#### **AGENDA**

# LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, APRIL 5, 2023 at 1:00 PM WILLOW HALL

Board Meetings are an important part of running an HOA, so keeping them as efficient and productive as possible is key.

Rules of Public Comment and Participation in the open portion of the Board meeting are as follows; residents will be allowed a three-minute comment or question related to the topic on the agenda at the time it is being discussed or presented by the Board of Trustees. Maximum two times at podium.

- PLEDGE OF ALLEGIANCE
- CALL TO ORDER
- ROLL CALL

APPEARANCES: Daniel Keane and Ashley Janson from Allied Universal

#### ITEMS TO BE VOTED ON:

- 1. Motion to waive the reading of the minutes.
- 2. Motion to approve the March 1, 2023 minutes.
- 3. Motion to approve the purchase of eight (8) folding banquet tables for use in Willow Hall from Webstraurant at a cost of \$1,495.76. The funds to meet this expense will be provided by account #3150 Property Fund. The unaudited balance for this account as of 2/28/23 is \$1,087,035.17.
- 4. Motion to approve the replacement of 75 electrical panels at a cost not to exceed \$75,000.00. The funds to meet this expense will be provided by account #3295 Capital Replacement/Unit Infrastructure. The unaudited balance for this account as of 2/28/23 is \$204,412.29.
- 5. Motion to approve the purchase of three (3) pumps and motors from WB Well Drilling for a cost of \$9,135.83. The funds to meet this expense will be provided by account #3260 Capital Replacement/Well Motors. The unaudited balance for this account as of 2/28/23 is \$182,510.62.
- Motion to contract with Millennial Pool Management for the 2023 pool maintenance and management contract for a cost of \$85,000.00. The funds to meet this expense will be provided by account #8570 -Swimming Pool /R&M.
- 7. Motion to approve revisions to the Policy Resolution Unit Owner and Renter's Insurance.

#### **PRESENTATION OF REPORTS:**

I. COMMITTEE REPORTS

Architectural Committee (Barbara Owens)
 Community Services Committee (Janice Saylor)
 Finance Committee (Charles Corvo)
 Administration Committee (Mary Rose McCarthy)

II. RECREATION REPORT (Mary Lighthipe)

III. COMMUNITY MANAGER'S REPORT (Jim Snyder)

POSTED: March 29, 2023

#### **AGENDA**

# LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, APRIL 5, 2023 at 1:00 PM WILLOW HALL

#### **UNFINISHED BUSINESS**

- 1. New Policy Resolution Private Resident to Resident Lessons for a Fee on Common Elements
- 2. Club Encore-Patio Structure
- 3. Stacking Armchairs for Recreation Buildings

#### **NEW BUSINESS**

- 1. Revisions to ADR Charter
- 2. Swimming Pool Rules for 2023 Season
- 3. Roofing Contract for 2023
- 4. Roofing Material Purchase for 2023
- 5. LVW Association Insurance Renewal for 2023-2024

The next open Board meeting will be held on Wednesday, May 3, 2023 at 1:00 PM in the auditorium at Willow Hall.

#### ADJOURN OPEN MEETING

#### **RESIDENT COMMENTS PERIOD:**

- ★ Rules of Public Comment and Participation in the Open Forum are as follows;
  - In general, residents' questions and comments should be addressed to the interest of all residents. For resolution of personal or maintenance issues, contact the Department Manager and, if necessary, the Community Manager.
  - The Open Forum is not a debating time or a time to cross-examine our neighbors serving as Trustees.
  - This is an opportunity for residents to be heard but everyone is to stay civil and use respectful language while also avoiding personal attacks.
  - The Open Forum will be limited to one-hour but may end sooner if only a few residents address the Board.
  - Residents must be present at the meeting to make a comment or ask a question and will be allowed three-minutes to do so, there will be a two-minute comment or answer, if necessary from the Board of Trustees and a one-minute follow-up question allowed by the resident.
  - Maximum two times at the podium.
  - o If a resident was unable to ask a question or make a comment, the Board may be emailed at bot@lvwa.net. Emails will be reviewed at a Board of Trustee workshop meeting. Statements and opinions of village wide significance will periodically be addressed at an Open Board of Trustee Meeting and/or in the Manager's Corner of the LVW News Magazine.

POSTED: March 29, 2023

### LEISURE VILLAGE WEST BOARD OF TRUSTEE MEETING

The meeting was called to order at 7:00 PM by Board President, Charles Lupo with the Pledge of Allegiance.

PRESENT: <u>Trustees</u>: Present were Board President - Charles Lupo, Treasurer - Eugene Murphy, Board Secretary - Thomas Hardman, Trustee - Wayne Steinman, Trustee - Fay Weinstein and Trustee - Michael Blank.

<u>Management Staff</u>: Present were Community Manager – Jim Snyder, and Recreation Director – Mary Lighthipe.

ABSENT: Vice President - Joyce Carmody and Accounting Administrator - Michelle Lampard.

ITEMS VOTED ON: (continued in "Unfinished Business/ánd:New Business")

- T. Hardman moved to waive the reading of the minutes. W. Steinman seconded. All present were in favor. Motion carried.
- T. Hardman moved to approve the February 1, 2023 minutes. M. Blank seconded. There was no discussion and a vote was called. All present were in favor. Motion carried.
- F. Weinstein moved to approve the trading in and purchasing of seven (7) Ex-Mark NVS730AKC48000 Navigator mowers from Ace Outdoor Power 3 for a total cost of \$99,907.62. The funds to meet this expense will be provided by account #3150 Property Fund. T. Hardman seconded. There was no discussion and a vote was called. All present were in favor. Motion carried.
- M. Blank moved to approve the purchase of the grizzly industrial 14" bandsaw, model #G0555XH from Grizzly.com for a cost of \$1,752.92. The funds to meet this expense will be provided by account #3150 Property Fund. F. Weinstein seconded. There was no discussion and a vote was called. All present were in favor. Motion carried.
- W. Steinman moved to approve the in-house siding painting for condos 94 and 95 at a cost of \$65,624.75. The funds to meet this expense will be provided by account #3000 Deferred Maintenance/Siding Painting. T. Hardman seconded. There was no discussion and a vote was called. All present were in favor. Motion carried.
- T. Hardman movéd to approve the 2023 driveway replacement schedule for 29 cement driveways at a cost not to exceed \$30,000.00. The funds to meet this expense will be provided by account #3275 Capital Replacement/Concrete Driveways. W. Steinman seconded. There was no discussion and a vote was called. All present were in favor. Motion carried.

#### PRESENTATION OF REPORTS:

#### **COMMITTEE REPORTS:**

- B. Owens, Chairperson, gave a report for the Architectural Committee.
- C. Corvo, Chairperson, gave a report for the Finance Committee.
- M R. McCarthy, Chairperson, gave a report for the Administration Committee.
- M. Lighthipe, Recreation Director, gave a report for the Community Services Committee.

  The Board announced the approval of PaulaAnn Fazio-Escudero as a new member of the Welcome Committee.

The Board announced the approval of Beverly Craft as a new member of the Election Committee.

#### M. Lighthipe gave a report for Recreation.

M. Lighthipe is seeking Board approval to release the funds for the purchase of 12 stacking armchairs for use in Willow Hall and Club Encore from Affordable Seating at a cost of \$1,340.20. The funds to meet this expense will be provided by account #3150 — Property Fund. The Board will vote on this at the next open Board meeting on April 5, 2023.

She is also seeking Board approval to purchase eight (8) folding banquet tables for use in Willow Hall from Webstraurant at a cost of \$1,495.76. Although not the lowest bid, purchases have been made in the past from this company and have proven to be a dependable brand. The funds to meet this expense will be provided by account #3150 – Property Fund. The Board will vote on this at the next open Board meeting on April 5, 2023.

### COMMUNITY-MANAGER'S REPORT: (J. Snyder)

Management is seeking Board approval to move forward with this year's adopted electrical panel replacement program and approve to release the funding not to exceed \$75,000.00. The funds to meet this expense will be provided by account #3295 — Capital Replacement/Unit Infrastructure. In the budget year 2023, there is an anticipation to replace 75 additional residential electrical panels. The Board will vote on this at the next open Board meeting on April 5, 2023.

The irrigation season will begin in May but before the season begins, there is a need to purchase three (3) pumps and motors to replace any of the units as they are needed during the season. There are fifty (50) wells in the village and currently have one pump and motor in stock. The following bids were received;

Vendor	Qty	Description	Sub Total	Total w/tx included
WB Well Drilling	3	Well Motors	\$8,568.19	\$9,135.83
	3	Well Pump Heads 5 HP		
Zoro	3	Well Motors	\$8,756.07	\$9,336.16
	3	Well Pump Heads 5 HP		
A.C. Worst	3	Well Motors	\$12,721.80	\$13,564.62
	3	Well Pump Heads 5 HP		

#### LEISURE VILLAGE WEST BOARD OF TRUSTEE MEETING

Management is requesting to purchase three (3) pump and motors from WB Well Drilling for a cost of \$9,135.83. The funds to meet this expense will be provided by account #3260 — Capital Replacement/Well Motors. The Board will vote on this at the next open Board meeting on April 5, 2023.

Management has gone out to bid for the 2023 Pool Management Services contract. LVW has again chosen to remain an "Exempt" facility in accordance with Ocean County Health Department regulations. The pool management company will provide one ambassador/pool manager per pool, services to open and close each pool at the beginning and ending of the pool season. They will also maintain the pool in accordance with Ocean County Health Department requirements and LVW's rules and standards. The following bids were received;

Vendor	Description	Price
	Bid for entire requirements of 🔨	
Millennial Pool Mgt.	RFP / /	\$85,000.00
	Bid for entire requirements of /	
Carmona Pool Service	RFP / / /	\$87,500.00
American Pool	Does not accept exempt fácilities	. N/A
Candlewood Pools	Does not accept exempt facilities	N/A
Dream Pool Services	Does not accept exempt facilities	N/A

Management is recommending to contract with Millennial Pool Management for \$85,000.00 for the 2023 pool maintenance and management contract. The funds to meet this expense will be provided by account #8570 – Swimming Pool/R&M. The Board will vote on this at the next open Board meeting on April 5, 2023.

As a reminder to all residents, all pet feces must be removed and properly disposed of immediately. Owners are responsible for removing their pet's wastes from the common elements and units and are to place the wastes in their own garbage receptacle, not in any public receptacle or storm drain. Any resident who does not immediately remove all droppings deposited by their pet will face a fine of \$250.00.

Parking violations continue in the village. There is no parking permitted on any LVW street during the hours of 2:00 am to 6:00 am except where 72 hours parking signs are posted. The Association will continue to ticket vehicles parked overnight on the street between 2:00 am and 6:00 am. Management is working on providing more visitor parking in the village such as but not limited to the Edinburgh and Sheffield areas.

An open forum for the residents to "Meet the Mayor" will be held on Wednesday, March 15, 2023 at 1:00 PM in the Auditorium at Willow Hall.

In order for the village to comply with HUD's regulatory requirements for the age verification of residents, the Association is requesting all residents to fill out the age verification form that is posted on Frontsteps and is available in the March LVW Magazine.

There was an opening of the bids meeting that took place on March 1st at the Association office regarding roofing.

#### UNFINISHED BUSINESS:

- 1. The new Policy resolution regarding Private Resident to Resident Lessons for a Fee on Common Elements is being reviewed by the Administration committee.
- 2. As part of the Willow pool area renovation, Management went out to bid to receive quotes to refurbish the Willow Pool Pergola. The project will consist of refurbishing the pergola, replacing the cement decking under the pergola, and installing fans, lighting, and a sound system. The following bids were received;

ltem	Vendor	Cost
Pergola Renovation	It's All Good Construction	\$33,750.00
	Siding Masters	\$54,980.00
	Built-Rite	TBD

Pergola Additions	Vendor		Cost
Cement Decking	In-House		\$4,000.00
Fans	In-House		\$1,800.00
Lighting	In-House & Contractor	^	\$3,000.00
Sound System	In-House	/ >	\$2,500.00
·			

Total Cost / ( \$11,300.00

Management is recommending to contract with It's All Good Construction to refurbish the Willow Pool Pergola for a cost of \$33,750.00, purchase the fans and lighting, and replace cement decking for a cost of \$11,300.00. The total project cost of \$45,050.00. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. E. Murphy moved to contract with It's All Good Construction to refurbish the Willow Pool Pergola for a cost of \$33,750.00, purchase the fans and lighting, and replace cement decking for a cost of \$11,300.00. The total project cost of \$45,050.00. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. W. Steinman seconded. There was no discussion and a vote was taken. All present were in favor. Motion carried.

- 3. The revisions proposed for the Policy Resolution regarding Unit Owner and Renter's Insurance were presented as attached to the agenda. The Board will vote on this at the next open Board meeting on April 5, 2023.
- 4. A new design for the Club Encore patio structure was presented and Board approved to move forward with an RFP.

#### NEW BUSINESS:

1. The concept of the renovation of the Encore patio area has been presented and discussed at length and Management has now come up with a plan to move forward. The first step of the Encore patio renovation is to remove the existing pavers, stumps, and the old barbeque area. This will be done in-house to save approximately \$5,000.00 on the original bid price. Management will save any salvageable pavers and make them available for repurposing. An underground conduit would be installed for any future wiring needs. The second step is having the company come in and pour two-color stamped concrete. They will also be installing a drainage system along the front wall of the patio to eliminate any possible water issues. Management is recommending this is done in March before Spring approaches so the patio can be utilized. The following bids have been received and include any applicable tax;

Vendor	Brushed Concrete	Stamped Concrete	Notes
DeMac Concrete Inc.	\$29,050.00	\$35,538.00	Recommended
Gambale Concerte LLC	\$29,908.31	\$44,595.91	
Jersey Shore Stamped			15K down/balance day of
Concrete	\$26,550.00	\$33,550.00	pour
Coastal Edge Concrete LLC	\$30,250.00	\$38,500.00	
NJ Boss Construction	\$26,500.00	N/A	BBB rating poor

Management is recommending to contract with DeMac Concrete Inc. to install drainage and stamped concrete to the Encore patio for a total cost of \$35,538.00. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. Upon the recommendation from Management, F. Weinstein moved to contract with DeMac Concrete Inc. to install drainage and stamped concrete to the Encore patio for a total cost of \$35,538.00. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. W. Steinman seconded. There was no discussion and a vote was taken. All present were in favor. Motion carried.

2. Management is requesting to convert one of the existing trucks to a hook lift truck, which would enable LVW to pick up 20-yard dumpsters/containers and bring them to the dump. Last year, the roofer disposed of over 2,100 squares of roofing debris and used 48 dumpsters at a cost of \$1,250.00 per container. The total cost was \$60,000.00. This means that there can be a savings of \$50,000.00 annually on the roofing project by bringing the debris to the Manchester dump in one of our own DEP-registered vehicles since we are a Host Community. Last year, 23 dumpsters of concrete were disposed of, costing \$437.00 per dumpster, which totals approximately \$10,000.00. This could be a savings of \$5,000.00 by LVW bringing the concrete to the recycling center using an LVW DEP-registered vehicle. Three companies do this type of conversion and came to look at the vehicle to furnish a bid. The conversion of the vehicle will take four to six weeks. The following bids were received, which include two 20-yard dumpsters/containers and a tarp system.

Vendor	Descritpion	Total Tax Included
Palfinger	T-Series T-29L	\$67,470.07
Crane Works	StellerSlider 26 Hook Lift	\$73,891.13
H.A Dehart & Son 🛝	SL-240 Hook Lift	\$71,926.50

Management is recommending to award the bid to Palfinger for a total cost of \$67,470.07. This expense will be provided by account #3150 — Property Fund/Replacement. Upon recommendation from Management and timing to do the conversion, *T. Hardman moved to contract with Palfinger to convert the old vacuum trück to a hook lift truck with two dumpsters for a total cost of \$67,470.07, tax included: The funds to meet this expense will be provided by account #3150 — Property Fund/Replacements. F. Weinstein seconded. There was no discussion and a vote was taken. All present were in favor: Motion carried.* 

3. The Encore Bocce Courts were constructed in the late 1980's and have been in use for well over 30 years. The current courts are clay courts that require a lot of yearly maintenance. The drainage for all the courts has become inadequate; after the rain, the courts are unusable for several hours until the water drains. The condition of the current courts warrants replacement. Most major Bocce court builders have transitioned from clay courts to artificial turf courts. The only maintenance on these types of courts is to have them top-dressed with a fine type of sand called Silica once a year in the Spring, prior to the beginning of play. Each court will have a drainage system installed under the sub-base and will be designed to drain quickly. Management went out to bid to five companies that build Bocce courts in NJ and PA. The following bids were received and all bids include any applicable taxes.

Vendor	Descritption	Total
Southwest Greens	Install Six Bocce Courts	\$108,572.00
My Backyard Sports	Install Six Bocce Courts	\$106,800.00
Crest Construction	Install Six Bocce Courts	\$82,456.54
Courts Unlimited	Install Six Bocce Courts	Did not bid
A-Z Construction	Install Six Bocce Courts	Did not bid

Although Southwest Greens is the highest bid, Management feels, after visiting their work in other Communities, they will provide the best product and will meet the needs. Management was impressed with the quality of their work so it is their recommendation to contract with Southwest Greens to install six Bocce courts for a total cost of \$108,572.00. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. Upon recommendation from Management, W. Steinman moved to contract with Southwest Greens to install six Bocce courts for a total cost of \$108,572.00. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. T. Hardman seconded. There was no discussion and a vote was taken. All present were in favor. Motion carried.

M. Blank stated per the Policy Resolution, "Regarding Unit Owner and Renter's Insurance", all Unit Owners shall obtain and maintain an HO6 condominium insurance policy and submit a copy of the declaration page to the Association office. This is to be turned in upon renewal each year.

C. Lupo stated the Rules of Public Comment and Participation in the Audience Comments Period in the next portion of the meeting.

The next open Board meeting will be held on Wednesday, April 5, 2023 at 1:00 PM in the auditorium at Willow Hall.

There being no further business, the Board meeting adjourned at approximately 8:24 PM.

Samantha Bowker \(\scrt{\chi}\)
Administrative Assistant

Tom Hardman Board Secretary

Approved: PENDING

AT MANCHESTER, NEW JERSEY

#### Interoffice Memorandum

To: Board of Trustees

From: Mary Lighthipe

Date: February 21, 2023

Re: Folding Banquet Tables

#### Below are the bids received:

Company Name	Total Bid
ULINE	\$ 1,422.91
Webstraurant	\$ 1,495.76
MITYLITE	\$ 3,142.24

At this time, we request the Board approve the release of funds for the replacement of eight folding banquet tables for use in Willow Hall. We recommend the purchase of the Lifetime brand be made with Webstraurant at a cost of \$1,495.76. We have purchased Lifetime banquet tables in the past and they have proven to be a dependable brand. Funds for this purchase will be allocated from GL#3150 Property Funds.



AT MANCHESTER, NEW JERSEY

### Interoffice Memorandum

To: Board of Trustees

From: David Niblack

Date: February 23, 2023

Re: 2023 Electrical Panel Replacements

We are seeking approval to move forward with this year's adopted electrical panel replacement program. In the budget year 2023, we anticipate replacing 75 additional residential electrical panels.

We are requesting funding not to exceed \$75,000.00 to replace these panels. This expense would be charged to GL # 3295 Cap-Rep.-Unit Infrastructure.



AT MANCHESTER, NEW JERSEY

#### Interoffice Memorandum

To: Board of Trustees

From: Gene Caravella

Date: February 21, 2023

Re: Irrigation Pump and motors for 2023 Season

We are approaching the start of our Irrigation season which will begin in May. Before the season begins, we have a need to purchase three pumps and motors to replace any of the units as they are needed during the season. There are fifty wells in the Village and we currently have one pump and motor in stock. We have received bids from these companies

Vendor	Qty	Description	Sub Total	Total with tax included
WB Well Drilling	3 3	Well Motors Well Pump heads 5 HP	\$8,568.19	\$9,135.83
Zoro	3 3	Well Motors Well Pump heads 5 HP	\$8,756.07	\$9,336.16
A.C. Worst	3 3	Well Motors Well Pump heads 5 HP	\$12,721.80	\$13,564.62

We are requesting to purchase three pumps and motors from WB Well Drilling for a cost of \$9,135.83 with tax included charged to account #3260 Capital Replacement Fund –Irrigation / Well Motors.

AT MANCHESTER, NEW JERSEY

#### Interoffice Memorandum

To: Board of Trustees

From: Howard Height

Date: February 16,2023

Re: Leisure Village West 2023 Pools Management Services

We have gone out to bid for the 2023 Pool Management Services Contract. Leisure Village has again chosen to remain an "Exempt" facility in accordance with Ocean County Health Department regulations. This means that we will only require one ambassador/pool manager per pool during open pool hours. The pool management company will also provide services to open and close each pool at the beginning and ending of the pool season. They will maintain the pool in accordance with Ocean County Health Department requirements and Leisure Village West's Rules and Standards. The bids are as follows:

Vendor	Description	Price
Millennial Poos Mgt.	Bid for entire requirements of RFP	\$85,000.00
Carmona Pool Service	Bid for entire requirements of RFP	\$87,500.00
American Pool	Does not accept Exempt Facilities	N/A
Candlewood Pools	Does not accept Exempt Facilities	N/A
Dream Pool Services	Does not accept Exempt Facilities	N/A

It is our recommendation to contract with Millennial Pool Management for \$85,000.00 for the 2023 Pool Maintenance and Management Contract. This expense will be changed to account GL# 8570 Swimming Pool – R&M.



#### LEISURE VILLAGE WEST ASSOCIATION, INC.

#### POLICY RESOLUTION

#### REGARDING UNIT OWNER AND RENTER'S INSURANCE

WHEREAS, the Leisure Village West Association, Inc. (the "Association") was formed by the filing of a certain Certificate of Incorporation, on May 31, 1972, with the Secretary of State of the State of New Jersey having its offices at 959 Buckingham Drive, Manchester, New Jersey 08759; and

WHEREAS, the Association was established and exists by certain Master Deeds with attached Bylaws recorded on January 10, 1978, in the Ocean County Clerk's Office in Deed Book 3683 page 51 et. seq..., and as amended from time to time (collectively the "Master Deed"); and

WHEREAS, the Association's Master Deeds were amended and consolidated and recorded on July 30, 2014 in the Ocean County Clerk's Office in Deed Book 15860, Page 1840 et. seq.; and

WHEREAS, the Bylaws, Article VI, Section 1, provides, "The Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of Leisure Village West and may do or cause to be done all such other lawful acts and things as are not by law, by these Bylaws or otherwise, directed or required to be done or exercised by members of the Association or owners of units, or by others;" and

WHEREAS, the Bylaws, Article VI, Section 1(n), the Board of Trustees (the "Board") has the power to "make, and enforce compliance with, such reasonable rules and regulations relative to the operation, use and occupancy of the units, common elements and Association facilities, and to amend the same from time to time as when approved by appropriate resolutions [which] shall be binding on the owners and occupants of units, their successors in title and assigns. A copy of such rules and regulations and copies of any amendments thereof shall be delivered or mailed to each owner of a unit promptly upon the adoption thereof;" and

WHEREAS, the Board finds that Units left unrepaired due to lack of adequate insurance would degrade the character of the Association and the market value of the Units therein; and

WHEREAS, the Board deems it to be in the best interest of the Association to ensure that all Unit Owners and tenants maintain appropriate insurance policies to restore their Unit in case of a covered occurrence.

NOW, THEREFORE, the following Rules and Regulations are hereby adopted:

#### UNIT OWNER'S AND RENTER'S INSURANCE

1. All Unit Owners shall obtain and maintain an "H06" condominium insurance policy with sufficient coverage to insure the full value of their Unit including any upgrades thereto, the Association's insurance deductible, and it is recommended that the policy provide sufficient coverage for all personal property stored within the Unit.

Approved: September 2, 2020 Revised: PENDING

I.

- All Unit Owners who rent their Units shall, as part of the lease agreement, require the tenant(s) to obtain and maintain an "H04" renter's insurance policy with at least \$300,000 in liability coverage. It is recommended that the policy provide sufficient coverage to insure the Association's insurance deductible and to provide sufficient coverage for the full value of the tenant's personal property stored within the Unit.

  The lease shall further provide that any failure to obtain and maintain said policy shall constitute a material default under the lease and be grounds for termination and eviction. Any Unit Owner who rents their unit must provide the Association with a copy of the tenant's insurance policy declaration page.
- 3. All Unit Owner's and Renter's policies shall include a waiver of subrogation.
- 4. All Unit Owners applying for a Rental Permit shall provide the Association's manager with proof of his or her insurance policy and shall provide an "H04" renter's insurance policy with sufficient coverage as described above. Thereafter, proof of continued insurance shall be provided to the Association annually and upon each lease renewal in a form acceptable to the Association.
- 5. If any Unit is damaged or destroyed by fire or other casualty, the Unit Owner shall promptly restore the Unit to its condition preceding the fire or casualty.

#### II. ENFORCEMENT

- 1. The Board shall have the right to impose fines for violations of these Rules and Regulations up to the maximums permitted by the Governing Documents and by law.
- 2. In addition to fining, the Association may, but is under no obligation to, exercise any and all rights and remedies available to it at law, in equity, or pursuant to the Governing Documents should any Unit Owner fail to timely provide the Association's manager with proof of insurance, including, but not limited to, obtaining insurance on the Unit Owner's behalf and charging the cost back to his or her account.
- 3. Failure by any Unit Owner to pay any insurance deductible may result in the Association paying the same and treating the failure as a payment default, in which case the amount of the deductible shall be assessed to the Unit Owner's account and which amounts shall be owed and collected in the same manner as delinquent Common Expense Assessments.
- 4. All costs, damages, and fines due hereunder shall be collected by the Association in the same manner as assessments. These costs, damages, and fines shall be a continuing lien on the Unit that shall bind the Unit in the hands of the then Owner and the Owner's successors and assigns.
- 5. This Resolution is subject to the Association's existing Alternative Dispute Resolution Policy.
- 6. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
- Any provision contained in any previously adopted Association resolution conflicting with any
  provisions set forth herein shall be deemed void and the provision contained herein shall govern.
- 8. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it by law, in equity, and/or pursuant to the Master Deed and Bylaws.

Approved: September 2, 2020 Revised: PENDING

## LEISURE VILLAGE WEST ASSOCIATION, INC. POLICY RESOLUTION

## REGARDING PRIVATE RESIDENT TO RESIDENT LESSONS FOR A FEE ON COMMON ELEMENTS

This Resolution (the "Resolution") is made on this da	y of <del>2022</del> 2023.
by Leisure Village West Association, Inc., (the "Association"), by a	and through its Board of Trustees (the
"Board"), having an address of 959 Buckingham Drive, Manchester,	

WHEREAS, the Association was established and exists by certain Master Deeds with attached Bylaws recorded on January 10, 1978, in the Ocean County Clerk's Office in Deed Book 3683 page 51 et. seq.., and as amended from time to time (collectively the "Master Deed"); and

WHEREAS, the Association's Master Deeds were amended and consolidated and recorded on July 30, 2014 in the Ocean County Clerk's Office in Deed Book 15860, Page 1840 et. seq.; and

WHEREAS, the Bylaws, Article VI, Section 1, provides, "The Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of Leisure Village West and may do or cause to be done all such other lawful acts and things as are not by law, by these Bylaws or otherwise, directed or required to be done or exercised by members of the Association or owners of units, or by others;" and

WHEREAS, the Board has determined that it is in the best interest of the Association that guidelines for private lessons for a fee on the Association's general common elements be adopted and enforced; and

NOW, THEREFORE, BE IT RESOLVED that the following rules and regulations shall be and hereby are adopted:

- 1. All residents providing private lessons for a fee, such as personal training, pickleball lessons, golf lessons, etc. (hereinafter "Private Lesson Providers") on the Association's general common elements shall submit a written request to the Recreation Director and receive Association approval prior to conducting any private lessons on the Association's general common elements for a fee.
- 2. Providers must receive Association approval prior to conducting any private lessons on the Association's general common elements for a fee. The Recreation Director will notify the Board of approved requests.
- 2.3. After approval is given by the Recreation Director, Private Lesson Providers shall be required to execute an indemnification agreement, attached hereto as Exhibit A.
- 3.4. All Private Lesson Providers shall be required to provide proof of appropriate liability insurance. The term "appropriate" shall be determined by the Board in its sole discretion. Private Lesson Providers shall be required to add the Association as an additional named insured under its insurance policy and provide the Recreation Director with verifiable proof that the Association is a named insured. The Private Lesson Provider must annually provide proof that coverage remains in effect.
- 4.5. All private lessons for a fee must be one-on-one. Group lessons for a fee are not permitted.
- 6. Providers must submit a weekly schedule for approval by the Recreation Director.

- 7. The Board shall have sole discretion regarding whether to permit any private lessons for a fee on the Association's general common elements and shall <u>have sole discretion</u> to <u>rescind permission</u> to allow a Private Lesson Provider to provide lessons for a fee.
- 5.8. Private Lesson Providers shall be subject to all applicable provisions of the Master Deed, By-Laws, and Rules and Regulations of the Association.
- 6.9. Any unit owner that fails to comply with this Resolution will be subject to fines in accordance with the Association's current fining policy. Each day that a violation continues after notice will be considered a separate violation.
- 7-10. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it by law, in equity and/or pursuant to the Master Deed and By-Laws.
- 8-11. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
- 9.12. Any provision contained within any previously adopted resolution of the Association that conflicts with any provisions set forth herein shall be deemed void and the provisions herein shall govern.

# EXHIBIT A LEISURE VILLAGE WEST ASSOCIATION, INC. INDEMNIFICATION AGREEMENT

This Agreement is made this day of, 20, between Leisure Village West Association, Inc., having an address of 959 Buckingham Drive, Manchester, New Jersey 08759 (the "Association") and, having an address of
(the "Private Lesson Provider").
WHEREAS, the Association wishes to permit Private Lesson Provider to provide community; and
NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association and the Private Lesson Provider hereby agree as follows:
1. The Association agrees to permit Private Lesson Provider to provide general common elements. (type of private lessons) for a fee on Association's
2. The Private Lesson Provider agrees to leave the Association's property and the property of individual Association members undamaged.
3. The Private Lesson Provider hereby agrees to indemnify, defend, and hold harmless the Association with respect to any property damage and/or any injury to any person or thing caused or resulting from the Private Lesson Provider, its subcontractors, employees, agents or any persons or objects under the supervision of the Private Lesson Provider, and/or anyone participating in the lessons being provided by the Private Lesson Provider.
4. The Private Lesson Provider hereby agrees to restore any property damage caused or resulting from the Private Lesson Provider, its subcontractors, employees, agents or any persons or objects under the supervision of the Contractor, and/or anyone participating in the lessons being provided by the Private Lesson Provider.
5. The Private Lesson Provider hereby covenants and agrees to comply with all federal, state, and local statutes, ordinances and regulations pertaining to its provision of lessons and will defend, indemnify and hold harmless the Association for any failure to do so.
6. The Private Lesson Provider hereby agrees that if the Association, in enforcement of any part of this indemnity agreement, incurs expenses or becomes obligated to pay attorneys' fees or court costs, the Private Lesson Provider will reimburse the Association for such expenses, attorneys' fees, or costs within thirty (30) days after receiving written notice from the Association of incurring such expenses, costs or obligations.
7. The Private Lesson Provider hereby agrees to provide proof of appropriate insurance. The Private Lesson Provider shall be required to add the Association as an additional named insured under its

Indemnification Agreement - Page 1 of 3

insurance policy and hereby agrees to provide the Board with verifiable proof that the Association is a named insured.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

This document constitutes the entire agreement between the parties with respect to the subject hereof. The terms and conditions of this Agreement may not be altered, amended, or deviated from by the Private Lesson Provider without the prior written consent of the Association.

IN WITNESS WHEREOF, the Private Lesson Provider and the Association have executed this Agreement on the date shown above.

Ву: _	Drogidant
	, President
	(Private Lesson Provider)
 Ву:	(Private Lesson Provider)

### ACKNOWLEDGMENT

STATE OF NEW JERSEY)
COUNTY OF OCEAN : ss.
On the day of, 20, personall appeared before me and this person acknowledged under oath, to my satisfaction, that:
(a) this person signed and delivered the foregoing document as the President of Leisure Village West Association, Inc., and
(b) this document was signed and delivered by this person as his/her voluntary act and deed by virtue of authority from its Board of Trustees.
Signed and sworn to before me on, 2022.
NOTARY PUBLIC OF NEW JERSEY
ACKNOWLEDGMENT
STATE OF NEW JERSEY)
COUNTY OF OCEAN )
On the day of, 20, personally appeared before me and this person acknowledged under oath, to my satisfaction, that:
(a) this person signed and delivered the foregoing document as a Private Lesson Provider, and
(b) this document was signed and delivered by this person as his/her voluntary act and deed.
Signed and sworn to before me on, 2022.
NOTARY PUBLIC OF NEW JERSEY

### ALTERNATE DISPUTE RESOLUTION (ADR) COUNCIL COMMITTEE

### **CHARTER STATEMENT**

The New Jersey Condominium Act, N.J.S.A. 46:8b-14(k), and Planned Real Estate Development Full Disclosure Act (PREDFDA), N.J.S.N. 45:22A-21-requires the Association to provide a fair and efficient procedure for the resolution of disputes between unit owners and the Association, and between unit owners, and between clubs as an alternative to litigation.

An Appeals Board (ADR) was established in 1993 by the Board of Trustees of Leisure Village West Association. Per this Charter, the Appeals Board is renamed the Alternate Dispute Resolution Committee, and chartered The purpose of the Appeals Board is to provide a fair and efficient procedure for the resolution of disputes that arise within Leisure Village West.

#### CONFIDENTIALITY

Members shall keep the <u>Councilcommittee</u>'s confidential information in strictest confidence. Members shall not disclose or discuss such information to anyone outside of the <u>Council committee</u> unless authorized to do so. The member shall not make use of any confidential information for their own purpose or the benefit of anyone.

Members are obligated to maintain the confidentiality of such matters and information even after the member leaves the Councilcommittee.

Council Committee members understand that failure to comply with the above paragraphs could lead to claims by the Association or other persons or entity, and that such disclosure may cause such claims to not be covered by the Association's insurance.

### **ORGANIZATION**

- 1. An Alternateive Dispute Resolution Council Committee is hereby established.
- 2. The Chair shall be a non-trustee, unit owner in good standing, approved and recommended by the ADR committee with final approvaled volunteer selected by the Board of Trustees. The Chair shall have a threewe (32) year term of office and may be reappointed by the Board of Trustees. Any vacancy in the office shall be filled by appointment of the Board of Trustees with recommendation from the ADR Committee.
- 3. The Chair shall recommend to the Board of Trustees, non-trustee, unit owner in good standing approved volunteers to serve and/or be reappointed as Hearing Officers (Mediators) for a threewo (32) year term, whose function will be to participate in the established appeals process and render recommendations or non-binding decisions.
- 4. The ADR process is informal and shall not be electronically recorded. A party may be represented by counsel. Any statements or testimony made by a party, witness or by Mediators

shall not be evidentiary, for any purpose, in any subsequent legal proceeding. shall be formal and shall not be electronically recorded. A party may be represented by counsel.

- 5. Participation in the ADR process is entirely voluntary.
- 6. Hearing Officers/ADR Mediators may not provide legal advice. nor will they prepare any written agreements between the parties.

### **6. COMMITTEE OPERATION**

Members of the ADR Council shall adhere to a dress code established by the ADR.

Any dispute relating to acts or omissions which may violate the L.V.W. Articles of Incorporation, the Master Deed, the Bylaws and the Rules and Regulations of the Association (collectively called "the Governing Documents") or any other housing or Association related issues may be resolved by appeal to the ADR Council.

Any dispute between a unit owner, and the Association, or between unit owners, or between clubs relating to acts or omissions which may violate the Articles of Incorporation, the Master Deed, the Bylaws or the Rules and Regulations of the Association (collectively called "the Governing Documents") or otherwise related to the use and ownership of a condominium unit in Leisure Village West, together with rights to utilize the common elements of Leisure Village West, may be submitted for a hearing to the ADR Committee.

An appeal procedure will be considered after all avenues of resolution have been explored.

Within ten <u>business</u> days after receipt of the letter of appeal, from the <u>complaintappellant</u>, the Community Manager shall forward such request along with all applicable documentation to the Chair of the ADR-Council.

The Chair of the ADR-Council will contact all parties to the dispute to establish a date and time for the Hearing. All Conferences shall be scheduled during business hours, Monday through Friday, excluding holidays.

The Chair of the ADR Council shall designate no more than three (3) members mediators of the ADR Council to conduct the mediation, one of whom will be designated as Presiding Chair. An alternate, non-voting member mediator may will also be designated. (The alternate will serve in the event any of the regular designees cannot complete his assignment.)

The appeal shall be conducted in a <u>fair and n</u> orderly <u>mannerfashion</u>. <u>The All parties to the disputes</u> shall have the opportunity to present facts and argument(s) both orally and/or in writing, and may present and examine witnesses.

Appeals before the Hearing Officers/Mediators shall be private. Attendance shall be limited to the parties involved and secretary the Administrative Assistant of the Association.

There shall be no fee for the cost of an appeal to the ADR committeeCouncil.

There is no further administrative appeal from the recommendation or non-binding decision of the Council.

The Mediator(s) shall consider all the facts and arguments presented and will attempt to mediate an amendable solution agreeable by all parties involved. A simple agreement letter may be prepared that all parties can sign, memorializing the solution. In the event that the parties are unable to reach a settlement, the mediators shall then impose a non-binding arbitration settlement, in writing, within ten (10) business days of the Conference. The chair will notify the parties, in writing, confirming the non-binding arbitration reached, a copy of which will also be forwarded to the Association.

### TRUSTEE AND PUBLIC NOTIFICATION

When Association funds are involved, the Chair of the ADR Council shall announce any recommendation or non-binding decision made by the Council at a subsequent Board of Trustees meeting:

Amended & Approved November 1, 2006 Amended & Approved December 1, 2010

Amended & Approved: May 4, 2016

Amended & Approved: September 20, 2018

Amended & Approved: PENDING

#### **PROPOSED**

# LEISURE VILLAGE WEST ASSOCIATION SWIMMING POOL RULES 2023 SEASON

The official opening is Friday, May 26<sup>th</sup> for the Willow and Encore pools. Both the Willow and Encore pools will remain open until Monday, September 4<sup>th</sup>. The Willow Pool will remain open for residents only from September 4<sup>th</sup> through September 30<sup>th</sup>.

Signs will be posted not less than three feet by four feet, which shall be prominently displayed at the entrance to each swimming area, stating: No lifeguard will be on duty. Residents must accompany guests at all times. Notice to parent or guardian – never leave children unattended. No swimming alone.

**POOL HOURS:** 

Willow Pool

11 am to 7 pm Monday. ← Friday

10 am to 7 pm weekends & holidays

**Encore Pool** 

10 am to 8 pm daily/

From July 1st through August 18th the Encore pool will

remain opén until 9 pm.

Aquacisers

10 am to 11 am Monday through Friday and Monday and

Wednesday, 7 pm to 8 pm at Willow, Pool only.

(NO CLASSES on Holidays or Weekends). Only Aquaciser

class members will be admitted during these hours.

Lap Lanes

Residents must yield to lap lane swimmers.

**Adult Guests** 

15 Yearş and Older.

(Accompanied by a resident)

Regular pool hours as listed above.

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Under the age of 15 years old.

(Accompanied by a resident)

Only diapers specially designed for immersion

in water are permitted.

10 am to 1 pm at Encore Pool & Pool Area

4 pm to 7 pm at Willow Pool & Pool Area

Youth guests under 4 years of age are not permitted in either pool. Children in strollers under the age of four will be allowed in the pool area only during children's swim hours.

In the event of the closing of one pool; the youth guest hours are as follows at the opened pool - 11am to 1pm and 4pm to 7pm. A 20-minute grace period will be allowed for children to exit the pool area at the end of the children's swim hours. Children are not allowed in the pool area at any time other than designated youth hours. Children must be supervised by a parent or grandparent at all times when in the pool and pool area.

Unsupervised children will be asked to leave the pool. Roughhousing and horseplay will not be tolerated.

POOL ENTRY:

Members must swipe their photo ID badge for verification of member status at the pool gate in order to obtain admittance to the pool area.

GUESTS: Up to (4) adult or youth guests are permitted and MUST be accompanied by a RESIDENT

who must REMAIN with guests at all times.

ATTIRE: Proper swim attire must be worn from home to pool since the changing area is limited.

Cut-off jeans are not allowed in the pool. A cover-up wrap is needed when entering the clubhouses. The Association is not responsible for any damage to bathing suits due to pool chemicals. Street shoes are not allowed in the pool. DO NOT LEAVE SHOES OR

SLIPPERS AT THE POOL STEPS.

**DIAPERS:** Only diapers specially designed for immersion in water are permitted.

SAFETY: NO DIVING OR JUMPING IS ALLOWED AT ÉITHÉR POOL AND WILL BE STRICTLY

ENFORCED. NO SITTING OR STANDING ON POOL STEPS UNLESS WHERE INDICATED AT THE ENCORE POOL. Weather-related closures are at the discretion of the CPO or LVW management. The CPO or LVW management will determine when to

reopen the pool. CPO does remain on duty during rain.

SWIM AIDS: NO floats, toy surfboards or swim toys are permitted in the pool except for noodles. -

Noodles are not to exceed two per person. Mesh seat noodles are also acceptable. Swimsuits that incorporate a flotation device as part of the suit construction along with swimmies are allowed. Residents are permitted to use therapeutic aquatic belts or Coast

Guard approved life vests.

HEALTH: PERSONS WITH OPEN WOUNDS ARE NOT PERMITTED IN EITHER POOL OR

JACUZZI AT ANY TIMÈ.

FOOD: Food and beverages are permitted in the pool area. NO GLASS OR OTHER SIMILAR CONTAINERS THAT MIGHT CAUSE PERSONAL INJURIES IF BROKEN ARE

CONTAINERS THAT MIGHT CAUSE PERSONAL INJURIES IF BROKEN ARE PERMITTED IN THE POOL AREAS. NO ALCOHOLIC BEVERAGES ARE PERMITTED

/ÍN THE POOL AREAS. Tables and surrounding area are to be left clean.

SMOKING: Neither smoking nor vaping are permitted within 25ft of the pool area. Please use

designated areas.

LOUNGES, Lounges, chairs of tables are not to be reserved.

CHAIRS, TABLES: When leaving the pool area chairs and lounges are to be returned to their

proper plàces.

SHOWERS: Bathers are required to shower before entering the pools. If water shoes are worn,

please rinse before entering the pool.

JACUZZI: Residents are to read and follow rules posted at the Jacuzzi.

No one under the age of 16 is allowed in the Jacuzzi.

MUSIC: Please use headphones where possible, otherwise be considerate and keep the

volume down as not to disturb fellow members.

All rules and regulations will be strictly enforced and are subject to change.

AT MANCHESTER, NEW JERSEY

### Interoffice Memorandum

To: **Board of Trustees** 

From: David Niblack

Date: March 10, 2023

Re: 2023 Roofing Contract

We have gone out to bid for our 2023 roofing project. This year's project consists of 51 Buildings which consist of 114 units. We sent out RFPs to 12 area roofing contractors. We held a bid opening where eight contractors submitted bids. The bids received are listed below. Please note the following: Shingles will be purchased in bulk and will be presented in a separate LVWA will perform debris removal in-house for an estimated cost of memorandum. \$10,000.00.

Vendor	Roofing	Starters	Extras Flanges /Flashing		Roofing
Name	2,344 Square	And Caps			Install
			She	eathing / Ride vent	Costs
Siding Masters	\$309,408.00	\$ 20,938.50	\$	10,430.00	\$ 340,776.50
It's All Good Const.	\$377,032.40	\$ 20,938.50	\$	6,210.00	\$ 404,180.90
TiFay Const.	\$410,200.00	\$ 20,938.50	\$	27,868.00	\$ 459,006.50
Roofing Masters	\$421,920.00	\$ 20,938.50	\$	18,510.00	\$ 461,368.50
FB Roofing (Incomplete Bid)	\$492,216.56	\$ 20,938.50	\$	-	\$ 513,155.06
Proven Const.	\$503,960.00	\$ 20,938.50	\$	22,648.00	\$ 547,546.50
Wayne Roofing	\$468,800.00	\$ 20,938.50	\$	. 80,310.00	\$ 570,048.50
Bell General Const.	\$541,464.00	\$ 20,938.50	\$	47,166.00	\$ 609,568.50
World Class Roofing	\$527,400.00	\$ 20,938.50	\$	76,646.00	\$ 624,984.50
KPI Const.	No Bid	No Bid	No Bid		No Bid
Fox Chase Const.	No Bid	No Bid	No Bid No Bid		No Bid
Neighborhood Roofing	No Bid	No Bid	No Bid No Bi		No Bid

We recommend contracting with Siding Masters for our 2023 Roofing Project for a total cost of \$340,776.50, along with approving \$10,000.00 for in-house debris removal.

The total expense of \$350,776.50 will be charged to GL # 3270 Capital Replacement-Roofs

959 BUCKINGHAM DRIVE, MANCHESTER, NEW JERSEY 08759

AT MANCHESTER, NEW JERSEY

#### Interoffice Memorandum

To: Board of Trustees From: David Niblack Date: March 10, 2023

Re: 2023 Roofing Material Purchase.

Leisure Village West will be making a transition this year from 3-tab shingles to dimensional shingles on residential homes. A small group consisting of Mrs. Doner from the Finance Committee, Trustees Murphy and Blank, Jim Snyder, and I met with several shingle manufacturer representatives to choose the best manufacturer to meet our needs. With that in mind, we went out to bid to 6 area material suppliers to obtain pricing on the bulk purchase of roofing material for the 2023 Roofing project. After meeting with the manufacturers, we have decided to install IKO Dynasty dimensional shingles.

Supplier	Manufacture	Total	Total	Totai	Sheathing	Grand Total
		w/ Tax	Capping	Starters	102	
, , , , , , , , , , , , , , , , , , , ,		2,344 Sq.	w/ tax	W / Tax	Sheets	
Lowes	GAF	\$232,059.08	\$10,350.45	\$9,891.26	\$2,559.00	\$254,859.79
Beacon	GAF Timberline	\$207,316.11	\$16,345.50	\$7,365.78	\$2,559.00	\$233,586.39
	IKO Dynasty	\$191,848,23	\$12,025.28	\$7,152.67	\$2,108.14	\$213,134.32
	IKO Cambridge	\$179,948.88	\$16,314.90	\$7,365.78	\$2,559.00	\$206,188.56
	Tamko Titan TX	\$189,696.11	\$17,238.00	\$7,365.78	\$2,559.00	\$216,858.89
	Tamko Heritage	\$178,699.24	\$17,238.00	\$7,365 <i>.</i> 78	\$2,559.00	\$205,862.02
National	GAF	\$262,425.45	\$16,858.05	\$12,074.72	\$2,559.00	\$293,917.22
	IKO Cambridge	\$262,425.45	\$16,858.05	\$12,074.72	\$2,559.00	\$293,917.22
	IKO Dynasty	\$222,436.81	\$16,858.05	\$12,074.72	\$2,559.00	\$253,928.58
	Tamko Heritage	\$219,937.52	\$17,674.05	\$12,074.72	\$2,559.00	\$252,245.29
ABC	GAF	\$199,943.20	\$17,401.20	\$16,181.16	\$2,559.00	\$236,084.56
Liberty	IKO Dynasty	\$224,936.10	\$13,698.60	\$10,296.69	\$2,559.00	\$251,490.39
Home Depot	No Bid					

We recommend purchasing- the required roofing material from Beacon Exterior Materials for a cost of \$213,134.32. This expense will be charged to GL # Capital Replacement Roofs.



AT MANCHESTER, NEW JERSEY

#### Interoffice Memorandum

To:

Board of Trustees

From: Jim Snyder

Date: March 13, 2023

Re:

Leisure Village West Association Insurance Renewal for 2023 – 2024

Last year an insurance sub-committee was formed to discuss 2022 expiring insurance coverage for LVWA. A letter of intent and RFP were drafted utilizing historical insurance information and other pertinent documents and sent to the following agents/brokers.

Mitchell Insurance Services

JGS Insurance

Danskin Agency

Mackoul Risk Solutions

USI Insurance Services

Brown & Brown Insurance

Peoples First Insurance

The only bid received last year was from our current agent/broker, Mitchell Insurance, from our current insurance company Philadelphia Insurance. A two-year Rate Endorsement agreement was negotiated and agreed upon with Philadelphia for 2023-2024 for a 6% increase over the 2022-2023 coverage cost if our loss ratio was under 20%.

Although our loss ratio was over the 20%, Mitchell Insurance Services and Philadelphia Insurance were able to come in at an increase of 5.87%. This proposal includes purchasing an additional \$10,000,000.00 in coverage for \$18,900.00. This will bring us closer to our Collectible Coverage goal of \$729,000,000.00.

2022 Insurance Package	2023 Insurance Package	Increase	Plus \$10,000,000.00 Added Coverage
\$1,417,033.02	\$1,509,223.39	\$92,190.37	\$18,900.00

It is recommended to accept the Rate Endorsement from Mitchell Insurance Services for our 2023-2024 insurance coverage for a cost of \$1,509,223.39, plus \$18,900.00 of additional (\$10,000,000) coverage for a total cost of \$1,528,123.39. This expense will be charged to GL # 8100 Insurance Expense.