

Remarks from January 10, 2008 General Meeting regarding the WK Sign Project.

How we got here

As we know, the Fairfax County Park Authority owns the land upon which the former sign stood and this sign is under construction. I have with me a few copies of the December 5 Park Authority board item which details the interactions that the park authority had with our association from February 2007 through to the PA committee meeting on December 5. You can refer to that if you'd like to know more of the background. There has been considerable concern about the manner in which this project was undertaken, the lack of advance or adequate notice to the community about the true costs, that the project was not budgeted for in 2007, and members were not given a chance to discuss it and vote on it before money was being collected and contracts signed. I have concerns about that as well, but it seems clear that there is substantial community support for this project, we are where we are right now, and we are now doing what we can to put that controversy behind us and move forward to get the sign completed --- and ensure that going forward that the community is fully informed and full involved. That is our goal tonight.

Suffice it to say that when construction started on October 22, permission had not been granted for the placement of a sign like this on that property – the Park Authority (PA) had not been provided the drawings for this sign to approve. Once construction was halted, steps were taken to give them the drawings, from which they were able to do their due diligence to bring this forward to the PA board for consideration. In that investigation it was determined that both zoning and building permits would be needed, that VDOT might need to weigh in on sight lines, and that the area was now part of a Resource Protection Area because of the proximity to the stream valley. In fact, the Park Authority put their own agency in jeopardy of being cited in violation of the Chesapeake Bay Ordinance because they had unwittingly permitted a disruption – the construction of this wall - in the RPA, without Department of Public Works permission.

As a point of information, the former sign, being two-legged, was not an RPA violation since the ordinance permits fences, which they would liken that sign to. But a monument style sign – meaning not on legs, but a sign with a structural base - is a different matter entirely, since permitted construction in the RPA is extremely limited.

In early December the Fairfax County Code Enforcement office gave the PA and us 30 days to come forth with a plan for addressing this violation. Shortly thereafter the PA agreed to support our sign in concept, allowing us to move forward in seeking the necessary permits and permissions, but also set a 30 day window to let them know if we would remove the construction or seek permission to build in the RPA. The supervisor's office staff, particularly Peyton Onks, was instrumental in providing guidance to Bonnie Olsen and the sign committee on going through the process. But the most valuable task Peyton performed was to get the right parties together in various county offices, which resulted in us receiving an *exemption*, or a waiver, for the construction of the sign in the RPA. This was achieved by altering the drawing to show the sign as a bench, which is an allowed passive recreation use under the Chesapeake Bay Ordinance. I cannot overstate how critical this was to getting us here today...the cost of going through the *exception* process was prohibitively expensive with no guarantee of being successful in the end. If we had been required to go that route it was highly likely that we would have had to decline to pursue it, and then remove the current construction.

Where we are

So, as it stands right now, we have our zoning permit, our building permit, the exemption covering the RPA and a letter from VDOT stating there is no issue related to sight lines with sign construction at that intersection. I can also add that I spoke to the park authority staff this week and prevailed upon them to waive the charges for the installation of the lovely black tarp silt fence that went up just before Christmas. That was going to be \$450. So, that paperwork was delivered to the Park Authority this week, and so the final step is the *county* process is approval of the Sign Maintenance Agreement.

The Sign Maintenance Agreement has been reviewed by Beth's husband, Dan Murray, who is an attorney with the Army Corps of Engineers, and has been endorsed by the board after their review of the document, the comments provided by Dan, discussion at the meeting, and my report of insurance options to cover our investment and our potential liability in taking on this responsibility. Obviously, this Agreement is all new to you all and, of course, last year's board didn't have it to consider during the deliberations regarding the sign, nor as part of the budget development. This agreement requires us to maintain the sign and the property surrounding the sign to the standards set by the Park Authority. It is my opinion that we have exceeded those requirements for about 30 years. We may not illuminate the sign, and should we ever decide to remove the sign, we would be responsible for the costs of removal and restoration of the land to its natural state. I would add here that any additional construction, whether to build up or take down, would require approval through the Department of Public Works as well, since this will likely always be in the RPA and have strict requirements on construction.

Back to the sign agreement --- Paragraph 4 requires that we indemnify the County and the Park Authority against any claims, loss, cost, damage, and liability of any kind resulting from the sign or in that area. This means that if someone were to hurt themselves on our sign, even though the Park Authority is the landowner, they would require **us** to pay their court costs in defending a suit. With this in mind, we investigated the purchase of general liability insurance to cover both the value of the sign's replacement cost, as well as to cover any medical costs for injuries that might occur on or around it, and to defend against any potential suits that could name the association or the Park Authority. Even a frivolous suit must be defended. In investigating insurance, we found that the policy would also cover our events, should anyone be injured. Given that we sponsor things like moon bounces at the Halloween party and a dumpster, where anything could fall off the side, this seems like a prudent move on all fronts. The annual cost is \$311. The liability issue seems to be the main concern related to the sign and it will be covered by this policy.

Another piece of paperwork in this final step is a park Authority construction permit, which I have distributed in draft form. It basically repeats some of the terms of this agreement and sets a window for, and standards for, construction on park authority land. That form will be executed coincident with the sign agreement. I would like to seek a vote on approving the entering into this agreement with the PA as well, since it does require that we pay any fines that might be incurred during construction in the RPA. It establishes a large window for construction – 180 days – well beyond what we need. And you can see that they have waived all fees associated with the construction. I will tell you that, ordinarily, fees for construction on Park Authority property, start at \$2000, but they have been waived in lieu of ongoing maintenance of the area.

Whew! As you can tell, there are many, many costs related to construction of this type on property that is not your own, and they had not been fully investigated or pursued when construction was undertaken on this sign. There was, in fact, quite a significant county review process that needed to occur for a project of this type.

Now, as far as we've come, there are some outstanding issues related to this project. First, the contractor was just recently provided the updated drawings for the revised "bench" and has not yet been able to visit the site since the revised drawings were prepared, to determine whether the footings, as currently configured, will support the change of the plans from a ledge to a bench. He plans to visit the site on Saturday (Jan 12) to assess the situation and will contact me afterwards regarding any needed amendments to the contract. It is unknown right now whether there may be any additional costs related to this change. Obviously, if there are substantive changes that cannot be absorbed within the original contract cost, that would require another general meeting to amend the budget further.

Second, as of today, I have not received the full association file on this project from the former president. I have, from the sign committee, the originals of the permits and, via email from Peyton, the VDOT letter. However, I have not received any records beyond that --- to include, at a minimum, the email record and all official correspondence with the various county agencies, an executed copy of the contract with the builder, and all original plans and drawings. I must receive that folder of information so this board can be sure, before signing the agreement with the Park Authority and moving ahead with construction, that all that has been represented to me in word or in emails, is, in fact, supported by documentation.

Finally, you should be aware that the treasurer is not in possession of any records of sign donations nor has she received any of the original deposit slips for the donation deposits -- all made by the former President, Bonnie Olsen. This is part of the Audit Committee report and they note that it is a violation of both our bylaws and of good accounting practice for anyone other than the treasurer to collect money and make deposits for this, or any other like organization. The treasurer has made repeated requests for this information since October and it has not been conferred to her, and so was not part of the audit. Obviously, all of this is deeply troubling to everyone on this board and although it does not necessarily have an impact on our ability to pay for the construction, we certainly have not been able to verify that the donation records reconcile with what was deposited.

But our prospects do look good for completing this project very soon. As far as the ongoing maintenance of the sign and sign area, I would like to propose the creation of a committee to plan and manage that effort. It is my hope that some of the members of the WK Home and Garden Club who know that area so well will get involved in that effort, as well as members of the sign committee, who have worked very hard to bring this project to fruition. And anyone else who has an interest or just is willing to dig where someone tells them to plant. We don't have much in the way of money for landscaping, but perhaps part of the job will be to seek donations of appropriate native plants. So, without objection, we will include on our membership drive form, a spot for people to check off their interest in helping on that committee and we'll plan a springtime kickoff.

I would now entertain a motion to approve the Sign Maintenance Agreement with the Park Authority, authorizing the president to enter into the agreement on behalf of the association, contingent first upon satisfactory review of all sign project documents by the board officers and upon confirmation that there will be no additional building costs that would necessitate another membership vote first.

Budget amendment

Thank you for approving the agreement. In order to carry this out, we do need to ensure that we are protecting the value of the sign, which is \$7600 for construction and an additional \$600 for the sign letters -- over \$8200 in hard costs (plus permitting fees, letter installation cost). As you may recall, the flyer that solicited donations stated that the sign cost would be covered by donations of \$5500. Well, our donations

were well less than that, but the true cost was much higher. This sign has depleted our reserves and we start the year with less than \$1500 uncommitted funds, and will end the year, assuming a membership of 65%, with less than \$200. Needless to say, we are hoping for a terrific membership drive, and will still accept donations to the sign fund! But our purpose here tonight is to, first, amend the budget to add in the cost of general liability insurance. I received 4 quotes, including one from the HOA's insurance company, but the quote from State Farm for a \$1million general liability policy with a \$500 per incident deductible came in at \$311/year, well less than the others which started at \$900 and went up from there. This particular State Farm office has written policies for more than 300 HOA's, but we are their first civic association. The second budget adjustment is to remove \$607 from the 08 budget line item under the sign project. This is because the sign committee purchased the sign letters last month, though the letters were an 08 budget item; so it was actually an expense in the 07 budget year. That leaves \$193 for sign area landscaping in the 08 budget. As well, we are adding \$239.15 under the sign project line item to address the costs of building and zoning permits.

I would entertain a motion to approve the amended budget as presented.

Into the future

Thank you for your approval of these budget changes. We will have a lean year ahead, but we will live within our means, work hard for a strong membership drive to build up some additional reserves, and tighten our belts. I will tell you that the board is committed to bringing this neighborhood together and ensuring a fully transparent process in all we do. Before we act, we will inform the community, seek input, and then act. We are also going to be considering, at the February board meeting, the adoption of standing rules to guide our activities, to ensure that some of the problems encountered last year will not be repeated, and I will share those with the membership. I think that will ensure the kind of transparency in our operations that we want to provide, and our members deserve.

One of the ways we hope to build our membership is by reinstating the use of block captains to help with the membership drive. We will use our block captains on the "second wave" of membership recruitment, going to their neighbors who don't respond to the first pass, with membership forms and seeking their payment of dues. We will also ask block captains to inform our welcome wagon of new residents and distribute our 2008-09 directories come spring. I hope you will consider serving as a block captain!

We are holding the board meetings, to the extent we can find space, at public locations to encourage the participation of all residents. Our meetings will be the 2nd Wed night of the month at 7pm. The next meeting will be February 13 at the WS Government Center community room. Please join us!

Final announcement

The WSHS PTSA is organizing a letter writing campaign to encourage the school board to put WSHS on the Capital Improvement Program for renovation. Currently, it is not scheduled for renovation within the 10 year planning time frame of the CIP. Send a letter to the school board members before January 24 to support the addition of WSHS to the CIP!