

Sudden Valley Community Association

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

Board of Directors Regular Meeting

July 13th, 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

Minutes – April 13, 2023

Minutes – May 11, 2023

Minutes – May 25, 2023

Minutes – June 8, 2023

Item 3) Announcements

Item 4) Property Owner Comments – 15 Minutes Total

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

Item 5) General Manager's Report

Item 6) Financial Report

April Financials

Item 7) Continuing Business

7a. Capital Request - Contract Approval, Irrigation System Pump Controller

Item 8) New Business

8a. Approval Request – Water Aerobics Fees

8b. Approval Request – Miscellaneous Fees

8c. 50th Anniversary Committee – New Appointments

Adjournment



REGULAR SESSION OF THE BOARD OF DIRECTORS

April 13, 2023 Minutes

DATE AND LOCATION: Thursday, April 13, Dance Barn

CALLED TO ORDER AT: 7:05 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. Mike Wadsworth |
| 3. Sonia Voldt | 6. Asia Andrade | 9. Taimi Van de Polder | |

ATTENDING:

Staff Members: Jo Anne Jensen, General Manager

Call to Order

President Tischleder Called the meeting to order at 7:00pm. Land Acknowledgement and Anti-Racism Statement.

1. Adoption of Agenda

President Tischleder moves to amend the agenda to remove approval of minutes, made motion to adopt agenda, Amended, removed Capital Request regarding golf course irrigation, item 6B.

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

2. Consent Agenda

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

3. Announcements

4. Property Owner Comments

Property owners made comments.

5. General Manager Report

6. New Business

6a. <u>Monthly Metrics</u> – Discussion about the GM presenting Monthly Metrics to the Board of Directors.

6b. Capital Request - Playgrounds ADA Compliance

<u>Motion 1</u>-Move that the Board of Directors approve contract award to Premium Services for the 2023 Playground ADA Improvements per their proposal dated 4-7-23.

| Motion By: Director Tischleder | | Seconded By: Director Vold | |
|--------------------------------|---------------|----------------------------|--|
| Approved: X | Not Approved: | Tabled: Died: | |
| In Favor: unanimous | Against : | Abstained | |

<u>Motion 2</u>-Move that the Board of Directors approve the Recreation Corridor Park in the amount of \$68,248.71 creating a project credit of \$9,783.89.

| Motion By: Director Tischleder | | Seconded By: Director Vold | |
|--------------------------------|---------------|----------------------------|--|
| Approved: X | Not Approved: | Tabled: Died: | |
| In Favor: unanimous | Against : | Abstained | |

<u>Motion 3</u>-Move that the Board of Directors approve the Recreation Corridor Park and Gate 5 Playground in the amount of \$107,867.08. A change order is issued from CRRRF to cover \$29,834.48 in additional project funds.

| Motion By: Director Tischleder | | Seconded By: Director Vold | |
|--------------------------------|---------------|----------------------------|--|
| Approved: X | Not Approved: | Tabled: Died: | |
| In Favor: unanimous | Against: | Abstained | |

6c. Capital Request - Culvert 315 Award of Contract

<u>Motion 1</u>: Move that the Board of Directs approve contract award to Premium Services for replacement of Culvert C315 per Schedule A of their proposal dated 4-7-23. cover \$29,834.48 in additional project funds.

| Motion By: Director Tischleder | | Seconded By: Director Vold | |
|--------------------------------|---------------|----------------------------|--|
| Approved: X | Not Approved: | Tabled: Died: | |
| In Favor: unanimous | Against: | Abstained | |

Motion 2: Move that the Board of Directors approve the allocation of \$166,914.68 from Roads.

| Motion By: Director Tischleder | | Seconded By: Director Vold | |
|--------------------------------|---------------|----------------------------|--|
| Approved: | Not Approved: | Tabled: Died: | |
| In Favor: unanimous | Against: | Abstained | |

<u>Motion 3</u>: Move to approve Stormwater Culvert 182 in the amount of \$15,125.33 and Culvert 315 in the amount of \$314,700.46 for repairs in 2021.

| Motion By: Director Tischleder | | Seconded By: Director Vold | |
|--------------------------------|---------------|----------------------------|-------|
| Approved: X | Not Approved: | Tabled: | Died: |
| In Favor: unanimous | Against: | Abstained | |

6d. Capital Request – Firewise

Move that an allocation of not to exceed \$ 31,600 be made from UDR to cover the costs of Firewise, as proposed, in 2023.

| Motion By: Director Tischleder | | Seconded By: Director Vold | |
|--------------------------------|---------------|----------------------------|--|
| Approved: X | Not Approved: | Tabled: Died: | |
| In Favor: unanimous | Against: | Abstained | |

<u>6e. Approval Request – Pool Services Agreement</u>

Move that the SVCA Board of Directors approve the 2023 pool services agreement with Cesco

| Motion By: Director Tischleder | | Seconded By: Director Vold | |
|--------------------------------|---------------|----------------------------|--|
| Approved: X | Not Approved: | Tabled: Died: | |
| In Favor: unanimous | Against: | Abstained | |

6f. Capital Request - Welcome Center HVAC

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

| Motion By: Director Tischleder | | Seconded By: Director Vold | |
|--------------------------------|---------------|----------------------------|-------|
| Approved: X | Not Approved: | Tabled: | Died: |
| In Favor: 8 | Against: | Abstained 1 | |
| | | Director Van de | |
| | | Polder | |

7. Closed Session

Adjourned





REGULAR SESSION OF THE BOARD OF DIRECTORS

May 11, 2023 Minutes

DATE AND LOCATION: Thursday, May 11, 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 Via Zoom | 5. Nancy Alyanak | 8. Stu Mitchell | 11. Mike Wadsworth |
| 3. Sonia Voldt | 6. Asia Andrade | 9. Taimi Van de Polder | |

ATTENDING:

Staff Members: Jo Anne Jensen, General Manager

Call to Order

President Tischleder Called the meeting to order at 7:00pm. Land Acknowledgement and Anti-Racism Statement.

1. Adoption of Agenda

President Tischleder moves to amend the agenda to add Item 2B, N&E Manual revisions to the agenda, added member comments section.

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

2. Consent Agenda

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

3. Announcements

Openings for several committees. Tree removal process review.

4. Property Owner Comments

Property owners made comments.

5. General Manager Report

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

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6. Continuing Business

<u>6a Capital Request – Change Order for Capital Project 9723.08.</u>

Move that the Sudden Valley board of directors approve a change order in the amount of \$5701.50 to the current contract with Marrs Heating and Air Conditioning for the installation of the HVAC system in the Welcome Center.

| Motion By: Director Tischleder | | Seconded By: Director Bradley | |
|--------------------------------|---------------|-------------------------------|-------|
| Approved: X | Not Approved: | Tabled: | Died: |
| In Favor: | Against: 1 | Abstained | |

6b Capital Request-Golf Course Irrigation System Panel

Move that the Sudden Valley board directors approve not to exceed amount of \$44,981.46 from the CRRRF funds previously allocated for the maintenance of the Turf Care building for the purchase and installation of a new PLC for the golf course irrigation system.

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

<u>6c Capital Request-2023 Roads Project-Street Signs</u>

Move that the board of directors approve the allocation of \$31,084.16 from the roads reserve fund for replacement of street signs and authorize the maintenance manager to purchase materials as proposed above.

| Motion By: Director Tischleder | | Seconded By: Director | |
|--------------------------------|---------------|-----------------------|-------|
| Approved: X | Not Approved: | Tabled: | Died: |
| In Favor: 9 | Against: | Abstained | |

6d Capital Request-2023 Roads Project-Pavement Marking Installation

Move that the Board of Directors approve the allocation of \$39,321.29 from Roads for pavement marking installation project approval.

| Motion By: Director Tischleder | | Seconded By: Director | |
|--------------------------------|---------------|-----------------------|-------|
| Approved: X | Not Approved: | Tabled: | Died: |
| In Favor: 9 | Against: | Abstained | |

6e Capital Request-2023 Roads Project-Asphalt Repairs

Move that the Board of Directors approve the allocation of \$397,155.10 from Roads for asphalt repairs project approval.

| Motion By: Director Tischleder | | Seconded By: Director | |
|--------------------------------|---------------|-----------------------|-------|
| Approved: X | Not Approved: | Tabled: | Died: |
| In Favor: 9 | Against: | Abstained | |

6f Resolution to Establish the Parks and Trails Committee

Move that the Board of Directors approve the resolution to establish the Sudden Valley Community Association Parks, Trails and Rec Committee in 2023.

| Motion By: Director Tischleder | | Seconded By: Director Bradley | | |
|--------------------------------|---------------------|-------------------------------|-------|--|
| Approved | Not Approved: X | Tabled: | Died: | |
| In Favor: 4 | Against: 5 | Abstained | | |
| Director Andrade | Director Tischleder | | | |
| Director Bradley | Director Cope | | | |
| Director Mitchell | Director Shahan | | | |
| Director Van de Polder | Director Voldt | | | |
| | Director Alyanak | | | |

7. Board voted to move into closed session
Board voted to move into open session

Adjourned 09:40pm





REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday May 25th, 2023 Minutes

DATE AND LOCATION: Thursday, May 25th Dance Barn

CALLED TO ORDER AT: 7:03 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. Mike Wadsworth- Absent |
| 3. Sonia Voldt | 6. Asia Andrade- Excused | 9. Taimi Van de Polder | |

ATTENDING:

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

Call to Order

President Tischleder Called the meeting to order at 7:00pm. Land Acknowledgement and Anti-Racism Statement.

1. Adoption of Agenda

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

2. Announcements

3. Property Owner Comments

Property owners made comments.

4. Financial Report

Joel Heverling reported on March 2023 financials.

5. New Business

5a Approval Request-50th Committee Members and Co-Chair appointments.

Approve Kolleen Mitchell and Liz Vidal as Committee Members and appoint Director Voldt to the Committee

| Motion By: Director Cope | | Seconded By: | |
|--------------------------|---------------|--------------|-------|
| Approved: X | Not Approved: | Tabled: | Died: |
| In Favor: | Against: | Abstained | |

8

5b Approval Request-Emergency Preparedness Committee Charter

Make a motion whether SVCA Board of Directors would move forward with preparing a charter for an EPC committee.

| Motion By: Director Tischleder | | Seconded By: | |
|---|---|--------------|-------|
| Approved: | Not Approved: X | Tabled: | Died: |
| In Favor: Director Bradley Director Van de Polder | Against: Director Tischleder Director Cope Director Shahan Director Voldt Director Alyanak Director Mitchell Director Andrade | Abstained | |

5c Capital Requests

5ci- Area Z Tall Barn Refurbishment

Move that the Board of Directors approve the allocation of \$59,475.20 from CRRRF for the Area Z Tall Barn refurbishment project.

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

<u>5cii- Area Z Tall Barn Refurbishment-Contract Award to Cool Runnings.</u>

The Board of Directors authorizes General Manager, Jo Anne Jensen to execute a Sudden Valley standard construction contract awarding this project to Cool Runnings Construction in the not to exceed amount of \$55,060.20.

| Motion By: Director Tischleder Seconded By: | | | | |
|---|---------------|--------------|-------|--|
| iviolion by: Director II | schieder | Seconded by: | | |
| Approved: X | Not Approved: | Tabled: | Died: | |
| In Favor: Unanimous | Against: | Abstained | | |

5ciii Marina Boat Launch

Move that the Board of Directors approves the allocation of \$212,890.97 from CRRRF for capital code 9719.20.

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

5civ Main Pool Furniture

Move that the SVCA Board of Directors approve \$10,500 (recommended purchase amount with 10% contingency) from CRRRF for the purchase of pool furniture/equipment.

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

Adjourned 09:40 PM



REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday June 8, 2023 Minutes

DATE AND LOCATION: Thursday, June 8th, 2023 Dance Barn

CALLED TO ORDER AT: 7:00 pm. **AUDIENCE MEMBERS**: Not Recorded

BOARD MEMBERS PRESENT:

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

ATTENDING:

Staff Members: Jo Anne Jensen, General Manager

Call to Order

President Tischleder Called the meeting to order at 7:03pm. Land Acknowledgement and Anti-Racism Statement.

1. Adoption of Amended Agenda

Motion made to adopt amended agenda.

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

2. Announcements

3. Property Owner Comments

Property owners made comments.

4. General Manager's Report

5. New Business

6a. Approval of 50th Anniversary Committee Member.

Approved Chris Weitzel as a member of the 50th Anniversary Committee.

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

6b Capital Requests- 2023 Street Pavement Markings

Move that the Board of Directors approve contract award to Kamps Painting in the amount of \$26,473.20

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

<u>6c- Approval Request-Reallocation of CRRF Funds</u>

Move that the Board of Directors approve the reallocation of \$7,518.43 from Capital Code 9923.42 back into the Roads reserve fund.

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

6d Capital Request-WRS Contract

Move that the Board of Directors approve contract award to WRS in the amount of \$207,300.31.

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

<u>6e Capital Request-Additional Funds for WRS Contract</u>

Move that the Board of Directors approve an additional funds allowance to the WRS contract in the amount of \$51,825.08.

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

6f Capital Request-Approve WRS Contract

Move that the Board of Directors award contract to WRS in the amount of \$21,962.72 under existing Capital Code 9921.03.

| 0 1 | | | | | | | | | | | |
|-------------------------|---------------|-------------------------------------|-------|--|--|--|--|--|--|--|--|
| Motion By: Director Tis | schleder | Seconded By: Director Van de Polder | | | | | | | | | |
| Approved: X | Not Approved: | Tabled: | Died: | | | | | | | | |
| In Favor: Unanimous | Against: | Abstained | | | | | | | | | |

6g-Approval Request-Reallocation of Funds

Move that the Board of Directors approve the reallocation of \$101,419.71 from Capital Code 9923.42 to the Roads fund.

| Motion By: Director Tis | schleder | Seconded By: | | | | | | | |
|-------------------------|---------------|--------------|-------|--|--|--|--|--|--|
| Approved: X | Not Approved: | Tabled: | Died: | | | | | | |
| In Favor: Unanimous | Against: | Abstained | | | | | | | |

Adjourned 7:39PM

Sudden Valley Community Association Balance Sheet April 30, 2023 and December 31, 2022

| OPERATIONS | <u>Unaudited**</u> <u>Apr 30, 2023</u> | Unaudited** Dec 31, 2022 | Inc / (Dec) |
|--|---|-----------------------------|-------------|
| Current Assets | | | |
| Operating Cash | \$ 591,451 | \$ 505,435 | \$ 86,016 |
| Building Completion Deposit Fund | 447,780 | 492,620 | (44,840) |
| Member Receivables - Operations* | | 46,750 | (46,750) |
| Other Receivables | 9.602 | 8,288 | 1,314 |
| Prepaid Expenses | 27,689 | 81,738 | (54,049) |
| Inventory | 6,464 | 6,200 | 264 |
| Total Current Assets | 1,082,986 | 1,141,031 | (58,045) |
| Current Liabilities | | | |
| Accounts Payable | (142,248) | (199,206) | 56,958 |
| Accrued Vacation Liability | (76,782) | (61,576) | (15,206) |
| Accrued Payroll | | (54,127) | 54,127 |
| Prepaid Assessments | (272,333) | (180,640) | (91,693) |
| Building Completion Deposits | (447,780) | (492,620) | 44,840 |
| Other Refundable Deposits | (5,471) | (4,916) | (555) |
| Prepaid Golf Memberships | - | (153,151) | 153,151 |
| Total Current Liabilities | (944,614) | (1,146,236) | 201,622 |
| Operating Reserve Funds | | | |
| Emergency Operating Cash | 361,215 | 361,096 | 119 |
| Undesignated Reserves Cash | 272,680 | 223,385 | 49,295 |
| Total Operating Reserve Funds | 633,895 | 584,481 | 49,414 |
| Net Operating Assets | \$ 772,267 | \$ 579,276 | \$ 192,991 |
| CAPITAL | | | |
| Capital Current Assets | | | |
| CRRRF (Capital Repair & Replacement) Cash Fund | 3,354,555 | 3,220,671 | 133,884 |
| Roads Reserve Cash Fund | 2,617,718 | 2,560,947 | 56,771 |
| Board Density Reduction Cash Fund | 87,552 | 87,552 | - |
| Mailbox Cash Fund | 109,417 | 101,061 | 8,356 |
| CRRRF Capital Reserve Holding Cash | 213,084 | 262,193 | (49,109) |
| Mitigation Assignment of Savings Cash | 44,589 | 44,545 | 44 |
| LWWSD Assignment of Savings Cash | 9,076 | 9,076 | - |
| Member Receivables - Capital** | - | 19,262 | (19,262) |
| Total Capital Current Assets | 6,435,991 | 6,305,307 | 130,684 |
| Capital Fixed Assets | | | |
| Fixed Assets | 14,599,493 | 14,411,718 | 187,775 |
| Lots Held for Sale | 204,809 | 204,809 | - |
| Total Capital Assets | 14,804,302 | 14,616,527 | 187,775 |
| Long Term Liabilities | | | |
| CRRRF Loan 2022 | (1,958,976) | (2,041,668) | 82,692 |
| Finance Leases | (146,722) | (166,357) | 19,635 |
| Total Long Term Liabilities | (2,105,697) | (2,208,025) | 102,328 |
| NET ASSETS | \$ 19,906,862 | \$ 19,293,085 | \$613,777 |
| MEMBER EQUITY | | | |
| Member Equity | | | |
| Current Year Net Income: Operations | 171,798 | (71,674) | 243,472 |
| Current Year Net Income: Rec Special Assmt | 23,162 | (2,572) | 25,734 |
| Net Transfers Out from Operations to Capital | - | (482,660) | |
| Current Year Net Income: Capital** | 468,005 | 1,638,930 | (1,170,925) |
| Net Transfers Into Capital from Operations | - | 482,660 | |
| Retained Earnings** | 4,994,161 | 5,068,407 | (74,246) |
| Capital** | 14,249,736 | 12,659,994 | 1,589,742 |
| TOTAL MEMBER EQUITY | \$ 19,906,862 | \$19,293,085 | \$613,777 |

^{*} 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 April 30, 2023, and December 31, 2022, the balances of receivables written off were \$753,219 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 | Cu | ırrent Month - April 2 | 2023 | Year to Date - 4 Months Ending 4/30/2023 | | | | | |
|--|--|--|-----------------------|--|---|--------------------|--|--|--|
| | 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 | 718,824 | | 923,376 | | | |
| Bad Debt Reserve | (4,421) | | (5,223) | (28,844) | | (26,914) | | | |
| Net Current Year Assessment Income | 175,287 | 4,883 | 225,621 | 689,980 | 8,366 96.0% | 896,462 | | | |
| Special Ops Assmt Income- Rec/ Pools/ Parks | | | | | | | | | |
| Dues & Assessments Income | 36,494 | | | 145,973 | | | | | |
| Bad Debt Reserve | (540) | | | (910) | | | | | |
| Net Special Ops Assmt Income | 35,954 | 1,482 | | 145,063 | 7,167 | | | | |
| Bad Debt Recoveries - Prior Years | | | 1,859 | | | 24,018 | | | |
| Golf Income | 79,294 | 14,954 | - | 378,756 | 8,421 | - | | | |
| Marina Income | 64,645 | 64,645 | - | 108,607 | (42,787) | - | | | |
| Rec Center & Pools Income | 265 | 173 | - | 526 | 159 | - | | | |
| Legal & Collections Income | - | - | - | - | - | - | | | |
| Other Income | 38,999 | 30,780 | - | 56,307 | 26,955 | - | | | |
| Rental Income - Other | 425 | 158 | - | 2,106 | 1,039 | - | | | |
| Area Z Rental Income | 4,314 | 2,314 | - | 10,316 | 2,316 | - | | | |
| Lease Income | 3,552 | 48 | - | 14,208 | 193 | - | | | |
| New Home Construction Fees | (2,400) | (2,400) | - | 1,100 | 1,100 | - | | | |
| Capital Gain (Loss) on Sale of Assets | - | - | - | - | - | - | | | |
| Investment Income | 66 | (21) | 769 | 277 | (73) | 3,025 | | | |
| Total Revenue | 400,401 | 117,016 | 228,249 | 1,407,246 | 12,856 | 923,505 | | | |
| EXPENSES | | | | | | | | | |
| Salaries & Benefits | 137,017 | 26,035 | _ | 564,202 | 125,388 | _ | | | |
| Contracted & Professional Services | 17,563 | (8,824) | _ | 73,265 | (28,303) | _ | | | |
| CC&Rs/ Mandates | 42,170 | (13,741) | _ | 152,715 | (38,999) | _ | | | |
| Maintenance & Landscaping | 43,596 | (7,374) | _ | 152,908 | 18,307 | _ | | | |
| Utilities | 27,948 | (9,387) | - | 72,670 | (14,370) | - | | | |
| Administrative | 9,878 | 5,967 | - | 49,120 | 1,401 | - | | | |
| Regulatory Compliance | 10,705 | (2,482) | - | 73,280 | (12,590) | - | | | |
| Insurance Premiums | 13,768 | (592) | - | 54,785 | (2,077) | - | | | |
| Other Expenses | - | 83 | - | - | 333 | - | | | |
| Depreciation Expense | - | - | 101,863 | - | - | 407,917 | | | |
| Interest expense | | - | 6,969 | | - | 28,321 | | | |
| Total Expenses | 302,645 | (10,315) | 108,832 | 1,192,945 | 49,090 | 436,238 | | | |
| Net Income (Loss) | 97,756 | 106,701 | 119,417 | 214,301 | 61,946 | 487,267 | | | |
| Net UDR Activity for Operations | | | | | | | | | |
| Firewise/Road Mowing/Clean Green Hazardous Tree Removal | (1,984) - | | | (1,984) | | | | | |
| Net Income (Loss) with Board Approved UDR | 95,772 | 106,701 | 119,417 | 212,317 | 61,946 | 487,267 | | | |
| Other Activity | | | | | | | | | |
| Net Other UDR Activity* | 4,535 | | | 44,599 | | | | | |
| AR Accrual - Prior Year Reversal | - | | - | (46,750) | | (19,262) | | | |
| AR Accrual - Current Year | - | | - | - | | - | | | |
| Vacation Liability Accrual | (10,160) | | | (15,206) | | | | | |
| Total Other Activity | (5,625) | | - | (17,357) | | (19,262) | | | |
| | | | | | | | | | |
| Grand Total Activity | 90,147 | 106,701 | 119,417 | 194,960 | 61,946 | 468,005 | | | |
| | | | | | | | | | |

^{*}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

4 Months Actual, 8 Months Projected

Net Available Cash 12/31/2022

Storm Water Mitigation Plan Fee

Net Available Cash at 4/30/2023

Outlook - 2023 Dues (95% collections)

Outlook - Prior Year Collections

CRRRF Loan Payments for year 2023

Net Usable Cash Balance 12/31/2023

Net Usable Cash 12/31/2023, After

Board Recommended Carryover Balance

Net Current Year Cash Increase (Decrease)

Obligated Expenses\Holdings

UNAUDITED

Dues Received

Sale of Assets Mitigation Release

8 Month Outlook

Recommendation

Investment Income

2023 Expenditures

Capital Reserve Funds Operating Reserve Funds CRRRF Capital Mitigation Reserve Holding **Board Density** Assignment of **Total Capital Total Operating** CRRRF Reduction Savings* Reserve Funds **Reserve Funds** Cash **Emergency Ops** Roads Mailbox UDR 3,220,671 2,560,947 262,193 87,552 101,061 53,621 6,286,045 361,096 223,385 \$ 584,481 448,025 461,110 8,324 917,459 50,475 50,475 1,578 1.291 79 32 44 3.024 119 81 200 (49,188)(770,537)(315,719)(405,630)(1,261)(1,261)213,084 6,435,991 361,215 272,680 633,895 3,354,555 2,617,718 87,552 109,417 53,665 1,754,560 857,104 881,552 15,904 13,589 13,977 13 252 27,831 23,694 23,694 (222,026) (222,026) (681,318) (974,892) (213,084)(53,665) (1,922,959) (36,853)(36,853)3,321,904 2,538,355 87,565 125,573 6,073,397 361.215 259.520 620.735 (600,000)(500,000)(1,100,000)2,721,904 2,038,355 \$ 125,573 4,973,397 361,215 \$ 259,520 620,735 87,565 101,233 (22,592)(262,193)13 24,512 (53,621) (212,648 119 36,135 36,254

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

Sudden Valley Community Association

Operations - By Department April 1, 2023 to April 30, 2023

CURRENT MONTH

| UNAUDITED | Actual | Revenue | Actual Salary | Salary & Benefits | Actual Other | Other Exp | Net Income / | Net |
|--|---------|---------|------------------|----------------------|-----------------|-----------|-----------------|----------|
| <u>Department</u> | Revenue | B / (W) | Benefits | B / (W) | Expense * | B / (W)* | (Loss) * | B / (W)* |
| ACC / Security | (2,100) | (3,017) | - | 6,962 | 40,158 | (13,810) | (42,258) | (9,865) |
| Accounting | 1,912 | (1,688) | 26,200 | (80) | 2,862 | (269) | (27,150) | (2,037) |
| Administration | 121 | (21) | 21,738 | 15,527 | 14,171 | (6,247) | (35,788) | 9,259 |
| Common Costs | 36,216 | 33,296 | - | - | 29,442 | (6,096) | 6,774 | 27,200 |
| Facilities | 7,216 | 2,464 | - | 3,673 | 19,883 | (3,865) | (12,667) | 2,272 |
| Maintenance | | (83) | 12,166 | 5,645 | 3,975 | 4,609 | (16,141) | 10,171 |
| Subtotal | 43,365 | 30,951 | 60,104 | 31,727 | 110,491 | (25,678) | (127,230) | 37,000 |
| Golf | 79,294 | 14,954 | 55,384 | (1,723) | 38,368 | (6,837) | (14,458) | 6,394 |
| Marina | 65,145 | 64,510 | - | - | 747 | 1,916 | 64,398 | 66,426 |
| Subtotal | 187,804 | 110,415 | 115,488 | 30,004 | 149,606 | (30,599) | (77,290) | 109,820 |
| Rec/ Pools/ Parks | | | | | | | | |
| Special Assmt Earned | 36,494 | | | | | | 36,494 | |
| Curr Yr Bad Debts Activity | (540) | | | | | | (540) | |
| Net Special Assmt Dues | 35,954 | 1,482 | | | | | 35,954 | 1,482 |
| Rec/ Pools/ Parks | 1,356 | 237 | 21,529 | (3,969) | 16,022 | (5,752) | (36,195) | (9,484) |
| Subtotal Rec/ Pools/ Parks | 37,310 | 1,719 | 21,529 | (3,969) | 16,022 | (5,752) | (241) | (8,002) |
| | | | | | | | | |
| Subtotal Operations before Ops Dues | 225,114 | 112,134 | 137,017 | 26,035 | 165,628 | (36,351) | (77,531) | 101,818 |
| Ops Dues Earned | 179,708 | | | | | | 179,708 | |
| Curr Yr Bad Debts Activity | (4,421) | | | | | | (4,421) | |
| Net Ops Dues | 175,287 | 4,883 | | | | | 175,287 | 4,883 |
| net ops bucs | 173,207 | 4,003 | | | | | 173,207 | 4,003 |
| Net Operations | 400,401 | 117,017 | 137,017 | 26,035 | 165,628 | (36,351) | 97,756 | 106,701 |
| Net BOD Approved UDR Activity for Operations | | | | | | | | |
| Firewise/Road Mowing/Clean Green | _ | | _ | | 1,984 | | (1,984) | |
| Hazardous Tree Removal | - | | - | | - | | - | |
| Net Operations with Board Approved UDR | 400,401 | 117,017 | 137,017 | 26,035 | 167,612 | (36,351) | 95,772 | 106,701 |
| Other Operating Activity | | | | | | | | |
| UDR Activity | 4,739 | | | | 204 | | 4,535 | |
| AR Accrual - Prior Year Reversal | 4,/39 | | | | 204 | | 4,333 | |
| AR Accrual - Current Year | - | | | | - | | • | |
| Vacation Liability Accrual | - | | | | 10,160 | | (10,160) | |
| • | 4,739 | | | | 10,160 | | | |
| Total Other Operating Activity | 4,739 | | | | 10,364 | | (5,625) | |
| Grand Total Operations Activity | 405,140 | 117,017 | 137,017 | 26,035 | 177,976 | (36,351) | 90,147 | 106,701 |

^{*} Excludes Depreciation

Whole \$

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

Sudden Valley Community Association

Whole \$

Operations - By Department January 1, 2023 to April 30, 2023

| <u>UNAUDITED</u> | Actual | Revenue | Actual Salary | Salary & Benefits | Actual Other | Other Exp | Net Income / | Net |
|--|-----------|----------|------------------|----------------------|-----------------|-----------|-----------------|----------|
| <u>Department</u> | Revenue | B / (W) | Benefits | B / (W) | Expense * | B / (W)* | (Loss) * | B / (W)* |
| ACC / Security | 2,400 | 983 | - | 30,963 | 150,703 | (45,278) | (148,303) | (13,332) |
| Accounting | 6,782 | (7,618) | 105,554 | 2,407 | 12,346 | (1,967) | (111,118) | (7,178) |
| Administration | 341 | (226) | 79,221 | 74,887 | 45,813 | (14,118) | (124,693) | 60,543 |
| Common Costs | 47,644 | 35,961 | - | - | 134,965 | (12,180) | (87,321) | 23,781 |
| Facilities | 21,924 | 2,916 | 7,364 | 7,719 | 70,766 | (11,699) | (56,206) | (1,064) |
| Maintenance | - | (333) | 77,690 | 4,745 | 33,115 | 24,314 | (110,805) | 28,726 |
| Subtotal | 79,091 | 31,683 | 269,829 | 120,721 | 447,708 | (60,928) | (638,446) | 91,476 |
| Golf | 378,756 | 8,421 | 205,004 | 10,651 | 137,267 | (10,014) | 36,485 | 9,058 |
| Marina | 109,107 | (43,556) | (1) | 1 | 5,988 | 2,695 | 103,120 | (40,860) |
| Subtotal | 566,954 | (3,452) | 474,832 | 131,373 | 590,963 | (68,247) | (498,841) | 59,674 |
| Rec/ Pools/ Parks | | | | | | | | |
| Special Assmt Earned | 145,973 | | | | | | 145,973 | |
| Curr Yr Bad Debts Activity | (910) | | | | | | (910) | |
| Net Special Assmt Dues | 145,063 | 7,167 | | | | • | 145,063 | 7,167 |
| Rec/ Pools/ Parks | 5,248 | 774 | 89,370 | (5,985) | 37,779 | (8,050) | (121,901) | (13,261) |
| Subtotal Rec/ Pools/ Parks | 150,311 | 7,941 | 89,370 | (5,985) | 37,779 | (8,050) | 23,162 | (6,094) |
| Subtotal Operations before Ops Dues | 717,265 | 4,489 | 564,202 | 125,388 | 628,742 | (76,297) | (475,679) | 53,580 |
| | | | | | | | | |
| Ops Dues Earned | 718,824 | | | | | | 718,824 | |
| Curr Yr Bad Debts Activity | (28,844) | | | | | - | (28,844) | |
| Net Ops Dues | 689,980 | 8,366 | | | | - | 689,980 | 8,366 |
| Net Operations | 1,407,245 | 12,855 | 564,202 | 125,388 | 628,742 | (76,297) | 214,301 | 61,946 |
| Net BOD Approved UDR Activity for Operations | | | | | | | | |
| Firewise/Road Mowing/Clean Green | - | | - | | 1,984 | | (1,984) | |
| Hazardous Tree Removal | - | | - | | - | | - | |
| Net Operations with Board Approved UDR | 1,407,245 | 12,855 | 564,202 | 125,388 | 630,726 | (76,297) | 212,317 | 61,946 |
| Other Operating Activity | | | | | | | | |
| UDR Activity | 47,980 | | | | 3,381 | | 44,599 | |
| AR Accrual - Prior Year Reversal | (46,750) | | | | - | | (46,750) | |
| AR Accrual - Current Year | (40,730) | | | | _ | | (-0,750) | |
| Vacation Liability Accrual | _ | | | | 15,206 | | (15,206) | |
| Total Other Operating Activity | 1,230 | | | | 18,587 | | (17,357) | |
| | | | | i | <u> </u> | • | | |
| Grand Total Operations Activity | 1,408,475 | 12,855 | 564,202 | 125,388 | 649,313 | (76,297) | 194,960 | 61,946 |

^{*} Excludes Depreciation

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

SUDDEN VALLEY COMMUNITY ASSOCIATION - LOTS & DUES ANALYSIS 2023

| | | | | | | | | | | | | | | | | | | | | | | | | | | S۱ | /CA Ov | vned Lo | ts | | | | |
|-----|--------|-----|-------|-----|---------|-------|-----|-----|-----|------|-----|-----|-----|--------------|-------|-------|-----|---------------------|-------|-----|-----|--------|-----|-------|-------|-------|--------|---------|-----|-----|----------------|-------------------------------|----------------------|
| | Actual | | | | ual Cur | rent | Di | ue | Dι | ie . | Dι | ıe | D | 4+ Mth ue | Pmt I | Plans | | al Prepa Current | t | | | urrent | | | | Restr | | | | | Dues Exempt | Total Non Billable Lots | Total All Lots |
| | Vac | Dev | Total | Vac | Dev | Total | Vac | Dev | Vac | Dev | Vac | Dev | Vac | Dev | Vac | Dev | Vac | | Total | Vac | | Total | Vac | | | | WD10 | Avail. | | | | | |
| 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 | 25 | 68 | 93 | 308 | 2,513 | 2,821 | 22 | 77 | 10 | 19 | 6 | 9 | 16 | 28 | 1 | 20 | 333 | 2,581 | 2,914 | 55 | 153 | 208 | 388 | 2,734 | 3,122 | 774 | 3 | 0 | 777 | 734 | 8 | 1,519 | 4,641 |
| Apr | 26 | 72 | 98 | 312 | 2,484 | 2,796 | 24 | 105 | 3 | 16 | 2 | 8 | 19 | 34 | 1 | 16 | 338 | 2,556 | 2,894 | 49 | 179 | 228 | 387 | 2,735 | 3,122 | 774 | 3 | 0 | 777 | 734 | 8 | 1,519 | 4,641 |
| May | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Jun | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Jul | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Aug | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sep | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Oct | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Nov | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dec | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

LLE = Lot Line Eraser CTB = Covenant to Bind



Sudden Valley Community Association 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: July 13, 2023

Subject: Capital Request – Contract Approval, Irrigation System Pump Controller

Purpose

To request approval to execute the standard construction contract with McDonald & Sons Ventures, LLC, for the replacement of the irrigation system pump controller.

Background

On May 11, 2023, the SVCA Board of Directors approved the allocation of \$44,981.46 from CRRRF for the purchase of a new irrigation system pump controller. The selected vendor for that work was McDonald & Sons Ventures, LLC. After approval was received, SVCA prepared the standard construction contract (attached).

Request

Request that the board approve the execution of the standard construction contract to reflect the agreed project terms approved on May 11.

Motion

Move that the SVCA Board of Directors approve the execution of SVCA's standard construction contract with McDonald & Sons for the replacement of the irrigation system pump controller.

Board of Directors Approval

| Approved: | Not Approved: | SVCA Board of Directors |
|------------|---------------|-------------------------|
| pp. o rea. | | over beard of birectors |

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 | McDonald & Sons Ventures LLC |
|--|--|
| Address | 8124 61st Ave. Ct. E, Puyallup, WA 98371 |
| Telephone Number | 253-209-1473 |
| Contractor's Authorized Representative | Will McDonald |
| Federal Identification Number | 84-369 6311 |
| Registration Number | MCDONSV 813R6 |
| Washington UBI Number | 604 522 329 |

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: 17th Hole Pump Station PLC |
| | Project Location: Sudden Valley Golf Course, 17th Hole Pump Station |
| | Project Location |

| 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: See Exhibit A - Statement of Work |
|--|
| |
| (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 , , |
| Exhibit A - Statement of Work 5/7/2023 |
| |
| |
| 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 \$40,213.00, plus Washington State sales tax, for all Work completed in conformance with this Contract and the Construction Documents. |
| 5. TIME OF PERFORMANCE. The Contractor shall commence construction no later than (the "Commencement Date"), and Contractor shall complete all Work within 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. |

| General Commercial | Per Occurrence Coverage \$1,000,000 | Aggregate Coverage \$2,000,000 |
|-----------------------------------|---|-----------------------------------|
| Liability 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: | CONTRACTOR: |
|-------------------------------------|---|
| SUDDEN VALLEY COMMUNITY ASSOCIATION | |
| | By: Founder - Magnald + Sons Ventures LLC |
| Date: | Its: |

STANDARD CONTRACT GENERAL CONDITIONS

- A. <u>Subcontractors and Lien Releases</u>. 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. <u>Scheduling</u>. 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.

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. <u>Contractor Property</u>. 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. <u>Default and Takeover</u>. 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. <u>Unit Price</u>. 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. <u>Material Quality</u>. 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. <u>Job Damage</u>. 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. <u>Workers' Compensation</u>. Contractor shall furnish to Owner evidence that its workers are covered by applicable workers' compensation coverage.
- R. <u>Subcontractors</u>. 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. <u>Disputes and Back Charges</u>. 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 | |
|------------|---|----------|--|
| | | | |

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 statue 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. <u>Contract Controls</u>. 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. <u>Wage and Other Payments</u>. 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. <u>Notices</u>. 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. <u>Claims</u>. 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.** <u>Mediation</u>. 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.** <u>Amendment</u>. No modification, termination or amendment of this Contract may be made except by written Contract signed by all parties.

- **DD.** <u>Waiver</u>. 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.** <u>Captions</u>. 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.

Exhibit A - Statement of Work

McDonald & Sons Ventures LLC

JOB QUOTE

8124 61st Ave Ct. E Puyallup, Washington 98371

Phone Will (253) 209-1473 Andrew (206) 775-9563 Fax (253) 302-5490

Email: will@mcdonaldsonsllc.com andrew@mcdonaldsonsllc.com

DATE:

5/7/2023

QUOTE#

SVGC 5-23A

Bill To:

Sudden Valley

4 Clubhouse Circle

Bellingham, Washington 98229

Ship To:

Same Address

Comments or Special Instructions:

Quote for new PLC

| SALESPERSON | P.O. NUMBER | SHIP DATE | SHIP VIA | F.O.B. POINT | TERMS |
|-------------|-------------|-----------|-----------|--------------|----------------|
| Will | | | our truck | | Due on receipt |

| MANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---------|---|--------------|-------------|
| | 17th Hole Pump Station PLC | | |
| 1.0 | Watertronics retrofit kit - w/5yrs monitoring | 18,830.00 | |
| 2.0 | Electronic Butterfly Valves | 3,356.00 | 6,712 00 |
| 1.0 | Watervision Celluar Monitoring - 5yr Subscript. | 6,900.00 | 6,900.00 |
| 30.0 | Labor | 135.00 | 4,050.00 |
| 2.0 | Per diem | 175.00 | 350.00 |
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| | | SUBTOTAL | \$ 36,842.0 |
| | | TAX RATE | 8.60 |
| | | SALES TAX | 3,168.4 |
| | SHIPPING | 3 & HANDLING | |
| | | TOTAL | \$ 40,010.4 |

Make all checks payable to McDonald & Sons Ventures LLC

McDonald & Sons Ventures LLC

JOB QUOTE

8124 61st Ave Ct. E Puyallup, Washington 98371

Phone Will (253) 209-1473 Andrew (206) 775-9563 Fax (253) 302-5490

Email: will@mcdonaldsonsllc.com andrew@mcdonaldsonsllc.com

DATE:

5/7/2023

QUOTE#

SVGC 5-13B

Bill To:

Sudden Valley

4 Clubhouse Circle

Bellingham, Washington 98229

Ship To:

Same Address

Comments or Special Instructions:

| SALESPERSON | P.O. NUMBER | SHIP DATE | SHIP VIA | F.O.B. POINT | TERMS |
|-------------|-------------|-----------|-----------|--------------|----------------|
| Will | | | our truck | | Due on receipt |

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|-----------|------------------------------------|------------------|-------------|
| | | | \$ |
| Mala Vale | Lake Louise Pump Station | 4 774 00 | 1 774 00 |
| 1.0 | 40hp Soft Start Motor Controller | 1,771.00 | 1,771.00 |
| 1.0 | 4" Pipe Spool to replace Cla-Valve | 250.00 | 250.00 |
| 10.0 | Labor including travel | 135.00 | 1,350,00 |
| | 10,1751, 111,25 | | |
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| | | SUBTOTAL | \$ 3,371.00 |
| | | TAX RATE | 8.60% |
| | | SALES TAX | 289.91 |
| | SHIF | PPING & HANDLING | |
| | | TOTAL | \$ 3,660.91 |

Make all checks payable to McDonald & Sons Ventures LLC



Sudden Valley Community Association 360-734-6430 4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

APPROVAL REQUEST MEMO

To: SVCA Board of Directors, Executive Team

From: Jo Anne Jensen, General Manager

Date: June 23, 2023

Subject: Approval Request – Water Aerobic Fee

Purpose

To request approval for fees proposed for 2023 water aerobics fitness activity.

Background

SVCA offers several different paid fitness classes, such as Zumba. The model for these classes is that they are offered by individual professionals who have entered into a license agreement with SVCA to use Association facilities to operate their business. The scope of their activities is predefined and they must schedule all activities through SVCA. As compensation, SVCA receives 10% of the revenues they collect for 1:1 activities (such as personal training) and up to 20% (a sliding scale is used) of the fees collected for group classes. This results in a very small amount of revenue for Sudden Valley but offers benefits to members who enjoy having access to the classes. A different model is being tested this year with the introduction of water aerobics, a regularly scheduled group class led by a qualified SVCA employee. If successful, this new model could increase the revenue earned by the Recreation Department, offering the opportunity to support additional fitness and athletic programs.

Analysis

To gauge the interest of the community in a water aerobics activity, sign-up sheets were posted at the Rec Front Desk. More than thirty (30) people indicated an interest in participating in this activity (see attached).

SVCA legal counsel was asked if there would be an undue liability risk if an employee led a fitness class. Richard Davis responded to say that all such activities present risk, that risk could be substantially mitigated by requiring that participants sign a strong liability waiver before attending a class, and that our insurance advisor should be asked to ensure that SVCA was appropriately insured against this type of risk.

HUB International advised that SVCA's current liability insurance provides appropriate coverage but that SVCA's instructor might be liable. They advised that we acquire a policy to cover that risk. SVCA obtained this policy with an annual premium of \$350.

Mia Stromberg is a returning member of the SVCA Lifeguard team. She teaches fitness classes during the school year at Oregon State University and has specifically taught water aerobics.

When interviewing for the lifeguard position, she proposed leading water aerobics classes for the Sudden Valley 2023 pool season. (resume attached)

We propose to hold three water aerobics classes each week, on Tuesday, Thursday, and Saturday mornings between 11 and 11:45. The class would be limited to 20 participants per session.

We propose to charge participants \$8 per session and to offer a 12-session punch card for \$90. Participation would be first come, first served. If more participants show up for the class than can be accommodated, we will implement a reservation system.

The table below presents a simple analysis of the income and expenses associated with this program.

| Month | Classes | Participants per Class | % Full | Avg\$/Class/Person | Projected Revenue |
|--------|---------|------------------------|--------|--------------------|-------------------|
| July | 9 | 20 | 70% | \$7.75 | \$976.50 |
| August | 15 | 20 | 80% | \$7.75 | \$1,860.00 |
| | | | | Total Revenue | \$2,836.50 |
| | | | | Total Costs | \$957.30 |
| | | | | Profit | \$1,879.20 |

Request

Request that the Board of Directors approve the proposed fees for water aerobics:

- \$8 per participant per class
- Punch Card for 12 classes = \$90 (\$7.50 per class)

Motion

Move that the SVCA Board of Directors approve the proposed fees for water aerobics: \$8 per participant per class; or a punch card of 12 classes for \$90 (\$7.50/class).

Board of Directors Approval

| Approved: | Not Approved: | SVCA Board of Directors |
|-----------|---------------|-------------------------|
| | | |



Sudden Valley Community Association

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

APPROVAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors

From: Jo Anne Jensen, General Manager

Date: July 13, 2023

Subject: Approval Request – Miscellaneous Fees

Purpose

To request approval of changes to SVCA fees for signs and maps.

Background

The current fees for purchasing signs and maps are shown in the table below. The cost of the supplies used to make these signs has risen considerably. Increasing the fees by approximately 10% will cover the increased cost. Similarly, the cost of printing a 2' x 3' map of Sudden Valley has increased; the proposed fee covers that increase.

| Item | Current Fee | Proposed Fee | % Increase |
|--|--------------------|--------------|------------|
| Double-sided for sale sign with metal post | \$37 | \$40 | 8.1% |
| Single-sided for sale sign with metal post | \$25 | \$28 | 12.0% |
| Single-sided for sale sign, no post | \$15 | \$18 | 20.0% |
| For sale sign, sticker only | \$12 | \$15 | 25.0% |
| Map (2' x 3') | \$7 | \$10 | 42.9% |

Request

Request that the board approve the proposed fees for the purchase of signs and maps.

Motion

Move that the SVCA Board of Directors approve the proposed fees for the purchase of signs and maps.

| Board | ot | Dir | <u>'ecto</u> | rs | Αp | pro | val |
|--------------|----|-----|--------------|----|----|-----|-----|
| | | | | | | | |

| Approved: Not Approved: SVCA | A Board of Directors |
|------------------------------|----------------------|
|------------------------------|----------------------|