



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Board of Directors Regular Meeting

May 23rd, 2024, 7:00 PM, IN PERSON, DANCE BARN

Call to Order

Land Acknowledgement & Anti-Racism Statement

Roll Call

Item 1) Adoption of Agenda

Item 2) Announcements

Item 3) Property Owner Comments – 15 Minutes Total

Please note that comments are limited to 3 minutes per person.

Item 4) Consent Agenda

4a. Minutes – April 25, 2024, as submitted

4b. Minutes – May 2, 2024, as submitted

Item 5) Financial Report – March Financials and Capital Projects Report

Item 6) Continuing Business

6a. Recruitment Company Selection & Funding

6b. GM Search Committee Resolution

6c. GM Search Committee Approval of Members

6d. ACC Policies & Procedures – Attorney Recommendations

Item 7) Closed Session – Personnel

Item 8) New Business

8a. Approval of Organizational Changes and Funding

8b. Public Utility Easement Resolution

8c. Capital Request – Clubhouse & Adult Center Exterior Painting

8d. Capital Request – Airport Rezoning Project

Adjournment



REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday, April 25, 2024

Minutes

DATE AND LOCATION: Dance Barn

CALLED TO ORDER AT: 7:00PM.

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

1. Keith McLean	4. Laurie Robinson	7. AJ Tischleder	10. Robb Gibbs-zoom
2. Taimi Van de Polder	5. Sonia Voldt	8. Rick Asai	11. Daniel Rodriguez
3. Linda Bradley	6. Ray Meador	9. Stu Mitchell	

ATTENDING:

Staff Members: Jo Anne Jensen, General Manager, Spencer Huston, IT.

Call to Order

President McLean Called the meeting to order at 7:00 PM.

Land Acknowledgement and Anti-Racism Statement.

1. President Moved to Amend the Agenda to add new ACC member approval, Item 7F.

President Moved to Adopt Amended Agenda.

Motion By: Director McLean		Seconded By: Director Van De Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against:	Abstained	
Unanimous: X			

2. Motion: To remove both of those minutes for discussion.

Motion By: Director Voldt		Seconded By: Director Tischleder	
Approved:	Not Approved: X	Tabled:	Died:
In Favor: 4	Against: 5	Abstained	

2a. Move that the minutes from March 14th be approved as submitted.

Motion By: Director Bradley		Seconded By: Director Van De Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 7	Against: 2	Abstained	

2b. Move to approve the minutes from March 28th as submitted.

Motion By: Director Bradley		Seconded By: Director Van De Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 7	Against: 1	Abstained 1	

3. Announcements.

Firewise underway.

4. Property Owner Comments-15 Minutes Total

An owner made a request to have the waitlist reviewed. Submitted paperwork.

5. Financial Report-February 2024

6. Continuing Business

6a) Code of Conduct

Forms provided for directors to sign.

6b) Motion 1: Road and Drainage Project-Contract Award-Move that SVCA Board of Directors authorize the General Manager to execute SVCA standard contract with Powered Tech Surveying with a not to exceed amount of \$9,500 for the purpose of completing the monument preservation on Deer Run Lane

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

6b) Motion 2: Move that SVCA Board of Directors approve \$240,779 in additional funding for capital project 9924.4 from the Roads Reserve Fund.

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 8	Against: 1	Abstained	

6b) Motion 3: Move that SVCA board of directors approve Granite Construction Inc. named as the contractor for the 2024 Roads and Drainage Projects 9924.4 and 9922.8 and authorize the General Manager to execute SVCA standard construction contract with Granite Construction, with a not to exceed amount of \$916,153.

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 8	Against: 1	Abstained	

6c) LRPC Strategic Planning Meeting

Discussion

Note: After the discussion ended Director Tischleder and Director Voldt left the meeting at 8:06pm.

6d) Motion 1: Reallocation of Expense for Backhoe 420E Repair- Move that the Board of Directors approve an additional allocation of \$32,798.84 from the CRRRF Fund for the final Cat backhoe 420e repair cost job number 9723.15. Effective November 30, 2023.

Motion By: Director McLean		Seconded By: Director Van De Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

6d) Motion 2: Move that the Board of Directors approve a transfer of \$32,798.84 from the Operating Fund to the CRRRF Fund, effective November 30, 2023.

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

7. New Business

7a) Capital Request-Adult Center HVAC & Water Heater Repair-

Motion: Move that the SVCA Board of Directors approve the allocation of \$13,108.22 from CRRRF, and authorize the General Manager execute SVCA's Standard Construction Contract agreement with Lynden Sheet Metal.

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 4	Against:	Abstained: 2	

7b) Appointment of Safety Committee Members

Motion: I would like to offer to the board 3 names for appointment to the Safety Committee. Those names are Judy White, Colleen Mitchell, and Ted Wang.

Motion By: Director Robinson		Seconded By: N/A	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

7c) Motion: Move that the SVCA Board of Directors approve the proposed amendment to the 2008 agreement with the Lynden Tribune and authorize the General Manager to execute the contract on their behalf.

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

7d) Austin Creek Repair-Updated Estimate and Report

Move that the SVCA Board of Directors approve moving the unspent \$22,868 previously obligated for capital project 9723.4 to the general CRRRF fund, effectively placing the Austin Creek Erosion Repair Project in a monitoring status.

Motion By: Director McLean		Seconded By: Director Van De Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

7e) Request for Approval-ACC Policies Update

Motion: We will review this over this next week and bring back all our changes hopefully by the end of next week. And that could be via email. Or, however, you want to do it, and that way on our next board meeting. Then we will review the final document.

Motion By: Director McLean		Seconded By: Director Van De Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

7f) ACC Committee New Member Approval

Motion: Our committee is putting forward Allen Helvajian.

Motion By: Director Rodriguez		Seconded By: N/A	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

Adjourned: 9:18 PM

Approved by: _____
Linda Bradley, Board of Directors Secretary

DRAFT



SPECIAL SESSION OF THE BOARD OF DIRECTORS

Thursday, May 02, 2024

Minutes

DATE AND LOCATION: Dance Barn

CALLED TO ORDER AT: 7:01PM.

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

1. Keith McLean	4. Laurie Robinson	7. AJ Tischleder	10. Robb Gibbs-Excused
2. Taimi Van de Polder	5. Sonia Voldt	8. Rick Asai	11. Daniel Rodriguez
3. Linda Bradley	6. Ray Meador	9. Stu Mitchell-Zoom	

ATTENDING:

Staff Members: Jo Anne Jensen, General Manager. Spencer Houston, IT support.

Call to Order

President McLean called the meeting to order at 7:01PM.

Land Acknowledgement and Anti-Racism Statement.

1. Agenda Adoption

Moved to Adopt the Agenda.

Motion By: Director Bradley		Seconded By: Director Van De Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

2. Moved to go into Closed Session at 7:02PM

Motion By: Director Bradley		Seconded By: Director Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

3. Closed Session: Personnel/Legal Update

4. Moved to go into Open Session at 8:43PM

Motion By: Director Bradley		Seconded By: Director Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

5. Announcements

- The General Manager made her resignation announcement effective October 31, 2024.
- ACC Policy Revisions including suggested edits by directors have been sent to the attorney for review.

6. NEW Business

The General Manager brought forward a request for the Board to approve a GM recruitment contract. Provided were four recruitment firms for the Board to review.

Adjourned: 8:49PM

Approved by: _____
Linda Bradley, Board of Directors Secretary

DRAFT

Sudden Valley Community Association

Sudden Valley Community Association
Balance Sheet
March 31, 2024 and December 31, 2023

	Unaudited** Mar 31, 2024	Unaudited** Dec 31, 2023	Inc / (Dec)
OPERATIONS			
Current Assets			
Operating Cash	\$ 481,463	\$ 685,747	\$ (204,284)
Building Completion Deposit Fund	482,100	511,445	(29,345)
Member Receivables - Operations*	-	43,985	(43,985)
Other Receivables	17,876	17,562	314
Prepaid Expenses	29,983	70,215	(40,232)
Operating Lease ROU Assets	3,377	5,023	(1,646)
Inventory	6,310	5,659	651
Total Current Assets	1,021,109	1,339,636	(318,527)
Current Liabilities			
Accounts Payable	(69,599)	(225,483)	155,884
Accrued Vacation Liability	(75,826)	(64,195)	(11,631)
Accrued Payroll	-	(64,114)	64,114
Prepaid Assessments	(348,094)	(230,966)	(117,128)
Building Completion Deposits	(482,100)	(511,445)	29,345
Other Refundable Deposits	(6,096)	(5,796)	(300)
Operating Lease Liability	(3,377)	(5,023)	1,646
Prepaid Golf Memberships	-	(112,089)	112,089
Total Current Liabilities	(985,092)	(1,219,111)	234,019
Operating Reserve Funds			
Emergency Operating Cash	362,658	362,252	406
Undesignated Reserves Cash	330,681	306,265	24,416
Total Operating Reserve Funds	693,339	668,517	24,822
Net Operating Assets	\$ 729,356	\$ 789,042	\$ (59,686)
CAPITAL			
Capital Current Assets			
CRRRF (Capital Repair & Replacement) Cash Fund	3,689,574	3,624,027	65,547
Roads Reserve Cash Fund	2,440,731	2,039,620	401,111
Board Density Reduction Cash Fund	87,742	87,688	54
Mailbox Cash Fund	132,791	126,445	6,346
CRRRF Capital Reserve Holding Cash	220,868	222,019	(1,151)
Mitigation Assignment of Savings Cash	49,726	49,688	38
LWWSD Assignment of Savings Cash	14,927	101,840	(86,913)
Member Receivables - Capital**	-	16,112	(16,112)
Total Capital Current Assets	6,636,359	6,267,439	368,920
Capital Fixed Assets			
Fixed Assets	15,472,174	15,424,385	47,789
Finance ROU Assets	117,013	136,464	(19,451)
Lots Held for Sale	228,041	228,041	-
Total Capital Assets	15,817,228	15,788,890	28,338
Long Term Liabilities			
CRRRF Loan 2022	(1,735,058)	(1,799,425)	64,366
Finance Leases	(91,250)	(106,597)	15,347
Total Long Term Liabilities	(1,826,308)	(1,906,021)	79,713
NET ASSETS	\$ 21,356,635	\$ 20,939,350	\$ 417,285
MEMBER EQUITY			
Member Equity			
Current Year Net Income: Operations	40,331	466,954	(426,623)
Net Income: Rec Special Assmt	-	(180,468)	180,468
Transfers Out from Operations to Capital	(105,600)	(32,799)	(72,801)
Current Year Net Income: Capital**	378,354	1,516,019	(1,137,665)
Transfers Into Capital from Operations	105,600	32,799	72,801
Retained Earnings**	5,236,607	4,950,121	286,486
Capital**	15,701,343	14,186,724	1,514,619
TOTAL MEMBER EQUITY	\$ 21,356,635	\$ 20,939,350	\$ 417,285

* The Association's internal policy is to write off any member receivables that are 30 days past due as bad debts for internal financial statement purposes. As per SVCA policy, Management continues to pursue collection of these receivables via all avenues allowed by Washington State laws. In addition, the Association records and bills finance charges on receivables that are thirty days past due at 1% per month. At March 31, 2024, and December 31, 2023, the balances of receivables written off were \$713,040 and \$623,674, respectively.

** Beginning with the 2020 year end audited financial statements, Accounting Standards Codification (ASC) 606 requires issued audited financial statements to reclassify unspent capital dues revenue, including related capital transfer fee collections, as a contract liability balance (unearned revenue), which is then reversed out in future years when capital dues/capital transfer fee collections are actually expended on capital related expenditures. This particular accounting standard change is only incorporated into the issued audited financial statements and is not factored into SVCA's internal monthly statements as it would obscure the reality of monthly capital dues/capital transfer fee revenues collected for internal monthly presentation purposes. See SVCA's 2020, 2021, and 2022 audited financial statements (2022 represents the most recently issued audited statements), which fully incorporate ASC 606 and comply with Generally Accepted Accounting Principals (GAAP).

**Sudden Valley Community Association
Income Statement Summary**

UNAUDITED	Current Month - March 2024			Year to Date - 3 Months Ending 3/31/2024			
	Operations & Operating Reserves	Operations Better / (Worse) Budget	Capital Reserves**	Operations & Operating Reserves	Operations Better / (Worse) Budget	Coll %	Capital Reserves**
REVENUE							
Current Year Dues & Assessments Income							
Dues & Assessments Income	223,428		231,714	668,599			693,219
Bad Debt Reserve	(4,645)		(3,457)	(26,806)			(21,998)
Net Current Year Assessment Income	<u>218,783</u>	<u>7,499</u>	<u>228,257</u>	<u>641,793</u>	<u>7,942</u>	96.0%	<u>671,221</u>
Bad Debt Recoveries - Prior Years			1,472				14,140
Golf Income	77,363	14,401	-	301,354	17,726		-
Marina Income	32,613	1,016	-	33,258	1,661		-
Rec Center & Pools Income	658	(3,393)	-	1,949	(2,101)		-
Legal & Collections Income	-	-	-	-	-		-
Other Income	5,257	(57)	-	36,556	21,894		-
Rental Income - Other	1,300	1,136	-	1,615	521		-
Area Z Rental Income	481	481	-	5,238	(522)		-
Lease Income	5,430	1,284	-	16,289	3,851		-
New Home Construction Fees	3,500	(1,300)	-	7,000	2,200		-
Capital Gain (Loss) on Sale of Assets	-	-	-	-	-		-
Investment Income	600	508	4,084	2,030	1,755		11,696
Total Revenue	<u>345,985</u>	<u>21,575</u>	<u>233,813</u>	<u>1,047,082</u>	<u>54,927</u>		<u>697,057</u>
EXPENSES							
Salaries & Benefits	260,967	(3,627)	-	505,648	27,688		-
Contracted & Professional Services	8,123	3,476	-	36,741	(6,778)		-
CC&Rs/ Mandates	35,107	3,683	-	112,489	(466)		-
Maintenance & Landscaping	47,068	3,114	-	84,487	44,511		-
Utilities	11,645	464	-	47,202	(3,387)		-
Administrative	18,293	(774)	-	43,953	(4,537)		-
Regulatory Compliance	41,188	5,334	-	91,992	(39,009)		-
Insurance Premiums	14,688	(458)	-	44,065	(1,371)		-
Other Expenses	-	83	-	-	250		-
Depreciation Expense	-	-	94,940	-	-		287,264
Interest expense	-	-	6,355	-	-		15,327
Total Expenses	<u>437,079</u>	<u>11,295</u>	<u>101,295</u>	<u>966,577</u>	<u>16,901</u>		<u>302,591</u>
Net Income (Loss)	<u>(91,094)</u>	<u>32,870</u>	<u>132,518</u>	<u>80,505</u>	<u>71,828</u>		<u>394,466</u>
Net UDR Activity for Operations							
Hazardous Tree Removal	(3,258)			(3,258)			
Net Income (Loss) with Board Approved UDR	<u>(94,352)</u>	<u>32,870</u>	<u>132,518</u>	<u>77,247</u>	<u>71,828</u>		<u>394,466</u>
Other Activity							
Net Other UDR Activity*	(4,790)			18,699			
AR Accrual - Prior Year Reversal	-		-	(43,985)			(16,112)
AR Accrual - Current Year	-		-	-			-
Vacation Liability Accrual	(11,077)			(11,630)			
Total Other Activity	<u>(15,867)</u>		<u>-</u>	<u>(36,916)</u>			<u>(16,112)</u>
Grand Total Activity	<u><u>(110,219)</u></u>	<u><u>32,870</u></u>	<u><u>132,518</u></u>	<u><u>40,331</u></u>	<u><u>71,828</u></u>		<u><u>378,354</u></u>

*Prior year recoveries for operations are deposited into the Undesignated Reserve Account (UDR).

**Refer to the last footnote on the Balance Sheet (prior page) for a discussion of Accounting Standards Codification (ASC) 606 and capital dues revenue collections.

Sudden Valley Community Association

Sudden Valley Community Association
Reserve Cash Balance & Activity
 3 Months Actual, 9 Months Projected

UNAUDITED

	Capital Reserve Funds						Operating Reserve Funds			
	CRRRF	Roads	CRRRF Capital Reserve Holding Cash	Board Density Reduction	Mailbox	Mitigation Assignment of Savings*	Total Capital Reserve Funds	Emergency Ops	UDR	Total Operating Reserve Funds
Net Available Cash 12/31/2023	3,624,027	2,039,620	222,019	87,688	126,445	151,528	\$ 6,251,327	362,252	306,265	\$ 668,517
Dues Received	332,808	344,602		-	6,204		683,614	-	32,378	32,378
Storm Water Mitigation Plan Fee		-					-			-
Investment Income	6,988	4,214	249	54	142	48	11,696	406	353	760
Sale of Assets	-			-			-			-
Board Approved Transfers	105,600						105,600			-
Mitigation Release	-	86,923				(86,923)	-			-
2024 Expenditures	(379,849)	(34,628)	(1,400)	-	-		(415,877)		(8,315)	(8,315)
Net Available Cash at 3/31/2024	3,689,574	2,440,731	220,868	87,742	132,791	64,653	\$ 6,636,359	362,658	330,681	\$ 693,339
9 Month Outlook										
Outlook - 2024 Dues (95% collections)	963,312	990,797			17,879		1,971,988			\$ -
Outlook - Prior Year Collections	14,921	15,347			277		30,546		29,454	29,454
CRRRF Loan Payments for year 2024	(249,780)						(249,780)			-
Obligated Expenses/Holdings	(1,936,629)	(1,322,134)	(220,868)			(64,653)	(3,544,284)		(66,810)	(66,810)
Net Usable Cash Balance 12/31/2024	2,481,399	2,124,742	-	87,742	150,947	-	\$ 4,844,829	362,658	293,325	\$ 655,984
Board Recommended Carryover Balance	(600,000)	(500,000)					(1,100,000)			\$ -
Net Usable Cash 12/31/2024, After Recommendation	\$ 1,881,399	\$ 1,624,742	\$ -	\$ 87,742	\$ 150,947	\$ -	\$ 3,744,829	\$ 362,658	\$ 293,325	\$ 655,984
Net Current Year Cash Increase (Decrease)	(1,142,628)	85,122	(222,019)	54	24,502	(151,528)	\$ (1,406,498)	406	(12,940)	\$ (12,533)

*Note, when mitigation period has ended, unspent funds will be returned to the source account, Roads and CRRRF.

Sudden Valley Community Association

Sudden Valley Community Association
 Operations - By Department
 March 1, 2024 to March 31, 2024
 CURRENT MONTH

Whole \$

UNAUDITED

Department	Actual Revenue	Revenue B / (W)	Actual Salary Benefits	Salary & Benefits B / (W)	Actual Other Expense *	Other Exp B / (W)*	Net Income / (Loss) *	Net B / (W)*
ACC / Security	3,500	(1,467)	-	10,245	37,710	(4,329)	(34,210)	4,449
Accounting	1,754	521	45,126	(4,478)	4,404	(1,898)	(47,776)	(5,855)
Administration	102	22	54,960	(2,769)	9,424	(2,045)	(64,282)	(4,792)
Common Costs	3,901	643	-	-	54,363	2,347	(50,462)	2,990
Facilities	5,911	1,765	5,919	19	12,633	9,064	(12,641)	10,848
Maintenance	-	-	47,005	(2,239)	3,323	6,115	(50,328)	3,876
Subtotal	15,168	1,484	153,010	778	121,857	9,254	(259,699)	11,516
Golf	77,363	14,401	85,994	(2,416)	48,823	1,743	(57,454)	13,728
Marina	32,713	449	-	-	842	1,248	31,871	1,697
Rec/ Pools/ Parks	1,958	(2,257)	21,963	(1,989)	4,590	2,676	(24,595)	(1,570)
Subtotal	112,034	12,593	107,957	(4,405)	54,255	5,667	(50,178)	13,855
Subtotal Operations before Ops Dues	127,202	14,077	260,967	(3,627)	176,112	14,921	(309,877)	25,371
Ops Dues Earned	223,428						223,428	
Curr Yr Bad Debts Activity	(4,645)						(4,645)	
Net Ops Dues	218,783	7,499					218,783	7,499
Net Operations	345,985	21,576	260,967	(3,627)	176,112	14,921	(91,094)	32,870
Net BOD Approved UDR Activity for Operations								
Hazardous Tree Removal	-		-		3,258		(3,258)	
Net Operations with Board Approved UDR	345,985	21,576	260,967	(3,627)	179,370	14,921	(94,352)	32,870
Other Operating Activity								
UDR Activity	(345)				4,445		(4,790)	
AR Accrual - Prior Year Reversal	-				-		-	
AR Accrual - Current Year	-				-		-	
Vacation Liability Accrual	-				11,077		(11,077)	
Total Other Operating Activity	(345)				15,522		(15,867)	
Grand Total Operations Activity	345,640	21,576	260,967	(3,627)	194,892	14,921	(110,219)	32,870

* Excludes Depreciation

B / (W) = Better / (Worse) Than Budget

Sudden Valley Community Association

Sudden Valley Community Association
 Operations - By Department
 January 1, 2024 to March 31, 2024
 YEAR TO DATE

Whole \$

UNAUDITED

Department	Actual Revenue	Revenue B / (W)	Actual Salary Benefits	Salary & Benefits B / (W)	Actual Other Expense *	Other Exp B / (W)*	Net Income / (Loss) *	Net B / (W)*
ACC / Security	25,160	19,860	-	21,297	146,664	(56,091)	(121,504)	(14,934)
Accounting	5,234	1,535	85,813	(1,293)	10,668	(3,145)	(91,247)	(2,903)
Administration	370	74	108,117	293	23,880	2,405	(131,627)	2,772
Common Costs	14,623	4,848	-	-	113,095	(5,967)	(98,472)	(1,119)
Facilities	21,527	3,329	11,312	1,370	41,509	12,560	(31,294)	17,259
Maintenance	-	-	100,111	(1,155)	10,519	20,650	(110,630)	19,495
Subtotal	66,914	29,646	305,353	20,512	346,335	(29,588)	(584,774)	20,570
Golf	301,354	17,726	161,871	5,436	98,736	11,321	40,747	34,483
Marina	33,458	1,194	-	-	2,278	2,273	31,180	3,467
Rec/ Pools/ Parks	3,564	(1,580)	38,424	1,740	13,581	5,206	(48,441)	5,366
Subtotal	338,376	17,340	200,295	7,176	114,595	18,800	23,486	43,316
Subtotal Operations before Ops Dues	405,290	46,986	505,648	27,688	460,930	(10,788)	(561,288)	63,886
Ops Dues Earned	668,599						668,599	
Curr Yr Bad Debts Activity	(26,806)						(26,806)	
Net Ops Dues	641,793	7,942					641,793	7,942
Net Operations	1,047,083	54,928	505,648	27,688	460,930	(10,788)	80,505	71,828
Net BOD Approved UDR Activity for Operations								
Hazardous Tree Removal	-		-		3,258		(3,258)	
Net Operations with Board Approved UDR	1,047,083	54,928	505,648	27,688	464,188	(10,788)	77,247	71,828
Other Operating Activity								
UDR Activity	23,768				5,069		18,699	
AR Accrual - Prior Year Reversal	(43,985)				-		(43,985)	
AR Accrual - Current Year	-				-		-	
Vacation Liability Accrual	-				11,630		(11,630)	
Total Other Operating Activity	(20,217)				16,699		(36,916)	
Grand Total Operations Activity	1,026,866	54,928	505,648	27,688	480,887	(10,788)	40,331	71,828

* Excludes Depreciation

B / (W) = Better / (Worse) Than Budget

Sudden Valley Community Association

SUDDEN VALLEY COMMUNITY ASSOCIATION - LOTS & DUES ANALYSIS 2024

	SVCA Owned Lots																											LLE & CTB	Dues Exempt	Total Non Billable Lots	Total All Lots		
	Actual Year Prepaid			Actual Current			Actual 1 Mth Due		Actual 2 Mth Due		Actual 3 Mth Due		Actual 4+ Mth Due		Pmt Plans		Total Prepaid & Current			Total Not Current			Total Billable Lots			Restricted							
	Vac	Dev	Total	Vac	Dev	Total	Vac	Dev	Vac	Dev	Vac	Dev	Vac	Dev	Vac	Dev	Vac	Dev	Total	Vac	Dev	Total	Vac	Dev	Total	Perm	WD10					Avail.	Total
Jan	20	96	116	301	2,517	2,818	24	62	5	13	1	11	16	40	1	14	321	2,613	2,934	47	140	187	368	2,753	3,121	774	0	3	777	737	6	1,520	4,641
Feb	22	104	126	303	2,508	2,811	14	59	10	22	3	6	15	42	1	12	325	2,612	2,937	43	141	184	368	2,753	3,121	774	0	3	777	737	6	1,520	4,641
Mar	23	114	137	307	2,510	2,817	11	57	4	9	4	7	17	44	1	12	330	2,624	2,954	37	129	166	367	2,753	3,120	774	0	3	777	738	6	1,521	4,641
Apr	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jun	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jul	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Aug	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sep	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

LLE = Lot Line Eraser
 CTB = Covenant to Bind

Sudden Valley Community Association - Capital Project Report											
CRRRF Projects Open in 2024											
Updated as of 3/31/2024											
A B A-B											
BOARD APPROVED PROJECT							BUDGETED				
Cost Manager	Approval Date	GL	Project Name	Fund	Status		Board Approved	Total Invoiced	Acctg Funds Obligated		
Turf Manager	1/23/20	9719.18	Trim Mower- Turf	CRRRF	Open	●	44,050	32,842	11,208	LE	
Turf Manager	1/23/20	9719.19	Utility Vehicles	CRRRF	Open	●	104,248	85,560	18,688	LE	
GM	3/12/2020 & 5/25/23 & 9/14/23	9719.20	Marina Dock Replacement	CRRRF	Open	●	169,049	53,218	115,831		
Golf Director	11/5/20	9721.01	Golf Cart Fleet	CRRRF	Open	●	183,900	116,670	67,230	LE	
Turf Manager	3/30/22	9722.02	2022 John Deere 7500A Fairway Mower	CRRRF	Closed	●	84,703	84,703	-		
GM	6/23/22 & 8/1/22	9722.04	Security System	CRRRF	Closed	●	70,116	70,116	-		
GM	6/9/22 & 12/14/23	9722.05	Rekeying of Facilities	CRRRF	Open	●	31,494	16,525	14,969		
Maint Manager	10/27/22 & 10/12/23	9722.08	Area Z Maintenance Facility Remodel	CRRRF	Open	●	483,398	193,504	289,894		
GM	10/27/22 & 9/28/23 & 11/2/23	9722.09	Barn 8 Refurbishment	CRRRF	Open	●	824,530	62,901	761,629		
Maint Manager	1/12/23	9723.01	Sno-Way Sander	CRRRF	Closed	●	9,053	9,052	-		
GM	1/12/23	9723.02	Gate 9 Bus Shelter Roof	CRRRF	Closed	●	1,665	1,662	-		
GM	1/26/23 & 4/13/23	9723.03	Playground ADA Improvements	CRRRF	Open	●	107,867	103,051	4,816		
GM	1/12/23	9723.04	Austin Creek Repair	CRRRF	Open	●	32,571	9,703	22,868		
GM	3/9/23 & 3/14/24	9723.05	Tennis Court Resurfacing & Fencing	CRRRF	Open	●	321,717	16,051	305,666		
GM	3/9/23	9723.06	Marina Dock Preliminary Design & Estimate	CRRRF	Closed	●	12,188	12,188	-		
GM	3/9/23	9723.07	Website Improvements	CRRRF	Open	●	10,483	5,497	4,986		
GM	4/13/23 & 4/27/23 & 5/11/23	9723.08	Welcome Center HVAC	CRRRF	Closed	●	47,977	47,976	-		
Maint Manager	4/27/23	9723.10	UTV for Snow Removal	CRRRF	Closed	●	39,331	39,331	-		
Turf Manager	5/11/23	9723.11	Golf Course Irrigation System Control Panel	CRRRF	Open	●	44,981	19,548	25,433		
GM	5/25/23	9723.12	Main & Quiet Pool Furniture	CRRRF	Open	●	10,500	7,533	2,967		
GM	5/25/23	9723.13	Area Z Tall Barn Refurbishment	CRRRF	Open	●	59,475	59,180	295		
GM	9/14/23	9723.14	Turf Care Shed Roof Replacement	CRRRF	Open	●	19,022	17,042	1,980		
Maint Manager	9/28/23 & 4/25/24* *Effective 11/30/23	9723.15	Backhoe 420E Repair	CRRRF	Closed	●	58,385	58,809	-	X	
Maint Manager	10/12/23	9723.16	Maintenance Shop Generator	CRRRF	Open	●	16,290	-	16,290		
Golf Director	12/14/23	9723.17	10 Additional Golf Carts Lease	CRRRF	Open	●	81,600	1,326	80,274	LE	
Maint Manager	1/25/24	9724.01	Turf Building Remodel-HVAC	CRRRF	Open	●	9,009	4,505	4,504		
Maint Manager	1/25/24	9724.012	Turf Building Remodel-Permit/Design	CRRRF	Open	●	9,755	-	9,755		
GM	1/25/24	9724.02	Asphalt Cart Path Repairs	CRRRF	Open	●	54,080	-	54,080		
Maint Manager	1/25/24	9724.03	Fleet Replacement OP-1 & OP-12	CRRRF	Open	●	90,480	72,906	17,574		
Turf Manager	2/22/24	9724.04	Kubota M5660SUHD Tractor	CRRRF	Open	●	50,937	-	50,937		
Turf Manager	2/22/24	9724.05	Sand Trap Rake	CRRRF	Open	●	32,579	-	32,579		
Maint Manager	2/22/24	9724.06	Club House HVAC 20 Ton Design/permitting	CRRRF	Open	●	22,176	-	22,176		
							Open Projects Total, CRRRF	\$ 3,137,609	\$ 1,201,399	\$ 1,936,629	
LE These line items represent five-year finance leases, which means the obligated costs will be spread out over five-year periods.											
X Overbudget amount of \$424 will be charged to operations for this line item.											

Sudden Valley Community Association - Capital Project Report

Roads Projects Open in 2024

Updated as of

3/31/2024

A

B

A-B

BOARD APPROVED PROJECT

BUDGETED

Acctg Funds Obligated

Cost Manager	Approval Date	GL	Project Name	Fund	Status	Board Approved	Total Invoiced	Acctg Funds Obligated
GM	3/25/21	9921.03	2021 Southern Court Stabilization & Asphalt Repairs	ROADS	Open	189,271	171,136	18,135
GM	5/27/21 & 4/13/23	9921.05	Culvert C-315	ROADS	Open	481,615	443,438	38,177
GM	1/27/22	9922	Fast Response Unforseen Drainage Issues	ROADS	Closed	83,208	83,207	-
GM	2/10/22	9922.1	2022 Roads Repair Project	ROADS	Closed	30,000	29,599	-
GM	5/4/22 & 7/14/22	9922.5	Road & Drainage NOA Projects	ROADS	Closed	573,239	573,238	-
GM	5/4/22	9922.6	Spring Road, Cascade Lane, Greenhill Road Repairs	ROADS	Closed	850,199	850,198	-
GM	6/9/22	9922.7	Marina Parking Lot Grading	ROADS	Closed	30,000	29,942	-
GM	10/13/22	9922.8	Cold Spring Drainage Repair	ROADS	Open	35,596	18,648	16,948
GM	2/9/23	9923.1	10 Year Capital Roads & Drainage Improvement Plan	ROADS	Open	132,350	119,069	13,281
GM	5/11/23	9923.2	2023 Pothole & Minor Roads Repairs	ROADS	Closed	35,000	34,998	-
GM	4/27/23	9923.3	2023 Roads On-Call Engineering	ROADS	Open	40,000	39,995	5
GM	5/11/23	9923.41 & 9923.412	2023 Street Sign Replacement	ROADS	Open	31,084	30,099	985
GM	5/11/23 & 6/8/23	9923.42	2023 Street Pavement Markings	ROADS	Open	31,803	26,259	5,544
GM	5/11/23 & 6/8/23	9923.43	2023 Roads Project- Asphalt Repairs	ROADS	Open	295,735	261,915	33,820
GM	8/10/23	9923.5	2024 Road & Drainage Design - Permitting	ROADS	Open	36,619	5,602	31,017
GM	8/10/23	9923.6	2023 Culvert Replacements	ROADS	Closed	109,712	109,711	-
Maint Manager	11/16/23	9923.7	2023 Fast Response Drainage Issues	ROADS	Closed	85,000	84,998	-
Maint Manager	2/22/24	9924.1	2024 Fast Response Drainage Issues	ROADS	Open	88,400	-	88,400
GM	2/22/24	9924.2	2024 On- Call Engineering	ROADS	Open	41,600	8,404	33,196
GM	2/22/24	9924.3	2024 Potholes & Minor Road Repairs	ROADS	Open	36,400	2,115	34,285
GM	2/22/24	9924.4	2024 Deer Run Lane & SVCA Culvert Replacements	ROADS	Open	699,000	-	699,000
GM	2/22/24	9924.5	2024 Renewal of 5-yr programmatic Permits	ROADS	Open	30,000	-	30,000
GM	2/22/24	9924.6	2024 Area Z Access Bridge Design/permitting & Culv	ROADS	Open	131,004	7,635	123,369
GM	2/22/24	9924.8	2024 Cold Spring Drainage Improvements	ROADS	Open	30,000	-	30,000
GM	2/22/24	9924.9	2024 Bi-Annual Bridge Inspections	ROADS	Open	5,561	-	5,561
Subtotal Roads Open Projects						\$ 4,132,396	\$ 2,930,206	\$ 1,201,723
Maint Manager	2/9/23 & 4/27/23	9923.08	2023 CVC Supplies & Outside Contractor	ROADS	Closed	420,141	434,460	- A
Maint Manager	2/9/23	9923.082	2023 CVC Wages, Taxes, & Benefits	ROADS	Closed	69,860	52,856	- A
Subtotal 2023 Roads CVC Project						\$ 490,001	\$ 487,316	\$ -
Maint Manager	2/22/24	9924.7	2024 CVC Supplies & Outside Contractor	ROADS	Open	59,520	-	59,520 B
Maint Manager	2/22/24	9924.72	2024 CVC Wages, Taxes, & Benefits	ROADS	Open	65,800	4,909	60,891 B
Subtotal 2024 Roads CVC Project						\$ 125,320	\$ 4,909	\$ 120,411
Open Project Totals, Roads						\$ 4,747,717	\$ 3,422,431	\$ 1,322,134
		A	9923.08 and 9923.082 are the same project.					
		B	9924.7 and 9924.72 are the same project.					

Sudden Valley Community Association - Capital Project Report											
UDR Projects Open in 2024											
Updated as of 3/31/2024											
A B A-B											
BOARD APPROVED PROJECT							BUDGETED				
Cost Manager	Approval Date	GL	Project Name	Fund	Status		Board Approved	Total Invoiced	Acctg Funds Obligated		
GM	12/19/16	9902	Area Z Mitigation	UDR	Open	●	186,290	179,053	7,237		
GM	4/13/23	9623	Firewise	UDR	Open	●	4,000	6,723	(2,723)	A	
GM	4/13/23	9623.02	Firewise Wages, Taxes, & Benefits	UDR	Open	●	27,600	17,046	10,554	A	
			Total Firewise				\$ 31,600	\$ 23,769	\$ 7,831		
GM	3/28/24	9624.01	2024 Hazardous Tree Removal	UDR	Open	●	55,000	3,258	51,742		
			Open Project Totals, UDR				\$ 272,890	\$ 206,080	\$ 66,810		
		A	9623 and 9623.02 are the same project.								



Sudden Valley Community Association
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 4 Clubhouse Circle Bellingham, WA 98229
 www.suddenvalley.com

APPROVAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: May 2, 2024
Subject: Approval of GM Recruiting Contract

Purpose

To receive approval for the recommended GM Recruitment Contract.

Background

My employment contract ends on October 31, 2024, and, although I have been encouraged by the current Executive Team to extend my time at SVCA, I have chosen not to do so.

I recommend that the Board partner with an experienced recruitment firm to identify a candidate for this important role. To facilitate this, I reached out to five executive recruitment firms that had a relevant area of specialization, a demonstrated history of successful placements, and positive client reviews. Of the five, four elected to submit a proposal. Following is a summary of the firms contacted:

- Adamen, Inc. – Quoted
- Scion Executive – Quoted
- Prothman – Quoted
- GSI – Quoted
- Atarid – Did not provide a quote

I believe that all four of the firms which provided a quote would be able to successfully complete a GM search. The table below summarizes the pros and cons of each firm.

Firm	Pros	Cons
Adamen, Inc	<ul style="list-style-type: none"> • Familiar with SVCA • Great industry contacts 	<ul style="list-style-type: none"> • The principal, Julie Adamen, believes that the role requires compensation significantly higher than budgeted • Candidates making that amount of money typically require more staff resources to make them successful

Scion Executive	<ul style="list-style-type: none"> • Emphasis on cultural fit contributes to their having an excellent candidate retention rate • Only firm to emphasize the importance of DEI 	<ul style="list-style-type: none"> • Most expensive proposal • Not sure whether mission-driven candidates would see SVCA as a good fit
Prothman	<ul style="list-style-type: none"> • Has recently completed searches in our area (Skagit Transit & Port of Bellingham) • Access to a likely candidate pool (Government Employees) • Affordable 	<ul style="list-style-type: none"> • Government is different than property management; not every candidate with government experience will be able to transition successfully
GSI	<ul style="list-style-type: none"> • Has many successful and recent placements at both large and small clubs • Offers consulting services that could be very helpful going forward 	<ul style="list-style-type: none"> • This firm's focus on amenities may not be aligned with SVCA as a primarily residential community

I also evaluated each of the proposals using the criteria used in 2021 to evaluate search firms (see attachment)

Proposal

After considering both of these evaluations, I recommend that the SVCA Board of Directors select Prothman or GSI as their recruiting partner for the GM search. The flat fees offered by these firms indicate that they recognize that they are being hired to serve SVCA and not the candidates being placed. While Prothman's local expertise is a distinct advantage, GSI's experience in managing amenities should identify a candidate that will be able to develop new and improve current revenue streams, an important priority for the Association.

Motion

Move that the SVCA Board of Directors select VENDOR NAME as their recruiting partner for the GM search.

Approvals

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President



An overview of processes during the recruitment period utilized by Adamen Inc.

Profile Development

The success of General Manager depends not on their ability to be task-driven, though of course that is important. It depends on their ability to recognize and work within the political structures of the Board, committees and residents to the betterment of the organization and to achieve the short- and long-term goals of the Board of Directors. This position takes a certain skill-set, education, experience and track record within the industry. Candidates who can occupy it successfully will not be plentiful.

Developing a pool of qualified candidates

In addition to our own advertising, we currently have a database compiled over 25 years of experienced onsite managers. We also maintain an extensive network of personal and professional contacts within the community management industry and use it to the client's advantage. Unequivocally, if we don't know, personally, the candidates applying for this position from our industry, we are one degree of separation from someone who does. Our professional relationships, built over 35 years, allow us insight and information regarding candidates that no other firm can provide. This is in stark contrast to companies that may specialize in executive placement and dabble in community association management, which must solely rely on the publicly available list of credentialed managers from our professional organization, Community Associations Institute. Valuable, yes, but far from comprehensive, and without insight in to the candidate's work product.

Support of applicants

As recruiter and consultant, it my job to keep the candidates "warm" and buoyed throughout the process of vetting, interview and selection. This does not need to be requested, it actually is what we do, and what we believe in. People should be treated with dignity and respect, regardless of their place in the process. This method reflects well on all of us, including the client. In addition, although certain candidates may not be right for your position, they will be right for another down the road with us. Keeping them apprised of the course of events and giving them feedback is the right thing to do. We do not leave people in the dark.

Primary individual responsible for recruiting

I, Julie Adamen, will be the sole recruiter and responsible party. CV is attached. In short, I have been in the community management industry for over 34 years, have been a management company executive and a large-scale community manager (Palm Valley Homeowners Association, Palm Desert, CA) and have been recruiting and placing community managers, management company executives and General Managers for 25+ years. The buck stops here.

Expectations for coordination

Once we are off and running, we expect a single liaison or a small group from the Board and/or Search Committee who will be responsive to email and phone communication, and be timely and forthcoming with information regarding feedback, status of process and other issues as they arise.

Standard services provided in addition to recruitment

Review of and suggestions for changes to the job description, candidate requirements and remuneration package, discussion on current market conditions nationally, regionally and locally as pertains to experienced, large-scale community managers. Other things may crop up, it is difficult to predict without further discussion.

Reference and background checks

In addition to either personal or professional knowledge of the candidates that would be presented, we ask for references as needed. We do not conduct criminal or civil background checks due to liability issues having to do with being unable to guarantee the use of the information after it is given to the client; however, most associations have those mechanisms in place as they have a number of in-house staff for whom these checks and others must be done as a matter of policy.

Regarding comprehensive salary information of General Managers

Adamen Inc. maintains the most comprehensive database of **General Manager Salaries in the community management industry**, and maintains the most up-to-date knowledge of the community management employment market. Be advised there are salary surveys available from CAI; however, being familiar with those documents (and having sat on that task force, twice), its lack of respondents in any number by region and by type of community, as well as its lack of timeliness, make it an informational, yet anecdotal text.

Regarding timeframe of placement

Our industry is at full-employment: There are few, if any, qualified onsite managers with the right skill-set who available, or who are even entertaining a change in employers. The association will be looking to pluck a successful manager out of an existing position and all that entails, the most salient factor being those managers will have a current employment contract that calls for a minimum 30-day notice of termination. In addition, Boards often have difficulty in being able to meet and/or calendar interviews in a timely manner due to their own schedules, etc. In light of these facts and others, it is estimated that from the signing of a contract to the candidate's first day of employment will be 3 to 6 months.

Our fee

Our fee for placement is a flat 17% of the first years' salary.

Exclusivity

We will require exclusivity of contract for this placement.



EXCLUSIVE PLACEMENT AGREEMENT

This Exclusive Placement Agreement (“**Agreement**”) is made this ____ day of _____ 2024 (“**Effective Date**”) by and between Sudden Valley Community Association, a Washington Non-Profit Corporation (“**Client**,” as further defined below) and **Adamen Inc.**, a Nevada Corporation (“**Adamen**.”)

WHEREAS, Adamen is in the business of placing candidates to serve as employees or independent contractors;

WHEREAS, Client desires such candidate placement services; and

WHEREAS, Adamen agrees to introduce candidates to Client, and Client agrees to retain Adamen for its placement services, and both parties desire to enter into this Agreement to define the terms and conditions of their agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant, stipulate, and agree as follows:

1. **Recitals.** The foregoing Recitals shall be incorporated into this Agreement as if fully set forth herein.
2. **Placement Services.** Adamen shall endeavor to locate and Introduce Candidates (as defined below) to the Client to employ for the Position described in Paragraph 2.A. Adamen shall have placed a Candidate when Client hires such Candidate Introduced by Adamen for the Position at any Client location within the Term of this Agreement (“**Placement**.”) Placement expressly includes retention of a Candidate as a temporary hire or an independent contractor.
 - A. **Position.** Client hereby retains Adamen to locate and Introduce Candidates for the position of General Manager (which expressly includes any similar position within the same Candidate Category, defined below) (collectively, “**Position**.”) **Attachment A** is a job description and/or scope of work for the Position, which is subject to change, but substantially describes the Position (attached hereto and incorporated herein.)
 - B. **Candidate Category.** Following are the various Candidate Categories covered by this Agreement, each a “**Candidate**.”
 - i. **Executive Managers.** Positions for an Executive Manager Candidate include, but shall not be limited to, On-Site Managers, Executives or Supervisory Managers, Controllers, Independent Sales Staff or Marketing personnel or staff who will directly supervise other employees.
 - ii. **Support Staff.** Support staff Candidates include those positions without additional supervisory duties, including, but not limited to, Portfolio Managers, Customer Service Staff, Assistants, and Entry Level Accounting Personnel.
 - iii. **Other Candidates.** Positions for other Candidate Categories are those not described above, and the qualifications and duties for such positions shall be specifically described in writing and attached as an exhibit, which shall be incorporated herein by reference.
 - C. **Introduction.** “**Introduced**” means that Adamen was the first Placement firm, search firm, or other individual or entity who, after the Effective Date of this Agreement, presents any particular

Candidate to Client by way of such Candidate's resume or information, and includes a re-introduction, such as in the case of multiple interviews, multiple offices, or presentations of the Candidate over multiple months or years. Immediately upon execution of this Agreement, the Client agrees to transfer to Adamen any and all recruiting information, including resumes, employee resumes, emails or any other documents on potential Candidates that the Client has obtained for the Position prior to this Agreement, which such potential Candidates shall be vetted by and deemed Introduced by Adamen.

- D. **Term; Termination; Survival.** The "**Term**" of this Agreement commences upon the Effective Date for an unspecified period of time; however, for purposes of Candidate Placement and related provisions, it specifically includes the Introduction Period for any Candidate Introduced by Adamen. The "**Introduction Period**" is that twelve (12)-month period commencing at such time as the Candidate is Introduced to Client, or in the case of a re-introduction, twelve (12)-month period commencing at such time as the Candidate is re-introduced to Client. This Agreement may be terminated by either party upon written notice; however, termination only terminates Adamen's search and Placement efforts. All other provisions of this Agreement shall survive termination. Adamen may seek to change the terms of this Agreement by presenting a new contract to Client for signature, which will terminate this Agreement, and Client is under no obligation to sign the new agreement. **Notwithstanding anything to the contrary herein, Client's obligation to pay the Placement Fee for any Candidate Placed by Adamen within the Term is absolute and such obligation shall survive termination or cancellation of this Agreement.**
 - E. **Exclusivity of Contract.** Adamen holds exclusivity of contract for Placement of the Candidate. Client is precluded from self-recruiting activities, self-placement of any individual, no matter how the contact was initiated, including hiring and/or promoting from within the Client's organization (collectively, "**Self-placement**") during the Term. The Client is also precluded from retaining another firm or entity to conduct a search for candidates during the Term. Should the Client use Self-Placement or enter into a contract with another firm or entity concurrently with this Agreement, and a Placement is made by Self-Placement or alternate firm or entity for the Position, that hire shall be deemed to have been Introduced to the Client by Adamen pursuant to the terms herein, and Adamen shall be entitled to its full Placement Fee.
3. **Placement Fee:** In consideration of Adamen providing search and Placement services to Client, Client agrees to pay a "**Placement Fee**" for each Candidate Placed. The Placement Fees are dependent upon the Candidate Category, as follows:
- A. **Executive Managers:** The Placement Fee for Placement of an Executive Manager Candidate shall be seventeen percent (17%) of the gross yearly wage, excluding the benefit package paid that individual.
 - B. **Support Staff:** The Placement Fee for a Support Staff Candidate shall be twelve percent (12%) of the gross yearly wage excluding the benefit package paid that individual.
 - C. **Other Candidates:** The Placement Fee for Other Candidates shall be negotiated in advance, and the terms of such Placement shall be documented in an attachment, as described in Section 9 Special Terms or Conditions.
 - D. **Graduated pay schedule.** If the pay schedule for any prospective employee is to be graduated over a one-year period, at the time of hiring Client will make a good faith estimate of the total annual salary on which the Placement Fee will be based and forward that estimate to Adamen, no later than the date of the employment offer to the Candidate.
 - E. **Temporary Placement.** Should Adamen Place a Candidate whose placement is temporary in nature, Client agrees to pay to Adamen seventeen percent (17%) of gross wages paid to an Executive Manager Candidate or twelve percent (12%) of the gross wages paid to a Support Staff

Candidate. Should the temporary Placement become permanent in nature, Client agrees to pay Adamen the full Placement Fee, less the amount paid for temporary Placement for such Candidate.

4. Payment:

- A.** All Placement Fees are due and payable to Adamen within thirty (30) calendar days of the Candidate's official start date unless otherwise agreed upon in writing by both parties. In the case of temporary staffing, Client shall be invoiced at the end of each month that staff is in the contract or employ of Client.
- B.** Client shall provide a copy of the Employment Agreement between the Client and the Candidate, or such other documentation showing the gross yearly wages used for calculation of the Placement Fee, along with payment of the Placement Fee.
- C.** Client acknowledges and agrees that its obligation for payment of the Placement Fee accrues at such time that the Candidate is Placed. Client agrees to execute the Employment Agreement at that time and provide a copy to Adamen.
- D.** Any payment not paid when due shall constitute a default and will be subject to interest at the annual rate of seventeen percent (17%) compounded monthly.

5. Guarantee. Adamen shall provide an early termination Placement guarantee ("**Guarantee**") to Client for each Candidate Placed.

- A.** The Guarantee period for Executive Managers shall be one hundred twenty (120) calendar days beginning at the Candidate's official start date, and ninety (90) days from the beginning of the Candidate's official start date for Support Staff (the "**Guarantee Period**"). If, during the Guarantee Period, the Candidate leaves on his or her own accord or is terminated for any lawful reason, this Guarantee will be honored by Adamen, so long as all Placement Fees are paid, and Client is not otherwise in Default. After the Guarantee Period, Client deems the Candidate suitable.
- B.** If the Candidate leaves pursuant to Paragraph 5.A, Client shall provide appropriate termination documentation to Adamen within fifteen (15) days of departure. Adamen will make every effort to provide a replacement Candidate at the same salary for the vacated position, and such Placement shall be at no charge to Client. Changes in the job specifications or salary will affect the Adamen Placement Fee. At the sole discretion of Adamen, such changes may result in additional charges due from Client, so that the total Placement Fee paid represents either seventeen percent (17%) or twelve percent (12%), depending upon the Candidate Category.
- C.** If Adamen is unable to replace that Candidate at the same salary for any reason, within a commercially reasonable time period, as determined by Adamen in its sole and absolute discretion, Adamen will refund the Placement Fee, less a pro-rated share of the fee paid, which is equal to the time the individual was in Client's employment. Such reimbursement shall be based on an expected, reasonable minimum of one year's employment, pursuant to the following example:

Example:	
Employee Length of stay with Client:	8 weeks
Placement Fee Paid by Client:	\$20.000.00
Pro-rate Formula: $\$20.000.00 / 52 \text{ weeks} = \384 per week , 8 weeks x \$384	
per week = prorated amount:	<u>-\$3.072.00</u>
Reimbursement Due to Client: Placement Fee paid (\$20.000.00) less prorated amount of \$3.072.00=	\$16.928.00

6. Client / Candidate Conditions:

- A. "Client"** is defined as the entity referenced above, expressly including, without limitation, all of its offices, divisions, affiliates, subsidiaries, or entities under the control of Client, and each of their owners, officers, operators, managers, Board Members, members, employees or agents.
- B. Independent Candidate Contact with Client:**
 - i. Within the Term, should any Candidate Introduced by Adamen contact Client for the purpose of employment in any capacity, no matter how the contact was initiated, Client agrees to provide Adamen immediate disclosure of such contact by telephone and in writing, under Section 8. A. Client must supply any and all supporting documentation with date(s) of such contact. Should Client hire this Candidate within the Term, Client is obligated to pay the Placement Fee. Should Client attempt to circumvent Client's contractual obligations by hiring a Candidate Introduced by Adamen without proper disclosure, that action shall result in damages due Adamen, including the entire Placement Fee for the Candidate as prescribed herein and any and all other costs, fees or expenses, including any actual attorneys' fees and costs incurred. Such damages shall be due and payable immediately by Client, and nonpayment of which shall be subject to the default interest rate specified in Section 4. D., which such interest shall accrue starting thirty (30) days after the Candidate's official start date.
 - ii. Client shall make any and all offers of employment directly to Adamen in writing, and not to the Candidate in any form, unless previously agreed to in writing by both parties.
- C. No Representations or Warranties.** Adamen does not represent or warrant the truthfulness or validity of statements, claims, written resumes, curriculum vitae, references or documents provided by Candidate. Client assumes all responsibility for verification of the truthfulness or validity of statements, claims, written resumes, curriculum vitae, references or documents provided by the Candidate. Client agrees to immediately defend, hold harmless and indemnify Adamen, its officers, directors, shareholders, employees, representatives and agents (collectively "**Indemnified Parties**") from and against any and all claims, causes of action, damages, liabilities, fees and costs, including attorneys' fees and costs, arising from or relating to the Candidate, including but not limited to, his or her statements of qualification for the Position or the performance of his or her work.
- D. Intellectual Property.** All information and resumes provided by Adamen to Client are deemed to be the intellectual property of Adamen. Client agrees not to give, share, sell, or otherwise divulge the intellectual property presented or any information contained therein to any other person or entity outside of the organization where the Candidate is to be interviewed. Any breach of this provision shall result in damages which include, but are not limited to immediate payment to Adamen by Client of the entire Placement Fee for any of the Candidate(s) whose resume is the subject of the intellectual property so divulged.

7. Conflict Provisions:

- A. Governance.** This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Nevada, without giving effect to the provisions thereof regarding conflict of laws. The parties hereby (a) irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Nevada and of the courts of the United States of America located in the State of Nevada (the “**Nevada Courts**”) for any conflict arising out of or relating to this Agreement; (b) waive any objections to the laying of venue of any such action in the Nevada Courts; and (c) agree not to plead or claim that such action brought in any Nevada Court has been brought in an inconvenient forum.
- B. Remedies.** The Client recognizes that, in the event the Client fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy of law may prove to be inadequate relief to Adamen. Therefore, the Client agrees that Adamen, in addition to any other remedy at law or equity, at its option, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.
- C. Waiver of Jury Trial.** EACH OF THE PARTIES HERETO WAIVES ANY RIGHT WHICH IT MAY HAVE TO HAVE ANY DISPUTE WITH RESPECT TO THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT TRIED BEFORE A JURY AND AGREES THAT, UNLESS THE PARTIES AGREE TO USE AN ALTERNATIVE DISPUTE RESOLUTION METHOD, SUCH AS MEDIATION AND/OR ARBITRATION, ALL SUCH DISPUTES SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY.
- D. Attorneys’ Fees:** In the event any claim or proceeding is brought to enforce or interpret the terms hereunder, the Prevailing Party in such action shall be entitled to recover reasonable attorneys’ fees and costs incurred. The “**Prevailing Party**” includes, without limitation, a party who agrees to dismiss a suit or proceeding upon the other’s payment or performance of substantially the relief sought. Attorneys’ fees and costs shall include, without limitation, fees incurred in connection with (i) post-judgment motions and collection actions; (ii) contempt proceedings; (iii) discovery; (iv) bankruptcy litigation; and (vii) reasonable travel and lodging expenses. The terms of this Section 7.D. shall survive termination of this Agreement. Should the parties agree to mediation, each party shall pay their own attorneys’ fees and costs and shall split the mediator’s fee equally.

8. General Provisions:

- A. Notice:** Any notice required or permitted under this Agreement may be given by electronic mail or by certified mail at the addresses listed below. Each party agrees to notify the other in writing of any change in address at least ten (10) days in advance of such change. Notice sent to these addresses in the manner specified shall be deemed served even if not received.
- B. Prohibition of Assignment:** Neither party may assign their rights or obligations under this Agreement without the written consent of the other party.
- C. Entire Agreement:** This supersedes any and all other agreements, either oral or in writing, between the parties hereto. Client hereby acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by Adamen or anyone acting on its part, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party. This Agreement can be modified only by written agreement signed by both parties.

- D. Execution:** This Agreement may be made in two or more original or facsimile counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- E. Client Representations and Warranties:** The individual making and entering this Agreement on behalf of Client represents and warrants that: (i) he or she has the legal power, right and authority to make and enter this Agreement and bind the Client hereto; (ii) the Client organization name is the complete and accurate legal name and entity type; (iii) the Client organization is duly formed and validly existing in good standing under the laws of the state where it was formed; and (iv) all requisite action (corporate, trust, partnership or otherwise) has been taken by Client in connection with entering into this Agreement and all such necessary action has been taken to authorize the transaction contemplated herein; no additional consent of any individual, director, shareholder, partner, member, manager, trustee, trustor, beneficiary, investor, or other party shall be required for Client to execute this Agreement.
- F. Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- G. Third Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.
- 9. Attachments or Appendices:** All Attachments or Appendices described above, if any, are hereby incorporated within this contract.

IN WITNESS WHEREOF, Client and Adamen have executed and delivered this Agreement and intend to be bound by the terms of this Agreement effective as of the Effective Date set forth above.

Signature Page Follows



**Julie Adamen, President, Adamen, Inc.
37042 S. Hollygreen Dr.
Tucson, AZ 85739**

CLIENT:

Legal Organization Name:

Entity Type:

Authorized Signature:

Title:

Please Print Name

Organization Information:

Street:

City:

State:

Zip:

Telephone:

E-mail:

Facsimile:



Jon Stout

Executive Director/Co-Founder

Free Speech TV

June 29, 2022

To Whom It May Concern,

I am providing this reference with pleasure to support Scion Executive Search, a division of Scion Staffing, Inc., as an outstanding search firm to partner with your organization for your executive search.

Our organization, Free Speech TV, partnered with Scion in 2021-22, during which time they assisted with our search for our next General Manager, a key member of our executive leadership team. Free Speech TV is national nonprofit independent television and digital media network dedicated to racial, economic and environmental justice. I couldn't have been happier with the Executive Search Principal leading our search. She was consummately professional, strategically deft, readily available, quick to respond, and always a pure joy to work with. The Scion team set an ambitious, but realistic, timeline, and they kept all of us to it so that our ambitious deadlines were met, including the hire and start date.

The Scion team is made up of great listeners and superb collaborators. They spoke with many of our stakeholders and helped us distill what we needed to fill our General Manager vacancy most effectively. They then translated that input into a compelling job announcement. They clearly heard our commitment to finding a strong pool of diverse candidates, reflecting our institutional values and racial justice mission. They shaped the job announcement to be as inclusive as possible, demonstrating their understanding of the role that privilege and inequity play in the leadership opportunities afforded in unequal measures across identity factors such as race, class, gender and sexuality.

Scion's job announcement placement strategy was effective, as was the Scion team's effort to affirmatively reach out to lead generators and prospective candidates. The team produced an impressive--and diverse--pool of finalists, and their succinct candidate profiles made our initial vetting easy and effective. They guided and supported us well through the interview process, finding the appropriate way to integrate internal stakeholders into the process while managing expectations about the executive decision-making structure. To the best of my understanding, the Scion team also supported the candidates well, preparing them for their interviews and following up with them afterwards.

Scion's professional references survey was good at providing an apples-to-apples comparative analysis. While this approach might miss some of the more nuanced information that can be gleaned from personal conversations with references, Scion cleared one candidate's approval for me to personally speak with two professional colleagues who previously worked with that candidate.

Best of all--proof in the pudding--Scion delivered to FSTV a winning candidate whom we were blessed to hire (at our posted salary). Our new General Manager brings to the network a perfect mix of professional experience, a genuine passion for our values and vision, and lived experience that will enrich our culture and the fulfillment of our mission. While this candidate may have never before served in such a senior leadership position, Scion recognized that he was primed to step up into one as the capstone to a long career.

I am grateful to Scion Executive Search for their excellent work on FSTV's behalf. I look forward to an opportunity to work with this team again in the future. Please feel free to contact me at any time of any questions in this regard.

Sincerely,

Jon Stout

A photograph of four business professionals in an office setting. On the left, a man with a beard and curly hair in a blue suit is shaking hands with a woman on the right in a blue blazer. In the background, two other people, a man in a light-colored suit and a woman in a grey blazer, are smiling. The scene is set in front of a large window with a view of a building.

SCION
— EXECUTIVE —

EXECUTIVE
SEARCH PROPOSAL

PREPARED FOR THE SUDDEN VALLEY
COMMUNITY ASSOCIATION

Jo Anne Jensen

Sudden Valley Community Association
14 Clubhouse Circle
Bellingham, WA 98229



Dear Jo Anne,

Thank you for considering Scion Executive Search as your partner in fulfilling your recruitment needs. The prospect of collaborating with the Sudden Valley Community Association to further its mission of fostering a livable and inclusive community through exceptional service, transparency, and responsible stewardship of shared resources, fills us with excitement and purpose.

At Scion Executive Search, we are driven by a deep commitment to supporting nonprofit organizations like Sudden Valley Community Association in achieving their goals. With almost two decades of dedicated service to nonprofits, associations, and community development organizations, we have honed our expertise in identifying and securing leaders for crucial roles, particularly in General Manager searches within the nonprofit sector.

Our track record speaks for itself. Recognized as an Inc. 5000 Top Fastest-Growing Private Company in America and consistently acknowledged by reputable publications such as the Business Times and Forbes, we take pride in our reputation as one of the nation's leading executive recruitment firms. Moreover, being awarded the Best of Staffing for Candidate Experience by Clearly Rated underscores our unwavering commitment to delivering exceptional experiences for both clients and candidates alike.

Central to our success is the extensive network we have cultivated within the nonprofit sector, spanning local, state, and national levels. By partnering with Scion Executive Search, you gain access to a pool of candidates exclusive to our network, ensuring that we can identify and secure individuals who possess the requisite skills and align seamlessly with your organization's culture and values.

Enclosed within this proposal is detailed information outlining our mission-driven approach, methodology, services, and professional fees. As a team, you'll find we are dedicated professionals who are deeply invested in supporting your meaningful mission and programs through exceptional recruitment. Should you choose to entrust us with your recruitment needs, we stand ready to manage every aspect of the process with precision and care.

Thank you once again for considering Scion Executive Search as your recruiting partner. We are genuinely honored at the prospect of working together and eagerly anticipate the opportunity to contribute to the continued success of the Sudden Valley Community Association.

Warm regards,

A handwritten signature in blue ink that reads "Mischa Teichgraeber".

Mischa Teichgraeber,
Senior Partner Development Manager, Scion Executive Search
Scion Executive Search, a division of Scion Staffing, Inc.

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HISTORY

Since 2006, our firm has been leading comprehensive local and national executive searches for nonprofit organizations, foundations, educational institutions, and associations. From the largest community foundations and leading universities to local community organizations, social justice, and cultural institutions, we provide expert recruitment consulting designed to deliver exceptional executive hiring results.

Founded by nonprofit human resource and executive search experts, our firm was designed to uniquely meet the needs of our sector.

Award-Winning Recognition

Scion has consistently been identified by Forbes as one of the Best Executive Recruiting Firms in the World, as well as one of the Best Executive Recruiting Firms in the US and named a Top Fastest Growing Company in America by Inc. 5000.

A Solid Foundation

Scion Executive Search is part of Scion Staffing, Inc., an award-winning nationally recognized professional staffing and executive recruitment firm headquartered in the USA.

Completed Searches

As proven experts in nonprofit recruitment, we have completed over 1000 searches for nonprofit professionals across the nation. View our [clients here](#) and our [impact here](#).

MISSION & CORE VALUES

Diversity, Equity & Inclusion

We believe diverse teams are more than just a strength—they are essential for success. We work with our clients every step of the way to ensure that the application, interview, and hiring process are thoughtfully inclusive, equitable, and beneficial for all. We believe that creating, supporting, and sustaining an inclusive, equitable work culture where all staff members are comfortable and effective (regardless of their background or experience) is imperative for organizational success.

Confidentiality

We are committed to protecting our valued clients and executive candidates. Successful searches require a prudent approach to retaining competitive talent confidentially and effectively.

Quality

We are committed to excellence. We strive to deliver value to our executive search clients. We believe success stems from our dedication and commitment to refinement.

Integrity

We do the right thing. We listen to our clients, communicate honestly, and deliver on our commitments.

Passion

We are passionate about connecting nonprofit executive leadership with nonprofit organizations. We take pride in each executive search we undertake.



Character

We believe in relationships, not just transactions. We deliver on the promises and commitments that we make.

Humanity

Our interactions with clients and each other are conducted ethically and with empathy.

Partnership

Teamwork is paramount in our relationships with clients, alliances, and each other. We are all connected.

Innovation

As members of the Scion Executive Search team, we are committed to challenging ourselves constantly to deliver increasing value to our clients.



OUR EXPERTISE

Scion Executive Search is a retained executive search firm dedicated to meeting the talent needs of nonprofits nationwide. Our firm is deeply rooted in the nonprofit sector, with multiple office locations across the United States. As your partner, we are ready to implement our complete processes and proven search strategies to identify exceptional leadership for your organization.

We are a recognized leader in successful national and local executive searches for nonprofits, associations, and community development organizations. Our executive candidates are genuine agents for change, and our team excels at matching their talents, motivations, and passions to your organization's mission!

The initiation of each executive search is an opportunity for organizational advancement, growth, and reflection. We want you to know that our ambition is to help your organization and ease the hiring process throughout your upcoming leadership transition.

As proven experts in nonprofit recruitment, we understand the importance of hiring experienced candidates who are exceptional leaders. In addition to being inspired by your mission, the individual selected as your incoming General Manager must possess the experience and personal interests that are precisely aligned with your organization's unique culture!

PROVEN PROCESS

EVERY DETAIL EFFICIENTLY TAKEN CARE OF, BASED ON YOUR TIMELINE.

STEP 1: DETAILED ANALYSIS

We meet with your search committee to form a detailed picture of your ideal candidate to identify the best match for your organization's unique needs.

STEP 2: RECRUITMENT

We conduct expedient research to identify qualified potential candidates and utilize our robust network of national and local leaders to identify leadership candidates that fully meet your organizational goals and hiring objectives.

STEP 3: NETWORKING

We identify niche leadership targets, organization types, associations, and professional organizations to contact and network with discreetly.

STEP 4: THOROUGH SCREENING

We carefully explore each prospective candidate's experience, skills, goals, motivations, career aspirations, and overall accomplishments in relation to their prospective effectiveness for the role.

STEP 5: EVALUATION

We base our evaluations on the job description and search objectives established by executive leadership and your selected search committee.

STEP 6: CANDIDATE PRESENTATIONS

We provide insight into the candidates' specific backgrounds, an in-depth view into their leadership style and experience, salary expectations, employment highlights, their specific availability to begin, and facts evidencing the employment match.

STEP 7: CLIENT INTERVIEWS

All the administrative details are taken care of. We coordinate candidate participation, meetings, and scheduling; and offering any advice or preparation on travel arrangements.

STEP 8: FINAL CANDIDATE SELECTION

We showcase important information to consider regarding each candidate's background; ensuring a successful selection is made.

STEP 9: REFERENCES & QUALIFICATIONS

While completing the in-depth reference portion of the process, we actively engage candidates and meticulously verify references to ensure candidate quality and consistency.

STEP 10: FINAL OFFER

Once your organization selects a candidate for hire, we assist in extending a tactful final offer. In turn, we also notify all candidates who applied for consideration and were not selected.

OUR LEADERSHIP NETWORK

Our award-winning nonprofit executive talent network is **unrivaled**. Our nationwide, state, and city-based professional network spans over 14,000,000 candidates and includes over 550,000 direct agency connections. Our vast private and public executive candidate networks empower us to deliver deep and diverse slates of local and national candidates from any location, city, or region in the United States. Simply share your committee's location and regional preferences for where your next leader should hail, and we leverage thousands of candidate prospects while matching your organizational goals and leadership needs to create an exceptional diverse slate of leadership choices.

Our firm is engaged to lead searches in cities and regions with the most growing nonprofit communities, and we are highly skilled at networking and delivering exceptional search outcomes from extremely remote locations to any city in the United States. We extend a deep reach into nonprofit leadership candidates in the nonprofit, foundation, startup, and corporate leadership communities alike.

In addition to our exceptional proven track record, our leadership team and executive search principals are experts who employ modern networking practices to actively educate and shape contemporary nonprofit hiring practices within the executive search industry. Our nimble team utilizes three primary avenues to locate leaders: our network, innovative marketing, and headhunting. We are dedicated to uncovering the very best leadership candidates for our client partners.

Our Network



42% of the executive candidates we will present to our clients hail from our privately built candidate network and national leadership connections.

Innovative Marketing



20% of the candidates we consider for executive openings are from our robust social media following, automated national and local job postings, and strategic outreach.

Headhunting



38% of the leaders we recruit and present come from our strategic networking and headhunting. Who we target is based on the preferences and goals of our clients.

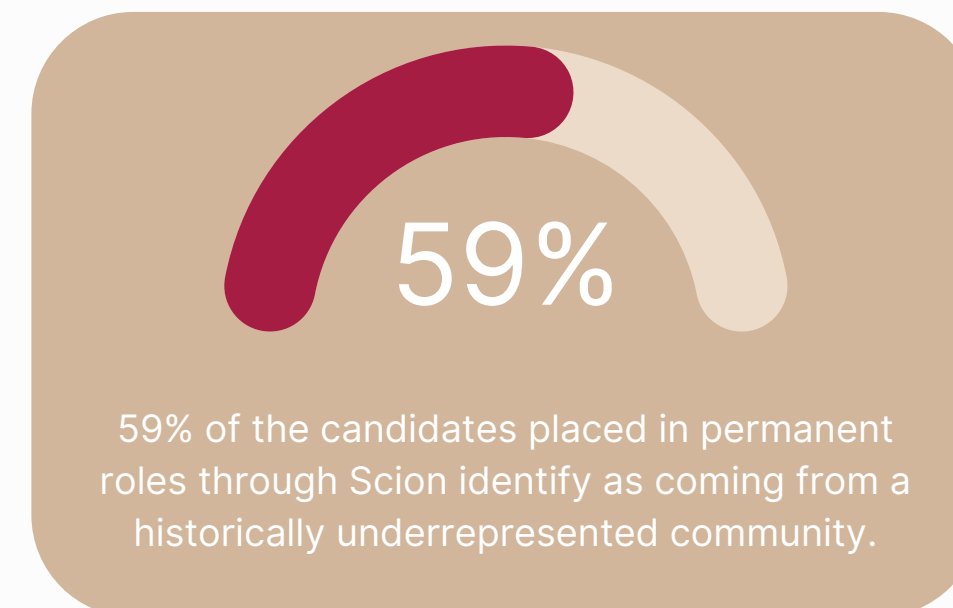
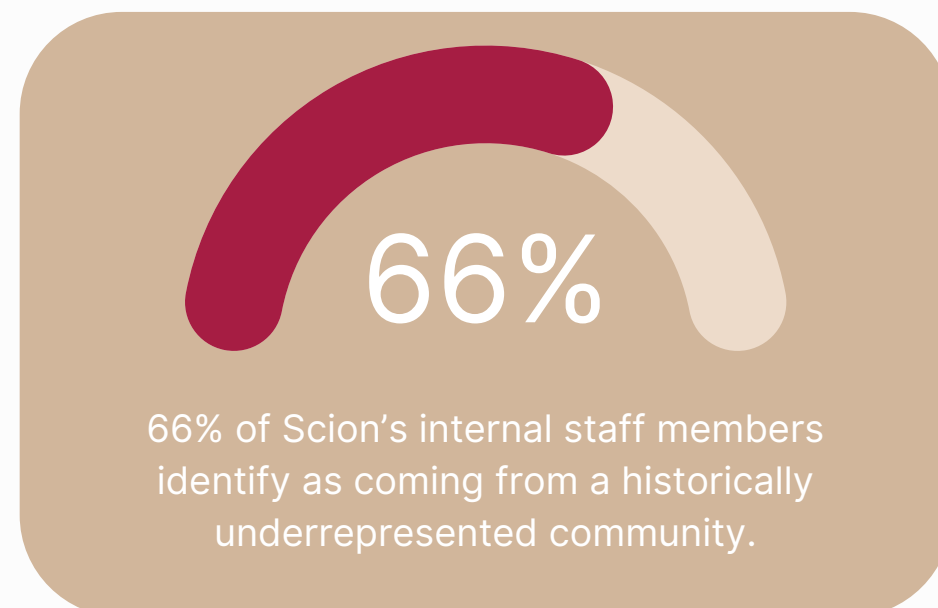


ROBUST & DIVERSE LEADERSHIP EXPERIENCE

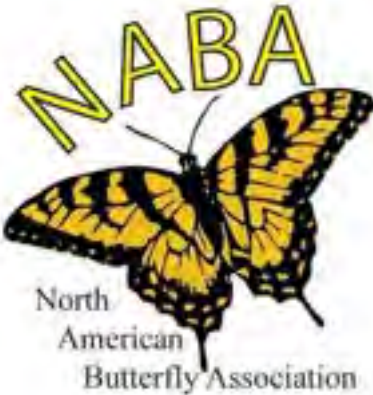
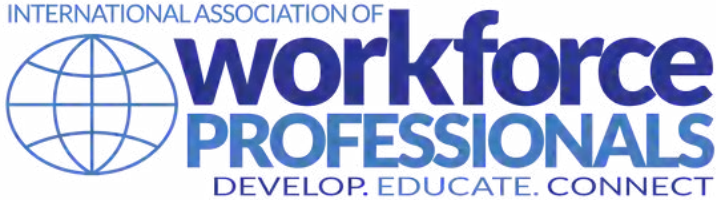
Scion Executive Search is proud to have helped over one thousand search clients reach their hiring goals. We are highly adept at building candidate slates rich in proven expertise, diversity, and that showcase a deep passion for your mission and programs.

Our devotion to *service excellence* and passion for *organizational impact* is our goal. Scion Executive Search is the best match for organizations seeking to identify the best leadership talent on the market and whom value diversity, equity, and inclusion as core business management principles. In accordance with this best practice, we operate under socially conscious business practices and consider diverse, equitable, inclusive, and non-biased recruitment practices to be foundational to our work.

We are committed to utilizing advanced recruitment techniques, data/statistics, and proactive networking for every search we lead. To ensure the greatest outcomes, our search consultants are trained in diversity recruiting best practices and highly skilled at building talent pools with higher-than-average percentages of qualified candidates with diverse backgrounds. Below are statistics we are proud to hold as a firm.



CLIENT EXAMPLES





PROFESSIONAL SEARCH FEE

Scion Executive Search fees are all-inclusive. The only additional fees involved are approved by your organization for our additional available services, such as background checks (including criminal, educational, financial, and civil litigation checks). No additional fee is charged for advertising, research, photocopy/document reproduction, communication, mail, or technology. Approved fees for the previously mentioned varieties of background checks, if requested, and/or consultant travel to on-site meetings will be billed back to your organization as the charge is incurred.

Our firm's professional fee for the search and placement of an incoming General Manager is offered at a rate of 28% of the executive's annual salary with an eight-month placement guarantee.

In some instances, it may be appropriate for your organization to reimburse candidate travel expenses. We will ask you to approve any expense before moving forward with arrangements. Expenses incurred by potential candidates selected to travel for interviewing include but are not limited to airfare, lodging, meals, and ground transportation. Approved expenses will be forwarded for your reimbursement directly to the candidate. This is optional.

GUARANTEE

We stand behind our work with a concrete service guarantee and a total commitment to excellence and search confidentiality.

Our valued clients are always represented in a consistent, personal, ethical, professional, and effective manner. We consciously recruit talent and stand by our guarantees because we are confident in the extraordinary quality of our searches and the talented candidates we select to represent.

If a candidate placed by our firm separates from your organization within the defined search guarantee timeframe, we will repeat the search one time at no additional cost. The replacement search must be initiated within the calendar-day guarantee timeline from the original hire date to be valid.

This guarantee does not apply to a variance in responsibility or significant variance in position authority from that which was represented at the time of hire, layoffs related to budgetary constraints, or unanticipated circumstances, including health issues and acts of nature.



SPECIALIZED SEARCH PARTNERS

We are excited about the prospect of working with your organization! Please find information is available below regarding your proposed search leadership team.

Ex Hopson, PRC, CSC, CDR, CDSP (they/them) ***Executive Search Principal***

Ex Hopson is a strategic and detail-oriented search professional. Building and maintaining genuine relationships comes naturally to them, and their skill is second to none in the networking and candidate-sourcing arenas. Ex is adept at talent sourcing and proactive networking, skillfully cultivating talent pipelines that optimize opportunities for our client partners to secure outstanding leadership. They bring energy and a creative solutions-focused approach to recruitment which pairs perfectly with their passion for enlivening empathic and inclusive organizational culture.

Ex brings a wealth of expertise to their work as an executive search leader, particularly in the realms of diversity, equity, and inclusion. Their profound understanding of the significance of fostering diverse talent ecosystems has been pivotal in developing and enhancing strategic recruitment strategies. As an active and contributing member of our company's Diversity, Equity, and Inclusion committee, Ex possesses a nuanced understanding of the intricacies involved in creating inclusive environments. They leverage this insight to source exceptional talent from a broad spectrum of backgrounds and experiences, ensuring that our clients benefit from teams enriched by diverse perspectives and talents.

Ex's dedication to building robust talent pipelines underscores their commitment to delivering outstanding results in executive recruitment. Leveraging their strategic approach and insightful networking skills, Ex establishes strong connections within the industry, fostering relationships that yield a steady stream of high-caliber candidates. Their proactive engagement with boards and executive teams ensures alignment between organizational goals and talent acquisition strategies, resulting in the identification of candidates who are not only qualified but also well-suited to meet the unique needs and aspirations of clients.

Holding active certifications as a search consultant (CSC), diversity and inclusion recruiter (CDR), professional recruiter (PCR), and diversity sourcing professional (CDSP), Ex graduated from the University of North Carolina at Chapel Hill with a Bachelor of Arts in interpersonal and organizational communications. They are passionate about supporting organizations and entities that are geared towards improving the lives and situations of others, and they have led marketing and branding work for nonprofits in the African diaspora outreach and health and wellness sectors. Ex is also a member of Delta Psi Xi: The Fraternity of St. Anthony Hall, previously serving as vice president of communications and currently serving both as an ambassador and secretary of the Saint Anthony Educational Fund (SAEF).

Kristi Horita Marcouillier, CSC (she/her) ***Senior Associate***

Kristi Horita Marcouillier is an extremely talented and knowledgeable executive search professional. Possessing exceptional talent sourcing skills and proactive networking expertise, Kristi possesses a wealth of client-facing project management experience and her robust background in writing and research underscores her steadfast dedication to capturing crucial details.

Kristi brings an abundance of knowledge to our team, particularly in the spheres of diversity, equity, and inclusion. Her deep comprehension of the importance of cultivating varied talent ecosystems has played a pivotal role in crafting and refining strategic recruitment approaches. With past service as a member of our company's Diversity, Equity, and Inclusion committee, Kristi's commitment to advancing diversity not only mirrors her fundamental values but also bolsters her capacity to assist our clients in fostering inclusive environments where each person's distinctive contributions are valued, honored, and celebrated.

A certified search consultant (CSC) and a graduate of the University of California, Berkeley (Cal), Kristi earned her Bachelor of Arts in English with a minor in conservation and resource studies. At Cal, Kristi engaged in meaningful research pertaining to racial discourse in literature and the interdisciplinary area between the humanities and environmental sciences, and she worked for the same accountancy firm throughout her entire undergraduate career. Despite the immensity of her academic and professional demands, Kristi also served as a staff reader for Berkeley Fiction Review and as a teaching assistant in environmental biology. Additionally, Kristi has volunteered with animal sanctuaries and shelters and served as a peer mentor to other Cal students who had transferred from community colleges.

SPECIALIZED SEARCH PARTNERS

We are excited about the prospect of working with your organization! Please find information is available below regarding your proposed search leadership team.

Elissa Dumiak, SHMR-SCP, CDR, CMVR, CSMR, CIR, CSC, PRC (she/her)
Managing Director

Elissa Dumiak is the dynamic and inclusive leader of Scion's executive search division. Overseeing a remarkable team of talented and dedicated executive search principals, associates, researchers, and technical writers, she expertly facilitates executive searches on behalf of nonprofit organizations and foundations of all sizes. Elissa is committed to ensuring that her team leaves SES's clients absolutely delighted with the mission-driven leaders they vet and deliver.

Prior to leading as managing director, Elissa served as a senior executive search principal, successfully leading hundreds of executive searches for nonprofit organizations and foundations across the country. As a result of her ability to create meaningful, positive, and lasting relationships with clients and candidates alike, Elissa built a sterling reputation for identifying and securing incredible candidates for impactful executive roles.

Committed to consistently building upon her team's unrivaled success, Elissa uses her relationship-building, organizational leadership, nonprofit governance, and networking strengths to optimize executive search outcomes on behalf of SES clients. Her energized training methodology and accessible leadership approach provide the inspiration, guidance, knowledge building, support, and autonomy for her team to consistently excel.

As a member of Scion's Executive Leadership Team, Elissa recognizes the value of embracing full-spectrum diversity and she has experienced first-hand the strength diversity brings to teams. As SES's managing director, Elissa mentors and guides her executive search team toward seeking out diverse, mission-aligned, well-established organizational leaders on behalf of the clients SES serves.

Elissa is a graduate of the Leadership Austin, Emerge program (Cohort 14), as well as a sustaining member of the Junior League. Her public service has included both board leadership for the Jeep Rogers YMCA and business committee membership with public school districts in South Carolina and Washington State. Elissa is certified by the Society for Human Resource Management as a Senior Certified Professional (SHRM-SCP) and holds active certification as a diversity and inclusion recruiter (CDR), military veteran recruiter (CMVR), social media recruiter (CSMR), internet recruiting (CIR), and professional recruiter (PRC) through AIRS, as well as certification as a search consultant (CSC) through the American Staffing Association. Prior to joining SES, Elissa held licensure as a real estate broker and studied marketing and public relations at the University of North Carolina at Charlotte.



THANK YOU

*We stand ready to start on your search!
Please contact me with any additional questions.*

MISCHA TEICHGRAEBER

Senior Partner Development Manager,
Scion Executive Search

EMAIL

mischa@scionstaffing.com

PHONE NUMBER

(888) 487-8850 x147

TESTIMONIALS

[Client Testimonials](#)



5429 LBJ Freeway, Suite 400 · Dallas, Texas 75240

April 19, 2024

Joanne Jensen
General Manager
Sudden Valley Community Association
4 Clubhouse Circle
Bellingham, WA 98229

Sent Via Email

Re: Sudden Valley Community Association, General Manager, Executive Search

Dear Joanne,

Thank you for your time yesterday. I am pleased that the Association is considering GSI to assist the community in its search for a new General Manager. The verbiage below provides further insight into our process as discussed in our call.

GSI Executive Search has a national presence with offices across the country. Our firm is rooted in the highest standards of integrity, which serves as the foundation for many long-standing relationships with our club clients. Every search is treated with a sense of urgency understanding that time is of the essence. While our process is streamlined and efficient, we take great care in thoroughly vetting each candidate presented to the club for consideration.

My 40+ years of operational experience as General Manager /COO at high-quality Platinum and Distinguished Clubs, as well as serving several trade related national boards, notably as Host (President) of the international Wine Society, Board Member on the Club Leaders Forum, and terms on several regional CMAA chapters provides a distinct advantage from other search firms in the industry. Through this experience, I have contacts and a database in the west and across the country that may be sourced to provide Sudden Valley with an excellent slate of candidates from which to choose its General Manager.

As a point of reference, my recent General Manager searches include:

- Heritage Springs Community Association, Trinity, FL
- Seattle Yacht Club, Seattle, WA
- Rancho La Quinta Country Club Community Association, La Quinta, CA
- Marrakesh Country Club Community Association, Palm Desert, CA
- Oasis Country Club Association, Pam Desert, CA
- San Joaquin Country Club, Fresno, CA
- Astoria Golf and Country Club, Warrenton, OR
- Rainier Golf & Country Club, Seattle, WA
- Pueblo del Sol Community, Sierra Vista, AZ

- Long Beach Yacht Club, Long Beach, CA
- Las Campanas Community Association, Santa Fe, NM

Working with me on the search would be David Robinson CCM, another GSI Principal. David possesses more than 35 years of experience in all areas of the hospitality field, including operations, management, sales management, sales, and marketing. Immediately prior to joining GSI, David served as General Manager at the San Francisco Yacht Club, an exclusive club with 1,100 members and a full-service marina and has also held numerous GM positions at reputable clubs across the country, including the Outrigger Canoe Club in Honolulu, Hawaii; Balboa Yacht Club in Corona del Mar, California; Key Biscayne Yacht Club in Key Biscayne, Florida.

As for the General Manager Search:

The candidates will need to possess the following characteristics and traits:

- Ability to meld in with the Association culture while developing and ensuring relationships with senior staff and residents.
- Has a demonstrated ability to manage the operation, leading by example and exhibiting a hands-on approach daily and setting expectations for the operations of the club.
- Has the ability to ensure delivery of the mission, vision, brand strategy, and goals of the community.
- Has excellent communication skills and uses these skills to ensure residents and staff are fully informed on club operations.
- Must have a proven history of experience in like positions.
- A creative and innovative executive who can lead, motivate, and implement a shared vision.
- Technical expertise to administer the multiple responsibilities of the position.

We will post the position through our GSI Executive Search web site, the GSI LinkedIn site, my personal LinkedIn site, and supplement those listings by expanding regionally to neighboring CMAA sites. In addition, the position would be posted on the Community Associations Institute website. The GSI Executive Search website and career listings are followed by over 6000+ working Club Managers, Resort and Hotel executives across the industry today. The position will also be distributed and discussed in our monthly e-blast communications to 3000+ managers in the industry today. Furthermore, working with our fellow principals, we will also review our internal pipeline with numerous qualified candidates in various "like" operations across the country. In addition, we will produce a video on the club and position that will be featured on The GSI LinkedIn site, the GSI e blast, the GSI current searches media post, You Tube and my LinkedIn site.

Key to this search's success will be interviews with you, the Search Committee and key department heads. We will ask, survey, and listen for the key characteristics and leadership qualities needed at the club. We will pinpoint the group's managerial/leadership style to define the key traits required in the new General Manager. This methodology has proven to be very effective in determining what type of individual will be the best "cultural fit" and "managerial style" for a positive transition and future leadership success predictability. Next will be a well-defined position profile, job description, and compensation package that will attract individuals who have a strong track record. We understand that the position profile and job description must emphasize a "hands-on," "coach leadership management style," who will become an identified, visible, and approachable executive working with the team. The candidates will have a demonstrated background of operational success at highly rated operations.

Once a final 4-6 candidates are presented via a zoom video conference meeting, they will be further vetted and screened down to a final 3-4 candidates that will be interviewed either on-site or via Zoom.

Our process will be as follows (See attached GSI Executive Search Brochure for full process review):

- Develop an approved Position Profile and Job Description.
- Post the position and begin the search process via our industry contacts.

- Screen down to 3-4 finalists for review and presentation to the club for on-site interviews.
- Execute Candidate testing, Candidate Questionnaire completion, and further investigation with the final 3-4 candidates.
- Develop an interview guide and assist in running the on-site visit and the final interviews.

Notes on the Search:

GSI is very interested in working with Sudden Valley Community Association and is pleased to offer a “flat fee” rate of \$26,000 to perform the search. The fee would be payable in 2 installments with \$13,000 due upon execution of the agreement and the balance (\$13,000) due upon the offer and acceptance of same by the new General Manager.

We would guarantee the placement for a period of 24 months. No other firm offers this guarantee. In the unlikely event that our candidate was to leave before satisfying the guarantee, we would replace the position on a “non-Fee” basis. As part of our fee, GSI would assist in assisting the Board in defining the General Manager’s goals and objectives for year 1 and participate in the year-end evaluation of the individual. Also, for a daily fee plus expenses, GSI is also able to conduct a one-day Board Governance seminar to ensure the new General Manager and Community are set up to succeed. We feel it is crucial for everyone to know their roles in the operation of the Association. Finally, we have experience in assisting clubs and communities with the transition to new General Managers and can provide the Association a checklist and time frame to ensure a smooth transition.

We would be engaged on an “Exclusive” basis so as not to compete with the club or any other entity as candidates are identified. Anyone contacting the club directly would be referred to us for further consideration.

Candidates would not be responsible for expenses associated with interviewing and would be reimbursed directly by the club directly. Any additional expenses associated with the search such as our travel, posting expenses, personality testing and background checks would be discussed with you in advance and subject to your approval. We would agree to cap our own expenses to a maximum of \$1500.

We hope to have the opportunity to discuss our proposal further with you. For your review, we have attached the GSI brochure listing services and clients. Finally, I am able to travel to the club for in-person discussions and meetings.

Sincerely,

Terry Anglin CCM CCE ECM
Principal, GSI Executive Search
901-550-9338



gsi EXECUTIVESEARCH

Capabilities Overview



► History and Structure

GSI Executive Search has been serving the private club industry for over 20 years, providing a wide range of executive search and placement services. Our mission is to contribute to our clients' growth and stability and to foster the career goals of our candidates. We will always conduct our business with a high degree of integrity and ethics. GSI services clients and candidates throughout the U.S.

In 2019, GSI Executive Search was acquired by Ethos Club & Leisure, a Dallas, Texas-based real estate advisory and investment firm dedicated to club and leisure assets. Together with Ethos Alliance companies, Ethos Club & Leisure, and Addison Law, GSI Executive Search now offers current and future clients unprecedented single-source access to top operational consulting, human capital management, legal advisory services, and executive placement services that otherwise would only be available through separate engagements.



➤ Where Process, Integrity, and Results Intersect

We are GSI Executive Search, a highly motivated, successful, and client-focused recruitment team specializing in placements for the private club and hospitality industries.

GSI can bring your club together with top professionals for relationships that stand the test of time. Our private club and hospitality credentials run deep...

- We're industry veterans with more than a century of combined executive search, club management, and association experience.
- We understand club, hospitality, and resort operations inside and out, having managed them ourselves.
- We're among our profession's most established, respected, and skilled search professionals; we've placed successful professionals at hundreds of the most prestigious clubs and organizations throughout the U.S.
- We recognize the crucial qualities that enable club professionals to succeed in their roles—we understand what you need, and we know how to achieve your goals.

As an Ethos Club & Leisure Alliance company, our unsurpassed club and hospitality industry experience, combined with total integrity and a process that proves itself time and time again, delivers the right professionals to your club at the right time.

► What makes GSI distinctly different?

Three Things:

(1) Process: We're your partners and trusted advisors. From the outset, we seek to understand the essence of your club's culture, identify its unique challenges, and consider its vision for the future. That knowledge forms the foundation of our three-phase process, which spans a comprehensive search service array. In the end, GSI searches deliver top-quality candidates in a fraction of the time of other firms.

(2) Integrity: We do not recruit our placements or other department heads, period. Doing so is a disservice to your club, its reputation, your members, your bottom line, and the professionals themselves. You shouldn't accept anything less.

(3) Results: The great majority of our placements have achieved lasting success. There is no better barometer of success than a placement that thrives over time.



► Why Partner With Us





► What Clubs and Hospitality Organizations Appreciate about GSI

- **Expertise and credibility:** We know the territory, and we are uniquely adept at bringing top talent and top clubs together.
- **Executive-level focus:** Our principals are involved at every stage of the recruiting process.
- **Thoughtful communication:** We design our client meetings to optimize communication and ensure that recruiting progresses at a steady pace.
- **Quick responses:** We give straightforward, executable advice.
- **Trust:** This underlies each client-principal relationship.
- **Delivery on our promises:** We deliver with no exceptions and backed by our guarantee.
- **A flexible fee schedule:** We base this on a mutually agreed upon timeline.

What candidates appreciate about GSI:

1. **Accountability:** We keep candidates in the loop, return calls, give advice and counsel when asked, and really care about their careers.
2. **Honesty and reliability:** We do what we say we'll do within the parameters of our timeline and process.
3. **Professionalism:** We place the right candidates in the right opportunities at the right time. We don't arrange interviews that have a low probability of success.



► What Makes GSI a Strong, Strategic Partner

- 1. Focused attention:** Our national team of principals work collaboratively and share best practices, insights, and experience to deliver placements that thrive over time. Our focus stays on you and your requirement—always.
- 2. Club and resort industry expertise:** Private clubs and hospitality organizations are our niche and our passion. GSI principals possess deep club and hospitality experience in all functions, and we maintain the broadest network of professional contacts and resources available.
- 3. Fresh approach—top-quality candidates:** We approach each search as a new assignment, rather than rotating an established cast of candidates through multiple searches.
- 4. Efficiency:** We adhere to strict timelines and keep clients updated throughout the process.
- 5. Your geography is our geography:** GSI possesses unsurpassed local knowledge in the private club and hospitality placement industry. Our principals across the U.S. has lived and worked in their various geographies for an average of 25 years.



(continued)

What separates GSI from other search firms:

- 6. Adherence to process from start to finish:** A strong process is a difference-maker in executive search. At GSI, we handle requirements of all sizes and scopes and utilize proven methods at all phases of each search.
- 7. People helping people:** At GSI, we pride ourselves on being hands-on, responsive, accessible, and resourceful in each client engagement.
- 8. Competitive fee structure:** We are committed to building a relationship with you and your club and working within your budgetary parameters.
- 9. A manageable workload that ensures top service:** As a GSI client, you can be assured your requirement stays at the top of our priority list from start to completion.
- 10. Guarantee on every placement:** We provide follow-up after every search to ensure the success of the placement. Your placement is an investment—we want to ensure you are satisfied.
- 11. Proven results designed to help your club thrive:** The great majority of our placements have achieved lasting success.
- 12. Highest degree of integrity, honesty, and ethics:** We do not recruit our placements or other department heads from our client clubs.



➤ GSI Work Process

Phase 1

- A visit by a member of our team with the client is the essential first step.
- We conduct on-site interviews with identified staff.
- We prepare a candidate profile setting forth the duties and responsibilities for the position and a competitive compensation package.
- We obtain approval of this profile from the search committee and/or board.
- The search for viable candidates begins as we take advantage of our extensive network of contacts in the respective industries.
- We provide regular and timely updates.

Phase 2

- We provide an initial short list of strong candidates for you to interview.
- Your search committee and/or board selects candidates to interview.
- We schedule and conduct first interviews.
- Once you have shown a preference toward two or more finalists, we conduct additional in-depth reference and background checks on each candidate prior to the scheduling of final interviews.

Phase 3

- We schedule and coordinate final interviews.
- We work with your search committee and/or board to select a finalist.
- We develop and negotiate an offer of employment to your candidate of choice.
- We assist in relocation and transition.



► The GSI Guarantee

Our professional fees on all assignments are quoted on a flat-fee basis and not as a percentage of total compensation. The amount of the fee varies with the particular position and we are very competitive in the industries we serve. Our services are rendered on an exclusively retained basis. Clients are responsible for all ancillary expenses specifically associated with the assignment, such as client and candidate travel, background checks, testing, etc. All expenses are subject to prior client approval.

GSI Executive Search provides a guarantee on all our placements. We will replace in a timely manner any of our placements that resign or are terminated prior to the guarantee date at no additional professional fee.



➤ Club and Board Consulting Services



One Vision One Voice

This board retreat program focuses on strategic planning as an essential component of constructing the roadmap to the mission and the vision of your club.



Turning Trainers Into Great Teachers

This interactive, engaging team-building workshop is designed for private club department managers, supervisors and senior staff. It's singular objective: Help you transform your club's conventional training programs by instilling a culture of teaching from top to bottom.



The Master Planning Process

This comprehensive workshop is designed to help GMs understand the importance of master planning, as well as master planning components and processes. It also offers practical strategies for implementing a successful master planning initiative at their club.

Post-Hire Consulting Services

GSI Executive Search provides ongoing post-hire support to newly hired professionals to help ensure a successful transition and the accomplishment of mutually agreed goals.

Services include:

- Coaching, mentoring, and guiding the new executive leader
- One-year formal review of the GM/COO

Ethos Club & Leisure Alliance Services

Our alliance companies have vast experience with club and hospitality assets and provide a broad array of operational, development, membership, governance, restructuring, human resource and specialty management services. For information, visit www.ethosclubandleisure.com and www.addisonlaw.com.



► Client listings

Below is a partial list of clients that GSI Executive Search and its principals have worked with in the private club, management company, community association and resort sectors.

- Aberdeen Country Club**, Boynton Beach, Florida
- Addison Reserve Country Club**, Delray Beach, Florida
- Adirondack League Club**, Old Forge, New York
- Amarillo Club**, Amarillo, Texas
- Ameila Island Club**, Amelia Island, Florida
- American Yacht Club**, Rye, New York
- Anthem Sun City**, Henderson, Nevada
- Astoria Golf and Country Club**, Warrenton, Oregon
- Aurora Anguilla - D Richard's Restaurant**, Anguilla, British West Indies
- Barrington Hills Country Club**, Barrington, Illinois
- Barton Hills Country Club**, Ann Arbor, Michigan
- Bayou Club of Houston**, Houston, Texas
- The Beach Club**, Centerville, Massachusetts
- Beechmont Country Club**, Cleveland, Ohio
- Bella Vista Village**, Bella Vista, Arkansas
- Bellevue Country Club**, Syracuse, New York
- Belvedere Club**, Charlevoix, Michigan
- Big Bass Lake Community Association**, Gouldsboro, Pennsylvania
- Birchwood Club (The)**, Highland Park, Illinois
- Bloomington Country Club**, Bloomington, Illinois
- Boca West Country Club**, Boca Raton, Florida
- Bogey Club**, St. Louis, Missouri
- Boot Ranch**, Fredericksburg, Texas
- Boulder Ridge Country Club**, Lake in the Hills, Illinois
- Brays Island Plantation**, Sheldon, South Carolina
- Briar Club (The)**, Houston, Texas
- Bronxville Field Club**, Bronxville, New York
- Buffalo Club (The)**, Buffalo, New York
- Bulle Rock Golf Course**, Bulle Rock, Maryland
- California Tennis Club**, San Francisco, California
- Canoe Brook Country Club**, Summit, New Jersey
- Capital City Club**, Atlanta, Georgia
- Capital Hill Club**, Washington, DC
- Carlouel Yacht Club**, Clearwater Beach, Florida
- Castlewood Country Club**, Pleasanton, California
- Cedar Hammock Golf & Country Club**, Naples, Florida
- Cedar Rapids Country Club**, Cedar Rapids, Iowa
- Century Country Club**, Purchase, New York
- Charlotte City Club**, Charlotte, North Carolina
- Chartwell Golf and Country Club**, Severna Park, Maryland
- Chattooga Club, Cashiers**, North Carolina
- Chenal Country Club**, Little Rock, Arkansas
- Cherry Hills Country Club**, Cherry Hills Village, Colorado
- Clear Creek Tahoe**, Carson City, Nevada
- Clear Creek Tahoe**, Lake Tahoe, Nevada
- Cloister Inn of Princeton**, Princeton, New Jersey
- The Club at Barefoot Beach**, Bonita Beach, Florida
- Club at LochenHeath (The)**, Traverse City, Michigan
- The Club at Olde Stone**, Bowling Green, Kentucky
- Clubs at Houston Oaks (The)**, Hockley, Texas
- Cold Stream Country Club**, Cincinnati, Ohio
- Coleman Lake Club**, Goodman, Wisconsin
- Collier's Reserve**, Naples, Florida
- Colonial Springs Golf Club**, Farmingdale, New York
- Columbine Country Club**, Columbine Valley, Colorado
- Columbus Country Club**, Columbus, Georgia
- Confidential Club**, Southwest, U.S.
- Coosa Country Club**, Rome, Georgia
- Corinthian Yacht Club of Philadelphia**, Essington, Pennsylvania
- Corinthian Yacht Club**, Marblehead, Massachusetts
- Corpus Cristi Country Club**, Corpus Christi, Texas
- Country Club at Boca Raton**, Florida
- Country Club at Fairfax**, Fairfax, Virginia
- Country Club of Birmingham (The)**, Birmingham, Alabama
- Country Club of Lansing**, Lansing, Michigan



► Client listings (Continued)

- Country Club of Louisiana**, Baton Rouge, Louisiana
Country Club of Mobile, Mobile, Alabama
Country Club of Orlando, Orlando, Florida
Cullasaja Country Club, Highlands, North Carolina
Dairymen's, Boulder Junction, Wisconsin
Daniel Island Club, Daniel Island, South Carolina
Diablo Country Club, Danville, California
Doylestown Country Club, Doylestown, Pennsylvania
Duquesne Club (The), Pittsburgh, Pennsylvania
Eagle Oaks Golf and Country Club, Farmingdale, New Jersey
Echo Lake Country Club, Westfield, New Jersey
Ekwanok Country Club, Manchester, Vermont
El Paso Country Club, El Paso, Texas
Elk Creek Ranch, Meeker, Colorado
Estero Country Club, Estero, Florida
Fairfield Glade Community Club, Fairfield Glade, Tennessee
Fairlawn Country Club, Akron, Ohio
Fairview Country Club, Greenwich, Connecticut
Fisher Island Club & Resort, Miami, Florida
Florida Yacht Club, Jacksonville, Florida
Forest Club, Houston, Texas
Forsyth Country Club, Winston-Salem, North Carolina
Fort Orange Club, Albany, New York
Fox Chapel Racquet Club, Pittsburgh, Pennsylvania
Frederica Golf Club, St. Simons Island, Georgia
Gasparilla Inn & Club, Boca Grande, Florida
Gateway Golf & Country Club, Ft. Myers, Florida
Georgia Club (The), Athens, Georgia
Germantown Cricket Club, Philadelphia, Pennsylvania
Gibson Island Club, Gibson Island, Maryland
Glen Echo Country Club, St. Louis, Missouri
Glen View Club, Golf, Illinois
The Governor's Land at Two Rivers, Williamsburg, Virginia
Grand Harbor Golf & Beach Club, Vero Beach, Florida
Grande Dunes, Myrtle Beach, South Carolina
Greensboro Country Club, Greensboro, North Carolina
Greystone Golf & Country Club, Birmingham, Alabama
The Grove, Nashville, Tennessee
Haig Point, Hilton Head Island, South Carolina
Hawthorn's Golf & Country Club, Fishers, Indiana
Heritage Bay Golf & Country Club, Naples, Florida
Heritage Club, Mason, Ohio
Heritage Pines Community, Hudson, Florida
Hidden Valley Country Club, Sandy, Utah
Honors Course (The), Chattanooga, Tennessee
Hot Springs Village, Hot Springs Village, Arkansas
Hound Ears Club, Blowing Rock, North Carolina
Houston Country Club, Houston, Texas
Hyannisport Club, Hyannisport, Massachusetts
Ibis Golf & Country Club, West Palm Beach, Florida
Idle Hour Golf & Country Club, Macon, Georgia
Illini Country Club, Springfield, Illinois
Indian Hills Country Club, Tuscaloosa, Alabama
Interlachen Country Club, Winter Park, Florida
Inverness Club, Toledo, Ohio
Irondequoit Country Club, Pittsford, New York
Island Bay Yacht Club, Springfield, Illinois
Island Country Club, Marco Island, Florida
Jacksonville Golf & Country Club, Jacksonville, Florida
John's Island Club, Vero Beach, Florida
Jonathan's Landing Golf Club, Jupiter, Florida
Kelly Greens Golf & Country Club, Fort Myers, Florida
Kent Country Club, Grand Rapids, Michigan
Knickerbocker Country Club, Tenafly, New Jersey
Kuiko Golf and Beach Club, Kailua-Kona, Hawaii
Lake Forest Country Club, Louisville, Kentucky
Lakeside Country Club, Houston, Texas
Larchmont Shore Club, Larchmont, New York
Las Campanas HOA, Santa Fe, New Mexico
Laurel Oak Country Club, Sarasota, Florida
Lexington Country Club, Lexington, Kentucky
Little Harbor Club, Harbor Springs, Michigan



► Client listings (Continued)

Loblolly, Hobe Sound, Florida

Lodge at Woodcliff (The), Rochester, New York

Long Cove, Malakoff, Texas

Longboat Key Club, Sarasota, Florida

Louisville Boat Club, Louisville, Missouri

Lowes Island Club/Chevy Chase Bank, Sterling, Virginia

Lubbock Country Club, Lubbock, Texas

Maderas Golf Club, Poway, California

Manasquan River Golf Club, Brielle, New Jersey

Marrakesh Country Club, Palm Desert, California

Maryland Club, Baltimore, Maryland

Meadowbrook Country Club, Northville, Michigan

Meridian Hills Country Club, Indianapolis, Indiana

Merion Cricket Club, Haverford, Pennsylvania

The Metropolitan Club, San Francisco, California

Milwaukee Yacht Club, Milwaukee, Wisconsin

Minneapolis Club, Minneapolis, Minnesota

Minnehaha Country Club, Sioux Falls, South Dakota

Miramont Country Club, Bryan/College Station, Texas

Mission Hills Country Club, Kansas City, Kansas

Missouri Athletic Club, St. Louis, Missouri

Mizner Country Club, Delray Beach, Florida

Montgomery Country Club, Montgomery, Alabama

Morefar, Brewster, New York

Mt. Hawley Country Club, Peoria, Illinois

Naples Heritage Golf & Country Club, Naples, Florida

Naples Lakes Country Club, Naples, Florida

Naples Yacht Club, Naples, Florida

The Nassau Club of Princeton, Princeton, New Jersey

NCSUC, Raleigh, North Carolina

New York Yacht Club, New York, New York

North Carolina State University Club, Raleigh, North Carolina

North Ranch Country Club, Westlake Village, California

North Shore Golf Club, Menasha, Wisconsin

Northwood Club, Dallas, Texas

Oakland Hills Country Club, Bloomfield Hills, Michigan

Oaks Club (The), Osprey, Florida

The Oaks, Osprey, Florida

Ocean Hammock Golf Club, Palm Coast, Florida

Ocean Ridge Management, Boynton Beach, Florida

Old Palm Golf Club, Palm Beach Gardens, Florida

Old Waverly Golf Club, West Point, Mississippi

The Olympic Club, San Francisco, California

Omaha Country Club, Omaha, Nebraska

Oriente Beach Club, Mamaroneck, New York

Palma Ceia Golf & Country Club, Tampa, Florida

Palmira Golf And Country Club, Naples Florida

Peninsula Club, Cornelius, North Carolina

Petroleum Club (The), Fort Worth, Texas

Philadelphia Country Club, Gladwyn, Pennsylvania

Philadelphia Cricket Club (The), Philadelphia, Pennsylvania

Picacho Hills Country Club, Las Cruces, New Mexico

Pine Creek Sporting Club, Okeechobee, Florida

Pine Hollow Country Club, East Norwich, New York

Pittsburgh Golf Club, Pittsburgh, Pennsylvania

Plandome Country Club, Plandome, New York

Plantation Golf & Country Club, Venice, Florida

Polo Club, Boca Raton, Florida

Port Royal Club, Naples, Florida

Portland Golf Club, Portland, Oregon

Pretty Brook Tennis Club, Princeton, New Jersey

Quechee Club, Quechee, Vermont

Quogue Field Club, Quogue, New York

Racquet Club Ladue, Ladue, Missouri

Racquet Club of Philadelphia, Philadelphia, Pennsylvania

Redlands Country Club, Redlands, California

Richland Country Club, Nashville, Tennessee

Richmond County Country Club, Staten Island, New York

River Oaks Country Club, Houston, Texas

Riverside Golf Club, Riverside, Illinois

Riviera Club, Indianapolis, Indiana

Riviera Country Club, Coral Gables, Florida



► Client listings (Continued)

- Riviera Country Club**, Pacific Palisades, California
Rockaway River Country Club, Denville, New Jersey
Rolling Hills Country Club, Evansville, Indiana
Royal Palm Yacht & Country Club, Boca Raton, Florida
Royal Poinciana, Naples, Florida
Saddle and Cycle Club, Chicago, Illinois
Salem Country Club, Peabody, Massachusetts
Sanctuary Golf Club (The), Captiva Island, Florida
Sangamo Club, Springfield, Illinois
Saratoga Golf & Polo Club, Saratoga Springs, New York
Savannah Lakes, McCormick, South Carolina
Savannah Yacht Club, Savannah, Georgia
Scarsdale Golf Club, Hartsdale, New York
Sea Pines Country Club, Hilton Head, South Carolina
Sea Ranch Club, Boca Raton, Florida
Seattle Tennis Club, Seattle, Washington
Seattle Yacht Club, Seattle, Washington
Seven Oaks Country Club, Bakersfield, California
Shadow Glen Golf Club, Olathe, Kansas
Shannopin Country Club, Pittsburgh, Pennsylvania
Short Hills Club, Short Hills, New Jersey
Silo Ridge Field Club, Amenia, New York
Skaneateles Country Club, Skaneateles, New York
Spring Island Club, Okatie, South Carolina
Springfield Golf & Country Club, Springfield, Virginia
Springhaven Club, Wallingford, Pennsylvania
St. Andrews Club, Delray Beach, Florida
St. Andrews Country Club, Boca Raton, Florida
St. Anthony Hall at the University of Pennsylvania, Philadelphia, Pennsylvania
St. Anthony Hall, University of Pennsylvania
St. Charles Country Club, St. Charles, Illinois
St. Clair Country Club, Pittsburgh, Pennsylvania
St. Petersburg Yacht Club, St. Petersburg, Florida
Stock Farm Club, Hamilton, Montana
Stoneybrook Golf & Country Club, Sarasota, Florida
Sunset Country Club, St. Louis, Missouri
Sutter Club (The), Sacramento, California
Sweetwater Country Club, Sugar Land, Texas
Talisker Club, Park City, Utah
Tampa Yacht & Country Club, Tampa, Florida
Tara Golf & Country Club, Bradenton, Florida
Tavistock Country Club, Haddonfield, New Jersey
Timber Pines, Spring Hill, Florida
Timuquana Country Club, Jacksonville, Florida
Topeka Country Club, Topeka, Kansas
TPC Club Network, Ponte Vedra, Florida
Transit Valley Country Club, Amherst, New York
Two Rivers Country Club, Williamsburg, Virginia
U.S. Professional Tennis Association
Union League Club (The), Chicago, Illinois
University Park Country Club, Sarasota, Florida
USTA-Texas Section, Austin, Texas
Vanderbilt Country Club, Naples, Florida
Vaquero Club, Westlake, Texas
Venice Golf and Country Club, Venice, Florida
Vicmead Hunt Club, Wilmington, Delaware
West Side Tennis Club, Forest Hills, New York
Westchester Country Club, Rye, New York
Westfield Group Country Club, Westfield Center, Ohio
Westmoor Club (The), Nantucket, Massachusetts
Westmoreland Club, Wilkes-Barre, Pennsylvania
Westwood Country Club, St. Louis, Missouri
White Beeches Golf & Country Club, Haworth, New Jersey
Willow Creek Country Club, Sandy, Utah
Willow Point Golf & Country Club, Alexander City, Alabama
Windsor Club, Vero Beach, Florida
Windstar on Naples Bay, Naples, Florida
Woodfield Country Club, Boca Raton, Florida
Woodholme Country Club, Pikesville, Maryland
Wynlakes Golf & Country Club, Montgomery, Alabama
Yacht Club Costa Smeralda, British Virgin Islands



Scott McNett

Senior Principal

Midwest United States

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📱 314-452-8848 - Cell

Scott is a senior principal of GSI Executive Search and is based in the firm's midwest office in St. Louis. He has executed many successful placements of senior and mid-level management in private clubs, resorts, hotels, gated communities, recreational facilities, and real estate developments. He has a diverse background that covers over 30 years of experience spanning executive search, professional sports, sports marketing and management, health and tennis club operations, and community service.

Professional experience includes:

- Principal with Conley & Company, St. Louis, a national executive search firm focused on hospitality, financial services, corporate, and nonprofit senior management positions
- Vice president of John Sibbald Associates, a leading national executive search firm for the hospitality industry
- Executed over 300 senior-level assignments in the club and hospitality sector
- Owner and operator of South Hampshire Racquet Club in St. Louis, a full-service health club with fitness, tennis, and food and beverage operations
- Account executive with Kemper Sports Management in Chicago, a national sports marketing and management firm
- Managed corporate marketing assignments and sponsorships with the PGA Tour
- Graduate of Denison University, Granville, Ohio
- Master of Science in sports management from University of Massachusetts Amherst
- Past board member of the United States Tennis Association
- Current partner in Frontenac Racquet Club in St. Louis, a leading indoor tennis club in the midwest
- Previous board and committee member of private clubs in St. Louis and northern Michigan



Ned Welc CCM, CCE

Principal

Florida / Ohio
Southeast United States

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Ned Welc has been a general manager of private clubs in Ohio and Florida for many years. As a leading expert on private club mergers and acquisitions, Ned offers a full range of private club management and operational consulting services, including improving staff training and team building. In addition, he conducts a variety of seminars for club professionals on M+A, club industry trends, and operational management strategies, such as improving organizational health and management and board retreats.

Ned is an adjunct professor of the Hospitality and Event Management program at Kent State University in Kent, Ohio. Prior to his career in club management, Ned was the field announcer for the Cleveland Indians major league baseball team for eight seasons.

Professional experience includes:

- General manager/COO/CEO of outstanding private clubs, including The University Club of Akron, The Cleveland Racquet Club, Mayfield Sand Ridge Club, and Sanctuary Golf Club
- Successfully accomplished the only merger of three clubs in the country: Mayfield Country Club, Sand Ridge Golf Club, and Oakwood Club
- Served as president of the Greater Cleveland Chapter of the Club Managers Association of the America (CMAA)
- Southwest Florida regional representative to CMAA
- CMAA distinctions include Certified Club Manager, Chief Executive Officer, and Honor Society member
- Guest speaker at national CMAA conference and Greater Cleveland, National Capital Chapter, Florida Chapter, and Great Lakes Clubs Conference
- Presents seminars on club team building, organizational health, and club mergers
- Provided team-building programs for several clubs, including Fairlawn Country Club and Portage Country Club in Akron, Ohio
- Chairman, Kent State University Hospitality Advisory Board
- Received special recognition as "Friend of The Ronald McDonald House" by Ronald McDonald House of Cleveland
- Served on special events committees of the American Cancer Society and Sanibel-Captiva Cares
- Bachelor of Science degree in business, University of Akron; Master's degree, University of Cincinnati



Manny Gugliuzza CCM, CCE

Principal

Northeast United States

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☎ 732-618-8665 - Direct Line

Manny Gugliuzza is a high-performing, strategic-thinking professional whose career in private club management and the hospitality industry spans over 30 years. He has served as a general manager/chief operating officer of private, high-end clubs in New Jersey and New York. His assignments include Plainfield Country Club, Montclair Golf Club, Hollywood Golf Club, Cherry Valley Country Club, and most recently, Garden City Country Club.

Manny graduated from Fairleigh Dickinson University with a B.S. in hotel/restaurant and tourism management. Highly skilled at relationship building with boards of directors, committees, and management teams, he is adept at assessing needs, devising options, and implementing solutions. He is a strong believer in ongoing training and education for staff and has held his past management teams to high standards and accountability. Manny's background includes managing many extensive capital improvement projects from concept to completion. He is passionate about the club and hospitality industry and believes that delivering exceptional and memorable member and guest experiences is paramount to the success of any club.

As a principal with GSI Executive Search, Manny focuses on placements throughout the northeast U.S. He is also available to consult on executive searches throughout the U.S. Through the years, he has developed a strong network of industry professionals. His vast experience in private country clubs and golf clubs, love of the industry, and dedication to elevating clubs to their highest potential offers clients a clear and transparent understanding of the executive search consulting process.

Professional experience includes:

- President, New Jersey Club Managers Association, Club Management Association of America
- Attained the Certified Club Manager designation in 1992 at age 26, making him the youngest CCM in the country at that time; earned the Certified Chief Executive designation in 2012 and became a member of the CMAA Honor Society in 2010
- Served on multiple CMAA national committees including Certification, Club Premier Services and Nominating
- Served as host manager for the 2014 USGA Senior Women's Amateur Championship at the prestigious Hollywood Golf Club; also served as host manager for multiple MGA, NJSGA, and LIGA state opens and tournaments held at Plainfield Country Club, Montclair Golf Club, and Garden City Country Club
- Experience includes leading three Platinum Clubs of America, which all attained status during his tenure
- Guest speaker on club/hospitality management at Fairleigh Dickinson University (FDU); instrumental in forming the original charter for the student chapter at FDU



Terry Anglin CCM, CCE, ECM

Principal

West / Southwest
United States

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☎ 901-550-9338 - Direct Line

Terry Anglin has over 40 years of experience in the private club and hospitality industry. He has served as general manager of private clubs in Tennessee and California. Most recently, Terry served as GM/COO of San Diego Yacht Club (SDYC), a world-renowned private club. Under his leadership, SDYC rose to the rank of number-two yacht club in the country and was selected as a Platinum Club of the World, as voted on by the Club Leaders Forum. Terry has served as president of the CMAA Tennessee Volunteer Chapter, two terms on the board of the CMAA Golden State Chapter, and on the Platinum Club Advisory Board for the Club Leaders Forum. He has also held the post of Host (President) of the CMAA International Wine Society and lectured at several World Conferences on Club Management. In 2016, Terry was named the recipient of the Excellence in Club Management award by McMahon Group and *Club and Resort Business*.

As a principal with GSI Executive Search, Terry focuses on placements throughout the western U.S. He is also available to consult on executive searches throughout the country. His experience in yacht clubs, golf clubs, and tennis and fitness clubs offers clients broad insight on the executive search process, as well as the essential qualities of private club leaders.

Professional experience includes:

- President, Tennessee Volunteer Chapter, Club Managers Association of America
- Board Member (two terms), California Golden State, Club Managers Association of America
- Host (President) of International Wine Society, Club Managers Association of America
- Attained Certified Club Manager and Certified Chief Executive designations from CMAA; also attained CMAA Honor Society level
- Selected as recipient of the Excellence in Club Management award by McMahon Group and Club and Resort Business
- Host and speaker at the Yacht Club Manager Symposium at the World Conference on Club Management
- Speaker at World Conference, "Wine 101" course
- Served as adjunct instructor at The University of Mississippi and Cal Poly Pomona



David J. Robinson CCM

Principal

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Northwest United States

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David Robinson possesses more than 35 years of experience in all areas of the hospitality field, including operations, management, sales management, sales, and marketing. Based in San Francisco, California, his primary area of expertise is private club management. As a Principal at GSI Executive Search, David focuses on executive search services in Northern California, Hawaii, and the Northwest, including Washington, Oregon, Idaho, Utah, Montana, North and South Dakota, and Wyoming.

Immediately prior to joining GSI, David served as General Manager at the San Francisco Yacht Club, an exclusive club with 1,100 members and a full-service marina where he oversaw the construction of the new Cove House to provide banquet service for over 200 guests. Prior to that, he held numerous GM positions at reputable clubs across the country, including the Outrigger Canoe Club in Honolulu, Hawaii; Balboa Yacht Club in Corona del Mar, California; Key Biscayne Yacht Club in Key Biscayne, Florida, where he also served as Chief Operating Officer; Milwaukee Yacht Club in Milwaukee, Wisconsin; and Five Seasons Country Club in Indianapolis, Indiana. He also served as Assistant General Manager at St. Francis Yacht Club in San Francisco.

Professional experience includes:

- General Manager assignments at: Plaza Club (Chicago, IL); The Capital Club (Columbus, OH); Skyline Club (Southfield, MI); Club LeConte (Knoxville, TN)
- Director of Sales and Catering at Fairlane Club and Manor (Dearborn, MI)
- Newport Beach Chamber of Commerce, Past Board Member
- Commodore's Club of Newport Beach Chamber of Commerce, Member
- Alpha Phi Omega National Service Fraternity, Member
- National Club Association, Member
- Certified Club Manager, Club Manager's Association of America
- Club Corporation of America (April 1985-June 2000)
- Michigan Technological University; Houghton, Michigan



Tara Osborne

Principal

Texas/Oklahoma and
South United States

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☎ 512-965-5643 - Direct Line

Tara is a highly motivated and seasoned club professional with more than 18 years of experience in the private club industry. She has worked at elite private clubs in Arizona and Texas and served in various roles, including Food and Beverage Director, Event Coordinator, Director of Clubhouse Operations, and Clubhouse Manager.

Based in Fort Worth, Texas, Tara specializes in placements and consulting services in Alabama, Arkansas, Louisiana, Mississippi, Oklahoma, and Texas. She possesses a strong track record of mentoring and coaching young professionals, and her passion for hiring and developing managers into future club leaders is an asset in helping members of the GSI team best serve our clients.

Professional experience includes:

- Training Consultant at RCS Hospitality Group, where she assisted in facilitating food and beverage training, management training, team building, and oversaw a virtual training platform for hospitality professionals and private club employees nationwide. This included building custom courses, onboarding, and orientations.
- Clubhouse Manager at Vaquero Club in Westlake, Texas, where she oversaw the re-opening of the clubhouse after a complete renovation and managed the day-to-day operations of eight departments, including food and beverage, events and catering, member services, fitness, locker rooms, spa, kids' activities, and valet and car wash. She implemented standards and procedures to ensure the delivery of high-end member service.
- Event Coordinator/Food and Beverage Director, and Director of Club Operations at Boot Ranch in Fredericksburg, Texas
- Food and Beverage Manager at Stone Canyon Club in Oro Valley, Arizona
- Texas Lonestar CMAA
- Proficient across all social media and marketing platforms



Mark J. Woodward CGCS, MBA

Principal Head Agronomy Consultant

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☎ 480-381-8831 - Direct Line

Mark Woodward brings more than 50 years of experience in many facets of the golf industry to GSI Executive Search, where he specializes in Golf Course Superintendent and Director of Agronomy searches, and assists with agronomic consulting and other related projects. His diverse career has included stints as an assistant superintendent, superintendent, golf administrator, golf operations manager, business development manager, and senior vice president of a golf management company. Before retiring in December 2020, Mark served as Director of Agronomy at the prestigious Whisper Rock Golf Club in Scottsdale, Arizona. Prior to that, he served as a Senior Vice President for OB Sports Golf Management where he managed 12 golf courses in three different states.

In a nationwide search in 2005, Mark was selected by the City of San Diego to serve as the Golf Operations Manager to prepare Torrey Pines Golf Course for the 2008 U.S. Open Golf Championship. While at Torrey Pines, Mark also hosted three Buick Invitational PGA Tour tournaments and three Junior World tournaments.

Professional experience includes:

- Elected to the GCSAA board of directors in 1999, serving seven years and ending as President of the association in 2004 and Past President in 2005
- In 2008, became the first-ever golf course superintendent to be selected as the Chief Executive Officer (CEO) of the GCSAA in the 90+ year history of the association
- Played a key role in starting the "WE ARE GOLF" coalition and the "NATIONAL GOLF DAY" programs
- Served as contributing editor/writer for Golfdom magazine
- Taught golf-related classes at Jiao Tong University in Shanghai, China and at the National Institute for Golf Management (NIGM) in Wheeling, West Virginia
- Recognized by Golf Inc. magazine as one of golf's "MOST ADMIRED OPERATORS" in 2006 and in the top 35 "MOST POWERFUL PEOPLE IN GOLF" in 2008 and 2009
- Inducted into the Arizona Golf Hall of Fame in 2021
- Bachelor of Science (BS) degree from Arizona State University (ASU) in Environmental Resources in Agriculture and a master's degree in business administration (MBA) from the University of Phoenix



Andrew Minnelli USPTA, PTR

Associate

Racquet Sports / United States

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☎ 310-740-4488 - Direct Line

Andrew Minnelli is a highly respected leader within the racquets and private club industry. In his 20-plus years in the business, Andrew has effectively collaborated with private club boards, committees, members and staff to implement award-winning and innovative racquet programs and tournaments at some of the world's most historic and iconic clubs.

In addition to his professional experiences, Andrew is a talented recruiter and mentor, challenging colleagues to grow both personally and professionally. He is a proponent of radical candor and believes in direct, honest, yet humble communication. Andrew is passionate in the creation of tomorrow's leaders in the world of tennis and racquet sports.

As an Associate with GSI Executive Search based in Rancho Mirage, California, Andrew focuses on creating nationwide strategic placements between racquet sports professionals and associations, elite private clubs, semi-private clubs, resorts and colleges. He also consults on short-term and long-range planning, management in transition, capital and operational budget management, tournament and charity event management and staff trainings.

Professional experience and roles include:

- Director of Racquet Sports, BIGHORN Golf Club
- Director of Tennis, Seattle Tennis Club
- Director of Tennis Operations, The Riviera Tennis Club
- Associate Director of Tennis, Atlanta Athletic Club
- Washington State Open Tournament Director, USTA National 60's Indoors Championships
- Host of ITA Women's and Men's National Indoors, Women's All-American Tennis Championships
- Host for ATP 250 event - Atlanta Tennis Championship
- International Pop Tennis Association Board of Director Member
- United States Professional Tennis Association (USPTA) National Executive Committee; USPTA National Marketing Task Force; USPTA National Membership Committee; USPTA National Budget and Finance Committee; USPTA Southern California Regional Vice President, Treasurer and District Vice President; USPTA Southern Board of Directors Member and Georgia Chapter President
- Southern California Tennis Association: Red, Orange, Green Dot Junior Development Committee
- Georgia Professional Tennis Association Board of Directors
- Yonex Racquet Sports Advisory Staff
- USPTA Elite Professional
- Professional Tennis Registry (PTR) Adult Development Specialist, Professional
- Pickleball Professional Registry Certified



Shawn Emerson

Agronomy Associate/Consultant

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Shawn Emerson has been in the golf course industry for 40 years. Twenty-five of those years were spent at Desert Mountain Golf Club in Scottsdale, Arizona, as the director of agronomy, where Shawn presided over seven golf courses, leading them to achieve the Renovation of the Year (2005) award from *Golf Course News* magazine, and an Honorable Mention for Development (2019) award from *Golf Inc.* magazine. In addition to Shawn's management over golf courses, he has also taken care of all aspects of club landscaping, tennis, and pickle court construction/maintenance, and was part of building a world-renowned performance center. He is known for his innovative approach, using technology such as sensors, drones, operation software, and procurement management.

Shawn has managed multi-cultural work environments by hiring employees via student visas, H2B visas, and Catholic Relief Services, creating a unified team working towards a common goal. He has placed over 50 golf course superintendents and 75 assistant superintendents who have moved on to other opportunities in the golf course industry. Shawn has collaborated closely with many experts in the industry during his career, including architects, scientists, university professors, manufacturers, as well as many small business owners. As a second-generation golf course superintendent, Shawn has many business contacts that span several generations and is well regarded within the industry. Over the years, Shawn has been featured in multiple magazines, been a guest on many blogs, and has served on an advisory committee that helps reshape the golf industry for the future. He is renowned not only for his expertise but also for his management skills, his ability to look outside the box, and his down-to-earth personality.

Professional experience includes:

- PGA West Resort in Palm Springs, California (2 Courses)
- Golf Course Superintendent at Coronado Country Club in El Paso, Texas (18 Holes)
- Construction of six golf courses
- Led renovation of four golf courses
- Groomed golf tournaments for major tournaments including nine Senior PGA major tournaments, six Arizona State Opens, four Arizona State Amateurs, six Southwest Amateurs, one PGA Senior Club Championship, and one USGA Senior Women's Amateur
- Inductee into the Arizona Hall of Fame in 2017
- Winner of the Anuvia Legends Award (2020)
- Lectured at many GCSAA conferences and has spoken on many university campuses
- Bachelor of Science degree in agronomy from The University of Arizona



Robert Jones

President

Bob Jones is a founding principal of Ethos Club & Leisure and has been one of the most influential forces in the private club and real estate community development industry for more than 30 years. He has a proven track record for innovation, strategic planning, real estate development and design, and implementation of programs and initiatives that have raised the bar for private golf, recreational clubs, and real estate community developments throughout the country.

Bob had a successful 20-year career leading Desert Mountain, which is generally recognized as one of the premiere private clubs and communities in the nation. During his tenure Bob developed over \$82 million in club amenities and \$230 million in real estate development, while leading 679 employees operating over nine clubhouses and six golf courses on 11,000 acres. Desert Mountain consistently produced annual revenues over \$68 million, while achieving a constant 97% membership overall satisfaction index level. During that time, Bob also advised on multiple other club and community projects owned by Crescent Real Estate and Morgan Stanley, including The Woodlands, Pronghorn, Canyon Ranch, Sonoma Mission Inn & Spa, Old Greenwood, The Bridges at Rancho Santa Fe Club and Community, and The Club at Las Campanas. Prior to Desert Mountain, Bob successfully led Northwood Country Club in Dallas, Texas, and Dallas Athletic Club in Dallas, Texas.

Bob has earned a number of distinctions in the club industry, including Certified Club Manager, CMAA Honor Society, and CMAA Certified Chief Executive, and has served as president of the CMAA Texas Lone Star Chapter. He has lectured frequently on club and hospitality topics throughout the country. Bob earned a Bachelor of Science degree in restaurant and hotel management with honors from Florida International University and an A.A.S. degree in restaurant management from Del Mar College, Corpus Christi, Texas.



Dallas Addison
Managing Director

Dallas Addison is a founding principal of Ethos Club & Leisure and a shareholder of Addison Law, with extensive experience in golf, hospitality, and recreational real estate projects. Dallas has provided advice and counsel regarding the acquisition, sale, development, management, financing, and operation of golf, hospitality, and recreational real estate projects throughout the country. This experience includes the negotiation, structuring, and preparation of purchase and sale agreements, development agreements, joint venture agreements, financing documentation, management agreements, and membership documentation, along with the documentation required for planned community and other real estate projects, including fractional ownership. The national magazine, *The BoardRoom*, has named Addison Law as “Law Firm of the Year” in the golf industry for the past 19 years. In a survey and peer study conducted by *Golf Inc.*, a national publication, Addison Law was named the most experienced and recommended law firm nationwide for golf course owners, developers, and private club boards.

Prior to joining Addison Law, Dallas was an attorney with the international law firm Jones Day, where he worked on numerous commercial real estate transactions, mergers and acquisitions, and capital formation transactions, including private placements, debt offerings, and initial public offerings.

Through affiliated entities, Dallas has been a principal in the creation and operation of several conservation- and recreation-oriented communities and concepts. These projects include Cross Pines Ranch and Bosque Canyon Ranch, both conservation-based sporting ranches located near Dallas, Texas. He has also worked on similar projects on the Big Island of Hawaii and near Kalispell, Montana, above Flathead Lake.

Dallas received his law degree, cum laude, from Southern Methodist University Dedman School of Law, where he served on the Southern Methodist University Law Review Association and was a founding member of *NAFTA: Law Review of the Americas*. He also received a Plan II honors degree from The University of Texas at Austin. Dallas is a member of the Recreational Development Council of the Urban Land Institute and is a member of the State Bar of Texas (Real Property and Entertainment and Sports Law sections), and the Business Council for the Arts. He has lectured and moderated frequently on golf and hospitality topics throughout the United States.



Randolph D. Addison

Director

Randy Addison has represented parties involved in the ownership, operation, and development of equity and nonequity private clubs, public golf facilities, resort projects, and residential/golf course development for over 38 years. Randy, founding member of Addison Law and founding principal of Ethos Club & Leisure, has been involved in acquisition, development, and operational matters in more than 1,500 private and public golf, club, and resort projects throughout the United States and numerous foreign countries, including Desert Mountain Club, Cordillera Clubs, Amelia Island Equity Club, The Bridges at Rancho Santa Fe, Pinehurst Resort and Country Club, Firestone Country Club, The Homestead, Mission Hills Country Club, Barton Creek Resort, Dallas National Golf Club, and The Vaquero Club. Randy's experience includes the acquisition of existing facilities, equity conversions, turnovers, and the development and structuring of the private clubs, public facilities, and resort facilities. These projects include extensive due diligence programs designated for golf, club, or resort facilities which address organizational matters, membership matters, club documentation, and the various agreements between third parties, developers, and the club or the resort owner.

Randy has represented golf course owners, club owners, resort owners, residential developers, not-for-profit member-owned clubs, and club managers from the initial creation and development of the facility through the various operational issues, including development issues, membership programs, member issues, real estate issues, water, sewer, and effluent agreements, licenses, and other areas. In addition, Randy has structured equity conversion programs to sell club facilities to its members and represented members in the acquisition of club facilities, as well as the sale of club and resort facilities to third parties. Addison Law has been named "Law Firm of the Year" in the golf industry by the national publication, *The BoardRoom*, each of the last 19 years.

Through affiliated entities, Randy has been a principal in the creation and operation of several several conservation- and recreation-oriented communities and concepts. These projects include Cross Pines Ranch and Bosque Canyon Ranch, both conservation-based sporting ranches located near Dallas, Texas. He has also worked on similar projects on the Big Island of Hawaii and near Kalispell, Montana, above Flathead Lake.

Randy has been a speaker and lecturer at numerous educational seminars and continuing education programs for developers, club and resort owners, club managers, and attorneys. The programs include presentations at the International Hospitality Conference, Annual Meeting of the American Bar Association, golf expos, recreational developers seminars, *Golf Inc.* Expositions, Club Managers Association of America, Texas Lone Star Chapter of the CMAA, the ALI-ABA Resort/Club Seminar, golf course development seminars, and various regional seminars. Randy has been recognized and admitted as a Fellow of the American Bar Foundation, limited to the top one percent of the lawyers in the ABA.

Randy received his undergraduate degree from the The University of Texas at Austin and law degree from The University of Texas School of Law. He has been admitted to practice in the federal courts of the Northern Texas District Court, and is a member of the Corporate and Real Estate sections of the State Bar of Texas and American Bar Association, and the Select Hospitality Committee of the American Bar Association.

Proposal

for

General Manager Recruitment Services



Leadership is Key to the Sustainability of Any Organization

Character, integrity, and the commitment of a leader inspires those in the workplace to go the extra mile and can greatly influence the team's success in achieving its objectives.

Finding great leaders is what we do!

PROTHMAN

Executive Recruitment

Interim Staffing. Application Software. Job Board.

STATEMENT OF QUALIFICATIONS

ABOUT PROTHMAN

Founded in 2002, Prothman specializes in providing executive recruitment services to cities, counties, districts, and other governmental agencies throughout the United States. Driven by our passion for local government, we do what we do because we love helping organizations thrive! Having served organizations both large and small, near and far, our entire team believes that no job is too big or too small, we are happy and excited to help.

OUR EXPERTISE

Firsthand Knowledge of Local Government: Our lead consultants have dedicated their lives to local government and joined Prothman upon retiring from their distinguished careers. Our 22 years of recruiting experience, combined with each of our consultants' 30+ years of local government experience, provides our clients with a solid and effective team that can handle any senior level or highly specialized position recruitment.

Recruitment Knowledge and Experience: The Prothman team has conducted over 950 recruitments and interim placements. We have read and screened over 16,000 resumes, and we have personally interviewed over 8,000 semifinalist candidates. We know how to read between the lines, filter the fluff, and drill down to the qualities and experiences required to be a good manager.

OUTREACH EXPERTS

Our Ability to Connect to Potential Candidates is Unmatched! Our thorough approach to each recruitment ensures that we are casting the widest net possible to find the right candidate that will fit your needs. Our outreach program includes personal contacts and networking, individual direct mail job announcement campaigns, individual email job announcement campaigns, extensive utilization of social media, thorough advertising placements, and other creative strategies specific to the position.

OUR PROVEN PROCESS

Clients and candidates continually tell us that we have the best process and client service in the industry. The tenure of our placements is among the best in the industry because we understand that "fit" is the most important part of the process; not just fit within the organization, but fit within the community, as well.

OUR GUARANTEE

We are confident in our ability to recruit an experienced and qualified candidate who will be the perfect "fit" for your organization. Should the selected finalist leave the position or be terminated for cause within one year from the employment date, we will conduct a replacement search with no additional professional fee.

CONTACT INFORMATION

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www.prothman.com

Submittal Date: April 1, 2024

STATEMENT OF QUALIFICATIONS - PROJECT TEAM

Cliff Moore - Project Lead

Cliff Moore joins Prothman after a 30-year career in public service. Cliff's background includes service as the County Manager of Thurston County, WA, and City Manager of Yakima, WA. Cliff also served as Director of the Planning and Land Use Department in Thurston County and held senior administrative positions at Washington State University in Pullman and executive leadership positions at the university's extension offices in both Jefferson and Thurston Counties. Prior to his years of public service, Cliff worked abroad as a Peace Corps volunteer in Togo, West Africa; he was Assistant Country Director for the CARE mission in Honduras; and he was the Director of the US Refugee Resettlement Office in Khartoum, Sudan. Cliff received his master's degree from the University of San Francisco, and he is fluent in Spanish.

Steve Worthington - Project Support

Steve joined Prothman in 2012 and brings over 30 years of successful leadership in local government and is currently serving his third four-year term as a Council Member for the City of University Place, Washington. Prior to retirement after six years as the City Manager for the City of Fife, WA, Steve served as Community Development Director for six years in Fife and for nine years for the City of Cheney, WA. Steve was also an economic development specialist for the Spokane Economic Development Council, a member of the Association of Washington Cities Legislative Task Force, and an Economic Development Board Tacoma/Pierce County Trustee. Steve has a Bachelor of Arts degree in Speech Communications from the University of Washington, and a Master of Public Administration degree from Eastern Washington University.

Sonja Prothman - Project Support

As owner and CEO, Sonja directs the day-to-day operations of the Prothman Company and has over 20 years of experience in local government recruiting, interim placements, and organizational assessments. Sonja is a former councilmember for the City of Normandy Park, Washington, and brings to Prothman the "elected official" side of government – a vital perspective for understanding our clients' needs. Sonja also brings private sector expertise, having worked with the Boeing Company where she was on the start-up team as lead negotiator for schedules and deliverables for the first 777 composite empennage. A Seattle native, Sonja earned a bachelor's degree in communications from the University of Washington.

Barry Gaskins - Project Support

Barry has been a key member of the Prothman team for 19 years and is responsible for office and candidate management. His attention to detail and understanding of timeliness to the customer and candidates is remarkable. Barry works with the lead consultant in following through with scheduling interviews, arranging candidate travel, managing candidate application packets, and assembly of candidate information to give to the client. Barry came to us from the Bill & Melinda Gates Foundation where he served as a Program Assistant for four years in the US Library Program. Barry earned his bachelor's degree from California State University.

Jared Eckhardt - Project Support

Jared has been a key member of the Prothman team for over eight years and is responsible for profile development and candidate outreach. Jared works one-on-one with the client for position profile development and works with Sonja and the lead consultant on each client's outreach strategies. Jared also functions as recruitment support as a secondary lead consultant on recruitments and special projects. Jared graduated from the University of Washington, earning his BA in Communications.

AVAILABILITY, COMMUNICATION & SCHEDULE

We are ready to start when you are!

One of our first tasks will be to coordinate and commit to a schedule. Then, we protect your dates on a master schedule to assure we never miss a commitment. We provide you with our cell phone numbers so that you have direct access to your lead consultant and support staff, and we will communicate and update you as often as you desire. Our recruitment takes approximately 10-14 weeks to complete, depending on the scope and direction from the client.

PROPOSED TIMELINE

Blue highlighted / bolded events represent meetings with the client.

Date	Topic
Weeks of May 6 & 13, 2024	Travel to Sudden Valley Community Association for stakeholder interviews. Gather information for position profile and send profile for review.
May 20, 2024	Post Profile and Start Advertising and Outreach
May 27, 2024	Send Direct Mail
June 23, 2024	Application Closing Date
Weeks of June 24 & July 1, 2024	Prothman screens applications & interviews top 6 - 12 candidates
Week of July 8 - 12, 2024	Travel to Sudden Valley Community Association for Work Session to review semifinalists and pick finalists, and design final interviews
Week of July 22 or 29, 2024	Travel to Sudden Valley Community Association for Final Interview Process

REFERENCES

Port of Bellingham, WA – Engineering Program Manager (*just completed*), *Recently completed: Aviation Director, Marine Terminals Business Development Manager, Director of Real Estate & Asset Management*

Contact: Rob Fix, Executive Director
robfix@portofbellingham.com, 360.220.0395 cell

Skagit Transit, WA – Director of Finance (*in progress*), **Executive Director, Capital Projects Manager**

Contact: Jennifer Davidson, HR Director
jdavidson@skagittransit.org, 360.757.5178

EXECUTIVE SUMMARY

Prothman has been in the business of finding highly qualified candidates for placement in local government organizations of various sizes with varying political ideologies for 22 years. We understand politics, Council and Board dynamics, and community passion, and we are experts in facilitating. We have designed our recruitment process so that all stakeholders are included, listened to, and treated with respect. Our company takes pride in and stakes its reputation on finding qualified candidates who are the right "fit" for our clients.

Some of our Executive Management Recruitments – In Progress

Executive Director – Port of Orcas, WA; Harbor Master – Port of Skagit, WA; City Manager – City of Chehalis, WA; City Manager – City of Centralia, WA; City Manager – City of Brookings, OR; Executive Director – MACECOM, WA; Chief Executive Officer – Kelso Longview Chamber of Commerce, WA; Executive Director – Mason County Economic Development Council, WA; Executive Director – Port of Moses Lake, WA; Executive Director – Spokane Arts, WA; Public Works Director – City of Pasco, WA; City Engineer – City of Liberty Lake, WA; Public Works Director – City of Liberty Lake, WA; Community Development Director – Jefferson County, OR; Fire Chief – Wellington Fire Protection District, CO.

PROPOSED SCOPE OF WORK

1. Develop a Tailored Recruitment Strategy

Project Review

The first step will be to:

- ◆ Review the scope of work and project schedule

Information Gathering and Research (*Soliciting Input*)

We will travel to Sudden Valley Community Association and spend as much time as it takes to learn everything we can about your organization. Our goal is to thoroughly understand the values and culture of your organization, as well as the preferred qualifications you desire in your next General Manager. We will:

- ◆ Meet with Board Members
- ◆ Meet with current General Manager
- ◆ Meet with Staff, as directed
- ◆ Meet with Community and other Stakeholders, as directed
- ◆ Review all documents related to the position

Position Profile Development (*Identifying the Ideal Candidate*)

We will develop a profile of your ideal candidate. Once the Position Profile is written and approved, it will serve as the foundation for our determination of a candidate's "fit" within the organization and community. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
 - Years of related experience
 - Ideal personality traits
- ◆ **Organization-specific information**
 - Description of the organization, position and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

2. Identify, Target, and Recruit Viable Candidates

Outreach and Advertising Strategy (*Locating Qualified Candidates*)

We recognize that often the best candidates are not actively looking for a new position - **-this is the person we want to reach and recruit.** We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally in professional publications, journals, and related websites.
- ◆ **Targeted Direct Mail Recruitment Brochures** sent directly to hundreds of executive management professionals who are not actively searching for a new position.
- ◆ **Focused Candidate Outreach** via personal emails and personal networking from our database of executive management professionals.
- ◆ **Posting the Position Profile on Prothman's Facebook and LinkedIn pages, and on the Prothman website**, which receives over five thousand visits per week from potential candidates.

3. Conduct Preliminary Screening

Candidate Screening (*Narrowing the Field*)

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 3 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental question responses (to determine a candidate's writing skills, analytical abilities, and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 3) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 6 to 12 candidates. During the interviews, we ask technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.

Candidate Presentation (*Choosing the Finalists*)

We will prepare and send to you candidate packets which include each candidate's application materials and the results of the personal interviews and publication search.

We will travel to Sudden Valley Community Association (or meet via Zoom) and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 3 to 6 candidates to invite to the final interviews.

We will discuss the planning and design of the final interview process during this meeting.

4. Prepare Materials and Process for Final Interviews

Final Interview Process (*Selecting the Right Candidate*)

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ◆ **Elements of the Design Process Include:**
 - Deciding on the Structure of the Interviews
 - Deciding on an Evening Reception
 - Deciding on Candidate Travel Expenses
- ◆ **Background Checks**

Background checks include the following:

 - References
 - Education Verification, Criminal History, Driving Record and Sex Offender Check
- ◆ **Candidate Travel Coordination**

After you have identified the travel expenses you wish to cover, we work with the candidates to organize the most cost-effective travel arrangements.
- ◆ **Final Interview Packets**

The Final Interview Packets include the candidates' application materials and sample interview questions and are the tool that keeps the final interview process organized.
- ◆ **Final Interviews with Candidates**

We will travel to Sudden Valley Community Association and facilitate the interviews. The interview process usually begins with a morning briefing where the schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.
- ◆ **Candidate Evaluation Session:** After the interviews are complete, we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or interview sessions if needed.
- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

5. Warranty

Repeat the Recruitment

If you follow the major elements of our process and a top candidate is not chosen, we will repeat the recruitment with no additional professional fee, the only cost to you would be for the expenses.

6. Guarantee

Replacement Recruitment

Prothman will guarantee with a full recruitment that if the selected finalist is terminated or resigns within one year from the employment date, we will conduct one replacement search with no additional professional fee, the only cost to you would be for the expenses.

FEE & EXPENSES

Professional Fee

The fee for conducting a General Manager full recruitment with a one-year guarantee is \$18,500. The professional fee covers all Prothman staff time required to conduct the recruitment. This includes all correspondence with the client, writing and placing the recruitment ads, development of the candidate profile, creating and processing direct mail letters, creating and coordinating the email campaign, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, conducting background checks and professional references on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

Professional fees are billed in three equal installments throughout the recruitment, one at the beginning, at the halfway point, and upon completion of the final interviews.

Expenses

Expenses vary depending on the design and geographical scope of the recruitment. We do not mark up expenses and work diligently to keep expenses at a minimum and keep records of all expenditures. Sudden Valley Community Association will be responsible for reimbursing expenses Prothman incurs on your behalf for each recruitment. Expenses for each recruitment include:

- Trade journal, LinkedIn, and associated website advertising (approx. \$1,300 - \$1,800)
- Direct mail announcements (\$1,700)
- Consultant travel: Mileage at IRS rate, travel time at \$45 per hour, lodging if needed (\$400 - \$750 per trip)
- Interview Packets and Shipping: No Charge
- Background checks performed by Sterling (approx. \$170 per candidate)

Other Expenses

Candidate travel: We cannot approximate candidate travel expenses because they vary depending on the number of candidates, how far the candidates travel, length of stay, if spouses are included, etc. If you wish, we will coordinate and forward to your organization the candidates' travel receipts for direct reimbursement to the candidates.

Cancellation

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

Equal Opportunity

We can assure you that we recognize the importance and wisdom of a diversity rich candidate pool and for every recruitment we conduct, we have made it our mission to reach out to and attract the most qualified and diverse candidate pool as possible for our clients. If we are chosen to be your executive recruiting partner, we will do so with the common goal of finding the agency a diverse and qualified pool of candidates.

All qualified applicants are considered in accordance with applicable laws prohibiting discrimination on the basis of race, religion, color, gender, age, national origin, sexual orientation, physical or mental disability, marital status or veteran status or any other legally protected status. We will provide assistance in the recruitment, application and selection process to applicants with disabilities who request such assistance.

EXAMPLE OF POSITION PROFILE



HARTSTENE POINTE



**HARTSTENE POINTE
MAINTENANCE ASSOCIATION
HARTSTENE ISLAND, WASHINGTON**

GENERAL MANAGER

\$80,000 - \$100,000

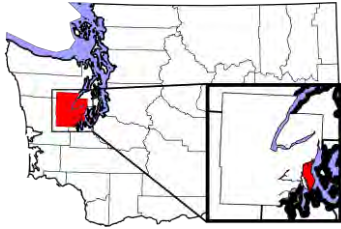
Plus Excellent Benefits

Apply by
February 25, 2024
(First Review, Open Until Filled)

PROTHMAN



THE COMMUNITY



Hartstene Island is located at the southern end of Puget Sound and is approximately ten miles long and three miles wide. Hartstene Pointe is a

unique community located on the northern tip of Hartstene Island, set within a verdant forest, and surrounded on three sides by the waters of Puget Sound. The Pointe is approximately 215 acres in size and is situated just 18 miles away from the Mason County seat and nearest town, Shelton. The region's clear deep waters provide world-class shrimp and salmon fishing, scuba diving, and miles of pristine shoreline for boaters, kayakers, and beachcombers. Immediately west of Shelton is Olympic National Park and Olympic National Forest, where you will find mountain trails, thrilling vistas, temperate rainforests, waterfalls and more.

Hartstene Island is home to a population of 1,412 and is accessible by a bridge from Highway 3 that links Shelton to Bremerton. Until a bridge was built in 1969 connecting the island to the mainland, a ferry provided the only transportation across the passage. Residents of the Island are lured by the quiet beauty and low cost of land. Settlers in the early 1900s built schools and stores, and farmed, logged, planted orchards, and gathered clams and oysters from the sea. In 1914, volunteers established the Community Hall, which is still actively used today. Of the several possible ways to spell the name of the island, Hartstene and Harstene are the most used and most popular and are often used interchangeably.

The Island has a number of unique attractions, including the Wild Felid Advocacy Center; a wild cat sanctuary housing approximately 60 cats. The Island is also home to three beautiful state parks, including Jarrell Cove State Park, McMicken Island State Park, and Stretch Point State Park which offer recreation beyond Hartstene Pointe.



THE ORGANIZATION

Hartstene Pointe Maintenance Association (HPMA), also known as "The Pointe" is a non-profit homeowners' association established by Weyerhaeuser in 1970. HPMA is governed by a 7-member Board of Directors and has 5 FTEs including the General Manager and up to 8 part time patrol, pool monitors, and maintenance staff.

While Hartstene Pointe was originally planned to be a recreational community, a significant number of the homes serve as primary residences today. The Pointe consists of 532 private residential lots, 90 private condominium "Island Houses", a private road system, a 6,000 sq. ft. Clubhouse, a swimming pool and hot tub, three tennis courts, basketball court, pickleball court approximately 5.5 miles of walking trails, a 110-slip marina, a boat launch, numerous picnic areas, and 3.5 miles of private beach.

After 60 years, Hartstene Pointe remains heavily wooded with Douglas fir, hemlock, cedar, madrona, maple, and various other deciduous trees. The area is also home to a significant population of birds, deer and raccoons. Bald eagles have been sighted along the water's edge. Along its perimeter, Hartstene Pointe gives magnificent views of Puget Sound, Mt. Rainier and the Olympic Mountains.

The community recently established The Hartstene Pointe Water-Sewer District, which has acquired the water and sewer utilities formerly owned and operated by Mason County. However, Hartstene Pointe Water-Sewer District is a totally separate government entity and is not run by Hartstene Pointe.

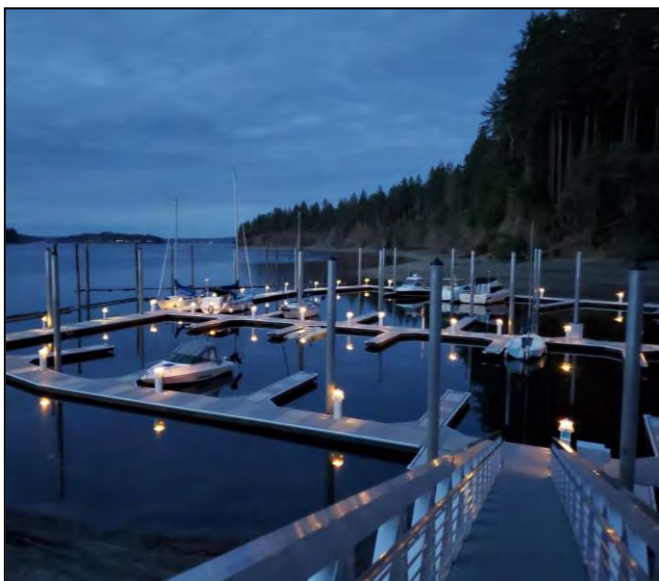
THE POSITION

Working under the general direction of the Board of Directors, the General Manager reports to the Board President and performs duties with minimum supervision. The General Manager is responsible for the management and operations of the HPMA property and facilities in accordance with the Covenants, Conditions and Restrictions (CC&R's), Rules and Regulations (R & R's) and Policies of HPMA as directed by the HPMA Board of Directors.

The Manager is responsible for all aspects of day-to-day management, maintenance and upkeep of the common area, including the forest and vegetation, HPMA buildings and other facilities, and the infrastructure and amenities of Hartstene Pointe. The General Manager is expected to act independently with subsequent reports to the Board, except in instances where consultation with the Board is required. In such instances, the General Manager is expected to bring recommendations and suggestions for alternative courses of action to the Board.

The General Manager's duties span multiple disciplines, including Accounting and Administration, Personnel Management and Development, Common Area Management, Maintenance Operations, Relationship Management and Governance.

For a full job description and to view the full scope of responsibility for the position, please view the attachment found [here](#) or on www.prothman.com.



OPPORTUNITIES & CHALLENGES

1. The incoming General Manager will be tasked with the completion of pending infrastructure projects including picnic shelters and the replacement of the lagoon dock. These projects have been budgeted and scoped, and will be a priority for the Manager to complete within the first year in the role.
2. The community of Hartstene Pointe is built with common areas between homes, along roadways and in/near community amenities. A priority for the General Manager is to establish a proactive maintenance plan for common areas, roads, ditches and landscaping and community amenities, present the plan to the board with any required budget allocations, and execute the plan to ensure optimal maintenance and upkeep in the community.
3. A top priority for the incoming General Manager will be to lead the way in redefining the dynamic between the community and HPMA. As the face of the organization, the General Manager will develop positive community relations and build a culture of trust, while prioritizing the efficient management of the organization. This is an excellent opportunity for a proven leader who is proactive, skilled in communication, transparent, and honest. A history of showing equal respect among various groups of stakeholders, including staff, the Board, vendors, and homeowners will bring candidates to the top of the list.

IDEAL CANDIDATE

Education and Experience:

- Seven (7) or more years of experience in a similar general manager role, which has included direct supervision of employees, procurement, budgeting, and project management.
- Knowledge of federal, state, and local laws, policies, and procedures as it applies to HPMA property management and governing documents.
- Experience with spreadsheet and basic database operations, QuickBooks accounting software, basic equipment and building maintenance and repair, and general computer skills including email and Microsoft Office applications.
- A valid Washington State driver's license
- The ability to pass pre-employment background, reference, and financial check.
- Preferred CMCA and/or Project Management Certification, and CPR and first aid certification.

Necessary Knowledge, Skills and Abilities:

- Experience developing and leveraging relationships within the association and with external vendors, local and state governments to achieve results.
- Strong skill in both verbal and written communication. The ability to listen and convey information and ideas clearly.
- The ability to proactively act to improve existing conditions and processes, identify opportunities and implement short and long-term solutions.
- Experience creating a culture of trust. The ability to foster a work environment that encourages people to act with integrity and treat each other with respect and set an example by acting with integrity and respect with staff, the board, vendors and homeowners.
- Skill in managing work interruptions and changes in priorities while still delivering expected results and work projects.

Candidates may possess any combination of relevant education and experience that demonstrates their ability to perform the essential duties and responsibilities.

COMPENSATION & BENEFITS

- **\$80,000 - \$100,000 DOQ**
- Eligible for annual bonus based on performance.
- Full use of community amenities, including picnic shelters, clubhouse, pool, tennis courts, marina, community beaches and trails.
- Medical, dental, and vision insurance.
- 3 weeks' paid vacation. More vacation negotiable.
- 8 paid holidays each year, plus 2 personal holidays.

For more information on Harstine Island and the Hartstene Pointe Maintenance Association, please visit:
www.hpma.org



The Hartstene Poine Maintenance Association is an Equal Opportunity Employer. All qualified candidates are strongly encouraged to apply by **February 25, 2024** (first review, open until filled). Applications, supplemental questions, resumes and cover letters will only be accepted electronically. To **apply online**, go to www.prothman.com and click on "Open Recruitments", select "Hartstene Pointe Maintenance Association, WA – General Manager", and click "Apply Online", or click [here](#). Resumes, cover letters and supplemental questions can be uploaded once you have logged in.



www.prothman.com

371 NE Gilman Blvd., Suite 310
Issaquah, WA 98027
206.368.0050

EXAMPLE OF INVITE LETTER



PORT OF BELLINGHAM
Washington State

ENGINEERING PROGRAM MANAGER

\$101,904 - \$152,856

Plus Excellent Benefits.

First Review:
February 18, 2024
(Open Until Filled)

Apply at www.prothman.com

Dear Colleague,

Prothman is currently recruiting for the **Engineering Program Manager** position for the **Port of Bellingham** in **Washington**. We invite you to review the position details on the back page, and if you find that this position is not right for you, we kindly ask that you please pass this on to other professionals you know who may be ready for the next step in their career.

PROTHMAN



THE AREA



Whatcom County is located in the northwest corner of Washington State. With its proximity to Mt. Baker, the beautiful Puget Sound, and the world renowned San Juan Islands, Whatcom is an extremely desirable place to live and work. Situated just south of the Canadian Border, Whatcom County (pop. 229,000) is made up of several rural communities and smaller towns.

The City of Bellingham (pop. 90,000) and the surrounding wilderness makes it one of the most livable, vibrant communities in the country. Residents can ski the slopes of Mt. Baker and sail Bellingham Bay in the same day, explore miles of hiking and bike trails, or stay in town and enjoy a vibrant arts scene, unique shops and restaurants, and the community-wide emphasis on locally produced food and other products. Bellingham is also among the fastest growing metropolitan areas in the country and is the recipient of a long list of awards, including many designations as a “best place” for livability and outdoor adventures and recognition for leadership in sustainability. The community proudly supports an active and innovative arts culture with numerous museums and art galleries, and a rich variety of musical and theatrical performing arts. The historic districts have been well preserved and currently house specialty shops, bookstores, and locally owned restaurants.

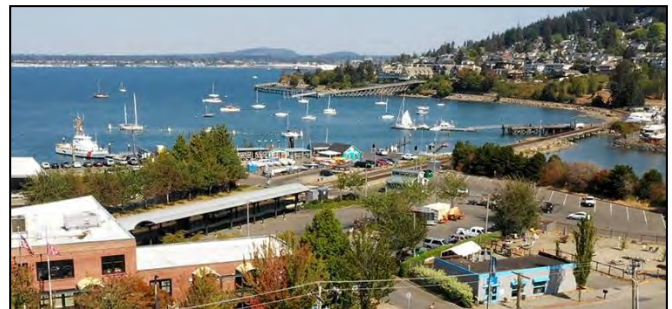
THE PORT

The Port of Bellingham is a special purpose municipal corporation serving all of Whatcom County. It is a unique organization that makes significant contributions to the local community through leveraging its resources by directly participating in revenue-earning lines of business, as well as by capitalizing on its strategic assets through special public agency powers. By using combined expertise in both the business and government sectors, the Port has a role in job preservation and job creation, as well as a role in the operation of transportation facilities for both seaports and airports. This combination is distinct from that of either the private sector or other government entities. The Port has nearly 111 FTEs, averages \$29.7 million in operating revenues, and collects an additional \$7.7 million in property taxes. The Port is governed by a non-partisan, three-person Board of Commissioners that are elected from one of three districts in Whatcom County and serve staggered 4-year terms.

THE DEPARTMENT & THE POSITION

The Engineering and Contracts Program supports the Port’s operating and public purpose functions by designing, permitting, and overseeing the construction of capital improvements, Port infrastructure and major maintenance projects. This includes contracts administration, procuring labor, materials and equipment through public bidding in accordance with state statute and Port policies. The Port averages over \$15 million in capital projects annually that cover a wide range of project types. Projects range from Federal Aviation Administration (FAA) required safety, lighting and taxiway/apron improvements at the Bellingham International Airport; marina infrastructure, floats, marine utilities, bulkheads and dredging; solar and electrification projects, shoreline stabilization and repairs; environmental cleanup and remediation projects and security and safety improvements throughout the Port.

The Engineering and Contracts Program coordinates closely with all Port divisions to develop Rough Order of Magnitude cost estimates for annual budgeting purposes, provide support for maintenance project scoping and development of creative engineering solutions. The Department has 8 FTEs including the Engineering Program Manager.



Under the direction of the Environmental & Planning Director, the Engineering Program Manager will be the “Lead Port Engineer” with independent decision making capacity, and will be the head manager of the department. This position contributes to the Port of Bellingham operations through the overall management of significant engineering capital projects. This role is responsible for providing leadership and direction to staff and consultants, ensuring effective utilization of resources. The Engineering Program Manager participates in short and long-term planning based on the needs of the operating areas/departments and Port-sponsored construction and maintenance projects, performing a variety of professional engineering assignments.

Please visit www.prothman.com to review the full position profile and compensation package, and to learn more about Prothman.

RESOLUTION TO ESTABLISH THE GENERAL MANAGER SEARCH COMMITTEE SUDDEN VALLEY COMMUNITY ASSOCIATION

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 responsibilities of the ad-hoc committee being established,

THEREFORE, be it resolved that the Sudden Valley Board of Directors hereby establishes the General Manager (GM) Search Committee. This charter will expire at such time as the Board has approved and entered into a contract for a new GM.

I. Membership:

The members of the GM Search Committee shall consist of two (2) SVCA Board Executives, Taimi Van De Polder, Vice President and Laurie Robinson, Treasurer and one (1) additional appointed director. The committee once formed shall vote to designate the chair of the committee. Two (2) additional members shall be selected from among SVCA Senior Management staff by the committee.

II. Meetings and procedures:

The GM Search Committee shall meet weekly to accomplish its purpose and responsibilities. The members of the committee need to be as flexible as possible to allow for possible multiple meetings in a week if necessary. The committee will determine the weekly meeting schedule and method of conducting the meetings. Meetings will only be open to the committee members and any individual that the committee may invite to join them to provide for the timely completion of its responsibilities.

The committee will work in consultation with the selected recruitment firm. The committee should seek to ensure as much transparency as possible while protecting the integrity and confidentiality of the search process.

III. Accountability:

The GM Search Committee is accountable to the Board. The Committee Chair or designated spokesperson will provide confidential timely updates to the SVCA Board. The Board intends that committee members: are committed to the best interest of the Association; maintain a record of actions and minutes of the committee's meetings; and maintain strict confidentiality where appropriate. All members are expected to attend every meeting, members must be capable to make the committee a priority throughout the process. Bi-monthly updates will be provided to the Board on the progress of the committee.

IV. Purpose:

The purpose of the GM Search Committee is to work with the chosen recruitment company. The firm will assist the committee in developing a schedule, strategy, and materials to successfully solicit candidates for the position of General Manager the Board can select from. The committee will collaborate with the selected firm, the Board, and staff, to assist with implementing the search process. Time is of the essence and every effort will be made by the committee to find a suitable candidate to allow adequate time for onboarding for the GM position.

V. Responsibilities:

The committee shall:

1. Collaborate with the recruiting firm who will guide the committee and the Board through the search process:
 - i. Develop a schedule of the process to ensure the committee stays on track and maintains time-sensitive recruitment milestones.
 - ii. Develop a recruitment strategy with the selected firm to meet the needs of the Association.
 - iii. Work with the Board and staff to solicit feedback regarding attributes and qualifications desired in the next GM.
 - iv. Develop a GM job description with a leadership profile for review and approval by the Board. This will outline the criteria the committee will use in its search for a new GM.
 - v. Conduct a comprehensive national search to recruit a pool of well-qualified candidates.
 - vi. Provide potential candidates with information about Sudden Valley including summary information about the finances, including ongoing and planned capital projects and challenges that the community faces.
 - vii. ~~Screen~~ Inform the Board of potential candidates that have been provided by the recruitment firm based on the criteria and characteristics identified in the job description and leadership profile.
 - viii. Present the Board with a list of potential semi-finalists of those candidates who present the strongest qualifications for approval.
 - ix. Set-up interviews with recognized finalists for Board review and consideration.
 - x. The SVCA Board will select and appoint the next General Manager from the final candidates that were presented to the Board.

THIS CHARTER OF THE GENERAL MANAGER SEARCH COMMITTEE of the Board of Directors of the Sudden Valley Community Association has been duly approved and adopted by the Board this 23rd day of May 2024.

Keith McLean, President

Taimi Van De Polder, Vice President

Linda Bradley, Secretary

Laurie Robinson, Treasurer

AJ Tischleder, Director

Rick Asai, Director

Stu Mitchell, Director

Ray Meador, Director

Sonia Voldt, Director



Sudden Valley Community Association

360-734-6430
4 Clubhouse Circle Bellingham, WA 98229
www.suddenvalley.com

MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: May 23, 2024
Subject: AC Policies Attorney Recommendations

Purpose

To inform the Board of Directors of the results of attorney review of proposed AC Policies.

Background

On April 25, 2024, I asked the Board to review and approve proposed changes to the AC Policies. At that time, the Board decided that they needed more time to consider the changes and asked to postpone a vote until the Attorney’s comments were available. SVCA’s attorney has now reviewed the proposed changes along with the questions that were raised by Director Voldt. This memo summarizes his response. (Attorney’s full response is attached.)

Analysis

On May 3, 2024, Director Voldt raised some questions in an email sent to the Board of Directors and the GM. Following are answers to these questions:

Question	Attorney Response
<p>“It’s my hope that a legal Opinion has been requested regarding whether a vote of the membership is required on “Policies” that are basically amending the Restrictive Covenants filed with Whatcom County.”</p>	<p>This particular document was recorded, but it is not enforceable as a contract because not all owners in SVCA gave their consent for this document to be recorded. In fact, there is no showing on the face of the document that even one owner agreed to it. Nor does it constitute an “amendment” to the Restrictive Covenants as there is no indication that the appropriate procedure to amend the Restrictive Covenants was followed. As such, in my view, the document is irrelevant and of no force and effect. To the extent that it merely recited Rules and Regulations that were in effect at the time, it appears that it can be ignored since those Rules have been superseded by later revisions to the ACC Policies.</p>
<p>“There also needs to be more clarity on whether the SVCA should dictate anything regarding driveways (or other areas designed by an engineer) that may be more restrictive than the County.”</p>	<p>The Restrictive Covenants for Sudden Valley primarily contain discretionary provisions. SVCA has elected not to exercise its full discretion on a project-by-project basis but, instead, it has adopted ACC Policies which reflect SVCA’s discretionary decisions in advance. The advantage of exercising its discretion in this fashion is twofold. First, it records SVCA’s discretionary decisions so that owners know the parameters ahead of time and can direct their designer or architect to draft plans that are likely to be approved. Second, it reduces the chances that an owner will assert that the ACC is exercising its discretion in an arbitrary or capricious manner.</p>



Sudden Valley Community Association

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www.suddenvalley.com

<p>“the attorney should provide the appropriate language to ensure we are reducing the chance of legal action by builders”</p>	<p>Since architectural decisions are discretionary, the Board may in some cases wish to seek member input through an advisory vote or comments at town halls prior to adopting controversial ACC Policies. While it is not required to undertake these actions, taking these steps may serve to enhance transparency and enable the Board to gauge the sense of the community better before adopting a controversial policy.</p> <p>The Board will need to consider the effective date that should be set for changes to the ACC policies. Since SVCA has memorialized its discretionary decisions in the ACC Policies, owners will have relied upon those policies in lot selection, design, etc. Admittedly, every member is on notice that SVCA may revise the ACC Policies at any time. And, SVCA is certainly free to make changes to the ACC Policies because, again, they comprise the discretionary decisions that implement the Restrictive Covenants. That said, SVCA should be sensitive to costs that owners may have spent in reliance on the ACC Policies. An owner who relied to their detriment on existing ACC Policies may be more inclined to sue SVCA if their permit is denied. If, on the other hand, the revised policies are published with an effective date in the future such that all applications received after the effective date are governed by the revised policies, this will likely reduce the possibility of litigation.</p>
<p>“Policy 13.5 reflects RC 19.5 exactly - except the word ONLY has been removed.”</p>	<p>The screenshot below (Example A) shows that Policy 13.5 has not been altered from the current document posted to the website.</p>

Example A:

13.5 - AREA OF RESPONSIBILITY: The Committee shall concern itself with the overall planning, specific sites and building aesthetics. In no way shall the Committee confirm assumed geological condition, structural method proposed nor the general adequacy of safety of any proposed structure(s).

Summary of Attorney Response

- “SVCA’s Restrictive Covenants require owners to obtain ACC approval before commencing construction.”
- “ACC Policies . . . were formulated and revised over the years consistent with SVCA’s discretionary authority”
- “SVCA has elected not to exercise its full discretion on a project-by-project basis but, instead, it has adopted ACC Policies which reflect SVCA’s discretionary decisions in advance.”
- “Since architectural decisions are discretionary, the Board may in some cases wish to seek member input through an advisory vote or comments at town halls prior to adopting controversial ACC Policies.”
- “. . . significant changes that will greatly alter the development of lots from current standards . . . could be viewed as arbitrary and capricious unless SVCA demonstrates that the changes are



Sudden Valley Community Association

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reasonable, made in good faith and are directly relevant to the interests, welfare or rights of SVCA owners”

- “If . . . the revised policies are published with an effective date in the future such that all applications received after the effective date are governed by the revised policies, this will likely reduce the possibility of litigation.”
- “SVCA . . . should hold town halls and other information sessions in order to establish the community interests that will be protected by the changes”
- “. . . the Board should adopt a resolution to define the reasons why these significant changes are being adopted.”

Proposed Actions Toward Approval

To address the attorney recommendations, the ACC and Staff will undertake the following actions:

- Schedule a Community Meeting in June to present the proposed changes and elicit feedback from members; the four changes identified as substantive by Richard are:
 - Including driveways in the lot coverage calculation;
 - Increasing side setbacks from 5 feet on each side to a total of 15 feet overall;
 - Reducing the maximum allowed driveway slope from 25% to 20% and requiring measures to ensure the driveway remains clear of ice above 15%;
 - Requiring homeowners to maintain driveway culverts, instead of the Association.
- Clarify the definitions given for keyways, ADUs, modular homes, and manufactured homes.
- Report back to the Board on member feedback in July and request approval for the policy updates.
- Set an effective date of January 1st, 2025, for the changes.

Objectives of the Committee

When considering the proposed changes to the AC Policies, it is important to consider the stated objectives of the ACC:

- To create and maintain an aesthetically desirable community by encouraging sensitive architectural design of the individual residences, recreation retreats, signage, condominiums, commercial structures and related facilities.
- To encourage maximum creative architectural response to each individual site as well as to the area and region.
- To protect individual property owners from the results of indiscriminate construction by others that would adversely affect surrounding property values and the general aesthetic quality of Sudden Valley.
- To review plans for any single-family home or condominium planned for Sudden Valley and the setting of each tract considering land use, environment, traffic and amenities, and other elements as delineated in the Restrictive Covenants for Sudden Valley Condominium Tracts and Commercial development regulations. (Information, Covenants, Rules and Regulations pertaining to Condominium and Commercial development are published under separate cover and are available through the Administration.)

The ACC considers each site individually and may grant variances when stated guidelines cannot be met. They work closely with owners, builders, and staff to find compromises that work in the real world. Because of their approach, it is unlikely that litigation would occur since we would know in advance when there is a conflict and consult with legal counsel if it appears that an acceptable resolution cannot be found.

This response was provided on 5/9/24 by Richard Davis, Attorney, as an insertion to the revised ACC Policies document he was sent for review.

CSD General Comments on Proposed Revisions

Our review is limited to identifying legal issues. We have attempted not to comment on business and discretionary decisions that are within the Board's province.

1. Inapplicability of Recorded Architectural Control Guidelines. In Sonia Voldt's e-mail to Jo Anne Jensen dated May 3, Sonia attaches a document recorded under Whatcom County Auditor File No. 1425140 which I have never before seen. It is entitled Architectural Control Guidelines for Single-Family Detached Dwellings. However, at the top of this document, the words "Restrictive Covenants" have been handwritten. Contrary to this handwriting, this document does not constitute restrictive covenants. It appears essentially to constitute excerpts from the Rules and Regulations applicable to Single Family Residences (SFRs) that were in existence at the time of recording. At least that is what is expressly stated on the bottom of the cover page.

A set of restrictive covenants constitutes an encumbrance on the affected lots and requires the consent of all owners whose lots are affected in order to encumber their lots. When there are a large number of lots, any owner may refuse to sign. That is why restrictive covenants are usually recorded by the developer *before* any lots are sold. Once they are properly recorded, they constitute a contract between all owners whose lots are encumbered.

This particular document was recorded, but it is not enforceable as a contract because not all owners in SVCA gave their consent for this document to be recorded. In fact, there is no showing on the face of the document that even one owner agreed to it. Nor does it constitute an "amendment" to the Restrictive Covenants as there is no indication that the appropriate procedure to amend the Restrictive Covenants was followed. As such, in my view, the document is irrelevant and of no force and effect. To the extent that it merely recited Rules and Regulations that were in effect at the time, it appears that it can be ignored since those Rules have been superseded by later revisions to the ACC Policies.

2. Consent Before Construction. SVCA's Restrictive Covenants require owners to obtain ACC approval before commencing construction. The Restrictive Covenants contain certain general building restrictions. They do not contain any specific reference to the adoption of ACC Policies. While I do not have the complete history of how the ACC Policies were initially formulated, I presume that they were formulated and revised over the years consistent with SVCA's *discretionary* authority as explained below.
3. Specific and Discretionary Requirements. Restrictive covenants for HOAs generally contain "consent before construction" clauses that require owners to obtain the HOA's consent before initiating construction. SVCA's Restrictive Covenants are no different. Restrictive Covenants may contain either "specific" and/or "discretionary" restrictions.
 - i. Specific Provisions. Whenever provisions of the Restrictive Covenants impose *specific* building requirements, an HOA cannot impose greater or lesser restrictions by revising its architectural policies or standards. For example, if the Restrictive Covenants contained a minimum 10-foot setback requirement, a

3,000 minimum square footage requirement for residences or a 30-foot maximum height restriction, the HOA would be obligated to adhere to those parameters when approving applications for construction. The HOA would not have discretion, for instance, to approve a 9-foot setback or a 35-foot home or to adopt ACC policies that allow a 9-foot setback or 35-foot home. SVCA's covenants contain almost no specific requirements other than the fact that a lot may contain no more than 1 single family residence.

- ii. Discretionary Provisions. Covenants may also contain language allowing the HOA discretion for approving proposed construction. In *Riss v. Angel*, 131 Wn.2d 612 (1997), for example, the covenants contained the following discretionary clause which gave the Association "*the right to refuse to approve the design, finishing [sic] or painting of any construction or alteration which is not suitable or desirable in said addition for any reason, aesthetic or otherwise ... [considering] harmony with other dwellings ... the effect on outlook of adjoining or neighboring property and any and all other factors which in their opinion shall affect the desirability or suitability of such proposed structure, improvement [sic] or alterations.*"

The Washington Supreme Court has held that "[c]ovenants providing for consent before construction or remodeling will be upheld so long as the authority to consent is exercised reasonably and in good faith." *Riss*, 131 Wash.2d at 625, 934 P.2d 669. But "[i]f covenants include specific restrictions as to some aspect of design or construction, the document manifests the parties' intent that the specific restriction apply rather than an inconsistent standard under a general consent to construction covenant." Thus, a "construction covenant cannot operate to place restrictions on a lot which are more burdensome than those imposed by the specific covenants." *Riss*, 131 Wash.2d at 625, 934 P.2d 669.

The Restrictive Covenants for Sudden Valley primarily contain discretionary provisions. SVCA has elected not to exercise its full discretion on a project-by-project basis but, instead, it has adopted ACC Policies which reflect SVCA's discretionary decisions in advance. The advantage of exercising its discretion in this fashion is twofold. First, it records SVCA's discretionary decisions so that owners know the parameters ahead of time and can direct their designer or architect to draft plans that are likely to be approved. Second, it reduces the chances that an owner will assert that the ACC is exercising its discretion in an arbitrary or capricious manner.

Since architectural decisions are discretionary, the Board may in some cases wish to seek member input through an advisory vote or comments at town halls prior to adopting controversial ACC Policies. While it is not required to undertake these actions, taking these steps may serve to enhance transparency and enable the Board to gauge the sense of the community better before adopting a controversial Policy.

4. Effective Date. The Board will need to consider the effective date that should be set for changes to the ACC policies. Since SVCA has memorialized its discretionary decisions in the ACC Policies, owners will have relied upon those policies in lot selection, design, etc. Admittedly, every member is on notice that SVCA may revise the ACC Policies at any time. And, SVCA is certainly free to make changes to the ACC Policies because, again, they comprise the discretionary decisions that implement the Restrictive Covenants. That said, SVCA should be sensitive to costs that owners may have spent in reliance on the

ACC Policies. An owner who relied to their detriment on existing ACC Policies may be more inclined to sue SVCA if their permit is denied. If, on the other hand, the revised policies are published with an effective date in the future such that all applications received after the effective date are governed by the revised policies, this will likely reduce the possibility of litigation.

5. Significant Proposed Changes. Some changes, such as including driveways in the lot coverage determination and increasing side setbacks are significant changes that will greatly alter the development of lots from current standards. Given the number of developed lots in SVCA at this time, these types of changes could be viewed as arbitrary and capricious unless SVCA demonstrates that the changes are reasonable, made in good faith and are directly relevant to the interests, welfare or rights of SVCA owners. See RC #4.

In my view, these types of changes may invite litigation since so many lots will have been developed under existing standards. If SVCA desires to implement such changes, it should factor in the possibility of litigation and take steps to position itself to prevail. For instance, it should hold town halls and other information sessions in order to establish the community interests that will be protected by the changes. It could hire a consultant to issue recommendations. And ultimately the Board should adopt a resolution to define the reasons why these significant changes are being adopted.



Sudden Valley Community Association

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APPROVAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: May 23, 2024
Subject: Public Utility Easement Resolution

Purpose

To request approval for a resolution outlining a policy to manage the granting of Public Utility Easements across parks and green space owned by the Sudden Valley Community Association (SVCA).

Background

In 2023 and again in 2024, members with new construction projects have asked SVCA to grant them easements to install utility connections across SVCA-owned green space and/or parks. This is not desirable because trenches would have to be dug, damaging the soil and surrounding trees and vegetation or even requiring the removal of trees. Further, this disruption might have to be repeated in the future for maintenance.

SVCA's attorney, Richard Davis, advised that, in his opinion, SVCA is not legally obligated to provide such as easement (see attachment). In some situations, however, sewer connections are shown on the original sewer designs recorded with the Whatcom County Auditor's Office. Because it is the Association's responsibility to follow through on expectations reasonably created by recorded documents and also because it is in the Association's best interest to facilitate the most efficient connections to sewers and to avoid conflicts with LWWS, SVCA asked Richard to draft a policy allowing for such connections and defining the specific criteria which would allow the Association to grant an easement.

Analysis

Two documents are attached for your review:

- Resolution Authorizing Sewer Easements; and
- Utility Easement Template

Together, these documents outline the situations in which an easement can be granted and how to grant an easement. The resolution also establishes a fee for granting the easement.

The Easement Template includes the following provisions:

- A perpetual and non-exclusive easement is granted;
- The sewer line constructed must follow the exact plan shown in the recorded documents;
- The easement only includes permission for a sewer line to be constructed, nothing else;



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- The lot owner must:
 - Be responsible for installation, maintenance, and repair of the sewer line;
 - Work with the Association to obtain approval to restore the property to its original condition, repairing or replacing soil, trees, or other vegetation that may be damaged;
 - Keep the easement neat and clean;
 - Complete the work within ninety (90) days of the execution of the agreement;
 - Complete restoration work with sixty (60) days of receiving Association approval.
- Standard terms for protecting the Association against liability and providing remedies in the event of breach or default.

Request

Request that the SVCA Board of Directors adopt the proposed resolution establishing a policy for managing the grant of utility easements and approve the proposed fee of \$1,500.00 to cover recording fees and administrative costs.

Motion

Move that the SVCA Board of Directors adopt the proposed resolution establishing a policy for managing the grant of utility easements and approve the proposed fee of \$1,500.00 to cover legal fees, recording fees, and administrative costs.

Approvals

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President

RESOLUTION _____
AUTHORIZING SEWER EASEMENTS

WHEREAS, Article C, Section 16 of the Bylaws for the Sudden Valley Community Association (“SVCA” or the “Association”) grants the Board of Directors (the “Board”) all of the power necessary and convenient to conduct the affairs of the Association and to do all acts and things except those which are reserved for the members by the Articles of Incorporation, the Bylaws, or the laws of the State of Washington;

WHEREAS, Article 5.1 of the Rules and Regulations provides that use of SVCA common property, such as greenbelts, as depicted on plats and official maps, such use consisting of member constructed pathways, fences, bulkheads, parking areas, or any other private use of SVCA property made by members outside the platted boundaries of their lot or parcel, shall be with SVCA’s consent;

WHEREAS, SVCA’s current and historical policy has been to refuse requests for easements across, under, or on SVCA greenbelts;

WHEREAS, Division Plat Maps and original Sewer Designs recorded with the Whatcom County Auditor’s Office for Divisions in SVCA may specify the future location for planned sewer line connections as running through SVCA greenbelts;

WHEREAS, it recently came to the attention of SVCA that the recorded Division Plat Map for Division 7, recorded December 22, 1969, and the Sewer Design for Division 7, dated November 3, 1972, shows the future location of sewer lines as running through SVCA greenbelts in Division 7;

WHEREAS, Lake Whatcom Water and Sewer District has requested that SVCA grant utility easements to Division 7 property owners constructing new homes who are shown to have a sewer line connection that runs through SVCA greenbelts in the original Sewer Design and Division Plat Map for Division 7; and

WHEREAS, given the expectations that property owners may have, based on original Sewer Design documents that were recorded, the Board has determined that granting utility easements for the construction of sewer lines in alignment with the proposed sewer connections detailed in the Division 7 Plat Map and Sewer Design would be appropriate.

NOW THEREFORE, be it resolved by the Board of Directors as follows:

A. SVCA shall grant and execute a utility easement, in accordance with the template utility easement agreement attached herewith as **Exhibit A**, at the request of a SVCA property owner if (i) the property owner is constructing a new home; and (ii) that lot, pursuant to the original, recorded Sewer Design for the Division in which owner’s lot is located shows a proposed sewer line connection across an SVCA greenbelt.

B. The easement shall be limited to constructing a sewer line strictly in alignment with the sewer connection detailed for the property owner’s respective lot in the Sewer Design for the respective Division.

C. The property owner shall pay an administrative fee, in the amount of _____ Dollars (\$) _____ to cover SVCA's administrative costs for administering the easement.

D. The easement shall not be effective unless signed by both SVCA and the property owner.

E. The property owner shall pay the full cost of recording the easement.

ADOPTED this ___ day of May, 2024 at a regularly scheduled meeting of the Board of Directors at which a quorum was present.

Director

Director

Director

Director

Director

EXHIBIT A

Filed for Record at Request of:

Sudden Valley Community Association
4 Clubhouse Cir
Bellingham, WA 98229
(360) 734-6430

DOCUMENT TITLE: UTILITY EASEMENT AGREEMENT

GRANTORS: SUDDEN VALLEY COMMUNITY ASSOCIATION

GRANTEES:

**ABBREV. LEGAL
DESCRIPTION:**

PARCEL NOS.:

REFERENCE NO.:

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Easement Agreement”) is made this ____ day of _____, 20____, by the _____, owner of Lot _____ in Division ____ (the “Lot Owner”), and the **SUDDEN VALLEY COMMUNITY ASSOCIATION**, a Washington non-profit corporation (the “Association”). The Association and Lot Owner are individually referred to herein as a “Party” and collectively as the “Parties” or “Parcel Owners.”

I. RECITALS

WHEREAS, the Lot Owner owns the real property depicted as Lot _____ (legally described in **Exhibit 1** attached hereto) (the “Benefited Property”), on the Division ____ Plat Map attached hereto as **Exhibit 2** (the “Plat”) recorded under Whatcom County Auditor File No. 2021-0903434;

WHEREAS, the Association owns tracts marked as “Park” in the Division ____ Plat Map and that is otherwise shown in the Sewer Design attached hereto as **Exhibit 3** (the “Burdened Property”); and

WHEREAS, the Lot Owner desires to construct and install a sewer line in alignment with the sewer line placement as set forth in the Sewer Design and as shown connecting Lot _____ to the existing sewer system.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the terms and conditions herein, the Parties hereto agree to be bound as follows:

1. GRANT OF EASEMENT.

1.1 The Association hereby grants and conveys to the Lot Owner a non-exclusive perpetual easement (“Easement”) for sewer utilities under the Park area, as depicted in **Exhibit 2** and **Exhibit 3** hereto, and incorporated herein by reference, which Easement shall be strictly limited to the location of the sewer connection from the Lot to the existing sewer line as shown on the Sewer Design and depicted in **Exhibit 3**. This Easement is granted only to allow the Lot Owner to utilize the sewer system in Division ____ by constructing a sewer line in alignment with the sewer connection shown in the Sewer Design. The Easement shall not be further expanded or increased to cover any additional uses or square footage of the Burdened Property.

2. INSTALLATION, MAINTENANCE, AND RESTORATION.

2.1 The Lot Owner shall be solely responsible for the installation, maintenance, and repair related to the sewer line in the Easement. The Lot Owner shall keep the Easement free of rubbish, trash, and construction debris. Following installation of the sewer line, or following any subsequent maintenance or repair of the sewer line or the Burdened Property, the Lot Owner shall restore the Burdened Property to as near as possible to its prior condition. If vegetation, soil, or other natural, preexisting debris is disturbed or destroyed, the Lot Owner shall restore or replace the soil, natural debris, and vegetation. The Lot Owner must receive approval from the Association for any restoration or replacement work prior to the Lot Owner

commencing such work. The material used by the Lot Owner to restore or replace the soil, natural debris, or vegetation must be approved by the Association prior to the Lot Owner using such material. The Lot Owner shall be solely responsible for all costs for restoring the surface of the Burdened Property to its prior condition.

2.2 The Lot Owner, or any of their contractors or agents, shall complete the initial installation and restoration work within the Burdened Property within ninety (90) days of the mutual execution of this Easement Agreement. The Lot Owner, or any of their contractors or agents, shall complete all subsequent maintenance or repair work, and any related restoration work, within the Burdened Property within sixty (60) days of receiving the Association's approval.

2.3 The Lot Owner shall limit any and all work on the Burdened Property to daylight hours between 8:00 AM and 7:00 PM.

2.4 The Association must approve of any maintenance or repair work to the sewer line or Burdened Property prior to commencement of any maintenance or repairs.

3. **LIABILITY.** The Lot Owner assumes any and all risk and liability associated with use of the Burdened Property and agrees to defend, indemnify, and hold SVCA, its employees, agents, officers, and board members harmless from and against all liabilities, claims, losses, demands, or judgments, including reasonable costs and attorneys' fees, incurred by SVCA arising out of or relating to damages to persons or property occasioned by the use of the Easement by the Lot Owner, the Lot Owner's licensees, invitees, and guests.

4. **BINDING NATURE OF GRANT.** This Easement Agreement and the rights expressed herein shall bind and benefit, as applicable, the Parties, and their respective successors, devisees, transferees, heirs, executors, administrators, and assigns. The Benefited Property and the Burdened Property shall be subject to this Easement Agreement, and all subsequent owners, successors, and assigns of the Parcels shall take said real property subject to this Easement Agreement.

5. **NO DEDICATION TO PUBLIC.** Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the said tracts to the general public or for any public use or purpose whatsoever.

6. **COMMENCEMENT AND TERMINATION.** The Easement shall commence upon recordation of this Easement Agreement.

7. **REMEDIES.** In the event that the Lot Owner is in breach or default of the terms or conditions of this Easement Agreement, the Association may pursue the following cumulative, non-exclusive, remedies:

7.1 Revoke this Easement Agreement upon thirty (30) days' written notice to the Lot Owner which revocation shall become effective upon the unilateral recording by the Association of a "Revocation of Easement" in the office of the Auditor in and for Whatcom County, Washington.

7.2 Perform the cure at the Association's expense and bill such charges, plus an administrative fee of ten percent (10%) thereon, to the Lot Owner. The Association may record

a lien against the Benefited Property to secure payment of such charges. The lien shall run with the land and may be foreclosed as a mortgage in Washington state.

7.3 Issue a fine of _____ Dollars (\$_____.00) to the Lot Owner for each day the Lot Owner is in default. The Association may record a lien against the Benefited Property to secure payment of such fines. The lien shall run with the land and may be foreclosed as a mortgage in Washington State.

8. **ATTORNEYS' FEES AND COSTS.** In the event either of the Parties institute a suit to enforce this Easement Agreement, the prevailing Party shall be entitled to court costs and reasonable attorney's fees against the losing Party.

9. **GOVERNING LAW.** It is agreed that the jurisdiction and venue of any legal actions brought under the terms of this Easement Agreement shall be exclusively in the Superior Court for Whatcom County, Washington. Washington law shall apply to this Easement Agreement.

10. **AMENDMENTS.** Except as otherwise set forth herein, this Easement Agreement may not be modified, amended, or terminated except by written agreement of the Association and the Lot Owner.

11. **HEADINGS.** The captions and headings provided for in this Easement Agreement are for reference purposes only and do not have any effect on the interpretation of this Easement Agreement.

12. **NON-WAIVER.** Failure to enforce any provision of this Easement Agreement shall not operate as a waiver of any such provision.

13. **SEVERABILITY.** In case any one or more of the provisions contained in this Easement 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 Easement Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **ENTIRE AGREEMENT.** This is the entire agreement concerning this Easement Agreement. The recitals and definitions set forth above are incorporated as if fully set forth herein. There are no other oral or written understandings.

IN WITNESS WHEREOF, the Parties have caused this document to be executed as of the day and year first above written.

[Signatures & Notaries on Following Pages]

**EXHIBIT 1
LOT LEGAL DESCRIPTION**

**EXHIBIT 2
DIVISION __ PLAT MAP**

**EXHIBIT 3
SEWER DESIGN**

From: [CSD - Richard Davis](#)
To: [Jo Anne Jensen](#)
Subject: RE: Public Utility Easement
Date: Tuesday, April 30, 2024 10:24:29 AM
Attachments:

[image](#)
[001.png](#)
[image002.png](#)
[g](#)
[image003.png](#)
[g](#)

Jo Anne,

As discussed, my concern is that if SVCA grants easement rights gratuitously, other owners in SVCA will seek the same or similar accommodations. This is likely to become a headache for administration, not to mention a potential political issue for the board.

My recommendation is as follows:

- Have the Board adopt a resolution allowing sewer lines for new construction homes to be installed on greenbelt areas if (i) the original planned sewer connection alignment shows the lines running across SVCA greenbelt areas, (ii) the connection is to be installed as shown in the original recorded sewer connection alignment, and (iii) the owner signs an easement agreement acceptable to SVCA. The resolution should note that the reason this specific accommodation is being made is because of expectations which individual owners may have had based on the recorded sewer connection alignment. The resolution should also note that no other utility easements will be granted on greenbelt areas. (If the resolution contains these terms, I think it will give SVCA some justification to deny requests from other owners with unrelated requests).
- The owner should pay an administrative fee to SVCA to cover its costs associated with administering the easement.
- The owner signs the easement agreement and pays for the cost of recording.
- The easement will contain standard terms and conditions regarding restoration of the affected area, indemnifying SVCA from damages, etc.

We will prepare an easement template and a draft resolution.

Richard

Richard A. Davis III
Attorney
1500 Railroad Ave.
Bellingham, WA 98225
d 360.306.3000

t 360.671.1796 x 202

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Legal Assistant: Lisa D. Moeller t

360.671.1796 x 235

e lmoeller@csdlaw.com

From: CSD - Richard Davis <rdavis@csdlaw.com>

Sent: Friday, April 5, 2024 11:21 AM

To: Jo Anne Jensen <JJensen@suddenvalley.com>

Subject: RE: Public Utility Easement

Jo Anne,

Contrary to LWWSD's position, we do not believe that the Dedication language in the Division 7 Plat Map grants 8 & 10 Valley View Circle Div. 7 lot owners a utility easement across the SVCA owned greenbelt or "Park" area.

The Dedication states, in part, that lot purchasers are reserved, "an equal and undivided beneficial interest in all roads and easements, with a permanent easement for public utilities thereon, with the right to drain all roads, easements and public sites over and across any lot or lots where water might take a natural course after the grading, and the right to make all necessary slopes for cuts and fills upon the lots, blocks, and tracks in any reasonable grading of blocks and easements. This plat and reservation shall be subject to the restrictions and covenants [sic] on file"

As we advised previously regarding the CC&Rs, "lots" refers to numbered lots, not SVCA greenbelt or Park areas. With that in mind, we do not believe that the Dedication serves to grant a utility easement over the SVCA greenbelt or "Park" area identified in the Div. 7 Plat. At most, we interpret the Dedication as setting the groundwork for the initial development of Div. 7 in so far as the grading for "roads, easements, and public sites" altered the natural course of water flow and public utilities were required to address that drainage. A court is unlikely to interpret "with a permanent easement for public utilities thereon" in isolation from the language specifying the rights granted.

Additionally, "with a permanent easement for public utilities thereon," appears to only apply to "all roads and easements," given the commas offsetting "with a permanent easement . . ." from the rest of the sentence. As such, to the extent roads or other easements are identified in the Plat, one could interpret the Dedication as granting a public utility easement across only those areas, though the Plat does not identify any easements, only roads.

In sum, the Dedication is confusing and poorly written. But, nothing in the Dedication indicates that a permanent public utility easement was granted on the "Park" area identified in the Plat.

LWWSD is relying on the Div. 7 Sewer Design as informing the scope of the "permanent easement" language in the Dedication, but the Div. 7 Sewer Design was not recorded until three (3) years after the Div. 7 Plat. Without any language in the Dedication or Sewer Design incorporating the other, a court is unlikely to look to the Sewer Design as informing the interpretation of the Dedication.

Now, LWWSD may argue that it is entitled to an easement by estoppel based on its historical installation/operation of the Sewer System in Div. 7. LWWSD may argue that it built out the System with the understanding that it had a right to build out future connections across SVCA's Park area for 8 & 10 Valley View Circle and that LWWSD would not have built out the Sewer System if the future connections could not be built as shown in the Design. Whether LWWSD would ultimately prevail on such a claim is an open question given the limited information we have about the history of the

system. LWWSD would have to show a “(1) misrepresentation or fraudulent failure to speak [by SVCA] and (2) reasonable detrimental reliance.” *Boyd v. Sunflower Properties, LLC*, 197 Wn. App. 137, 143, 389 P.3d 626 (2016).

Ultimately, a court would likely defer to the language in the Plat and CC&Rs as governing development in the Park area and be reticent to grant an easement by estoppel, but that would depend on the facts surrounding the development and operation of the Sewer System. If and when LWWSD raises that as an argument in response to SVCA denying LWWSD the right to connect 8 & 10 across the Park area, we will further investigate that claim.

Richard

Richard A. Davis III

Attorney

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Legal Assistant: Lisa D. Moeller

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e lmoeller@csdlaw.com

From: CSD - Richard Davis <rdavis@csdlaw.com>

Sent: Thursday, March 7, 2024 10:03 AM

To: BOD Mclean <BODMclean@suddenvalley.com>; Jo Anne Jensen <jjensen@suddenvalley.com>

Subject: RE: Public Utility Easement

Keith,

Apologies for the delay in issuing a reply. I wanted to speak to another real estate attorney in my office before responding with my thoughts.

The pertinent language in Section 16 of the Declaration is as follows:

each lot is further subject to utility easements over three (3) feet on each side lot line and five (5) feet on each rear lot line and as otherwise shown on the face of the plat.

Our view is that the foregoing language means that each lot in SVCA is burdened by an easement of three feet in width on the sides of each lot (i.e. three feet wide parallel to the side boundaries) and five feet in width on the rear of each lot unless the plat map shows something different. The easement is for the benefit of any public utility or private owner who needs the easement for utility purposes. The easement could have been limited to public utility companies, but it was not. In fact, Section 2 of the Declaration confirms that the covenants are for the benefit of each lot and that they create mutual, equitable servitudes upon each lot in favor of all other lots:

The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Unit and the Subdivision to which they are applicable, as herein provided, and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Unit and Subdivision and their respective owners. Restrictions substantially the same as those contained herein shall be recorded on all future recorded tracts of the Subdivision in conformity with the general scheme of improvement of all lands to be included therein; provided, however, Declarant, for a period of five years from date hereof, shall have the right to amend these restrictive covenants in order to conform generally with the over-all development and improvement plan for the lands herein described and other lands of Declarant to be ultimately included within divisions of Sudden Valley, and may further be amended by Declarant pursuant to requirements of any city, county, state or other governmental agency.

Thus, if an owner needs to run utility lines across a neighbor's property, the covenants would give them an easement over their neighbor's property. If the burdened property owner refused to allow the utility lines to be installed, the easement should be enforceable in court by a property owner who needs to use the easement for utility purposes. There are many problems with this arrangement, of course. As you noted, a footing could be located in the easement area. Or the neighbor installing the line might not repair the damage caused by digging the trench. Or the trench might run through expensive landscaping. Etc. Normally easements have specific terms

about what work can be done, when it can be done, repair obligations, indemnifications, and the like. I've seen these types of embedded easements in other HOAs. Typically, they don't cause many problems because they are rarely needed in practice.

Please note that a "lot" only refers to numbered lots. It does not refer to SVCA owned greenbelt areas, but it would apply to SVCA owned numbered lots. Section 1 of the Declaration provides:

These Restrictions shall apply to subdivided, numbered lots only, other than the exempt lots, and are specifically excluded from application to said exempt lots and to other lands designated on the Map as parcels or as lands of Declarant, which exempt lots, parcels and lands are intended for future commercial, multiple dwelling, single-family residence, or recreational uses, as designated on Sudden Valley Divisions as recorded.

As far as SVCA's approval of plans is concerned, I think approval should be denied if it relies upon an "easement" over SVCA greenbelt unless the plat itself identifies an easement over that greenbelt. Section 16 of the Declaration does not provide such an easement, so any easement rights would need to be found on the plat. If, on the other hand, the developer is relying upon Section 16 of the Declaration for an easement across a neighbor's property, I think it should be granted (assuming it otherwise complies with ACC rules) subject to enforceability and exercise of the easement as shown on the developer's plans. SVCA should not get involved into whether or not the easement in Section 16 is enforceable. That issue is solely between the owners at issue. I can imagine certain defenses that an owner might raise, but ultimately a court would need to decide its enforceability. In our view, the easement described in Section 16 likely enforceable.

Let me know if you have any questions.

Richard

Richard A. Davis III
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Bellingham, WA 98225
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w csdlaw.com

Legal Assistant: Lisa D. Moeller
t 360.671.1796 x 235
e lmoeller@csdlaw.com



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association (SVCA) Board of Directors (BOD)
From: Mike Brock, Maintenance & Facilities Manager
Date: May 23rd, 2024
Subject: Capital Request – Adult Center Painting/Clubhouse Painting & Deck Coating

Purpose

To request funding and contract award for exterior painting of the Adult Center and Clubhouse.

Background

The 2024 Capital Budget includes funding to paint the exterior of the Adult Center and Clubhouse, and to apply a new coating on the two decks located on the North side of the Clubhouse. The total combined budget for all three projects is \$39,553.

Analysis

It is unknown when the Clubhouse and the Adult Center were last painted. Both facilities have areas of fading paint with exposed wood in places. Painting the structures will protect the siding, prolong the lifespan of the buildings, and improve the esthetics of both buildings. Eleven contractors were contacted to submit proposals. The quotes were to include washing the structures, prepping, caulking where needed, and applying two coats of equivalent paint in a matching color. Additionally, contractors were asked to include a proposal to apply a new coating to the deck surfaces at the Clubhouse. Three competitive quotes were received for painting the Clubhouse and Adult Center:

Nachos Painting – Quoted \$ 36,163.80

CertaPro Painters – Quoted \$ 36,959.86

Perennial Painting – Quoted \$ 39,385.60

Nachos Painting provided the lowest quote for painting the two structures; however, CertaPro painting demonstrated in both their written proposal and in person that they have a stronger understanding of the scope of the project. They specifically called out the need to work around main entries during slow times/off hours and professionally explained how they would complete both projects.

CertaPro Painters was the only vendor to provide a quote to recoat the decks at the Clubhouse. The supplemental quote adds an additional \$3,906.70 to the painting project for a total of \$40,866.56. The preferred option is to have CertaPro Painting complete all three projects in conjunction.



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Proposal

Approve funding in the amount of \$40,866.56 and approve the selection of CertaPro Painting to paint the exterior of the Adult Center and Clubhouse, and to apply a new coating on the Clubhouse decks.

Motion 1

Move that the SVCA Board of Directors approve the allocation of \$40,866.56 from CRRRF for painting the exterior of the Adult Center and Clubhouse and apply a new coating to the Clubhouse Decks.

Motion 1

Move that the SVCA Board of Directors authorize the General Manager to execute SVCA's standard construction contract with CertaPro Painting with a not to exceed amount of \$40,866.56.

Approvals

Recommended: _____ Not Recommended: _____ SVCA Finance Committee

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President



JOB SITE

Sudden Valley GC Club House
4 Clubhouse Cir
Bellingham , Wa 98229
Jeff Monson PNW Serv. (360) 280-9778
mike.brock@suddenvalley.com

PREPARED BY

Tanner Jones
Commercial Sales Associate
425-287-7856
tannerjones@certapro.com

CLIENT

Sudden Valley Community Association
4 Clubhouse Cir
Bellingham , Wa 98229
Jeff Monson PNW Serv. (360) 280-9778
mike.brock@suddenvalley.com

CLIENT CONTACTS

PRICING:

Exterior	\$26,496.71
Subtotal:	\$26,496.71
Paint Recycling Fee	\$63.59
Fuel Surcharge	\$76.84
Sales Tax (8.8%)	\$2,331.71
Total:	\$28,968.85
Balance	\$28,968.85

GENERAL SCOPE OF WORK

Pressure Washing, Preparation, and Painting the Exterior of Sudden Valley Gold Club, Club house - Building to be painted to match existing scheme. (One main body color, one trim color)
Failed areas to be scraped, primed, and painted.
All porch ceilings / covered areas to match main body color.
Prep / Prime / Paint fascia and post ends.
Doors to match main body color. (SW Latitude, Semi-gloss)
Stair Stringers / Wood riser on stairs to match main body color.
All posts to match main body color.
Cover / mask / protect all gutters. (Excluded from painting)
Downspouts to blend where they fall on body / trim surfaces.
Door frames to match trim color.

CertaPro to provide job flow to property management prior to beginning project.
Club house to be pressure washed off hours.
Club house is open 7 days a week. Main entries to be painted during slow times / off hours.
CertPro will provide progress update to property management team after each day of labor.
CertaPro to pressure wash all rails / glass separators.

Sales tax included.
No lift needed for project.
Pricing for recoating rear deck surfaces to be seen below under optional items. (Additional \$3,590.72)
Sherwin Williams Superdeck Solid Stain / Sherwin Williams Porch & Floor to be applied to (2) decking surfaces.

APPLICATION METHOD FOR PAINTING SIDING: Our painters will use high technology, high precision airless sprayers to evenly move the paint from the bucket to the surface, immediately followed by another finish coat. In other words, we put two controlled layers of paint together to provide better coverage in one pass. This will be done in one trip around the house to leave the body of the building with a better looking and longer lasting results. If your wood (especially shingles) is worn by the sun, the coating will appear different on the worn areas because the texture of the wood causes shadowing that makes the color appear different.

SURFACE PREPARATION

POWER WASHING: All areas to be painted will be power washed to remove dirt and debris. This will not always result in uniform cleanliness, but will make the substrate ready for painting. We will not aggressively power wash as this can result in damage to the substrate. Dirt can get splashed back up onto the house during the pressure washing phase, and this loose dirt will be brushed off before painting. Some mildew discoloration may be visible after the wash -- this is normal. Paint will cover any remaining stain -- the paints that we use have a mildew inhibitor built into them to slow the return of mildew.

CARPENTRY/MINOR REPAIRS: During our initial walk-through, we did not notice any areas that appear to need carpentry work. During the painting process, if we find areas that need repair, we will inform the customer and give an approximate cost to repair. Any carpentry or repairs will be done on a time-and-material basis at \$85 per man-hour plus cost of materials. Cost must be approved by the customer before repairs will be done.

SCRAPING AND PRIMING: Peeling areas will be scraped back to a firm edge. All bare wood will be primed using Peel-Bond primer or another primer appropriate for the substrate.

CAULKING: Any previously caulked gaps that have split or cracked will be re-caulked. The customer may request additional caulking in advance, which will be done on a time-and-material basis at the rate of \$85 per man hour plus caulk.

MASKING: All windows, doors, concrete, brick, and any other surfaces that are not being painted will be protected with masking materials or drop cloths.

SET-UP

Thank you for inviting us to bid on the painting of your property. We are looking forward to working with you!

We are going to provide you with a professional high quality paint job that will protect and beautify your building for years to come.

As usual, a highly professional, customer service oriented CertaPro painting experience is expected and guaranteed.

If you, your tenants, or your associates are on site while we prep and paint your building, we will do our best to minimize the hassle and intrusion of having us paint.

BUSHES, DECORATIVE ITEMS & PATIO FURNITURE:

In preparation for painting, the Client is to cut back the bushes, trees and shrubs approximately 10" from the house so that we will have access to the surface to be painted. Client will also need to remove any small or fragile items from walls and patio/deck areas, hanging plants, hooks, etc. Painters can assist in moving patio furniture if requested.

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference.

Upon Completion: All tools, supplies & equipment will be removed from the property. If there is leftover paint, we will leave leftover paint for your future use.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Exterior			
Siding - Hardie Plank - Airless - Hardie Plank	SuperPaint-Latex-Low Luster	GC / 0	TBD1
Caulking (Lin Ft)			
Porch Ceiling	SuperPaint-Latex-Low Luster	GC / 0	TBD1
Posts	SuperPaint-Latex-Low Luster	GC / 0	TBD1
Door(s)	Latitude-Acrylic-Gloss	GC / 0	TBD3
Door Frame(s)	SuperPaint-Latex-Satin	GC / 0	TBD2
Fascia	SuperPaint-Latex-Satin	GC / 0	TBD2
Trim	SuperPaint-Latex-Satin	GC / 0	TBD2
Siding - Prep & Repair			
Posts (Prime / Paint)	SuperPaint-Latex-Low Luster PrimeRX Peel Bonding	GC / 1	TBD1
Deck Step(s)	SuperDeck-Waterborne-Solid Stain	GC / 0	TBD5
Stair Stringers	SuperPaint-Latex-Satin PrimeRX Peel Bonding	GC / 1	
Wash			

ADDENDUM - ALL PICTURES



Exterior



Exterior



Exterior



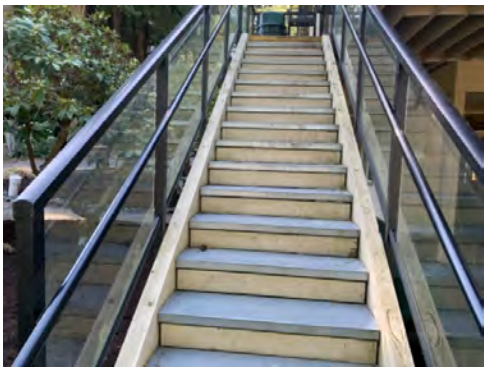
Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior

NOTES

OUR CERTAINTY SERVICES SYSTEM: To ensure that the project meets your expectations, we will:

- Contact you at the beginning of the project to ensure all information is up to date and accurate.
- Communicate with you regularly to inform you of what has been completed, what we will work on next, and any possible issues.
- And finally, have you do a final inspection with us to make sure that you are completely satisfied with the completed project.

CHANGE ORDERS: Any changes to the scope of work detailed above, or to the color or gloss level of the paint to be used, requires customer sign-off on a change order form and will result in additional charges to cover time and materials.

SCHEDULING: To schedule your project, please email, call, or text your sales consultant, whose contact information is listed on the first page of this proposal. You may also contact our office at (425) 361-1995. If you have any special considerations or deadlines that you need us to assist you with, please let us know and we will make the necessary special accommodations. To be fair to all our customers, all projects are scheduled in the order in which they are booked. Booked status is defined as receipt of a signed contract and a deposit.

LEAD PAINT: State and Federal Regulations require properties built before 1978 to be considered a potential lead paint hazard unless an XRF test confirms lead is not present. After you hire us, your property will need to be tested to confirm there is no lead. If lead is not present, the pricing we've provided will not change, and you will be credited for the cost of the test on your final invoice. If lead *is* found to be present on any surfaces to be painted, we will inform you of the price impact and/or our ability to paint for you after we review the test results. For certified lead testing, we use PNWIG Inspection Services in Bellevue (phone: 425-608-9553 Website: pnwig.com). After you hire us, you will need to contact them for a test. **Be sure to inform them that you are working with CertaPro Painters of Bothell-Lynnwood-Everett to receive our discounted rate.**

COLOR SELECTION: Please complete color selection five days prior to the start of production so that we may uphold our commitment of scheduling. As part of our service we are happy to assist you in making color selections by supplying manufacturer's color charts. The samples on the chart are ink representations and only approximate the actual paint color that will be applied. If you choose to have an old paint can matched because it was the color used last time, or use a surface paint chip, there may be a difference in look due to sheen differences or fading.

Samplize is a great resource when finalizing colors. They manufacture large (9x15) peel-and-stick color swatches that can be conveniently shipped to your front door. Because they are made from actual paint, samplize swatches give the most accurate depiction of what your surface will look like after it has been painted, and they are much more eco-friendly than cans of sample paint. Browse their selections here:

<https://shop.samplize.com/collections/sherwin-williams>

DEEP BASE COLORS: On rare occasions, certain deep base colors (such as dark reds) may require more than two coats for proper coverage or depth of tone. If after two coats, you are not satisfied with the look, we will fill out a change order and proceed to apply additional coats at \$62 per man hour and materials (if needed) to achieve your desired outcome.

EQUIVALENT PRODUCTS: Due to global supply-chain issues in the wake of the COVID-19 pandemic, it may sometimes be necessary for us to substitute a different product than was originally listed in this contract. Please be advised that in the event of a substitution, you may not be notified ahead of time, but we will only use a product of comparable or *better* quality. Your cost will not change, and if the equivalent product has a higher wholesale price, that will be paid/absorbed by CertaPro.

ADDITIONAL NOTES

PAYMENT METHODS: We accept checks and ACH payment. If paying with check, please be sure the check is made out to "CertaPro Painters." If you have questions about payment, please contact our Operations Manager Amanda at 425-492-0704. When your project is complete, you will receive a secure link via email to complete payment.

Credit Card Fees: We are pleased to offer you the option to pay for your project using Visa, Mastercard, American Express, or Discover. Please note the merchant charges a 3.5% processing fee if you choose to pay with this method.

DECKS & STEPS: Horizontal surfaces take a beating from foot traffic, rain, ice, and snow and will show wear before anything else. Many people choose to maintain them biannually or annually.

*****THIS WARRANTY DOES NOT INCLUDE DECKS OR OTHER HORIZONTAL SURFACES OR EXTERIOR VARNISHES *****

We require a 25% deposit at bid acceptance, and the remaining 75% when job is signed off.

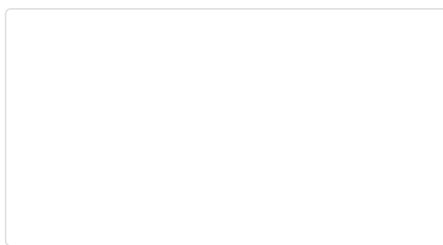
SIGNATURES



04/20/2024

CertaPro Painters Authorized Signature

Date



Authorized Client Signature

Date

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

By checking this box, I consent to CertaPro Painters®, its employees, franchisees, representatives, agents, and affiliates (collectively "CertaPro"), taking photographs and video of the property identified in this Proposal (the "Content"). I irrevocably authorize CertaPro to use, copyright, and publish the Content in any media format and agree to release CertaPro from any liability associated with its use of the Content. I represent and warrant that I have the legal capacity to agree to such release, either on my own behalf or on behalf of the property's owner. I acknowledge CertaPro is not responsible for any unauthorized third-party uses of the Content and waive any rights that I, or the property's owner, may have in connection with the Content.

Customer Initials

Date

PAYMENT DETAILS

Payment is due: In full upon job completion

OPTIONAL WORK

The following items are **NOT INCLUDED** in your project but may be added for the additional cost listed below.

Item	Description	Price
Deck Surface Coating (Rear Decking Surfaces)	Deck, Wash	\$3,590.72
		WSST 8.8% \$315.98
		Total \$3,906.70

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE, IF YOU CANCEL ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **CertaPro Bothell-Lynnwood-Everett**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.

- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear.
 - abnormal use or misuse.
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects.
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
 - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.



JOB SITE

Sudden Valley Adult Center / Library
 4 Clubhouse Cir
 Bellingham , Wa 98229
 Jeff Monson PNW Serv. (360) 280-9778
 mike.brock@suddenvalley.com

PREPARED BY

Tanner Jones
 Commercial Sales Associate
 425-287-7856
 tannerjones@certapro.com



CLIENT

Sudden Valley Community Association
 4 Clubhouse Cir
 Bellingham , Wa 98229
 Jeff Monson PNW Serv. (360) 280-9778
 mike.brock@suddenvalley.com

CLIENT CONTACTS

PRICING:

Exterior	\$7,309.07
Subtotal:	\$7,309.07
Paint Recycling Fee	\$17.54
Fuel Surcharge	\$21.20
Sales Tax (8.8%)	\$643.20
Total:	\$7,991.01
Balance	\$7,991.01

GENERAL SCOPE OF WORK

Pressure Washing, Preparation, and Painting Sudden Valley Adult Center / Library - Building to be painted to match current color scheme.
 Pressure wash to be completed in conjunction with Golf club pressure wash.
 Pressure was to be completed on Monday during closure.
 Painting of main entry ways to be completed on monday during closures.
 Prep / Prime / Paint all failed areas.
 Porch ceilings and soffits to match main body color.
 Posts to match main body color.
 Cornerboards to match main body color.
 Cover / mask / protect gutters.
 Downspouts to blend where they fall on body / trim color.
 All doors to match main body color. (SW Lattitude Semi-gloss)
 All door frames to match body color.
 Pricing to paint gutters to be seen below under optional items. (Additional \$1,298.85)

Black iron gates and hand rails excluded. (cover / mask / protect)
 CertaPro to provide job flow to property management company.
 Main entry areas to be painted during closures or off hours.

Sales tax included.

SURFACE PREPARATION

POWER WASHING: All areas to be painted will be power washed to remove dirt and debris. This will not always result in uniform cleanliness, but will make the substrate ready for painting. We will not aggressively power wash as this can result in damage to the substrate. Dirt can get splashed back up onto the house during the pressure washing phase, and this loose dirt will be brushed off before painting. Some mildew discoloration may be visible after the wash -- this is normal. Paint will cover any remaining stain -- the paints that we use have a mildew inhibitor built into them to slow the return of mildew.
CARPENTRY/MINOR REPAIRS: During our initial walk-through, we did not notice any areas that appear to need carpentry work. During the painting process, if we find areas that need repair, we will inform the customer and give an approximate cost to repair. Any carpentry or repairs will be done on a time-and-material basis at \$85 per man-hour plus cost of materials. Cost must be approved by the customer before repairs will be done.
SCRAPING AND PRIMING: Peeling areas will be scraped back to a firm edge. All bare wood will be primed using Peel-Bond primer or another primer appropriate for the substrate.

CAULKING: Any previously caulked gaps that have split or cracked will be re-caulked. The customer may request additional caulking in advance, which will be done on a time-and-material basis at the rate of \$85 per man hour plus caulk.

MASKING: All windows, doors, concrete, brick, and any other surfaces that are not being painted will be protected with masking materials or drop cloths.

SET-UP

Thank you for inviting us to bid on the painting of your property. We are looking forward to working with you!

We are going to provide you with a professional high quality paint job that will protect and beautify your building for years to come.

As usual, a highly professional, customer service oriented CertaPro painting experience is expected and guaranteed.

If you, your tenants, or your associates are on site while we prep and paint your building, we will do our best to minimize the hassle and intrusion of having us paint.

BUSHES, DECORATIVE ITEMS & PATIO FURNITURE:

In preparation for painting, the Client is to cut back the bushes, trees and shrubs approximately 10" from the house so that we will have access to the surface to be painted. Client will also need to remove any small or fragile items from walls and patio/deck areas, hanging plants, hooks, etc. Painters can assist in moving patio furniture if requested.

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference.

Upon Completion: All tools, supplies & equipment will be removed from the property. If there is leftover paint, we will leave leftover paint for your future use.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Exterior			
Siding - Smooth Cedar - Airless - Smooth Cedar	SuperPaint-Latex-Low Luster	GC / 0	TBD1
Posts	SuperPaint-Latex-Low Luster	GC / 0	TBD1
Porch Ceiling	SuperPaint-Latex-Low Luster	GC / 0	TBD1
Cornerboards - Body Color	SuperPaint-Latex-Low Luster PrimeRX Peel Bonding	GC / 1	TBD1
Wash			
Door(s)	Latitude-Acrylic-Gloss	GC / 0	TBD3
Door Frame(s)	SuperPaint-Latex-Satin	GC / 0	TBD2
Siding - Rough Cedar - Airless - Rough Cedar	SuperPaint-Latex-Low Luster PrimeRX Peel Bonding	GC / 1	TBD1
Siding - Prep & Repair			
Caulking (Lin Ft)			

ADDENDUM - ALL PICTURES



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior



Exterior

NOTES

OUR CERTAINTY SERVICES SYSTEM: To ensure that the project meets your expectations, we will:

- Contact you at the beginning of the project to ensure all information is up to date and accurate.
- Communicate with you regularly to inform you of what has been completed, what we will work on next, and any possible issues.
- And finally, have you do a final inspection with us to make sure that you are completely satisfied with the completed project.

CHANGE ORDERS: Any changes to the scope of work detailed above, or to the color or gloss level of the paint to be used, requires customer sign-off on a change order form and will result in additional charges to cover time and materials.

SCHEDULING: To schedule your project, please email, call, or text your sales consultant, whose contact information is listed on the first page of this proposal. You may also contact our office at (425) 361-1995. If you have any special considerations or deadlines that you need us to assist you with, please let us know and we will make the necessary special accommodations. To be fair to all our customers, all projects are scheduled in the order in which they are booked. Booked status is defined as receipt of a signed contract and a deposit.

COLOR SELECTION: Please complete color selection five days prior to the start of production so that we may uphold our commitment of scheduling. As part of our service we are happy to assist you in making color selections by supplying manufacturer's color charts. The samples on the chart are ink representations and only approximate the actual paint color that will be applied. If you choose to have an old paint can matched because it was the color used last time, or use a surface paint chip, there may be a difference in look due to sheen differences or fading.

Samplize is a great resource when finalizing colors. They manufacture large (9x15) peel-and-stick color swatches that can be conveniently shipped to your front door. Because they are made from actual paint, samplize swatches give the most accurate depiction of what your surface will look like after it has been painted, and they are much more eco-friendly than cans of sample paint. Browse their selections here:

<https://shop.samplize.com/collections/sherwin-williams>

DEEP BASE COLORS: On rare occasions, certain deep base colors (such as dark reds) may require more than two coats for proper coverage or depth of tone. If after two coats, you are not satisfied with the look, we will fill out a change order and proceed to apply additional coats at \$62 per man hour and materials (if needed) to achieve your desired outcome.

EQUIVALENT PRODUCTS: Due to global supply-chain issues in the wake of the COVID-19 pandemic, it may sometimes be necessary for us to substitute a different product than was originally listed in this contract. Please be advised that in the event of a substitution, you may not be notified ahead of time, but we will only use a product of comparable or *better* quality. Your cost will not change, and if the equivalent product has a higher wholesale price, that will be paid/absorbed by CertaPro.

ADDITIONAL NOTES

PAYMENT METHODS: We accept checks and ACH payment. If paying with check, please be sure the check is made out to "CertaPro Painters." If you have questions about payment, please contact our Operations Manager Amanda at 425-492-0704. When your project is complete, you will receive a secure link via email to complete payment.

Credit Card Fees: We are pleased to offer you the option to pay for your project using Visa, Mastercard, American Express, or Discover. Please note the merchant charges a 3.5% processing fee if you choose to pay with this method.

DECKS & STEPS: Horizontal surfaces take a beating from foot traffic, rain, ice, and snow and will show wear before anything else. Many people choose to maintain them biannually or annually.

SEMI-TRANSPARENT STAINS: These stains do not result in uniform coloring of stained surfaces; some areas will be lighter and others, darker.

CARPENTRY: Any carpentry work to be done by anyone other than CertaPro must be 100% complete before CertaPro will begin the painting work.

We require a 25% deposit at bid acceptance, and the remaining 75% when job is signed off.

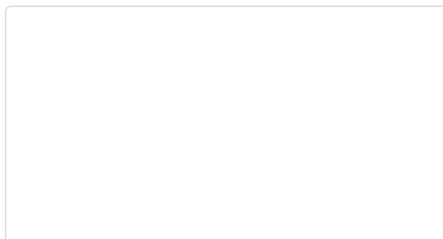
SIGNATURES



04/20/2024

CertaPro Painters Authorized Signature

Date



Authorized Client Signature

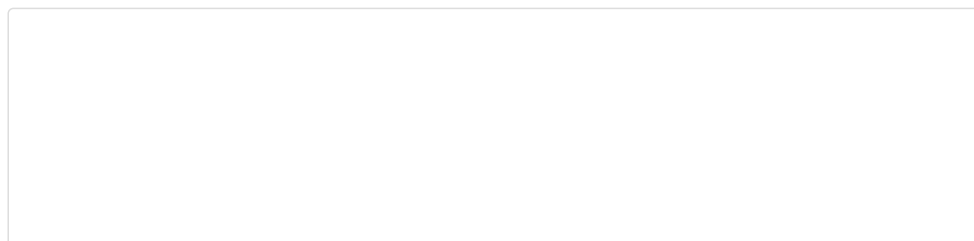
Date

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

By checking this box, I consent to CertaPro Painters®, its employees, franchisees, representatives, agents, and affiliates (collectively "CertaPro"), taking photographs and video of the property identified in this Proposal (the "Content"). I irrevocably authorize CertaPro to use, copyright, and publish the Content in any media format and agree to release CertaPro from any liability associated with its use of the Content. I represent and warrant that I have the legal capacity to agree to such release, either on my own behalf or on behalf of the property's owner. I acknowledge CertaPro is not responsible for any unauthorized third-party uses of the Content and waive any rights that I, or the property's owner, may have in connection with the Content.



PAYMENT DETAILS

Payment is due: In full upon job completion

OPTIONAL WORK

The following items are **NOT INCLUDED** in your project but may be added for the additional cost listed below.

Item	Description	Price
Gutters (Full Exterior)	Gutters	\$1,398.85

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE. AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE. OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **CertaPro Bothell-Lynnwood-Everett**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar

- ordinary wear and tear.
- abnormal use or misuse.
- peeling of layers of paint existing prior to the work performed by the Contractor.
- structural defects.
- settling or movement.
- moisture content of the substrate.
- abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
- damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.

Nacho's Painting LLC
8854 Garden Of Eden Rd
Sedro Woolley, WA 98284 US
(360) 627-0510
nachio_alba@hotmail.com



ADDRESS

Sudden Valley Community
Association
Jeff Monsen (360) 280-9778
4 Clubhouse Circle
Bellingham, WA 98229
Club House

ESTIMATE # 1525
DATE 04/16/2024

Exterior Pressure Wash	1,250.00T
Pressure washing exterior building, to remove all unwanted debris prior to painting application.	
Exterior Painting	17,850.00T
We hereby propose prep, re-caulk and apply two coats of paint exterior body, soffits, windows trim, doors trim, fascia board, gables by roof, door trim, doors (8), Sherwin Williams Super Paint, matching the existing body and trim color. Protect floors, plants and roof as well. All paint and materials are included.	
Exterior Painting	3,850.00T
Prep, prime peeling areas and apply two coats of Sherwin Williams Super Paint, matching the existing color on back decks (2), stairs, post supports and trim. (just painted areas, floors are not included)	

ACCEPTANCE OF PROPOSAL- The above specified price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above. This is a Notice of Lien law Posting. If payment in full is not made within 60 days of the date of completion of the work, customer agrees to pay reasonable attorney's fees and costs of preparing and filing a Notice of Claim of Lien, customer agrees to pay attorney's fees and costs incurred in any legal action commenced to collect said payment. 35% Down Payment Prior To Schedule.

SUBTOTAL	22,950.00
TAX	1,973.70
TOTAL	\$24,923.70

Accepted By

Accepted Date

Nacho's Painting LLC
8854 Garden Of Eden Rd
Sedro Woolley, WA 98284 US
(360) 627-0510
nachio_alba@hotmail.com



ADDRESS

Sudden Valley Community
Association
Jeff Monsen (360) 280-9778
4 Clubhouse Circle
Bellingham, WA 98229
Adult Center

ESTIMATE # 1524
DATE 04/16/2024

Exterior Pressure Wash	550.00T
Pressure washing exterior building, to remove all unwanted debris prior to painting application.	
Exterior Caulking and Prime	950.00T
Scrape, spot prime and re-caulk areas needs on the building.	
Exterior Painting	8,850.00T
We hereby propose apply two coats of paint exterior body, fascia board, gables by roof, door trim, doors (8), gutters and down spouts Sherwin Williams Super Paint, matching the body color (blue). Protect floors, plants and roof as well. All paint and materials are included.	

ACCEPTANCE OF PROPOSAL- The above specified price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above. This is a Notice of Lien law Posting. If payment in full is not made within 60 days of the date of completion of the work, customer agrees to pay reasonable attorney's fees and costs of preparing and filing a Notice of Claim of Lien, customer agrees to pay attorney's fees and costs incurred in any legal action commenced to collect said payment. 35% Down Payment Prior To Schedule.

SUBTOTAL	10,350.00
TAX	890.10
TOTAL	\$11,240.10

Accepted By

Accepted Date

Perennial Painting LLC

Date
4.29.2024

ESTIMATE

Sudden Valley-Clubhouse
Mike Brock
mike.brock@suddenvalley.com
360.778.2223

PROJECT LOCATION

Sudden Valley Clubhouse-Exterior
4 Clubhouse Circle
Bellingham, WA 98229



360-393-7009 | PerennialPainting360@gmail.com

5341 Myers Dr. | Ferndale, WA 98248

www.Perennial-Painting.com

PROJECT DESCRIPTION

- Sudden Valley Clubhouse-Exterior Painting

PROJECT SCOPE

- Siding
- Soffits
- Trim
- Deck/Balcony previously painted support structure
- Doors

SURFACE PREP

- Pressure wash all structures
- Scrapping
- Caulking as needed
- Mask off surrounding substrates, fixtures, and surrounds areas that will not receive paint

APPLICATION

- Walls will receive two coats of finish paint via spray and back roll
- Soffits will receive two coats of finish paint via spray and back roll
- Trim will receive two coats of finish paint via brush or roll
- Deck/Balcony previously painted support structure will receive two coats of finish paint via spray and back roll
- Doors will receive two coats of finish paint via spray or roll

COLOR SCHEME

- Match existing color scheme



SHEEN

- Satin finish for all the exterior walls, soffits, trim, deck/Balcony previously painted support structure & doors

MATERIALS

- All materials are included in bid price
- Suggested products:
 - Sherwin Williams Superpaint or A-100
 - Zinsser Cover Stain Primer
 - Big Stretch



CONTAINMENT & CLEAN-UP

- Collect & dispose of waste and debris
- Surfaces and work areas will be clean and in their original condition.

SCHEDULE

- Before 9/13/24





ADDITIONAL COMMENTS

- Perennial Painting, LLC will supply all sundries
- Perennial Painting, LLC will supply all paint for the entire project

BID AMOUNT	\$29,700.00
WSST 8.8%	\$2,613.60
	= \$ 32,313.60

SuperPaint®
Exterior Latex Satin

A89-100/1000 Series



**SHERWIN
WILLIAMS®**

<u>CHARACTERISTICS</u>	<u>COMPLIANCE</u>	<u>SPECIFICATIONS</u>																																																												
<p>SuperPaint Exterior, with resistance to early dirt pick up, provides outstanding performance on properly prepared aluminum and vinyl siding, wood, hardboard, masonry, cement, brick, block, stucco, and metal down to a surface and air temperature of 35°F.</p> <p>VinylSafe™ paint colors allow you the freedom to choose from 100 color options, including a limited selection of darker colors formulated to resist warping or buckling when applied to a sound, stable vinyl substrate.</p> <p>Color: Most colors To optimize hide and color development, always use the recommended P-Shade primer</p> <p>Coverage: 350 - 400 sq ft/gal @ 4 mils wet; 1.5 mils dry</p> <p>Drying Time, @ 50% RH: <table border="0"> <tr> <td></td> <td>@ 35-45°F</td> <td>@ 45°F +</td> </tr> <tr> <td>Touch:</td> <td>2 hour</td> <td>2 hours</td> </tr> <tr> <td>Recoat:</td> <td>24-48 hours</td> <td>4 hours</td> </tr> </table> Drying and recoat times are temperature, humidity, and film thickness dependent</p> <p>Finish: 10-20 units @ 60°</p> <p>Tinting with CCE:</p> <table border="0"> <tr> <td>Base</td> <td>oz/gal</td> <td>Strength</td> </tr> <tr> <td>Extra White</td> <td>0-6</td> <td>SherColor</td> </tr> <tr> <td>Deep Base</td> <td>4-12</td> <td>SherColor</td> </tr> <tr> <td>Ultradeep Base</td> <td>10-12</td> <td>SherColor</td> </tr> <tr> <td>Light Yellow</td> <td>2-12</td> <td>SherColor</td> </tr> </table> <p>Extra White A89W01151 (may vary by base)</p> <p>VOC (less exempt solvents): <50 g/L; <0.42 lb/gal</p> <p>As per 40 CFR 59.406</p> <table border="0"> <tr> <td>Volume Solids:</td> <td>38 ± 2%</td> </tr> <tr> <td>Weight Solids:</td> <td>49 ± 2%</td> </tr> <tr> <td>Weight per Gallon:</td> <td>10.19 lb</td> </tr> <tr> <td>Flash Point:</td> <td>N/A</td> </tr> <tr> <td>Vehicle Type:</td> <td>100% Acrylic</td> </tr> <tr> <td>Shelf Life:</td> <td>36 months unopened</td> </tr> <tr> <td>WVP Perms (US)</td> <td>26.14</td> </tr> </table> <p>grains/(hr ft² in Hg)</p> <p>Mildew Resistant This coating contains agents which inhibit the growth of mildew on the surface of this coating film.</p>		@ 35-45°F	@ 45°F +	Touch:	2 hour	2 hours	Recoat:	24-48 hours	4 hours	Base	oz/gal	Strength	Extra White	0-6	SherColor	Deep Base	4-12	SherColor	Ultradeep Base	10-12	SherColor	Light Yellow	2-12	SherColor	Volume Solids:	38 ± 2%	Weight Solids:	49 ± 2%	Weight per Gallon:	10.19 lb	Flash Point:	N/A	Vehicle Type:	100% Acrylic	Shelf Life:	36 months unopened	WVP Perms (US)	26.14	<p>COMPLIANCE As of 05/29/2019, Complies with:</p> <table border="0"> <tr> <td>OTC</td> <td>Yes</td> </tr> <tr> <td>OTC Phase II</td> <td>Yes</td> </tr> <tr> <td>SCAQMD</td> <td>Yes</td> </tr> <tr> <td>CARB</td> <td>Yes</td> </tr> <tr> <td>CARB SCM 2007</td> <td>Yes</td> </tr> <tr> <td>Canada</td> <td>Yes</td> </tr> <tr> <td>LEED® v4&v4.1 Emissions</td> <td>N/A</td> </tr> <tr> <td>LEED® v4&v4.1 VOC</td> <td>Yes</td> </tr> <tr> <td>EPD-Certified</td> <td>N/A</td> </tr> <tr> <td>MIR-Certified</td> <td>N/A</td> </tr> <tr> <td>MPI</td> <td>Yes</td> </tr> </table> <p>APPLICATION</p> <p>When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.</p> <p>Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.</p> <p>No reduction necessary.</p> <p>Brush Use a nylon/polyester brush.</p> <p>Roller Use a 3/8" - 3/4" nap synthetic cover.</p> <p>Spray—Airless Pressure.....2000 psi Tip......015"-.019"</p>	OTC	Yes	OTC Phase II	Yes	SCAQMD	Yes	CARB	Yes	CARB SCM 2007	Yes	Canada	Yes	LEED® v4&v4.1 Emissions	N/A	LEED® v4&v4.1 VOC	Yes	EPD-Certified	N/A	MIR-Certified	N/A	MPI	Yes	<p>SPECIFICATIONS</p> <p>SuperPaint Exterior can be self-priming when used directly over existing coatings, or bare drywall, plaster and masonry (with a cured pH of less than 9). The first coat acts like a coat of primer and the second coat provides the final appearance and performance. Please note that some specific surfaces require specialized treatment.</p> <p>Aluminum & Aluminum Siding¹, Galvanized Steel¹, Vinyl Siding 2 cts. SuperPaint Exterior Latex</p> <p>Concrete Block, CMU, Split face Block 1 ct. Loxon Acrylic Block Surfacers 2 cts. SuperPaint Exterior Latex</p> <p>Brick 1 ct. Loxon Conditioner² 2 cts. SuperPaint Exterior Latex</p> <p>Cement Composition Siding/Panels 1 ct. Loxon Concrete & Masonry Primer² or Loxon Conditioner² 2 cts. SuperPaint Exterior Latex</p> <p>Stucco, Cement, Concrete 1 ct. Loxon Concrete & Masonry Primer² 2 cts. SuperPaint Exterior Latex</p> <p>Plywood 1 ct. Exterior Latex Wood Primer 2 cts. SuperPaint Exterior Latex</p> <p>Wood (Cedar, Redwood)³ 1 ct. Exterior Oil-Based Wood Primer² 2 cts. SuperPaint Exterior Latex</p> <p>¹ On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher. ² Not for use at temperatures under 50°F. See specific primer label for that product's application conditions. ³ Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. For best results on these woods, use a coat of Exterior Oil-Based Wood Primer.</p> <p>Other primers may be appropriate. Standard latex primers cannot be used below 50°F. See specific primer label for that product's application conditions.</p> <p>When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.</p>
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SuperPaint®
Exterior Latex Satin

<u>SURFACE PREPARATION</u>	<u>SURFACE PREPARATION</u>	<u>CAUTIONS</u>
<p>WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.</p> <p>Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.</p> <p>Aluminum and Galvanized Steel Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method.</p> <p>Caulking Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.</p> <p>Cement Composition Siding/Panels Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 9, prime with Loxon Concrete & Masonry Primer.</p> <p>Mildew Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised. Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.</p>	<p>Masonry, Concrete, Cement, Block All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete & Masonry Primer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant.</p> <p>Steel Rust and mill scale must be removed using sandpaper, wire brush, or other abrading method. Bare steel must be primed the same day as cleaned.</p> <p>Stucco Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 7 days and prime with Loxon Concrete & Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.</p> <p>*Vinyl or other PVC Building Products Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, prime with appropriate white primer. Do not paint vinyl with any color darker than the original color or having a Light Reflective Value (LRV) of less than 56 unless VinylSafe® Colors are used. If VinylSafe colors are not used the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.</p> <p>Wood, Plywood, Composition Board Clean the surface thoroughly then sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All new and patched areas must be primed. Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, it may show some staining. If staining persists, spot prime severe areas with 1 coat of Exterior Oil-Based Wood Primer prior to using.</p>	<p>CAUTIONS</p> <p>For exterior use only. Protect from freezing. Non-photochemically reactive. Not for use on floors.</p> <p>Before using, carefully read CAUTIONS on label.</p> <p>ZINC Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. FIRST AID: In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.</p> <p>HOTW 05/28/2019 A89W01151 42 39 FRC,SP, KOR, Viet</p> <p><u>CLEANUP INFORMATION</u></p> <p>Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with a compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.</p>
<p>The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.</p>		

A-100®

Exterior Latex Satin

A82-Series


**SHERWIN
WILLIAMS®**

CHARACTERISTICS

A-100 Exterior Latex is a quality exterior finish. This product is recommended for use on aluminum, vinyl, and wood siding, clapboard, shakes, shingles, plywood, masonry, and metal down to a surface and air temperature of 35°F.

Color: Most Colors

Coverage: 350-400 sq. ft. per gallon
@ 4 mils wet; 1.4 mils dry

Drying Time, @ 50% RH:

	@ 35-45°F	@ 45°F +
Touch:	2 hours	2 hours
Recoat:	24-48 hours	4 hours

Drying and recoat times are temperature, humidity, and film thickness dependent

Finish: 10-20 units @ 60°

Tinting with CCE only:

Base:	oz. per gallon	Strength:
Extra White	0-6	SherColor
Deep Base	4-12	SherColor
Ultradeep Base	10-12	SherColor

Extra White A82W00151

(may vary by color)

VOC (less exempt solvents):

less than 50 grams per litre; 0.42 lbs. per gallon

As per 40 CFR 59.406

Volume Solids: 36 ± 2%

Weight Solids: 46 ± 2%

Weight per Gallon: 9.88 lbs

Flash Point: N/A

Vehicle Type: 100% Acrylic

Shelf Life: 36 months unopened

WVP Perms (US) 24.58 grains/(hr ft² in Hg)

Mildew Resistant

This coating contains agents which inhibit the growth of mildew on the surface of this coating fil .

COMPLIANCE

As of 08/20/2020, Complies with:

OTC	Yes
OTC Phase II	Yes
SCAQMD	Yes
CARB	Yes
CARB SCM 2007	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	N/A
LEED® v4 & v4.1 VOC	Yes
EPD-NSF® Certifie	N/A
MIR-Manufacturer Inventory	N/A
MP1®	Yes

APPLICATION

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.

Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.

No reduction necessary.

Brush: Use a nylon-polyester brush.

Roller: Use a high quality 3/8-3/4 inch nap synthetic roller cover.

For specific brushes and rollers, please refer to our Brush and Roller Guide on Sherwin-Williams .com

Spray—Airless
Pressure 2000 p.s.i.
Tip .015-.019 inch

APPLICATION TIPS

Make sure product is completely agitated (mechanically or manually) before use.

SPECIFICATIONS

Standard latex primers cannot be used below 50°F. See specific primer label for that product's application conditions.

Aluminum & Aluminum Siding¹, Galvanized Steel¹

2 coats A-100 Exterior Latex

Concrete Block, CMU, Split face Block

1 coat Loxon Acrylic Block Surfacers

2 coats A-100 Exterior Latex

Brick, Stucco, Cement, Concrete

1 coat Loxon Concrete and Masonry Primer³ or

Loxon Conditioner²

2 coats A-100 Exterior Latex

Cement Composition Siding/Panels

1 coat Loxon Concrete and Masonry Primer³ or

Loxon Conditioner²

2 coats A-100 Exterior Latex

Plywood

1 coat Exterior Latex Primer

2 coats A-100 Exterior Latex

***Vinyl Siding**

2 coats A-100 Exterior Latex

Wood, (Cedar, Redwood)⁴

1 coat Exterior Oil-Based Wood Primer²

2 coats A-100 Exterior Latex

¹ On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.

² Not for use at temperatures under 50°F. See specific primer label for that product's application conditions.

³ Not for use at temperatures under 40°F. See specific primer label for that product's application conditions.

⁴ Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. For best results on these woods, use a coat of Exterior Oil-Based Wood Primer.

Other primers may be appropriate.

When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.

A-100®

Exterior Latex Satin

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Aluminum and Galvanized Steel:

Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method.

Cement Composition Siding-Panels:

Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 9, prime with Loxon Concrete & Masonry Primer.

Caulking:

Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.

Concrete, Masonry, Cement, Block:

All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces should be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete & Masonry Primer/Sealer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant. **Concrete masonry units (CMU)** - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Loxon Acrylic Block Surfer. The filler must be thoroughly dry before topcoating.

Stucco:

Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 7 days and prime with Loxon Concrete & Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.

SURFACE PREPARATION

Mildew:

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

Previously Painted Surfaces:

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Steel:

Rust and mill scale must be removed using sandpaper, wire brush, or other abrading method. Bare steel must be primed the same day as cleaned.

***Vinyl or other PVC Building Products:**

Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, if needed prime with appropriate white primer. Do not paint vinyl with any color darker than the original color. Do not paint vinyl with a color having a Light Reflective Value (LRV) of less than 56. Painting with darker colors lower than an LRV of 56 may cause vinyl to warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.

Wood, Plywood, Composition Board:

Clean the surface thoroughly then sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All new and patched areas must be primed. Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, it may show some staining. If staining persists, spot prime severe areas with 1 coat of Exterior Oil-Based Wood Primer prior to using.

CAUTIONS

For Exterior use only
Protect from freezing
Non-photochemically reactive
Not for use on floors

Before using, carefully read **CAUTIONS on label**

CRYSTALLINE SILICA, ZINC: Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

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CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.



**COVER STAIN®
OIL-BASED PRIMER**

DESCRIPTION AND USES

Zinsser® Cover Stain® Oil-Based Primer is an all purpose oil-based primer designed for interior or exterior applications where an oil-base primer is desired. Cover-Stain provides excellent penetration and flexibility and has excellent adhesion and stain blocking properties. Cover-Stain has excellent adhesion to dense, glossy surfaces such as enamel paints and varnishes, paneling, laminates, and ceramic tile without the need for sanding or de-glossing.

Cover-Stain is recommended for application on interior and exterior surfaces that have been damaged by fire, smoke or water. Interior surfaces include new or previously painted drywall, cured plaster and cement-based coatings, wood (including pine fir, cedar, redwood, and plywood), metal (including aluminum, iron, steel, and cooper), vinyl, PVC, masonry (including stucco, concrete block, poured concrete, and brick). Exterior surfaces include new or previously painted wood (including pine, fir, cedar, redwood, and pressure-treated wood), hardboard, metal (including aluminum, iron, steel, and copper), vinyl and PVC.

MPI #5, #45, #69, #136 Certified

PERFORMANCE CHARACTERISTICS

- Fast drying – Recoat in less than 1 hour
- Sticks to all surfaces and sands easily
- Designed for interior and exterior surfaces
- High hiding formula blocks most stains from fire, smoke and water damage
- Excellent tannin blocker – use to seal bare cedar and redwood
- Easy paint thinner clean-up

PRODUCTS

SKU	Description
3500	5-Gallon
3501	1- Gallon
3503	3-Gallon
3504	1-Quart

PRODUCT APPLICATION

COLOR/TINTING

Cover Stain is white but may be tinted towards off-white and pastel shades by adding no more than 2 oz. (59 ml) universal colorant per gallon. Tinting the primer towards the topcoat improves the hiding power of the topcoat.

PRODUCT APPLICATION (cont.)

SURFACE PREPARATION

Surfaces should be clean, dry, sound and free of dust, dirt, excessive chalky material, grime, grease, oil, wax, mildew, wallpaper, adhesive or any contamination that may interfere with adhesion. If unsure of cleanliness, always wash surface with an appropriate ammoniated cleaning solution or solvent (do not use TSP as a cleaner). Remove any peeling and/or unsound coatings. Sand any remaining paint film edges smooth. Lightly sand exposed exterior wood with 80 to 100 grit sandpaper to remove loose or weathered wood fibers and mill glaze. When priming over stained areas, first attempt to remove as much of the stain as possible by washing, sanding, scraping, etc.

Remove exterior mold & mildew with Zinsser Jomax® Mildew Killer and House Cleaner. Remove interior mildew with an interior mildew cleaner. Allow surface to dry completely before priming. Countersink exposed nail heads, spot prime and fill all nail holes and gouges with Zinsser Ready Patch® spackling compound. Wire brush rusty areas. Spot prime knots and sap streaks with B-I-N® Primer-Sealer before whole surface priming with Cover Stain Oil-Based Primer.

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-Approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

LIMITATIONS

Cover Stain® Oil-Based Primer is not intended for application to floors, decks, roof surfaces or any surface subject to immersion or prolonged contact with water. Do not box or intermix Cover Stain Oil-Based Primer with other oil-base or water-base products.

MIXING

Mix thoroughly to ensure any settled pigment is re-dispersed. DO NOT THIN.

* Refer to the MPI website for the most current listing of MPI certified products.



TECHNICAL DATA

COVER STAIN® OIL-BASED PRIMER

PRODUCT APPLICATION (cont.)

APPLICATION

Apply only when air, material, and surface temperatures are between 40-80°F (4-27°C) and the relative humidity should not be greater than 85%. Shake or mix thoroughly before using. In most cases only one coat is necessary to prime most surfaces. If excessive absorption occurs over very porous substrates a second coat may be necessary. Spot priming is recommended only under high-hiding topcoat paints. For best results, prime entire surface before painting. Apply with a high quality natural or synthetic brush, roller, pad or sprayer. Follow manufacturer's instructions when using spray equipment. For airless spraying, use a 0.015 to 0.017" tip at 1500 to 2000 P.S.I.

PRODUCT APPLICATION (cont.)

DRY TIME

In most cases Cover-Stain will dry to the touch in 30 minutes and can be recoated after 1 hour. The dry primer film develops full adhesion in 7 days. Lower temperatures, higher humidity and the addition of tint will prolong the dry and cure time.

CLEAN-UP

Clean up spills and paint drips with a rag soaked in mineral spirits or paint thinner. If spills or drips have dried, use paint remover. Application tools may be cleaned using paint thinner. Follow manufacturer's directions to clean spray equipment. Dispose of unused or unwanted product in accordance with local laws regulating solvent-based coatings.

**TECHNICAL DATA****COVER STAIN® OIL-BASED PRIMER****PHYSICAL PROPERTIES**

		COVER-STAIN OIL-BASED PRIMER
Resin Type		VT Styrenated Modified Alkyd
Pigment Type		Calcium Carbonate, Magnesium Silicate, Titanium Dioxide
Solvents		Aromatic Hydrocarbons
Weight	Per Gallon	11.1 lbs.
	Per Liter	1.33 kg
Solids	By Weight	68.6%
	By Volume	45.6%
Volatile Organic Compounds		450 g/l (3.77 lbs./gal.)
Recommended Dry Film (DFT) Per Coat		1.0-1.5 mils (25-37.5μ)
Wet Film to Achieve DFT (unthinned material)		2.0-3.0 mils (50-75μ)
Practical Coverage at Recommended DFT (assumes 15% material loss)		400-450 sq.ft./gal. (9.8-11.1 m ² /l) Depends on surface porosity and application method
Dry Times at 70-80°F (21-27°C) and 50% Relative Humidity	Touch	30 minutes
	Recoat	1 hour
	Full Cure	7 days
Shelf Life		5 years
Flash Point		83°F (28°C)
Safety Information		For additional information, see SDS

The technical data and suggestions for use contained herein are correct to the best of our knowledge, and offered in good faith. The statements of this literature do not constitute a warranty, express, or implied, as to the performance of these products. As conditions and use of our materials are beyond our control, we can guarantee these products only to conform to our standards of quality, and our liability, if any, will be limited to replacement of defective materials. All technical information is subject to change without notice.

Big Stretch®

Won't Crack. . . It Just Stretches

DESCRIPTION:

Big Stretch® is a high-performance water-based elastomeric sealant with powerful adhesion and superior elasticity. It spans gaps up to 2" wide and stretches up to 500% of original joint size without cracking. Big Stretch won't crack...it just stretches.

WHERE TO USE:

Interior and exterior applications, including:

- Windows
- Doors
- Siding
- Vents
- Soffits
- Baseboards
- Eaves
- Crown Moulding
- Sound-proofing interior walls

ADHERES TO: (all conform to ASTM C794)

Most building materials including:

Metals

- Aluminum
- Brass
- Steel
- Anodized Windows

Plastics

- ABS
- Lexan®*
- Acrylic Sheet
- Plexiglass
- PVC
- Fiberglass
- Urethane
- Vinyl
- Polycarbonate
- Polystyrene
- Nylon

Other Surfaces

- Asphalt
- Tile
- Cinder Block
- Corian®*
- Wood
- Formica®*
- Glass
- Mortar
- Hot melt Butyl
- Stucco
- Brick
- Concrete
- Stone
- EIFS
- Fiber Cement
- Drywall

COLORS:

- White
- Redwood
- Woodtone
- Dark Brown
- Pine Green
- Limestone
- Almond
- Tan
- Gray
- Clear
- Black
- Ironstone
- Slate Gray

Visit www.sashco.com for a color compatibility chart that matches Big Stretch colors to various vinyl window manufacturers' colors.

PACKAGING:

- 10.5 oz. plastic cartridges
- 29 oz. fiber cartridges (white only)

COVERAGE:

A 10.5 oz. cartridge will yield approx. 26 lineal feet with a 1/4" (6 mm) bead.

PAINTABILITY:

Paintable with exterior latex paints/stains after 4 hours and interior latex paints/stains after 24-48 hours (more for humid conditions). Paintable with most exterior oil-based paints/stains after 1 week. Note: some low-end, flat latex paints may crack, regardless of cure time.

* Corian®, Lexan®, and Formica® are registered trademarks of their respective owners.

FEATURES

- Super elastic, moves instead of tears
- Spans gaps up to 2" wide with no slump
- Powerful adhesion
- High durability
- Water-based
- Low VOC

BENEFITS

- Eliminates costly call backs
- Stays where it's applied
- Won't tear or pull away
- Performs well in most any type of climate
- Easy to tool and clean up
- Meets strictest VOC requirements; environmentally friendly
- Compatible with latex paint and most oil-based paints, sealers and stains
- Simply thaw & apply, no wasted product
- Have confidence that you're using the right product
- More for your money
- No more shiny caulk lines
- Less waste, less mess

• Superb paintability

• Freeze-thaw stable
• Limited Lifetime Warranty

• Full 10.5 oz. in every cartridge
• Won't cause paint gloss
• Exclusive stop flow plunger



WHERE NOT TO USE:

- Areas of water submersion or frequent, prolonged puddling
- Areas with high foot and/or vehicle-traffic (driveways, sidewalks, decks, patios, etc.)
- Roofs exposed to prolonged dampness (use Sashco's Through the Roof!® instead)
- Big Stretch Clear should not be used on copper flashing. Colored Big Stretch, Sashco's Lexel® or Sashco's Through the Roof!® are best for this application.
- Will not adhere to or is incompatible with Kynar®, Polypropylene, Waxes, Polyethylene, and Silicone.

APPLICATION:

- Lower temperatures and higher humidity will slow cure time. Allow 1-3 days curing before exposure to direct rainfall. Use plastic sheeting with good airflow underneath to protect the product if rain is expected sooner.
- Natural shrinkage will give the joint a concave appearance; multiple applications may be needed to fill the joint flat.
- If dirt or oils are present on the substrate, wash with any household cleaner, rinse to remove and allow to thoroughly dry.
- Remove any old caulk, especially silicone and all silicone residue. Use a silicone remover.
- Insert backer rod into joints deeper than 1/2" to provide for proper sealant depth and a stronger, longer lasting seal.
- Choose bead size and cut the nozzle. Puncture the inner seal.
- Gun Big Stretch into the joint.
- Tool for a smoother bead using a damp foam or paint brush with a light, skimming touch, or use a beading tool.

STORAGE AND CLEAN-UP:

- Clean up tools and hands with warm water and soap.
- Leftover Big Stretch can be stored if the nozzle is tightly wrapped with plastic wrap and a rubber band.



10300 E. 107th Pl., Brighton, CO 80601
800-767-5656 • www.sashco.com
Made in the USA

Follow Sashcoinc on:



TYPICAL PROPERTIES:

PROPERTY	VALUE
Joint Size	Maximum 2"
Application Range	40°F to 120°F (4°C to 49°C) surface temperature
Service Range	-30°F to 250°F (-34°C to 121°C)
Tensile Properties	Recovery at 50% stretch: 100% in 3 minutes Recovery at 100% stretch: 96% in 5 minutes
VOC	59.8 g/L, < 1.5% by weight

TEST DATA:

PROPERTY	RESULTS	TEST METHOD
Durability	25% total joint movement (10 cycles @ -15°F (-26°C))	ASTM C719
Hardness, Shore A	32 (21-day cure)	ASTM C661
Slump	< 1/8"	ASTM D2202
Solids	83.8% by weight (pigmented) 61.2% by weight (clear)	ASTM C1250
Extrusion Rate	750 g/min (1/8" orifice at 40 psi)	ASTM C603
Freeze-Thaw Stability	Passes 10 cycles 0°F to 70°F (-18°C to 21°C)	ASTM C731
Low Temp. Flexibility	Pass (not artificially weathered)	ASTM C734
Tack-free	Less than 30 minutes	ASTM C679
Cured	4-5 days (dependent on temperature, humidity and bead size)	ASTM C679
Adhesion-in-peel Passing Substrates	See "ADHERES TO" section on front page	ASTM C794

SPECIFICATIONS:

- Meets FHA requirements.
- Meets or exceeds Federal Specification:
 - TT-S-00230 C
 - ASTM C834
 - ASTM C920, Type S, NS, Class 25, Use NT, M, A. Exceeds 10% weight loss.

The data reported here are believed to be reliable.

No warranty is made concerning the accuracy of or the results obtained from their use.

* Kynar® is a registered trademark of its respective owner.

CAUTION: Avoid contact with eyes and skin. Do not swallow. In case of eye or skin contact, flush thoroughly with water. If irritation persists contact a physician. If swallowed administer two glasses of water and contact a physician immediately.
KEEP OUT OF REACH OF CHILDREN.

⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

LIMITED LIFETIME WARRANTY: Sashco warrants this product will substantially meet published specifications on the date of sale. If it fails to do so, return unused portion with original sales receipt for replacement or refund, at Sashco's sole option. These are purchaser's sole and exclusive remedies for any breach of warranty. Purchaser must determine suitability of product for purchaser's specific needs and assumes all risk associated with its use. Sashco will not be liable for direct or indirect damages.

For a detailed description of the warranty & exclusions visit www.sashco.com.

Perennial Painting LLC

Date
4.29.2024

ESTIMATE

Sudden Valley-Adult Center
Mike Brock
mike.brock@suddenvalley.com
360.778.2223

PROJECT LOCATION

Sudden Valley Adult Center-Exterior
4 Clubhouse Circle
Bellingham, WA 98229



PROJECT DESCRIPTION

- Sudden Valley Adult Center-Exterior Painting

PROJECT SCOPE

- Siding
- Soffits
- Trim
- Doors

SURFACE PREP

- Pressure wash all structures
- Scrapping
- Caulking as needed
- Mask off surrounding substrates, fixtures, and surrounds areas that will not receive paint

APPLICATION

- Walls will receive two coats of finish paint via spray and back roll
- Soffits will receive two coats of finish paint via spray and back roll
- Trim will receive two coats of finish paint via brush or roll
- Doors will receive two coats of finish paint via spray or roll

COLOR SCHEME

- Match existing color scheme



SHEEN

- Satin finish for all the exterior walls, soffits, trim, deck/Balcony previously painted support structure & doors

MATERIALS

- All materials are included in bid price
- Suggested products:
 - Sherwin Williams Superpaint or A-100
 - Zinsser Cover Stain Primer
 - Big Stretch



CONTAINMENT & CLEAN-UP

- Collect & dispose of waste and debris
- Surfaces and work areas will be clean and in their original condition.

SCHEDULE

- Before 9/13/24



ADDITIONAL COMMENTS

- Perennial Painting, LLC will supply all sundries
- Perennial Painting, LLC will supply all paint for the entire project

BID AMOUNT	\$6,500.00
WSST 8.8%	\$ 572.00
	= \$ 7,072.00

360-393-7009 | PerennialPainting360@gmail.com

5341 Myers Dr. | Ferndale, WA 98248

www.Perennial-Painting.com

SuperPaint®
Exterior Latex Satin

A89-100/1000 Series



**SHERWIN
WILLIAMS®**

<u>CHARACTERISTICS</u>	<u>COMPLIANCE</u>	<u>SPECIFICATIONS</u>																																																												
<p>SuperPaint Exterior, with resistance to early dirt pick up, provides outstanding performance on properly prepared aluminum and vinyl siding, wood, hardboard, masonry, cement, brick, block, stucco, and metal down to a surface and air temperature of 35°F.</p> <p>VinylSafe™ paint colors allow you the freedom to choose from 100 color options, including a limited selection of darker colors formulated to resist warping or buckling when applied to a sound, stable vinyl substrate.</p> <p>Color: Most colors To optimize hide and color development, always use the recommended P-Shade primer</p> <p>Coverage: 350 - 400 sq ft/gal @ 4 mils wet; 1.5 mils dry</p> <p>Drying Time, @ 50% RH: <table style="margin-left: 20px;"> <tr> <td></td> <td style="text-align: center;">@ 35-45°F</td> <td style="text-align: center;">@ 45°F +</td> </tr> <tr> <td>Touch:</td> <td style="text-align: center;">2 hour</td> <td style="text-align: center;">2 hours</td> </tr> <tr> <td>Recoat:</td> <td style="text-align: center;">24-48 hours</td> <td style="text-align: center;">4 hours</td> </tr> </table> Drying and recoat times are temperature, humidity, and film thickness dependent</p> <p>Finish: 10-20 units @ 60°</p> <p>Tinting with CCE:</p> <table style="margin-left: 20px;"> <thead> <tr> <th>Base</th> <th>oz/gal</th> <th>Strength</th> </tr> </thead> <tbody> <tr> <td>Extra White</td> <td style="text-align: center;">0-6</td> <td>SherColor</td> </tr> <tr> <td>Deep Base</td> <td style="text-align: center;">4-12</td> <td>SherColor</td> </tr> <tr> <td>Ultradeep Base</td> <td style="text-align: center;">10-12</td> <td>SherColor</td> </tr> <tr> <td>Light Yellow</td> <td style="text-align: center;">2-12</td> <td>SherColor</td> </tr> </tbody> </table> <p style="text-align: center;">Extra White A89W01151 (may vary by base)</p> <p>VOC (less exempt solvents): <50 g/L; <0.42 lb/gal</p> <p>As per 40 CFR 59.406</p> <table style="margin-left: 20px;"> <tr> <td>Volume Solids:</td> <td style="text-align: center;">38 ± 2%</td> </tr> <tr> <td>Weight Solids:</td> <td style="text-align: center;">49 ± 2%</td> </tr> <tr> <td>Weight per Gallon:</td> <td style="text-align: center;">10.19 lb</td> </tr> <tr> <td>Flash Point:</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Vehicle Type:</td> <td style="text-align: center;">100% Acrylic</td> </tr> <tr> <td>Shelf Life:</td> <td style="text-align: center;">36 months unopened</td> </tr> <tr> <td>WVP Perms (US)</td> <td style="text-align: center;">26.14</td> </tr> </table> <p style="margin-left: 20px;">grains/(hr ft² in Hg)</p> <p>Mildew Resistant This coating contains agents which inhibit the growth of mildew on the surface of this coating film.</p>		@ 35-45°F	@ 45°F +	Touch:	2 hour	2 hours	Recoat:	24-48 hours	4 hours	Base	oz/gal	Strength	Extra White	0-6	SherColor	Deep Base	4-12	SherColor	Ultradeep Base	10-12	SherColor	Light Yellow	2-12	SherColor	Volume Solids:	38 ± 2%	Weight Solids:	49 ± 2%	Weight per Gallon:	10.19 lb	Flash Point:	N/A	Vehicle Type:	100% Acrylic	Shelf Life:	36 months unopened	WVP Perms (US)	26.14	<p style="text-align: center;"><u>COMPLIANCE</u></p> <p style="text-align: center;">As of 05/29/2019, Complies with:</p> <table style="margin-left: 20px;"> <tr> <td>OTC</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td>OTC Phase II</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td>SCAQMD</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td>CARB</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td>CARB SCM 2007</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td>Canada</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td>LEED® v4&v4.1 Emissions</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>LEED® v4&v4.1 VOC</td> <td style="text-align: center;">Yes</td> </tr> <tr> <td>EPD-Certified</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>MIR-Certified</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>MPI</td> <td style="text-align: center;">Yes</td> </tr> </table> <p style="text-align: center;"><u>APPLICATION</u></p> <p>When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.</p> <p>Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.</p> <p>No reduction necessary.</p> <p>Brush Use a nylon/polyester brush.</p> <p>Roller Use a 3/8" - 3/4" nap synthetic cover.</p> <p>Spray—Airless Pressure.....2000 psi Tip......015"-0.019"</p>	OTC	Yes	OTC Phase II	Yes	SCAQMD	Yes	CARB	Yes	CARB SCM 2007	Yes	Canada	Yes	LEED® v4&v4.1 Emissions	N/A	LEED® v4&v4.1 VOC	Yes	EPD-Certified	N/A	MIR-Certified	N/A	MPI	Yes	<p style="text-align: center;"><u>SPECIFICATIONS</u></p> <p>SuperPaint Exterior can be self-priming when used directly over existing coatings, or bare drywall, plaster and masonry (with a cured pH of less than 9). The first coat acts like a coat of primer and the second coat provides the final appearance and performance. Please note that some specific surfaces require specialized treatment.</p> <p>Aluminum & Aluminum Siding¹, Galvanized Steel¹, Vinyl Siding 2 cts. SuperPaint Exterior Latex</p> <p>Concrete Block, CMU, Split face Block 1 ct. Loxon Acrylic Block Surfacers 2 cts. SuperPaint Exterior Latex</p> <p>Brick 1 ct. Loxon Conditioner² 2 cts. SuperPaint Exterior Latex</p> <p>Cement Composition Siding/Panels 1 ct. Loxon Concrete & Masonry Primer² or Loxon Conditioner² 2 cts. SuperPaint Exterior Latex</p> <p>Stucco, Cement, Concrete 1 ct. Loxon Concrete & Masonry Primer² 2 cts. SuperPaint Exterior Latex</p> <p>Plywood 1 ct. Exterior Latex Wood Primer 2 cts. SuperPaint Exterior Latex</p> <p>Wood (Cedar, Redwood)³ 1 ct. Exterior Oil-Based Wood Primer² 2 cts. SuperPaint Exterior Latex</p> <p>¹ On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher. ² Not for use at temperatures under 50°F. See specific primer label for that product's application conditions. ³ Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. For best results on these woods, use a coat of Exterior Oil-Based Wood Primer.</p> <p>Other primers may be appropriate. Standard latex primers cannot be used below 50°F. See specific primer label for that product's application conditions.</p> <p>When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.</p>
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SuperPaint®
Exterior Latex Satin

<u>SURFACE PREPARATION</u>	<u>SURFACE PREPARATION</u>	<u>CAUTIONS</u>
<p>WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.</p> <p>Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.</p> <p>Aluminum and Galvanized Steel Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method.</p> <p>Caulking Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.</p> <p>Cement Composition Siding/Panels Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 9, prime with Loxon Concrete & Masonry Primer.</p> <p>Mildew Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised. Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.</p>	<p>Masonry, Concrete, Cement, Block All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete & Masonry Primer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant.</p> <p>Steel Rust and mill scale must be removed using sandpaper, wire brush, or other abrading method. Bare steel must be primed the same day as cleaned.</p> <p>Stucco Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 7 days and prime with Loxon Concrete & Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.</p> <p>*Vinyl or other PVC Building Products Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, prime with appropriate white primer. Do not paint vinyl with any color darker than the original color or having a Light Reflective Value (LRV) of less than 56 unless VinylSafe® Colors are used. If VinylSafe colors are not used the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.</p> <p>Wood, Plywood, Composition Board Clean the surface thoroughly then sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All new and patched areas must be primed. Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, it may show some staining. If staining persists, spot prime severe areas with 1 coat of Exterior Oil-Based Wood Primer prior to using.</p>	<p>For exterior use only. Protect from freezing. Non-photochemically reactive. Not for use on floors.</p> <p>Before using, carefully read CAUTIONS on label.</p> <p>ZINC Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. FIRST AID: In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.</p> <p>HOTW 05/28/2019 A89W01151 42 39 FRC,SP, KOR, Viet</p> <p><u>CLEANUP INFORMATION</u></p> <p>Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with a compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.</p>
<p>The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.</p>		

A-100® Exterior Latex Satin

A82-Series


**SHERWIN
WILLIAMS®**

CHARACTERISTICS

A-100 Exterior Latex is a quality exterior finish. This product is recommended for use on aluminum, vinyl, and wood siding, clapboard, shakes, shingles, plywood, masonry, and metal down to a surface and air temperature of 35°F.

Color: Most Colors

Coverage: 350-400 sq. ft. per gallon
@ 4 mils wet; 1.4 mils dry

Drying Time, @ 50% RH:

	@ 35-45°F	@ 45°F +
Touch:	2 hours	2 hours
Recoat:	24-48 hours	4 hours

Drying and recoat times are temperature, humidity, and film thickness dependent

Finish: 10-20 units @ 60°

Tinting with CCE only:

Base:	oz. per gallon	Strength:
Extra White	0-6	SherColor
Deep Base	4-12	SherColor
Ultradeep Base	10-12	SherColor

Extra White A82W00151

(may vary by color)

VOC (less exempt solvents):

less than 50 grams per litre; 0.42 lbs. per gallon

As per 40 CFR 59.406

Volume Solids:	36 ± 2%
Weight Solids:	46 ± 2%
Weight per Gallon:	9.88 lbs
Flash Point:	N/A
Vehicle Type:	100% Acrylic
Shelf Life:	36 months unopened
WVP Perms (US)	24.58 grains/(hr ft ² in Hg)

Mildew Resistant

This coating contains agents which inhibit the growth of mildew on the surface of this coating fil .

COMPLIANCE

As of 08/20/2020, Complies with:

OTC	Yes
OTC Phase II	Yes
SCAQMD	Yes
CARB	Yes
CARB SCM 2007	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	N/A
LEED® v4 & v4.1 VOC	Yes
EPD-NSF® Certifie	N/A
MIR-Manufacturer Inventory	N/A
MP1®	Yes

APPLICATION

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.

Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.

No reduction necessary.

Brush: Use a nylon-polyester brush.

Roller: Use a high quality 3/8-3/4 inch nap synthetic roller cover.

For specific brushes and rollers, please refer to our Brush and Roller Guide on Sherwin-Williams .com

Spray—Airless
Pressure 2000 p.s.i.
Tip .015-.019 inch

APPLICATION TIPS

Make sure product is completely agitated (mechanically or manually) before use.

SPECIFICATIONS

Standard latex primers cannot be used below 50°F. See specific primer label for that product's application conditions.

Aluminum & Aluminum Siding¹, Galvanized Steel¹

2 coats A-100 Exterior Latex

Concrete Block, CMU, Split face Block

1 coat Loxon Acrylic Block Surfacers

2 coats A-100 Exterior Latex

Brick, Stucco, Cement, Concrete

1 coat Loxon Concrete and Masonry Primer³
or

Loxon Conditioner²

2 coats A-100 Exterior Latex

Cement Composition Siding/Panels

1 coat Loxon Concrete and Masonry Primer³
or

Loxon Conditioner²

2 coats A-100 Exterior Latex

Plywood

1 coat Exterior Latex Primer

2 coats A-100 Exterior Latex

*Vinyl Siding

2 coats A-100 Exterior Latex

Wood, (Cedar, Redwood)⁴

1 coat Exterior Oil-Based Wood Primer²

2 coats A-100 Exterior Latex

¹ On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.

² Not for use at temperatures under 50°F. See specific primer label for that product's application conditions.

³ Not for use at temperatures under 40°F. See specific primer label for that product's application conditions.

⁴ Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. For best results on these woods, use a coat of Exterior Oil-Based Wood Primer.

Other primers may be appropriate.

When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.

A-100®

Exterior Latex Satin

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Aluminum and Galvanized Steel:

Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method.

Cement Composition Siding-Panels:

Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 9, prime with Loxon Concrete & Masonry Primer.

Caulking:

Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.

Concrete, Masonry, Cement, Block:

All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces should be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete & Masonry Primer/Sealer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant. **Concrete masonry units (CMU)** - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Loxon Acrylic Block Surfer. The filler must be thoroughly dry before topcoating.

Stucco:

Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 7 days and prime with Loxon Concrete & Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.

SURFACE PREPARATION

Mildew:

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

Previously Painted Surfaces:

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Steel:

Rust and mill scale must be removed using sandpaper, wire brush, or other abrading method. Bare steel must be primed the same day as cleaned.

***Vinyl or other PVC Building Products:**

Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, if needed prime with appropriate white primer. Do not paint vinyl with any color darker than the original color. Do not paint vinyl with a color having a Light Reflective Value (LRV) of less than 56. Painting with darker colors lower than an LRV of 56 may cause vinyl to warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.

Wood, Plywood, Composition Board:

Clean the surface thoroughly then sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All new and patched areas must be primed. Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, it may show some staining. If staining persists, spot prime severe areas with 1 coat of Exterior Oil-Based Wood Primer prior to using.

CAUTIONS

For Exterior use only

Protect from freezing

Non-photochemically reactive

Not for use on floors

Before using, carefully read **CAUTIONS on label**

CRYSTALLINE SILICA, ZINC: Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage.

FIRST AID: In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW 08/20/2020 A82W00151 47 37
FRC, SP

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.



**COVER STAIN®
OIL-BASED PRIMER**

DESCRIPTION AND USES

Zinsser® Cover Stain® Oil-Based Primer is an all purpose oil-based primer designed for interior or exterior applications where an oil-base primer is desired. Cover-Stain provides excellent penetration and flexibility and has excellent adhesion and stain blocking properties. Cover-Stain has excellent adhesion to dense, glossy surfaces such as enamel paints and varnishes, paneling, laminates, and ceramic tile without the need for sanding or de-glossing.

Cover-Stain is recommended for application on interior and exterior surfaces that have been damaged by fire, smoke or water. Interior surfaces include new or previously painted drywall, cured plaster and cement-based coatings, wood (including pine fir, cedar, redwood, and plywood), metal (including aluminum, iron, steel, and cooper), vinyl, PVC, masonry (including stucco, concrete block, poured concrete, and brick). Exterior surfaces include new or previously painted wood (including pine, fir, cedar, redwood, and pressure-treated wood), hardboard, metal (including aluminum, iron, steel, and copper), vinyl and PVC.

MPI #5, #45, #69, #136 Certified

PERFORMANCE CHARACTERISTICS

- Fast drying – Recoat in less than 1 hour
- Sticks to all surfaces and sands easily
- Designed for interior and exterior surfaces
- High hiding formula blocks most stains from fire, smoke and water damage
- Excellent tannin blocker – use to seal bare cedar and redwood
- Easy paint thinner clean-up

PRODUCTS

SKU	Description
3500	5-Gallon
3501	1- Gallon
3503	3-Gallon
3504	1-Quart

PRODUCT APPLICATION

COLOR/TINTING

Cover Stain is white but may be tinted towards off-white and pastel shades by adding no more than 2 oz. (59 ml) universal colorant per gallon. Tinting the primer towards the topcoat improves the hiding power of the topcoat.

PRODUCT APPLICATION (cont.)

SURFACE PREPARATION

Surfaces should be clean, dry, sound and free of dust, dirt, excessive chalky material, grime, grease, oil, wax, mildew, wallpaper, adhesive or any contamination that may interfere with adhesion. If unsure of cleanliness, always wash surface with an appropriate ammoniated cleaning solution or solvent (do not use TSP as a cleaner). Remove any peeling and/or unsound coatings. Sand any remaining paint film edges smooth. Lightly sand exposed exterior wood with 80 to 100 grit sandpaper to remove loose or weathered wood fibers and mill glaze. When priming over stained areas, first attempt to remove as much of the stain as possible by washing, sanding, scraping, etc.

Remove exterior mold & mildew with Zinsser Jomax® Mildew Killer and House Cleaner. Remove interior mildew with an interior mildew cleaner. Allow surface to dry completely before priming. Countersink exposed nail heads, spot prime and fill all nail holes and gouges with Zinsser Ready Patch® spackling compound. Wire brush rusty areas. Spot prime knots and sap streaks with B-I-N® Primer-Sealer before whole surface priming with Cover Stain Oil-Based Primer.

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-Approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

LIMITATIONS

Cover Stain® Oil-Based Primer is not intended for application to floors, decks, roof surfaces or any surface subject to immersion or prolonged contact with water. Do not box or intermix Cover Stain Oil-Based Primer with other oil-base or water-base products.

MIXING

Mix thoroughly to ensure any settled pigment is re-dispersed. DO NOT THIN.

* Refer to the MPI website for the most current listing of MPI certified products.



TECHNICAL DATA

COVER STAIN® OIL-BASED PRIMER

PRODUCT APPLICATION (cont.)

APPLICATION

Apply only when air, material, and surface temperatures are between 40-80°F (4-27°C) and the relative humidity should not be greater than 85%. Shake or mix thoroughly before using. In most cases only one coat is necessary to prime most surfaces. If excessive absorption occurs over very porous substrates a second coat may be necessary. Spot priming is recommended only under high-hiding topcoat paints. For best results, prime entire surface before painting. Apply with a high quality natural or synthetic brush, roller, pad or sprayer. Follow manufacturer's instructions when using spray equipment. For airless spraying, use a 0.015 to 0.017" tip at 1500 to 2000 P.S.I.

PRODUCT APPLICATION (cont.)

DRY TIME

In most cases Cover-Stain will dry to the touch in 30 minutes and can be recoated after 1 hour. The dry primer film develops full adhesion in 7 days. Lower temperatures, higher humidity and the addition of tint will prolong the dry and cure time.

CLEAN-UP

Clean up spills and paint drips with a rag soaked in mineral spirits or paint thinner. If spills or drips have dried, use paint remover. Application tools may be cleaned using paint thinner. Follow manufacturer's directions to clean spray equipment. Dispose of unused or unwanted product in accordance with local laws regulating solvent-based coatings.

**TECHNICAL DATA****COVER STAIN® OIL-BASED PRIMER****PHYSICAL PROPERTIES**

		COVER-STAIN OIL-BASED PRIMER
Resin Type		VT Styrenated Modified Alkyd
Pigment Type		Calcium Carbonate, Magnesium Silicate, Titanium Dioxide
Solvents		Aromatic Hydrocarbons
Weight	Per Gallon	11.1 lbs.
	Per Liter	1.33 kg
Solids	By Weight	68.6%
	By Volume	45.6%
Volatile Organic Compounds		450 g/l (3.77 lbs./gal.)
Recommended Dry Film (DFT) Per Coat		1.0-1.5 mils (25-37.5 μ)
Wet Film to Achieve DFT (unthinned material)		2.0-3.0 mils (50-75 μ)
Practical Coverage at Recommended DFT (assumes 15% material loss)		400-450 sq.ft./gal. (9.8-11.1 m ² /l) Depends on surface porosity and application method
Dry Times at 70-80°F (21-27°C) and 50% Relative Humidity	Touch	30 minutes
	Recoat	1 hour
	Full Cure	7 days
Shelf Life		5 years
Flash Point		83°F (28°C)
Safety Information		For additional information, see SDS

The technical data and suggestions for use contained herein are correct to the best of our knowledge, and offered in good faith. The statements of this literature do not constitute a warranty, express, or implied, as to the performance of these products. As conditions and use of our materials are beyond our control, we can guarantee these products only to conform to our standards of quality, and our liability, if any, will be limited to replacement of defective materials. All technical information is subject to change without notice.

Big Stretch®

Won't Crack. . . It Just Stretches

DESCRIPTION:

Big Stretch® is a high-performance water-based elastomeric sealant with powerful adhesion and superior elasticity. It spans gaps up to 2" wide and stretches up to 500% of original joint size without cracking. Big Stretch won't crack...it just stretches.

WHERE TO USE:

Interior and exterior applications, including:

- Windows
- Doors
- Siding
- Vents
- Soffits
- Baseboards
- Eaves
- Crown Moulding
- Sound-proofing interior walls

ADHERES TO: (all conform to ASTM C794)

Most building materials including:

Metals

- Aluminum
- Brass
- Steel
- Anodized Windows

Plastics

- ABS
- Lexan®*
- Acrylic Sheet
- Plexiglass
- PVC
- Fiberglass
- Urethane
- Vinyl
- Polycarbonate
- Polystyrene
- Nylon

Other Surfaces

- Asphalt
- Tile
- Cinder Block
- Corian®*
- Wood
- Formica®*
- Glass
- Mortar
- Hot melt Butyl
- Stucco
- Brick
- Concrete
- Stone
- EIFS
- Fiber Cement
- Drywall

COLORS:

- White
- Redwood
- Woodtone
- Dark Brown
- Pine Green
- Limestone
- Almond
- Tan
- Gray
- Clear
- Black
- Ironstone
- Slate Gray

Visit www.sashco.com for a color compatibility chart that matches Big Stretch colors to various vinyl window manufacturers' colors.

PACKAGING:

- 10.5 oz. plastic cartridges
- 29 oz. fiber cartridges (white only)

COVERAGE:

A 10.5 oz. cartridge will yield approx. 26 lineal feet with a 1/4" (6 mm) bead.

PAINTABILITY:

Paintable with exterior latex paints/stains after 4 hours and interior latex paints/stains after 24-48 hours (more for humid conditions). Paintable with most exterior oil-based paints/stains after 1 week. Note: some low-end, flat latex paints may crack, regardless of cure time.

* Corian®, Lexan®, and Formica® are registered trademarks of their respective owners.

FEATURES

- Super elastic, moves instead of tears
- Spans gaps up to 2" wide with no slump
- Powerful adhesion
- High durability
- Water-based
- Low VOC

BENEFITS

- Eliminates costly call backs
- Stays where it's applied
- Won't tear or pull away
- Performs well in most any type of climate
- Easy to tool and clean up
- Meets strictest VOC requirements; environmentally friendly
- Compatible with latex paint and most oil-based paints, sealers and stains
- Simply thaw & apply, no wasted product
- Have confidence that you're using the right product
- More for your money
- No more shiny caulk lines
- Less waste, less mess

• Superb paintability

• Freeze-thaw stable
• Limited Lifetime Warranty

• Full 10.5 oz. in every cartridge
• Won't cause paint gloss
• Exclusive stop flow plunger



WHERE NOT TO USE:

- Areas of water submersion or frequent, prolonged puddling
- Areas with high foot and/or vehicle-traffic (driveways, sidewalks, decks, patios, etc.)
- Roofs exposed to prolonged dampness (use Sashco's Through the Roof!® instead)
- Big Stretch Clear should not be used on copper flashing. Colored Big Stretch, Sashco's Lexel® or Sashco's Through the Roof!® are best for this application.
- Will not adhere to or is incompatible with Kynar®, Polypropylene, Waxes, Polyethylene, and Silicone.

APPLICATION:

- Lower temperatures and higher humidity will slow cure time. Allow 1-3 days curing before exposure to direct rainfall. Use plastic sheeting with good airflow underneath to protect the product if rain is expected sooner.
- Natural shrinkage will give the joint a concave appearance; multiple applications may be needed to fill the joint flat.
- If dirt or oils are present on the substrate, wash with any household cleaner, rinse to remove and allow to thoroughly dry.
- Remove any old caulk, especially silicone and all silicone residue. Use a silicone remover.
- Insert backer rod into joints deeper than 1/2" to provide for proper sealant depth and a stronger, longer lasting seal.
- Choose bead size and cut the nozzle. Puncture the inner seal.
- Gun Big Stretch into the joint.
- Tool for a smoother bead using a damp foam or paint brush with a light, skimming touch, or use a beading tool.

STORAGE AND CLEAN-UP:

- Clean up tools and hands with warm water and soap.
- Leftover Big Stretch can be stored if the nozzle is tightly wrapped with plastic wrap and a rubber band.



10300 E. 107th Pl., Brighton, CO 80601
800-767-5656 • www.sashco.com
Made in the USA

Follow Sashcoinc on:



TYPICAL PROPERTIES:

PROPERTY	VALUE
Joint Size	Maximum 2"
Application Range	40°F to 120°F (4°C to 49°C) surface temperature
Service Range	-30°F to 250°F (-34°C to 121°C)
Tensile Properties	Recovery at 50% stretch: 100% in 3 minutes Recovery at 100% stretch: 96% in 5 minutes
VOC	59.8 g/L, < 1.5% by weight

TEST DATA:

PROPERTY	RESULTS	TEST METHOD
Durability	25% total joint movement (10 cycles @ -15°F (-26°C))	ASTM C719
Hardness, Shore A	32 (21-day cure)	ASTM C661
Slump	< 1/8"	ASTM D2202
Solids	83.8% by weight (pigmented) 61.2% by weight (clear)	ASTM C1250
Extrusion Rate	750 g/min (1/8" orifice at 40 psi)	ASTM C603
Freeze-Thaw Stability	Passes 10 cycles 0°F to 70°F (-18°C to 21°C)	ASTM C731
Low Temp. Flexibility	Pass (not artificially weathered)	ASTM C734
Tack-free	Less than 30 minutes	ASTM C679
Cured	4-5 days (dependent on temperature, humidity and bead size)	ASTM C679
Adhesion-in-peel Passing Substrates	See "ADHERES TO" section on front page	ASTM C794

SPECIFICATIONS:

- Meets FHA requirements.
- Meets or exceeds Federal Specification:
 - TT-S-00230 C
 - ASTM C834
 - ASTM C920, Type S, NS, Class 25, Use NT, M, A. Exceeds 10% weight loss.

The data reported here are believed to be reliable.
No warranty is made concerning the accuracy of or the results obtained from their use.
* Kynar® is a registered trademark of its respective owner.

CAUTION: Avoid contact with eyes and skin. Do not swallow. In case of eye or skin contact, flush thoroughly with water. If irritation persists contact a physician. If swallowed administer two glasses of water and contact a physician immediately.
KEEP OUT OF REACH OF CHILDREN.

⚠ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

LIMITED LIFETIME WARRANTY: Sashco warrants this product will substantially meet published specifications on the date of sale. If it fails to do so, return unused portion with original sales receipt for replacement or refund, at Sashco's sole option. These are purchaser's sole and exclusive remedies for any breach of warranty. Purchaser must determine suitability of product for purchaser's specific needs and assumes all risk associated with its use. Sashco will not be liable for direct or indirect damages.

For a detailed description of the warranty & exclusions visit www.sashco.com.



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: May 23, 2024
Subject: Capital Request – Airport Rezoning Project

Purpose

To request funding for a project to identify whether the SVCA airport can be rezoned to include additional RV and Boat parking.

Background

In 2022, the SVCA airport was considered as a potential site for additional boat and RV parking. Other sites, such as the campground and Area Y, were considered, but it was determined that the airport’s central location and easy access made it the best option. Additionally, the fact that the airport has asphalt installed might be helpful in obtaining new zoning. (The asphalt is substantially overgrown, but is still in place.) Once the airport was determined to be the best option, a concept layout was developed, showing that 80 storage spots could be accommodated.

The project never went beyond a concept because it was not clear that there was enough demand to justify the expense of building additional parking. At this time, there is ample information showing that there would be more than enough demand to fill the 80 planned spaces.

Analysis

The current RV Storage facility located at Area Z has 43 spots. All viable spots are filled and there is a waiting list of 59 people, with more than a two-year wait to get a spot. Additionally, in the past twelve (12) months, SVCA has issued 55 parking violation notices to members who were parking their boat or RV at their residence. When speaking to those individuals as they searched for a facility to store their boat/RV, it became clear that there is a shortage of space in the Bellingham area and most of the facilities with availability are located far from Sudden Valley.

SVCA’s current annual fee for RV storage is \$500, billed quarterly. This fee is significantly below other storage facilities in the area, who charge an average of \$100 per month for uncovered storage. I suggest gradually increasing this fee to \$1,200 annually, as follows:

Quarter	Fee
July 1, 2024 – September 30, 2024	\$175
October 1, 2024 – December 31, 2024	\$250
January 1, 2025 – March 31, 2025	\$300



Sudden Valley Community Association

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4 Clubhouse Circle Bellingham, WA 98229
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The gradual increase of fees will allow people to plan for alternate storage and aligns with the planned refurbishment of the current RV storage area (new gravel, regrading, and fencing) scheduled for later this year.

With an annual rental fee of \$1,200, the proposed additional RV/Boat storage area would generate gross revenue of \$96,000 annually. Fee increases for the current RV Storage area will add an additional \$30,100 to this total. Further, this additional revenue would not require new processes to be developed or new staff to be hired. Importantly, increased storage would benefit the community by allowing them to store their RVs and boats closer to home.

It is not known whether Whatcom County would approve rezoning of the airport property. It is also unknown what assessments, surveys, and/or mitigation might be required. For these reasons, it is difficult to estimate the cost of building a new storage facility at this time. If it cost \$500,000, the project would pay for itself in about 5 years. If it cost \$1M, it would take 10 years. Of course, this is a simplistic analysis since the facility would require maintenance over the years, etc. But I believe that it is clearly to the advantage of the Association to pursue this project further.

PNW Services has submitted a project scope letter (attached) outlining costs of \$23,936.00 for completing a rezoning application. As this document notes, additional elements may be required for the submission, increasing the costs. Any such increase would be brought back to the Board for approval before going forward.

Request 1

Request that the SVCA Board of Directors approve the proposed fee increases for RV storage, to be effective July 1, 2024, October 1, 2024, and January 1, 2025.

Request 2

Request that the SVCA Board of Directors approve \$23,936.00 from CRRRF to fund the proposed Airport Rezoning project and authorize the General Manager to execute a contract with Impact Design in the amount of \$18,100.

Motion 1

Move that the SVCA Board of Directors approve the proposed fee increases for RV storage, to be effective July 1, 2024, October 1, 2024, and January 1, 2025.

Approvals – Motion 1

Recommended: _____ Not Recommended: _____ SVCA Finance Committee

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Motion 2

Move that the SVCA Board of Directors approve \$23,936.00 from CRRRF to fund the proposed Airport Rezoning project and authorize the General Manager to execute a contract with Impact Design in the amount of \$18,100.

Approvals – Motion 2

Recommended: _____ Not Recommended: _____ SVCA Finance Committee

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President



March 22, 2024

Sudden Valley Community Association
Attn: Jo Anne Jensen
4 Clubhouse Circle
Bellingham, WA 98229

RE: Project Scope Letter
Airport Rezoning for RV/Boat Storage

PNW is providing this overall project scope letter to SVCA for the proposed Airport Rezoning RV/Boat Storage project. Summary of the project:

- In 2022, a quick review of the airport property was completed to see if and how many potential RV/Boat storage spots could be created. Attached for reference is the concept drawing developed allowing for 80 storage spots. SVCA has limited locations that additional storage could be located. In 2022, the airport appeared to be the best choice for analysis given the fairly central location to SVCA, and easy access off Lake Whatcom Blvd. Additional locations discussed, but not explored, are Area Y and the Campground.
- The airport strip used to be asphalt, but with time has been overgrown by nature. Most of the asphalt still remains, but is in a very poor condition with vegetation growing through it. None of the existing asphalt surface is believed to be reusable, but being that it is currently asphalted, might help the project from a permitting standpoint. In addition, wetlands have developed along the edges, and the project would require wetland mitigation.
- To PNW's knowledge, no available SVCA property is currently zoned to accommodate RV/Boat storage. Working with Whatcom County to rezone a selected property will be the first step of adding storage capacity. Once rezoning is completed, if allowed, the next steps would be to complete a full design and apply for permits.
- The analysis completed in 2022 was put on hold after SVCA reconciled the waitlists for RV and boat storage, and determined there was minimal need for expanded storage.
- SVCA identified to PNW this month that additional storage is now needed. With that, PNW reached out to Impact Design and requested a proposal for formally requesting a zoning change with Whatcom County to allow storage at the airport property. Attached is Impact Design's proposal for reference. It is important to note the following items:
 - o This proposal completes the necessary documents for a rezoning application to Whatcom County.
 - o It is possible as part of the rezoning process that Whatcom County will require additional design/permitting to be completed. This could include a Critical Areas Habitat Conservation Assessment, Traffic Study, Boundary and Topographic Survey, etc. These items would typically be completed as part of the design/permitting process. At this time, these items are not included in this proposal as it is unknown if they will be required. If Whatcom County requires these, a change order request will be submitted to SVCA for approval.



Summary of anticipated costs:

Rezone Application	
- Impact Design – Rezone application submittal to Whatcom County per attached proposal dated 3-15-24.	\$18,100.00
- Whatcom County application fee allowance.	\$1,500.00
- Oversight – PNW Services, Inc. per attached.	\$2,160.00
Total Rezoning Application	\$21,760.00
10% Contingency	\$2,176.00
Total with Contingency	\$23,936.00
Additional Engineering & Permitting	
- Submitted under separate change order proposal after rezoning is complete.	\$0.00
Construction	
- Submitted under separate change order proposal after rezoning is complete.	\$0.00
Airport Rezoning Total – Design, Permitting, Construction	\$23,936.00

Please let me know if you have any questions, or if you would like any further information.

Sincerely,

Tyler Andrews
President



March 15th, 2024

Tyler Andrews
PNW Services, Inc.
PO Box 30498
Bellingham, WA 98228
360-739-2072

Mr. Andrews,

Thank you for the opportunity to submit a proposal for a rezoning request to Whatcom County for the RV/Boat storage project for the Sudden Valley Community Association for this year. We propose to conduct the land use permitting and engineering for this project on a Not To Exceed contract of **(\$18,100)** in accordance with the rate sheets attached and our budget. Additional work outside this scope will be paid per hour as shown on the attached rate sheet. This scope will be only for the rezone for the property, not the construction plans and permitting.

Scope of Work

We will prepare a Whatcom County Application for Zoning Amendments documents as well as all relevant preliminary engineering site plans describing the location and scope of the proposed RV/Boat storage facility in Sudden Valley sealed by a licensed professional engineer in the State of Washington.

- Principal Engineer @ \$140/hr x 40 hr = \$5,600
- Project Engineer @ \$125/hr x 100 hr = \$12,500

We expect this work will require the following application process and permits:

Pre-Application Meeting

We will prepare a Whatcom County Application for a Pre-Application Meeting. It will include the following required documents:

- Pre-Application Meeting Request Packet
- Project Narrative
- Pre-Application Site Plan Map

Re-Zone Application

We will prepare a Whatcom County Application for Re-Zone Application. It will include the following required documents:

- Vicinity Map
- Conceptual Site Plan
- Mailing Labels
- Project Description and Narrative
- Submission of the State Environmental Policy Act (SEPA) checklist

Impact Design will also prepare the documents for:

- Public Notice and Public Meeting Attendance
- County Council Public Hearing Presentation

The Re-Zone Application will likely require a Critical Areas Habitat Conservation Assessment, Traffic Study, Boundary and Topographic Survey. These analyses are NOT part of Impact Design's scope of work. Other consultants will need to be brought onto the team to accommodate this.

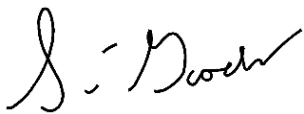
The scope of this project does not involve construction documents or specifications for the construction of the RV Park. County Council will not hear this ReZone Application until the beginning of 2025.

Excluded Scope: Habitat Conservation Assessment (HCA), critical areas work, full engineering construction documents, survey work, traffic studies, architectural design, landscape design, title reports, construction support, as-builts, and dry utilities coordination are not included in this scope.

Name

Date

Respectfully,



Scott Goodall, MS, PE

Principal

Impact Design, LLC



2024 Rate Sheet

Office	Hourly Rate
Principal Engineer	\$140
Design Engineer	\$125
Engineering Technician	\$100
Design Technician	\$95
CAD Technician	\$75

Field	Hourly Rate
Construction Inspection	\$90
Drone Pilot (UAV Certified)	\$90
Photogrammetry Technician	\$75

Sub-Consultants	15% Markup
Equipment	15% Markup
Travel Expenses	15% Markup
Mileage	\$0.50 / Mile

Sudden Valley Community Association

Airport Rezoning for RV/Boat Storage

PNW Estimate - Design Oversight, Permitting, Bid Package, and Construction Management

Task	Description	Hours	Estimated Cost
Design Oversight			
	Site visits and preapplication coordination (project narrative & site plan) with Impact Design and SVCA.	12	
	Zoning application oversight and coordination with SVCA.	4	
	Total Estimated Design Oversight Hours	16	\$ 2,160.00
Permitting			
	Under seperate submittal after zoning process completed.	0	
	Total Estimated Permitting Cost	0	\$ -
Contractor Bids			
	Under seperate submittal after zoning process completed.	0	
	Total Estimated Bid Package Hours	0	\$ -
Construction Management			
	Under seperate submittal after zoning process completed.	0	
	Total Estimated Construction Management Hours	0	\$ -
	Total Estimated		\$ 2,160.00