

Sudden Valley Community Association

2022

**Nominations &
Elections Committee
Manual**



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APPENDICES

The following appendices are provided in electronic form.

1. Election Calendar
2. New Candidate Letter
3. Candidate Application and Disclosure Form
4. Candidate Acceptance Letter
5. Voting Instructions
6. Sample Ballot
7. Tally Sheets
8. Elections Report
9. Elections Spreadsheet

Attorney Opinions: Referenced in document by (#opinion number)

- #1. Proxy and floor voting policies -- September 28 & October 8, 2021
- #2. Filling Board Vacancies – August 12, 2021
- #3. Applicable Processes for Filling Vacancies on the Board – December 23, 2019
- #4. Eligibility of Spouse (for SVCA Membership) – August. 16, 2016
- #5. N&E Committee Draft 2009 Manual – July 7, 2009
- #6. Bylaw Provisions Outlining N&E and SVCA Responsibilities with respect to AGM, Nominations & Elections -- July 6, 2009
- #7. Nominations & Elections Committee – June 23, 2009

PREFACE

The purpose of this Manual is to establish the procedures and provide a resource for all future Nominations & Elections Committees (N&E), Board of Directors (Board) and Administrative Staff.

The N&E, Administration Staff and Board will participate in a cooperative manner to ensure the integrity and efficiency of Association's Annual General Meetings (AGM) and Special General Meetings (SGM), Appointing Board vacancies, and to ensure that all procedures are conducted in a fair and impartial manner. These practices, and procedures, are intended to comply with the Bylaws pertaining to the N&E and its functions, duties and activities. Where there is a conflict, the Bylaws control.

These procedures cover:

- AGMs where the Board, N&E, and ACC are elected and members vote on measures.
 - SGM's that are called to address certain issues and have measures to be voted on. The timeline presented gives no specific dates. Staff will provide actual dates each year.
 - Board vacancies
- **Independent Third-Party Election Vendor**

Background: In 2020 it became necessary for the N&E Committee to obtain the services of a Third-Party Election Vendor due to the Covid pandemic. The counting function of the election process could not be handled "in-house" since it requires a large number of individuals to gather to process the ballots.

In discussing the successful outcome of the 2020 AGM Election it is probable this process may be used in the future. To amend the N&E Manual to include this option several sections of the manual are being updated for future reference by Board and N&E Committees to better understand how some functions are handled by the Third-Party Election Vendor.

All third-party election vendors shall:

- Conform to any state law(s) regarding any SVCA election.
- Follow any SVCA Bylaws regarding elections and the responsibilities of the N&E Committee.
- Handle the printing and mailing of SVCA ballots.
- Handle issuing replacement ballots.
- Handle any "mailed" USPS ballots.
- Conduct the "in-person" voting with N&E Committee assistance.
- Conduct the final counting of all registered ballots.
- Provide certified election results the day of the general meeting.

THE BOARD RESOLUTION APPROVING THE MANUAL (#5)

Whereas, the Association's Board of Directors ("Board") is charged by the Bylaws (Article III, C, Section 24) to promulgate such rules and regulations as it deems appropriate and the Board is responsible for the affairs of the Association (Article III, C, Section 16);

Whereas, the N&E shall publicize the openings for candidates to serve on the Board, N&E, ACC and applicants to serve on the Finance Committee, (Article V Section 3 (h)), and submit the names of all eligible candidates for inclusion on the ballot. (Article III, A, Section 3 (e)), supervise elections, (Article V Section 3 (i)&(j)), approve ballot forms (Article II, Section 7, (d) (i)), and submit a written report to the President of the Board detailing the results of the election (Article III, Section 3 (f));

Whereas, it is in the interests of the Association and the membership to ensure properly conducted elections overseen by a neutral N&E Committee;

Therefore, be it now resolved that the Board hereby adopts this Elections Manual to serve as the official rules and procedures for elections. This manual supersedes all other Association election manuals.

May 23, 2022

Andrew Tishleder, SVCA President

Dated

Sonia Voldt, SVCA Board Secretary

Dated

Nancy Alyanak, SVCA Nominations & Elections Committee Chair

Dated

Steven Workman, SVCA Nominations & Elections Committee Secretary

Dated

Michael Wadsworth, SVCA Nominations & Elections Committee Member

Dated

1.0 RESPONSIBILITIES FOR THE ELECTION PROCESS

1.1 Sudden Valley Board of Directors (#6)

- Is ultimately the responsible to ensure that elections are conducted in accordance with the bylaws (Article III, A, (1))
- Sets the dates of all AGMs and SGMs
- Proposes appropriate dues and special assessments to fund the proposed budget
- Determines the agenda of these meetings
- Determines the measures to be voted upon by the members and the wording of the same, except for any measures placed on the ballot by members' petition.
- Provides funding for the expenses of each election
- Conducts all AGMs and SGMs
- Announces the election results
- Coordinates with N&E and Staff as necessary
- Proofs the final ballot

1.2 N&E (#6)

- Ensures the integrity of the election process
- Prepares communications to advertise open elected positions and submits that to the Communications Committee and Staff for posting.
- Solicits and coordinates with staff to review bids for printing and mailing of election materials (See Section 4.3.1)
- Approves election materials as worded by the Board and oversees proofing of the final ballot
- Coordinates with Staff to ensure that the ballot packets are properly mailed to Association Members Unless a third party vendor conducts the election.
- Recommend and oversee outside vendors for the election process.
- Audits master registration spreadsheet of voted ballots prepared by staff for accuracy of vetting, registration and signatures on return envelopes.
- The audit is jointly performed by two members of the committee and one Staff person.
- The Staff person's role is vetting and the N&E's role is to ensure the spreadsheets information is correct.
- Certifies results to the President of the Board.

1.3 Administrative Staff (#6)

The Administrative staff provides logistical support for all elections. This support includes:

- Assist drafting all documentation including the Countdown Calendar (See Appendix on p.2)
- Vet all Candidates to ensure they are in good standing
- Schedule/reserve facilities for meeting and counting
- Ensure timely printing and mailing of ballots unless a third party vendor conducts the election and mails ballots
- Assists with collecting ballot packet materials (See Section 4.3.2)
- Provides the member mailing list (See Section 5.2.2)
- Assists vetting and registering (See Section 5.2.6)
- Issue and track replacement ballots to members (See Section 5.2.4 and 5.2.9) unless a third party vendor conducts the election and provides replacements
- Provides equipment and supplies as necessary
- Works with N&E and the Board to create ballot templates and draft voting booklet materials (See Section 4.3.3)
- Schedules Parliamentarian and Board pre-meeting (See Section 4.6)
- Staff, in coordination with the Master Counter, creates tally sheets to use for counting votes and organizing ballots unless a third party vendor conducts the election.
- Process returned envelopes unless a third party vendor conducts the election.
- Create and provide master list for registration confirmation for In-Person voting (See Section 6.1.3)
- Provides Election Results PowerPoint template for Master Counter or N&E to complete
- Provides any needed materials to N&E the Monday following the election to allow for final certification to be completed
- Maintains all records
- Coordinates with the N&E and Board as necessary

1.4 Master Counter

If a third party vendor is retained by N&E to conduct the AGM or SGM election, a Master Counter is not required. If the AGM or SGM is conducted by N&E with volunteers, a Master Counter is required as follows: The Master Counter is recruited by N&E at least six weeks before the General Meeting. The Master Counter should have previous experience working as a volunteer in the SV General Election Counting Room or be willing to be trained for the position. Additional skills of a Master Counter should include:

- Experience training and leading groups of people.
- Ability to maintain a neutral, bias-free environment in the Counting Room at all times.
- Available to attend N&E meetings as needed in preparation for Association elections and/or certification of election results.
- Organization and planning skills.
- Ability to work with numbers and with a wide range of individuals.

SVCA – N&E Manual

The Master Counter's primary responsibility is to manage and ensure the security and accuracy of the ballot preparation and counting process. In addition, the Master Counter will:

- Lead recruitment, training and assignment of volunteers in the Counting Room; N&E will assist with recruitment as needed.
- Provide N&E and Admin Staff with the list of volunteers no later than one week before the General Meeting.
- Supervise and lead all activities in the Counting Room.
- Determine the Counting Room setup, flow and process.
- Work with Admin Staff in the creation of forms and ordering of supplies and materials needed for the ballot preparation and counting process.
- Confer with N&E members when voter intent issues occur during the ballot preparation and counting process.
- Provide uncertified voting results to Staff for presentation at the General Meeting by the Board President.

1.5 Volunteers

If the election is conducted by a third party vendor, a few volunteers from the membership are needed to assist the vendor with ballot envelopes and to assist N&E with in person voting the morning of the AGM or SGM. If the election is conducted by N&E, Volunteers are needed to assist with the general meeting for the following activities:

- Ballot preparation and counting - Usually there are eight (8) to twelve (12) pairs of counters dependent on how many ballots are returned and the number of issues on the ballot. Each team consists of two individuals that work together to process ballots.
- Completion of Master Tally Sheets - normally two (2) to four (4) teams of experienced counters.
- General Meeting registration staffing
- Floor vote collection; Other assignments as needed

2.0 BYLAWS GOVERNING THE N&E COMMITTEE

The purpose of the N&E is to ensure the integrity of Association's elections. The following Bylaws reference the purpose, tasks and responsibilities of the N&E. See the current copy of the Bylaws for specific referenced sections.

2.1 Bylaw Article II: Association: Meetings, Quorum, and Voting

Section 3 Notice of Meeting

Section 7 Voting (d) (i)

Section 7 Voting (d) (ii)

2.2 Bylaw Article III: Board of Directors: Composition, Meetings, Powers

Section 3 Nominations of Directors (a) (b) (e) (f)

2.3 Bylaw Article V: Committees

Section 3. Nominations and Elections Committee (a-k)

3.0 OPERATIONS OF THE N&E (#7)

- 3.1 The chair and secretary are elected at the first N&E meeting after the November election and the chair sits as a non-voting member of the Board. Article V of the

- Bylaws, Section 3, describes the internal rules of the N&E.
- 3.2 The N&E shall meet a minimum of four (4) times during the year. However, when preparing for an election, more frequent meetings may be required. Volunteers from the community are solicited by the N&E for various tasks.
 - 3.3 The N&E will have staff post a Notice of Meeting and agenda of the N&E forty-eight (48) hours before any N&E meeting (Article V, Section 1(a)(ii)). The Association Staff will post the meeting on the message board at the Administration building and the Association website.
 - 3.4 Minutes of every meeting will be prepared by the Secretary of the N&E and submitted to the N&E Committee for approval. Once approved, the minutes will be forwarded to Staff for inclusion and posting on the website.

4.0 PREPARATION FOR AN ELECTION

4.1 Candidate Solicitation

- 4.1.1 The AGM is held on the first Saturday in November. Bylaws (Article II, Section C)
- 4.1.2 Timeframes for an SGM will be set pursuant to the Election Calendar timeframes for that specific election. (Bylaws, Article II, Sections 2 and 3 and RCW 64.38.035)
- 4.1.3 In June, before the deadline for the July Views, the Chair will submit an article to the Views Editor announcing the timeline for the AGM.
- 4.1.4 During July and August, the N&E will publicize the need for candidates for the Board, N&E, and ACC and will arrange to have notice of the number of positions needed posted pursuant to the Bylaws, (Article VI, Section 3) and, in the Views.
- 4.1.5 In July, before the deadline for the August edition of the Views, the Chair will submit an article to the Views Editor announcing Board, N&E, and ACC openings. The article will include the solicitation of candidates for open positions on the Board, N&E, and ACC Committees. The article will provide instructions for applying for the positions, as well as the deadline for submitting an application. The deadline to submit applications to the Administration office is the Tuesday after Labor Day by the close of business. Any application received after this deadline will not be accepted. See Section 11.0 for Board vacancies
- 4.1.6 Association Members who are interested in running for an open position must use the current year application package. The package is available from the Administration Office, from the pamphlet distribution center next to the Administration Office or can be downloaded from the Sudden Valley website. Members should state on each application only a single position for which they are running. A separate application is required for each position (a member may not hold more than one elected position at a time).
- 4.1.7 The N&E will meet in early September after the closing date for

- submission of applications to confirm the eligibility of the candidates. The N&E will open the applications and check them for signatures and whether any additional information needs to be provided. Staff will vet each candidate application and they will be sorted into open positions. N&E will create name slips for the random drawing to determine the order in which the candidates' names appear on the ballot.
- 4.1.8 Each candidate must be listed on the property deed, must be a member in good standing as of the date of application and remain so. A candidate may apply for a position and be listed on the ballot using the name they are known as in the community, rather than the name listed on the property deed. (#4)
- 4.1.9 The N&E secretary will record the following in the minutes of the meeting: how the drawing was conducted, the specific order of the names drawn, who was present, and who officiated.
- 4.1.10 Once candidate applications have been accepted, the N&E will send a letter to each eligible candidate seeking additional information. All candidates shall be asked to furnish a maximum 100-word digital biography and photograph for the Views. In addition, candidates for the Board will be asked to submit a maximum 500-word essay stating their vision for the Valley. These will be printed in the October Views so the membership will be aware of the candidates' backgrounds, experience and views. The biographies will be a part of the official Association Notice of Meeting voting packet mailed to each member. Before submission to the publisher candidates may review their information for typographical errors.
- 4.1.11 The N&E Chair will have staff post the names of the qualified candidates on the Association website. The N&E Chair will give the Views Editor the names of the candidates for the October issue. (See Section 4.4.3).
- ~~4.1.12 After two (2) business days (ending at close of business on the second day) from the drawing date, no candidate withdrawals will be accepted.~~
- 4.1.12 A candidate who wishes to withdraw shall provide written notice to the Chair of Nominations and Elections and to the Board President. No reason for withdrawing need be given. Submission of such a withdrawal constitutes the candidate's express consent for Sudden Valley to notify members of the candidate's withdrawal. Any withdrawal shall be effective on the date that it is first received by the Chair of Nominations and Elections or the Board President. The SVCA will provide notice to the membership of a candidate's withdrawal via official SVCA notification channels only up to the time the ballots are printed. Thereafter, SVCA shall not provide notice of a withdrawal.
- 4.1.13 Votes cast for a candidate who has formally withdrawn their application shall be counted and reported. Regardless of the number

of votes received, any votes cast for a candidate who has withdrawn will be ignored for purposes of determining which candidates received a plurality of votes.

4.2 Candidates Forum(s)

- 4.2.12 The Candidates' Forum (Forum) is a showcase for the candidates.
- 4.2.13 The Forum will be scheduled, managed, and moderated by the Communications Committee.

4.3 Approval of Voting Packets in Preparation for Printing

- 4.3.12 If the election is to be conducted by a third party vendor, by July the N&E committee will solicit bids from qualified vendors and choose one
 - * SEE FUNCTION OF A THIRD PARTY VENDOR
- 4.3.13 If the election is to be conducted by N&E and volunteers, In July, the Chair of N&E will meet with Staff to begin the process of selecting a printer/mailer for the AGM materials. Staff will solicit bids from three (3) companies for the Committee Chair to review and select a vendor.
- 4.3.14 A voting packet shall consist of:
 - Mailing envelope to members (marked OFFICIAL BALLOT)
 - Measure/Candidate Booklet which includes:
 - a. President's Letter
 - b. Meeting Agenda
 - c. Measure Descriptions
 - d. Candidate Biographies
 - e. Voting Instructions
 - Voting Ballot
 - Secrecy Envelope (white)
 - Return Envelope (blue) – Shall consist of deadline information, required Member information, including a signature line.
- 4.3.15 The N&E will meet in August to consider changes to the templates of AGM ballots, return and secrecy envelopes, and to review voting instructions prior to printing and mailing.
- 4.3.16 The N&E shall check document items for accuracy and ensure that the information is easily understood.
- 4.3.17 *Ballots will contain a 'water-mark' for safety and security. Staff and the N&E Chair will decide on the water-mark design for the current election.
- 4.3.18 *Printing and mailing arrangements of these items will be handled by Staff.
- 4.3.19 In addition, the Board shall adopt the agenda for all

- elections prior to the printing and mailing of voting materials.
- 4.3.20 Ballot measures will be proofed by the Board before final submission to Association legal counsel.
- 4.3.21 *Once approved by counsel, staff will submit ballot materials to the printer or vendor
- 4.3.22 When the final proofs have been returned from the printer, representatives from the Board and N&E will ensure their accuracy by comparison to the submissions.

4.4 Mailing the Voting Packets

- 4.4.12 Election materials must be mailed not less than thirty (30) days or more than fifty (50) days prior to the date of the Election as the Bylaws require. NOTE: RCW 64.38.035 (2) states, “Not less than fourteen nor more than sixty days in advance of any meeting of the association, the secretary or other officers specified in the bylaws shall provide written notice to each owner of record . . .”
- 4.4.13 Failure to mail on time will result in rescheduling the Election, incurring significant added expense including reprinting and remailing.
- 4.4.14 Voting packets will be delivered by mail and include one ballot per lot. Owners of multiple lots will receive separate voting materials for each lot owned. In the event of joint ownership of one lot, the ballot will be mailed to the address of record with the Association, or as determined by the Association.
- 4.4.15 Voting packets will be sent to the Board President, the Secretary of the Board, and Administration at the corporate address and to the Parliamentarian as proof that the mailing was done on time.
- 4.4.16 When the voting packets are mailed, Staff will move the ballot box to the Admin hall opposite the window for collection of voted ballots.

4.5 Official Election Day Observers

- 4.5.12 The N&E shall accept applications from members to view the processing of the returned ballots for an AGM or SGM (i.e. Observers). Interested members should contact the N&E Chair for an application to become an observer. Up to three (3) Observers will be authorized at any given time to be in the processing area where the ballots are opened, processed, and counted. Interested members are to apply through N&E. If more than three individuals apply, names will be drawn by lot by the N&E.
- 4.5.13 The following procedures will be strictly enforced for all Observers during the time they are present in the processing/counting area:
- A designated area will be provided for Observers to sit.

- At no time will any Observers talk to or with any person(s) working in the processing/counting area during the counting process.
- No cell phones are allowed in the processing/counting area, and observers may not communicate any observations until after the election results have been reported.
- No recording of this area is allowed by observers as this may allow individual votes on ballots to be viewed/recorded.
- No materials are to be removed from or placed into items such as, but not limited to, purses, bags, briefcases, laptop bags, etc.
- Should an Observer have any question(s) about the ballot processing, they are to raise their hand and a member of the N&E will respond and provide/obtain the answer.
- Failure to follow any of these procedures, or any others as directed by the N&E Chair or Master Counter, will result in immediate removal of the Observer from the Counting Room.

4.6 Parliamentarian

Staff will contact a Parliamentarian to schedule their attendance at any election, per the Bylaws. This should be coordinated with the Board Secretary.

5.0 BALLOTS

5.1 Returned Ballot Deadline

- 5.1.1 All mailed-in or personally delivered ballots must be received at the Administration office before the close of business the Friday before the AGM or SGM to allow time to process the ballots.
- 5.1.2 Any ballots returned to the Office after close of business on Friday will not be registered or counted. A member may still register and vote in person the morning of the AGM or SGM.

5.2 Registration of Voted Ballots * see function of third party vendor

- 5.2.1 Ballot registration is the key to producing an accurate record of votes. This record provides for essential cross checking and validation, or invalidation, of ballots received. The record will also verify the number of votes. That number should correspond to the actual number of ballots received, minus any undeliverable or invalidated ballots.
- 5.2.2 The address list supplied by Staff for the mailing of ballots is used as the basis of the master list for registering returned ballots. As ballots are returned and verified they shall be registered as Undeliverable, Pre-Meeting, Day Of, Replacement, Budget-Only, and Returned Late status. This list is then used by N&E and/or a third party

- vendor . The results of section 9.1 are used to generate the Results Report and Record that is submitted as certification of the election.
- 5.2.3 As ballots are received at the corporate address (4 Clubhouse Circle, Bellingham, WA 98229), Staff will deposit ALL returned envelopes into the ballot box, including those ballots that were marked as undeliverable. Ballots shall never be handled alone by any one person; neither the N&E or administrative staff. If we have contracted a third party vendor for the election, ballots will be mailed to the election vendor post office box.
- 5.2.4 Unless the election is conducted by a third party vendor, Staff will attempt to contact members about any returned undeliverable ballots to see if information on file requires updating and to re-issue a ballot to a corrected address if possible. Any ballots placed in the after-hours drop shall also be placed in the ballot box by staff. If members come to the window to drop off ballots Staff will encourage them to place their ballot in the ballot box to avoid handling or ballots being left on the counter.
- 5.2.5 N&E will provide a calendar to the ASM of the day and time each ballot registration will be done in order to reserve space and schedule Staff time.
- 5.2.6 The N&E Committee will collect and register the ballots from the ballot box each week until the AGM/SGM. They will take the ballots to the reserved space to date stamp, check signatures, register, vet and place alphabetically in the locked cases. If the election is conducted by a third party vendor, updated lists provided by the vendor of mailed ballots received will also be periodically vetted and added to the master registration list. A Staff member will be designated to assist with vetting and registering each time the Committee counts. The registered ballots will then be secured in the locking cases until they are counted. The cases are placed in a closet in a secure location for safekeeping until counting begins. The N&E Chair will retain the keys to the boxes and the closet. All handling of the ballots will be conducted by two or more N&E Committee members or an N&E Committee member and an N&E volunteer.
- 5.2.7 The master registration list will be maintained by N&E with Staff creating a duplicate master registration list. Staff will assist with vetting the received ballots by providing a list of delinquent members. Once N&E and Staff vet the received ballots the noted delinquent members will be contacted by Staff. A log of member contacts will be kept by Staff and made available to the Committee to determine any change in status each time a count is performed. The ballots of any members found to be delinquent in dues when vetted will be segregated and registered as such. Until such time as the dues are made current, the ballots will remain “budget only” ballots.
- 5.2.8 N&E and Staff will be available at the deadline for voting, which is close of business the Friday prior to the general meeting. The ballot

box will immediately be emptied and moved to avoid any late ballots from being inserted. Any ballots received after the close of voting for mail in ballots will be considered “LATE” and need to be marked as such by Staff, with the actual ballot(s) or a digital image of the ballot envelope conveyed to N&E for registration and storage .

- 5.2.9 If a member has not received a ballot or lost their ballot, Staff will issue a replacement ballot, unless the election is conducted by a third party vendor. In that case the vendor will issue replacement ballots. A list of replacement ballots will be kept, and the master registration spreadsheet **MUST** be updated. Confirmation of the current owner needs to be confirmed. A person may not pick up or request a replacement ballot for someone else.
- 5.2.10 *A replacement ballot without a properly signed and completed return envelope will not be counted.
- 5.2.11 *Replacement ballots must arrive at the Administration office before close of business on the Friday before the election or at the vendor office at a time determined by the vendor. The date and time for the vendor cut off will be published in the voter pamphlet
- 5.2.12 *Each replacement ballot request shall be recorded by Staff or by vendor and tracked by the member’s division and lot number in order to guard against errors.
- 5.2.13 If duplicate ballots are received, the ballot with a current owner's earliest postmark or date stamp will be accepted as the valid ballot.
- 5.2.14 *When extra ballot materials are received from the printer they will be counted for accuracy and stored in the ASM’s office. An inventory list will be made and randomly audited by N&E. A list of replacement ballots is to be maintained at the front desk for anyone issuing replacement ballots. The ASM will issue stacks of materials to the front desk and record the disbursement. A log will be kept for anyone needing access to the materials in the ASM’s office. A final audit will be done at the end of the voting process.
- 5.2.15 *Staff will handle the mailing of voting materials to new owners. The new owners’ names will be recorded in the registration spreadsheet and the prior owners’ names removed from the original list or indicated with a strikethrough.
- 5.2.16 County election officials will be contacted to retrieve any SVCA ballots accidentally placed in the County ballot box located by the Security office in Gate 1. A member of N&E and Staff will be present if meeting at the collection box. If county officials drop off ballots at Administration then Staff will place them in the SVCA ballot box.
- 5.2.17 A member can also register and vote the day of the AGM or SGM meeting with a special ballot issued during the morning’s registration

5.3 Budget-Only Ballots - Delinquent Dues

Note: All members may vote on the budget, even if they are not current in the payment of their dues, per SVCA Bylaws Article II, Section 7.

- 5.3.1 During registration delinquent member ballots will be registered and segregated until such time as they become current. Staff will create a list of these members. (See Section 5.3)
- 5.3.2 Staff will update this list until the completion of the registration process including member contact information regarding delinquent fees and if the member wishes to bring their account current in order to vote a full ballot.
- 5.3.3 Conversions of the final delinquent ballots are done after the AGM or SGM has begun to ensure that the member has every opportunity to pay their dues and vote.
- 5.3.4 The returned delinquent ballots cast by members who are not current in payment of their dues are marked with an “X” by an N&E member crossing out all Board and N&E candidates and measures other than the budget measure. No special ballots are needed.

5.4 Invalidated Ballots

- 5.4.1 Ballots or sections of ballots will be invalidated for these reasons:
 - If they are torn or marred beyond legibility.
 - If the outer envelope is unsigned and the member cannot be contacted to sign it.
 - If voted for more candidates or issues than allowed.
 - If the member is not in good standing the ballot is valid only for the Budget. Any other measures voted on will not be counted.
 - If multiple votes for a single lot are received, only the first valid ballot cast will be counted. The ballot must be signed by the owner of record as of the date of the AGM
 - All invalid voting documents must be preserved by N&E in case of a challenge. Only N&E members can invalidate a ballot. The total number of invalidated ballots is needed to certify the election.

5.5 Duplicated Ballots

If it appears that someone has fraudulently duplicated ballots, legal advice should be obtained immediately from the association attorney.

5.6 Undelivered/Returned Ballots

- 5.6.1 If a third-party vendor is used, 5.6 is handled by the vendor.
- 5.6.2 Should a ballot be returned as undeliverable, Staff shall attempt to contact the member to inform them that their ballot has been returned and to determine if an address correction is needed.
- 5.6.3 Any undelivered ballots that cannot be reissued shall be collected and retained with the other voting materials. All such ballots will be tallied on the master registration list in the appropriate column.
- 5.6.4 N&E notes on the Master Registration Spreadsheet which ballots

have been returned as undeliverable and whether or not that ballot has been reissued.

5.7 Proxy Ballots (#1)

Proxy definition: Washington State Law requires homeowner association members be allowed to vote in person or by a proxy at a meeting of the membership. A proxy is a designated agent who serves in a member's place at the AGM or SGM. Proxy also refers to the written authority designating the agent and giving that agent the right to act for the member. At the AGM or SGM meeting the proxy can vote, raise a point of order, speak, or do anything the member can do at a general meeting.

Proxy limits: SVCA Bylaws (Article II sec 7(e)) specify "***Once a vote is cast, it may not be changed.***" By state law, a proxy agent is limited to casting their ballot from the meeting floor while the AGM or SGM is in session. The proxy's ballot is collected with any other ballots voted from the floor of the meeting. On the other hand, a mailed in ballot or drop box ballot or a morning of the AGM/SGM ballot is cast before the AGM/SGM begins, so will always be cast before a proxy ballot can be cast. The first ballot cast is the ballot that is tallied.

Additionally, the existence of a registered proxy does not prevent an owner of that property from casting their ballot by mail or drop box or from voting the morning of the AGM/SGM. Their ballot will be cast before a proxy ballot can be cast. The first ballot cast is the ballot that is tallied.

Designating a proxy agent: Any member can designate a proxy by completing the required paperwork. A property can have as many proxies as it has individual owners listed on the deed.

Proxy agent requirements: The designated agent must be a SVCA member in good standing and remain so while serving as an agent. Proxy agents cannot give anything of value to a member in order to be designated the member's proxy. Proxy agents cannot receive anything of value in return for their services. A proxy agent cannot accept more than 5 proxies per AGM or SGM. This is to discourage the practice of "ballot harvesting".

Proxy forms and processes: Instructions on how to obtain and return a proxy request form are included in the AGM or SGM Voter Booklet. Beginning October 1st, a member wishing an original SVCA proxy form may address their written, signed, hard copy request to the N&E Committee, in care of the SVCA Administration Office, 4 Clubhouse Circle, Bellingham, WA 98229. The member will be mailed an official, numbered hard copy form to fill out designating their proxy agent.

An owner of multiple lots must execute and submit a proxy individually for each lot.

A member must mark their choice of a "Directed Proxy" or a "General Proxy" and complete the information for that section on the form.

The directed proxy instructs the proxy agent how to mark their ballot.

Unfortunately, there is no way to insure the designated agent votes as directed. This

is a risk inherent with proxies.

The General proxy form does not instruct the designated agent how to vote.

Both Directed and General proxies expire immediately after the AGM or SGM meeting is adjourned.

The member will need to date and sign the proxy as well as have it notarized.

Once the form is completed, the member will need to deliver the proxy form to the designated agent in time for them to date, sign and have the form notarized and returned to the N&E committee to register.

To be valid, the proxy must be returned directly to the SVCA offices in a sealed return envelope addressed to the N&E Committee in care of the SVCA Administration Office, 4 Clubhouse Circle, Bellingham, WA 98229 no later than close of business the Friday before the general meeting. A completed proxy may be dropped in the Ballot Box at Administration or mailed as directed above.

The N&E Committee will register the proxy and issue a receipt to the agent to allow them to obtain a special ballot to vote at the AGM. Proxy ballots will be issued the morning of the general meeting during morning voting hours.

6.0 **ELECTION DAY**

6.1 **Registration**

- 6.1.1 If a third-party vendor is used, the vendor handles distribution of the ballots.
- 6.1.2 The day of registration is staffed by two volunteers and a staff member who is authorized to accept payments. These three people employ the Master Registration Spreadsheet and an eligibility list provided by Staff to enable members to vote on the day of the election.
- 6.1.3 Members may be registered, vetted, and issued a special stamped ballot to vote the day of the election. Registration begins at 9:00 am and closes at 12:00 noon. Members are encouraged to vote their ballot and leave the room. Campaigning is discouraged while other members are marking their ballots.
- 6.1.4 Staff will provide to volunteers a list of members for vetting purposes the day of the election.
- 6.1.5 The registration volunteers will use the provided eligibility list to confirm eligibility. If a member is ineligible they should be directed to the attending Staff member who is empowered to collect payments. The attending Staff member will then inform the registration volunteer of any change in the member status.
- 6.1.6 If a member is not in “good standing”, the registration volunteer will cross out with an “X” on the ballot all the measures and candidate

votes that are not related to the budget, and mark the ballot “BUDGET ONLY”. This ensures that the counters will count only the measure relating to the budget.

- 6.1.7 The registration volunteer can check the Master Registration Spreadsheet to determine if a lot has already voted.
- 6.1.8 If a lot has already voted, an N&E member may retrieve the return envelope to verify the signature of the person who previously voted that lot. If a discrepancy arises, the N&E Chair or designee should be consulted for a judgment on this matter.
- 6.1.9 All ballots that are cast on the day of the meeting must have been pre-marked with a unique differentiating feature. Ballots returned to the counting room without the differentiation will not be counted.
- 6.1.10 An N&E member will monitor the ballot box located in the registration area for those who want to cast their vote in the morning, the day of the meeting, before 12:00 noon.

7.0 ELECTION RESULTS

Once all ballots are tallied, the Master Counter or the N&E Chair will enter results on the PowerPoint slides provided by Staff and give them to the N&E Chair, who will then provide the slides to the Board President. The Board President will then announce the results to the assembly.

8.0 RECOUNT

- 8.1 A recount will automatically be triggered for any measure on the ballot if the results show a spread of less than eight (8) votes.
- 8.2 In the event a recount is needed in an election conducted by N&E and volunteers, the counters will be reconvened, along with the Master Counter, N&E and Administrative representatives, at a time and place to be determined by the Board, to accomplish the recount. If the election was conducted by a third party vendor, the vendor will conduct the recount.
- 8.3 The same procedures outlined in this counting section must be followed. Recount results will be given to the N&E Chair and posted on the association website.
- 8.4 A member may request a recount of a vote by submitting a written request to the Board. This request needs to be made within 5 business days of the election regardless of final certification. The request shall state the justification for questioning the accuracy of the vote and if the entire ballot is to be recounted or only a specific item. A fee or bond shall be required to offset the cost of conducting the recount.

9.0 ELECTION CERTIFICATION

- 9.1 To certify the election results, the N&E Chair will gather copies of all the final

registration reports, Master Tally Sheets and forms used to calculate the election results at the Certification Meeting. The number should correspond to the actual number of voted ballots received, minus the invalidated ballots. This allows for cross checking and validation of ballots received.

- 9.2 The results on Election Day are to be considered ‘un-official’ until completion of the certification process which ensures that all ballots have been accounted for. The certification is conducted by the Master Counter and the N&E Committee as they were present during the election process, along with any new N&E members and new N&E Chair. Within 10 days of the AGM/SGM, the chair of N&E reports to the Board of Directors the results of the certification.
- 9.3 The certification originals are kept in the Administration records. All envelopes/ballots received, minus all voided ballots, will equal the total votes cast. The results will be documented and certified by the N&E Chair. This Election Certification Statement will be submitted to the Secretary of the Board and the Views Editor.

10.0 ARCHIVING VOTING MATERIALS

AGM/SGM voting materials will be held for 90 days after said election. All ballots and balloting materials will either be shredded or disposed of at this time. PDF copies of the following documents will be retained by Administration for a period of 2 years.

- 10.1.1 President’s Letter
- 10.1.2 Agenda
- 10.1.3 Mailing/Registration Lists
- 10.1.4 Master tally sheets
- 10.1.5 Election Certification Spreadsheet
- 10.1.6 AGM/SGM Results Report
- 10.1.7 Third-party Election Vendor Certification

11.0 Filling a Board Director Vacancy Between AGMs (#2, #3)

11.1 Bylaws related to Board Vacancy

Board vacancies are described in the SVCA Bylaws Article III, Section 3. Nomination of Directors and in Section 6. Vacancies.

Article III Section 3(a):

If a vacancy occurs at any other time, the Nominations and Elections committee shall solicit candidates at least 30 days prior to appointment by the Board.

Article III, Section 3(b):

To be eligible for appointment to the Board, all candidates must be members in

good standing and remain so. Candidates must submit a disclosure of Interest Statement to the Nomination & Election Committee in the form prescribed by the committee by close of business within the prescribed opening for applications.

Article III, Section 3(c):

The term of office of a Director who has replaced a Director by appointment shall last until the conclusion of the following Annual General Meeting and until a successor is elected. No Director shall be eligible for election to the Board for more than two (2) consecutive terms plus the unexpired portion of a term to which appointed.

Article III Section 6. Vacancies:

If a director ceases to be a member of the Board, for any reason excluding temporary suspension as set forth in Section 5 above, the Board shall immediately request the Nominations and Elections Committee to submit not less than one (1) nominee more than the number of vacancies to be filled. The remaining directors shall, by majority vote, elect the required successor(s) from the nominees who shall serve until the conclusion of the following Annual General Meeting. The Board shall endeavor to fill any such vacancy within sixty (60) days.

11.2 Board Vacancy Procedure

Each Candidate must be a member in good standing as of the date of the application, remain in good standing through the appointment, and be listed on the property Deed. A candidate may apply for a board position using the name they are known as in the community, rather than the name listed on the property deed. The following procedures will be used to solicit applications and fill the vacancy. (#4)

1. The Board will announce the resignation and instruct the N&E Chair to post notice to the membership announcing the vacancy and instructions for applying, and the deadline for submission.
2. The application period shall be for 30 days or a longer time determined by the Board. (Article III section 3)
3. Should no applications be received during the initial application period an extension of an additional 30 days will be announced and notification will go out to the membership.
4. Any notices will be posted by N&E to the SVCA website, the Views, and Member Announcements.
5. N&E will furnish the application forms to Staff. Staff will provide hard copies at the Admin Office and post blank forms online for members to download.
6. A published deadline date and closing time of the Admin Office on that day will be included in vacancy notice instructions. Completed applications must be hardcopy and received at the Admin Office by the published deadline. Emailed applications will not be accepted.
7. Once candidate applications have been submitted, the application period

has ended and the candidates have been vetted, the N&E Chair will announce to the Board that a date for interviews and voting can be set, The Board will determine their interview process and date. N&E will inform the candidates of the process and confirm their attendance

8. The N&E Committee will hold a random drawing to determine the interview order.
9. Interviews are normally conducted prior to the regularly scheduled board meeting. Interviews and voting are only necessary if there are more candidates than there are open positions. Depending on the number of candidates, the meeting may start as early as 6:00pm.
10. If voting is required, the candidate is chosen by a majority vote of the Board members in open session. The voting process is handled by N&E. If a consensus isn't reached, the board must continue voting until a majority for a candidate is reached.
11. The Board president announces the new director(s) , the new director joins the Board, and the meeting continues.

Addendums A, B, & C cover N&E and SVCA volunteer conducted elections

Addendum A - Counting Room Procedures

A. Counting Room

The Counting Room is the designated location where ballot preparation and counting are conducted for Sudden Valley Association Elections. Procedures and activities in the Counting Room are determined, managed, and led by the Master Counter. Counting Room setup and procedures are designed to maximize the security and integrity of the election process.

Anyone working or observing in the Counting Room will follow these rules:

- All items such as purses, bags, briefcases, laptop bags, etc. are to be placed in a secured designated area away from the ballot counting area.
- At no time are any items to be added and/or removed from a personal bag and placed on the work table.
- Cell phones are to be turned off or at a minimum set to vibrate.
- Voice levels are kept to a minimum so as not to disturb others.
- Political views are to be kept to oneself.
- Balloting materials being processed are not to be removed from the Counting Room.

A.1 Ballot Flow

"Ballot Flow" refers to the direction (or path) that the ballots follow during the preparation and counting process. It is important to establish a flow that keeps the ballots moving in one direction (from the input table to the counters to the temporary storage table). The Master Counter establishes the ballot flow for the Counting Room. This flow may change depending on the Counting Room and includes:

- Location for processed and unprocessed ballots.
- Setup of tables and chairs for ballot preparation and counting.
- Designated marked bins or envelopes for Pre-Election, Registration Day, and Election Floor ballots until they are put into the counting process.
- Designated location for election observers.

A.2 Ballot/Envelope Storage

Proper locking devices will be placed on all ballot containers and secured in the appropriate place as designated and agreed to by the N&E Chair and Association Staff. A designated staff member and the N&E Chair shall be the sole custodians of keys to locking devices/doors that secure the voting materials and ballots.

Ballots are delivered to the Counting Room in locked cases and are in alphabetical order by the first letter of the voter's last name. Once the ballot preparation and counting process begins, ballots and ballot materials are secured in locked cases and stored in a locked closet located in the Multipurpose Room in the Community Center. Empty blue ballot envelopes are returned to the locked case and placed back in alphabetical order by the first letter of the voter's last name.

A.3 Ballot Definitions

Ballots will be organized and identified when they are received. Accounting for the total number of Pre-Election, Saturday Registration, Floor, and Budget-Only ballots is critical to ensuring the integrity and accuracy of the ballot count. For clarity, ballot types and their definitions follow:

- **Pre-Election ballots** are any and all ballots received by mail or personally returned to the administration office by close of business the Friday prior to the Election.
- **Saturday Registration ballots** are all ballots received the day of the Election, except those that are voted from the floor during the meeting. These ballots must have a differentiating feature to be valid.
- **Floor ballots** are the ballots voted from the floor during the Meeting. These ballots must have a differentiating feature to be valid.
- **Budget-Only ballots** - Ballots of members not in good standing; the budget measure is the only section of the ballot that will be counted. These ballots are clearly identified as "Budget Only" when they are introduced into the ballot process.

Addendum B - Ballot Preparation and Counting Process

Before ballot preparation and counting begins, the N&E will verify that the actual number of ballots received match the actual number of registered voters marked as ballot received on the master registration list. Ballots are vetted and approved for counting prior to their delivery to the Counting Room.

The Master Counter manages the opening and processing of the ballots; N&E oversees the overall Election process. The Master Counter also assigns Counting Room volunteers in teams, each consisting of two individuals who work together throughout the ballot preparation and counting process.

N&E, Staff, the Master Counter, volunteers, and up to three (3) authorized observers, will convene in the Counting Room on Friday prior to the Election at 1:00 pm to begin preparation and counting of the ballots. They will reconvene at approximately 10:00 am on Election day to complete ballot preparation and counting.

B.1 Ballot Preparation

The ballot preparation process for Pre-Election ballots involve three phases:

1. Opening ballot envelopes
2. Opening and bundling secrecy envelopes/ballots
3. Numbering ballots

The ballot preparation process for Saturday Registration and Floor Ballots involve two phases:

1. Verification of validity of ballot(s)
2. Bundling and numbering ballots

B.1.1 Opening Ballot Envelopes

Each volunteer team is given a stack of unopened blue ballot envelopes by the Master Counter for processing. Steps include:

- Open the blue ballot envelopes with the letter opener provided.
- Remove white secrecy envelope from the blue ballot envelope. Stack the white secrecy envelopes in one pile and the blue ballot envelopes in a second pile.
- If the ballot card is not in a white envelope, place it in an empty white envelope provided, seal it, and place it in the stack with the other white envelopes.
- If there is more than one white secrecy envelope in the blue ballot envelope, keep them in the blue envelope and signal the Master Counter. This ballot envelope with the multiple secrecy envelopes will be removed from the stack, documented, and not be counted.

- Signal the Master Counter for another stack of blue ballot envelopes and continue to process until all the blue ballot envelopes have been opened.
- Once all white secrecy envelopes are removed from the blue ballot envelopes, sort the sealed secrecy envelopes into stacks of twenty-five (25) and place a rubber band around each stack.

B.1.2 Opening and Bundling Secrecy Envelopes/Ballots

Each volunteer team is given a stack of unopened white secrecy envelopes by the Master Counter for processing. Steps include:

- Open the white secrecy envelopes with the letter opener provided, one stack of twenty-five (25) at a time.
- Remove the ballot from the white secrecy envelope and stack the ballots in one pile and the empty white secrecy envelopes in a second pile.
- If there is more than one ballot in the white secrecy envelope, keep the ballots in the white secrecy envelope and signal the Master Counter. This secrecy envelope and the multiple ballots will be removed from the stack, documented, and not be counted.
- Count the ballot cards to verify there are twenty-five (25) in the stack and place a rubber band around the complete stack. Signal the Master Counter if you have a stack of ballots less than twenty-five (25).
- Align the holes in the white secrecy envelopes to be sure they are empty.
- Signal the Master Counter for another stack of secrecy envelopes and continue until all secrecy envelopes are processed.

Saturday Registration and Floor Ballots

- Ballot cards are checked for validity - a differentiating feature must be on the ballot card to continue processing the ballot. If a ballot card does not have the differentiating feature, signal the Master Counter.
- Sort the valid ballots into stacks of twenty-five (25) and place a rubber band around each stack and signal the Master Counter.

B.1.3 Numbering Ballots

Ballots are numbered to provide an audit trail to randomly check counts during the certification process or to verify tallying of votes. One to three volunteer teams will number ballots. Each team is given a stack of twenty-five (25) ballots and a Tally Sheet by the Master Counter for processing. Steps include:

- Remove the rubber band from the stack of twenty-five (25) ballots. Consecutively number each ballot at the top right front side of the ballot using the auto-numbering electronic machine or stamp.
- The number that is stamped on each ballot will coincide with the ballot number located in the left column of the Tally Sheet provided.
- Restack the twenty-five (25) ballots in sequential number order, wrap the stack with the corresponding Tally Sheet with the print side out and place a rubber band around the stack and set aside.
- Continue this for each batch of twenty-five (25) ballots until all stacks have been numbered and appropriate Tally Sheets attached. Signal Master Counter as stacks are completed.
- Ballots are now ready for counting.

B.2 Ballot Counting

Ballot Counting includes the following:

1. Over vote/Non-vote determinations
2. Ballot tallying

B.2.1 Over Vote/Non-Vote Determinations

Over Votes - An over vote occurs when a voter selects more candidates or choices than are allowed in a given race or referendum. (e.g. A voter votes for six (6) candidates when the maximum votes allowed are for four (4) candidates or a voter checks both YES and NO for a measure when only one selection is allowed)

Non-Votes - A no- vote occurs when a voter selects no candidates or fewer choices than are allowed in a given contest or referendum. (e.g. A voter votes for four (4) candidates when the maximum votes allowed are six (6) or a voter casts no votes for a measure)

Candidate Over or Non-votes:

Over vote: If a voter casts votes for more candidates than the maximum allows (e.g. votes for 6 candidates and the maximum allowed is 4), this is an over vote and invalidates that section of the ballot. *No votes are to be tallied on the Tally Sheet* for any candidates in that specific section. In this case, the team member enters "4 OV" in the OV/NV column of the tally sheet for that specific ballot, which is the maximum number of votes allowed for that section .

Non-vote: If a voter votes for no candidates or fewer candidates than the maximum allows (e.g. votes for 3 candidates and the maximum allowed is 6), this is a non-vote situation. *These votes are to be tallied on the Tally Sheet* for that specific section. In this case, the team member also enters "3 NV" in the OV/NV column of the tally sheet for that specific ballot, which is the difference between actual votes cast and the maximum votes allowed (6 votes allowed - 3 votes cast = 3).

Measure Over or Non-votes -

Over vote: If a voter casts both a YES and NO vote for the measure, this is an over vote and invalidates that section of the ballot. *No votes are to be tallied on the Tally Sheet* for that specific measure. Enter "1 OV" in the OV/NV column of the tally sheet for that specific ballot.

Non vote: If a voter does not vote for the measure, this is a non-vote situation. *No votes are tallied on the Tally Sheet* for that specific measure as the voter did not check a selection. Enter "1 NV" in the OV/NV column of the tally sheet for that specific ballot to indicate the maximum votes allowed.

B.2.2 Ballot Tallying (See Appendix for Tally Sheet examples)

- Each volunteer team is given one batch of twenty-five (25) ballots by the Master Counter to tally.
- Each batch of twenty-five (25) ballots is wrapped with a tally sheet which is used to tally the votes. The number stamped at the top of each ballot card corresponds to the ballot number in the left column of the tally sheet.
- Each section of the ballot must be counted. (e.g. BOD Candidates, ACC Candidates, N&E Candidates, Measures)
- Prior to tallying any votes, check the ballot for over votes or non-votes.
- One team member reads the stamped ballot number and how the ballot was voted for the section being counted. (e.g. Ballot number 25, Measure 1, "No" vote) The other team member marks how that ballot was voted by placing a forward slash (/) in the proper field of the Tally Sheet.
- Once all sections of all twenty-five (25) ballots have been tallied, the member marking the Tally Sheet will add and enter the column totals at the bottom of the Tally Sheet.
- Team members reverse roles and repeat the counting process a second time. The team member tallying the second count will mark the Tally Sheet by forming an "X" to the original forward slash (/) as the votes are read off.
- If counts are not in agreement with the original team member, there's an error. If the counting team cannot resolve it, notify the Master Counter for resolution.

- Once all sections of all twenty-five (25) ballots have been tallied and totaled, and team members are in agreement, the tally sheet is signed by each team member and wrapped around the ballots with the print side out. The rubber band is placed around the stack and set aside. Signal the Master Counter for another stack of ballots to process.
- **Budget-only ballots** - the budget measure is the only section of these ballots that are tallied.

Addendum C - Election Results - Uncertified

The uncertified election results process was created to include several checks and balances to ensure the accuracy and security of the vote count. The process includes:

1. Master Tally Sheet summary
2. Grand Master Tally Sheet summary
3. Uncertified election results

C.1 Master Tally Sheet Summary (See Appendix for Master Tally Sheet examples)

- Individual Tally Sheet totals are entered onto Master Tally sheets by one (1) to four (4) experienced volunteer teams.
- The Master Counter will give each team stacks of twenty-five (25) tallied ballots to process. One team member will call out the Tally Sheet number and its totals while the second team member enters the totals onto the appropriate line of the Master Tally Sheet. (e.g. Tally Sheet 1, Candidate 1, 5; Candidate 2, 8; Measure 1, Yes 20, No 5).
- Team members reverse roles and repeat the process a second time.
- If totals are not in agreement with the first team member, there's an error. If the team cannot resolve it, notify the Master Counter for resolution.
- Once each stack is completed, rewrap the Tally Sheet around the ballots with the print side out. Team members place their initials on the top right corner of the Tally Sheet, place the rubber band back around the stack and set it aside.
- The Team continues to process each stack of tallied ballots until they are all completed.
- Once all Tally Sheet totals have been transferred to the Master Tally Sheet(s), column totals are summed and entered at the bottom of the sheet.
- Each team member confirms the column totals are correct. Team members sign the Master Tally Sheet and signal the Master Counter when completed.

C.2 Grand Master Tally Sheet Summary (See Appendix for Grand Master Tally Sheet examples)

- The Grand Master Tally Sheet breaks down vote counts and totals by ballot type (e.g. Pre-Election ballots, Saturday Registration ballots, etc.), grand totals for each contest and percentage of votes cast by contest.
- The Master Counter enters Master Tally Sheet totals onto the Grand Master Tally Sheet. These totals will be verified by one of the Master Counter teams.
- Once completed and verified, the Master Counter and Master Counter team signs the Grand Master Tally Sheet.

C.3 Uncertified Election Results

- The Master Counter will enter Grand Master Tally Sheet totals and percentages into the PowerPoint slides provided by Staff as Uncertified Election Results.
- The Uncertified Election Results will be delivered to Staff to setup for the Board President to announce the results to the members.
- Election results will not be communicated in the Counting Room prior to the official meeting announcement.

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- All Tally Sheets, Master Tally Sheets, and Grand Master Tally Sheets are stored with the processed ballots in a locked case and stored in the locked closet in the Multipurpose Room until the Election Certification Meeting is held.

Petition Process Addendum D**September 1, 2022**

Petitions that are submitted to the HOA should have the following required fields: Printed Name, Signature, and Street Address. The petition should also include an optional field of Lot/Division. Below is the reasoning for each of these criteria:

Street Address - is used to determine if the person signing the petition has a property within Sudden Valley.

Printed Name - is used to cross-reference the current database of properties in Sudden Valley to see if the individual who signed is an owner. This should be the full printed name of the individual present. If the name isn't listed in full, it may be removed during the verification process.

Signature - is the person who is signing's method of stating I agree with this petition.

Lot/Division - this is used in the event that the handwriting is illegible and the street address cannot be made out.

Above are the only fields that are required to verify the petition signers. If you have additional fields that you would like to include, you may include additional fields, like a phone number or email address, to verify the signature of the individuals submitting the petition. When turning in the packet of petitions, please include the name, email address, and phone number of a representative of the petition so if there are any issues, that representative can be contacted.

Finding volunteers

The process of locating volunteers should be as unbiased and impartial as possible. When a petition is submitted, you should find volunteers from the petition supporters and another from its opposition. This way, both sides are represented.

Volunteers can be solicited by the N&E committee directly, via a letter in the views (if time permits), or posted on social media or on the Sudden Valley Website for volunteers. Reminder, since the volunteers are not publicly elected officials, and elections can be polarizing events, keeping their identity private is suggested. If the volunteers decide to publicly disclose who they are, that is their prerogative.

Vetting process

Since the vetting process involves the committee member looking up members and disclosing their mailing addresses or lot and division information. The vetting process should not be streamed in an effort to protect people's identities.

Print a list of all owners sorted by street address. This process works best by having three people verify the petition. If you have three people. One to read the addresses aloud and two to check the printed database. Have an elected N&E committee member handle the petitions, **do not let volunteers touch the petitions.**

Vetting process continued

The N&E member will read the address aloud. The volunteer will locate that street address on the printout and read the name associated with the deed. The N&E Committee Member will acknowledge whether that name is on the petition or not.

If the name matches what is on the petition, the volunteer will add a mark on their printout indicating this address has been verified.

If the name does not match, have the N&E Chair verify the digital database to see if there is a discrepancy and if that individual should be counted. If so, the volunteer will add a mark for that address. If the signer is not valid, the N&E member will mark it as invalid on the petition along with the reason.

When the elected N&E member finishes with a petition page, they will count up the number of valid signatures and add a number to the bottom of the page.

If there is a disagreement on if a petition signature is valid, the N&E Committee will decide and move forward to the next signature. This process shouldn't be placed on a volunteer.

Counting the total number of signatures

After all petitions have been reviewed. The person with the printed database will count up all of the marks they have added to the printout. Meanwhile, the elected N&E committee member will add up all of the numbers they have marked at the bottom of each page. Once both parties have come to their completed numbers, the totals will match.

If none of the numbers match, the petitions will need to be recounted by starting the process over. If the petition total matches one of the printed sheets, cross-reference the two printouts and see which printout is different and reconcile them against the petitions.

What is a valid petition signature?

During the above process, the N&E member will review the signers of the petition to verify that there is a printed name, signature, and street address. If any of those fields are missing, that signer does not count towards the petition.

The name must be written in full. If the name is written as J Doe, and the owner is named John Doe, there isn't a way to verify that J Doe is, in fact, John Doe, and that signer would be removed from the petition.

If someone writes their name as J Edward Doe, and the deed states John E Doe, that is a valid entry. However, if they wrote their name as Edward Doe and the deed states, John E Doe, that signature cannot be verified that Edward is the same person, and that signature is removed from the petition.

If the name on the petition does not match our records, the petition signer does not count toward the total number of collected signatures. For example, if Jane Doe signs the petition but only one person John Doe is listed on the deed, then Jane's signature is removed from the petition.

If you have a deed that belongs to Jane Doe and John Smith and the petition signer signed by Jane Smith. This is counted as a valid signature.

If you are going through the addresses and someone has signed twice, the second one is an invalid signature.

If you are going through the addresses and the deed shows two owners of a property, and each of them sign, only one of the signatures are valid. They count as one.

If someone has five properties and they sign for all five properties, then that is five petition signatures. Additionally, if someone has five properties and they sign for one property, that is only one petition signature.

If someone is listed on the deed as Richard Nixon, and they signed Dick Nixon, verify that Dick is a common nickname for Richard. Similarly, Sally is a nickname for Sarah. If it is a common nickname, then it is a valid signature. This can be done with a quick internet search.

What to do about invalid petition signatures

If you reach 10% of the total owners who have signed the petition, you don't need to move forward with the invalid signature process since the petition is valid.

If when you complete the count and the total number of signatures is short, reach out to the petition sponsor and notify them that the petition failed and why it didn't meet the criteria.



Sudden Valley Community Association
360-734-6430
4 Clubhouse Circle Bellingham, WA 98229
www.suddenvalley.com

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: General Manager
Date: April 27, 2023
Subject: Capital Request – Welcome Center HVAC Change Order

Purpose

To request approval of a change order to capital project 9723.08 for the installation of an HVAC system in the Welcome Center.

Background

The Board of Directors approved the allocation of \$48,404.00 from CRRRF for the installation of an HVAC system in the Welcome Center on April 13, 2023 and approved a contract in the amount of \$42,274.81 for this work on April 27th. The difference between the approved amount of \$48,404.00 and the contracted amount of \$42,274.81, is explained by the application of a discount for the negotiated payment terms. Copies of the initial request and the executed contract are attached.

Analysis

The HVAC system was installed and is functioning well. Marr's Heating completed the work on time and made every effort to minimize the disruption of our offices. Unfortunately, when the final inspection was completed by Whatcom County, they identified that additional components were required to meet code. When asked why they did not make these requirements known earlier, when the permit application was submitted, they said that they were "very backed up" due to being short-staffed. Three estimates were obtained from vendors other than Marr's and none of those estimates included these components, although one noted that these components were not included.

The cost of purchasing and installing the new components was originally estimated by Marr's Heating to be \$10,500.00, before tax. Due to the circumstances, I was able to negotiate a 50% discount on the quoted price and I am requesting your approval of a change order for \$5,701.50 (\$5,250 - labor & materials + \$451.50 – sales tax). This brings the total cost of this project to \$47,976.31, which is still less than the originally approved \$48,404.

Request

Request that the SVCA Board of Directors approve a change order in the amount of \$5,701.50 to the current contract with Marr's Heating and Air Conditioning for the installation of an HVAC system in the Welcome Center.

Motion

Move that the SVCA Board of Directors approve a change order in the amount of \$5,701.50 to the current contract with Marr's Heating and Air Conditioning for the installation of an HVAC system in the Welcome Center.

Board of Directors Approval

Approved: _____ Not Approved: _____ SVCA Board of Directors



Sudden Valley Community Association
360-734-6430
4 Clubhouse Circle Bellingham, WA 98229
www.suddenvalley.com

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: April 13, 2023
Subject: Capital Request – Welcome Center HVAC

Purpose

To request approval for purchase of an HVAC system for the Welcome Center.

Background

The Welcome Center is heated by electric wall heaters that operate independently. There is no cooling system currently installed. For the comfort of both staff and guests and to ensure temperatures remain at an appropriate and consistent level, an HVAC system is needed.

Proposal

In the fall of 2022, three local HVAC contractors were asked to provide recommendations for how best to heat and cool the building. When asked to update their bids in 2023, only one of these contractors responded, and has not yet updated their quote. A fourth contractor, Marr's Heating and Air Conditioning, was brought in to provide an estimate. While all of the contractors suggested installing heat pumps, the recommendations differed on the type and number of units needed. A summary of the quotes provided is shown in the table below:

Contractor	Date of Estimate	Pre-Tax	Total
Marr's Heating and Air Conditioning	4/5/2023	\$ 44,524	\$ 48,404
Andgar Mechanical	8/26/2022	\$ 39,381	\$ 42,768
Lynden Sheet Metal	10/6/2022	\$ 39,380	\$ 43,255
Barron Heating and Air Conditioning	9/15/2022	\$ 52,388	\$ 56,894

I recommend going forward with Marr's Heating and Air Conditioning. Their estimate is more thorough and comprehensive than the others we received. A detailed analysis of the structure was completed, with an overview provided of why the system they recommend is the best option over alternative methods. Additionally, their pricing includes elements of work that the lowest bidder did not, such as electrical work. Marr's heating also includes a lifetime workmanship warranty as well as a one-year satisfaction guarantee. The estimate and supplemental information that Marr's Heating provided make them the preferred option, even if the other vendors had updated and honored their original quotes.

In the 2023 Capital Budget, \$40,000 was allocated to the replacement of a portion of the HVAC system serving the Clubhouse. Repairs were made in 2022 to the Clubhouse HVAC system and it

is functioning appropriately. I recommend deferring the Clubhouse HVAC repair and using that budgeted amount to fund this project.

Request

Request that the SVCA Board of Directors approve the allocation of \$48,404 from CRRRF for the installation of an HVAC system in the Welcome Center.

Motion

Move that the SVCA Board of Directors approve the allocation of \$48,404 from CRRF for the installation of an HVAC system in the Welcome Center.

Board of Directors Approval

Approved: _____ Not Approved: _____ SVCA Board of Directors



BILL TO

Mike Brock
 1850 Lake Whatcom Boulevard
 Bellingham, WA 98229 USA

ESTIMATE 41707366	ESTIMATE DATE Apr 05, 2023
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JOB ADDRESS

Mike Brock
 1850 Lake Whatcom Boulevard
 Bellingham, WA 98229 USA

Job: 41385385

ESTIMATE DETAILS

- Bosch Heat Pump & Air Handler BOVA15 w/ Ductwork System:
- Remove and recycle existing equipment
 - Set new equipment and adapt with custom sheet metal fittings as needed
 - Seal new duct connections per code and company standards
 - Run new copper refrigerant line set per company standards
 - Refrigerant lines shall be brazed with nitrogen purge
 - Refrigerant lines shall be pressure tested at manufacturer recommended PSI
 - Refrigerant lines shall be evacuated into a deep vacuum below 300 microns
 - Evacuation of refrigerant lines shall pass decay rate test
 - All holes drilled in home shall be sealed with proper sealant or weatherproof fittings
 - Outdoor unit location is to be prepped with gravel before cement pad is set
 - New Heat Pump Thermostat shall be installed and configured including lockout settings
 - Multi-point digital start-up checklist shall be performed including airflow and subcooling
 - Job site shall be cleaned to Marr's Heating Standards
 - Free Tune-up performed 1 year from installation date free of charge

CASH, CARD, CHECK or our 18 MONTH FINANCING will REMOVE 8.5% OFF TOTAL AMOUNT SHOWN

This system is designed to heat/cool the offices on the North side of the building

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Refrigerant Safety caps (anti huff)	1.00	\$0.00	\$0.00
2	Condensate drain overflow safety lockout (Prevents water damage from clogged condensate drain line)	1.00	\$0.00	\$0.00
3	Titan wall piping penetration system	1.00	\$0.00	\$0.00

4	Perform preventative Maintenance one year after installation	1.00	\$0.00	\$0.00
5	Surge protector	1.00	\$0.00	\$0.00
6	Honeywell Prestige Heat pump thermostat with outdoor sensor is included with system Brochure-click here	1.00	\$0.00	\$0.00
7	Class B Electrical permit	1.00	\$36.00	\$36.00
8	Basic permit city/county single unit	1.00	\$126.00	\$126.00
9	Honeywell F-100 Media air filter and cabinet Brochure-click here	1.00	\$420.00	\$420.00
10	Electrical - Connect new equipment to existing panel	1.00	\$1,920.00	\$1,920.00
11	Difficult attic 25 ft return duct up to 18 in. including elbows and upsizing	1.00	\$2,643.00	\$2,643.00
12	Return air box fabricate and cut in (price is per cut-in)	1.00	\$694.00	\$694.00
13	Steel insulated trunk up to 18 in. per section	2.00	\$966.00	\$1,932.00
14	Boot cut in and install up to 4-14 boots, hardwood, carpet, laminate,drywall (price is per boot)	8.00	\$169.00	\$1,352.00
15	25ft Flex run up to 9 in (per run)	8.00	\$591.00	\$4,728.00
16	Bosch IDS LITE 3 Ton Heat Pump System: IDS Inverter Model group: BOVA15 15 Seer Bosch Air handler Model group: BVA15 Psc single stage standard efficiency fan Warranty: 1 yr. labor 10 yr. parts (see Warranty terms) Brochure-click here Bosch Heat Pumps	1.00	\$16,627.00	\$16,627.00
17	Discount per Caleb if accepted by 4/14	1.00	\$-1,800.00	\$-1,800.00
18	Cash/card or optional Financing promo: 0% Down, 0% APR for 18 Months on approved credit Click to apply for financing. Discount is already applied below.	1.00	\$0.00	\$0.00

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$28,678.00
TAX	\$2,466.31
TOTAL	\$31,144.31

Thank you for choosing Marr's Heating & Air Conditioning

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary [above] is furnished by Marr's Heating & Air Conditioning as a good faith estimate of work to be performed at Mike Brock[the location described above] and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree to the estimate and authorize [the contractor] to perform the work as summarized and on these estimated terms, and I agree to

pay the full amount for all work performed.

Sign here

Date



BILL TO

Mike Brock
 1850 Lake Whatcom Boulevard
 Bellingham, WA 98229 USA

ESTIMATE 41707221	ESTIMATE DATE Apr 05, 2023
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JOB ADDRESS

Mike Brock
 1850 Lake Whatcom Boulevard
 Bellingham, WA 98229 USA

Job: 41385385

ESTIMATE DETAILS

- Mitsubishi 3 Headed Ductless Heat Pump System (Scope of work): -Outdoor unit location is to be prepped with gravel before cement pad is set
- Outdoor unit will be set on risers per code and company standards
 - Outdoor unit will have seismic straps per code and company standards
 - Indoor units shall be secured and mounted properly per company standards
 - Run new Insulated copper refrigerant line set per company standards
 - Refrigerant lines shall be flared and torqued to manufacturer specifications
 - Refrigerant lines shall be pressure tested at manufacturer recommended PSI
 - Refrigerant lines shall be evacuated into a deep vacuum below 300 microns
 - Evacuation of refrigerant lines shall pass decay rate test
 - Paintable Refrigerant line cover shall be installed per company standards
 - All holes drilled in home shall be sealed with proper sealant or weatherproof fittings
 - Multi-point digital start-up checklist shall be performed
 - Job site shall be cleaned to Marr's Heating Standards
 - Surge Protection shall be installed per company standards
 - Free Tune-up performed 1 year from installation date free of charge

CASH, CARD, CHECK or our 18 MONTH FINANCING will REMOVE 8.5% OFF TOTAL AMOUNT SHOWN

This system is designed to heat/cool the offices on the South side of the building and the second story break room

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Refrigerant Safety caps (anti huff)	1.00	\$0.00	\$0.00
2	Perform preventative Maintenance one year after installation	1.00	\$0.00	\$0.00
3	: Surge protector	1.00	\$0.00	\$0.00

4	Electrical - Connect new equipment to existing panel	1.00	\$1,420.00	\$1,420.00
5	Mitsubishi GI Series head Model: MSZGL18NA-U1 18,000 btu Warranty: 1 yr. labor 12 yr. parts (see Warranty terms)	1.00	\$2,425.00	\$2,425.00
6	Mitsubishi GI Series head Model: MSZGL06NA-U1 6,000 btu Warranty: 1 yr. labor 12 yr. parts (see Warranty terms)	2.00	\$1,925.00	\$3,850.00
7	Mitsubishi GI Series head Model: MSZGL09NA-U1 9,000 btu 9,000 btu Warranty: 1 yr. labor 12 yr. parts (see Warranty terms)	1.00	\$1,965.00	\$1,965.00
8	Mitsubishi Multi-zone Outdoor unit Model: MXZ4C36NA2-U1 36,000 btu Warranty: 1 yr. labor 12 yr. parts (see Warranty terms) Brochure-click here	1.00	\$7,272.00	\$7,272.00
9	Speedichannel Lineset cover	2.00	\$507.00	\$1,014.00
10	Discount per Caleb if accepted by 4/14	1.00	\$-1,500.00	\$-1,500.00
11	Instant PSE Midstream Cash Rebate	1.00	\$-600.00	\$-600.00
12	Cash/card or optional Financing promo: 0% Down, 0% APR for 18 Months on approved credit Click to apply for financing. Discount is already applied below.	1.00	\$0.00	\$0.00

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$15,846.00
TAX	\$1,414.36
TOTAL	\$17,260.36

Thank you for choosing Marr's Heating & Air Conditioning

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary [above] is furnished by Marr's Heating & Air Conditioning as a good faith estimate of work to be performed at Mike Brock [the location described above] and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree to the estimate and authorize [the contractor] to perform the work as summarized and on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date



Proposal

6920 Salashan Pkwy, A-102
 PO Box 2708
 Ferndale WA 98248
 Email: kevinw@andgar.com

Office: (360) 366-9900
 Fax: (360) 366-5800
<http://www.andgar.com>

To: Sudden Valley Maintenance	Phone: 360-778-2223	Date: 8-26-22
	Project: Sun Mark Bldg HVAC Upgrades 1850 Lake Whatcom Blvd Bellingham, WA	
Attention: Mike Brock (mike.brock@suddenvalley.com)		

Base Bid – HVAC

Provide and install:

- 1 each Daikin VRVs (or equal), 4-Ton, 16-SEER, 208/230-Volt, 1-Phase, outdoor heat pump
- 1 each Daikin VRVs (or equal) 4-ton, heat pump, indoor air handler. Note: air handler will be located in the 1st floor closet
- 1 each Daikin VRVs (or equal), 2.5-Ton, 16-SEER, 208/230-Volt, 1-Phase, outdoor heat pump (Multi Zone)
- 1 each Daikin 18-MBH, wall mounted indoor wall hung, heat pump, air handler will be mounted on the 2nd floor area
- 2 each Daikin 09-MBH, wall mounted indoor wall hung, heat pump, air handlers will be mounted in the South office areas
- Necessary controls for our scope of work
- Ductwork distribution per Andgar design
- Necessary line sets from outdoor units to indoor air handlers
- Necessary condensate drains
- Necessary grilles, registers & diffusers
- Start & test
- Permit
- One year warranty

Exclusion: Electrical line voltage, control wiring in conduit, P.E. Stamped Drawings, framing, equipment screening, fire rated soffits & chaseways, fire and/or fire smoke dampers, plumbing, painting, equipment walkways and/or platforms, work performed before 6:00-AM or after 6:00-PM, economizers, DOAS system(s) if required, Washington State Sales Tax

Total Price for the Base bid is \$ 39,381.00

Terms as specified in contract or: Monthly Billings; Net 30 days from invoice

Note: If non-contributory/primary named additional insured is required, our insurance company requires forms CG 0001 and CG 76 35.

All material is guaranteed to be as specified. All work to be completed in a professional 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 Worker's Compensation Insurance.

Authorized Signature: _____ *Kevin G Wight* _____

Kevin G Wight

Note: This proposal may be withdrawn by us if not accepted within 45 days.

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

Signature: _____

Date of Acceptance: _____



LYNDEN SHEET METAL, INC.

837 Evergreen Street, Lynden, WA 98264 (360)354-3991, (360) 354-1219 fax
www.lyndensheetmetal.com ~ Contractor's License #LYNDEI*206DM

PROPOSAL

PROPOSAL SUBMITTED TO: SUDDEN VALLEY COMMUNITY ASSOCIATION	PHONE: 360-778-9393	DATE: 10/6/2022
MAILING ADDRESS: 4 CLUBHOUSE CIR.	JOB DESCRIPTION: NEW HVAC - CENTRAL AND DUCTLESS	
CITY: BELLINGHAM	JOB SITE ADDRESS: 1850 LAKE WHATCOM BLVD	
CONTACT: MIKE	EMAIL:	

Job Scope:

Central HVAC

- Provide and install an American Standard Silver 16 side discharge heat pump paired with an American Standard TEM 6 air handler. Install 10-ceiling registers in offices and common areas and 1- return air grille in common area by bathroom. Air handler and ducting to be installed in attic.

Included:

- Condensate drained to exterior.
- Exterior linesets installed in speedi channel.
- Outdoor unit set on pad on West side of building.
- Electrical wiring by licensed electricians.
- Electrical wiring permits.

Complete for above scope of work-----

SYSTEM PRICE**

**Cash/ Check price. Sales tax will be added to this price.

\$22,965.00

Ductless Minisplit

- Provide and install a Mitsubishi multizone ductless heat pump with 3-zones on South side of the building supplying single upstairs room and lower rooms where central system cannot reach.

Included:

- Condensate drained to exterior.
- Exterior linesets installed in speedi channel.
- Outdoor unit set on pad on South side of building.
- Electrical wiring by licensed electricians.
- Electrical wiring permits.

Complete for above scope of work-----

\$ 16,865.00

Notes:

- Bid does not include anything not listed above.
- **Completion of work subject to Whatcom County mechanical permitting approval.**

Current sales tax will be added all prices.

Thank you for the opportunity to quote this project for you. If you have any questions, please don't hesitate to contact me. If you wish to proceed with the work, please circle chosen options, sign acceptance and return to us along with down payment.

Proposal Submitted by Andrew Rivas

This proposal may be withdrawn or prices updated if not accepted within 15 days of proposal date.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner. Any alteration from above specifications involving additional work will only be executed upon approval of the homeowner or contractor acting on their behalf & will be an extra cost above the estimate. Installation time frame is contingent on being able to obtain the necessary equipment and on previously committed projects and delays beyond our control. Our worker's are covered by Labor & Industries Insurance.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. I authorized LSM to do the work. Payment will be made as outlined above. If I cancel the work, I realize I may be subject to a restocking fee on any ordered equipment.

Date _____ Signature _____



5100 Pacific Hwy #103, Ferndale WA 98248 Phone (800) 328-7774 (360) 676-1131 <https://barronheating.com>

BILL TO

Sudden Valley Community Association
 4 Clubhouse Circle
 Bellingham, WA 98229 USA

ESTIMATE 134900875	ESTIMATE DATE Sep 15, 2022
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JOB ADDRESS

Sudden Valley Community Association
 1850 Lake Whatcom Boulevard
 Bellingham, WA 98229 USA

Job: 128517257

TASK	DESCRIPTION	QTY
THX	Thank you for choosing Barron Heating & Air Conditioning Our Mission: Improving Lives This Proposal Includes: 1. Layout to determine location of new supply air ducts on the main floor 2. Installation of new heat pump and air handler for the north end main floor. 3. Install backup heat strip for air handler 4. Installation of new ductwork for air handler 5. Install a 3 head ductless system to condition the two southern end main floor offices and upstairs 6. All electrical service disconnects and hookups for new systems 7. Installation of new thermostat for heat pump system This Proposal Does Not Include: 1. Cutting holes in tile for new supply air registers 2. Sheetrock repair 3. Painting of line-hide on exterior of building	1.00
HVAC Design Layout	Perform Layout to Confirm HVAC Design	1.00
6" Flex Supply Run Kit	Install 6" Insulated Flex Supply Air Duct	1.00
SDW-2001 (HIL.02.35)	Install Return Air Ductwork With a Capacity of 3.5 Tons	1.00
ACT-1195	Disclaimer: Holes in floor for new ductwork will need to be cut by other contractor prior to install. Layout to determine location of holes	1.00

ACT-1190	Disclaimer: Supplemental heat recommended for the coldest days, and for rooms/areas not conditioned with ductless	1.00
S-PERM200 (EIL.00.00)	Electrical Permit	1.00
S-PERM210 (HIL.00.00)	Low Voltage Permit	1.00
S-PERM100 (HIL.00.00)	Mechanical Permit	1.00
DV36FECC14	Furnish and Install Daikin FIT Air Handler, Model: DV36FECC14	1.00
	<ul style="list-style-type: none"> • Air Handler - Variable Speed ECM Motor • Capacity: 3 Tons Multi-Positional • 21"W x 53.5"H x 21"D • 15A Lineset: 3/8"x7/8" 	
Daikin DV36FECC14		
HKSC10XC	Furnish and Install Daikin Electric Strip Heat, Model: HKSC10XC	1.00
	<ul style="list-style-type: none"> • Daikin Electric Strip Heat • Capacity: 10kW 60A 	
Daikin HKSC10XC		
DZ17VSA361AA	Furnish and Install Daikin FIT Heat Pump, Model: DZ17VSA361AA	1.00
	<ul style="list-style-type: none"> • Heat Pump Condensing Outdoor Unit - Modulating • Capacity: 3 Ton - 36K BTU • Efficiency Rating: 10 HSPF 62dBA • 36.625"W x 27.375"H x 13.75"D • 25A Lineset: 3/8"x7/8" 	
Daikin DZ17VSA361AA		
DTST-CWBSA-NI-A-01	Furnish and Install Daikin ONE+ Programmable Thermostat, Model: DTST-CWBSA-NI-A	1.00
	<ul style="list-style-type: none"> • WiFi • 4H/2C 	
Daikin DTST-CWBSA-NI-A		
3MXS24RMVJU	Furnish and Install Daikin MXS Mini-Split Outdoor Unit, Model: 3MXS24RMVJU	1.00
	<ul style="list-style-type: none"> • Multi-Zone mini-split heat pump outdoor unit • Capacity: 2 Ton - 24k BTU 3 Port • Efficiency Rating: 12.5 HSPF 54dBA • 20A Lineset: 1/4"x1/2" 	
Daikin 3MXS24RMVJU		

FTXS15LVJU **Furnish and Install Daikin Indoor Unit, Model: FTXS15LVJU** 1.00

- Multi-Zone Wall Mount Indoor Unit
- Capacity: 1.25 Ton - 15k BTU | Multi-Zone
- 41.375"W x 13.375"H x 9.75"D
- Lineset: 1/4"x1/2"

Upstairs Unit

Daikin FTXS15LVJU

FTXS12LVJU **Furnish and Install Daikin Indoor Unit, Model: FTXS12LVJU** 1.00

- Multi-Zone Wall Mount Indoor Unit
- Capacity: 1 Ton - 12k BTU | Multi-Zone
- 31.5"W x 11.625"H x 8.5"D
- Lineset: 1/4"x3/8"

Downstair Southeast Office

Daikin FTXS12LVJU

FTXS09LVJU **Furnish and Install Daikin Indoor Unit, Model: FTXS09LVJU** 1.00

- Multi-Zone Wall Mount Indoor Unit
- Capacity: 3/4 Ton - 9k BTU | Multi-Zone
- 31.5"W x 11.625"H x 8.5"D
- Lineset: 1/4"x3/8"

Downstairs Southwest Office

Daikin FTXS09LVJU

SUB-TOTAL	\$52,388.13
TAX	\$4,505.38
TOTAL	\$56,893.51

You can pay your invoice online at <https://www.barronheating.com/make-payment> or [Pay Now](#).

Thank you for choosing Barron. We sincerely appreciate your business and hope that we exceeded your expectations. Please take a moment to [Review Us](https://www.youreview.us/barronheating) at <https://www.youreview.us/barronheating>.

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Did you know Barron offers a variety of energy solutions? From Energy Monitoring Services to Solar by Barron, our team can help you understand AND lower your energy costs.

Call our office or talk to your Barron technician for more information.

Barron Authorized Signature: _____ Date: _____

The expiration date of Barron Heating's Contractor Registration No. BARROHA179D7: October 23, 2022.

Sign here

Date

CONSTRUCTION CONTRACT

This Construction Contract, including all appendices, (the "Contract") is made and entered into by and between Owner and Contractor on the date of the last signature below for the construction of the project described below.

OWNER

Owner's Name	Sudden Valley Community Association
Address	ATTN: General Manager 4 Clubhouse Circle Bellingham, WA 98229
Telephone Number	(360) 734-6490

CONTRACTOR

Contractor's Name	Marr's Heating and Air Conditioning
Address	1677 Mt Baker Hwy Bellingham, WA 98226
Telephone Number	360-734-4455
Contractor's Authorized Representative	Caleb Brown
Federal Identification Number	91-1578171
Registration Number	MARRSHA070B7
Washington UBI Number	601-429-770

For and in consideration of the Contract Price noted below, subject to the terms and conditions contained herein, Contractor agrees to perform the following work (the "Work") in a timely and workmanlike manner, including supplying all necessary supervision, materials, equipment, supplies, and skilled and sufficient workforce to fully, completely, and faithfully comply with all the terms and conditions of this Contract.

1. **PROJECT.** The Project is described as follows:

Project Name: Welcome Center HVAC

Project Location: 1850 Lake Whatcom Boulevard, Bellingham, WA 98229

2. **WORK.** The Contractor agrees to perform the following Work in accordance with all applicable laws, codes, and industry standards to construct the Project as follows:

Installation of a new HVAC system at the Welcome Center per Marr's estimates 41707366 and 41981353 attached to this Contract. Marr's will provide necessary permitting, installation of system, and final permit sign offs as necessary.

(Insert and list above a precise description of the Work covered by this Subcontract, referring to the numbers of drawings and pages and/or sections of specifications including any applicable addenda and/or alternates, etc.)

3. **CONTRACT DOCUMENTS.** In addition to this Contract and the enclosed Standard Contract General Conditions, the Contract Documents for this Contract consist of:

Description of Document	Date
Marr's Estimate 41707366	4-5-23
Marr's Estimate 41981353	4-15-23

Any conflicting provisions in the Construction Documents shall be interpreted harmoniously if possible or, in the event they cannot be reconciled, then they shall be interpreted in the manner most favorable to the Owner, and the interpretation shall be governed in the following priority:

- i. This Contract;
- ii. Any drawings and/or specifications provided by the Owner;
- iii. Any Change Orders executed by and between the Owner and Contractor after execution of this Contract; and
- iv. The Contractor's Proposal.

4. **CONTRACT PRICE.** The Owner shall pay the Contractor \$42,274.81 per attached quotes, for all Work completed in conformance with this Contract and the Construction Documents. SVCA will pay a 50% deposit prior to starting, and the balance upon completion with permits having final sign off. The 50% deposit amount is \$21,137.41.

5. **TIME OF PERFORMANCE.** The Contractor shall commence construction as coordinated with SVCA (the "Commencement Date"), and Contractor shall complete all Work within 5 days of the Commencement Date (the "Contract Time"). The parties agree that time is of the essence of this Contract and the Owner will suffer damage and be put to additional expenses in the event that the Contractor does not have the Work substantially complete by the end of the Contract Time.

(CHECK IF APPLICABLE) Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the Owner liquidated damages of \$____ per day for each day that expires after the time set forth above, which the Contractor and Owner agree reasonably approximates Owner's actual damages.

6. **INSURANCE.** Contractor shall purchase and maintain insurance in the following amounts on a per occurrence and aggregate basis naming the Owner as an additional insured by endorsement. All such insurance shall be primary to any coverage carried by Owner. Contractor shall provide Owner evidence of such coverage prior to commencing the Work.

	Per Occurrence Coverage	Aggregate Coverage
General Commercial Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$250,000 or such higher amount as Contractor currently carries	NA

7. **GENERAL CONDITIONS.** The Standard Contract General Conditions (the "General Conditions") are attached hereto are incorporated herein by this reference.


8. **REPRESENTATIONS.** The Owner and the Contractor represent and warrant that the following statements are true and accurate:

THIS CONTRACT CONTAINS AN INDEMNIFICATION OF CERTAIN LIABILITIES AND A WAIVER OF CONTRACTOR'S TITLE 51 RCW IMMUNITY.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract, effective the date of the last authorized signature below.

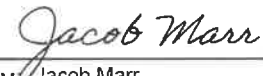
OWNER:

SUDDEN VALLEY COMMUNITY ASSOCIATION


 SAMUEL SHAHAN VICE-PRES,
 B' OF DIRECTORS
 Date: 4/21/2023

CONTRACTOR:

MARR'S HEATING AND AIR CONDITIONING


 By: Jacob Marr
 Its: Vice President
 Date: 4/20/2023

STANDARD CONTRACT GENERAL CONDITIONS

A. Subcontractors and Lien Releases. Contractor shall, upon request of Owner, provide a list of all subcontractors and suppliers of Contractor. Owner may request partial lien releases for all partial payments and a final lien release for the final payment to each subcontractor.

B. Scheduling. Owner shall give Contractor advance notice of anticipated starting date for Contract Work. Contractor shall start Work on the date agreed to by Owner and Contractor and shall complete the several portions and the whole of the Work herein described at such times as reasonably specified by the Owner in order to allow Owner to timely complete the Project. Contractor shall cooperate with Owner and other contractors hired by Owner to coordinate Work with other Contractors.

C. Payment. Contractor shall receive progress payments on a monthly basis for Work approved by Owner and all materials to be used on the Project which have been stored on site by Contractor. Contractor shall make applications for payment on a monthly basis by submitting a bill by the _____ day of the month (the fifth (5th) day of the month if not so stated). Applications for payment submitted by the Contractor shall indicate the percentage of completion of each portion of the Contractor's Work as of the end of the period covered by the application for payment. Contractor shall be paid for Work completed to date from Owner's last progress billing date. Owner shall withhold 5% retention from each progress payment. Retainage shall be paid within ___ days after the latest of the following: (i) Owner's approval of completion of the Work, (ii) close out of all paperwork required herein and (iii) receipt of required lien releases.

The Owner shall pay the approved amounts within _____ days (thirty (30) days if not so stated) of the date on which the application for payment is received.

Final payment for Work under this Contract shall be made within _____ days (thirty (30) days if not so stated) after Owner has approved the completion of the Work and Contractor has fulfilled each of its obligations under this Contract. As a prerequisite for any payment, Contractor shall provide, in a form satisfactory to Owner, partial lien releases, claim waivers and affidavits of payment from Contractor and its lower-tier subcontractors and suppliers of any tier, for the completed portions of Contractor's Work. Before issuance of the final payment, the Contractor shall submit evidence satisfactory to Owner that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Contractor's Work have been satisfied. Contractor shall provide Owner with a signed lien release before receiving final payment.

Contractor shall be entitled to payment by Owner of all undisputed amounts. In the event that the Owner disputes an amount, the Owner may withhold fifty percent (50%) of the disputed amount. Owner shall provide a written explanation of the reason for the dispute with the payment.

Owner shall be entitled, but not required, to issue two-party checks in the name of the Contractor and any of Contractor's subcontractors or suppliers, union(s) for which Contractor's employees are members, any union trust fund, medical fund or pension fund for which Contractor's employees are members.

Contractor may invoice for materials delivered to the jobsite and receive payment as outlined above. Materials delivered to the site, and not installed, shall be paid at invoice cost. Contractor shall pay its own subcontractors and suppliers all sums owed them within ten (10)

days of receipt of payment from or on behalf of Owner. Contractor agrees that no assignment of any payment otherwise due under this Contract shall be effective without first securing the express approval of any assignee to the limitations contained in this subsection.

D. Change Orders. Owner may, without invalidating this Contract, order in writing extra Work or make changes by altering, adding to, or deducting from the Work and the Contract price and time shall be adjusted accordingly. All such Work shall be executed under the conditions hereof. All Change Orders shall be in writing and signed by the Owner and Contractor. The Owner shall not be liable for any additional Work performed by Contractor unless such additional Work has been incorporated into a Change Order. **NO ORAL INSTRUCTIONS AUTHORIZING A CHANGE IN THE WORK, ADJUSTMENT IN THE CONTRACT SUM, MAXIMUM CONTRACT SUM, OR ADJUSTMENT IN THE CONTRACT TIME SHALL BE VALID OR BINDING ON THE OWNER.**

If additional Work has been fully accepted by Owner, payment shall be made to Contractor with the next regular payment as provided herein. Contractor acknowledges that, unless expressly stated otherwise within a written Change Order, any change in the Contract Price and Time effected through a written Change Order shall constitute full and final payment and accord and satisfaction for any and all cost incurred (including, but not limited to, home office and field overhead and profit), labor performed, material and equipment furnished, and any delay, acceleration, or loss of efficiency associated with or arising out of the change in the Work.

E. Nature of Work. Contractor has conducted a full examination of all relevant plans and specifications and is not aware of any defects or mistakes in the applicable plans and specifications that would make the Work not buildable according to the applicable plans and specifications, for the Contract Price provided herein and in the time provided for herein. Contractor has satisfied itself as to the nature and location of the Work, the character, kind and quantity of material to be encountered, the character, kind and quantity of equipment needed, the location, conditions and other matters which can in any matter affect the Work under this Contract agreement and acknowledges that Contractor has had a reasonable opportunity to examine the site.

F. Contractor Employer. Contractor has the status of "employer" as defined by the Industrial Insurance, Workers' Compensation, Unemployment Compensation, Social Security, and other similar acts of the federal, state, and local government. Contractor shall withhold from its payroll applicable Social Security taxes, Workers' Compensation and Unemployment Compensation contributions and any other lawfully required withholding and pay the same; Owner shall be in no way liable as an employer of, or on account of, any employees of Contractor.

G. Permits & Taxes. Contractor shall obtain and pay for all permits, fees, and licenses necessary for the performance of this Contract and shall pay any and all federal, state, and local taxes, applicable to the Work to be performed under this Contract. Contractor shall also be responsible for payment of state sales/use taxes applicable to the Work of Contractor.

H. Contractor Property. Materials delivered by or for Contractor and intended to be incorporated into the construction hereunder shall remain on the jobsite and shall become property of Owner upon incorporation into the Work. Contractor may repossess any surplus materials remaining at the completion of the Contract; provided, Contractor shall not charge Owner for any repossessed materials. All scaffolding, apparatus, ways, works, tools, equipment, machinery, and plans brought upon the premises by Contractor shall remain

Contractor's property. It shall be Contractor's responsibility to unload, store, and protect its property to bear the risk of loss thereof.

Materials delivered by or for Contractor and intended to be incorporated into the construction hereunder shall remain on the site and shall become property of Owner upon incorporation into the Work, but Contractor may repossess any surplus materials remaining at the completion of the contract; provided, however, Contractor shall not charge Owner for any repossessed materials. All scaffolding, apparatus, ways, works, machinery, and plants brought upon the premises by Contractor shall remain Contractor's property. It shall be Contractor's responsibility to unload, store, and protect its materials, to bear the risk of loss thereof and to protect such material against loss until actually incorporated into the Work and until the Work is accepted.

I. **Default and Takeover.** Upon three (3) calendar days' written notice to Contractor, Owner may terminate this Contract in whole or in part for Owner's convenience and/or at its option. Contractor's remedy for such convenience or optional termination is limited to the following: (1) payment pursuant to the terms of this Contract for all Work properly performed prior to termination; (2) partial payment for lump sum items of Work on the basis of the percent complete of such items at the time of termination; and (3) Contractor's reasonable close-out costs. In no event shall Contractor be entitled to any compensation for loss of anticipated profits or unallocated overhead on Work not performed.

Contractor shall be in default of this Contract if it refuses or fails to supply enough properly-skilled workers or materials, refuses or fails to make prompt payment to subcontractors or suppliers of labor, materials or services, fails to correct, replace, or re-execute faulty or defective Work done or materials furnished, disregards the law, ordinances, rules, regulations or orders of any public authority having jurisdiction, files for bankruptcy, or materially breaches this Contract. If Contractor fails to correct the default and maintain the corrected condition within not less than three (3) working days of receipt of written notice of the default, then Owner, without prejudice to any rights or remedies otherwise available to it, shall have the right to terminate this Contract in writing and thereafter either perform the Work itself or obtain another Contractor to perform the Work. All of the costs incurred by Owner shall be charged to Contractor and Owner shall have the right to deduct such expenses from monies due or to become due Contractor. Contractor shall be liable for the payment of any expenses incurred by Owner in excess of the unpaid balance of the Contract Price.

In the event of an emergency including, but not limited to, the imminent potential damage to persons or property requires immediate repair Owner shall be entitled to conduct such repairs without providing advance written notice of the same to Contractor. Owner shall issue written notification to Contractor of such emergency repairs within five (5) days after making such repairs. Contractor shall be solely responsible for the cost of all such emergency repairs.

If Owner's termination for default is later deemed to be wrongful, without cause, or otherwise unjustified, the parties agree that the termination automatically converts to a termination for convenience and Contractor agrees that its remedies for such wrongful termination shall be limited to those provided in the termination for convenience.

If Contractor files or otherwise becomes subject to bankruptcy proceedings, Owner and Contractor agree that any delay attendant to the assumption or rejection of the Contract by the bankruptcy Trustee or a debtor-in-possession will be prejudicial to Owner. Consequently, Contractor, to minimize delay and to mitigate damages and/or other prejudice suffered by

Owner, hereby stipulates to a notice period of ten (10) calendar days for Owner's motion to require Trustee or debtor-in-possession to assume or reject the Contract.

J. Unit Price. In the event this Contract contains unit price items, it is understood and agreed that any quantities mentioned are approximations only and subject to change as required by the Contract or as ordered and directed by Owner.

K. Material Quality. Materials condemned by Owner as failing to conform to the Contract shall, upon notice from Owner, be immediately removed by Contractor. Failure of Owner to immediately condemn any Work or materials as installed shall not in any way waive Owner's right to object thereto to any subsequent time.

L. Job Damage. Damage caused by Contractor, its subcontractors or suppliers, or any subcontractor or supplier of any tier, to Work other than its own shall be reported immediately to Owner and Contractor shall be responsible for its repair. Damage caused by Owner to Work of Contractor shall be reported immediately to Contractor and Owner shall be responsible for its repair.

M. Safety. Contractor and its subcontractors shall take all reasonably necessary safety precautions pertaining to its Work and its Work performance, including compliance with applicable laws, ordinances, regulations and orders issued by a public authority, whether federal, state, local or other, OSHA (Federal Occupational Safety and Health Administration) / DOSH (Washington State Division of Occupational Safety and Health) / WISHA (Washington Industrial Safety and Health Act), and any safety measures requested by Contractor. Contractor shall at all times be responsible for providing a safe jobsite and be responsible for the Work performance and safety of all employees, personnel, equipment and materials within Contractor's or its subcontractors' care, custody or control. Contractor and its subcontractors shall furnish all required safety equipment for its Work and ensure all of their employees and subcontractors' employees have and wear personal protective equipment in compliance with applicable OSHA/DOSH/WISHA requirements.

Contractor certifies that it and its subcontractors are registered contractors. Contractor certifies that it and its subcontractors maintain a written Accident Prevention Plan and a Project-specific safety plan in compliance with applicable OSHA/DOSH/WISHA regulations. Contractor's Accident Prevention Plan should address subcontractor's role and responsibilities pertaining to safety on the Project, training and corrective action and be tailored to safety and health requirements for the Work involved. Contractor shall have and enforce a disciplinary action schedule in the event safety violations are discovered. When and as requested by Owner, Contractor shall provide information regarding safety matters.

Contractor shall promptly provide Owner with written notice of safety hazard(s) or violation(s) found on the Project or of any injury to its or its subcontractors' workers incurred on the Project.

Contractor agrees to defend, indemnify and hold Owner harmless from all OSHA/DOSH/WISHA claims, demands, proceedings, violations, penalties, assessments or fines that arise out of or relate to Contractor's failure to comply with any safety-related laws, ordinances, rules, regulations, orders or its obligations hereunder. Owner may charge against the sums otherwise owing to Contractor the Amount of the fine and the fees, costs and expenses incurred by Owner in the defense of the claims, citation and/or fine arising from or relating to the Contractor's above-referenced failure.

N. Housekeeping and Cleanup. Contractor shall regularly remove all refuse, waste and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the Project or creates a safety hazard. Avoidance of safety hazards through good housekeeping is an important part of Contractor's obligations. In the event Contractor or its subcontractor fails or refuses to meet these requirements, Owner may remove refuse and charge all costs to the Subcontract, provided that Contractor has received twenty-four (24) hours or one (1) full working day, whichever is greater, prior written notice. In the event Owner determines emergency conditions exist, Owner may proceed as above without prior notice.

Contractor shall comply with all applicable hazardous waste regulations under federal, state or local laws. Contractor shall provide Owner with all Safety Data Sheets ("SDS") for any and all hazardous substances covered under all applicable laws before commencing Work, and all SDS shall comply with OSHA's Hazard Communication Standard. Contractor shall, prior to commencing Work, inform Owner of its intent to use any hazardous substances at the Project and shall continuously update Owner of any new hazardous substance brought to the Project during performance of the Work. Failure to comply with this paragraph may result in fines and damages being assessed to Contractor. Contractor shall defend, indemnify and hold Owner harmless from any and all costs and expenses, including attorneys' fees, arising from the use or discharge of any hazardous substance by Contractor at or off the Project site.

O. Release and Hold Harmless – Damage to Equipment. Contractor hereby releases, discharges and agrees to hold Owner harmless from any damage either to the Contractor's property or rented equipment which is caused in whole or in part by the negligence of Contractor, its agents, employees or subcontractors.

P. Insurance. Contractor shall obtain and keep in force during the term of this Contract and the applicable Statutes of Repose and Limitations period, commercial general liability insurance with dollar limits and coverage equal to, or greater than the types and amounts of coverage noted at the front of this Contract. Such insurance shall be "occurrence-based" and shall include contractual liability coverage applicable to the indemnity provisions of this Contract and "completed operations" coverage. Contractor shall furnish to Owner evidence of this insurance including the provision regarding notice of cancellation or reduction in coverage. Such evidence of insurance shall be in the form of an Insurance Certificate issued by an insurer satisfactory to Owner and shall provide for not less than thirty (30) days prior written notice to Owner of cancellation or reduction in coverage. In the event Contractor fails to maintain any and all insurance required by this Contract during the entire life of this Contract, Owner may at its option, and without waiver of other available remedies, purchase such insurance in the name of Contractor and deduct the cost of same from payments due Contractor.

Contractor shall provide insurance that: (1) names Owner as an additional insured for liability arising out of the Contractor's Work, including completed operations losses, without qualification, limitation or reservation; (2) is endorsed to be primary and noncontributory with any insurance maintained by Owner; (3) does not contain a "cross liability" or similar exclusion that would bar coverage for claims between or among insureds; (4) contains a severability of interest provision in favor of Owner; and (5) contains a waiver of subrogation against Owner. Before commencing work, Contractor shall provide a copy of the additional insured endorsement to Owner as evidence of additional insured status.

Owner makes no representations that the required minimum amount of insurance is adequate to protect Contractor. The procuring and/or carrying of insurance shall not limit Contractor's obligation or liability pursuant to this Contract or as a matter of law.

Q. Workers' Compensation. Contractor shall furnish to Owner evidence that its workers are covered by applicable workers' compensation coverage.

R. Subcontractors. Contractor shall, upon request of Owner, provide a list of all subcontractors and suppliers of Contractor. With regard to all subcontractors retained by the Contractor, the Contractor agrees (i) to be primarily responsible for any Work performed by such subcontractor and to ensure that such Work is timely completed in the manner required herein; (ii) to ensure that invoices submitted by subcontractor comply with the requirements for invoices submitted by Contractor to Owner; (iii) that Contractor shall be solely responsible to make any necessary repairs or to perform punch-list items caused by subcontractor's Work; and (iv) to ensure that subcontractor complies with all the obligations of Contractor set forth herein and to be primarily responsible for any non-compliance. Contractor shall be solely responsible for paying subcontractor any amounts due to it. Owner may request partial lien releases for all partial payments and a final lien release for the final payment to each subcontractor. Contractor agrees to release Owner and to hold Owner harmless from any and all claims by subcontractor for payment.

S. Disputes and Back Charges. In the event of a dispute between Owner and Contractor, Contractor agrees to proceed with the Work in accordance with the requirements of this Contract, pending settlement of the dispute.

T. Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses and expenses, including, but not limited to attorneys' and expert's fees, (collectively a "claim") arising out of or resulting from performance of the Contractor's Work under this Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

Contractor's duty to indemnify Owner shall not apply to liability for damages arising out of claims caused by or resulting in whole from the negligence of Owner or its agents or employees. Contractor's duty to indemnify Owner for liability for damages arising out of claims caused by or resulting from the concurrent negligence of: (a) Owner, its agents or employees, and (b) Contractor, its agents, employees and lower-tier subcontractors or suppliers of any tier shall apply only to the extent of negligence of Contractor, its agents, employees and lower-tier subcontractors or supplier of any tier.

CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. FURTHER, THE INDEMNIFICATION OBLIGATION UNDER THIS CONTRACT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS PROVIDED CONTRACTOR'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST CONTRACTOR BY OWNER, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONTRACTOR'S EMPLOYEES DIRECTLY AGAINST CONTRACTOR.

Contractor's Initials JM

Contractor agrees that its defense and indemnity obligations to Owner under this Contract survive any limitation imposed by any statute of repose or limitation including but not limited to RCW 4.16.300, 4.16.310, or 4.16.326, and Contractor hereby waives any and all defenses under any statute of repose or limitations. Contractor further agrees that any statute of limitation on a claim by Owner pursuant to this provision shall not begin to run until Owner discovers that Contract has breached either its duty to defend or its duty to indemnify, whichever occurs first.

U. Warranty. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, that the Work of this Contract will be performed in a workmanlike manner and free from defects not inherent in the quality required or permitted, will comply with all applicable codes and regulations, will be consistent with industry standards, and that the Work will conform to the requirements of the Contract. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or the Contract. This warranty shall extend for the longer of the period of (i) the warranty normally given by Contractor for the Work in its ordinary course of business, (ii) the warranty period set forth in the Quote or other documents sent to Owner, or (iii) one (1) year from the date of substantial completion of the Work or occupancy of the Project by Owner, whichever occurs first. The warranty shall not apply to any damage or loss to the Work occasioned by Owner's failure to perform ordinary and reasonable maintenance during the warranty period or any written notice of defects received after the one (1) year period. Owner shall promptly notify Contractor in writing of all warranty claims and allow Contractor reasonable access to the Project to correct or repair the Work.

V. Contract Controls. Except for the Scope of Work and Warranty provisions specifically incorporated herein by the Contract, any terms or conditions attached to or incorporated into Contractor's proposal, quote, or other document shall not apply to the Contract. The Contract shall be solely and exclusively governed by the terms and conditions set forth in the Contract and these Standard Contract General Conditions.

W. Wage and Other Payments. Contractor shall comply with all state and federal wage laws and, upon request, provide proof of the same to Owner. In addition, if Contractor's employees are members of a union, then Contractor shall pay when due all obligations due under the collective bargaining agreement or other agreement, including but not limited to, medical benefits, dental benefits, pension benefits and the like.

X. Notices. All notices, demands, requests, consents and approvals which may or are required to be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, emailed, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the address provided in this Contract or to such other address as either party hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Electronic transmission of any signed original document and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

Y. Claims. As a condition precedent to any right to recover for any instances of interruption, disruption, extra work, additional work, changed work, delay, hindrance and/or

efficiency loss of any nature whatsoever in Contractor's Work (collectively "Impact"), believed by Contractor to be caused by the acts or omissions of Owner, Architect/Engineer or the employees or agents of any of them, Contractor must provide written notice to Owner in the manner required by this Contract within five (5) days after occurrence of the Impact. Such written notice shall identify the cause of the Impact, the party Contractor believes is responsible for the Impact, and a rough order of magnitude as to the extra cost and/or time resulting from the Impact. FAILURE OF CONTRACTOR TO PROVIDE TIMELY WRITTEN NOTICE, AS PROVIDED IN THIS PARAGRAPH, SHALL RESULT IN AN ABSOLUTE WAIVER AND FORFEITURE OF CONTRACTOR'S RIGHT TO RECOVER ANY ADDITIONAL COST OR TIME RESULTING FROM THE IMPACT.

In the event Contractor believes it is entitled to receive compensation and/or time due to damages from Impact(s), Contractor's Statement of Claim (setting forth in detail the entitlement and quantum basis for Contractor's claim with supporting data and/or the entitlement basis to support an extension of time) shall be delivered to Owner within fifteen (15) days of its Written Notice of Impact, or within sufficient time to allow Owner to comply with the notice and claim requirements of the Main Contract (whichever is sooner). FAILURE OF CONTRACTOR TO TIMELY PROVIDE ITS STATEMENT OF CLAIM FOR AN INCREASE IN THE CONTRACT AMOUNT OR FOR AN EXTENSION OF TIME SHALL RESULT IN AN ABSOLUTE WAIVER OF CONTRACTOR'S CLAIM AND ANY RIGHT TO RECOVER ADDITIONAL COST OR TIME RESULTING FROM THE IMPACT.

Owner does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Owner's waiver is unequivocal, explicit, and in writing.

Z. Mediation. Claims, disputes, or other matters in controversy arising out of or related to this Contract, except those waived, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement may be waived by Owner.

AA. Arbitration / Litigation. At Owner's sole option, all claims, disputes, and other matters in question between Contractor and Owner arising out of, or relating to, this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining or by an arbitrator mutually agreed upon by the parties. In the event of arbitration, Contractor and Owner agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. If the Owner does not select Arbitration as the means of dispute resolution, all claims, disputes and other matters in question between Contractor and Owner arising out of, or relating to, this Agreement shall be decided by an action filed exclusively in the Superior Court of Whatcom County, Washington. The substantially prevailing party in any arbitration or litigation shall be entitled to an award of its attorneys' fees, costs and expert fees.

BB. Governing Law. This Agreement and the right of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that in any such action venue shall lie exclusively in Whatcom County, Washington, regardless of where the Project is located. Both parties expressly waive their right to a jury trial.

CC. Amendment. No modification, termination or amendment of this Contract may be made except by written Contract signed by all parties.

DD. Waiver. Failure by Owner or Contractor to insist upon the strict performance of any covenant, duty agreement, or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any waiver must be expressly made in writing and signed by the waiving party.

EE. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

FF. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

GG. Captions. The captions of this Contract are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Contract.

HH. Entire Agreement. The entire agreement between the parties hereto is contained in this Agreement; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction, including any proposal for services. Owner shall not be liable to Contractor or to any third party for any representations, made by any person, concerning the Work or the terms of this Agreement, except to the extent that the same are expressed in this Agreement. No modification, termination or amendment of this Agreement may be made except by written agreement signed by both parties.



Marr's Heating & Air Conditioning
1677 Mt Baker Hwy, Bellingham, Washington 98226 United States
(360) 734-4455

accepted 4/14/23

BILL TO
Mike Brock
1850 Lake Whatcom Boulevard
Bellingham, WA 98229 USA

ESTIMATE
41707366

ESTIMATE DATE
Apr 05, 2023

JOB ADDRESS
Mike Brock
1850 Lake Whatcom Boulevard
Bellingham, WA 98229 USA

Job: 41385385

ESTIMATE DETAILS

Bosch Heat Pump & Air Handler BOVA15 w/ Ductwork System:

- Remove and recycle existing equipment
- Set new equipment and adapt with custom sheet metal fittings as needed
- Seal new duct connections per code and company standards
- Run new copper refrigerant line set per company standards
- Refrigerant lines shall be brazed with nitrogen purge
- Refrigerant lines shall be pressure tested at manufacturer recommended PSI
- Refrigerant lines shall be evacuated into a deep vacuum below 300 microns
- Evacuation of refrigerant lines shall pass decay rate test
- All holes drilled in home shall be sealed with proper sealant or weatherproof fittings
- Outdoor unit location is to be prepped with gravel before cement pad is set
- New Heat Pump Thermostat shall be installed and configured including lockout settings
- Multi-point digital start-up checklist shall be performed including airflow and subcooling
- Job site shall be cleaned to Marr's Heating Standards
- Free Tune-up performed 1 year from installation date free of charge

****CASH, CARD, CHECK or our 18 MONTH FINANCING will REMOVE 8.5% OFF TOTAL AMOUNT SHOWN****

****This system is designed to heat/cool the offices on the North side of the building****

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Refrigerant Safety caps (anti huff)	1.00	\$0.00	\$0.00
2	Condensate drain overflow safety lockout (Prevents water damage from clogged condensate drain line)	1.00	\$0.00	\$0.00
3	Titan wall piping penetration system	1.00	\$0.00	\$0.00

4	Perform preventative Maintenance one year after installation	1.00	\$0.00	\$0.00
5	Surge protector	1.00	\$0.00	\$0.00
6	Honeywell Prestige Heat pump thermostat with outdoor sensor is included with system Brochure-click here	1.00	\$0.00	\$0.00
7	Class B Electrical permit	1.00	\$36.00	\$36.00
8	Basic permit city/county single unit	1.00	\$126.00	\$126.00
9	Honeywell F-100 Media air filter and cabinet Brochure-click here	1.00	\$420.00	\$420.00
10	Electrical - Connect new equipment to existing panel	1.00	\$1,920.00	\$1,920.00
11	Difficult attic 25 ft return duct up to 18 in. including elbows and upsizing	1.00	\$2,643.00	\$2,643.00
12	Return air box fabricate and cut in (price is per cut-in)	1.00	\$694.00	\$694.00
13	Steel insulated trunk up to 18 in. per section	2.00	\$966.00	\$1,932.00
14	Boot cut in and install up to 4-14 boots, hardwood, carpet, laminate,drywall (price is per boot)	8.00	\$169.00	\$1,352.00
15	25ft Flex run up to 9 in (per run)	8.00	\$591.00	\$4,728.00
16	Bosch IDS LITE 3 Ton Heat Pump System: IDS Inverter Model group: BOVA15 15 Seer Bosch Air handler Model group: BVA15 Psc single stage standard efficiency fan Warranty: 1 yr. labor 10 yr. parts (see Warranty terms) Brochure-click here Bosch Heat Pumps	1.00	\$16,627.00	\$16,627.00
17	Discount per Caleb if accepted by 4/14	1.00	\$-1,800.00	\$-1,800.00
18	Cash/card or optional Financing promo: 0% Down, 0% APR for 18 Months on approved credit Click to apply for financing. Discount is already applied below.	1.00	\$0.00	\$0.00

#	DESCRIPTION	TOTAL
1	Cash Discount 8.5% Cash/check or Financing promo: 0% Down, 0% APR for 18 Months oac Click if you wish to apply for the 18 Mo. Financing. The discounted price is already calculated below	\$-2,437.63

POTENTIAL SAVINGS \$0.00
SUB-TOTAL \$26,240.37
TAX \$2,256.67
WSST @ 8.6% \$2,256.67
TOTAL \$28,497.04
Total \$28,497.04

Thank you for choosing Marr's Heating & Air Conditioning

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary [above] is furnished by Marr's Heating & Air Conditioning as a good faith estimate of work to be performed at Mike Brock [the location described above] and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree to the estimate and authorize [the contractor] to perform the work as summarized and on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here _____

Date _____

Family Owned & Operated Since 1985



Marr's Heating & Air Conditioning
1677 Mt Baker Hwy, Bellingham, Washington 98226 United States
(360) 734-4455

estimate approved
4/17/23

BILL TO

Mike Brock
1850 Lake Whatcom Boulevard
Bellingham, WA 98229 USA

ESTIMATE
41981353

ESTIMATE DATE
Apr 15, 2023

JOB ADDRESS

Mike Brock
1850 Lake Whatcom Boulevard
Bellingham, WA 98229 USA

Job: 41385385

ESTIMATE DETAILS

Mitsubishi 3 Headed Ductless Heat Pump System: -Outdoor unit location is to be prepped with gravel before cement pad is set

- Outdoor unit will be set on risers per code and company standards
- Outdoor unit will have seismic straps per code and company standards
- Indoor units shall be secured and mounted properly per company standards
- Run new Insulated copper refrigerant line set per company standards
- Refrigerant lines shall be flared and torqued to manufacturer specifications
- Refrigerant lines shall be pressure tested at manufacturer recommended PSI
- Refrigerant lines shall be evacuated into a deep vacuum below 300 microns
- Evacuation of refrigerant lines shall pass decay rate test
- Paintable Refrigerant line cover shall be installed per company standards
- All holes drilled in home shall be sealed with proper sealant or weatherproof fittings
- Multi-point digital start-up checklist shall be performed
- Job site shall be cleaned to Marr's Heating Standards
- Surge Protection shall be installed per company standards
- Free Tune-up performed 1 year from installation date free of charge

****CASH, CARD, CHECK or our 18 MONTH FINANCING will REMOVE 8.5% OFF TOTAL AMOUNT SHOWN****

****This system is designed to heat/cool the offices on the South side of the building and the second story break room****

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Refrigerant Safety caps (anti huff)	1.00	\$0.00	\$0.00
2	Perform preventative Maintenance one year after installation	1.00	\$0.00	\$0.00
3	: Surge protector	1.00	\$0.00	\$0.00

4	Electrical - Connect new equipment to existing panel	1.00	\$1,420.00	\$1,420.00
5	Mitsubishi GI Series head Model: MSZGL18NA-U1 18,000 btu Warranty: 1 yr. labor 12 yr. parts (see Warranty terms)	1.00	\$2,425.00	\$2,425.00
6	Mitsubishi GI Series head Model: MSZGL06NA-U1 6,000 btu Warranty: 1 yr. labor 12 yr. parts (see Warranty terms)	1.00	\$1,925.00	\$1,925.00
7	Mitsubishi GI Series head Model: MSZGL09NA-U1 9,000 btu 9,000 btu Warranty: 1 yr. labor 12 yr. parts (see Warranty terms)	1.00	\$1,965.00	\$1,965.00
8	Mitsubishi Multi-zone Outdoor unit Model: MXZ4C36NA2-U1 36,000 btu Warranty: 1 yr. labor 12 yr. parts (see Warranty terms) Brochure-click here	1.00	\$7,272.00	\$7,272.00
9	Speedichannel Lineset cover	2.00	\$507.00	\$1,014.00
10	Discount per Caleb if accepted by 4/14	1.00	\$-1,500.00	\$-1,500.00
11	Instant PSE Midstream Cash Rebate	1.00	\$-600.00	\$-600.00
12	<u>Cash/card or optional Financing promo: 0% Down, 0% APR for 18 Months</u> on approved credit Click to apply for financing. Discount is already applied below.	1.00	\$0.00	\$0.00

#	DESCRIPTION	TOTAL
1	Cash Discount 8.5% Cash/check or Financing promo: 0% Down, 0% APR for 18 Months oac Click if you wish to apply for the 18 Mo. Financing. The discounted price is already calculated below	\$-1,234.29

POTENTIAL SAVINGS \$0.00
SUB-TOTAL \$12,686.71
TAX \$1,142.66
WSST @ 8.6% \$1,091.06
TOTAL \$13,829.37
Total \$13,777.77

Thank you for choosing Marr's Heating & Air Conditioning

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary [above] is furnished by Marr's Heating & Air Conditioning as a good faith estimate of work to be performed at Mike Brock [the location described above] and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree to the estimate and authorize [the contractor] to perform the work as summarized and on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here *Jo Anne Jensen*

Date 4/17/2023



BILL TO

Mike Brock
 1850 Lake Whatcom Boulevard
 Bellingham, WA 98229 USA

ESTIMATE 42336780	ESTIMATE DATE May 05, 2023
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JOB ADDRESS

Mike Brock
 1850 Lake Whatcom Boulevard
 Bellingham, WA 98229 USA

Project: 41996812

ESTIMATE DETAILS

Dedicated Outside Air System (Whatcom County Building official Updated Requirements) (Scope of work):
 Whatcom County planning and development sent us a notification on 5/4/2023 stating that your building will now be required to meet DOAS requirements (Dedicated Outside Air System). This was not something that we were aware you would be needing, nor was it something that they informed us about before the work was performed or upon our submittal for your permit. Essentially this means that we will be installing fresh air exchange systems that will provide fresh air to each habitable room in the building at a constant flow rate. Please see below for equipment specifications and details

- Install Panasonic 100CFM ERV system in mechanical room
- Duct system into new heat pump ductwork and setup to run at 100CFM constant flow
- Duct exhaust and intake vents to the roof for constant air exchange to exterior per code
- Install Through wall ERV's inside of each individual room served by Ductless minisplit
- Setup through wall ERV's to run at constant flow of 16CFM
- All exterior terminations will be weatherproofed by Marr's
- ERV's will use standard 120V outlets that are already in place

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	Panasonic Intelli-balance 100CFM ERV. Includes ducting, Setup, Commissioning and verification	1.00	\$6,867.00	\$6,867.00
2	ECO FLO Through Wall ERV's. Includes cutting through walls, weatherproofing exterior, Setup, Commissioning and Verification	3.00	\$986.00	\$2,958.00
3	Discount per Jacob Marr	1.00	\$-4,575.00	\$-4,575.00

SUB-TOTAL	\$5,250.00
TAX	\$451.50
TOTAL	\$5,701.50

Thank you for choosing Marr's Heating & Air Conditioning

CUSTOMER AUTHORIZATION

Warranty: All materials, parts and equipment are warranted by the manufacturers' or the suppliers written warranty only. Warranties listed above are guidelines but the Manufacturer warranty is what really applies. As an example, commercial applications typically only have a 1 yr. parts warranty. All labor performed by Marr's Heating & Air Conditioning (Marr's) is warranted for one year or as otherwise indicated in writing. Marr's makes no other warranties, express or implied, and it's agents or technicians are not authorized to make such warranties on behalf of the Company. No warranty is expressed or implied on, or problems caused by existing equipment or materials, i.e. wires, pipes, ductwork, etc. Our material and labor warranty does not cover damage to equipment caused by water, electrical power surges, abuse, neglect, misuse or acts of God.

Registration: New equipment must be registered by purchaser to obtain full manufacturer warranty.

Payments Options, Terms, & Financing: Cash, Check, or Credit Card: 50% down, with final payment due on the day of installation. All accounts with an outstanding balance will be charged 1.5% monthly interest. All accounts with an outstanding balance after 30 days may be turned over to an outside collections agency and/or subject to other legal actions. Customer will be responsible for any and all legal or collection fees associated with your outstanding balance.

Exclusions: Carpentry, Cutting, patching, sheet-rock or painting is excluded. Clearing the work area is the responsibility of Customer and shall be done before our arrival. Unless explicitly included in this estimate, any electrical circuit changes are not included.

Equipment substitutions: The equipment quoted meets 2022 efficiency standards. We reserve the right to substitute equipment made for the new 2023 efficiency standards which may state a lower efficiency but will in fact be of equal or greater efficiency (will deliver more heating or cooling per watt) than the equipment quoted.

Hazardous Materials: Asbestos and other hazardous materials, visible or unforeseen, which may be distributed during the proposed scope of work, shall be the sole responsibility of the customer.

Contractor registration no. MARRSHA070B7

This offer is valid for a period of 7 Days. We make every effort to hold costs down. However, if upon delivery, the manufacturer has increased their price, then this additional increase will be reflected in customers final invoice.

PROPOSALS WITHOUT SITE VISIT: Any proposal given without a site visit (i.e. preliminary quotes, sales events, home shows, etc.) is to be considered preliminary and is subject to pending site visit, final design consultation, related price adjustments and final agreement between purchaser and Marr's.

NOTICE OF INTENT TO FILE LABOR AND/OR MATERIAL LIEN: TO PURCHASER: Please take note that MARR'S will furnish materials, and/or equipment in the amount and of the value set forth on the face hereof, and/or will furnish labor at the value set forth on the face hereof, which will be used to improve the real property set forth under LOCATION on the face hereof, and that a LIEN MAY BE CLAIMED FOR ALL MATERIALS, SUPPLIES, EQUIPMENT OR LABOR FURNISHED:

All work will be completed in a workman like manner according to standard Company practices. Any pre-existing or unforeseen electrical, ductwork or venting issues could result in a change order above and beyond the proposal price and will only be executed upon written orders by customer and Marr's Representative.

Cancellations: If customer cancels the job, customer will be responsible for paying for expenses incurred by Marrs at the rate of \$135 per hr. for administration and/or labor plus the cost of any materials that are not recoverable i.e. special duct fabrication, special order equipment, permits, restock fees, etc.

Sign here

Date

**RESOLUTION TO ESTABLISH THE
SUDDEN VALLEY COMMUNITY ASSOCIATION
Communications Committee
2023**

WHEREAS Article V, Section 1 of the Sudden Valley Community Association (SVCA) Bylaws requires committees established by the SVCA Board of Directors (Board) to be created utilizing a resolution, and

WHEREAS the resolution is required to identify and describe the specific duties of the ad-hoc committee being established,

THEREFORE, be it resolved that the Sudden Valley Board of Directors hereby establishes the Communications Committee. This charter will expire immediately following the 2023 Annual General Meeting (AGM) or such period as the Board may specify.

I. Purpose:

The purpose of the Communications Committee, as adopted by the SVCA Board, is to aid in the distribution of clear, factual, and timely release of information from the SVCA on upcoming events, current projects and follow upon Board plans and decisions, to allow homeowners easy access and provide transparency on all issues that pertain to Sudden Valley.

II. Membership:

The members of the committee shall be members of SVCA in good standing throughout their term and agree to follow SVCA Bylaws, Resolutions, Policies, Rules, and Regulations. The committee may recommend prospective members to the Board; however, committee members shall be appointed by the Board. At least two Board Directors, one of which is appointed chair, must serve on the committee. Voting membership may not be less than three (3) or more than nine (9) members. The committee, with Board and SVCA General Manager (GM) approval, may add one non-voting SVCA staff member.

III. Meetings and Procedures:

The Communications Committee shall meet a minimum of four times during 2023. Following the hierarchy of governing documents, the Communications Committee will adhere to all SVCA Resolutions, Bylaws, Policies, and County, State, and Federal laws, proclamations, and ordinances regarding remote meetings. Meetings shall be conducted in accordance with Robert's Rules of Order. A quorum is defined as 50% of membership, one of which shall be a Board member. No business shall be conducted with less than a quorum present. Notice and an agenda, giving place and time, shall be posted on the SVCA web page 48 hours in advance of the scheduled meeting. Written minutes shall be posted on the website and filed with the Secretary of the Board. The committee shall create a written report(s) as directed by the SVCA Board of Directors.

IV. Authority:

The committee is given the limited authority necessary for the reasonable execution of the stated purpose and responsibilities of this charter.

The committee Chair shall keep the Board and the GM informed of any discussions with outside organizations, agencies, or vendors. Discussions with outside Agencies must be approved by the Board of Directors and the GM.

No Communications Committee member has authority to sign or otherwise enter into any contract or other agreement binding or committing the Association to obligation, acquisition, service, purchase, lease, or other agreement.

V. Deliverables:

The specific duties and responsibilities of the Communications Committee shall consist of the following:

- a) Provide the Board, for approval, a New Member Welcome Packet including an updated Resident Handbook and any other pertinent documents the committee agrees should be included in the welcome packet.
- 1) Establish Communication strategy for 2023.
- 2) Develop documentation, workflows for future permanent Communications Committee

Adopted by the Board of Directors:

President _____

Date _____

Secretary _____

Date _____

This charter was approved by the Board on _____.

Note: Charter Template approved by Board of Directors February 9, 2023

**RESOLUTION TO ESTABLISH THE
SUDDEN VALLEY COMMUNITY ASSOCIATION
Parks, Trails, and Rec Committee
2023**

WHEREAS Article V, Section 1 of the Sudden Valley Community Association (SVCA) Bylaws requires committees established by the SVCA Board of Directors (Board) to be created utilizing a resolution, and

WHEREAS the resolution is required to identify and describe the specific duties of the ad-hoc committee being established,

THEREFORE, be it resolved that the Sudden Valley Board of Directors hereby establishes the Parks, Trails, and Rec Committee. This charter will expire immediately following the 2023 Annual General Meeting (AGM) or such period as the Board may specify.

I. Purpose:

The purpose of the Parks, Trails, and Rec Committee, as adopted by the SVCA Board, is to support, and recommend park, trails as well as recreation plans and organize volunteers throughout Sudden Valley to enhance positive Member experiences of the community parks, trails and recreation amenities.

II. Membership:

The members of the committee shall be members of SVCA in good standing throughout their term and agree to follow SVCA Bylaws, Resolutions, Policies, Rules, and Regulations. The committee may recommend prospective members to the Board; however, committee members shall be appointed by the Board. At least two Board Directors, one of which is appointed chair, must serve on the committee. Voting membership may not be less than three (3) or more than nine (9) members. The committee, with Board and SVCA General Manager (GM) approval, may add one non-voting SVCA staff member.

III. Meetings and Procedures:

The Parks, Trails, and Rec Committee shall meet a minimum of four times during 2023. Following the hierarchy of governing documents, the Parks, Trails, and Rec Committee will adhere to all SVCA Resolutions, Bylaws, Policies, and County, State, and Federal laws, proclamations, and ordinances regarding remote meetings. Meetings shall be conducted in accordance with Robert's Rules of Order. A quorum is defined as 50% of membership, one of which shall be a Board member. No business shall be conducted with less than a quorum present. Notice and an agenda, giving place and time, shall be posted on the SVCA web page 48 hours in advance of the scheduled meeting. Written minutes shall be posted on the website and filed with the Secretary of the Board. The committee shall create a written report(s) as directed by the SVCA Board of Directors.

IV. Authority:

The committee is given the limited authority necessary for the reasonable execution of the stated purpose and responsibilities of this charter.

The committee Chair shall keep the Board and the GM informed of any discussions with outside organizations, agencies, or vendors. Discussions with outside Agencies must be approved by the Board of Directors and the GM.

No Parks, Trails, and Rec Committee member has authority to sign or otherwise enter into any contract or other agreement binding or committing the Association to obligation, acquisition, service, purchase, lease, or other agreement.

V. Deliverables:

The specific duties and responsibilities of the Parks, Trails, and Rec Committee shall consist of the following:

- a. Recruit volunteers
- b. Organize volunteers for activities and events
- c. Coordinate with SVCA staff and other committees as necessary
- d. Make appropriate recommendations to the Board of Directors
- e. Suggest the creation of possible bike paths within Sudden Valley.
- f. Explore possible outdoor fitness trail with trailside exercise equipment and signage.
- g. Maintain a prioritized list of recommended park, trail, and recreation amenity improvements

Adopted by the Board of Directors:

President _____

Date _____

Secretary _____

Date _____

This charter was approved by the Board on _____.

Note: Charter Template approved by Board of Directors February 9, 2023