



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Board of Directors Special Meeting

April 27th, 2023, 7:00 PM, IN-PERSON, DANCE BARN

Call to Order

Land Acknowledgement & Anti-Racism Statement

Roll Call

Item 1) Adoption of Agenda

Item 2) Consent Agenda

2a. Approval of Minutes – March 9, 2023

2b. Approval of Minutes – March 23, 2023

Item 3) Announcements

Item 4) Financial Report

4a. February Financial Statements

Item 5) Continuing Business

5a. HVAC Contract

Item 6) New Business

6a. Reserve Study Proposal

6b. Resolution to Establish an SVCA 50 Year Anniversary Committee

6c. Proposed N&E Manual Revisions

6d. Capital Requests

6d-1 UTV

6d-2 On-Call Engineering

6d-3 Change Order to Culvert Cleaning Project (9923.08)

6e. Proposed 2023 Pool Fees

Adjournment



REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday, March 9th, 2023

Minutes

DATE AND LOCATION: Thursday, March 09, 2023, Dance Barn

CALLED TO ORDER AT: 7:01 pm

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

1. Andrew Tischleder	4. Sam Shahan	7. Linda Bradley	10. Excused Keith McLean
2. Brian Cope	5. Nancy Alyanak	8. Stu Mitchell	11. Mike Wadsworth
3. Sonia Voldt	6. Asia Andrade	9. Excused Taimi Van de Polder	

Director Bradley attended via Zoom

ATTENDING:

Staff Members: Jo Anne Jensen General Manager,

1. Call to Order

President Tischleder Called the meeting to order at 7:01pm. Land acknowledgement and anti-racism statement.

2. Adoption of Agenda

Director Alyanak moved to adopt the agenda, Approved.

3. Announcements

Jo Anne updated Culvert Cleaning project. Director Voldt reported on Sudden Valley's 50th anniversary. Announced openings for volunteers on ACC, and other committees.

4. Property Owner Comments

Property owners made comments.

5. General Manager Report

Jo Anne Jensen gave a General Manager's Report, it is available on the Suddenvalley.com website.

6. New Business

Request for Approval-Library Concert Event Soccer Field Rental

Move that the SVCA Board of Directors to authorize the General Manager to finalize the rental for the South Whatcom Library for the soccer fields at a rate of \$750 with a cleaning deposit of \$250 included in that.

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

Request For Approval-Unilect Contract

Move that the Board of Directors approve the proposed Unilect contract and authorize the General Manager to execute the agreement on behalf of Sudden Valley with a maximum not to exceed \$17,093.75.

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

Capital Request-Web Site Improvements

Make a motion that \$10,483 from the capital budget to be used for the rebuild of the Suddevalley.com website and authorize the General Manager to direct the project with a not to exceed amount of \$10,483.

Motion By: Director Tischleder		Seconded By: Sam Shahan	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

Capital Request-Tennis Court Resurfacing

Move that the Board of Directors approve the allocation of \$19,101.59 from the CRRRF fund for the design and permitting phase of the tennis court resurfacing and fencing project at the core rec area.

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

Capital Request-Marina Dock Replacement Design and Estimate

Move that the Board of Directors approve the allocation of \$12,188.43 from the CRRRF fund for the marina dock replacement preliminary design and engineer's estimate project.

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

Adjourned 11:42 pm



REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday March 23, 2023

Minutes

DATE AND LOCATION: Thursday, March 23rd Dance Barn

CALLED TO ORDER AT: 7:02 pm

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

1. Andrew Tischleder	4. Sam Shahan	7. Linda Bradley	10. Keith McLean
2. Brian Cope	5. Nancy Alyanak	8. Stu Mitchell	11. Excused Mike Wadsworth
3. Sonia Voldt	6. Excused Asia Andrade	9. Taimi Van de Polder	

Director Mitchell attended via Zoom.

ATTENDING:

Staff Members: Jo Anne Jensen General Manager, Joel Heverling, Finance Director

1. Call to Order

President Tischleder Called the meeting to order at 7:00pm. Land acknowledgement and anti-racism statement.

2. Adoption of Agenda

Director Alyanak made motion to adopt agenda, Approved

3. Consent Agenda

Minutes are approved.

4. Announcements

Jo Anne Jensen made an announcement.

Director Voldt made an announcement that there are committee openings.

5. Property Owner Comments

No Property owners made comments.

6. Financial Report

Joel Heverling reported on January 2023 financials.

7. New Business

Closed Session

Director Tischleder made a motion to move into closed session.

Motion By: Director Tischleder		Seconded By: Nancy Alyanak	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 8	Against :	Abstained	

Motion Made to move into open session.

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

Approval Request-GM Salary

Made Motion made that the board approve the GM's proposal to increase the GM's employment contract to \$150,000, effective the beginning of the next pay period.

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

Adjourned 08:46 PM

DRAFT

Sudden Valley Community Association

Sudden Valley Community Association
Balance Sheet
February 28, 2023 and December 31, 2022

	Unaudited** Feb 28, 2023	Unaudited** Dec 31, 2022	Inc / (Dec)
OPERATIONS			
Current Assets			
Operating Cash	\$ 550,154	\$ 507,491	\$ 42,663
Building Completion Deposit Fund	472,700	492,620	(19,920)
Member Receivables - Operations*	-	46,750	(46,750)
Other Receivables	10,240	8,288	1,952
Prepaid Expenses	56,506	81,738	(25,232)
Inventory	8,309	6,200	2,109
Total Current Assets	1,097,909	1,143,087	(45,178)
Current Liabilities			
Accounts Payable	(120,689)	(205,246)	84,557
Accrued Vacation Liability	(62,675)	(61,576)	(1,099)
Accrued Payroll	-	(54,127)	54,127
Prepaid Assessments	(306,436)	(181,105)	(125,331)
Building Completion Deposits	(472,700)	(492,620)	19,920
Other Refundable Deposits	(5,466)	(4,916)	(550)
Prepaid Golf Memberships	-	(153,151)	153,151
Total Current Liabilities	(967,966)	(1,152,741)	184,775
Operating Reserve Funds			
Emergency Operating Cash	361,155	361,096	59
Undesignated Reserves Cash	252,425	223,385	29,040
Total Operating Reserve Funds	613,580	584,481	29,099
Net Operating Assets	\$ 743,523	\$ 574,827	168,696
CAPITAL			
Capital Current Assets			
CRRRF (Capital Repair & Replacement) Cash Fund	3,343,529	3,220,387	123,142
Roads Reserve Cash Fund	2,683,714	2,560,947	122,767
Board Density Reduction Cash Fund	87,552	87,552	-
Mailbox Cash Fund	105,212	101,061	4,151
CRRRF Capital Reserve Holding Cash	239,163	262,193	(23,030)
Mitigation Assignment of Savings Cash	44,566	44,545	21
LWWS Assignment of Savings Cash	9,076	9,076	-
Member Receivables - Capital**	-	19,262	(19,262)
Total Capital Current Assets	6,512,812	6,305,023	207,789
Capital Fixed Assets			
Fixed Assets	14,448,486	14,478,354	(29,868)
Lots Held for Sale	204,809	204,809	-
Total Capital Assets	14,653,295	14,683,163	(29,868)
Long Term Liabilities			
CRRRF Loan 2022	(2,000,237)	(2,041,668)	41,431
Capital Leases	(156,575)	(166,357)	9,782
Total Long Term Liabilities	(2,156,812)	(2,208,025)	51,213
NET ASSETS	\$ 19,752,818	\$ 19,354,988	\$397,830
MEMBER EQUITY			
Member Equity			
Current Year Net Income: Operations	142,694	(\$75,065)	217,759
Current Year Net Income: Rec Special Assmt	24,073	(2,572)	26,645
Net Transfers Out from Operations to Capital	-	(482,660)	482,660
Current Year Net Income: Capital**	254,136	1,704,224	(1,450,088)
Net Transfers Into Capital from Operations	-	482,660	(482,660)
Retained Earnings**	4,990,770	5,068,407	(77,637)
Capital**	14,341,145	12,659,994	1,681,151
TOTAL MEMBER EQUITY	\$ 19,752,818	\$19,354,988	\$397,830

* 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 February 28, 2023, and December 31, 2022, the balances of receivables written off were \$844,686 and \$599,478, 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 applicable capital transfer fee revenues, as a contract liability balance (unearned revenue), which is then reversed out in future years when these 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 capital related collections for internal monthly presentation purposes. See SVCA's 2020 and 2021 audited financial statements (2021 represents the most recently issued audited statements), which fully incorporates ASC 606 and complies with Generally Accepted Accounting Principals (GAAP).

**Sudden Valley Community Association
Income Statement Summary**

UNAUDITED	Current Month - February 2023			Year to Date - 2 Months Ending 2/28/2023			
	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	179,708		230,844	359,409			461,688
Bad Debt Reserve	(10,145)		(8,278)	(24,194)			(22,282)
Net Current Year Assessment Income	<u>169,563</u>	<u>(842)</u>	<u>222,566</u>	<u>335,215</u>	<u>(5,592)</u>	93.3%	<u>439,406</u>
Special Ops Assmt Income- Rec/ Pools/ Parks							
Dues & Assessments Income	36,494			72,985			
Bad Debt Reserve	(909)			(1,133)			
Net Special Ops Assmt Income	<u>35,585</u>	<u>1,112</u>		<u>71,852</u>	<u>2,904</u>		
Bad Debt Recoveries - Prior Years			3,949				18,219
Golf Income	40,478	(15,401)	-	238,829	(9,779)		-
Marina Income	2,747	2,747	-	2,747	2,747		-
Rec Center & Pools Income	95	4	-	135	(48)		-
Legal & Collections Income	-	-	-	-	-		-
Other Income	5,622	(1,211)	-	10,485	(3,182)		-
Rental Income - Other	1,222	956	-	1,447	914		-
Area Z Rental Income	1,444	(556)	-	5,859	1,859		-
Lease Income	3,552	49	-	7,104	97		-
New Home Construction Fees	-	-	-	-	-		-
Capital Gain (Loss) on Sale of Assets	-	-	-	-	-		-
Investment Income	68	(20)	703	139	(36)		1,466
Total Revenue	<u>260,376</u>	<u>(13,162)</u>	<u>227,218</u>	<u>673,812</u>	<u>(10,116)</u>		<u>459,091</u>
EXPENSES							
Salaries & Benefits	134,612	29,568	-	228,305	55,856		-
Contracted & Professional Services	10,589	3,151	-	26,683	798		-
CC&Rs/ Mandates	35,467	(7,042)	-	68,017	(11,162)		-
Maintenance & Landscaping	27,263	8,052	-	63,920	14,774		-
Utilities	22,032	(3,385)	-	32,349	(2,934)		-
Administrative	5,263	3,225	-	21,536	5,405		-
Regulatory Compliance	6,052	1,095	-	17,376	(2,438)		-
Insurance Premiums	13,768	(590)	-	27,250	(895)		-
Other Expenses	-	84	-	-	167		-
Depreciation Expense	-	-	85,809	-	-		171,617
Interest expense	-	-	6,644	-	-		14,076
Total Expenses	<u>255,046</u>	<u>34,158</u>	<u>92,453</u>	<u>485,436</u>	<u>59,571</u>		<u>185,693</u>
Net Income (Loss)	<u>5,330</u>	<u>20,996</u>	<u>134,765</u>	<u>188,376</u>	<u>49,455</u>		<u>273,398</u>
Net UDR Activity for Operations							
Firewise/Road Mowing/Clean Green	-			-			
Hazardous Tree Removal	-			-			
Net Income (Loss) with Board Approved UDR	<u>5,330</u>	<u>20,996</u>	<u>134,765</u>	<u>188,376</u>	<u>49,455</u>		<u>273,398</u>
Other Activity							
Net Other UDR Activity*	9,075			26,240			
AR Accrual - Prior Year Reversal	-		-	(46,750)			(19,262)
AR Accrual - Current Year	-		-	-			-
Vacation Liability Accrual	(1,364)			(1,099)			
Total Other Activity	<u>7,711</u>		<u>-</u>	<u>(21,609)</u>			<u>(19,262)</u>
Grand Total Activity	<u>13,041</u>	<u>20,996</u>	<u>134,765</u>	<u>166,767</u>	<u>49,455</u>		<u>254,136</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
Reserve Cash Balance & Activity
2 Months Actual, 10 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 12/31/2022	3,220,387	2,560,947	262,193	87,552	101,061	53,621	\$ 6,285,761	361,096	223,385	\$ 584,481
Dues Received	222,810	229,344		-	4,138		456,292	-	29,164	29,164
Storm Water Mitigation Plan Fee		-					-			-
Investment Income	769	619	43	0	13	21	1,466	59	36	95
Sale of Assets	-			-			-			-
Mitigation Release	-	-				-	-			-
2023 Expenditures	(100,437)	(107,196)	(23,073)	-	-		(230,706)		(160)	(160)
Net Available Cash at 2/28/2023	3,343,529	2,683,714	239,163	87,552	105,212	53,642	\$ 6,512,812	361,155	252,425	\$ 613,580
10 Month Outlook										
Outlook - 2023 Dues (95% collections)	1,071,380	1,101,940			19,880		\$ 2,193,200			\$ -
Outlook - Prior Year Collections	16,986	17,471		17	315		34,789		29,617	29,617
CRRRF Loan Payments for year 2023	(277,533)						(277,533)			-
Obligated Expenses\Holdings	(691,975)	(864,903)	(239,163)			(53,642)	(1,849,683)		(7,237)	(7,237)
Net Usable Cash Balance 12/31/2023	3,462,388	2,938,222	-	87,569	125,407	-	\$ 6,613,586	361,155	274,805	\$ 635,960
Board Recommended Carryover Balance	(600,000)	(500,000)					(1,100,000)			-
Net Usable Cash 12/31/2023, After Recommendation	\$ 2,862,388	\$ 2,438,222	\$ -	\$ 87,569	\$ 125,407	\$ -	\$ 5,513,586	\$ 361,155	\$ 274,805	\$ 635,960
Net Current Year Cash Increase (Decrease)	242,001	377,275	(262,193)	17	24,346	(53,621)	\$ 327,825	59	51,420	\$ 51,479

*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
 February 1, 2023 to February 28, 2023
 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	1,000	834	-	6,961	27,442	(1,065)	(26,442)	6,730
Accounting	1,091	(2,509)	26,511	(391)	2,572	24	(27,992)	(2,876)
Administration	87	(54)	15,192	22,074	10,903	(2,981)	(26,008)	19,039
Common Costs	3,513	592	-	-	21,672	1,673	(18,159)	2,265
Facilities	4,346	(406)	3,219	455	14,988	(547)	(13,861)	(498)
Maintenance	-	(84)	22,409	(3,565)	6,847	9,218	(29,256)	5,569
Subtotal	10,037	(1,627)	67,331	25,534	84,424	6,322	(141,718)	30,229
Golf	40,478	(15,401)	43,394	10,347	25,050	(408)	(27,966)	(5,462)
Marina	2,747	2,747	-	-	3,414	(1,588)	(667)	1,159
Subtotal	53,262	(14,281)	110,725	35,881	112,888	4,326	(170,351)	25,926
Rec/ Pools/ Parks								
Special Assmt Earned	36,494						36,494	
Curr Yr Bad Debts Activity	(909)						(909)	
Net Special Assmt Dues	35,585	1,112					35,585	1,112
Rec/ Pools/ Parks	1,967	850	23,887	(6,313)	7,547	263	(29,467)	(5,200)
Subtotal Rec/ Pools/ Parks	37,552	1,962	23,887	(6,313)	7,547	263	6,118	(4,088)
Subtotal Operations before Ops Dues	90,814	(12,319)	134,612	29,568	120,435	4,589	(164,233)	21,838
Ops Dues Earned	179,708						179,708	
Curr Yr Bad Debts Activity	(10,145)						(10,145)	
Net Ops Dues	169,563	(842)					169,563	(842)
Net Operations	260,377	(13,161)	134,612	29,568	120,435	4,589	5,330	20,996
Net BOD Approved UDR Activity for Operations								
Firewise/Road Mowing/Clean Green	-		-		-		-	
Hazardous Tree Removal	-		-		-		-	
Net Operations with Board Approved UDR	260,377	(13,161)	134,612	29,568	120,435	4,589	5,330	20,996
Other Operating Activity								
UDR Activity	9,334				259		9,075	
AR Accrual - Prior Year Reversal	-				-		-	
AR Accrual - Current Year	-				-		-	
Vacation Liability Accrual	-				1,364		(1,364)	
Total Other Operating Activity	9,334				1,623		7,711	
Grand Total Operations Activity	269,711	(13,161)	134,612	29,568	122,058	4,589	13,041	20,996

* Excludes Depreciation

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

Sudden Valley Community Association

Sudden Valley Community Association
 Operations - By Department
 January 1, 2023 to February 28, 2023
 YEAR TO DATE

Whole \$

<u>UNAUDITED</u>								
<u>Department</u>	<u>Actual Revenue</u>	<u>Revenue B / (W)</u>	<u>Actual Salary Benefits</u>	<u>Salary & Benefits B / (W)</u>	<u>Actual Other Expense *</u>	<u>Other Exp B / (W)*</u>	<u>Net Income / (Loss) *</u>	<u>Net B / (W)*</u>
ACC / Security	1,000	667	-	13,923	66,281	(13,555)	(65,281)	1,035
Accounting	2,313	(4,887)	41,390	2,731	5,910	(720)	(44,987)	(2,876)
Administration	144	(139)	30,428	32,340	21,256	(5,409)	(51,540)	26,792
Common Costs	7,167	1,325	-	-	45,022	1,670	(37,855)	2,995
Facilities	11,663	2,159	5,193	928	27,273	2,926	(20,803)	6,013
Maintenance	-	(167)	38,596	(37)	17,122	19,061	(55,718)	18,857
Subtotal	22,287	(1,042)	115,607	49,885	182,864	3,973	(276,184)	52,816
Golf	238,829	(9,779)	74,071	9,452	58,401	(537)	106,357	(864)
Marina	2,747	2,747	-	-	3,832	(826)	(1,085)	1,921
Subtotal	263,863	(8,074)	189,678	59,337	245,097	2,610	(170,912)	53,873
Rec/ Pools/ Parks								
Special Assmt Earned	72,985						72,985	
Curr Yr Bad Debts Activity	(1,133)						(1,133)	
Net Special Assmt Dues	71,852	2,904					71,852	2,904
Rec/ Pools/ Parks	2,882	646	38,627	(3,481)	12,034	1,105	(47,779)	(1,730)
Subtotal Rec/ Pools/ Parks	74,734	3,550	38,627	(3,481)	12,034	1,105	24,073	1,174
Subtotal Operations before Ops Dues	338,597	(4,524)	228,305	55,856	257,131	3,715	(146,839)	55,047
Ops Dues Earned	359,409						359,409	
Curr Yr Bad Debts Activity	(24,194)						(24,194)	
Net Ops Dues	335,215	(5,592)					335,215	(5,592)
Net Operations	673,812	(10,116)	228,305	55,856	257,131	3,715	188,376	49,455
Net BOD Approved UDR Activity for Operations								
Firewise/Road Mowing/Clean Green	-		-		-		-	
Hazardous Tree Removal	-		-		-		-	
Net Operations with Board Approved UDR	673,812	(10,116)	228,305	55,856	257,131	3,715	188,376	49,455
Other Operating Activity								
UDR Activity	28,427				2,187		26,240	
AR Accrual - Prior Year Reversal	(46,750)				-		(46,750)	
AR Accrual - Current Year	-				-		-	
Vacation Liability Accrual	-				1,099		(1,099)	
Total Other Operating Activity	(18,323)				3,286		(21,609)	
Grand Total Operations Activity	655,489	(10,116)	228,305	55,856	260,417	3,715	166,767	49,455

* Excludes Depreciation

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

Sudden Valley Community Association

SUDDEN VALLEY COMMUNITY ASSOCIATION - LOTS & DUES ANALYSIS 2023

	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	18	37	55	322	2,520	2,842	20	96	6	23	3	9	16	29	3	20	340	2,557	2,897	48	177	225	388	2,734	3,122	774	3	0	777	734	8	1,519	4,641	
Feb	22	38	60	310	2,483	2,793	27	130	7	24	3	10	17	30	2	19	332	2,521	2,853	56	213	269	388	2,734	3,122	774	3	0	777	734	8	1,519	4,641	
Mar	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	0
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	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	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	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	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	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	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	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	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	0

LLE = Lot Line Eraser
 CTB = Covenant to Bind



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: Executive Team
Date: April 27, 2023
Subject: Capital Request – Welcome Center HVAC

Purpose

Request for the ratification of the Executive Team’s decision to execute a contract with Marr’s Heating and Air Conditioning for the installation of an HVAC system in the Welcome Center.

Background

The Board of Directors approved the allocation of \$48,404 from CRRRF for the installation of an HVAC system in the Welcome Center on April 13, 2023. At that time, approval was not granted for the General Manager to execute a contract for this work. During the week of April 16th – 21st, the executive team approved the execution of a contract so that the work could proceed. This contract was executed on April 21, 2023. SVCA’s standard construction contract template was used for this document. A copy of the executed contract is attached.

Request

Request that the SVCA Board of Directors ratify the Executive Committee’s decision to execute a contract with Marr’s Heating and Air Conditioning for the installation of an HVAC system in the Welcome Center.

Motion

Move that the SVCA Board of Directors ratify the Executive Committee's decision to execute a contract with Marr’s Heating and Air Conditioning for the installation of an HVAC system in the Welcome Center.

Board of Directors Approval

Approved: _____ Not Approved: _____ SVCA Board of Directors

CONSTRUCTION CONTRACT

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

OWNER

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

CONTRACTOR

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

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

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

Project Name: Welcome Center HVAC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:

SUDDEN VALLEY COMMUNITY ASSOCIATION

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

CONTRACTOR:

MARR'S HEATING AND AIR CONDITIONING

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

STANDARD CONTRACT GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's Initials JM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

accepted 4/14/23

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

ESTIMATE 41707366	ESTIMATE DATE Apr 05, 2023
-----------------------------	--------------------------------------

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

Job: 41385385

ESTIMATE DETAILS

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

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

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

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

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

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

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

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

Thank you for choosing Marr's Heating & Air Conditioning

CUSTOMER AUTHORIZATION

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

Sign here _____

Date _____



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

estimate approved
4/17/23

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

ESTIMATE
 41981353

ESTIMATE DATE
 Apr 15, 2023

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

Job: 41385385

ESTIMATE DETAILS

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

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

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

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

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

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

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

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

Thank you for choosing Marr's Heating & Air Conditioning

CUSTOMER AUTHORIZATION

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

Sign here *Jo Anne Jensen*

Date 4/17/2023

BOARD OF DIRECTORS MEMO

To: Sudden Valley Community Association Board of Directors
From: Joel Heverling, Finance Director
Date: April 25, 2023
Subject: Reserve Study Proposal (Level III Update)

Background/Analysis

The Sudden Valley Community Association (SVCA) is required by RCW 64.34.380 to complete a reserve study annually as part of the budget process. Additionally, the reserve study is further required as a component of the 2022 year-end audit process.

Last year, SVCA had a full on-site Level I reserve study performed by SmartProperty; therefore, SVCA is only in need of a Level III update to be performed this year for the 2024 budget planning process.

Funding

The combined total cost of the Level III reserve study proposals for CRRRF, Roads, and Mailboxes from SmartProperty is \$4,956, which has been budgeted to be paid for from Operations.

Recommendation

It is recommended that the Board of Directors accepts the Level III reserve study proposals from SmartProperty for a combined total of \$4,956, to be paid for from Operations, to immediately begin the Level III reserve study process.

Attachments

1. Reserve Study Proposal Level III – CRRRF (\$2,556)
2. Reserve Study Proposal Level III – Roads (\$1,200)
3. Reserve Study Proposal Level III – Mailboxes (\$1,200)



SmartProperty

Protecting the Future of Communities

The Living Reserve Study



Reserve Study PROPOSAL

To the Attention of the Community Association Board:

Thank you for requesting a proposal for a Reserve Study from SmartProperty. If you are like many of the boards we work with, you are probably shopping around with multiple reserve study providers looking for the best deal for your community. That's great—it means that the board is fulfilling its fiduciary duty, just as you are by seeking a reserve study in the first place. The board of directors' fiduciary responsibility is to anticipate and save for future expenses.

Unfortunately, static reserve studies have a natural shortcoming. They become outdated quickly as you perform work in your community, but your reserve study remains the same until the next time you perform an update.

Every other reserve study provider may be happy to provide a static reserve study and call it done. But that won't cut it for your needs. To better manage costs in the face of rising inflation and keep your community finances healthy, you need to be tracking your components' health in real-time.

SmartProperty gives you more.

Smart Property turns your reserve study into a living document, combining inventory control, capital planning & analysis and project tracking tools that enable you to manage your community's assets the smart way. Our patent-pending technology provides you with the tools you need to make better decisions in your budget planning, maintenance management, and reserve contributions.

Our Capital Planning and Analysis tool lets you break free from outdated templated funding plans to dynamic funding models that fit your needs – and your pocketbook. Instead of creating a static plan for major expenses in the future, you're creating a custom, flexible plan that changes as you maintain your community – and keeps assessments realistic for you and your homeowners.

Our annual financial health report allows your board to more efficiently and effectively communicate to the membership the financial condition of the community. This new level of transparency builds trust within your community on where the money is going, and how it's being spent.

Your requested proposal is in the pages that follow. Please do not hesitate to reach out to me if you have any questions, or if you would like to see a demonstration of the software. I look forward to hearing back from you

Respectfully,



Damian J. Esparza
Founder | SmartProperty

Prepared for: Sudden Valley Community Association - CRRRF
c/o Nicki Bailey

Prepared On: March 2, 2023
Expires On: September 2, 2023

FINANCIAL UPDATE RESERVE STUDY

\$2,556

When you select a Financial Update Reserve Study from SmartProperty, a professional reserve analyst will review your component inventory based on your previous reserve study or your living reserve study. They will update the information and provide recommendations to help set your reserves. Financial updates comply with state requirements for a reserve study financial review.

Living Reserve Study w/o Onsite Inspection

- ✓ SmartProperty Living Reserve Study Software - full access to the following features:
 - Component Inventory Control
 - Detailed photo, geo-tracking & file management system
 - Capital Planning & Analysis Tools
 - Project Management Tools
 - Reports
 - User Settings
 - Data Integration with Accounting Software*
 - Sandbox for what-if scenario planning

- ✓ Annual Financial Review (Complies with CAI Level 3 Standards)

Level 3 Reserve Study Standard: Best for communities that need an update to component life and costs, and financial review. Based on a previously performed reserve study.

SmartProperty Living Reserve Study Software



INVENTORY CONTROL

Manage components and update maintenance and replacements in real time.

Convert Your Reserve Study to a living document.



CAPITAL PLANNING & ANALYSIS

Develop and manage funding plans integrating your reserves with your actuals. Create what-if scenarios in your personal sandbox for budget planning.

Virtually eliminate surprise special assessments and loans.



PROJECT MANAGEMENT TOOLS

Create and track projects by phase and status. Add components from inventory to track budgeting. Track progress payments at every level of the project.

Gain visibility and tracking to projects to prevent missed billings and dropped balls.



REPORTING

Our real-time Financial Health reports allow you to instantly pinpoint if or when your current reserve savings will fail. Multiple filters and export options reporting on every module give flexibility for your data.

Add the financial health report to your monthly financials to give insight into reserve funding.



USER SETTINGS

Invite key personnel so the whole team has visibility into your capital plan. Manage access with user rights to control what actions users can take, and what they see. Track user changes for auditing purposes.

Put the Board and Management Team on the same level to make it easier to carry out the community's long-term plan.

PROTECTS YOUR FIDUCIARY

- ✓ Prevent liability with informed decision making
- ✓ Increased transparency into financial position
- ✓ Integrate your reserves with your actuals

BUILDS TRUST WITHIN YOUR COMMUNITY

- ✓ Justify fee increases to homeowners
- ✓ Easily communicate the community's financial position to homeowners

NO HIDDEN SURPRISES

- ✓ Prevent special assessments
- ✓ Avoid unexpected fee increases
- ✓ Be preventative and reduce insurance loss

MORE ACCURATE BUDGETS

- ✓ Better manage your cash flow
- ✓ Plan capital projects and spending with 'what-if' scenarios

What is the Reserve Study Process?

<p>1 Questionnaire & Financial Docs</p> <p>Begin by sending your information to SmartProperty to start your reserve analysis.</p>	<p>2 Reserve Analyst Review (lvl 1&2 only)</p> <p>An analyst will schedule a physical analysis of your association property and analyze all physical components.</p>	<p>3 Financial Analysis</p> <p>Our specialists will review the community's financial position and create a recommended reserve funding plan.</p>	<p>4 Reserve Study Review</p> <p>We will deliver a preliminary draft for board review and approval.</p>
<p>5 Reserve Study Delivery</p> <p>Once the board has approved it, we will deliver the final reserve study and disclosure information.</p>	<p>6 Component List Loaded in Software</p> <p>We automatically load the component list from your reserve study into the SmartProperty software so you can start using it right away.</p>	<p>7 Connect to Financials</p> <p>We can connect to industry accounting systems to integrate your reserves with your actuals, for real-time financial reporting.</p>	<p>8 Annual Reserves Review</p> <p>Each year, we will conduct a detailed review of your component inventory and financials to improve your reserve planning.</p>

What if We Already Have a Reserve Study?

You are not required to get a reserve study through SmartProperty in order to use our capital planning tools. We'll help you load your reserve study data into the SmartProperty software as part of your setup process. Your subscription includes an annual financial review in which we will analyze your financials and your component inventory to help ensure that your plan stays compliant with the law.

Is my community required to have a reserve study?

Some states require a reserve study be conducted within a certain number of years. Even if your state does not require it, SmartProperty recommends that you start with an initial reserve study to build your component list and create your initial reserves funding plan.

How Long Does Startup Take?

If your community already has a recent reserve study completed, we can get you up and running in the SmartProperty software within 14 days of purchase. If you need to have an on-site reserve study completed first, it may take up to 16 weeks for the reserve study to be completed and made available to review on the SmartProperty platform.

What is an Inventory Component?

In a reserve study, a component is any item or community property that needs to be maintained by the association. A component in the SmartProperty system is a single line item that is being tracked for asset management.

How much should my community have in reserves?

When your reserve study is completed, your reserve analyst will provide a suggested funding scenario. However, the SmartProperty platform takes the process a leap forward by allowing you to create your own funding scenarios on the fly. Predict your budgeting with confidence and easily demonstrate to homeowners why your decision is fiscally sound.

How Do I Get Started?

Select your service level in the contract below and send it back to SmartProperty to get started managing your association's assets.

Have questions? Contact us at 877-864-8955 or email us at onboard@smartproperty.com.

- A. Work will commence upon receipt of retainer payment and preliminary information requested. If SmartProperty does not receive preliminary information within 120 days of signature, this proposal is void.
- B. Conference calls, skype, or facetime meetings are included. We may charge a separate fee for board meeting attendance. Additional services beyond the original scope of work, may be purchased with a service fee of \$150/hour.
- C. When an On-Site (Level 1 or 2) Reserve Study is purchased, a full payment for inspection services is due 30 days after the completion of inspection.
- D. Full payments for Standard or Professional Plan are due within 30 days of the signed agreement.
- E. Standard and Professional plans include up to 150 components (defined as a single line item that is being tracked for asset management.) The number may be estimated at contract signing but is subject to change upon the completion of a reserve study for the property.
- F. Customer will be charged a \$30 processing fee for returned checks. Delinquent balances will bear interest from the invoice date at 1.5% per month, or the maximum rate allowed by law, whichever lower. Customer will pay all costs and expenses of collection (including attorneys fees).
- G. Standard and Professional plans require an annual commitment. The contract is recurring unless terminated. Notification of termination must be sent 30 days prior to contract renewal.
- H. SmartProperty may employ suitably trained subcontractors and services providers to perform the services. Customer will provide SmartProperty and its employees, consultants, service providers, and subcontractors with entry to subject property(ies).
- I. The maximum liability of SmartProperty and its affiliates, subcontractors, service providers, and suppliers, and their employees and directors (collectively, "SmartProperty Providers") for damages relating to the services shall be limited to the fees paid for the service or work product giving rise to liability. In no event will the SmartProperty Providers be liable to customer for any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of or related to the services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

Customer will indemnify and hold harmless the SmartProperty Providers for any time expended, expenses (including reasonable legal fees and costs), costs and/or losses incurred in connection with any lawsuit or other legal or regulatory action or proceeding involving or relating to the services under this letter, whether or not such costs or losses are due to the negligence of SmartProperty, provided that such indemnification shall not apply where such expenses or losses are determined to have been caused by SmartProperty Provider's gross negligence or willful misconduct.

- J. The Service Term will begin upon the Effective Date of this Contract and continue for 1 year thereafter. Such term will automatically renew as set forth in the Terms and Conditions.
 - 1. Term and Termination. Each Order Form will commence on its execution by the parties and unless terminated earlier in accordance with its terms will remain in force and effect for the Service Term set forth therein ("Initial Service Term"). Unless otherwise stated in the applicable Order Form, the Service Term will automatically renew for consecutive periods of the same duration as the Initial Service Term (each, a "Renewal Term") unless either party provides at least 30 days written notice of non-renewal to the other party. Unless otherwise stated in the applicable Order Form, the fees applicable to any Renewal Term will be (a) as notified by SmartProperty to Customer (by email, through the Service, or otherwise) no less than 45 days prior to the conclusion of the then-current term or (b) if no such fee notice is provided by SmartProperty, then fees charged by SmartProperty in its then-current price list. An Order Form will terminate in the event of breach of a material term of this Agreement by a party 30 days after written notice of such breach by the other party, unless the breaching party cures such breach within such period. Either party may terminate an Order Form immediately upon written notice in the event the other party (i) becomes insolvent or files or has filed against it a petition in bankruptcy (which is not dismissed within 30 calendar days after it is filed); (ii) makes an assignment for the benefit of creditors; or (iii) dissolves or ceases to do business in the ordinary course.
- K. SmartProperty, Inc. and its service providers use the SmartProperty Software Application when providing the services. By purchasing the services or using such software application, you agree to the SmartProperty Software Terms of Service found at smartproperty.com/terms.

This offer is effective for the next 6 months. If you would like us to proceed, please sign and email to onboard@smartproperty.com. If there are any questions, please contact us at 877-864-8955.

Contract Approval



Sudden Valley Community Association - CRRRF
c/o Nicki Bailey

1. Select Options

Plan Selected (check one):

Initial Report to be Completed by:



Within 5 wks (included)



RUSH – Delivery in 1 week (\$500)

Add Software Instances:

N/A

Sandboxes (1 included) (+\$15/mo for ea. add'l)

x \$15 N/A

N/A

Sub-Associations (+\$35/mo for ea. add'l)

x \$35 N/A

2. Calculate Totals

Financial Update Amount	\$2,556
Sandbox Amount	N/A
Sub Associations Amount	N/A
One-Time Setup Fee	Waived
Total Amount Due	\$2,556

3. Authorization & Payment

Full Name: _____

Position: _____

Email Address: _____

Credit Card Number _____

Name on Card _____

Expiration Date _____

Street Address _____

Zip Code _____

CVV _____

I authorize SmartProperty to charge my credit card above for the agreed upon amount. I understand that my information will be saved to file for future transactions on my account.

Authorized Signature

Signature Date



SmartProperty

Protecting the Future of Communities

The Living Reserve Study



Reserve Study PROPOSAL

To the Attention of the Community Association Board:

Thank you for requesting a proposal for a Reserve Study from SmartProperty. If you are like many of the boards we work with, you are probably shopping around with multiple reserve study providers looking for the best deal for your community. That's great—it means that the board is fulfilling its fiduciary duty, just as you are by seeking a reserve study in the first place. The board of directors' fiduciary responsibility is to anticipate and save for future expenses.

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Every other reserve study provider may be happy to provide a static reserve study and call it done. But that won't cut it for your needs. To better manage costs in the face of rising inflation and keep your community finances healthy, you need to be tracking your components' health in real-time.

SmartProperty gives you more.

Smart Property turns your reserve study into a living document, combining inventory control, capital planning & analysis and project tracking tools that enable you to manage your community's assets the smart way. Our patent-pending technology provides you with the tools you need to make better decisions in your budget planning, maintenance management, and reserve contributions.

Our Capital Planning and Analysis tool lets you break free from outdated templated funding plans to dynamic funding models that fit your needs – and your pocketbook. Instead of creating a static plan for major expenses in the future, you're creating a custom, flexible plan that changes as you maintain your community – and keeps assessments realistic for you and your homeowners.

Our annual financial health report allows your board to more efficiently and effectively communicate to the membership the financial condition of the community. This new level of transparency builds trust within your community on where the money is going, and how it's being spent.

Your requested proposal is in the pages that follow. Please do not hesitate to reach out to me if you have any questions, or if you would like to see a demonstration of the software. I look forward to hearing back from you

Respectfully,



Damian J. Esparza
Founder | SmartProperty

Prepared for: Sudden Valley Community Association - Roads
c/o Nicki Bailey

Prepared On: March 2, 2023
Expires On: September 2, 2023

FINANCIAL UPDATE RESERVE STUDY

\$1,200

When you select a Financial Update Reserve Study from SmartProperty, a professional reserve analyst will review your component inventory based on your previous reserve study or your living reserve study. They will update the information and provide recommendations to help set your reserves. Financial updates comply with state requirements for a reserve study financial review.

Living Reserve Study w/o Onsite Inspection

- ✓ SmartProperty Living Reserve Study Software - full access to the following features:
 - Component Inventory Control
 - Detailed photo, geo-tracking & file management system
 - Capital Planning & Analysis Tools
 - Project Management Tools
 - Reports
 - User Settings
 - Data Integration with Accounting Software*
 - Sandbox for what-if scenario planning

- ✓ Annual Financial Review (Complies with CAI Level 3 Standards)
Level 3 Reserve Study Standard: Best for communities that need an update to component life and costs, and financial review. Based on a previously performed reserve study.

SmartProperty Living Reserve Study Software



INVENTORY CONTROL

Manage components and update maintenance and replacements in real time.

Convert Your Reserve Study to a living document.



CAPITAL PLANNING & ANALYSIS

Develop and manage funding plans integrating your reserves with your actuals. Create what-if scenarios in your personal sandbox for budget planning.

Virtually eliminate surprise special assessments and loans.



PROJECT MANAGEMENT TOOLS

Create and track projects by phase and status. Add components from inventory to track budgeting. Track progress payments at every level of the project.

Gain visibility and tracking to projects to prevent missed billings and dropped balls.



REPORTING

Our real-time Financial Health reports allow you to instantly pinpoint if or when your current reserve savings will fail. Multiple filters and export options reporting on every module give flexibility for your data.

Add the financial health report to your monthly financials to give insight into reserve funding.



USER SETTINGS

Invite key personnel so the whole team has visibility into your capital plan. Manage access with user rights to control what actions users can take, and what they see. Track user changes for auditing purposes.

Put the Board and Management Team on the same level to make it easier to carry out the community's long-term plan.

PROTECTS YOUR FIDUCIARY

- ✓ Prevent liability with informed decision making
- ✓ Increased transparency into financial position
- ✓ Integrate your reserves with your actuals

BUILDS TRUST WITHIN YOUR COMMUNITY

- ✓ Justify fee increases to homeowners
- ✓ Easily communicate the community's financial position to homeowners

NO HIDDEN SURPRISES

- ✓ Prevent special assessments
- ✓ Avoid unexpected fee increases
- ✓ Be preventative and reduce insurance loss

MORE ACCURATE BUDGETS

- ✓ Better manage your cash flow
- ✓ Plan capital projects and spending with 'what-if' scenarios

What is the Reserve Study Process?

<p>1 Questionnaire & Financial Docs</p> <p>Begin by sending your information to SmartProperty to start your reserve analysis.</p>	<p>2 Reserve Analyst Review (lvl 1&2 only)</p> <p>An analyst will schedule a physical analysis of your association property and analyze all physical components.</p>	<p>3 Financial Analysis</p> <p>Our specialists will review the community's financial position and create a recommended reserve funding plan.</p>	<p>4 Reserve Study Review</p> <p>We will deliver a preliminary draft for board review and approval.</p>
<p>5 Reserve Study Delivery</p> <p>Once the board has approved it, we will deliver the final reserve study and disclosure information.</p>	<p>6 Component List Loaded in Software</p> <p>We automatically load the component list from your reserve study into the SmartProperty software so you can start using it right away.</p>	<p>7 Connect to Financials</p> <p>We can connect to industry accounting systems to integrate your reserves with your actuals, for real-time financial reporting.</p>	<p>8 Annual Reserves Review</p> <p>Each year, we will conduct a detailed review of your component inventory and financials to improve your reserve planning.</p>

What if We Already Have a Reserve Study?

You are not required to get a reserve study through SmartProperty in order to use our capital planning tools. We'll help you load your reserve study data into the SmartProperty software as part of your setup process. Your subscription includes an annual financial review in which we will analyze your financials and your component inventory to help ensure that your plan stays compliant with the law.

Is my community required to have a reserve study?

Some states require a reserve study be conducted within a certain number of years. Even if your state does not require it, SmartProperty recommends that you start with an initial reserve study to build your component list and create your initial reserves funding plan.

How Long Does Startup Take?

If your community already has a recent reserve study completed, we can get you up and running in the SmartProperty software within 14 days of purchase. If you need to have an on-site reserve study completed first, it may take up to 16 weeks for the reserve study to be completed and made available to review on the SmartProperty platform.

What is an Inventory Component?

In a reserve study, a component is any item or community property that needs to be maintained by the association. A component in the SmartProperty system is a single line item that is being tracked for asset management.

How much should my community have in reserves?

When your reserve study is completed, your reserve analyst will provide a suggested funding scenario. However, the SmartProperty platform takes the process a leap forward by allowing you to create your own funding scenarios on the fly. Predict your budgeting with confidence and easily demonstrate to homeowners why your decision is fiscally sound.

How Do I Get Started?

Select your service level in the contract below and send it back to SmartProperty to get started managing your association's assets.

Have questions? Contact us at 877-864-8955 or email us at onboard@smartproperty.com.

- A. Work will commence upon receipt of retainer payment and preliminary information requested. If SmartProperty does not receive preliminary information within 120 days of signature, this proposal is void.
- B. Conference calls, skype, or facetime meetings are included. We may charge a separate fee for board meeting attendance. Additional services beyond the original scope of work, may be purchased with a service fee of \$150/hour.
- C. When an On-Site (Level 1 or 2) Reserve Study is purchased, a full payment for inspection services is due 30 days after the completion of inspection.
- D. Full payments for Standard or Professional Plan are due within 30 days of the signed agreement.
- E. Standard and Professional plans include up to 150 components (defined as a single line item that is being tracked for asset management.) The number may be estimated at contract signing but is subject to change upon the completion of a reserve study for the property.
- F. Customer will be charged a \$30 processing fee for returned checks. Delinquent balances will bear interest from the invoice date at 1.5% per month, or the maximum rate allowed by law, whichever lower. Customer will pay all costs and expenses of collection (including attorneys fees).
- G. Standard and Professional plans require an annual commitment. The contract is recurring unless terminated. Notification of termination must be sent 30 days prior to contract renewal.
- H. SmartProperty may employ suitably trained subcontractors and services providers to perform the services. Customer will provide SmartProperty and its employees, consultants, service providers, and subcontractors with entry to subject property(ies).
- I. The maximum liability of SmartProperty and its affiliates, subcontractors, service providers, and suppliers, and their employees and directors (collectively, "SmartProperty Providers") for damages relating to the services shall be limited to the fees paid for the service or work product giving rise to liability. In no event will the SmartProperty Providers be liable to customer for any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of or related to the services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

Customer will indemnify and hold harmless the SmartProperty Providers for any time expended, expenses (including reasonable legal fees and costs), costs and/or losses incurred in connection with any lawsuit or other legal or regulatory action or proceeding involving or relating to the services under this letter, whether or not such costs or losses are due to the negligence of SmartProperty, provided that such indemnification shall not apply where such expenses or losses are determined to have been caused by SmartProperty Provider's gross negligence or willful misconduct.

- J. The Service Term will begin upon the Effective Date of this Contract and continue for 1 year thereafter. Such term will automatically renew as set forth in the Terms and Conditions.
 - 1. Term and Termination. Each Order Form will commence on its execution by the parties and unless terminated earlier in accordance with its terms will remain in force and effect for the Service Term set forth therein ("Initial Service Term"). Unless otherwise stated in the applicable Order Form, the Service Term will automatically renew for consecutive periods of the same duration as the Initial Service Term (each, a "Renewal Term") unless either party provides at least 30 days written notice of non-renewal to the other party. Unless otherwise stated in the applicable Order Form, the fees applicable to any Renewal Term will be (a) as notified by SmartProperty to Customer (by email, through the Service, or otherwise) no less than 45 days prior to the conclusion of the then-current term or (b) if no such fee notice is provided by SmartProperty, then fees charged by SmartProperty in its then-current price list. An Order Form will terminate in the event of breach of a material term of this Agreement by a party 30 days after written notice of such breach by the other party, unless the breaching party cures such breach within such period. Either party may terminate an Order Form immediately upon written notice in the event the other party (i) becomes insolvent or files or has filed against it a petition in bankruptcy (which is not dismissed within 30 calendar days after it is filed); (ii) makes an assignment for the benefit of creditors; or (iii) dissolves or ceases to do business in the ordinary course.
- K. SmartProperty, Inc. and its service providers use the SmartProperty Software Application when providing the services. By purchasing the services or using such software application, you agree to the SmartProperty Software Terms of Service found at smartproperty.com/terms.

This offer is effective for the next 6 months. If you would like us to proceed, please sign and email to onboard@smartproperty.com. If there are any questions, please contact us at 877-864-8955.

Contract Approval



Sudden Valley Community Association - Roads
c/o Nicki Bailey

1. Select Options

Plan Selected (check one):

Initial Report to be Completed by:



Within 5 wks (included)



RUSH – Delivery in 1 week (\$500)

Add Software Instances:

N/A

Sandboxes (1 included) (+\$15/mo for ea. add'l)

x \$15

N/A

N/A

Sub-Associations (+\$35/mo for ea. add'l)

x \$35

N/A

2. Calculate Totals

Financial Update Amount	\$1,200
Sandbox Amount	N/A
Sub Associations Amount	N/A
One-Time Setup Fee	Waived
Total Amount Due	\$1,200

3. Authorization & Payment

Full Name: _____

Position: _____

Email Address: _____

Credit Card Number _____

Name on Card _____

Expiration Date _____

Street Address _____

Zip Code _____

CVV _____

I authorize SmartProperty to charge my credit card above for the agreed upon amount. I understand that my information will be saved to file for future transactions on my account.

Authorized Signature

Signature Date



SmartProperty

Protecting the Future of Communities

The Living Reserve Study



Reserve Study PROPOSAL

To the Attention of the Community Association Board:

Thank you for requesting a proposal for a Reserve Study from SmartProperty. If you are like many of the boards we work with, you are probably shopping around with multiple reserve study providers looking for the best deal for your community. That's great—it means that the board is fulfilling its fiduciary duty, just as you are by seeking a reserve study in the first place. The board of directors' fiduciary responsibility is to anticipate and save for future expenses.

Unfortunately, static reserve studies have a natural shortcoming. They become outdated quickly as you perform work in your community, but your reserve study remains the same until the next time you perform an update.

Every other reserve study provider may be happy to provide a static reserve study and call it done. But that won't cut it for your needs. To better manage costs in the face of rising inflation and keep your community finances healthy, you need to be tracking your components' health in real-time.

SmartProperty gives you more.

Smart Property turns your reserve study into a living document, combining inventory control, capital planning & analysis and project tracking tools that enable you to manage your community's assets the smart way. Our patent-pending technology provides you with the tools you need to make better decisions in your budget planning, maintenance management, and reserve contributions.

Our Capital Planning and Analysis tool lets you break free from outdated templated funding plans to dynamic funding models that fit your needs – and your pocketbook. Instead of creating a static plan for major expenses in the future, you're creating a custom, flexible plan that changes as you maintain your community – and keeps assessments realistic for you and your homeowners.

Our annual financial health report allows your board to more efficiently and effectively communicate to the membership the financial condition of the community. This new level of transparency builds trust within your community on where the money is going, and how it's being spent.

Your requested proposal is in the pages that follow. Please do not hesitate to reach out to me if you have any questions, or if you would like to see a demonstration of the software. I look forward to hearing back from you

Respectfully,



Damian J. Esparza
Founder | SmartProperty

Prepared for: Sudden Valley Community Association - Mailboxes
c/o Nicki Bailey

Prepared On: March 2, 2023
Expires On: September 2, 2023

FINANCIAL UPDATE RESERVE STUDY

\$1,200

When you select a Financial Update Reserve Study from SmartProperty, a professional reserve analyst will review your component inventory based on your previous reserve study or your living reserve study. They will update the information and provide recommendations to help set your reserves. Financial updates comply with state requirements for a reserve study financial review.

Living Reserve Study w/o Onsite Inspection

- ✓ SmartProperty Living Reserve Study Software - full access to the following features:
 - Component Inventory Control
 - Detailed photo, geo-tracking & file management system
 - Capital Planning & Analysis Tools
 - Project Management Tools
 - Reports
 - User Settings
 - Data Integration with Accounting Software*
 - Sandbox for what-if scenario planning

- ✓ Annual Financial Review (Complies with CAI Level 3 Standards)
Level 3 Reserve Study Standard: Best for communities that need an update to component life and costs, and financial review. Based on a previously performed reserve study.

SmartProperty Living Reserve Study Software



INVENTORY CONTROL

Manage components and update maintenance and replacements in real time.

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- I. The maximum liability of SmartProperty and its affiliates, subcontractors, service providers, and suppliers, and their employees and directors (collectively, "SmartProperty Providers") for damages relating to the services shall be limited to the fees paid for the service or work product giving rise to liability. In no event will the SmartProperty Providers be liable to customer for any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of or related to the services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

Customer will indemnify and hold harmless the SmartProperty Providers for any time expended, expenses (including reasonable legal fees and costs), costs and/or losses incurred in connection with any lawsuit or other legal or regulatory action or proceeding involving or relating to the services under this letter, whether or not such costs or losses are due to the negligence of SmartProperty, provided that such indemnification shall not apply where such expenses or losses are determined to have been caused by SmartProperty Provider's gross negligence or willful misconduct.

- J. The Service Term will begin upon the Effective Date of this Contract and continue for 1 year thereafter. Such term will automatically renew as set forth in the Terms and Conditions.
 - 1. Term and Termination. Each Order Form will commence on its execution by the parties and unless terminated earlier in accordance with its terms will remain in force and effect for the Service Term set forth therein ("Initial Service Term"). Unless otherwise stated in the applicable Order Form, the Service Term will automatically renew for consecutive periods of the same duration as the Initial Service Term (each, a "Renewal Term") unless either party provides at least 30 days written notice of non-renewal to the other party. Unless otherwise stated in the applicable Order Form, the fees applicable to any Renewal Term will be (a) as notified by SmartProperty to Customer (by email, through the Service, or otherwise) no less than 45 days prior to the conclusion of the then-current term or (b) if no such fee notice is provided by SmartProperty, then fees charged by SmartProperty in its then-current price list. An Order Form will terminate in the event of breach of a material term of this Agreement by a party 30 days after written notice of such breach by the other party, unless the breaching party cures such breach within such period. Either party may terminate an Order Form immediately upon written notice in the event the other party (i) becomes insolvent or files or has filed against it a petition in bankruptcy (which is not dismissed within 30 calendar days after it is filed); (ii) makes an assignment for the benefit of creditors; or (iii) dissolves or ceases to do business in the ordinary course.
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Contract Approval



Sudden Valley Community Association - Mailboxes
c/o Nicki Bailey

1. Select Options

Plan Selected (check one):

Initial Report to be Completed by:



Within 5 wks (included)



RUSH – Delivery in 1 week (\$500)

Add Software Instances:

N/A

Sandboxes (1 included) (+\$15/mo for ea. add'l)

x \$15 N/A

N/A

Sub-Associations (+\$35/mo for ea. add'l)

x \$35 N/A

2. Calculate Totals

Financial Update Amount	\$1,200
Sandbox Amount	N/A
Sub Associations Amount	N/A
One-Time Setup Fee	Waived
Total Amount Due	\$1,200

3. Authorization & Payment

Full Name: _____

Position: _____

Email Address: _____

Credit Card Number _____

Name on Card _____

Expiration Date _____

Street Address _____

Zip Code _____

CVV _____

I authorize SmartProperty to charge my credit card above for the agreed upon amount. I understand that my information will be saved to file for future transactions on my account.

Authorized Signature

Signature Date

**RESOLUTION TO ESTABLISH THE
SUDDEN VALLEY COMMUNITY ASSOCIATION
50-YEAR ANNIVERSARY COMMITTEE
2023**

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

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

THEREFORE, be it resolved that the Sudden Valley Board of Directors hereby establishes the SVCA 50-Year Anniversary Committee. This charter will expire immediately following the 2023 Annual General Meeting (AGM) or such period as the Board may specify.

I. Purpose:

The purpose of the SVCA 50-Year Anniversary Committee, as adopted by the SVCA Board, is to plan, coordinate and organize events and activities to take place in 2023 to commemorate the 50th Anniversary of Sudden Valley's incorporation.

The Committee will consist of a diverse group of community members to initiate, advise, organize and deliver events and activities to celebrate the 50th Anniversary of Sudden Valley, within the parameters approved by the SVCA Board and GM.

II. Membership:

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

III. Meetings and Procedures:

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

IV. Authority:

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

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

No SVCA 50-Year Anniversary Committee member has authority to sign or otherwise enter into any contract or other agreement binding or committing the Association to obligation, acquisition, service, purchase, lease, or other agreement.

V. Deliverables:

The specific duties and responsibilities of the SVCA 50-Year Anniversary Committee shall consist of the following:

- a) Identify opportunities for celebration of Sudden Valley’s 50th Anniversary throughout 2023. Consider and recommend the format for celebrations and propose a schedule of events and activities to take place;
- b) Facilitate the involvement of and encourage the participation by all local community groups and members in the 50th Anniversary celebrations;
- c) Recruit and coordinate volunteers for the organization and operation of Anniversary events as required and in accordance with the SVCA Volunteer Handbook and related Policies;
- d) Any additional 50th Anniversary events funding beyond the current 2023 Events budget must be approved by the General Manager and Finance Director, and to the Board for approval. All events budgets are administered by the SVCA’s General Manager and Finance Director;
- e) Promote and advertise 50th Anniversary events and activities, as the budget allows;
- f) Work with staff, volunteers and Lynden Tribune Publishing to prepare a commemorative publication that will be made available to the community;
- g) The committee Chair will report regularly to the Board, making recommendations for the Board’s support and approval and prepare a final report for the Board after the conclusion of the final celebratory event.

Adopted by the Board of Directors:

President _____

Date _____

Secretary _____

Date _____

This charter was approved by the Board on _____.

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

**NOMINATIONS & ELECTIONS COMMITTEE
RECOMMENDED CHANGES TO THE 2023 ELECTION PROCESS**

1. Changes to the N&E Manual

DOCUMENT: N&E Manual

SECTION 4.1.6

Revise Section 4.1.6 and Delete Section 4.1.10.

4.1.6 Association Members who are interested in running for an open position must use the current year application package. The package is available from the Administration Office, from the pamphlet distribution center next to the Administration Office or can be downloaded from the Sudden Valley website. Members should state on each application only a single position for which they are running. A separate application is required for each position (a member may not hold more than one elected position at a time).

[Add the following] As part of the application packet, all candidates shall submit a maximum 100-word digital biography and photograph. These biographies will be a part of the official Association Notice of Meeting voting packet mailed to each member. In addition, Board candidates may submit an optional maximum 500-word essay stating their vision for the Valley. Candidate photographs, digital biographies, and optional Vision Statements will be printed in the October Views.

~~4.1.10 Once candidate applications have been accepted, the N&E will send a letter to each eligible candidate seeking additional information. All candidates shall be asked to furnish a maximum 100-word digital biography and photograph for the Views. In addition, candidates for the Board will be asked to submit a maximum 500-word essay stating their vision for the Valley. These will be printed in the October Views so the membership will be aware of the candidates' backgrounds, experience and views. The biographies will be a part of the official Association Notice of Meeting voting packet mailed to each member. Before submission to the publisher candidates may review their information for typographical errors.~~

Background: (1) Membership should be aware of the candidates' backgrounds, experience and views. However, some individuals find writing tasks daunting and two such writing requirements may deter otherwise well qualified individuals from running. Thus, submitting a Vision Statement is at the discretion of the candidate. (2) To facilitate speedier printing of the AGM voting packet, and thus earlier mailing of the AGM election materials, candidate biographies, photos, and optional Vision Statements shall be submitted with their Statement of Candidacy by the candidate closing date.

DOCUMENT: N&E Manual
SECTION: 4.1.7

4.1.7 The N&E will meet in early September after the closing date for submission of applications to confirm the eligibility of the candidates. The N&E will open the applications and check them for signatures and whether any additional information needs to be provided. Staff will vet each candidate application and they will be sorted into open positions. N&E will create name slips for the random drawing to determine the order in which the candidates' name appear on the ballot.

(Add to end of section 4.1.7)

“Upon declaration of candidacy, any current N&E member seeking an elected position on the Board, N&E, or Architectural Control Committee shall immediately resign from the N&E committee.”

Background: Section 1.2 of the N&E manual gives the N&E committee the responsibility to ensure the integrity of the election process. SVCA Bylaws Article V, section 3 (c): "No person nominated as a Board member or as a member of the Nomination and Election Committee or the Architectural Control Committee, nor members of their family or their household, shall assist in counting votes for any election. Article V, Section 3 h(1) further states that "The Committee shall supervise the balloting during elections, as set forth in Article III, Section 3 and h(ii) "The Committee shall supervise elections conducted during any Annual or Special General Meeting".

Recognizing that N&E supervises the entirety of the election process, and that actions taken throughout that process must always appear to be unbiased and fair, in order to avoid the appearance of a conflict of interest throughout the election process, N&E proposes adding language to the N&E manual requiring candidates seeking an elected position ro resign from N&E.

DOCUMENT: N&E Manual

Section 4.1.12 [This section is not changed. Retain 2-day official withdrawal period.]

(Add to Section 4.1.12) “A candidate who wishes to withdraw after the date called out in 4.1.12 above shall do so in writing to the Chair of Nominations and Elections and to the Board. No reason for withdrawing need be given. The communication must clearly state the position for which they applied and the statement “If elected, I will not serve,” and must give their permission that the Statement be shared with the Sudden Valley community. The withdrawal will be effective as of the date of the letter or email and there after the candidate will be ineligible to hold the office to which they applied. The Statement shall be shared with the Sudden Valley community as recommended by the Nominations and Elections Committee: (1) Published in the Sudden Valley Views; (2) Disseminated as an Eblast to the Community; (3) Posted as an announcement outside the Administration offices in the Welcome Center and in the lobby of the Clubhouse; (4) Posted to the Sudden Valley webpage and Facebook page; and (5) and elsewhere as determined by Nominations & Elections.”

Background: Nominations & Elections is charged with ensuring the integrity of Sudden Valley’s elections by conducting an open, free and fair process. A candidate’s late withdrawal means that ballots may already have been printed and/or mailed showing that individual as a candidate. This distorts the election process and is a disservice to members of Sudden Valley. In the 2022 election cycle, over 200 ballots were cast for a candidate who had indicated they would not serve. A failure to address this in Sudden Valley’s Rules/Regulations as found in the N&E Manual 4.1.12 meant staff were unable to share or post information re the withdrawal lest they be “telling people who to vote for.” Providing members with timely and clear information on candidates who have withdrawn would allow members the option of voting only for candidates who have not announced their withdrawal.

DOCUMENT: N&E Manual
Following Section 4.1.12

Add Section 4.1.14: Status of Votes Cast for Candidates Who Have Withdrawn.

“Votes cast for a candidate who has formally withdrawn their application shall be counted and reported. Regardless of the number of votes received, a candidate who has withdrawn will not be certified and is not eligible to take office.”

2. Other Changes to the Election Process:

DOCUMENT: Ballot Security Envelopes (and elsewhere as needed) alerts:

Additional language for Domestic ballots on reverse side of ballot security envelope top portion:

STOP! Do Not Mail After Oct. 20th.
Use Drop Box in Clubhouse.

Additional language for International ballots on reverse side lower portion:

INTERNATIONAL MEMBERS: Add minimum 4 days additional to normal mailing time.



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: Mike Brock, Maintenance Superintendent
Date: April 27th, 2023
Subject: Capital Request – Utility Task Vehicle

Purpose

To request funding approval for a Utility Task Vehicle (UTV) for snow removal.

Background

For the past several years, SVCA has outsourced specific roads to an outside vendor for snow removal. Due to very steep grades these road sections are not accessible with standard snow removal equipment owned by SVCA. A contractor has been utilizing a UTV equipped with a snowplow to perform snow removal on these sections of road.

Analysis

Over a three-year period, the average cost to outsource this service was \$38,155 per year. By purchasing a UTV equipped with a snowplow, SVCA would be able to plow these roads with existing personnel and not rely on an outside vendor. This would allow flexibility to plow roads at optimal times and would allow faster response time when service is requested. SVCA staff are familiar with these types of vehicles and would adapt quickly to safe operation.

By purchasing a small sanding unit as an accessory, staff would have the ability to respond to service requests in areas that previously could not be accessed for sanding. For example, this past winter a motorist that was unfamiliar with the area attempted to travel down a very steep grade and became stuck. A tow truck responded but was not able to reach the stranded vehicle. Due to the location of the stranded vehicle, SVCA equipment could not safely access the section of roadway to assist.

SVCA currently has the following snow removal equipment:

- 5 trucks that can be equipped with plows and sanders.
- 1 truck that can be equipped with an anti-ice brine tank.
- 1 tractor that can be equipped with a plow and brine tank.

This past winter season, SVCA utilized all available equipment to implement the 2022/2023 snow plan. A truck and tractor were utilized to apply anti-ice brine prior to snow events. Trucks equipped with plows and sanders were used to clear primary



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roads, secondary roads, followed by residential roads. A tractor was utilized to maintain mailbox areas and to clear intersections. The tractor is well suited for this task, as it has a short wheelbase and increased visibility.

Due to steep grades and narrow lane widths, there are currently 45 SVCA roads that are designated as UTV routes. A UTV is a much safer alternative over a truck with a snowplow or a tractor to maintain these roads. Due to its small size, low center of gravity, and light weight, a UTV is much more maneuverable and can stop easier on steep slopes.

Purchasing a UTV to perform this task is fiscally responsible. Included in the 2024 budget there was \$54,080 allocated for snow removal equipment. A portion of that has been used to replace a sander in 2023 leaving a remaining balance of \$45,027.54. By applying these funds now to order a UTV in 2023, it will be available for the 2023/2024 winter season. Based on historical averages paid to an outside vendor, following the first season of use, SVCA could potentially save nearly \$40,000 each year in snow removal costs.

Purchasing a used UTV was evaluated, and the cost savings would be marginal. The preferred option is to order a new unit, that comes with a two-year 1000-hour standard warranty and is equipped with a sander to increase SVCA's snow removal response capabilities. Purchasing a UTV equipped with a sander is an important option for this asset to be fully optimized. Three quotes were received for similar UTV's, with sanders included:

- Scholten's Equipment – Kubota RTV-X1100CW with V5005 sander \$39,331.20
- Pape Machinery - John Deere HPX615E with aftermarket sander \$42,049.03
- Bobcat of Bellingham – Bobcat UW56 with SP13 sander \$85,018.54

The Bobcat UW56 with SP13 sander is top of class, but substantially more expensive than the other units quoted. The John Deere HPX615E and Kubota RTV-X1100CW are comparable units, and both are very capable. The Kubota RTV-X1100CW with V5005 sander is the preferred option, it has a compatible sander that is designed for the unit and is the most competitively priced.

Proposal

Provide funding for the purchase of a Kubota RTV-X1100CW Utility Vehicle with a V5060 72" front snowplow, and a V5005 sander.

Request

Request \$39,331.20 for the purchase of the above proposal to be paid from CRRRF.

Motion

Move that the Board of Directors approve the allocation of \$39,331.20 from CRRRF for purchasing a UTV for snow removal.



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Board of Directors Approval

Approved: _____ Not Approved: _____ SVCA Board of Directors



Scholten's Equipment

8223 Guide Meridian Rd.
 Lynden WA 98264
 United States
 360.354.4071



Printed 2023-01-27

Quote

Page 1 of 1

Name/Company	Sudden Valley Community Association	Telephone	360-746-8440
Address	4 Clubhouse Circle	Account Manager	Mike Scholten
City/Town, State/Province	Bellingham, WA	Location	Lynden Kubota
Postal/Zip Code	98229	Quote No.	25637
		Quote Date	2023-01-27
		In Effect Until	2023-01-27

How did we get started 43 years ago? Hauling late model used equipment out of the Midwest. We put a 100hr. 90 day drivetrain warranty - money back guarantee on anything we sell over \$20K. We still do it today. Take the risk out of buying equipment. Let us do it for you and guarantee it.

Quantity	Description	Price \$
Sales Items		
- New - Kubota RTV-X1100CW Utility Vehicle		
Stock No.: 4364870		
1	RTV-X1100CWL-H Utility Vehicle - Work Site - Orange, with HDWS Tires and Spray-On Bedliner	26179.30
1	V5060 72" XTRA Duty Front Blade Electro-hydraulic lift and angle. Complete kit.	5457.43
1	V5005 Cargo Box Spreader 11 cu. ft. capacity.	5447.33
Sub-Total		\$37,084.06
	Factory Freight	1300.00
	Set Up	950.00
Sub-Total		\$39,334.06
Sale Items Subtotal		\$39,334.06
Total Price of Sale Items		\$39,334.06
		Discount (\$3,184.06)
		Balance \$36,150.00
Tax %		\$3,181.20
		Contract Amount \$39,331.20

Account Manager _____ Accepted by _____

Mike Scholten
 Email: mikejscholten@gmail.com

This Quote does not include delivery. (unless noted otherwise)

CQ

10 CUBIC FOOT CARGO BOX SALT/SAND SPREADER

Sep 20, 2017, 17:21 PM

[Leave a comment](#)

Attachment Name : 10 Cubic Foot Cargo Box Salt/Sand Spreader

V5005



Quote Id: 28132559

Prepared For:

Mike Brock

Prepared By: **Levi Keogh**

Pape Machinery, Inc.
830 Evergreen Street
Lynden, WA 98264

Tel: 360-354-2186

Fax: 360-354-3130

Email: lkeogh@papemachinery.com

Quote Summary

Prepared For:
Mike Brock
WA

Prepared By:
Levi Keogh
Pape Machinery, Inc.
830 Evergreen Street
Lynden, WA 98264
Phone: 360-354-2186
lkeogh@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Id: 28132559
Created On: 27 January 2023
Last Modified On: 31 January 2023
Expiration Date: 03 February 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™HPX615E (Model Year 2023)	\$ 27,977.01 X	1 =	\$ 27,977.01
Western Plow 6' straight plow	\$ 4,785.60 X	1 =	\$ 4,785.60
WESTERN STRIKER STAINLESS STEEL HOPPER SPREADER	\$ 5,885.40 X	1 =	\$ 5,885.40
Equipment Total			\$ 38,648.01

Quote Summary

Equipment Total	\$ 38,648.01
SubTotal	\$ 38,648.01
Sales Tax - (8.80%)	\$ 3,401.02
Total	\$ 42,049.03
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 42,049.03

Salesperson : X _____

Accepted By : X _____

Quote Id: 28132559

JOHN DEERE GATOR™HPX615E (Model Year 2023)

Hours:

Stock Number:

Code	Description	Qty
57G8M	GATOR™HPX615E (Model Year 2023)	1
Standard Options - Per Unit		
001A	US/Canada	1
0505	Build To Order	1
1012	High-Performance All-Terrain (HPAT) Tires	1
2007	Standard Bench Seat - Black	1
2350	Park Position in Transmission	1
3003	Cargo Box with Spray In Liner, Brake and Tail Lights	1
3100	Cargo Box Power Lift	1
4004	Deluxe Cab Frame/Including Glass Windshield with Wiper, Electrical Kit, Rear Window and Nets	1
4049	Less Black Poly Roof	1
4201	Front Brush Guard	1
Dealer Attachments		
BM23505	Glass Rear Window Kit - Deluxe Cab	1
BUC10217	Deluxe Cab Frame	1
BM25611	Glass Door Kit - Deluxe Cab	1
BM23507	Glass Windshield with Wiper - Deluxe Cab	1
BM23608	Cab Heater	1
VGB10544	Heavy-Duty Front Suspension	1
BUC10681	WARN VRX 3500 lb Winch	1
BUC10695	Winch Kit, Receiver Mount 3500 lb	1
Other Charges		
	Freight	1

Western Plow 6' straight plow

Quote Id: 28132559

Hours: 0

Stock Number:

Code	Description	Qty
0000	6'0 Straight plow	1

WESTERN STRIKER STAINLESS STEEL HOPPER SPREADER

Equipment Notes:

Hours: 0

Stock Number:

Code	Description	Qty
98805	The Striker™ 0.35 cu yd stainless steel hopper spreader delivers reliable, low-maintenance performance with more control.	1

Other Charges

Setup	1
-------	---



JDLink Account Setup Form

THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

JDLink Admin Information

First Name

Last Name

E-mail Address

Ask customer if they have an existing MyJohnDeere/JDLink Account

Sales Admin Initials

MJD/JDLink Username

Opt Out of Active Data Monitoring

Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.

By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.

Signature

Date

SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK.

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. Taxes. Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. Delivery. Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. Transportation and Claims. Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. Payment and Security. Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. Buyer to Furnish. Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. Laws Governing. All orders will be governed by the laws of the State of Oregon.

7. Assignment. The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. Limitations of Warranties. If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. Rental Purchase Option. If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. Notice. This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. Attorneys Fees. In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. Entire Agreement. The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.

Notice: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.



Product Quotation

Quotation Number: 37451D037826

Date: 2023-03-17 13:40:47

Ship to	Bobcat Dealer	Bill To
Bobcat of Bellingham Attn: Bobcat 1460 Slater Rd Ferndale, WA 98248	Bobcat of Bellingham, Ferndale, WA 1460 SLATER RD FERNDALE WA 98248 Phone: 360-778-3511 Fax: ----- Contact: Link Anderson Phone: 360-778-3511 Cellular: 360-220-9404 E Mail: sales@BobcatofBellingham.com	Bobcat of Bellingham Attn: Bobcat 1460 Slater Rd Ferndale, WA 98248

Description	Part No	Qty	Price Ea.	Total
Bobcat UW56	M1225	1	\$66,582.00	\$66,582.00
Deluxe Road Package	M1225-P01-C01	1	\$2,895.00	\$2,895.00
Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights				
High Flow Package	M1225-R03-C02	1	\$1,736.00	\$1,736.00
Attachment Control	M1225-R08-C02	1	\$236.00	\$236.00
Power Bob-Tach	M1225-R14-C03	1	\$1,099.00	\$1,099.00
Radio Option	M1225-R15-C02	1	\$533.00	\$533.00
Traction Control	M1225-R16-C02	1	\$545.00	\$545.00
			Total for this Machine	\$73,626.00
Description	Part No	Qty	Price Ea.	Total
SP13 Sand and Salt Spreader	7453395	1	\$6,032.00	\$6,032.00
86" Snow Blade - Heavy Duty	7207861	1	\$4,725.00	\$4,725.00
			Total for these items	\$10,757.00

Total of Items Quoted	\$84,383.00
Dealer P.D.I.	\$300.00
Freight Charges	\$1,719.00
Dealer Assembly Charges	\$488.75
Other Charges: Material and Logistics	\$5,731.00
Discount Bobcat Discount	(\$14,407.82)
Sales total before Taxes	\$78,213.93
Taxes: Sales Tax	\$6,804.61
Quote Total - US dollars	\$85,018.54

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____ Date: _____



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: April 27th, 2023
Subject: Capital Request – 2023 On-Call Engineering Services

Purpose

To request funding approval for On-Call Engineering Services from the 2023 Capital Road Budget.

Background

The request will provide funding for On-Call Engineering Services to address emergent issues related to roadway and drainage infrastructure.

Analysis

This request will allow rapid response to unanticipated damage or issues that arise outside of the planned capital improvements. Services provided from these funds may include but are not limited to technical evaluations, preliminary engineering, and permitting support for unplanned projects that arise. Based on the age of SVCA's infrastructure emergent issues are anticipated to occur on occasion.

Proposal

Authorize \$40,000.00 from Roads for On-Call Engineering Services in 2023.

Request

Request \$40,000.00 from Roads for On-Call Engineering Services.

Motion 1

Move that the Board of Directors approve the allocation of \$40,000.00 from Roads for On-Call Engineering Services in 2023.



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Board of Directors Approval

Motion 1

Approved: _____ Not Approved: _____ SVCA Board of Directors



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors

From: Jo Anne Jensen, General Manager

Date: April 27th, 2023

Subject: Capital Request – Change Order to Project 9923.08

Purpose

To request additional funding for Capital Project 9923.08.

Background

SVCA entered into a contract with Impact Design under Capital Code 9923.1 for developing a new 10-year capital improvement plan. This plan reviews SVCA's roads and drainage infrastructure. Prior to this project starting the culverts needed to be cleaned for evaluation. SVCA entered into contract with Stremler Gravel under Capital Code 9923.08 for cleaning the culverts.

Analysis

Stremler Gravel, along with SVCA's maintenance department, has completed the cleaning of all SVCA culverts. During this process, 53 additional culverts were found that previously weren't mapped in SVCA's records based on the 2014 Culvert Condition inventory completed by Wilson Engineering. When the new capital plan is complete, SVCA will now have over 300 mapped culverts.

Per PNW's memo dated 4-20-23, additional improvements are required at the cleaned culverts to provide positive drainage, reference attachment. It is recommended that a change order be issued to Stremler Gravel to continue their contract.

SVCA's 2023 budget included the following items:

- \$85,000.00 for Fast Response for Unforeseen Drainage Issues.
- \$106,205.00 for replacement of Culvert 432. This project is on hold until the new 10-year capital plan is completed.
- The above 2-line items total \$191,205.00 leaving a balance of \$20,395.77. This balance is proposed to come from the \$750,000 line item for Road Reconstruction and Drainage.



Sudden Valley Community Association

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

Proposal

Authorize additional funds from Roads for continued drainage improvements under Capital Code 9923.08.

Request

Request \$211,600.77 from Roads to increase the project funds of Capital Code 9923.08.

Request a contract change order increase to Stremmer Gravel's contract under Capital Code 9923.08 in the amount of \$184,264.34.

Motion 1

Move that the Board of Directors approve the allocation of \$211,600.77 from Roads for Capital Code 9923.08.

Motion 2

Move that the Board of Directors authorize a contract change order addition to Stremmer Gravel's existing contract under Capital Code 9923.08 in the amount of \$184,264.34.

Board of Directors Approval

Motion 1

Approved: _____ Not Approved: _____ SVCA Board of Directors

Motion 2

Approved: _____ Not Approved: _____ SVCA Board of Directors



April 20, 2023

RE: Sudden Valley Community Association (SVCA)
Change Order Budget – Stremler Gravel
Capital Code: 9923.08

On 2-9-23 SVCA approved culvert cleaning to begin under Capital Project 9923.08. Culvert cleaning was completed on 4-18-23 by Stremler Gravel and SVCA's maintenance staff. During cleaning, an additional 53 unmapped culverts were located when compared to the 2014 Culvert Condition Inventory completed by Wilson Engineering. With these additions, SVCA now has over 300 documented culverts as part of the infrastructure. Most of the unmarked culverts were buried and found by reviewing drainage paths. This generally meant if a low point existed in the road with nowhere for the water to go a culvert existed.

With culvert cleaning completed, Schedule B of Stremler's contract is underway providing positive drainage at the culvert ends. Over 40% of the culverts cleaned were buried with some buried up to 3' below existing grade. Most of these culverts require ditching for 10' to 50' at the inlet and outlet to provide positive drainage. The reference to positive drainage includes 2 parts:

1. Provides a path for water to get to the culvert inlet. Cleaning the culverts created a hole to expose the inlet of the culvert for about a 2' - 3' diameter. To avoid material filling this back in, the ditches are cleaned back 10' to 50' and armored. This process protects the culverts from filling back in and channels the water appropriately to the culvert.
2. Provides a path for water to exit the culvert outlet. With nowhere for the water to exit, the culverts remain full of standing water at both ends. The majority of SVCA's culverts are on slopes, and while many outlets are blocked, they only need to be ditched for 10' to 50'. As the grade naturally falls away from the culvert, ditching occurs until the culvert outlet catches (bottom of culvert elevation matches or is above the ditch elevation so water can flow). This area is then armored to protect from erosion, and when completed the culvert can properly convey water as designed.

Schedule B to Stremler's contract was intended to support the cleaning operation as necessary to be successful. The capital request approved to create code 9923.08 identified additional funds would be required for ditching and culvert improvements once cleaning was completed. With the culverts located, we know about 40% of the culverts require additional support based on review of Gates 5, 9, and 13. Gates 1, 2, and 3 culverts all appear to be similar with additional ditching needed to provide positive drainage. This equates to about 80 culvert locations needing additional work to provide positive drainage. A full analysis of these 3 gates hasn't been completed yet. On average it takes approximately 3-4 hours to achieve positive drainage at each location. This includes ditching, armoring, and cleanup. The time at each location varies depending on the length of ditching, and utilities. A substantial amount of SVCA's ditches contain utilities with some conflicting with ditching or require hydrovac excavation to work around. The utility conflict is unknown at each location until locates are called in. The depth of



utilities varies substantially from a few inches to a few feet with no predictability between locations.

The utility conflict issue was encountered during the 2022 NOA project and is very evident with the positive drainage work completed by Stremler to date. Continuing to perform these improvements under a time and materials contract is beneficial for SVCA as it is the fairest method for both contractor and SVCA to get the work completed. The contractors aren't inflating their prices to work around potential utility conflicts, and the contractors aren't seeking delay costs. Prior to Stremler being awarded the culvert cleaning contract the project was put out to bid. The bid was a time and materials contract with established quantities. SVCA received 5 bids, and Stremler had the most competitive rates. This bidding process was completed in February, so it is current.

PNW is recommending SVCA issue a change order to Stremler to continue with providing positive drainage at all culverts cleaned. The following is an estimate for the proposed work to be completed beyond what their current contract will cover:

Change Order Budget					
1.	Vactor Truck – Utility Conflicts	60	HRS	\$227.25	\$13,635.00
2.	Foreman w/ Tool Truck	240	HRS	\$75.00	\$18,000.00
3.	Excavator – 8,000LB Size	200	HRS	\$45.00	\$9,000.00
4.	Excavator – 18,000LB Size	40	HRS	\$60.00	\$2,400.00
5.	Operator	240	HRS	\$65.00	\$15,600.00
6.	Laborer	240	HRS	\$55.00	\$13,200.00
7.	Traffic Spotter	200	HRS	\$65.00	\$13,000.00
8.	Flagger	80	HRS	\$65.00	\$5,200.00
9.	Operated Solo Dump Truck	240	HRS	\$145.00	\$34,800.00
10.	Onsite SVCA Equipment Moving – Operated Truck & Trailer	80	HRS	\$165.00	\$13,200.00
11.	Offsite Disposal via Truck & Trailer	750	TCY	\$17.25	\$12,937.50
12.	Operated Loader/Excavator – Load Offsite Disposal	40	HRS	\$80.00	\$3,200.00
13.	Traffic Control Devices	1	LS	\$500.00	\$500.00
14.	Materials	1	EST.	\$15,000.00	\$15,000.00
	Subtotal				\$169,672.50
	WSST @ 8.6%				\$14,591.84
	Total w/ WSST				\$184,264.34
	Oversight Management				
	Additional layout and oversight of work by PNW Services, Inc.	60	HRS	\$135.00	\$8,100.00



	Assumes 2 hours per day average at 30 days.				
	Total				\$192,364.34
	10% Contingency Allowance				\$19,236.43
	Total with Contingency				\$211,600.77

Please let me know if you have any questions or require additional information.

Sincerely,

Tyler Andrews
President

Example of pipe buried and uncovered/cleaned by vector truck



Example of buried outlet with ditching and armoring.



Example of utility conflict in ditch to work around.
Utility company has been notified and is relocating.





Sudden Valley Community Association

360-734-6430

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: April 27, 2023
Subject: Approval Request – 2023 Pool Fees

Purpose

To request approval for changes to the pool use fees for guests and non-residents.

Background

A comparison of current pool use fees shows that SVCA’s proposed fees are comparable to fees charged by other pools in the area. This increase will not affect members since members are not charged to use the pools.

Analysis

Use fees within Whatcom County for public access pools are summarized below.

Pool	Options Offered	Cost
YMCA (indoor - Open all year)	Day Pass	\$10
	Teen - Month/Year Pass	\$25/\$285
	Youth - Month/Year Pass	\$20/\$228
	Adult - Month/Year Pass	\$51/\$581
	Family - Month/Year Pass	\$88/\$1003
WWU (Indoor - Open all year to faculty, staff, students, & Alumni only)	Youth - Day Pass	\$4
	Teen - Day Pass	\$6
	Adult - Day Pass	\$9
Arne Hanna (Indoor - Open all year)	Day Pass	\$8
	Youth - 10 Visit/3 Mth/Year	\$45/\$150/\$500
	Adult - 10 Visit/3 Mth/Year	\$54/\$180/\$600
	Senior - 10 Visit/3 Mth/Year	\$45/\$150/\$500
	Family - 10 Visit/3 Mth/Year	\$135/\$450/\$1,500

Proposal

The table below shows the current and proposed pool use fees for 2023. The proposed increase averages about 15% but the amounts have been rounded to the nearest \$.25.

Request

Request that the board approve the proposed pool use fee schedule.

Motion

Move that the SVCA Board of Directors approve the proposed 2023 Pool Use Fees Schedule.



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Approval

Approved: _____ Not Approved: _____ SVCA Board of Directors

	CURRENT FEES			PROPOSED FEES (+ 15%)		
Main Pool Fees	Members	Guests of Members	Public	Members	Guests of Members	Public
Daily Use - Child (5 and under)		free	free		free	free
Daily Use - Child (6-17)	*Included with Special Assessment	\$ 5.00	\$ 5.00	*Included with Special Assessment	\$ 5.75	\$ 5.75
Daily Use - Adult (18+)		\$ 8.00	\$ 8.00		\$ 9.25	\$ 9.25
Daily Use - Senior (62+)		\$ 7.50	\$ 7.50		\$ 8.75	\$ 8.75
Daily Use - Family (Max. 6 persons)		\$ 25.00	\$ 25.00		\$ 28.75	\$ 28.75
Monthly Membership - Child (5 and under)		free	free		free	free
Monthly Membership - Child (12-17)	*Included with Special Assessment	\$ 30.00	\$ 40.00	*Included with Special Assessment	\$ 34.50	\$ 46.00
Monthly Membership - Adult (18+)		\$ 40.00	\$ 50.00		\$ 46.00	\$ 57.50
Monthly Membership - Senior (62+)		\$ 35.00	\$ 45.00		\$ 40.25	\$ 51.75
Monthly Membership - Family (Max. 6 persons)		\$ 120.00	\$ 130.00		\$ 138.00	\$ 149.50
Season Pass - Child (5 and under)		free	free		free	free
Season Pass - Child (12-17)	*Included with Special Assessment	\$ 66.00	\$ 82.50	*Included with Special Assessment	\$ 76.00	\$ 95.00
Season Pass - Adult (18+)		\$ 88.00	\$ 110.00		\$ 101.25	\$ 126.50
Season Pass - Senior (62+)		\$ 77.00	\$ 96.25		\$ 88.50	\$ 110.75
Season Pass - Family (Max. 6 persons)		\$ 304.00	\$ 380.00		\$ 349.75	\$ 437.00
Monthly Pass - Dual Fitness Center & Main Pool	*Included with Special Assessment	\$ 64.00	\$ 80.00	*Included with Special Assessment	\$ 73.75	\$ 92.00
Fines for Violation of Rules - 1st Offense	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Fines for Violation of Rules - 2nd Offense	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Quiet Pool Fees						
Daily Use - Child (5 and under)		free			free	
Daily Use - Child (6-17)	*Included with Special Assessment	\$ 5.00	Not Available	*Included with Special Assessment	\$ 5.75	Not Available
Daily Use - Adult (18+)		\$ 8.00			\$ 9.25	
Daily Use - Senior (62+)		\$ 7.50			\$ 8.75	
Fines for Violation of Rules - 1st Offense		\$ 25.00			\$ 25.00	
Fines for Violation of Rules - 2nd Offense		\$ 50.00			\$ 50.00	
Private Party for Pools						
Main Pool Non-Exclusive Reservation (2 hr duration) <i>Requires 2 weeks notice. Is not for exclusive use of pool. Up to 25 persons in total. Holidays not available. Reservations granted on a first come first served basis.</i>	\$ 150.00		\$ 150.00	\$ 175.00		\$ 175.00
Quiet Pool Exclusive Reservation (2 hr duration) <i>For exclusive use of pool. Up to 30 persons in total. No reservations on holidays. Reservations granted on a first come first served basis. Only available on Tuesday & Saturday between 5-7:30 PM</i>	\$ 75.00		Not Available	\$ 86.25		Not Available