, § 1983 does not abrogate eleventh amendment immunity. *Quern v. Jordan*, 440 U.S. 332, 341, 99 S.Ct. 1139, 1145, 59 L.Ed.2d 358 (1979).<sup>6</sup> Second, the state may voluntarily waive its eleventh amendment immunity. However, as the Supreme Court noted in \*1329 *Edelman v. Jordan*, 415 U.S. 651, 673, 94 S.Ct. 1347, 1360–61, 39 L.Ed.2d 662 (1974), waiver cannot be easily inferred from state legislative action:

In deciding whether a State has waived its constitutional protection under the Eleventh Amendment, we will find waiver only where stated “by the most express language or by such overwhelming implications from the text as [will] leave no room for any other reasonable construction.”

[9] A review of the pertinent Virginia statutes reveals that the state has not waived its eleventh amendment immunity. Section 8.01–192, which generally governs recovery of claims against the state, waives sovereign immunity in actions brought in Virginia courts. But it does not express the clear legislative intent necessary to constitute a waiver of eleventh amendment immunity. *Croatan Books, Inc. v. Virginia*, 574 F.Supp. 880, 882–83 (E.D.Va.1983); *Jacobs v. College of William & Mary*, 495 F.Supp. 183, 190 (E.D.Va.1980), *aff'd*, 661 F.2d 922 (4th Cir.1981). The Virginia Tort Claims Act, Va.Code Ann. § 8.01–195.1 *et seq.* (1984 & Supp.1987), while generally waiving sovereign immunity for tort claims filed in state courts, does not waive the state's eleventh amendment immunity. *Reynolds v. Sheriff, City of Richmond*, 574 F.Supp. 90, 91 (E.D.Va.1983).

[10] Nor do the statutes governing the state's insurance plan waive the state's eleventh amendment immunity. In 1986, the Virginia General Assembly enacted § 2.1–526.8(E) in order to extend insurance protection to registrars and electoral board members. However, the legislation creating the insurance plan states that “[a]lthough the provisions of this article are subject to those of [the Virginia Tort Claims Act], nothing in this article shall be deemed an additional expressed or implied waiver of the Commonwealth's sovereign immunity.” Va.Code Ann. § 2.1–526.11 (1987).

In short, we find no Virginia statutes which can be construed to express the clear legislative intent necessary to render the state liable in damages in federal court for the acts of these appellants. The district court correctly found that the eleventh amendment barred the collection of these judgments from the state. But it erred in awarding damages against the appellants in their official capacities, because such an award is tantamount to a judgment against the state contrary to the prohibitions of the eleventh amendment. *See Graham*, 473 U.S. at 165–68, 105 S.Ct. at 3105–07.

VI

[11] The district court held that the state's insurance carrier, Compass Insurance Company, was liable for the

judgments entered in favor of the appellees. The policy named as an “insured” any person “duly constituted by or for the Commonwealth of Virginia as a State employee.” It defined “State employee” as “any person acting in an official capacity.” There can be no doubt that the appellants were named insureds under the policy.

In the coverage clause Compass agreed

[t]o pay on behalf of the Insured all sums which the Insured shall become obligated to pay by reason of the Liability imposed upon him by law resulting from any claim made against the Insured arising out of the Insured's activities ... including, but not limited to, sums which the Insured shall become obligated to pay pursuant to 42 U.S.C. 1983 and 1988 and as a consequence of any court order issued thereunder.

The appellants, however, are not obligated to pay any sums. They are entitled to qualified immunity in their individual capacities. *Graham* establishes that they are not personally obligated to pay judgments entered against them in their official capacity. Consequently, the insurance does not afford coverage.

The appellants' actions in failing to rehire the appellees violated the appellees' rights guaranteed by the first and fourteenth amendments. The decision of the district court finding such a violation is accordingly affirmed. Since the state's \*1330 eleventh amendment immunity does not protect it from suits for injunctive relief governing its officials' future conduct, the order of the district court requiring the appellants to rehire the appellees is also affirmed. *Ex parte Young*, 209 U.S. 123, 28 S.Ct. 441, 52 L.Ed. 714 (1908).

Because the appellants are entitled to qualified immunity, and since neither the state nor Compass Insurance Company can properly be held liable in damages for acts of the appellants in their official capacities, the judgment of the district court awarding damages is reversed. We find no cause for reversal in the other assignments of error. Having substantially prevailed, the appellees shall recover their costs.

AFFIRMED IN PART, REVERSED IN PART, AND REMANDED.

#### All Citations

829 F.2d 1319, 2 IER Cases 1164

## VII

### Footnotes

- 1 The district court opinions are reported as *Kilgore v. McClelland*, 637 F.Supp. 1241 (W.D.Va.1985); *Burchett v. Cheek*, 637 F.Supp. 1249 (W.D.Va.1985); *Kilgore v. McClelland*, 637 F.Supp. 1253 (W.D.Va.1986).
- 2 Damages in all cases were based on the aggregate salary of a registrar or assistant over a four-year period. The judgments, however, provided for reduction of the damages by future earnings resulting from reinstatement. McConnell and Burchett resumed their offices in 1986 and Kilgore in 1987.
- 3 The appellants argue that the appellees' terms of employment had ended and that the appellees therefore had a duty to apply for continued employment. The appellants also argue that since Kilgore and McConnell did not formally reapply, their cases should be treated as failure to hire cases rather than failure to rehire cases. We need not, however, address the application of *Branti* to failure to hire cases, since the record indicates that the appellants in both *Kilgore* and *McConnell* had notice of the appellees' intent to continue serving as registrars. The district court properly treated these cases as failure to rehire cases.
- 4 This circuit expressly rejected the notion of any “small office” exception in *Jones v. Dodson*, 727 F.2d 1329, 1338 and n. 14 (4th Cir.1984). *Jones*, however, was not decided until well after the appellants' acts. Likewise, subsequent proceedings in *McBee*, *Horton*, and *Dove* either rejected or cast doubt upon the small office exception. *McBee v. Jim Hogg County*, 730 F.2d 1009 (5th Cir.1984) (en banc); *Horton v. Taylor*, 767 F.2d 471 (8th Cir.1985); *Dove v. Fletcher*, 744 F.2d 92 (5th Cir.1984). Like *Jones*, these cases were not decided until after the appellants' acts.
- 5 The former Va.Code Ann. § 24.1–32 (1985) provided that registrars and electoral board members were local officials for the purposes of the Workers' Compensation Act but did not speak to their status for other purposes. The state argues that this case is governed by the 1986 amendment to § 24.1–32, which reads in pertinent part:

Members of electoral boards, officers of election, general registrars, and assistant registrars shall be deemed, for all purposes, except as otherwise specifically provided by state law and including rules and regulations of the State Board of Elections, to be employees of the respective cities or counties in which they serve.

The state argues that this amendment constitutes a legislative interpretation of the prior statute and that accordingly we must find the appellants to be local employees.

We interpret § 24.1-32 to mean that election officials are local employees unless statutes or administrative regulations determine them to be state employees. That is, of course, the question we must resolve here. Further, we note that the amendment to § 24.1-32 was not effective until July 1, 1986, long after the institution and trial of these actions. See Va.Code Ann. § 1-12(A) (1987).

- 6 Because the appellees' claims are based on § 1983, this case differs from *Fitzpatrick v. Bitzer*, 427 U.S. 445, 96 S.Ct. 2666, 49 L.Ed.2d 614 (1976), which allows back pay awards in actions brought under Title VII of the Civil Rights Act of 1964. *Fitzpatrick* explains that Congress, in passing Title VII for the purpose of enforcing the provisions of the fourteenth amendment, authorized "private suits against States or state officials which are constitutionally impermissible in other contexts." 427 U.S. at 456, 96 S.Ct. at 2671.

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

YOLANDA M. STOKES,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 3:19cv469-HEH
	)	
HOPEWELL ELECTORAL BOARD,	)	
<i>et al.</i> ,	)	
	)	
Defendants.	)	

**MEMORANDUM OPINION**  
**(Granting Defendants' Motions to Dismiss)**

This matter is currently before the Court on three Motions to Dismiss. Yolanda M. Stokes (*pro se* "Plaintiff") filed her Complaint on July 30, 2019 (Compl., ECF No. 5), alleging violations of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* (as amended) ("ADA"), as well as various provisions of the Virginia Code.<sup>1</sup>

Defendants filed their Motions to Dismiss on August 28, 2019 (ECF Nos. 8, 9, 10).<sup>2</sup> The

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<sup>1</sup> Plaintiff filed a Charge of Discrimination (the "Charge") with the United States Equal Employment Opportunity Commission ("EEOC") prior to initiating this lawsuit. (Compl. at 6.) The EEOC issued a Dismissal and Notice of Suit Rights on March 29, 2019, and Plaintiff filed her Application to Proceed *In Forma Pauperis*, including her Proposed Complaint, on June 25, 2019 (ECF Nos. 1, 1-2). Thus, this Court will treat Plaintiff's filings as having been timely filed within ninety (90) days of receipt of the Notice particularly because Defendants have not raised a challenge to the timeliness of Plaintiff's filings. (*Id.* at 7.)

<sup>2</sup> Defendant City of Hopewell filed its Motion to Dismiss for Lack of Jurisdiction (ECF No. 8). Defendant Mayor Jasmine Gore filed her Motion to Dismiss for Failure to State a Claim (ECF No. 9). The remaining Defendants—Secretary William Anderson, Vice-Chairman Sheila Mickelson, Chairman George Uzzle, Sr., and Hopewell Electoral Board—jointly filed their Motion to Dismiss Rule 12(b)(1) and 12(b)(6) (ECF No. 10). Thus, only where appropriate, the six defendants will be collectively referred to as the "Defendants."

parties fully briefed the issues. The Court will dispense with oral argument because the facts and legal contentions are adequately presented in the materials before it, and oral argument would not aid in the decisional process. *See* E.D. Va. Local Civ. R. 7(J). For the reasons that follow, the Court will grant Defendants' Motions to Dismiss.<sup>3</sup>

Beginning in May of 2018, Plaintiff was employed as the General Registrar/Director of Election for the City of Hopewell. (Compl. at 8.) Plaintiff's position is appointed by the Hopewell Electoral Board (the "Board"), and Plaintiff alleges that she "met and exceeded all the expectations" outlined by the then-Chairman, Vice-Chairman, and Secretary of the Board, Patrick Washington, David Silvestro, and Herbert Townes, respectively. (*Id.* at 8–9.) Plaintiff also claims that she had "known physical impairments" but that her employer did not make any attempt to reasonably accommodate her. (*Id.* at 6.)

At some point during Plaintiff's employment, David Silvestro and Herbert Townes were suspended and replaced by George Uzzle, Sr. and Sheila Mickelson. (*Id.* at 10.) On March 6, 2019, following this change of leadership, there was an emergency meeting of the Board, and the Board voted to remove Plaintiff from her position as the General Registrar/Director of Election for the City of Hopewell. (*Id.*) After being terminated,

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<sup>3</sup> In response to Defendants'—City of Hopewell, George Uzzle, Sr., Sheila Mickelson, and William Anderson—Motion, Plaintiff filed her Motion to Strike Defendant's Motion to Dismiss on October 17, 2019 (ECF No. 14). Because the Court will grant Defendants' Motions to Dismiss, the Court will not address the merits of Plaintiff's Motion, and her Motion will be denied as moot.



Plaintiff filed this lawsuit, and Defendants now seek to dismiss her claims.<sup>4</sup>

“Federal courts are courts of limited jurisdiction.” *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 377 (1994). They possess only such power as is authorized by the Constitution or conferred by statute. *Id.* “The requirement that jurisdiction be established as a threshold matter ‘spring[s] from the nature and limits of the judicial power of the United States’ and is ‘inflexible and without exception.’” *Steel Co. v. Citizens for a Better Env’t*, 523 U.S. 83, 94–95 (1998) (quoting *Mansfield, C. & L.M. Ry. Co. v. Swan*, 111 U.S. 379, 382 (1884)). Accordingly, Federal Rule of Civil Procedure 12(b)(1) allows a defendant to move for dismissal of a claim when the court lacks subject matter jurisdiction over the action. Plaintiffs have the burden of proving subject matter jurisdiction. *Piney Run Pres. Ass’n v. Cty. Comm’rs*, 523 F.3d 453, 459 (4th Cir. 2008).

Because it has jurisdictional implications, the Court must initially address Defendants’ challenges to subject matter jurisdiction under Fed. R. Civ. P. 12(b)(1). To the extent Defendants City of Hopewell and Mayor Jasmine Gore argue that Plaintiff’s Complaint lacks any basis for subject matter jurisdiction, this Court disagrees. Plaintiff clearly alleges the ADA as the basis for federal jurisdiction. (Compl. at 4, 5.) Therefore, this Court finds this challenge unavailing.<sup>5</sup>

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<sup>4</sup> Plaintiff also filed suit against Defendants City of Hopewell, George Uzzle, Sr., Sheila Mickelson, William Anderson, and Hopewell Electoral Board in the Circuit Court for the City of Hopewell on March 15, 2019. Plaintiff named the Virginia State Board of Elections as a defendant in her state court lawsuit as well but did not name Mayor Jasmine Gore as a defendant.

<sup>5</sup> The Court notes that whether Plaintiff alleges sufficient facts to support her ADA claim is a separate issue to be addressed under Rule 12(b)(6) and her failure to do so would undermine this Court’s ability to exercise federal subject matter jurisdiction.

Defendants Hopewell Electoral Board, George Uzzle, Sr., Sheila Mickelson, and William Anderson assert Eleventh Amendment immunity for monetary relief sought from them in their official capacities. (Defs.' Mem. Supp. 5–7, ECF No. 11.) A local electoral board and its members are considered state employees for the purposes of the Eleventh Amendment. *McConnell v. Adams*, 829 F.2d 1319, 1326–29 (4th Cir. 1987). Thus, Defendants Hopewell Electoral Board, George Uzzle, Sr., Sheila Mickelson, and William Anderson are entitled to immunity from Plaintiff's claims for monetary relief, and Plaintiff's relief against these Defendants in their official capacities is restricted to “prospective, injunctive relief . . . to prevent ongoing violations of federal law . . . .” *Bland v. Roberts*, 730 F.3d 368, 390 (4th Cir. 2013) (quoting *McBurney v. Cuccinelli*, 616 F.3d 393, 399 (4th Cir. 2010)).

Therefore, to the extent this subject matter jurisdiction challenge pertains to immunity from monetary relief, Defendants'—Hopewell Electoral Board, George Uzzle, Sr., Sheila Mickelson, and William Anderson—Motion will be granted. However, because Plaintiff seeks an offer of re-instatement for alleged violations of the ADA, the Court will consider Plaintiff's claims against these Defendants insofar as she seeks prospective, injunctive relief.<sup>6</sup>

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<sup>6</sup> The Court notes that whether an offer of re-instatement constitutes prospective, injunctive relief appears to be unsettled in the Fourth Circuit. The Fourth Circuit has, however, recognized that “the request for prospective reinstatement of benefits is precisely the type of relief . . . that plaintiffs may seek consistent with the Eleventh Amendment . . . .” *D.T.M. ex rel. McCartney v. Cansler*, 382 F. App'x 334, 337 (4th Cir. 2010). The Court finds the request for an offer of re-instatement in this case to be sufficiently analogous to continue its analysis; however, it makes no finding as to whether an offer of re-instatement, generally, constitutes prospective, injunctive relief for the purposes of the Eleventh Amendment.

Before pursuing a lawsuit in federal court, an ADA plaintiff must exhaust her administrative remedies by filing a charge with the EEOC. § 12117(a). The contents of the EEOC charge then govern the scope of the plaintiff's right to file a federal lawsuit. *Sydnor v. Fairfax Cty.*, 681 F.3d 591, 593 (4th Cir. 2012) (citing *Jones v. Calvert Grp., Ltd.*, 551 F.3d 297, 300 (4th Cir. 2009)). However, "so long as 'a plaintiff's claims in her judicial complaint are reasonably related to her EEOC charge and can be expected to follow from a reasonable administrative investigation,' she 'may advance such claims in her subsequent civil suit.'" *Id.* at 594 (quoting *Smith v. First Union Nat'l Bank*, 202 F.3d 234, 247 (4th Cir. 2000)); *see also id.* at 593–94 (indicating that, because the ADA incorporates Title VII's enforcement procedures, the standards governing Title VII also apply to the ADA when determining whether a plaintiff has exhausted her administrative remedies and put the defendant(s) on notice of her claims). Furthermore, in determining the scope of a plaintiff's judicial complaint, a court may construe the claims detailed in an EEOC charge liberally. *Alvarado v. Bd. of Trs.*, 848 F.2d 457, 460 (4th Cir. 1988).

Defendants each contend that Plaintiff failed to exhaust her administrative remedies under the ADA. Plaintiff's Charge alleges race and disability discrimination, failure to accommodate, and retaliation by Plaintiff's employer. (Compl. Ex. 1, at 2, ECF No. 5-1.) In addition to explaining that her employer was a participant in this alleged misconduct, Plaintiff specifically names Defendants City of Hopewell and Sheila Mickelson in her Charge. (*Id.*) Construing Plaintiff's Charge liberally, the Court finds that the factual allegations in Plaintiff's Charge sufficiently "describe the same conduct

and implicate the same individuals” that Plaintiff details in her Complaint. *Chacko v. Patuxent Inst.*, 429 F.3d 505, 510 (4th Cir. 2005) (quoting *Kersting v. Wal-Mart Stores, Inc.*, 250 F.3d 1109, 1118 (7th Cir. 2001)). Therefore, insofar as Defendants’ subject matter jurisdiction challenges pertain to the ADA’s exhaustion requirements, Defendants’ Motions will be denied.

“A motion to dismiss under Rule 12(b)(6) tests the sufficiency of a complaint; importantly, it does not resolve contests surrounding the facts, the merits of a claim, or the applicability of defenses.” *Republican Party of N.C. v. Martin*, 980 F.2d 943, 952 (4th Cir. 1992) (citation omitted). The Federal Rules of Civil Procedure “require[] only ‘a short and plain statement of the claim showing that the pleader is entitled to relief,’ in order to ‘give the defendant fair notice of what the . . . claim is and the grounds upon which it rests.’” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007) (quoting *Conley v. Gibson*, 355 U.S. 41, 47 (1957)). A complaint need not assert “detailed factual allegations” but must contain “more than labels and conclusions” or a “formulaic recitation of the elements of a cause of action.” *Id.* (citations omitted). Thus, the “[f]actual allegations must be enough to raise a right to relief above the speculative level,” to one that is “plausible on its face,” rather than merely “conceivable.” *Id.* (citations omitted). In considering such a motion, a plaintiff’s well-pleaded allegations are taken as true, and the complaint is viewed in the light most favorable to the plaintiff. *T.G. Slater & Son v. Donald P. & Patricia A. Brennan LLC*, 385 F.3d 836, 841 (4th Cir. 2004) (citation omitted). Legal conclusions enjoy no such deference. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009).

The Court also acknowledges that *pro se* complaints are afforded a liberal construction. *Laber v. Harvey*, 438 F.3d 404, 413 n.3 (4th Cir. 2006). The Court, however, need not attempt “to discern the unexpressed intent of the plaintiff.” *Id.* Nor does the requirement of liberal construction excuse a clear failure in the pleading to allege a federally cognizable claim. *See Weller v. Dep’t of Soc. Servs.*, 901 F.2d 387, 390–91 (4th Cir. 1990). As the Fourth Circuit articulated in *Beaudett v. City of Hampton*, “[p]rinciples requiring generous construction of *pro se* complaints are not . . . without limits.” 775 F.2d 1274, 1278 (4th Cir. 1985). “Though [*pro se*] litigants cannot, of course, be expected to frame legal issues with the clarity and precision ideally evident in the work of those trained in law, neither can district courts be required to conjure up and decide issues never fairly presented to them.” *Id.* at 1276.

The ADA prohibits employment discrimination “against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.” § 12112(a); *see Summers v. Altarum Inst., Corp.*, 740 F.3d 325, 328 (4th Cir. 2014) (“The ADA makes it unlawful for covered employers to ‘discriminate against a qualified individual on the basis of disability.’” (quoting § 12112(a))). A “qualified individual” is a person who, “with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.” § 12111(8). “Disability” is defined as “a physical or mental impairment that substantially limits one or more major life activities.” § 12102(1)(A).

To establish a *prima facie* case of disability discrimination, the plaintiff must prove: (1) that she has a disability; (2) that she is otherwise qualified for the employment or benefit in question; and (3) that she was excluded from the employment or benefit due to discrimination solely on the basis of the disability. *Doe v. Univ. of Md. Med. Sys. Corp.*, 50 F.3d 1261, 1264–65 (4th Cir. 1995). Whereas, in a failure to accommodate case, the plaintiff establishes a *prima facie* case by showing that: (1) she has a disability within the meaning of the statute; (2) the employer had notice of her disability; (3) with reasonable accommodation, she could have performed the essential functions of the position; and (4) the employer refused to make such accommodations. *Crabill v. Charlotte Mecklenburg Bd. of Educ.*, 423 F. App'x 314, 322 (4th Cir. 2011) (unpublished) (citing *Rhoads v. Fed. Deposit Ins.*, 257 F.3d 373, 387 n.11 (4th Cir. 2001)).

The ADA also prohibits retaliation against any individual because such individual has opposed any act or practice made unlawful by the ADA or because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the ADA. § 12203(a). To establish a *prima facie* case for retaliation, a plaintiff must prove 1) she engaged in protected conduct, 2) she suffered an adverse action, and 3) a causal link exists between the protected conduct and the adverse action. *Reynolds v. American Nat'l Red Cross*, 701 F.3d 143, 154 (4th Cir. 2012).

As best as can be discerned from Plaintiff's Complaint, she alleges claims under the ADA for disability discrimination, failure to accommodate, and retaliation.

(Compl. at 4–6.) Plaintiff asserts that she has “chronic pain; prosthetic hip; and

fibromyositis.”<sup>7</sup> (*Id.* at 5.) Plaintiff also argues that her termination “constitutes discrimination in employment” and that “Defendants’ failure to make any attempt to reasonably accommodate the known physical impairments from which [Plaintiff] was suffering from at the time of her termination” violates the ADA. (*Id.* at 6.) She further claims she “met and exceeds all [] expectations.” (*Id.* at 9.) Yet, Plaintiff fails to establish a *prima facie* case of any of her claims.

When liberally construing the Complaint as this Court must, Plaintiff’s Complaint contains no more than “labels and conclusions.” *Twombly*, 550 U.S. at 555; Compl. ¶ 4–6. Conspicuously absent is any factual basis to support such claims as Plaintiff does not put forth any evidence showing that she was qualified for her employment, informed her employer of her disability, engaged in any protected conduct under the ADA, or that she was removed because she engaged in such protected conduct. *See Rhoads*, 257 F.3d at 387 n.11 (citing *Mitchell v. Washingtonville Cent. Sch. Dist.*, 190 F.3d 1, 6 (2d Cir. 1999); *Reynolds*, 701 F.3d at 154 (“[T]he employer must have taken the adverse employment action because the plaintiff engaged in a protected activity.”). Therefore, viewed in the light most favorable to Plaintiff, her claims of disability discrimination, failure to accommodate, and retaliation are not adequate to survive Rule 12(b)(6) scrutiny. Accordingly, Plaintiff fails to state a claim under the ADA for any relief against

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<sup>7</sup> Defendants Hopewell Electoral Board, George Uzzle, Sr., Sheila Mickelson, and William Anderson dispute that Plaintiff satisfies the ADA definitions for “qualified individual” and “disability,” and Plaintiff offers no further explanation of her conditions nor does she provide any argument on these points. Because Plaintiff is *pro se* and the Court must construe her Complaint liberally, this Court will assume, without deciding, that Plaintiff’s allegations are sufficient to satisfy these definitions.

Defendants City of Hopewell and Gore, and also fails to state a claim under the ADA for prospective, injunctive relief against Defendants Hopewell Electoral Board, George Uzzle, Sr., Sheila Mickelson, and William Anderson. Thus, given the absence of any plausible ADA claims, Plaintiff's Complaint fails to state any claims arising under federal law.

This Court declines to exercise supplemental jurisdiction over Plaintiffs' remaining state law claims. *See* 28 U.S.C. § 1367(c)(3) ("The district courts may decline to exercise supplemental jurisdiction over a claim . . . [where] the district court has dismissed all claims over which it has original jurisdiction . . ."). Because this Court has dismissed all of Plaintiffs' claims over which it has original jurisdiction, for the reasons discussed *supra*, the Court need not resolve Plaintiffs' remaining state law claims, which arise under the laws and constitution of the Commonwealth of Virginia.

Accordingly, Defendants' Motions to Dismiss will therefore be granted, and Plaintiff's Complaint will be dismissed.

An appropriate Order will accompany this Memorandum Opinion.

  
\_\_\_\_\_/s/  
Henry E. Hudson  
Senior United States District Judge

Date: February 6, 2020  
Richmond, Virginia