



**BIRCH BAY VILLAGE COMMUNITY CLUB
BOARD OF DIRECTORS MEETING
February 19, 2026 at 2:00pm at Clubhouse and via Zoom
Zoom ID: 885 8656 9122 / PW: 8055**

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL & CONFIRM QUORUM
- III. ADOPTION OF AGENDA
- IV. HOMEOWNER PRESENTATION (3 Minutes Max Each, for 15 min)
- V. HEARINGS (3 Minutes Max Each, for 15 min)
 - a. Ticket Hearings -
- VI. CONSENT AGENDA
 - a. Approval of January 22, 2026 Board Meeting Minutes
 - b. ACC- No Minutes
 - c. Safety & Security – Minutes of January 12, 2026
 - d. Golf Committee – Minutes of January 13, 2026
 - e. Finance Committee – Minutes of December 17, 2025 and January 28, 2026
 - f. Marina Committee – Minutes of January 27, 2026
 - g. Operations Report Review
 - h. Action Item List Review
- VII. FINANCIAL REPORTS
- VIII. OLD BUSINESS AND VOTING AS NECESSARY
 - a. HR Documents - Memo
 - b. Board Policies and Procedures
 - c. Update on Boat
 - d. Golf Cart Registration Decal Clarification
 - e. Volunteer Dinner Budget
- IX. NEW BUSINESS AND VOTING AS NECESSARY
 - a. Committee and Club Fair Proposal
 - b. Cliff Mallory Funeral Request
- X. AUTHORIZATIONS AND RESOLUTIONS
 - a. Reserve Transfers
 - b. Authorization - Transfer Operating Income to Reserves
 - c. Banking Resolution
 - d. Authorization – Boat Launch RFP
 - e. Authorization – Expenditure for Drainage Upgrades
 - f. Authorization – Expenditure for Paving
- XI. DIRECTORS' COMMENTS
- XII. PARKING LOT
 - a. Community Mission and Vision Statement -Board Retreat September 3rd
 - b. Committee Mission Statements



- c. Marina Dock Captains Safety and Compliance Checklist
- d. Golf Course Irrigation from Kwann Lake
- e. BBV Safety Manual
- f. North Fence Cleanup

XIII. EXECUTIVE SESSION DISCUSSION

- a. Matters Involving Possible Violations of the Governing Documents
- b. Discuss Likely or Possible Litigation Matters
- c. Personnel Matters

XIV. RATIFICATION OF EXECUTIVE SESSION ACTIONS

XV. ADJOURNMENT



BOARD OF DIRECTORS MEETING MINUTES

ASSOCIATION NAME: Birch Bay Village Community Club

DATE AND LOCATION: January 22, 2026

I. CALLED TO ORDER AT: 2:00 PM by David Wilbrecht.

II. ROLL CALL - BOARD MEMBERS PRESENT (check box):

✓ David Wilbrecht	✓ Bob Whale	Dan Nedved
✓ Randy Ambuehl	✓ Mathue Totten	
✓ Patrick Ryan	✓ Dave Owen	

BOARD MEMBERS EXCUSED ABSENCE: Dan Nedved

STAFF MEMBERS: David Franklin, General Manager and Justine Brooks, Executive Secretary.

COMMUNITY MEMBERS PRESENT: There were 7 people in person and 5 people via Zoom.

CONFIRM QUORUM: David Wilbrecht and David Franklin announced a quorum achieved.

III. ADOPTION OF AGENDA

MOTION TO: Approved the agenda.

MOTION BY: Bob Whale SECONDED BY: Patrick Ryan

APPROVED: X__NOT APPROVED: TABLED: DIED:

IN FAVOR: 6 OPPOSED: ABSTAINED:

IV. HOMEOWNER PRESENTATIONS

Ron Snyder- 011-011 – Spoke regarding the donation from Ron and Cathy and installation of the baidarka (kayak skeleton) in the BBVCC Clubhouse. They will be putting up a placard to give a description of the artwork.

David Scheirman – 11A-002- Spoke regarding a proposal that was sent to the Board via email regarding a Community wide Committee and Club Fair that would potentially be the same day as the volunteer recognition dinner. This would allow residents to learn about the various community groups.

Kirk Martin – 002-017 - spoke regarding the art work that is on display and the display case that is currently empty with the potential of using it to display other community members pieces of art work, specifically showcasing Native American art.

Ron Snyder – suggested that each piece of art work include an education description with the artist name.

V. HEARINGS

a. Ticket Hearing (1 Hearing)

Tam Tran had a hearing and had questions regarding the picture of the vehicle. She stated that she had emailed questions regarding getting a better picture of the vehicle as she believes the picture is photo shopped. Tam raised concerns regarding the time and authenticity of the citation.

It was explained that the camera's infrared flash technology will only capture the license plate when it is still dark. It was also clarified that the citation was for at 5am and that a better picture could not be issued.

VI. CONSENT AGENDA

- a. Approval of December 18, 2025, Board Meeting Minutes
- b. Lakes and Drainage – Accept Minutes of January 5, 2026
- c. Finance Committee – Minutes of December 17, 2025
- d. Operations Report Review
- e. Action Item List Review

There was a brief discussion regarding the Operations Report and the two paragraphs regarding the boat that sunk.

MOTION TO: Approve consent agenda

MOTION BY: Patrick Ryan SECONDED BY: Bob Whale

APPROVED: X NOT APPROVED: TABLED: DIED:

IN FAVOR: 6 OPPOSED: ABSTAINED:

VII. FINANCIAL REPORTS –

The General Manager gave a verbal report as to where the Village is at with financial reports. As all know there have been issues with billing and reporting. The bookkeeper has been working on making journal entries for 2024 which is affecting 2025 financials. With the ongoing issues with the current software, it makes it more and more apparent the urgency to make a decision on new software. Staff and some members of the finance committee have been evaluating new software options, while noting the importance regarding the decision on what software to move to.

VIII. OLD BUSINESS AND VOTING AS NECESSARY

a. HR Documents - Memo

The Board discussed performance evaluations and job descriptions, with the concerns raised about incomplete and inconsistent documentation. It was explained that job descriptions should be updated and aligned with staff input, which the process that the job descriptions were supposed to go through was never completed. The performance reviews were completed using the standardized form before bonuses were distributed. The Board agreed to prioritize four key job descriptions for the general manager, assistant general manager, harbor master and compliance officer.

b. 64.90 – Memo – Legal

The Board discussed the memo from regarding a resolution that the attorney recommends and will draft. Adopting the resolution is a provision for Birch Bay Village moving towards compliance with state law 64.90 especially the portions that have gone into effect January 2026. The 64.90 Task Force has recommended that the Board have the attorney draft the resolution as “cheap insurance” for potential legal issues.

MOTION TO: authorize the lawyers to provide a resolution

MOTION BY: Patrick Ryan SECONDED BY: Dave Owen

APPROVED: X NOT APPROVED: TABLED: DIED:

IN FAVOR: 6 OPPOSED: ABSTAINED:

c. 64.90 – Work Plan

The Board discussed the request for a 64.90 work plan from the December Board meeting and to have the attorney review the previous attorney’s drafts of the Bylaws. The attorney has done the review of the documents and determined that those bylaws are obsolete with the transition to 64.90, with the rules and regulations likely needing updates.

The task force is working on a plan, but it needs to organize what is being changed, moved and added from other documents so that a comprehensive work and communication plan can be put together. The task force is putting all of the information into an excel spreadsheet to organize the changes, where they came from and what type of changes they are going to be, as in from bylaws, new for 64.90, or coming from original declaration.

d. Marina Restroom

The Board discussed the marina restroom project. At a previous board meeting it was asked that the manager request a contractor to look to see if the bathroom could be repaired. We asked Semia Renovations to have a look to see if a replacement was possible. Semia Renovations’ owner, Kevin Ryan, spoke regarding the assessment that he provided to the GM for the Board. The assessment showed significant decay throughout the entirety of the bathroom. The Board thanked Kevin for the assessment that he provided. The Board asked if the concrete pad would need to be replaced or if it could stay. It was recommended by Kevin that the concrete pad be replaced. There are products out there that can make the concrete pad look better, but the over all cost and ability to see if there is any plumbing issues that that need to be updated, it is recommended to replace the concrete pad. An RFP will be sent out to contractors to hopefully will be able to get 3 bids for the Board to look at soon.

IX. NEW BUSINESS AND VOTING AS NECESSARY

a. Safety and Security Committee Member Appointment

MOTION TO: Approve David Scheirman as a member of the Safety and Security Committee.

MOTION BY: Dave Owen **SECONDED BY:** Patrick Ryan

APPROVED: X **NOT APPROVED:** **TABLED:** **DIED:**

IN FAVOR: 6 **OPPOSED:** **ABSTAINED:**

b. Lakes Committee Member Appointment

MOTION TO: Approve Gwynne Fowler Briggs as a member of the Lakes Committee

MOTION BY: Mathue Totten **SECONDED BY:** Dave Owen

APPROVED: X **NOT APPROVED:** **TABLED:** **DIED:**

IN FAVOR: 6 **OPPOSED:** **ABSTAINED:**

c. Elections Committee Member Appointment

MOTION TO: Appoint 4 members to the Elections Committee, Laura Bailey, Beth Seils, Rob Simonds and Michael Sipe, for 2026.

MOTION BY: Bob Whale **SECONDED BY:** David Wilbrecht

APPROVED: X **NOT APPROVED:** **TABLED:** **DIED:**

IN FAVOR: 6 **OPPOSED:** **ABSTAINED:**

The Board also expressed their gratitude to the members that are stepping down, Laurie Cavalia, Leanne Keel and especially to the 25+ years that Sandra Bogen has put in for ensuring that the elections have gone smoothly.

d. Chess Club Application

The Application for the Chess Club went to Krista at the Pro Shop for scheduling. The Chess Club can meet on Wednesdays weekly from 2pm to 4pm upon Board approval.

MOTION TO: Approve the Chess Club

MOTION BY: Dave Owen **SECONDED BY:** Bob Whale

APPROVED: X **NOT APPROVED:** **TABLED:** **DIED:**

IN FAVOR: 6 **OPPOSED:** **ABSTAINED:**

e. Fishing Survey Results

The Board discussed the fishing survey results, some were surprised by the fact that members were in support of fishing, they thought members would be wanting to protect the lakes. The Board discussed concerns with policies and rules including signage for the Lakes, it was noted that the Lakes Committee would be discussing and drafting those at their next meeting.

MOTION TO: Approve fishing on the lakes for a trial in 2026 and the Lakes Committee will draft the policies for fishing on the lakes.

MOTION BY: Mathue Totten SECONDED BY: Patrick Ryan

APPROVED: X NOT APPROVED: TABLED: DIED:

IN FAVOR: 6 OPPOSED: ABSTAINED:

f. Board Policies and Procedures

The Board President, David Wilbrecht, presented that there should be policies and procedures for the Board to follow during their meetings and keeping the meetings to the two hours that they have been scheduled for. He mentioned the current process that Executive Secretary, Justine Brooks, puts the agenda together from previous meetings, committee meetings, and new items then sends the agenda to the President for approval or changing of the agenda to go out. In recent months Patrick Ryan has been reviewing and adding times to the agendas to keep the meetings moving along in a timely manner. He appreciates that there are many things that the Board cares about and has asked the Board to send their questions to the GM or Justine so that they are prepared at the meetings and not caught off guard. With the new state laws that are in place there should be plenty of time for those questions to be asked beforehand.

The General Manager showed the Board the policies and procedures that Shelter Bay had/has in place when he worked there. The policies give job descriptions for positions on the Board, how meetings are run, these are the same things that the Board has been worried about and will send these documents to the Board for review.

Dave O. mentioned that it is currently against the Bylaws to have time limits on agenda items. An option that could happen to keep the time limits down is to have the Safety and Security Committee review the speed citations as they have done in the past. With 64.90 the Board questioned whether the Safety and Security Committee could legally make those decisions regarding speed citations. The Board asked the General Manager to ask the legal team if with adding an additional Board member on the Safety and Security Committee, having 2 Board members, would allow them to take those actions. The Board will discuss this further after the legal team has reviewed this question.

g. Audit Engagement Letter

The General Manager presented to the Board the Audit Engagement Letter explaining that this is the same auditor that we used for last years audit. Yes, there have been issues with that audit but with the complexities of Birch Bay Village the General Manager believes that it is best that we stick with this auditor through the software conversion as they know what the issues are.

MOTION TO: Approve the audit engagement letter.

MOTION BY: Patrick Ryan SECONDED BY: Mathue Totten

APPROVED: X NOT APPROVED: TABLED: DIED:

IN FAVOR: 6 OPPOSED: ABSTAINED:

X. AUTHORIZATIONS AND RESOLUTIONS

a. Reserve Transfers

MOTION: I move that the BBVCC board authorizes the General Manager to transfer \$2,964.88 from Operating to Marina Reserves, \$1,800.00 from Roads & Drainage to Operating Reserves, and \$3,234.56 from General Reserves to Operating Reserves to balance inter fund transfers for the month of December 2025.

MOTION BY: David Wilbrecht SECONDED BY: Patrick Ryan

APPROVED: X NOT APPROVED: TABLED: DIED:
IN FAVOR: 6 OPPOSED: ABSTAINED:

b. Authorization – Transfer Operating Income to Reserves

The General Manager presented explaining that the Board approved the Treasurer and General Manager to transfer at the last board meeting to work with the auditor to determine fiscal year 2025 excess member income over member expense and transfer those funds from operating to reserves to preserve the potential to limit taxable income in both 2025 and 2026. They transferred \$260,000 from the operating fund to the reserve fund on or before December 31, 2025. The auditor recommends that the following also occur:

1. The operating and reserve budgets for 2025 would need to be updated to reflect the transfer from operating to reserves.
2. Meeting minutes should document the board decision for the transfer
3. The next reserve study prepared should reflect the 2025 transfer from reserve to operating.

The General Manager recommends that the Board allow the Finance Committee to review the transfer and make a recommendation to the Board for allocations of the funds.

The Board discussed that as per their understanding this is why the Finance Committee was formed and will wait for their recommendation for allocating the funds.

c. Resolution – BBVCC Volunteer Recognition Dinner

Dave Owen presented the resolution for volunteer recognition dinner with the changes that were discussed at the last Board meeting. This dinner would be put on by the Board to recognize the assistance and millions saved by having volunteers completing the work that they do for the Village. There was a brief discussion between Board members as to who this would include standing committee members, special volunteers, sub committees, etc.

MOTION TO: Accept and implement a Board recognition dinner.

MOTION BY: Dave Owen SECONDED BY: Bob Whale

APPROVED: X NOT APPROVED: TABLED: DIED:

IN FAVOR: 6 OPPOSED: ABSTAINED:

The Board will discuss the budget for this dinner at the next meeting.

XI. DIRECTORS COMMENTS

Dave Owen let the Board know that there have been 2 reports of dog attack in the Village and that he has assisted with investigating one of them with compliance Ron, and that it really was a non-incident and that there will be a letter going out to the owners, not a warning, that will include the rules regarding dogs. The second complaint is regarding a german shepherd and that complaint has just come in and will be under investigation.

Dave Owen also wanted to note that with Zoom there is a time option, to have a clock posted on the screen to show time limits so all are aware.

XII. PARKING LOT

- a. Community Mission and Vision Statement -Board Retreat September 3rd
- b. Committee Mission Statements
- c. Marina Dock Captains Safety and Compliance Checklist
- d. Golf Course Irrigation from Kwann Lake
- e. BBV Safety Manual
- f. North Fence Cleanup

XIII. EXECUTIVE SESSION

MOTION TO: move into executive session at 3:44pm to discuss personnel matters, possible violations of governing documents and possible legal issues.

MOTION BY: Patrick Ryan **SECONDED BY:** Mathue Totten

APPROVED: X **NOT APPROVED:** **TABLED:** **DIED:**

IN FAVOR: 6 **OPPOSED:** **ABSTAINED:**

The Board moved out of executive session at 4:31 pm.

XIV. RATIFICATION OF EXECUTIVE SESSION ACTIONS

MOTION: I move that the Board of Directors ratify the decision made in Executive Session uphold the speed citation issued to division 009 lot 093

MOTION BY: David Wilbrecht **SECONDED BY:** Bob Whale

APPROVED: X **NOT APPROVED:** **TABLED:** **DIED:**

IN FAVOR: 6 **OPPOSED:** **ABSTAINED:**

XV. ADJOURNMENT

a. The meeting was adjourned at 4:32 pm.

MOTION TO: adjourn

MOTION BY: Dave Owen **SECONDED BY:** Bob Whale

APPROVED: X **NOT APPROVED:** **TABLED:** **DIED:**

IN FAVOR: 6 **OPPOSED:** **ABSTAINED:**

Minutes Approved By: _____
Board Secretary



Birch Bay Village Community Club (BBVCC) *Standing Committee Meeting Minutes*

Standing Committee Name: Safety & Security Committee
Date/Time of Meeting: January 12, 2026 at 3:00 pm
Location: Maintenance Conference Room (in person & via zoom)

Committee Members in Attendance:

<input checked="" type="checkbox"/> Mike Lubow	<input checked="" type="checkbox"/> Maureen Server (Zoom)	<input checked="" type="checkbox"/> Ron Bendschneider
<input type="checkbox"/> Billy Brown	<input type="checkbox"/> Ken Davidson	<input checked="" type="checkbox"/> Dave Owen (Interim Chair, BOD Liaison)
<input checked="" type="checkbox"/> David Scheirman (Advisory Member)		

BBVCC Staff in Attendance:

<input checked="" type="checkbox"/> David Franklin, GM	<input checked="" type="checkbox"/> Brad Stoltzenburg, Compliance	<input checked="" type="checkbox"/> Ron Rehon, Compliance
<input checked="" type="checkbox"/> Justine Brooks, Executive Secretary		

Guests Present:

Bob Edwardsen	Jason McEyes	
---------------	--------------	--

Call Meeting to Order: 3:00 pm
Roll Call, Quorum Present: Yes No
Approval of Agenda: Approved NOT Approved
Moved by: Mike Lubow **Seconded by:** Ron Bendschneider **Approved**

Member Presentations (3 minute max):

Bob Edwardsen: Spoke regarding an incident report that he submitted regarding a dog (pitbull) attack. The Committee members discussed this incident with Bob and Dave Owen stated that there will be an investigation into the dog attack.

OLD BUSINESS

Speed Enforcement Program

Compliance reported that the speed camera has been intentionally damaged and it looks as though the object that broke the protective cover also pushed the lens back. The last communication with the camera was on January 1st at 1 am. The camera has been sent to traffic logic and they will let us know what the cost of repairs are when they get it. A police report has been filed with Deputy Douglas. The Committee reviewed the speeding report:

- 8211 Skeena – 10 over 26 mph**
- 8226 Sehome – 17 over 26 mph**
- 8250 Quinault – 38 over 26 mph**
- 5397 Salish – 14 over 26 mph**

There were 12 citations written over the last month from the speed camera and none issued from the lidar gun. With the lidar gun people are becoming more aware of it being out and slowing down immediately, they even slow down if something is being held up in or next to the compliance vehicle. The lidar gun was used for 25 hours in the last month.

The compliance team has been using the camera system to get more details on members and their guests, especially with license plates that are not in GateKey and adding the information that is found.

The Committee discussed the vandalization to the camera and that this is the second time that it has been vandalized in a little over a year that we have had it. The Committee asked that staff talk with the manufacturer to see what we can do for protection of the camera. Different options for protection of the speed camera were discussed.

Security Cameras

The GM gave an update on the installation of security cameras. NWTech will be here on Wednesday this week and will be giving staff and the gate access personnel a tutorial / orientation of how to use the cameras and the features. A standard operating procedure will be put together. The next area that will be getting cameras installed is the Marina, Office and fuel dock area, this will be the last phase and they should be installed in the next few weeks.

It was requested by the GM for the Safety and Security Committee to put together a policy and determine how the security footage can be used and how or what can be released to members. The policy would be a recommendation from the Committee to be approved by the Board. It is something that we should get ahead of because there will be a time, sooner rather than later, that this will come up.

The Security Policy draft was discussed briefly and Dave Owen will get a copy of that out to the Committee for review of the camera section.

Improved Lighting

The GM updated the Committee that the lighting at the pool, clubhouse, proshop and maintenance areas have been completed, with only parking lot lighting remaining, which will be completed around the same time as the summer paving work. It was noted that Semia has measured the lighting and the results showed that all building areas exceed code requirements for lighting.

Golf Course

The GM noted that the greens keeper has been improving the area of the new tee box and that the upper area has been abandoned, which has allowed the grass in that area to grow. Once we get more golfers out we will see if there is any improvement, which will not be 100% due to quality of golf players.

Golf Cart Registration

The Committee discussed the golf cart registration, Maureen noted that she was the 7th person to register her cart. It was noted that there have been some complaints regarding sticker placement. Staff will provide the number of registered golf carts for the February meeting.

New Sign on Nakat Way

The Committee discussed the new sign for the blind corner on Nakat Way and that the placement needs to be addressed as they are not where they should be.

Emergency Action / Evacuation Plan

This was sent out at the last committee meeting and there has been no response to it. The Committee will review and bring back comments so this can be discussed at the next meeting in February.

NEW BUSINESS

Committee Members

Dave Owen stated that this is the last meeting that he will be the Chairperson and that the committee needs to fill this position. The Committee also discussed that they need to fill two positions and discussed that the application for David Scheirman as a full committee member will be in front of the Board for approval at their January meeting. The Committee discussed Jason McEyea, who was at the meeting, who is a retired Air Force Medic and a Retired Detective from Bellevue. He stated that he would bring in an application to the office.

Review of BBV Incident Reports

The Committee reviewed this during the members presentation.

The Committee discussed the need to update the incident reports that are online. Maureen with work with Krista on making that more user friendly with the capability of adding pictures and continuous typing space.

Discuss initial review of traffic violation citation appeals

The Committee discussed the possibility of being the first review of the traffic violation citation appeals. This is a topic that the Board will discuss at their next meeting to help shorten their meeting length. The history of the Safety and Security Committee reviewing these violations in the past and having a Judge come out and give judgement on the citations. It was asked if this were to come down the line to get guidelines and to look into forming a subcommittee of the Safety and Security Committee.

GateKey Application Training

The Committee discussed that there are still members who are having issues with GateKey. Maureen, Ron, and Karie have been assisting members with getting them set up with GateKey. It was asked that they continue to promote the use of GateKey in the Bulletin and GM Weekly.

Motion to: have a GateKey training session at the Clubhouse with the date to be determined.

Motion by: Maureen Server

Seconded by: Ron Bendschneider

Approved.

Newsletter Topics

Maureen presented that the topics for the monthly bulletin are going to be:

- GateKey education.
- Emergency plan evacuation steps.
- AED locations.
- Incident report procedures.
- Golf cart registration reminder.

The Committee also discussed the egress opening on the lower emergency gate and asked if the GM had presented the Whatcom County Fire Marshal with the Los Angeles Fire department regarding the egress gate opening. With this they also discussed the memo that was requested of the fire marshal that we still have not received regarding the marina. The GM will run this by the fire marshal and try to figure out who has jurisdiction over the road right of way.

Motion to Adjourn at 4:31 pm

Motion by: Ron Bendschneider

Seconded by: Mike Lubow

Approved

Next meeting is scheduled for February 9, 2026 at 3:00pm

BBVCC
 GOLF COMMITTEE
 Meeting Minutes
 January 13, 2025 at 1:00PM

Committee Members Present		
✓ Steve Franklin	✓ David Wilbrecht – Liaison	Darrell Cowan
✓ Patricia Nitta	✓ Don Shank	✓ Laura Bailey, Chair
Dave Schwab	✓ Craig McCallum	
Guest Members		
	Bill Duncan	Dori O'Dell
Staff Present		
	Krista Tempelton	Steve Brand
Justine Brooks		

I. CALL TO ORDER: at 1:03 pm by Laura Bailey

II. ADOPTION OF AGENDA

Motion to: Approve agenda.

Motioned by: Craig McCallum **Seconded by:** Patricia Nitta **Approved.**

III. RATIFY MINUTES:

Motion to: Accept December 9, 2025.

Motion by: Don Shank **Seconded by:** Patricia Nitta **Approved.**

IV. MEMBERS OPEN FORUM

Dori O'Dell – discussed communication improvements and taking advantage of the avenues we currently have. It was also mentioned that the website meeting minutes needed to be updated as there are months of minutes missing. It was also stated that the bulletin for the last few months has been excellent. The Committee discussed assisting Krista with putting articles and things together for the golf page in the bulletin.

V. GREENS KEEPER REPORT

Steve Brand gave the greenskeeper report. He wanted to explain that water leaks don't happen very often, if there is one it is usually at a valve and it is caught quickly. The last time there was a leak they were doing a repair and hit the water line.

Steve gave an overview of what they are doing for winter course maintenance including mowing greens, trimming trees, working on drainage, and once the weather gets better they will be edging the golf cart paths. The old golf carts will be getting new seats and they have been ordered but have not come in yet. Steve also mentioned that the sides on the golf cart shed look great.

VI. REVIEW OF GOLF OPERATIONS POLICY

The committee briefly reviewed and discussed the golf operations policy, including changes to terminology and the need for a one-week notice for tournaments. The committee also addressed feed back about improving customer service in the Pro Shop, emphasizing the importance of welcoming new golfers, ensuring that proper attire is worn on the golf course, each player has clubs, checking on the certification of junior golfers and making sure that staff is focused on customer service.

It was asked if the fee schedule was approved by the Board for the marshals to enforce. The marshals hand off the write ups to Compliance for compliance to issue actual citations. The Committee also discussed the

BBVCC
GOLF COMMITTEE
Meeting Minutes

January 13, 2025 at 1:00PM

golf cart policy and the registration. It needs to be enforced on the golf course that for driving and renting a golf cart you have to have a valid license.

VII. GOLF AND PRO SHOP REPORT

Incidents for December just had one. No pay for play and couldn't tell who it was, it happened on New Years. Krista mentioned member numbers for this year vs last. The Pro Shop hours for January have been cut back to 10-3 on Saturday and Sunday and closed on Mondays. The Committee strategized on how to get sales up in the Pro Shop.

VIII. SOCIAL MEDIA AND MARKETING FOR GOLF COURSE

The Committee discussed how to get a better social media and marketing system up for getting more members to the golf course. It was suggested to conduct a survey to gauge interest in various activities and the potential interest of all of the members. Suggested events/activities include evening walking sessions, family fund days – scavenger hunts, obstacle courses, foot golf, etc. There have been plans for Ernie to start golf clinics in March with Ryan assisting to teach. The Committee also discussed different promotions for social media and allowing external golfers on the course with proper sponsorship.

IX. ADJOURNMENT

Motion to adjourn at 2:33 pm

Motion by: Craig McCallum **Seconded by:** Steve Franklin **Approved**

The next meeting is scheduled for February 10th at 1 pm via Zoom only.

BBVCC
FINANCE COMMITTEE Minutes
REGULAR MEETING
December 17, 2025, at 1:00PM

Committee Members Present		
✓ Bev Franklin	✓ Dan Nedved, Chair	✓ Mary Santi
✓ Sue Garrigan	✓ Erin Ryan	✓ David Towie
✓ Bonnie White		
Guest Members	Maureen Server	
Staff Present	Natasha Bialuski, AGM	David Franklin, GM
Jonah Douglas, Bookkeeper	Justine Brooks, Executive Secretary	

I. CALL TO ORDER – by Dan Nedved at 1:02pm

II. ADOPTION OF AGENDA
 Motion to adopt agenda.
 Motion by: Bev Franklin,
 Seconded by: Sue Garrigan

III. OPEN FORUM –
 The GM wanted to make sure that everyone on the Finance Committee was introduced to Jonah, the bookkeeper.

IV. RATIFY MINUTES –
 Approve the revised (during the meeting) October 29, 2025 meeting minutes.
Motion by: Erin Ryan, **Seconded by:** David Towie **Approved Unanimously**
 The previous meeting minutes for September 9th and October 1st will be sent to the committee before the January Meeting to be approved then.

V. 2024 DRAFT AUDIT
 The Committee briefly discussed the draft audit that had been sent back to the auditor for amendments, particularly regarding special assessments and journal entries from 2023.
 Sue explained that journal entries 10, 12, and 16 were revised, with entry 10 being adjusted to add special income without affecting accounts receivable. She noted that the auditor's calculations were off by \$21,480.63, which they could not explain. Bev agreed with Sue that journal entry 16 was likely a plug to correct previous posting errors and suggested closing the financials to agree with the audited financials.

Motion to: Approve the revised 2023 and 2024 Audit financial statements and request that all appropriate journal entries as indicated and discussed be posted and that the HOA balance sheet be validated that it agrees to the 2023 and 2024 Audited balance sheet financials

Motion by: Bev Franklin **Seconded By:** Sue Garrigan **Approved Unanimously**
 The Committee discussed the next steps for the audit and the revised balance sheet. GM to send to the finance committee for their review.

BBVCC
FINANCE COMMITTEE Minutes
REGULAR MEETING
December 17, 2025, at 1:00PM

VI. REVIEW AUGUST THROUGH INCOME STATEMENT AND ACCOUNTS RECEIVABLE

The Committee reviewed the financial income statements. GM reviewed that the financials were really messed up due to the fact that Enumerate, the current software, does not actually close the month out when we push that button. Changes can still be made without a pop up or a management password and changes happened often.

The committee focused on financial concerns, particularly regarding the collection of fines, late fees, and legal costs. Bev raised questions about the administration revenue and the need to review 2026 budget numbers, especially in light of the 64.90 restriction on lien fees will be \$50 or 5% whichever is the lesser amount. GM explained that current policies only allow liens for dues and that they are searching for a collection agent to improve returns. The group discussed the possibility of increasing reserves in 2025 to account for uncollectible receivables, with GM offering to review specific accounts with Bev. The conversation also touched on the lack of clear policies for addressing unpaid fines and the challenges in collecting these debts and needing to create clear policies along with continuing to try to collect on all the late fees and fines.

The committee discussed improvement, repair and/or replacement and how they are classified within an HOA. They clarified the proper accounting treatment for maintenance work and Clubhouse improvements, determining that items under \$5,000 should be expensed rather than capitalized. Bev requested further review of Marina electrical expenses, noting that revenue was up but expenses were down, suggesting potential accruals that needed to be identified.

The meeting focused on financial reconciliation and accounting processes. Bev raised concerns about the difference between revenue and expenses, emphasizing the need to ensure costs are covered without becoming a utility. GM and Bev discussed reclassifications for various accounts, including internet, phone, pro shop, and golf, and agreed to clean up the chart of accounts in the future. They also addressed the community plan expenses, with GM agreeing to check for any outstanding bills and potential accruals. Sue clarified the use of a specific account for special assessment billings, explaining how it is being used and cleared out. Bev and GM confirmed that the marina accounts did not need to borrow from other reserve accounts to pay bills.

VII. DISCUSS AND RECOMMEND BEST TAX FOR ELECTION

The Finance Committee discussed tax filing options, focusing on whether to file Form 1120H or 1120, with GM explaining that the choice depends on managing excess member income and non-member taxable income to minimize tax liability. The Committee questioned the complexity of the tax calculations, particularly regarding the 30% tax rate on non-member income, and suggested consulting with the tax accountant to better understand the calculations especially with 1120H. GM explained the differences between 1120 and 1120 H and when the transfer of fund of excess member revenue to reserves should be done. GM proposed a motion at the Board meeting to allow the manager and treasurer to transfer funds into reserves before year-end to optimize tax filing with an estimated number. Dan will meet with GM and the tax accountant regarding this before the Board meeting.

VIII. DUE TO FROM ACCOUNT RECONCILIATION PROCESS

The Committee briefly discussed the due to from transfers. GM showed the new spreadsheet that Jonah has put together where it shows where the funds were from, if from Edward Jones then no due to from transfer needs to happen, if from Alliance then then the transfer needs to happen and be approved by the Board. This includes the special assessment funds that have been

BBVCC
FINANCE COMMITTEE Minutes
REGULAR MEETING
December 17, 2025, at 1:00PM

collected but not transferred. This is for all the funds up until the end of November. Going forward the Bookkeeper and GM will be working on ensuring that everything is documented so this process is easier.

IX. FINANCIAL SOFTWARE CONVERSION UPDATE

Dan provided an update on the software program that the Bookkeeper recommended Red Manager 12 and stated that the software company stated that they would not be good for us due to the complexities of different assets and their capability for due to funds would not be sufficient. We have decided to start interviewing software companies in January 2025, aiming to select a new system by March or April, with implementation and testing extending through October 2025 before fully transitioning away from Enumerate by January 2026. The timeline was chosen to avoid peak seasonal busy periods in April-June, with the team acknowledging the complexity of managing multiple software systems including ADP payroll, Lightspeed POS, and payment processors.

The GM and Dan discussed the importance of making a well-informed decision regarding HOA software, emphasizing the need to avoid past mistakes. The GM shared that he and Jonah met with Aaron, a QuickBooks Pro Advisor, to explore HOA software options that integrate with QuickBooks, highlighting its auto-reconciliation features and widespread familiarity. Bev expressed concerns about the proposed timeline and scale of the software change, advocating for a more focused approach on the top three recommended options and urging a quicker transition by July 1st.

The team discussed software conversion options, focusing on QuickBooks Online as a potential solution for their 1,129 customers. The GM expressed interest in exploring HOA software options, while Bev and Erin shared concerns about detailed data conversion from existing systems. The group agreed to investigate QuickBooks' capabilities further before making a final decision. They also discussed data retention in new systems, with Bev explaining that cloud platforms allow for unlimited historical data storage and what can be brought forward and what we need to possibly retain.

X. MEMBER COMMENTS

There were no other member comments.

VIII. ADJOURNMENT

Motion to adjourn at 2:33 pm.

Motion by: David Towie Seconded by: Bonnie White Unanimously approved.

Action Items:

- Justine to send the September 9th and October 1st meeting minutes prior to the next finance meeting.
- Jonah to post all required journal entries to bring financials in line with audited numbers.
- GM to send the revised balance sheet from auditor to the Finance Committee members
- Begin the software comparison, look at the top three that Bev and Dan have looked at along with QuickBooks, and conversion process and review the timeline for the conversion process and see if we can compress the timeline.
- Staff to investigate the cost requirements to maintain access to Enumerate for reference during the transition period.

BBVCC
FINANCE COMMITTEE Minutes
REGULAR MEETING
January 28, 2026 at 1:00PM via Zoom

Committee Members Present		
✓ Bev Franklin	✓ Dan Nedved	✓ Mary Santi
✓ Sue Garrigan	✓ Erin Ryan	✓ David Towle
✓ Bonnie White		
Guest Members	David Wilbrecht	
Staff Present	Jonah Douglas, Bookkeeper	David Franklin, General Manager
Justine Brooks, Executive Secretary		

- I. **CALL TO ORDER:** by Dan Nedved at 1:03pm

- II. **ADOPTION OF AGENDA**
Motion to adopt Agenda
Motion by: Mary Santi **Seconded by:** Bev Franklin
Approved Unanimously

- III. **OPEN FORUM**
David Wilbrecht - in attendance to monitor the discussion about financial reporting issues and to see where the software implementation is due to concerns raised at a recent Board meeting.

- IV. **RATIFY MINUTES:**
Motion to approve September 9, 2025, meeting minutes
Motion by: Bev Franklin **Seconded by:** Bonnie White
Approved with 1 abstained

Motion to approve October 1, 2025, meeting minutes
Motion by: Bev Franklin **Seconded by:** Mari Santi
Approved Unanimously

Motion to approve December 12, 2025, meeting minutes
Motion by: Bev Franklin **Seconded by:** David Towle
Approve Unanimously

- V. **REVIEW OF FINANCIALS:**
The Committee reviewed the December 2024 financial statements, with Bev noting that while the total number matched, there was a \$433 discrepancy that needed to be addressed. Sue explained that the discrepancy was due to a Square account entry created by Jen, a previous bookkeeper, to reconcile the bank statement, and suggested moving this entry to January 1st, 2025, to balance the 2024 figures. The Committee agreed that the 2024 figures needed to match the

BBVCC
FINANCE COMMITTEE Minutes
REGULAR MEETING
January 28, 2026 at 1:00PM via Zoom

audited financials and decided not to any immediate changes to the 2024 statements while they discussed the best way to handle the discrepancy. The Committee discussed the need to focus on reconciling financial records, particularly the fund balances for 2024 and 2025. Bev expressed concerns about the discrepancies and emphasized the importance of accurate balances for the software conversion and future reporting. The General Manager and Bookkeeper provided updates on the reconciliation process. It was noted that January 2025 was mostly balanced with at \$13,350 discrepancy and explained that the 2024 journal entries were completed in December. The Committee discussed potential solutions including bringing in temporary help to alleviate the bookkeeper's workload and speed up the reconciliation process. Sue offered to take on some of the smaller reconciliations and allow Jonah to focus on the more complex Alliance account.

VI. FINANCIAL RECONCILIATIONS:

The General Manager and Sue discussed the need to investigate the discrepancies in the financial records, with the general manager suggesting that contract liability adjustments might be the cause and offered to consult with the Auditor for clarification. They also addressed the challenge of managing the bookkeepers' time effectively during reconciliations, with emphasizing the importance of documentation and planning to reduce interruptions. Bev highlighted the ongoing issues with the operating fund agreeing with audited financials, and Dan proposed hiring external accountants to assist with the reconciliation process, while also suggesting compensation for Sue's efforts.

The Committee discussed the challenges with financial data accuracy and access. Dan expressed concern about inaccurate statements and offered to request Board approval for additional resources if needed. David W suggested giving Jonah access to all data and recommended finding a quieter workspace to reduce interruptions. The General Manager explained that he spends significant time on software conversion work that could be redirected to financial tasks once completed. Sue raised questions about the automatic journal entries in Enumerate, highlighting a lack of documentation for financial procedures.

The Committee focused on financial reconciliation issues with David reporting that the organization financial statements cannot be trusted due to posting errors and integration problems with the software conversion with financial statements. Sue confirmed that the special assessment cash receivables were accurate for 2025. They discussed the need for dedicated deep work time to address these issues, with the bookkeeper mentioning his attempt to schedule focused work blocks that haven't been consistently maintained.

The Committee discussed significant financial reconciliation issues, with the report that the organization is out of balance in their accounting software dating

BBVCC
FINANCE COMMITTEE Minutes
REGULAR MEETING
January 28, 2026 at 1:00PM via Zoom

back to January 2025 with approximately 138 mis entered transactions in January alone.

VII. RESERVES:

The Committee also discussed the transfer of excess member income at the end of the year. The Board asked them to decide what reserve it should be placed into, when the transfer happened at the end of December it was put into General Reserves. The Committee discussed the options as to where it could be placed, general reserves, roads and drainage reserves, marina reserves or it could be split between all three. The Committee discussed the needs and where it would most likely be most needed.

Motion to transfer the \$260,000 of excess member income that was placed in the General Reserves to the Marina Reserves.

Motion by: David Towle **Seconded by:** Bev Franklin
Unanimously Approved

VIII. FINANCIAL SOFTWARE CONCERNION UPDATE:

Dan, Bev and the General Manager gave an update as to where BBV is at on choosing new HOA software. They gave an overview of the companies that have been looked at and out of the 6-7 that Dan and Bev provided to staff we are down to about 2 options. The General Manager, Bookkeeper and Executive Secretary have been involved with the demos of the potential software including HOA Life attached to QuickBooks (not standalone all-inclusive software), Vantaca and Yardi. All are hoping to have the software chosen out within the next 2 weeks. There are many different aspects that have been looked at with each company including industry expertise, customer service, implementation time, audit trail (current software doesn't have one), what reporting looks like, reconciliation process, workflow, etc.

The hopes are that BBV will choose new software and have a contract signed by the end of February and up and running the new software by mid-year at the latest. The Committee discussed the limitations of the new software, which will only import current balances and recent transactions while all other historical data will be archived separately.

IX. PRIORITIZE HOW PAYMENTS ARE APPLIED

The Committee discussed a payment policy and how staff is to apply payments to accounts. Currently the policy is to apply the payments to assessments first, which can be problematic for members with outstanding fines. This is also an issue as members and staff cannot see in the system how much a member is owing to the special assessment. The Committee discussed that new software

BBVCC
FINANCE COMMITTEE Minutes
REGULAR MEETING
January 28, 2026 at 1:00PM via Zoom

may allow us to enter an invoice with future due dates that would allow the Finance Committee and staff to keep track and collect special assessments more effectively. The Committee discussed the need to consult with the legal team in regard to payment application rules, what can we actually do with the RCW changes in 64.90.

X. MEMBER COMMENTS

The General Manager gave a brief update on delinquent accounts specifically the one that he has been negotiating with in regard a VA loan and them requesting a lien release.

The Committee discussed the next meeting at the end of February and it would just be a quick meeting which will only be an update financial reports and HOA software selection, allowing the Bookkeeper to get caught up on account reconciliations.

XI. ADJOURNMENT:

Next Meeting set for February 25, 2026, for a brief update.

Adjourned Meeting at 2:38pm

Motion by: Bev Franklin **Seconded by:** Mary Santi

Unanimously Approved



BIRCH BAY VILLAGE COMMUNITY CLUB (BBVCC)

Marina Committee Meeting – Minutes

Date/Time: Tuesday, January 27, 2026, 2:00 pm PDT

Location: Maintenance Conference Room & ZOOM Meeting

Zoom Info: Meeting ID: 88586569122 Password: 8055

Phone In call only: 1-253-215-8782

Marina Committee Members:

Charlie Hall, Chair, Kevin Anthony (Zoom), Bryan Vanderyacht (Zoom), John Stone, and Scott Tobiason (Zoom)

Absent: Mike Moriarty

BBVCC Officers and Staff:

Randy Ambuehl (Board Liaison) (Zoom), David Franklin (General Manager)(Zoom), Patrick Heaviside (Harbormaster) and Justine Brooks (Executive Secretary)

Others:

Wade Church, Robert Hepple, and Christiane Leske

AGENDA

- **APPROVAL OF AGENDA: January 27, 2026** Approved Not Approved
 Motion to approve.
 Motion by: Kevin Anthony Seconded by: Bryan Vanderyacht Unanimously Approved

- **APPROVAL OF MINUTES: November 25, 2025** Email Approved Not Approved
 Motion to approve.
 Motion by: Bryan Vanderyacht Seconded by: John Stone Unanimously Approved

- **AUDIENCE PRESENTATION**
Robert Hepple and Christiane Leske spoke regarding getting their boat which has a beam that exceeds the current limit of the 15-foot rule by approximately 6 to 8 inches. Christiane spoke regarding their lot here in the Village and what they envisioned doing on their property and having their sailboat here would make it perfect.
Patrick and the Committee discussed the options for the Hepples mooring their boat on either C or D dock with a possibility of being on E dock and the process that would need to happen. Patrick will draft the language for changing the current marina rules to accommodate this and possibly other boats to be moored on the docks, this accommodation would only allow for so many inches over the 15-foot beam width, subject to committee and Board review and approval.
Motion to draft a rule change to allow a petition for beam width.
Motion by: Scott Tobiason **Seconded by:** John Stone
 There was a discussion regarding needing the motion and what the reasoning for needing a motion. The Committee wants to be transparent and to ensure that no favoritism is happening.
Motion approved unanimously.

- **RESULTS FROM BOARD MEETING**
 11/25/25 MC minutes were approved.
 Increase 2026 boat/trailer storage fee from \$360 to \$384 was approved.

HARBORMASTER REPORT

Update on marina operations: moorage occupancy, rules compliance, new issues, suggested topics for MC discussion, etc., and current project updates.

Patrick provided a report that there are currently 48 total openings, A dock there are 14 – 11 split, 2 outer and 3 full fingers, B dock there are 16 – 15 inside and 1 outside, C dock there are 9 – 5 full, 4 inner and D dock - 3 inside, 3 small, 3 crab and one side tie. No full fingers but there will be one full on the south side soon.

1. Shore power GFI modification – installation status.

Elite came out to install the new GFI modules and during installation found that there were 3 faulty modules. They fixed it so that the power on all the dock is working but we have had to order 3 new modules and Patrick ordered a few extras just in case. Elite will come back out once the new modules are here to install.

2. Eco grating panels – C dock user feedback and 2026 replacement plan for other docks.

Patrick noted that no one has complained about the new eco grating panels but also mentioned to walk on your toes going down the grating to make sure that you don't slip. The wood that was previously there was a lot worse.

3. Moorage request – vessel with 16' beam vs. limitations of proposed rules 4.3.5 and 4.3.6.

This was discussed during member presentations.

New Issues:

Patrick stated that we are still working on getting one boat out of the marina and it is not an easy process. We are currently waiting for a document to get notarized so that they can get a new title that boat so it can get donated.

There was a discussion regarding the boat that sank. They are renters and there has been discussion regarding having property owners sign the moorage agreement as well as the renters, because ultimately it is the property owners responsibility to pay costs back to the Village. With this boat the owners allowed their insurance to lapse which made this situation more difficult. The response that the employees provided allowed the Coast Guard and Ecology to not Federalize, which would triple the costs, but allowed BBV to handle the recovery. The boat is floating, with a big thank you to Top to Bottom and we are working on hull out and removal. We are also working with the attorney on this whole matter. With the way BBV responded and working fast saved a lot of money. Changing the moorage agreement for renters is a stop gap to prevent and allow the property owners the notice that they would be responsible for any costs.

The Committee discussed insurance and how the Village is notified if insurance is renewed or cancelled. When the Village receives notice, it is approximately 3-4 weeks after the cancellation or lapse. We are going to need to get the rules tightened up on the insurance, registration and moorage requirements. The Committee started a discussion regarding compliance and fines, which was moved to later in the meeting to go along with the rules and regulations.

OLD BUSINESS

1. **Future Marina Upgrades** – Develop project plan, timeline and cost estimates (**Status: John S., Scott T. and David F.**)

Background: The Board has approved a scope of work agreement with Anchor QEA in the amount of approximately \$210,000. The agreement for consulting and support services will occur over the next 2-3 years and will address harbor bank reinforcement, piling replacement, ramp and gang way replacement, fuel dock and fuel tank replacement, entry channel and harbor basin dredging, marina dock grounding, launch ramp replacement and related permits and testing. Wilson Engineering has

completed a channel and harbor bathymetric survey; initial permit applications have been submitted to Anchor QEA for review and completion and the boat ramp replacement permit application has been submitted to the appropriate agencies. Initial and revised project cost estimates have been provided by Anchor QEA but further review, analysis and discussion with Anchor QEA is required. See previous agendas and minutes for a more extensive background.

[Update progress on Anchor QEA contract and status of permit applications.](#)

[Launch ramp replacement design and permit status, vendor RFP's.](#)

[Eel grass survey status – June 2026 schedule.](#)

[Marina entrance channel dredging project update \(12/2025 meeting with Anchor\)](#)

[Review of Anchor QEA cost estimates and progress on reducing mitigation costs.](#)

The group discussed progress on marina upgrades, including engineering proposals for a launch ramp and permitting for basin dredging and bank stabilization projects. The Committee requested an updated schedule for the dredging project from Anchor QEA. They briefly discussed bank stabilization at lighthouse park and by some of the dock ramps.

2. **Financial Items** (Status: Charlie, David)

[2025 & 2026 Marina financials results.](#)

David F provided financials that will be going to Charlie then out to the Committee after the meeting. During the meeting the Committee reviewed the financials and discussed how much money was going to be transferred into the Marina Reserves, which will be discussed at the next finance committee meeting.

3. **Marina Rules & Regulations rewrite.** (Status: Scott)

Background: At several MC meetings this year a review of the Marina Rules & Regulations was performed with proposed changes provided by BBVCC staff, MC members and guests. The resulting draft versions are being consolidated with key changes summarized to facilitate the review, approval and incorporation into a new version that will eventually be presented to the Board for approval. See previous agendas and minutes for a more extensive background.

[Status of revised draft from subcommittee.](#)

Scott presented the draft of the marina rules with recent edits noting the removal of redundant section, consolidating definitions and clarifications to make terminology throughout and consistent with all documents. The Committee discussed clarification on emergency protocols, decal protocols (boat, trailer, launch, entry, etc.), vessel registration and/or permits, how things are enforced or fined, how slips are assigned and if private dock owners are allowed to have moorage, and when members are allowed to have second slips.

They also discussed Bylaw 11.1 and the privileges for property owners who rent their property and how clarifying language is needed to distinguish between marina privileges and community dock moorage, allowing members to retain some privileges.

The Committee considered extending marina-wide operability and seaworthiness standards to private docks but there was an expressed concern about liability and enforcement, it was suggested that further consultation with risk managers and legal advisor to determine the Villages' potential liability for incidents on private docks.

The Committee addressed the consequences for unpaid moorage fees and if an incident were to happen again is there a time frame when that member could not have a boat in the marina. They agreed to finalize the rewrite of the Marina Rules with requesting any final input from all the members of the Committee.

4. **Dock Captain Boxes.** (Status: Kevin)

Dock Captain boxes need to be refurbished or replaced and re-supplied including extra life vests.

Discussion of project status.

Kevin provided an update, there are still items that are needed for the dock captain boxes. PFD's are not needed as we have had plenty of those provided. There have been other things provided that are old and not useful anymore. Kevin will provide an updated list of things that are needed. There was a brief discussion regarding having absorbent pads available in each but that was decided against as there is not enough room in them for what would be required. The emergency response materials should be located in the trailer only rather than the dock boxes.

5. Boat Wash-down Area Paving. (Status: Mike)

Discussion of project status.

Kevin provided a brief update on this as Mike was unable to attend the meeting. This project will be happening along with the paving project this year. It was brought to the attention that grating for runoff and a possible swale of sorts should be added into the scope of that work.

6. Vessel Safety Day 2026 (Status: Kevin, Charlie)

Kevin wants to secure a date for Vessel Safety Day and the dates in May and June that look available are May 30th and June 6th, especially to have the Coast Guard Auxiliary available. The Committee discussed the dates and decided that June 6th seems like the better date. The Committee will also look at the shrimping schedule to see if this is a conflict.

The Committee discussed the events that they have had in the past and the turnout that they have had and would like to have more of a turnout. The Committee discussed having an "open house" happen and potentially other marina events. Patrick discussed how two members of the community may be looking at having a Marina parking lot BBQ & concert if allowed. The Committee is going to explore other options to spark more interest.

7. Tabled Items (items temporarily closed for MC discussion but may re-occur for discussion).

Fuel dock electrical panel repairs.

Whatcom County Fire Department recommendations regarding relocating dock standpipes and fire hydrants pending feasibility and cost review.

Marina Committee Mission Statement.

Private Dock Fees

NEW BUSINESS:

1. MC membership applicants.

At this time there have been no application sent to the office for the Marina Committee. This will be sent out in David Franklins weekly update. The Committee also discussed seeing if Wade Church, who attends the meetings, would be interested in serving on the Marina Committee.

2. Moorage rate & marina fee analysis/strategy for 2027.

Charlie asked that a subcommittee be formed to look at fees and make a plan for 2027. Patrick has some ideas that he would like to bring forward. Scott T, Wade Church, Charlie and Patrick will be on that subcommittee.

The Committee also discussed a fee for the private dock users.

Adjournment Time: 5:15 pm

Motion By: John Stone

Seconded By: Bryan Vanderyacht

Unanimously approved

Next meeting: February 24, 2026 (note 4th Tuesday of the month) 2:00 pm PDT.



February 13, 2026

To: Birch Bay Village Community Club Board of Directors

From: Justine Brooks, Assistant General Manager

Re: Operations Report

Administration

Staff - had a staff meeting on February 5, 2026, at the meeting Jonah Douglas, was introduced as the Bookkeeper, Justine Brooks was announced as Assistant General Manager, and we had Justin Slagle from Tradewinds there to explain and talk about the Simple IRA plan and the Roth option. The search for a new Executive Coordinator (ACC Administrator / Executive Secretary) has started. The posting has been up since February 9th and will run until the beginning of March. We are working with the recruitment team in this process.

HOA Software Selection - The General Manager, Bookkeeper, Assistant General Manager, 2 members of the Finance Committee and the Harbormaster (when necessary) attended meetings/demonstrations for potential new HOA software and Marina software. We have been focusing on 3 software companies and hope to have a final selection before the end of this month. We are waiting for some clarification on fees and some specific department functions that we were unable to view during the hour demo meetings.

Ticketing Project Management- Staff have been trying to utilize ticketing project management software. This software would be utilized for keeping track of our larger projects and other tasks. Software that we have looked at is Jira and Monday. We decided that Jira would be too complicated for everyone to use. We have a trial with Monday (Monday.com) to see how we like it.

ACC Activity

- ACC reviewed 3 applications. One of the applications was a ratification of the administrative approval given to the one item that would have been on the January ACC agenda. All 3 applications were approved. The Committee discussed some of the lighting complaints that have been received.

Miscellaneous

- The Office has issued 42 bar codes for the last month (January 14th to February 13, 2026).
- The Office has completed 6 home sales and 7 HOA requests in the last month.

Pro Shop

- Pro Shop has been busier than normal at this time of year. Staff held football watching parties for two football games including the Super Bowl. Turnout for both events was great.



Golf Greenskeeper

- Greenskeepers have been doing winter mowing, edging the golf course golf cart paths doing repairs on equipment, and completing repairs and upgrades to drainage.

Maintenance – The Maintenance Department has been busy this winter with the following:

Maintenance Report- January 18 to February 13

- Reattach finger on C dock.
- Cleat installation.
- Repair restroom urinal.
- Install Baidarka in the Clubhouse.
- Remove and dispose of a truck load of used oil pads and boom.
- Clean up and mulch flower beds.
- Replace and install the marina entry sign and Chanel marker signs.
- Installed new compressor at the Pro Shop
- Completed monthly inspections.
- Maintenance on dump truck.
- Completed some small equipment repairs.
- Completed utility locates and potholing.
- Issued the RFP for Paving
- Inspected dock fingers
- Troubleshoot phone issues at the guard house.
- Completed repairs on the Wi-Fi bridge between the Clubhouse and Maintenance buildings.
- Pressure washing at A dock, B dock and guest dock.
- Clean up main entry sign and gate infrastructure.
- Repair the lower gate latch.
- Start refinishing picnic tables and benches.
- Quarterly window cleaning.
- Early (out of season) mowing and ditch trimming.
- Preparing for chemical treatment of the lakes.

Marina

- **Marina** – Harbormaster has been working on ensuring that all the vessels in the Marina have up to date documentation, this includes insurance, registration and a moorage agreement. The Harbormaster has been working with a member to get their older boat out of the marina. Harbormaster and General Manager have been working on getting the Su Sez out of the Marina.
- Marina Committee has been working on the rewrite of the marina rules and is getting closer to having it complete for the Board to review.
- Currently the marina has 47 vacant spots for moorage, 4 more vacancies than last month.

Lakes and Drainage

- Put together a subcommittee, Fishing Policy Work Group, to put together the rules and policies for fishing on the lakes.



Compliance

CCR Letters Sent	
Vehicle Issues	2
Speeding	1
Pets	2
Trash	1

Speeding – The speed camera is still down; we are currently waiting on getting the camera back from Traffic Logix. Compliance has been utilizing the lidar gun when they can and going to the areas with higher speeds that have been indicated on the speed signs.

This is data received from the speed signs not the speed radar camera trailer.

Speed Data						
MPH	5397 Salish	8211 Skeena	8226 Sehome	8250 Quinault	TOTALS	%
0-20	1364	1252	3320	5858	11794	79.53
21-25	263	190	932	1546	2931	19.76
26-30	17	7	20	47	91	.0061
31-35	3	2	3	3	11	.0007
36+	1	0	0	0	1	.00007
					14,828	

The compliance team has used the lidar gun for approximately 20 hours in the last month. There have been 0 citations issued as everyone slows down when they see the team using lidar gun.

- **Cameras** – NW Tech is working on providing a quote for the next phase in the camera project and has provided a quote for the final step of putting up two towers to have connectivity between the lower gate and the maintenance shop.
- **Lighting** – We are ramping up to get the final phase of the lighting project started. We would like to have it completed before our maintenance team gets into their busy season as Semia Renovations will be utilizing Maintenance staff and the mini excavator for the trenching portion of the project.
- **Community Plan** – There will be a Town Hall for the Community Survey on Thursday, March 12 at 6pm.

Future BBV Projects

- **MOU project** – drainage from Birch Point Road/ Birch Bay Drive to Kwann Lake to Rogers Slough. We are working with the County on this project, and it looks as though it could be pushed from being completed in 2026 to 2027 or 2028.
- **Marina Dredging** – working on permitting with Anchor QEA and other agencies.
- **Boat Launch Ramp Replacement** – Expense authorization to be supplied for February Board meeting.
- **2026 Paving** – Expense authorization to be supplied for February Board meeting.
- **Marina Restrooms** – Working on permitting process and preparing the RFP to go out.



- **Culvert Replacement** – we have 125 total culverts that are BBVCC responsibility to repair or replace and we have 30 standard 12-inch culverts that need to be replaced. We also have 3 larger culverts that will need to be replaced that will require engineering and additional work.

TO: David Franklin, GM

FROM: Nick Chen, AICP

DATE: February 16, 2026

RE: February 2026, Birch Bay Village Board of Directors Meeting – Community Plan

On behalf of the Kimley-Horn team, we would like to provide a follow up status of work on the Community Plan to the Birch Bay Village Board of Directors. As stated in the previous update, the Community Plan is part of the long-range planning process and will set the framework for the Birch Bay Village Community for years to come. This Community Plan is currently looking at a 10- to 20-year timeframe. The primary objectives of the plan are to:

- Establish goals and policy actions that will address anticipated challenges that the community may face, such as financial, housing, environmental, or others;
- Set measurable policy actions which can be evaluated for completion on a regular basis. Some may be short term (within the next year) while others may require further funding or planning and have a timeframe of a decade or longer; and
- Memorialize the community's vision for the future of Birch Bay and set a framework by which all future decisions can be evaluated for consistency.

Recent Project Milestones

The project has recently completed several milestones relating to the draft Community Plan document. Community Outreach relating to data collection and visioning was completed at the end of 2025, with a summary of the Open House and Community survey provided in the November 2025 updated. Draft sections, as described below, are nearing completion with initial findings available.

Community Plan Development

Our team is finalizing initial draft sections of the Community Plan. In discussion with staff, Kimley-Horn will bring the primary draft findings before the Board of Directors and community for discussion purposes in March or April 2026, pending meeting date finalization.

Initial findings for each of the Community Plan sections are described below.

- Community History and Existing Conditions
 - The community lacked a comprehensive history document that we could locate, however several long-standing members provided detailed written summaries and photographs for inclusion within the Community Plan. This will help to preserve the early history of the community dating back to inception in

1967 as well as set the framework for discussions on future growth and direction. One takeaway is that while there have been changes to the makeup of the community over the last five decades, the community has largely maintained the same physical structure as initially envisioned. That has provided a level of certainty for residents, however it has stunted growth and future planning as the population ages and options for affordable and maintainable housing may force some residents from their homes.

- Land Use, Development, and Community Character
 - This section contains a review of what the type of development currently permitted under the Whatcom County Comprehensive Plan and Zoning Code. While there are local Birch Bay Village CC&Rs which further restrict development, revisions to those are up for consideration with changes relating to the Washington Uniform Common Interest Ownership Act (WUCIOA) also referred to as Revised Code of Washington (RCW) 64.90. This section also contains an analysis of housing, community space, and parks within Birch Bay Village, including levels of service provided to residents and potential options for further housing choice based on expressed community input.
- Economic Sustainability
 - This section contains a financial summary of the budget and revenue sources for the Birch Bay Village community. As a private community, annual dues and special assessments tied to specific projects are the primary ways to gain funding. Occasionally some projects will qualify for local, state, or federal grants. The Community Plan helps to identify future community and capital needs as well as ways to potentially raise the necessary funds to meet those needs. The analysis within the Community Plan identified several alternative dues structures which may increase revenue while more equitably distributing dues. Those are modeled conceptually within the plan with common assumptions applied.
- Environmental Hazards and Resilience
 - Large portions of the community are subject to flooding and damage during storm events, as modeled and shown within this section based on FEMA flood plain mapping. While the golf course is appropriately located to take on much of this flooding, a number of houses and community resources, including the community center, pool, and golf clubhouse, all sit within flood prone areas.

This section describes risks related to flooding, sea level rise, and king tides as well as community asset exposure.

- Capital Improvements
 - This section contains a high-level physical analysis of large community assets, including the parks, community center, marina, and golf course. After assessment, potential maintenance and visionary projects were developed and prioritized based on community feedback.

- Community Action Plan
 - This section contains the draft community vision, goals, and policy actions which implement the community plan. The draft vision was developed through feedback from the community and the goals support both that vision and the needs determined through the analysis performed. Policy actions are the steps needed to complete those goals and are developed to be measurable and have a clear timeline, funding source, and parties responsible for helping with implementation. Policy actions may be direct actions or they may call for further in-depth analysis of specific issues.

A more detailed description, including a walkthrough from community feedback, to analysis, to development of goals and policy actions, will be provided at the in-person meeting later this year. It is important to note that all of these materials are draft in nature and subject to review by staff, the community, and the Board of Directors. They are presented in a finalized form for organizational purposes.

Future Work Through June 2025

We look forward to coming before the Board of Directors in March or April 2026 to review preliminary draft sections of the Community Plan and gather additional community feedback as we continue to develop the plan.

Project Schedule

The Community Plan project is on schedule, consistent with the project schedule provided in the Project Charter and the November 2025 update. That schedule is provided below for reference.

Task Name	2025						2026				
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
1. Project Management											
2. Existing Conditions											
3. Community Engagement											
4. Land Use, ENV, and Economic Analysis											
5. High Level CIP											
6. Community Action Plan											

BBV Board Meeting Action Items

Assignee	Task	Priority	Status	Start Date	Due Date	% Complete	Done/Overdue?	Notes
David	Security/surveillance Cameras		In Progress		2/19/2025	50%	In progeess	Guard House, Clubhouse area complete. Next step Office/Marina then install towers at lower gate and Maintenance Shop.
GM	Schedule with Dr Granger a meeting with the School Board to discuss child pick up with in the Village. Send out Bus Survey.		In Progress			25%		David met with Granger and bus depot and received map of BBV members. Need to send out Bus Survey including that the bus will be parked off road and not interfering with traffic. Schedule a meeting with Blaine School new superintendent.
Staff	Review Employee Performance Documents		Complete			50%		Needs work - after using in December for reviews.
Dave O and David F	Accident Prevention Program review							Need to schedule.
David F	Send notice to members regarding fence along norther border - Education piece in weekly update.		In Progress			50%		Letter Sent - Send reminder info in March 2026.
Staff	Publish amended Member not in good standing resolution		??			50%		Need to check where progress is at.
David	Letter to Private Dock Owners and schedule a meeting		In Progress			10%		In contact - Waiting until after Holidays to schedule meeting - Contact is Bryan V.
Staff	New Microphones		In Progress			10%		Waiting on Dimensional - looking for the best option.
Justine	HR Documents - policies, job discriptions, performance evaluations and forms.		In Progress			25%		2/13/2026 - 4 Job descriptions completed, working on others to review with employees before they go before the Board. Next will be the performance evaluations and policies. Review what has happened and started review of job descriptions with each employee.
David F	Community Survey Results -							Have results working with Adam Horsman to help bucket word salad answers.
David/Patrick	GFR replacement project		In Progress			25%		Modules have been ordered waiting on delivery then installation.
Dave O	Volunteer Recognition Dinner							January BOD Mtg
Lakes	Fishing Policies - Rules and Regulations Signs							Discussed at the February Lakes Meeting
GM/AGM	RFP for Marina Restroom							RFP put together - working on permit.
GM	Sunken Boat Removal - Legal, insurance, process							GM working with legal, property owner, and boat owners.
GM	Shelter Bay Policies and Procedures to Board							

Assignee	Task	Priority	Status	Start Date	Due Date	% Complete	Done/Overdue?	Notes
GM	Legal Clarification regarding Safety/Security Committee first review of hearings							
GM/AGM	Budget for Annual Volunteer Dinner							
Staff & Finance Committee	HOA Software Selection							Work on selecting new HOA software
GM	Timeline & Work Plan for 64.90							64.90 Task Force reviewing



February 16, 2026

To: BBVCC Board of Directors

From: David Franklin, General Manager

Re: Draft BBVCC Financial Reports for the Period Ending December 31, 2025

The following is a summary of the financial reports for the period ending December 31, 2025. These statements were reviewed and approved by the BBVCC Finance Committee but are not audited financial statements. December represents the end of BBVCC's fiscal year and the most important reporting month. The reports mark the financial performance of BBVCC to the adopted budget for the year. Please be aware that these reports will be revised for several reasons including:

- Invoices are still being recorded in February of 2026 for expenses incurred in 2025
- Continued work on bank reconciliations and reposting of incorrect transactions
- Reclassification of expenses to and from Operating and Reserve funds
- Audit corrections in the future after reviewing and adjusting journal entries

Balance Sheet

The Balance Sheet for this period requires additional work and should be considered a rough draft that could see significant revisions especially related to interfund balance allocations as indicated on the bottom line of the report. Additionally, we are continuing to work through correcting 2025 bank reconciliations and are currently through the month of May of 2025. Once June and July are completed, the work is expected to go much faster toward completion of the remainder of 2025.

Reconciliation discrepancies to date:

January 2025	\$13.5K forced balance
February 2025	\$3.30 forced balance
March 2025	Reconciled to \$0.00
April 2025	Reconciled to \$0.00
May 2025	Reconciled to \$0.00
June 2025	In progress

January 2025 was particularly difficult as a result of accounting software issues. Other reconciliations were cleared incorrectly, but once corrected, reflected no change. No malfeasance is suspected and the end result is expected to be immaterial to the overall financial situation. The entries were more expeditious than exact.



Birch Bay Village Community Club

DRAFT

Fund Balance Sheet
As of: 12/31/2025

	Operating Fund	General Reserves	Marina Reserves	Roads & Drainage Reserves	Total
Assets					
Cash Total	345,374	88,309	201,294	42,292	677,269
CDs Total	1,005,191	739,889	457,711	1,318,277	3,521,069
Bonds Total		298,870		199,248	498,118
Cash Assets Total	(5,520)				(5,520)
Inventory Assets Total	18,903				18,903
Prepaid Assets Total	2,876				2,876
Property & Equipment Total	4,807,549				4,807,549
Accounts Receivable Total	112,344		361,686		474,029
Intrafund Transfers Total	72,892	(46,054)	20,336	(47,173)	
Other Assets Total	(569)				(569)
Total Assets	6,359,041	1,081,014	1,041,027	1,512,644	9,993,726
Liabilities					
Payables Total	109,961		(13,635)		96,326
Refundable Deposits Total	88,725				88,725
Prepaid Balances Total	406,657				406,657
Payroll Liabilities Total	34,040				34,040
Other liabilities Total	2,251				2,251
Reserve Commitments Total		1,358,588	946,112	1,665,499	3,970,199
Equity	641,634	1,358,588	932,477	1,665,499	4,598,198
Members Equity Total	7,361,841				7,361,841
Reserves Total		(187,186)	(1,807,818)	(994,807)	(2,989,811)
Current Year Net Income/(Loss)	363,229	(125,855)	519,680	266,443	1,023,498
Total Equity	7,725,070	(313,041)	(1,288,138)	(728,364)	5,395,527
Total Liabilities & Equity	8,366,704	1,045,547	(355,660)	937,135	9,993,726
Total Assets	6,359,041	1,081,014	1,041,027	1,512,644	9,993,726
	2,007,663	(35,467)	(1,396,687)	(575,509)	



Income Statement – Operations

Executive Summary:

Birch Bay Village Community Club closed 2025 with Net Income of \$363,291, compared to a breakeven budget.

While total income exceeded budget by a modest \$26,299 (0.8%), expense management generated a significant \$336,993 favorable expense variance (9.8% under budget), which drove the strong year-end surplus.

Key drivers of performance:

- Stable core revenue – Dues met expectations.
- Strong interest earnings due to favorable rates and full cash deployment.
- Personnel savings from open positions.
- Controlled operating costs across Security, Roads, Parks, Admin, and Maintenance.
- Contingency funds largely unused, strengthening operating results.

The reported surplus will be reduced by depreciation, and \$260,000 was transferred to Reserves on 12/31/2025, demonstrating proactive long-term capital planning.

Overall, 2025 reflects strong fiscal management, conservative spending, and healthy cash positioning.

Income Analysis

Total Income:

- Actual: \$3,473,958
- Budget: \$3,447,659
- Favorable Variance: \$26,299

Major Revenue Observations:

- **Dues** (+\$5,034) - Core revenue remains stable and predictable, an indicator of strong membership base stability.
- **Compliance** (+\$31,985) - Significantly above budget due to speeding violations. While financially favorable, this revenue source reflects enforcement activity rather than sustainable income.
- **Interest** (+\$22,534) - A major positive variance driven by favorable interest rates and investing all available cash. This reflects strong treasury management.
- **Marina** (-\$21,592) - Moorage revenue fell short of budget, though noted improvement from prior year. This area may warrant further pricing, occupancy, or demand analysis.
- **Golf** (-\$12,412) - Budget assumed 25 Neighbor Passes; only 8 sold. Demand forecasting may need recalibration.
- **Pro Shop** - (\$10,568) Food revenue underperformed expectations.
- **Gain on Sale of Assets** - (+\$13,000) Unbudgeted but beneficial one-time revenue.

Overall Income Conclusion:

Revenue performance was solid but not materially above expectations. The year's financial strength was primarily expense-driven.



Expense Analysis

Total Expenses:

- Actual: \$3,110,667
- Budget: \$3,447,660
- Favorable Variance: \$336,993

This represents a nearly 10% reduction from budgeted operating expenses.

Major Favorable Expense Variances

- Personnel (+\$66,479) - Open positions generated savings. Important to assess whether service levels were impacted.
- Security (+\$43,188) - Service and software costs below budget. New state law taxes security services and an additional \$23K will need to be paid in state tax in 2026. This was not anticipated in the 2026 budget
- Roads (+\$36,611) - Crack seal expense budgeted in both Operating and Reserve created majority of surplus.
- Maintenance (+\$38,836) - Lower repair and outside contract expenses. Positive cost control.
- Admin (+\$38,492) - Lower insurance and tax expenses.
- Golf (+\$32,856)
Lower repair expenses partially offset higher water usage. Net favorable.
- Other (+\$55,067)
 - \$20,000 contingency unused
 - Only one-third of community plan expense incurred to date
- Parks (+\$23,530) - Landscape costs under budget.
- Lakes (+\$17,757) - Used prior-year chemical inventory.

Unfavorable Variances

- Clubhouse (-\$11,958) - Improvements expensed that should likely be reclassified to Reserve
- Marina (-\$3,845) - Slight overage, minimal impact.
- Pro Shop (-\$3,195) - Operating costs exceeded revenue performance.

Bottom Line: Structural vs. Temporary Savings

Some favorable variances are timing-related or non-recurring:

- Open positions (Personnel)
- Unused contingency
- Reserve expense posted to Operating
- Partial community plan expense
- Inventory carryover (Lakes)

This net surplus should not automatically be assumed for 2026. When there is an Operating surplus exists at the end of the year, the funds are transferred to Reserves, where they are badly needed.



Birch Bay Village Community Club Income Statement 01/01/2025 - 12/31/2025					
DRAFT					
Income		Year to Date			
Account	Actual	Budget	Variance		Notes
Dues	2,344,374	2,339,340	5,034		
Admin	68,906	77,750	(8,844)		Decreased transfer fees
Architectural	18,500	20,000	(1,500)		
Compliance	40,985	9,000	31,985		Speeding violations
Marina	631,066	652,658	(21,592)		Moorage < budget but incr from PY Budgeted for 25 Neighbor Passes.
Golf	144,429	156,841	(12,412)		Only sold 8
Pro Shop	34,032	44,600	(10,568)		Food income < Budget
Pool	18,465	16,000	2,465		
Clubhouse	5,500	3,000	2,500		
Maintenance	190	750	(560)		
Misc	106,977	102,720	4,257		
Interest	47,534	25,000	22,534		Favorable interest rates. All cash invested
Gain Sale of Assets	13,000		13,000		
Total Income	3,473,958	3,447,659	26,299		
Expense		Year to Date			
Account	Actual	Budget	Variance		
Personnel	1,396,127	1,462,606	66,479		Open positions
Admin	332,497	370,989	38,492		Lower insurance and tax expense Lower repair & outside contract expense
Maintenance	68,269	107,105	38,836		Clubhouse improvements. Repost to Reserve
Clubhouse	23,408	11,450	(11,958)		
Pool	19,675	22,850	3,175		
Golf	125,219	158,075	32,856		New equipment. Lower repairs. H2o 7k> budget. 55k
Parks	27,470	51,000	23,530		Landscape cost < Budget
Marina	653,503	649,658	(3,845)		



Roads	13,389	50,000	36,611	15k for crack seal budgeted in OP & Reserve
Security	321,768	364,956	43,188	Security service and software < Budget
Lakes	40,744	58,501	17,757	Chemical inventory used from PY
Pro Shop	19,145	15,950	(3,195)	
Other	69,453	124,520	55,067	\$20k contingency not used. 1/3 of cost for community plan used to date
Total Expenses	3,110,667	3,447,660	336,993	
Net Income	363,291	(1)	363,292	\$363K net income. Will be reduced by depreciation. \$260K transferred to Rsv 12/31/2025

Aging Analysis

At year-end 2025, total aged receivables stand at \$134,127, compared to \$108,535 at 12/31/2024 — an increase of \$25,592 (+24%) based on aging category comparison.

However, when comparing posting code totals year-over-year, overall delinquent balances declined significantly due to the wind-down of Special Assessment balances.

Key Themes:

- Fewer delinquent homes (166 vs 176; -5.7%)
- Special Assessment receivables largely resolved (-\$86,591; -80%)
- Significant growth in fines receivable (+288%)
- Higher concentration of balances in 90+ day category

Overall credit quality remains manageable, but aging concentration has shifted toward older balances.

Observations

- The most notable concern is the **42% increase in 90+ day balances**.
- Current and 60-day balances improved, suggesting early-stage collections are working.
- The aging profile shows increased concentration in long-term delinquencies.

This indicates:

- Chronic accounts are aging.
- New delinquencies are not materially increasing.
- Collection efforts may need to focus more aggressively on older accounts.

Summary for the Board

- Overall Assessment
- The Association is not experiencing widespread delinquency growth, but rather a shift in composition:
- Special Assessment risk has materially declined.
- Dues and fines now represent the majority of exposure.



- Balances are more concentrated in older aging categories.
- The situation is manageable but requires focused attention on aging 90+ day balances and fine collections to prevent compounding risk.
- Strengthen collection processes (payment plans, small claims, lien enforcement for chronic delinquencies).

BBVCC Aged Member Receivables Prior Year Comparison					
Date	Current	Over 30	Over 60	Over 90	Total
12/31/2025	\$4,757	\$4,781	\$1,759	\$122,829	\$134,127
12/31/2024	\$13,752	\$4,353	\$3,839	\$86,591	\$108,535
Difference	(8,995)	429	(2,080)	36,238	25,592
%	-65%	10%	-54%	42%	24%
Aged Owner Balance Comparison 2024-2025 by Posting Code					
	2025	2024			
Account Description	Delinquent Amount	Delinquent Amount	Difference	%	2025 % of Total
A/R - Dues	49,823	39,909	9,915	25%	37%
A/R - Interest	6,090	5,196	894	17%	5%
A/R - Legal	2,699	11,940	(9,241)		2%
A/R - Marina	6,165	16,715	(10,549)	-63%	5%
A/R - Fines	25,112	6,464	18,648	288%	19%
A/R - Misc	11,885	8,039	3,846	48%	9%
A/R - Late fees	10,409	20,273	(9,864)	-49%	8%
A/R - Special Assessment	21,943	108,535	(86,591)	-80%	16%
Total	134,127	217,070	(82,942)	-38%	
Total Number of Homes: 2025		166		-5.7%	
Total Number of Homes: 2024		176			
Bottom Line: Delinquency amounts are up, but are in line with percentage increases of dues and fees. Number of delinquent accounts is down from PY. Fines increased by 288%, making up the majority of the increase between periods.					



Reserve Activity for 2025

Executive Summary:

BBVCC's reserve funds are continuing strong growth toward full funding in 2025, supported by:

- Fully funded annual reserve allocations (100% of budgeted contributions made)
- Strong interest earnings across all reserve funds
- Strategic capital expenditures (vehicles, security, golf equipment, marina dredging)
- Positive net reserve inflow across all major funds

Total Net Reserve Increase (2025): \$1,033,583

The Association continues to build reserves while executing planned capital improvements, all strong indicators of long-term financial stewardship.

Reserve Activity			
Birch Bay Village Community Club			
Period: 1/1/2025 - 12/31/2025			
General Reserve Fund			
General Reserve Fund Income	Actual	Yearly Budget	Notes
4010-090 Reserve Allocation - General Reserve	\$331,913	\$331,913	
4850-090 Interest - General Reserves	\$29,608		
4855-090 Interest Tax Free	\$8,088		
Total General Reserve Income	\$369,609	\$331,913	
General Reserve Fund Expenses			
7010-090 General Reserve - Reserve Study	\$2,375		
7200-090 General Reserve - Equipment	\$114,282		Golf equipment
7206-090 Security Equipment	\$49,570		Cameras
7207-090 Vehicles/Trucks	\$90,867		Dump truck and F250
Total General Reserve Expense	\$257,094		
General Reserve Fund NET	\$112,515	\$331,913	
Marina Reserve Fund			
Marina Reserve Income	Actual	Yearly Budget	
4030-090 Reserve Allocation - Marina - Reserves	\$548,200	\$548,200	
4050-090 Special Assessment - Marina	\$153,314	\$170,063	Still owing 364,165
4860-090 Interest - Marina Reserves - Reserves	\$23,128		



Total Marina Reserve Income	\$724,642	\$718,263	
Marina Reserve Expense			
7501-090 Marina - Dredging - Reserves	\$73,072		Permit applications and studies
7503-090 Marina - Dock Replacement Project	(\$3,055)		
Total Marina Reserve Expense	\$70,017		
Marina Reserve NET	\$654,625	\$718,263	
Road Reserve Fund			
Road Reserve Income	Actual	Yearly Budget	
4020-090 Reserve Allocation - Roads & Drainage	\$278,184	\$278,184	Engineering/Studies
4870-090 Interest - Roads & Drainage Reserve	\$43,154		
4875-090 Interest Roads & Drainage - Tax Free	\$5,405		
Total Road Reserve Income	\$326,744	\$278,184	
Road Reserve Expense			
7800-090 Roads - Paving & Asphalt	\$7,835		
7801-090 Roads - Culverts	\$52,466		
Total Road Reserve Expense	\$60,301		
Road Reserve NET	\$266,443	\$278,184	
Total Reserve NET	\$1,033,583	\$1,328,360	Building Reserves

Respectfully,

David Franklin, GM
BBVCC



8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
www.bbvcc.com

February 18, 2026

To: Birch Bay Village Board of Directors

From: David Franklin, GM

RE: HOA Software Selection

HOA Software Selection Process

Background

BBVCC's current HOA software, Enumerate, has repeatedly failed to meet the operational and administrative needs of the Association. These deficiencies were most visibly demonstrated during the January billing cycle, which was significantly delayed and required extensive staff intervention. As a result, staff has determined that continuation with the existing platform is no longer viable.

The need to evaluate alternative HOA software solutions was first identified in April of last year when David Franklin and Justine Brooks attended the WACAI conference. During that conference, staff sought input from peer associations regarding software platforms that could better support an organization of BBVCC's size and complexity.

Following the conference, Bev Franklin and Dan Nedved initiated the formal software selection process. Based on recommendations received and initial research, they contacted approximately twelve (12) HOA software vendors. That process resulted in a short list of three (3) HOA software platforms, which were subsequently provided to staff for further evaluation.

Staff Review and Current Status

Staff has reviewed:

- The three HOA software platforms identified through the initial selection process;
- One additional HOA software platform identified by staff; and
- Several marina management software platforms, as it has become increasingly clear that BBVCC requires integrated or compatible marina-specific functionality.

After this expanded review, staff has narrowed the options to two primary platforms:

- Yardi
- Northstar



8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
www.bbvcc.com

Staff is currently in the process of obtaining additional technical, financial, and implementation information from both vendors and expects to complete this due diligence within the next week.

Recommended Board Authorization

Given the operational urgency, the complexity of the software selection, and the need for timely implementation, staff recommends that the Board authorize the Board Treasurer and the General Manager to:

- Complete the final evaluation of the two remaining software platforms;
- Select the HOA software solution that best meets BBVCC's operational, financial, and marina-management needs; and
- Report the selected software, rationale, and anticipated implementation timeline at the next regular Board meeting.

This approach allows for efficient decision-making while maintaining transparency and Board oversight.

Draft Motion

Motion:

Move to authorize the Board Treasurer and the General Manager to complete the evaluation and select a new HOA software platform for BBVCC, based on staff's review and vendor due diligence, and to present the selected software and implementation plan to the Board of Directors at the next regular Board meeting.

Comparison of HOA Software Solutions

BBVCC HOA Software Review

Comments - BBVCC is NOT a small HOA. Upon reviewing software, it became evident that once you are over 500 "doors", and most certainly over 1000 "doors" we should be considered a large scale HOA. Our amenities also fall into a more complex HOA solution. It is also worth comparing any solutions to our current Enumerate software, this is best done by our GM/AGM and staff as they are most familiar. Implementation and training, which we believe may have been minimal with our current solution should be a key factor. Interestingly, one of the solutions mentioned that Enumerate just had a big layoff, which may also be part of our customer service issues? Also, upon review of the HOA solutions out there, an integrated solution, including accounting functions just seems to make sense. Also, almost all the medium to large player are integrated with Alliance Bank.

Feature	Vantaca	Cinc	Yardi (Breeze/Voyager)	Appfolio HOA	Buildium	Pilara	HOA Now	Rent Manager (v12)	Northstar	Jonas	QuickBooks
Target Market	Large management companies and enterprise-level HOAs looking for cutting-edge technology and automation.	Small, mid-sized, and enterprise-level businesses, with Cinc serving a range of portfolio sizes.	Breeze: Small to mid-sized portfolios and self-managed associations. Too small for BBVCC, does not include API or Customer Reporting Voyager: Larger, more complex enterprises.	Mid-sized to large portfolios (generally 50+ units), and large enterprises.	Small to mid-sized property and association managers looking for reliable easy to use platform	Property Mgmt companies. Seems very IA oriented.	Self-managed / small associations	Property management companies, HOAs	Accounting software aimed at HOAs that seek a unified, full-scale management solution to handle complex operations and amenities, in addition to core financial needs		
Pricing	\$1500/month, plus portal of \$19/mo, with set up fee of \$9k (which can be negotiated down to probably \$2-3k). Thus go forward monthly costs would be approximately \$1519 per month. There is an additional AI component that would act more like an additional staff for \$1500/mo.	Flat monthly subscription fee per user, starting around \$250/month. A custom quote may be necessary.	Breeze: Tiered, with low monthly per-unit costs and minimum monthly fees. Voyager: Custom pricing for large-scale operations. 1st year \$25k annually, not including implementation cost of approx. \$11k	Tiered, starting with a monthly per-unit cost and a monthly minimum fee. Pricing decreases with volume. Add-ons cost extra.	Two solutions - Growth at \$83/door/mo (Not recommended due to lack of customization and API. Premium with Open API at \$1/door/mo.	Said to be expensive (AI would do that)	Low Cost	\$15k-\$20k annual estimated	Quote based, initial implementation and setup fee alongside recurring monthly costs		
Key Strengths	AI-Powered Automation: Uses AI for budgeting, variance analysis, and workflow automation to create significant operational efficiencies for large-scale operations. Advanced Workflow Management: Complex, multi-step workflow automation that is more sophisticated than many competitors.	Financial Management: Robust accounting capabilities, with strong features for accounts payable, accounts receivable, and bank reconciliation.	Scalability: Offers products ranging from the easy-to-use Breeze for smaller organizations to the highly customizable Voyager for enterprises. Comprehensive Functionality: A broad suite of property management tools is available across all products.	User Experience: Often praised for a modern, intuitive, and user-friendly interface that is easy to navigate. Resident Portal: Strong resident portal for online payments and maintenance requests.	Robust accounting. Owner portals. Good integrations	Growth oriented.			Single and unified comprehensive integration, access and security solutions (gatehouse), reservation systems, F&B POS integration, Event Mgmt, Map Integration		
Weaknesses	High Cost: The custom, enterprise-level pricing model makes it inaccessible for small HOAs and self-managed associations. Complexity and Learning Curve: The advanced features require significant training and a cultural shift, which can be overwhelming for some organizations.	Older Technology: Cinc may offer less modern automation and features compared to newer, AI-powered platforms like Vantaca.	Reporting Flexibility: Reporting features on lower-end products like Breeze are less customizable than some competitors. Customization: The enterprise-level platform (Voyager) requires technical expertise for full customization.	Limited Customization: Workflows and reporting can be less flexible and customizable compared to some competitors. Pricing Creep: Fees can increase significantly with add-ons and portfolio growth.			CANNOT SUPPORT DUE TO / DUE FROM. Manual work arounds		Higher end option, steep learning curve (will require strong training and SOPs), few integrations as its meant as a single solution		
Who It's Best For	Large, growth-focused management companies seeking to transform operations with cutting-edge AI and automation.	Mid-sized companies that require robust, full-featured financial management and accounting.	Breeze: Small to mid-sized associations and managers that want a simple, all-in-one system. Voyager: Large, complex enterprises needing extensive financial and property management tools.	Growing and large management companies that value a modern, highly functional, and user-friendly platform.	Mid sized HOA and property mgmt		Best for small organizations		Large HOAs that are amenity rich and want to aggregate as much as possible into a single source of truth		
Demo	Yes, very good presentation. They can upload existing report formats		Yes	No Demo spoke with sales. Seems more of a property management platform than a self managed HOA. Not recommended.	Unlimited users. CS under 1 minute response. Very good presentation.		No Demo.		TODO	TODO	
Training	Min 60 days , work flows available, post go live training/cs for 5 months. Dedicated CS rep.		Strong training and implementation. Est 6 months to implement.		Part of integration. CS under 1 minute (EST). Unlimited users and custom user roles.				TODO	TODO	
Implementation	60 day migration. Extract data from existing system. First opening is Feb 2026 at this time (10/25). Balance forward is transferred, could have up to 2 years. Import FS formats can be uploaded.		Data transition and full service transition included. Current and PT financials (ending balances by month). Prior to be archived. 4-6 months implementation to go live, incl process payments, FS, go dark on old system. Enter Net TB activity by month for 2 yrs.		Go Live within 2 months. No history transfer, opening balances only. HOA to bring over details. Data migration, Accounting focus, Epay and bank recon automation, 6 - 1 hour trainings	Requires dedicated resources	Simple rules based automation. No mobile at this time.		6 Months from initiation recommendation	6 Months from initiation recommendation	

Amenity Resources	Has a reservation system (use for courts and clubhouse?). Can create "TAGS" to track homeowners for marina compliance like insurance etc. Creating a 2nd HOA for Marina would allow tracking of users and open slips.	Can use units to track Marina slips (extra cost for "doors"..Gof POS can be linked to Voyager. ACC dashboard and online. Use Procure Pay to replace AVID.	Could use custom fields for tracking permits. Marina solution would be to add as a separate HOA where units = slips	Fully encompassing (Marina, Guardhouse, POS, ProShop, Golf, Clubhouse, Pool, F&B)
Fund Acctg, Budgets & Recons	Really good reporting. FS with good comparisons, Reports can download easy to xls and upload as well (not all upload). Budgets are by month and can then be manually changed. Can transfer between bank accounts within system.	Strong financials. Use properties for Fund accounting	AR payment allocation. Can't import xls into, can copy PY and change amounts...hand keying.	Basic Accounting, invoicing and online payments TODO
Homeowner / Board / Committee Solutions / Access	Emails create 2 way response and action / ticket items. Owners can merge all properties w/ 1 log in.	Strong owner, board support. Can integrate emails, text within system. Set up Reporting Packets (push button get BOD reports etc). Dashboards. Common letters and automated responses	Portals for ACC, Fees, Dues, Calendars, Financials, Board related. Buildium Academy for violations, maintenance, accounting. Public announcements via text and/or email can be global or targeted.	
Other	Clairmont (sp?) and Klahaya (Issaquah) in WA state. Alliance Bank is partner bank	Prebuilt COA's, dashboards etc or can custom	No ACH charges on Premium. CC fees at 3% for online payments. Custom fields available. Homewise Docs = Resale automation (check pricing)	
Maintenance / ACC / Other dept	ACC detail would have to be brought over by HOA (similar to others). Common to use a Docs folder for history.	ACC at unit record. Reviews, applications, approvals. Owner requests in the system	Use tasks for internal maint, and work orders for external vendor maint/bids. Could use custom fields for tracking marina permits. Could use 2nd HOA for tracking of Marina slip usage etc.	
Assessments	Assessment module includes all HOA fees and assessments. All payments into single bank acct. Subledgers can be set up to break out charges into different a/c's or allows owner to allocate IF subledgers are used.		Payment plans, Fees,	
Links	CCRs can be tied to email responses.		Page per Page voting software is linked. Sales docs for RE transactions linked	

	Vantaca		Yardi		Quickbooks (HOA Life)		Northstar - would like to see again	
Category	Vendor Score	Notes	Vendor Score	Notes	Vendor Score	Notes	Vendor Score	Notes
Core Accounting	12	Good - had drill down and roll up but not the best.	15		15	Great - QB	15	
Audit Trail	8	Good	8	SOLID	8	Good.	8	
Bank / AP Integration	8		6		8	Great - QB	8	
Dept-Level Reporting	3.5	Good - didn't have a report writer - Reports from AI - provides summary with detail HOAI team would have to build the package. Auto post to portal.	7	Utilizes Maintenance IQ and Forecast IQ. Had custom reporting.	7	QB	7	
Resident Payments	5	Interface was good	5		7		7	Excellent.
Database Backups	6	Have but took them a while to get us a response to this question.	6		4		6	Backs up daily
Process flows (ARC, ACC, Violations, Work Orders)	6	Glazed over this at the first meeting. They utilized HOAI have an intergrated map that is easy to utilize best compliance and ACC process we have seen. Can use on a phone or tablet out in field. They do not have this process with their regular software. We would have to do a full work around.	3	NOTE: need to see these processes, we didn't get to see much detail.	4	Best one at the time we reviewed. Violations had a map. Don't remember if ARC was included with that. Work flows looked good and possibly customizable.	6	Has map for that includes both Violations and ARC
HOA Portal	4	Good don't know what the how the member ...	4	Good got the job done nothing super special.	3	Good.	5	Great - best one that we have seen. Great interface.
Calculated Fields	0	Would have to calcuate in a spreadsheet and upload.	4	can do a work around for marina	5	QB	2	Manipulated charge
Documentation	2	watch video - no report writer (Vantaca Suppor or Vantaca University)	2.5	really good. Look throught and a helper tab that you could search and videos as well.	2		2	
Sandbox Availability	0	Not available	2	was trying to figure something out for us.	2		3	Yes - they would let us use theirs.
API Availability	3	Have but was poor	3		5		3	Not needed
POS (Food & Beverage)	0	Not an option	0	Not an option	4	QB	4	Great
POS (Retail)	0	Not an option	0	Not an option	3	QB	3	Great
Access Control / Gatehouse Integration	0	Not an option	0	Not an option	0	NA	3	Great - has QR code for each member and their guests that they would add
Amenity Reservations	2.5	Had something that would work for it.	3		0	NA	3	Intergrated - also has event reservations
Inventory Management	0	Not an option	2	good.	3	QB	3	Included and can change pricing
Golf / Tee Sheet	0	Not an option	0	Not an option	0	NA	2	Included and can do Tennis courts and Pickleball courts as well.
HOA Voting			0	Not Supported at this time	2	Has voting.		
Support Times	1	Zen Desk (just like Enumerate option)	1	1 day average	0	Help Docs and Guides, Priority - really unknown	2	24/7/365 with 90% immediate help

Implementation Time	1	60 days	1	4-6 months	0.5	Unknown	0.5	3 months
Pricing	0.5	\$1,500 to \$3,500	0.5	30k per year	1	\$958 + \$275 + intergratios	0.5	\$44,868
Total Weight: 100%	62.5	Implementation: April	73	Implementation: NOW	83.5	Implementation: NOW	93	Implementation: May
ADDITIONAL NOTES:	<p>HOAI: They have HOAI and rely upon that to fill the areas where they are lacking. SALES TEAM: got upset when we got off the agenda for the demo, didn't like when we asked questions outside the topic they were discussing. Showed us items we explicitly said we didn't need (wasted time, didn't respect us to ask). KEEPS: all other current software. NEEDS: Marina Software. VANTACA - 425 employees</p>		<p>SALES TEAM: was a better all around team. Let us drive the demo and didn't get upset. General: Yardi seemed to be able to do more. Documentation was defiantly better with Yardi. KEEPS: all other current software. NEEDS: Marina Software YARDI -10K+ employees</p>		<p>NEED TO SET UP QUICKBOOKD FIRST. Has Payroll intergration. ISSUE: Communication between Quickbooks & HOA Life, when will that communication break and with such a small team will they be able to fix the connection. HOA Life =11 developers super small.</p>		<p>COMPLEXITIES: Has a ton of modules and can create a custom module for the company. REMOVES: Majority of the other software that we currently have KEEPS: Payroll (ADP) INCLUDES: Marina. Outstanding: AP Intergrations, Multi Lots, Statements, Dock Power, Marina Fuel, Payroll Intergration . NORTHSTAR= 425 employees</p>	
	JUSTINE SAYS NO							

Category	Enumerate (Current)	Vantaca	Yardi	Northstar
Software Annual Cost	\$13,860	\$18,000	\$21,766	\$44,868
			\$10,161	
			\$10,161	
		\$18,000		
Implementation		\$7,000	\$11,250	\$7,922
TOTALS	\$13,860	\$43,000	\$53,338	\$52,790
Additional Software:				
Gatekey	\$4,680	\$4,680	\$4,680	
Feenics				
Barcodes	\$6,000	\$6,000	\$6,000	\$6,000
AvidX Strongroom	\$880	\$880		
ADP (Payroll)	\$4,800	\$4,800	\$4,800	\$4,800
Chronogolf / Lightspeed	\$5,500	\$5,500	\$5,500	
Golf Genius				
Marina Software	NA	\$6,000	\$6,000	Included
TOTAL ADDITIONAL	\$21,860	\$27,860	\$26,980	\$10,800
TOTALS	\$35,720	\$70,860	\$80,318	\$63,590
Transaction Fees				
ACH	\$2/ea.	0	0	
Debit			\$3.95 for >\$1,000 \$4.95 for \$1,000 to \$1,999 \$9.95 for < \$2,000	
Credit		2.99% up to 3.99% (owner)	2.95% (Owner)	
Bill Pay			\$1.00 per ACH (Yardi Bill Pay)(Client)	
Other	\$2 per transaction	\$1.99 echecks	\$0.50 per scanned check (client)	
				5000 paper checks

Yardi Maint IQ

Forcast IQ

Vantaca HOAi

still need barcodes and cards for all

1.50 per check -181

\$6,000 = DockWA (Optional)



February 16, 2026

To: Birch Bay Village Community Club Board of Directors

From: Justine Brooks, Assistant General Manager

Re:

The purpose of this memo is to provide the Board with an update on the status of Human Resources documents, specifically job descriptions, and to outline the next steps in this process.

At the January Board meeting, four specific job descriptions were requested for review and approval. Those positions are:

- General Manager
- Assistant General Manager
- Compliance
- Harbormaster

These four job descriptions have now been completed. Each is a consolidated version of prior job descriptions for the position and incorporates updates and input provided by the respective employees. In addition, all four job descriptions have been reviewed by the General Manager.

At this time, these four job descriptions are complete and ready for Board review and approval. The next phase of this project will focus on completing the remaining job descriptions for all other positions. Concurrently, we plan to update the performance evaluation forms to reflect minor revisions suggested by the General Manager and then present those updated evaluations to the Board.

Following completion of job descriptions and performance evaluations, staff intends to update the Employee Handbook and identify any additional Human Resources documents that may need to be revised or created to ensure consistency and completeness.

Staff will continue to keep the Board informed as each phase is completed and will bring forward documents for review and approval as appropriate.

Please let us know if there are any questions or if the Board would like additional information regarding this process.

Respectfully submitted,

Justine Brooks, AGM



Equal Opportunity Employer

JOB DESCRIPTION

JOB TITLE BBVCC General Manager	INCUMBENT	SEASONAL or FULL TIME <input checked="" type="checkbox"/> FT <input type="checkbox"/> Seasonal <input type="checkbox"/> PT
DIVISION All	DEPARTMENT Management	
REPORTS TO BBVCC Board of Directors & Membership	DATE WRITTEN 2/12/2026	
GENERAL SUMMARY	General purpose for this job (what is done and why).	
<p>The BBVC General Manager (GM) is the chief operational administrator of Birch Bay Village Community Club (BBVCC) and is responsible for the overall day-to-day management, administration, and strategic execution of the Association's operations. The GM works closely with the Board of Directors, Standing Committees, staff, contractors, and membership to ensure the effective operation, financial stability, regulatory compliance, and long-term enhancement of the community. The GM enforced governing documents, oversees personnel and contractors, manages budgets and records, and serves as the primary liaison between the Board, members and external partners.</p>		
PRINCIPAL DUTIES & RESPONSIBILITIES	Majority of duties performed but not meant to be all inclusive nor prevent other duties from being assigned as necessary.	
<p>Governance & Board Support</p> <ul style="list-style-type: none"> ➤ Serve as the primary administrative liaison to the BBVCC Board of Directors. ➤ Advise and coordinate with the Board to ensure actions and decisions comply with the Covenants, Bylaws, Resolutions, BBVCC Policies, and applicable RCWs. ➤ Assist Board in the development, execution, and annual revision of the Community Strategic Plan. ➤ Oversee preparation of draft agendas, notices, reports, and supporting materials for Board and membership meetings. ➤ Assist with noticing, scheduling, and conducting Board and membership meetings in compliance with statutory requirements. ➤ Assist Election Committee in conducting and administering elections in compliance with governing documents and applicable laws. ➤ Complete and submit required statutory and regulatory forms related to Association governance. ➤ Serve as point of contact with Association attorney. <p>Operations & Facility Management</p> <ul style="list-style-type: none"> ➤ Oversee daily operation of all BBVCC facilities, amenities, and common areas. ➤ Conduct regular inspections of the community assets including, but not limited to, the Marina, Golf Course, Parks, and common facilities. ➤ Review, prioritize, and coordinate maintenance activities and capital projects. ➤ Ensure proper upkeep, safety, and functionality of all Association-owned property. <p>Financial Management</p> <ul style="list-style-type: none"> ➤ Prepare draft annual budgets and financial reports for Board review. ➤ Prepare Annual Reserve Studies in conjunction with reserve analyses and committees. ➤ Oversee annual financial audit in conjunction with the Finance Committee ➤ Oversee assessment billing, collections processes, and payable processes. 		

- Ensure compliance with statutory requirements related to collections prior to civil action.
- Maintain accurate financial, operational, and administrative records.

Personnel Management & Administration

- Supervise all BBVCC staff, including recruitment, hiring, onboarding, training, performance management, and discipline.
- Ensure compliance with all State and Federal employment, labor, and workplace safety regulations.
- Maintain personnel files and administrative records.
- Foster a professional, collaborative, and service-oriented workplace culture.

Compliance & Enforcement

- Enforce all BBVCC governing documents, rules, resolutions, and policies as directed by the Board.
- Coordinate compliance activities related to approved and non-approved projects.
- Work with Standing Committees to ensure consistent and fair application of Association standards.

Contractor and Vendor Relations

- Act as the primary liaison between BBVCC and contractors, vendors, and professional service providers.
- Oversee contract performance, scope compliance, and coordination with Association operations.

Communication & Community Relations

- Serve as the primary point of contact for membership communications.
- Communicate with residents regarding Association operations, events, projects, and community activities.
- Coordinate and support community events and initiatives.
- Work collaboratively with all BBVCC Standing Committees.

Strategic Planning & Organizational Development

- Support the Board in strategic planning, policy development, and long-term community enhancement.
- Identify operational improvements and efficiencies.
- Uphold and promote BBVCC’s core values, vision, and code of ethics.

KNOWLEDGE, SKILLS & ABILITIES

Minimum education, experience, technical and communication skill levels and licenses/certificates normally required to perform, the duties of this position

- A bachelor’s degree in business administration, real estate, finance, public administration, or a related field.
- Minimum of five (5) years of progressive experience as a General Manager or senior manager in HOA or community association management.

Preferred Qualifications

- Community Association Management certifications (CMCA, AMS, PCAM).
- Experience managing communities with multiple amenities and infrastructure assets.
- Proven knowledge of HOA governance, operations, budgeting, and regulatory compliance.
- HOA certifications and professional training are preferred.
- Strong leadership, organizational, communication, and team-building skills.
- Ability to manage multiple priorities, projects, and deadlines.
- Proficiency in office and management software including Microsoft Word, Excel, and PowerPoint; experience with association management software preferred.



WORKING CONDITIONS	Typical working conditions associated with this type of work and environmental hazards, if any, that may be encountered in performing the duties of this position.
<p>Primary office- based in a climate-controlled environment with moderate noise levels.</p> <p>Regular on-site presence required for meetings, inspections, and community engagement.</p> <p>Occasional outdoor work related to inspections of common areas and facilities.</p>	
PHYSICAL DEMANDS	The physical effort generally associated with this position.
Physical demands are consistent with office-based administrative work, including sitting, standing, walking, and light lifting.	
WORKING RELATIONSHIPS/CONTACTS	Positions, other than supervisor and immediate co-workers, with which incumbent has frequent contact and the reason for the contact.
<p>Internal – The General Manager reports directly to the BBVCC Board of Directors</p> <p>External – Vendors, contractors, and professional service providers.</p>	
ACCOUNTABILITY	Accountability for work results of self and others and the depth and diversity of responsibility.
<ul style="list-style-type: none"> ➤ Direct accountability for the effective administration and operation of BBVCC as directed by the Board of Directors. ➤ Responsible for compliance with internal controls, policies, and procedures. ➤ Ensures professional, ethical, safe and effective execution of all duties. 	
APPROVALS	
_____	_____
Board President	Date
_____	_____
General Manager	Date



Equal Opportunity Employer

JOB DESCRIPTION

JOB TITLE Assistant General Manager	INCUMBENT	SEASONAL or FULL TIME <input checked="" type="checkbox"/> FT <input type="checkbox"/> Seasonal <input type="checkbox"/> PT
DIVISION All	DEPARTMENT Management	
REPORTS TO BBVCC General Manager	DATE WRITTEN 2/12/2026	
GENERAL SUMMARY	General purpose for this job (what is done and why).	
<p>The Assistant General Manager (AGM) supports the General Manager in the overall administration, operations, and strategic execution of Birch Bay Village Community Club. This position plays a critical leadership role in ensuring efficient day-to-day operations, high-quality member services, staff supervision, financial oversight, and consistent enforcement of community policies. In the absence of the General Manager, the AGM may assume the responsibilities of the General Manager. The AGM works closely with staff, vendors, committees, residents, and the Board to implement projects, maintain community standards, and support the long-term vision of BBVCC.</p>		
PRINCIPAL DUTIES & RESPONSIBILITIES	Majority of duties performed but not meant to be all inclusive nor prevent other duties from being assigned as necessary.	
<p>Operations & Administration</p> <ul style="list-style-type: none"> ➤ Assist in overseeing daily operations of the association, including office administration, maintenance, amenities (marina, golf, parks), and community programs. ➤ Develop, implement, and monitor operational policies, procedures, and standard operating practices. ➤ Ensure compliance with applicable local, state, and federal laws and regulations. ➤ Prepare reports, correspondence, and operational documentation for management and Board review. ➤ Maintain accurate records, contracts, and operational files. <p>Staff supervision & Human Resources Support</p> <ul style="list-style-type: none"> ➤ Provide day-to-day supervision of administrative and maintenance staff, including scheduling, task assignment, and performance monitoring. ➤ Support recruitment efforts, onboarding, training, and performance evaluations. ➤ Assist with payroll processing, timesheet review, benefits administration, and annual renewals. ➤ Address employee relations issues professionally and in coordination with the General Managers. ➤ Ensure staff are trained, equipped, and aligned with BBVCC policies and expectations. <p>Financial Management & Budget Support</p> <ul style="list-style-type: none"> ➤ Assist with maintaining accurate financial records, including accounts payable, accounts receivable, and general ledger entries. ➤ Support preparation of financial statements, audits, and required filings. ➤ Assist in development and monitoring of the annual budget and operational expenditures. ➤ Process payroll in compliance with applicable laws and regulations. ➤ Monitor assessments and other revenues; track payments and manage delinquent accounts. ➤ Coordinate with legal counsel on collections, liens, and related actions as necessary. 		



Project & Vendor Management

- Assist in researching initiatives, preparing business cases, and soliciting proposals for new projects.
- Coordinate approved projects from planning through completion, ensuring timelines and budgets are met.
- Track and report project progress to the General Manager and Board as needed.
- Coordinate and oversee contractors, vendors, and service providers to ensure quality and compliance.

Community & Member Relations

- Serve as a primary point of contact for homeowners regarding operational concerns and inquiries.
- Foster positive relationships with members and respond to concerns promptly and professionally.
- Assist committees, clubs, and staff with meetings, events, and community engagement efforts.
- Support communication initiatives including newsletters, e-notices, website updates, signage, and community calendars.

Covenant Enforcement & Compliance

- Support enforcement of the Club’s Covenants, Conditions, and Restrictions (CC&Rs) and governing documents.
- Conduct inspections and coordinate with compliance staff to address violations.
- Work collaboratively with homeowners to resolve compliance issues fairly and consistently.

Facilities, Maintenance & Safety Oversight

- Assist in overseeing maintenance and repair of common areas, facilities, and infrastructure.
- Support preventative maintenance planning to extend asset life and reduce disruptions.
- Ensure safety procedures and emergency preparedness plans are followed and updated.
- Coordinate with local authorities and emergency services as needed.

Marina & Amenity Support

- Provide administrative and operational support to marina, golf, and other amenities as required.
- Assist with policy enforcement, scheduling, and coordination related to amenity use.
- Serve as a backup support for key amenity leadership roles when needed.

Leadership & Executive Support

- Act as key support partner to the General Manager in executing strategic goals and initiatives.
- Prepare and assist with Board and committee meeting materials and documentation.
- Step in to perform General Manager duties during absences, as assigned.
- Perform other duties as assigned by the General Manager or Board of Directors.

KNOWLEDGE, SKILLS & ABILITIES

Minimum education, experience, technical and communication skill levels and licenses/certificates normally required to perform, the duties of this position

- Strong leadership, organizational, and project management skills.
- Excellent written and verbal communication abilities.
- Working knowledge of HOA operations, governing documents, and Washington State RCWs.
- Financial literacy including budgeting, payroll, and accounts receivable/payable.
- Ability to manage multiple priorities and deadlines in a fast-paced environment.



- Proficiency with Microsoft Office applications and association management software.
- Ability to work professionally with residents, staff, vendors, and elected officials.

Education and Experience

- Bachelor’s Degree in Business Administration, Public Administration, or related field preferred.
- Minimum of five (5) year of experience in community association, property management, or a related operational leadership role.
- Proven experience in HOA or community association management strongly preferred.

Preferred Qualifications

- Community Association Management certifications (CMCA, AMS, PCAM).
- Experience managing large scale communities with multiple amenities and infrastructure assets.

WORKING CONDITIONS

Typical working conditions associated with this type of work and environmental hazards, if any, that may be encountered in performing the duties of this position.

Primary Office – based with regular interaction throughout the community, including outdoor inspections.

Occasional – evening and weekend work required for meetings, events, or emergencies. Position may require on-call availability for urgent operational issues.

PHYSICAL DEMANDS

The physical effort generally associated with this position.

- Ability to perform standard office-related physical activities including bending, standing, and lifting up to 50 pounds.

WORKING RELATIONSHIPS/CONTACTS

Positions, other than supervisor and immediate co-workers, with which incumbent has frequent contact and the reason for the contact.

Internal – Reports directly to the BBVCC General Manager

External – BBVCC HOA members, State or County officers

ACCOUNTABILITY

Accountability for work results of self and others and the depth and diversity of responsibility.

This position has direct accountability for safety, quality, and productivity. Other accountability includes:

- Compliance with controls and procedures.
- Uphold the BBVCC core values and vision, and compliance with the code of ethics.
- Assure the needs of BBVCC HOA members are met.
- Perform all tasks in a safe and efficient manner.

APPROVALS

General Manager

Date

Employee

Date



Equal Opportunity Employer

JOB DESCRIPTION

JOB TITLE Harbormaster (HM)	INCUMBENT	SEASONAL or FULL TIME <input checked="" type="checkbox"/> FT <input type="checkbox"/> Seasonal <input type="checkbox"/> PT
DIVISION Marina	DEPARTMENT Administration	
REPORTS TO BBVCC General Manager		DATE WRITTEN 2/12/2026
GENERAL SUMMARY		General purpose for this job (what is done and why).
<p>The Harbormaster is responsible for the day-to-day oversight and coordination of marina operations to ensure the safe, efficient, and compliant use of BBVCC marina facilities. Reporting to the General Manager, the Harbor master manages moorage administration, tenant relations, safety oversight, regulatory compliance, and coordination of maintenance and operational activities. This role serves as the primary point of contact for marina users and works closely with staff, committees, contractors, and regulatory agencies to protect marina assets, support members and tenants, and maintain adherence to applicable local, state, and federal requirements. The Harbormaster occupies a position of public trust and is expected to represent BBVCC professionally while exercising sound judgment in a highly visible operational environment.</p>		
PRINCIPAL DUTIES & RESPONSIBILITIES		Duties represent the majority of responsibilities associated with this position but are not all inclusive.
<p>The following duties represent the majority of responsibilities associated with this position but are not all inclusive. Other duties may be assigned as necessary.</p> <p>Marina Operations, Administration & Services</p> <ul style="list-style-type: none"> ➤ Oversee and administer marina slips, docking space, small boat storage, and trailer storage. ➤ Serve as the primary contact for marina tenants and users; communicate Marina Policies, Procedures, and Moorage agreements. ➤ Conduct annual and ongoing reviews of slip assignments. ➤ Administer marina usage charges, fees, and decals for moorage, launch usage, and trailer storage. ➤ Ensure marina tenants complete required safety orientations and maintain current indemnification agreements, emergency contact information, vessel registration, and proof of insurance. ➤ Maintain accurate marina records and documentation using applicable computer systems. ➤ Order and manage marina decals and operational supplies. ➤ Review marina-related financial information monthly and assist in annual budget development to support moorage rate consistency and operational planning. ➤ Create and distribute a quarterly Marina Newsletter <p>Rules, Compliance, Safety & Emergency Management</p> <ul style="list-style-type: none"> ➤ Maintain thorough knowledge of Marina Rules and Regulations and monitor compliance by marina users. ➤ Ensure marina operations, docking, and mooring activities of vessels comply with BBVCC policies and are applicable to local, state, and federal regulations. ➤ Conduct routine daily inspections of the docks, moored vessels, marina facilities and 		

- equipment; document deficiencies and coordinate corrective actions.
- Develop, implement, and maintain marina safety and emergency response plans and procedures.
- Coordinate with staff, dock captains, compliance officers, and emergency services to prepare for and respond to incidents, including after-hours coordination.
- Respond to emergencies involving vessels, marina facilities, or users as required.
- Assist in hazardous material spill response and ensure required reporting to appropriate regulatory agencies.
- Inspect fire extinguishers and monitor marina safety equipment; coordinate repair or replacement as needed.

Maintenance Oversight, Facilities & Fuel Systems

- Develop and oversee a Marina Preventative Maintenance Program
- Perform or coordinate inspection and minor maintenance activities on docks, piers, and marina infrastructure, occasionally working around vessels of varying sizes and in all weather conditions.
- Assign and coordinate work orders for marina-related maintenance, repairs, and installations, coordinate tenant billing when applicable.
- Monitor the cloud-based dock power system to ensure proper operation.
- Provide operational oversight of marina fuel systems, including underground storage tanks, fuel lines, pump-out lines, and fuel levels; coordinate inspections, compliance activities, and fuel ordering.
- Work with regulatory and enforcement agencies to maintain environmental and fuel system compliance.
- Assist the General Manager, Marina Committee, and task forces with marina-related capital projects and permitting support, including providing historical documentation as needed.

Training, Coordination & Committee Support

- Train dock captains on marina safety protocols and standard operating procedures.
- Attend and support monthly Marina Committee meetings.
- Collaborate with staff, committees, contractors, and external agencies to support efficient marina operations and regulatory compliance.

KNOWLEDGE, SKILLS & ABILITIES

Minimum education, experience, technical and communication skill levels and licenses/certificates normally required to perform, the duties of this position

- High school diploma or equivalent.
- Basic CPR/First Aid certification.
- Minimum of two (2) years of experience in customer service and marina or boating maintenance.
- Valid Washington State driver’s license.
- Knowledge of laws, regulations, and navigational rules related to marina and boating safety.
- Knowledge of best practices, equipment, and materials related to marina construction, repair, and maintenance.
- Ability to safely operate boats and use hand and power tools related to marina operations.



<ul style="list-style-type: none"> ➤ Proficiency with basic computer applications and record-keeping systems. ➤ Ability to swim at least 25 yards. ➤ Ability to lift a minimum of 25 pounds. 							
WORKING CONDITIONS	Typical working conditions associated with this type of work and environmental hazards, if any, that may be encountered in performing the duties of this position.						
<p>Office Environment: Work may be performed in a climate-controlled office environment with moderate noise levels.</p> <p>Field Work: Outdoor work may involve adverse weather conditions, slippery or unstable surfaces, and working over or near water. Use of personal protective equipment may be required including life jackets, gloves, and eye and hearing protection.</p>							
PHYSICAL DEMANDS	The physical effort generally associated with this position.						
<ul style="list-style-type: none"> ➤ Ability to work in an office setting using standard office equipment. ➤ Ability to walk, inspect, and work throughout marina facilities, including docks and piers. ➤ Strength and stamina to perform minor to moderate maintenance activities. ➤ Physical ability to respond to emergencies, as required. ➤ Vision and hearing sufficient to read, communicate, and work safely. ➤ Ability to lift a minimum of 25 pounds unassisted. ➤ Ability to swim at least 25 yards unassisted. 							
WORKING RELATIONSHIPS/CONTACTS	Positions, other than supervisor and immediate co-workers, with which incumbent has frequent contact and the reason for the contact.						
<p>Internal: BBVCC homeowners, members, guests, and public marina users.</p> <p>External: State and federal regulatory agencies, fire marshal, local fire departments, and neighboring marinas, etc.</p>							
ACCOUNTABILITY	Accountability for work results of self and others and the depth and diversity of responsibility.						
The Harbormaster reports to the General Manager and is accountable for marina operations, safety and regulatory compliance. The position is responsible for ensuring marina facilities and services meet the needs of members and tenants while performing all duties in a professional, safe, and effective manner.							
APPROVAL	DATE:						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-top: 1px solid black; border-bottom: 1px solid black;"></td> <td style="width: 50%; border-top: 1px solid black; border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;">BBVCC General Manager</td> <td style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;">Date</td> </tr> <tr> <td style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;">Employee</td> <td style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;">Date</td> </tr> </table>				BBVCC General Manager	Date	Employee	Date
BBVCC General Manager	Date						
Employee	Date						



Equal Opportunity Employer

JOB DESCRIPTION

JOB TITLE Compliance Officer	INCUMBENT	SEASONAL or FULL TIME <input checked="" type="checkbox"/> FT <input type="checkbox"/> Seasonal <input type="checkbox"/> PT
DIVISION BBVCC	DEPARTMENT Administration	
REPORTS TO BBVCC General Manager or Assistant General Manager		DATE WRITTEN 2/12/2026
GENERAL SUMMARY	General purpose for this job (what is done and why).	
<p>The Compliance Officer reports to the GM or AGM and is a full-time position adhering to established office hours. The Compliance Officer is responsible for administering and supporting compliance with the Birch Bay Village Community Club's Governing Documents. This position conducts routine and compliant-based patrols and audits of common areas and member properties to identify potential violations, document findings, and supports the Association's established compliance and enforcement processes. The Compliance Officer coordinates with the contracted Gate Access Personnel (GAP) to ensure operational compliance with community requirements and procedures. This position serves as a professional, member-facing representative of the Association, communicating with members in a respectful and constructive manner, providing guidance regarding compliance requirements, and addressing questions or concerns as appropriate. This position exercises sound judgment, maintains accurate records, and applies compliance standards consistently and in good faith under the direction of management.</p>		
PRINCIPAL DUTIES & RESPONSIBILITIES	Majority of duties performed but not meant to be all inclusive nor prevent other duties from being assigned as necessary.	
<p>Community Compliance & Enforcement Tasks include (but not limited to)</p> <ul style="list-style-type: none"> ➤ Conduct daily patrols to identify and follow up on potential violations of Governing Documents, including but not limited to parking, property maintenance, traffic violations, etc. ➤ Verify member property compliance with all adopted rules and policies. ➤ Verifies membership property compliance with all BBVCC rules and regulations. ➤ Serve as primary point of contact for member inquiries regarding community governing documents, rules, regulations, and policies. ➤ Enforce BBVCC traffic rules (via the Lidar Gun, Speed Camera, and Speed Signs) & process all citations through the speed camera software and HOA software. ➤ School bus gate duty at lower gate ➤ Liaison with GAP and ensure compliance with community access policy. ➤ Lead on surveillance cameras and software operation and maintenance. ➤ Provide members with notice of observed violations, education regarding compliance requirements, and guidance on corrective actions, utilizing the Association software. ➤ Document via photos & process all communications regarding compliance with Association software. ➤ Provide reports on appeals/hearings related to contested violations to provide factual documentation. ➤ Attends the Safety/Security Committee meeting monthly with issued report. 		



<ul style="list-style-type: none"> ➤ Support the Community’s obligation to apply compliance standards uniformly and in good faith. ➤ The Compliance Officer enforces BBVCC authority only, as granted by the Governing Documents and Board-adopted policies. ➤ This position does not possess law enforcement authority and does not act on behalf of any governmental agency. ➤ All enforcement actions are administrative in nature and subject to management oversight. 	
KNOWLEDGE, SKILLS & ABILITIES	Minimum education, experience, technical and communication skill levels and licenses/certificates normally required to perform, the duties of this position
<ul style="list-style-type: none"> ➤ High school diploma or equivalent. ➤ Working knowledge of homeowner association governance and rules enforcement. ➤ Proficiency with standard office software and HOA software ➤ Ability to manage conflict and apply de-escalation techniques. ➤ Strong organizational and time management skills. ➤ Valid Washington State driver’s license ➤ Strong written and verbal communication skills ➤ Enforce actions in a uniform, of sound judgement, professional and respectful manner 	
WORKING CONDITIONS	Typical working conditions associated with this type of work and environmental hazards, if any, that may be encountered in performing the duties of this position.
<p>Office Environment: Work performed in a climate-controlled office with moderate noise levels.</p> <p>Field Work: Regular work performed outdoors and in BBVCC vehicles while conducting patrols, inspections, and enforcement actions. Approximately 50% of work time may be spent in the field.</p>	
PHYSICAL DEMANDS	The physical effort generally associated with this position.
<ul style="list-style-type: none"> ➤ Ability to walk, stand, bend, stoop, and squat during patrols and inspections. ➤ Ability to safely operate a motor vehicle. ➤ Ability to lift and carry up to 50 pounds. 	
WORKING RELATIONSHIPS/CONTACTS	Positions, other than supervisor and immediate co-workers, with which incumbent has frequent contact and the reason for the contact.
<p>Internal – Reports directly to the BBVCC General Manager or Assistant General Manager</p> <p>External – BBVCC Owners/Members</p>	
ACCOUNTABILITY	Accountability for work results of self and others and the depth and diversity of responsibility.
<ul style="list-style-type: none"> ➤ Accurate and consistent administration of BBVCC compliance activities. ➤ Uphold the BBVCC Core Values, Vision, Code of Ethics, policies and procedures. ➤ Maintaining complete, accurate, and defensible compliance records. ➤ Perform all duties in a professional, safe and efficient manner. 	



APPROVALS			
General Manager	Date	Employee	Date

DRAFT



Birch Bay Village Community Club
8055 Cowichan Road
Blaine, WA 98230
Phone: (360) 371-7744
Email: contactus@bbvcc.com

Board Policies and Procedures (Strawman)

Purpose of this Strawman

This document is a preliminary framework intended to guide the development of formal BBVCC Board Policies and Procedures. It is adapted from the Shelter Bay Board Policies and Procedures, with content tailored to align with BBVCC's governing documents (Declaration/Covenants, Bylaws, Rules & Regulations, and applicable Washington law, including RCW 64.90). Many of the sections for this document are addressed in the current BBVCC Bylaws and either need to be copied as is or redefined with what this Board would like and also conform with what is allowed within RCW 64.90.

1. Authority and Scope

1.1 Authority

The Board of Directors ("Board") governs BBVCC in accordance with:

- The BBVCC Declaration / Protective Covenants
- The BBVCC Bylaws
- The BBVCC Rules & Regulations
- Applicable federal, state, and local law, including RCW 64.90 (Washington Uniform Common Interest Ownership Act), as applicable

1.2 Purpose of Board Policies

Board Policies and Procedures are adopted to:

- Clarify Board roles, responsibilities, and operating standards
 - Ensure consistency, transparency, and continuity of governance
 - Supplement, but not conflict with, the governing documents
-

2. Duties and Standards of Conduct

2.1 Duties of Directors

In addition to duties defined in the Bylaws and state law, Directors shall:

- Act in good faith and in the best interests of BBVCC
- Exercise reasonable care and independent judgment



- Remain in good standing as a Member of BBVCC
- Become familiar with governing documents, policies, and fiduciary obligations

Failure to remain in good standing may constitute grounds for removal consistent with the Bylaws and applicable law.

2.2 Good Faith and Ethical Conduct

All Directors, committee members, officers, and key staff shall:

- Avoid conflicts of interest or disclose them promptly
- Protect confidential information
- Conduct themselves professionally and respectfully
- Comply with adopted Codes of Conduct and Ethics policies

The Board shall require execution of:

- A Good Faith / Code of Conduct Statement
- A Disclosure of Interest Statement

3. Officers and Appointed Positions

3.1 Board Officers

The Board shall approve written role descriptions for Board officers consistent with the Bylaws.

3.2 Appointed Staff and Contractors

The Board shall approve position descriptions for Board-appointed positions (e.g., General Manager). Approved descriptions shall:

- Define authority, duties, and reporting relationships
- Be acknowledged in writing by the appointee
- Be maintained in personnel or contract records

4. Board Composition and Candidates

4.1 Eligibility

Candidates for the Board must:



- Be Members in good standing
- Meet eligibility requirements in the Bylaws and governing documents

4.2 Candidate Information

The Board may adopt a standardized Board Candidate Information Form to:

- Inform Members of candidate qualifications
 - Confirm understanding of time commitment and fiduciary duties
-

5. Orientation and Training

5.1 Director Orientation

New Directors shall receive orientation that includes:

- Governing documents
- Board policies and procedures
- Fiduciary duties and legal obligations
- Current strategic priorities and financial status

5.2 Continuing Education

The Board may encourage or require periodic training on governance, ethics, finance, and applicable law.

6. Board Manual

6.1 Board Reference Materials

A Board Manual or digital equivalent shall be maintained and made available to Directors. It may include:

- Governing documents
- Board policies and resolutions
- Organization chart
- Current budget and financial reports



- Strategic plans and capital planning documents
-

7. Board Meetings

7.1 Types of Meetings

The Board may hold:

- Regular meetings
- Special meetings
- Emergency meetings
- Work sessions
- Executive sessions (as permitted by law)

7.2 Open Meetings

Except for executive sessions, Board meetings shall be open to Members, with reasonable opportunity for Member comment.

7.3 Executive Sessions

Executive sessions may be held only for lawful purposes, such as:

- Personnel matters
- Legal advice or pending litigation
- Enforcement actions or potential violations
- Matters involving potential liability

No final Board action shall occur in executive session.

8. Notice, Agenda, and Quorum

8.1 Notice of Meetings

Notice requirements shall comply with the Bylaws and applicable law. Notice may be provided by:

- Posting in common areas
- Electronic communication



- Website posting

8.2 Quorum and Voting

A quorum shall be as defined in the Bylaws. Board actions require an affirmative vote as specified in the Bylaws or governing law.

8.3 Agenda Management

The Board President, in coordination with staff, shall prepare meeting agendas. The Board may adopt rules governing:

- Agenda deadlines
 - Distribution of materials
 - Limitations on non-agenda items
-

9. Minutes and Records

9.1 Minutes

Minutes shall:

- Accurately reflect actions taken and motions adopted
- Be marked draft until approved
- Be retained as permanent corporate records

9.2 Records Access

Approved minutes and other records shall be made available to Members consistent with governing documents and law.

10. Resolutions and Policy Adoption

10.1 Use of Resolutions

The Board shall adopt policies, budgets, fee schedules, and other formal actions by resolution when appropriate.

10.2 Numbering and Recordkeeping

Resolutions shall be:



- Sequentially numbered
 - Dated and signed as required
 - Maintained in an official resolutions record
-

11. Organization Structure

11.1 Organization Chart

The Board shall approve and periodically review an organizational chart defining:

- Board authority
 - Management roles
 - Committee relationships
-

12. Committees

12.1 Authority to Establish Committees

The Board may establish standing and ad hoc committees as permitted by the Bylaws.

12.2 Committee Governance

Committee policies should address:

- Purpose and scope
- Membership and appointment
- Meeting procedures
- Reporting requirements

Committees act in an advisory capacity unless expressly delegated authority by the Board.

13. Appeals and Due Process

13.1 Appeals

The Board may adopt separate procedures governing appeals of committee or enforcement decisions, ensuring:



- Notice
 - Opportunity to be heard
 - Consistency with governing documents and law
-

14. Review and Amendment

14.1 Policy Review

Board Policies and Procedures should be reviewed periodically and updated as necessary.

14.2 Amendments

Amendments shall be adopted by Board resolution and shall not conflict with higher-level governing documents.



8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
www.bbvcc.com

February 16, 2026

To: Board of Directors

From: Justine Brooks – Assistant General Manager

RE: Request for Clarification – Golf Cart Registration Decal

Purpose

Staff is requesting clarification from the Board regarding the required placement and number of registration decals under Section 3.2 of the Golf Cart Policy to ensure consistent enforcement and communication with members.

Policy Reference

Section 3.2 of the Golf Cart Policy states:

“Upon receipt of the completed Registration Form (and acknowledgement the Owner/Renter has read and understands requirements for compliance with the requirements of this Policy), each registered cart will be issued registration decals/numbers to be affixed to the sides and front of the body of the cart, centered in the general area beneath the driver’s seat and above the front end of the cart. These decals must be prominently displayed on the cart at all times. All requests for replacement stickers must also adhere to these rules regarding the placement of stickers on the carts.”

Current Practice and Issue

Based on the language in Section 3.2, staff understands that each registered golf cart is to receive a total of three (3) decals:

- One (1) decal on the front of the cart, and
- Two (2) decals on the sides of the cart (one on each side).

However, due to a significant number of member complaints regarding the number of decals, up to five (5) and their appearance on golf carts, staff have been informally advising members to place only the front decal on their carts. This practice is not fully aligned with the written policy and has resulted in inconsistent application and potential confusion for both staff and members.

Member Complaints:

- Why so many decals? I don’t want to put that many decals onto my golf cart.
- My golf cart is expensive and new, if I have to put decals onto the sides of my golf cart it will ruin it when I want to take the decal off.

Request for Board Direction

Staff is requesting clarification from the Board on the following:



8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
www.bbvcc.com

- Whether Section 3.2 is intended to require all three decals (front and both sides) to be placed on each registered golf cart; or
- Whether the policy should be interpreted or amended to require fewer decals (for example, a single front decal).

Clear direction from the Board will allow staff to apply the policy consistently, address member concerns appropriately, and determine whether a policy amendment may be necessary.

Next Steps

Upon receiving Board guidance, staff will:

- Update internal procedures and member communications accordingly; and
- Bring forward any recommended policy amendments if directed by the Board.

Please advise on the Board's interpretation or desired direction regarding decal requirements under Section



Event Proposal : Committees & Clubs Info Fair

Scope:

An in-person information activity in the Clubhouse, open to all residents. Designed to bring representatives from each of BBV's Clubs and Committees together at the same time for an interface with interested community members. A particular goal will be to introduce new BBV residents to the wide variety of club activities and active committees available to join.

Why: About 1/3 of all member properties in BBV have changed ownership in the past 7-8 years. Hundreds of new owner/residents have moved into BBV during that time. Many may not be familiar with the wide variety of groups available to participate with in order for them to meet people, volunteer time and help create a stronger sense of community connections.

Where: BBV Clubhouse

When: Saturday May 16th or Saturday May 30th, 2026 / 10:00AM-2:00PM

Who: One or more representatives of all BBV Committees & Clubs and social groups, and an office staff representative. Event is available to any Villager interested in learning about the community's various clubs and committees.

How: Committees & Clubs Fair organizers will coordinate with Recreation Supervisor. Tables & chairs set up on the perimeter of the venue with standardized placards identifying each different group. Format similar to annual arts & crafts fair. Each club or committee provide one or more individual to answer questions and explain that group's makeup and activities. Coffee, tea, & cookies made available for attendees.

Additional Context:

Several BBVCC committees have open positions, and a large number of new residents may not yet know "who to call" or "how to engage" with clubs or committees that align with their interests. And, new incoming board members are often challenged to become familiar with BBV's resident/volunteer committees' structure and members. This event can help.

Additionally, this event can align with the BBVCC Board’s current intention to hold an annual thank-you dinner event for resident volunteers who have been serving on the different Committees and Clubs for the past year. Bringing these resident volunteer groups together in person with a wider range of community members will benefit all.

Timing Considerations:

The logical sequence of events for BBVCC’s Candidates Forum and the annual board election with its member transitions, and the return to the Village in April/May of many seasonal residents and ‘snowbirds’ who are not present during winter months, makes mid-to-late May an ideal timeframe for the Committees & Clubs Fair and Appreciation dinner.



Check for any Potential Conflicts:

The May Clubhouse schedule has been reviewed for potential scheduling conflicts. BBV’s Recreation Supervisor has put a tentative “hold” on the calendar for both 5/16/26 and 5/30/26, one of which would be confirmed per the Board’s consideration and decision.

- No BBV club or social group activity is currently scheduled in the clubhouse for either date of May 16th or May 30th.
- There is no hold or reservation for any private or outside event in the clubhouse for either date of May 16th or May 30th.
- A monthly community breakfast is held in the clubhouse; it is the 1st Saturday of the month (no conflict)
- The Social Club hosts a monthly community potluck in the clubhouse; it is typically the 3rd Saturday of the month. Starting in May it shifts to a different location at the Pro Shop outdoor shelter (no conflict)
- A national holiday (Memorial Day) occurs on Monday May 25th; that weekend (Friday May 22nd, Saturday May 23rd, Sunday May 24th) is inadvisable.

List of intended/likely Committees & Clubs Participants for the Fair:

(group representation expected)

- Architectural Control Committee
- Election Committee
- Finance Committee
- Golf Committee
- Lakes, Ponds & Drainage Committee
- Marina Committee
- Safety & Security Committee
- 64.90 Task Force

(group representation offered but not mandatory)

- Boating Enthusiasts Group
- Bunco Group
- Card Group
- Exercise Group
- Golf Club
- Kovid Kickers
- Pickleball Players
- Service & Social Club
- Tai Chi Group
- Wine Club
- Other?

(representation offered for in-person Info/Q&A by an office staff person)

- H.O.A. Office staff table

The Committees & Clubs Info Fair will bring together leaders or representatives from up to 18 or so different BBV resident groups. Representatives from each of the Standing Committees and Temporary Workgroups and Task Forces will share the room with a variety of formal and informal social, recreational and fitness groups.

It will be advisable for the Board to specifically discuss and create guidelines for which of the “club” groups will also be formally invited to participate in the more structured Committees and Clubs Appreciation Dinner, the first one of which since 2023 is now being proposed to take place later on the same date as the Committees & Clubs Info Fair. As a reminder, legal capacity of the BBV Clubhouse is 99 persons. With each of 7-8 committees having 5-7 members each, those groups along with their spouses, and the Board of Directors (if all attending), could potentially tally about 80-90 persons.

Accordingly, it is advisable to invitationally include all above groups for the Fair only, but then invite just the 1-2 actual, formally-registered clubs (such as the Service & Social Club) for the Appreciation Dinner.

Summary:

This Event Proposal is designed to engage community residents in person at the BBV Clubhouse with representatives from each Committee and Club or social group.

By design the proposed event is sequentially timed to occur between the annual Candidates' Forum (4/5/26) and the annual General Meeting (6/5/26). It is proposed to take place earlier in the day on the same date as the Board's planned Committee & Club Members' Appreciation Dinner.

Mid-to-late May is proposed in order to allow for our "snowbirds' return" while not taking place during the more active summer recreation and vacation season.

One of two dates (5/16/26 or 5/30/26) is to be selected so as to not conflict with the Memorial Day weekend. The Recreation Supervisor has already been consulted and the clubhouse booking calendar is currently holding both of those dates for these activities, pending Board consideration and approval for one of them.

A primary goal is to not over-burden BBV/management staff with the details of event planning for something that is primarily focused on groups of resident volunteers. A core group of current Club and Committee members will perform the following tasks:

- Create and supply information about the Committees & Clubs Info Fair for use in the GM's Friday update, the monthly Bulletin, and the BBVCC website.
- Self-coordinate the inter-group communications prior to the event.
- Do the physical site setup (tables, chairs, signs, refreshments) and assist with room re-configuration for the Committees & Clubs Appreciation dinner later that evening.

It is hoped this event proposal will answer most questions that the BBV Board of Directors members and the Office staff may have about the proposed activity, and provide sufficient information in order to make a decision about scheduling such an event.

Respectfully submitted,

David Scheirman
Division 11A, Lot 2
Member, Lakes Ponds & Drainage Committee
Advisory Member, Safety & Security Committee



8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
www.bbvcc.com

February 16, 2026

To: Board of Directors

From: Justine Brooks – Assistant General Manager

RE: Request for Military 21-Gun Salute at Cliff Mallory's Memorial Service

Background

Member Barbara Mallory has scheduled a memorial service at the Clubhouse on April 11 in honor of her husband, Cliff Mallory, who are long-time Village resident and a former member of the Board of Directors. As part of the service, Ms. Mallory has requested permission for a military honor guard to perform a ceremonial 21-gun salute in recognition of Mr. Mallory's service.

Under the Association's current Rules and Regulations, the discharge of any weapons within the Village is prohibited. Although a traditional 21-gun salute is conducted using blank rounds, it still constitutes the discharge of firearms and is therefore not permitted without explicit Board authorization.

Staff and the member wish to ensure that this request is handled respectfully, transparently, and in compliance with the governing documents. Accordingly, the request is being brought forward for formal Board consideration.

Considerations

- The salute would be performed by an organized military unit using blank ammunition only.
- The event is a funeral/memorial service, limited in scope, location, and duration.
- Cliff Mallory's longstanding service to the community, including his role as a former Board member, is a relevant factor for consideration.
- Approval would require Board action, as staff does not have authority to grant exceptions to the Rules and Regulations.
- While this request is for a one-time event, staff requests that the Board also consider whether a blanket or standing approval should be adopted for future funeral or memorial services within the Village under defined conditions.

Requested Board Action

1. Consider approval of a one-time exception to allow a ceremonial military 21-gun salute as part of the April 11 memorial service for Cliff Mallory; and



8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
www.bbvcc.com

2. Provide direction on whether the Board wishes to establish a standing policy or blanket approval for similar funeral or memorial services in the future, subject to appropriate limitations and safety requirements.
-

Proposed Motion – One-Time Approval

Motion:

Move to approve a one-time exception allowing a ceremonial military 21-gun salute at the April 11 memorial service for Cliff Mallory.

Optional Follow-Up Motion – Future Consideration

Motion:

Move to direct staff to draft a proposed policy or rules amendment for Board consideration that would allow ceremonial military honors, including the use of blank rounds, for funeral or memorial services within the Village under clearly defined conditions and safety requirements.



8055 Cowichan Road
Blaine, WA 98230
Office: 360-371-7744
www.bbvcc.com

February 18, 2026

To: Birch Bay Village Board of Directors

From: David Franklin, GM

RE: 2025 Member Excess Member Income Transfer to Reserves

Authorization to Reallocate Excess Member Income Funds to Marina Reserves

In order to limit BBVCC's Federal Income Tax liability, excess member income over expense in the Operating Fund in the amount of \$260,000 was transferred on December 31, 2025 to the General Reserve Fund as a temporary placeholder, pending further review and recommendation by the Board as to the allocation to the three separate reserve funds.

At the January Board meeting, the Board authorized the Finance Committee to review the transfer of excess member income from fiscal year 2025 and to make a recommendation to the Board regarding the appropriate allocation of the transfer between reserve funds.

In accordance with that authorization, the Finance Committee reviewed the transfer and, by unanimous vote, recommends that the \$260,000 be reallocated from General Reserves to the Marina Reserves. This recommendation is based on the Committee's assessment that the Marina Reserve currently has the lowest percentage of funding among the Association's reserve accounts and would most benefit from the allocation of these excess funds.

Staff now requests Board authorization to complete this reallocation consistent with the Finance Committee's recommendation.

Recommended Motion:

I move that the Board authorize the General Manager to transfer \$260,000 from General Reserves to the Marina Reserves, representing fiscal year excess member income funds previously transferred from the Operating Fund on December 31, 2025, based on the recommendation of the Finance Committee.



BIRCH BAY VILLAGE COMMUNITY CLUB RESOLUTION 2026-02-19-01
Resolution for Bank Authorization

WHEREAS, the Birch Bay Village Community Club (hereinafter referred to as "BBVCC") is a homeowners association registered in Whatcom County, Washington, with its principal address located at 8055 Cowichan Road, and

WHEREAS, BBVCC maintains financial accounts for the purpose of managing the finances and operations of the homeowners association in accordance with Article II; section 7 of the BBVCC Articles of Incorporation, and

WHEREAS, it is necessary for BBVCC to designate individuals who are authorized to conduct financial transactions on behalf of the homeowners association in accordance with the BBVCC By-Laws Article 6; Sections 1-10, and

NOW, THEREFORE, be it resolved that the Board of Directors of the Birch Bay Village Community Club, duly convened on February 19, 2026, does hereby authorize the following individuals to conduct financial transactions on behalf of BBVCC:

1. David Wilbrecht, President of BBVCC, is authorized to:
 - Make deposits and withdrawals from BBVCC's accounts.
 - Sign checks and execute other financial instruments.
 - Transfer funds between BBVCC accounts as necessary.
 - Execute any other financial transactions related to BBVCC's operations.

2. Dan Nedved, Treasurer of BBVCC, is authorized to:
 - Make deposits and withdrawals from BBVCC's accounts.
 - Sign checks and execute other financial instruments.
 - Transfer funds between BBVCC accounts as necessary.
 - Execute any other financial transactions related to BBVCC's operations.

3. Mathue Totten, Vice President of BBVCC, is authorized to:
 - Make deposits and withdrawals from BBVCC's accounts.
 - Sign checks and execute other financial instruments.
 - Transfer funds between BBVCC accounts as necessary.
 - Execute any other financial transactions related to BBVCC's operations.

4. Robert Whale, Secretary of BBVCC, is authorized to:
 - Make deposits and withdrawals from BBVCC's accounts.
 - Sign checks and execute other financial instruments.
 - Transfer funds between BBVCC accounts as necessary.
 - Execute any other financial transactions related to BBVCC's operations.

5. David Franklin, General Manager of BBVCC, is authorized to:
 - Make deposits and withdrawals from BBVCC's accounts.
 - Sign checks and execute other financial instruments.
 - Transfer funds between BBVCC accounts as necessary.
 - Execute any other financial transactions related to BBVCC's operations.
 - Access to all online banking services.



6. Justine Brooks, Assistant General Manager of BBVCC, is authorized to:
- Make deposits and withdrawals from BBVCC's accounts.
 - Sign checks and execute other financial instruments.
 - Transfer funds between BBVCC accounts as necessary.
 - Execute any other financial transactions related to BBVCC's operations.
 - Access to all online banking services.

7. Jonah Douglas, Bookkeeper of BBVCC, is authorized to:
- Limited read only access to all bank accounts to view statements.

The officers and personnel listed above are hereby authorized on the following financial accounts:

- a. Alliance Association Bank checking account number xxxx6493 & xxxx4662
- b. Bank of the Pacific money market account number xxxx2043
- c. Whatcom Educational Credit Union checking account xxxxx1079404 & Business Visa xxx2929741
- d. Edward Jones investment accounts xxxx1124, xxxx1127, xxxx1131, xxxx1133

This resolution shall be effective immediately upon adoption and supersede all previous banking resolutions and shall remain in effect until such time as it is amended or revoked by a subsequent resolution of the Board of Directors.

SIGNATURES:

This resolution was adopted by the Board of Directors of the Birch Bay Village Community Club on February 19, 2026.

David Wilbrecht
President, Birch Bay Village Community Club

Dan Nedved
Treasurer, Birch Bay Village Community Club



**REQUEST FOR AUTHORIZATION FOR EXPENDITURE
February 18, 2026**

Boat Ramp Replacement Engineering and Bid Package Development – proHNS, Sedro-Woolley, WA. (\$24,000)

Birch Bay Village Community Club is responsible for maintaining the common assets of the community. One of the most used amenities in the Village is the boat launch ramp facility at the marina where members and guests can launch their boats to access Puget Sound.

FY 2026 Capital Reserve Fund – Roads & Drainage	
Available General Cash Reserves	\$1,278,847
Boat ramp design, bid package development, bid support, & construction management	22,425
Contingency (7%)	1,575
Total Authorization	24,000
Ending Cash Balance	\$1,254,847

The ramp dates back to the early 1970’s original construction of the Marina. It has well exceeded its life expectancy and is exhibiting rapid deterioration of the structure including major spalling, broken, rusted, and exposed structural rebar, surface deterioration, and subsidence in some areas. The project will involve removing the old concrete ramp and then installing new gravel subsurface and then new precast concrete panels that will be connected in situ.

Proposal Scoring Matrix

Staff and members of the Marina Committee developed a scoring matrix to evaluate the proposals and then individuals score were aggregated into a final score as present in the table below.

Boat Launch Proposal Scoring Matrix				
Criteria Weight	proHNS	PND	Facet	Anchor
Understanding of Scope	90	76	78	47
Experience & Technical Expertise	90	68	50	85
Design Approach	97	88	69	56
Schedule & Capacity	90	53	66	48
Fee Proposal	85	93	85	71
Total	452	378	348	307
Cost	\$ 22,425	\$ 52,000	\$ 29,494	\$ 151,918

Staff & Committee Evaluation

- proHNS provided the most complete scope, including cut sheets, bidding support and construction management assistance.
- Although proHNS has the lowest bid, they also have the lowest overhead and provided the most detailed task description ensuring that scope requirements were met. Other more expensive proposals did not match the details.



- All firms have the necessary required experience and expertise. ProHNS was the most responsive.

Staff & Committee Recommendation

Based on total cost, completeness of scope, and demonstrated experience with similar projects, **the staff and committee recommend the approval of proHNS proposal.**

Recommended Motion

Motion:

I move that the Board of Directors of the Birch Bay Village Community Club approve an expenditure authorization and authorize the General Manager to execute a contract with proHNS for engineering, design and bid package development for the Marina Boat Ramp Replacement Project in the amount not to exceed \$24,000 with funding from the Marina Reserve Fund.



500 West State Street
Sedro-Woolley, WA 98284
360-631-6421
solutions@proHNS.com
www.proHNS.com

January 15, 2026

Birch Bay Village Community Club
8055 Cowichan Road
Blaine, WA 98230

Re: RFP No. 2025 - Birch Bay Village Community Club Marina Boat Launch Ramp Design

Members of the Marina Task Force and BBVCC Management,

The Birch Bay Village Community Club (BBVCC) Marina Boat Launch Ramp project calls for a practical, cost-effective design that avoids unnecessary complexity while still delivering a safe, functional, and long-lasting structure to meet current and future user needs. proHNS is eager not only to deliver that design, but to prove ourselves as a reliable partner BBVCC can confidently turn to for its future engineering needs.

Since our inception more than a decade ago, proHNS has seen tremendous growth across Alaska and the Pacific Northwest, largely due to our highly skilled staff and exceptional client support. While headquartered in Juneau, we recently established a permanent Washington office at 500 West State Street in Sedro-Woolley, reinforcing our long-term commitment to serving clients in Whatcom and Skagit Counties. This expansion is led by proHNS Principal Engineer and Co-Owner Garret Gadsjo, PE, a Skagit County native who is intent on building local relationships and nurturing regional engineering talent.

The BBVCC Marina Boat Launch Ramp Design will be a priority assignment for proHNS, with a project team that is prepared to begin work immediately and remain committed for the duration. Consistent with BBVCC's interest in a streamlined design approach, our team can deliver a bid-ready Plans, Specifications, and Estimate (PS&E) package by the end of March, should BBVCC wish to proceed with that timeline. Completing the design early provides BBVCC flexibility to accommodate extended agency review timelines, contractor bidding, and in-water work permit windows, ensuring more control while reducing risk.

While we do not market ourselves as a specialized marine engineering firm, working in marine and nearshore environments is a routine part of our business, with teams regularly delivering civil infrastructure projects in tidal and coastal settings. The proposed boat launch ramp replacement is, at its core, a civil structure, and our experience designing concrete structures, parking lots, and recreational sites makes this a natural fit.

Beyond this project, proHNS is interested in serving as a trusted, on-call engineering partner for BBVCC as additional marina improvements are advanced over time. Many of our clients work with us across multiple projects of varying scope, valuing the continuity of a dependable consultant who is knowledgeable, responsive, and engaged in solving problems as they arise. When specialized expertise is needed, we take responsibility for identifying and coordinating the appropriate professionals, allowing our clients to work through a single, consistent point of contact.

Thank you for considering proHNS. We look forward to the opportunity to support BBVCC now and into the future.

Sincerely,

Garret K. Gadsjo, PE
proHNS Principal Engineer and Co-Owner

Attached: Exhibit A - Scope of Work and Fee Proposal
Exhibit B - Oldcastle Precast Concrete Standard Boat Launch Ramp Plank Sheet and Quote

Project Understanding

History and Existing Conditions: For decades, the marina boat launch ramp has served as the community’s primary access to Birch Bay. Built in 1968 and subjected to constant use and tidal stress, the ramp has experienced progressive deterioration. Exposed rebar, spalled concrete, and potholes now pose safety concerns and increase the risk of vehicle and trailer damage, which is why replacing the ramp has become BBVCC’s highest-priority marina project.

The ramp is accessed from adjacent paved upland areas that also serve as staging and preparation space for launching activities. It extends approximately 120 feet in length and 12 feet in width, terminating below tidal elevations that are regularly inundated. The adjacent floating dock, which runs parallel to the ramp, is in fair condition and is not included in the scope of work for this project.

BVCC Goals: BVCC’s objective is to restore boat ramp functionality, safety, and durability without expanding or altering marina operations. The project is therefore structured as an in-kind replacement, maintaining the existing ramp’s footprint, dimensions, slope, and orientation. This approach minimizes environmental disturbance, reduces permitting risk, and supports construction within established in-water work windows. The proposed use of precast concrete panels also reduces in-water construction time and supports efficient installation from upland staging areas.

Current Status: proHNS understands that permitting for the ramp replacement is already well underway and being led by Anchor QEA, including preparation of ESA documentation and the Joint Aquatic Resources Permit Application (JARPA). The project’s in-kind scope and clearly defined limits substantially reduce permitting complexity. proHNS’ role will be to support this ongoing effort by providing responsive design clarification, attending agency meetings if requested, and ensuring that final design documents are aligned with permit conditions and agency expectations.

proHNS has developed a thorough understanding of the project through review of background materials, including permitting documentation, drawings, and environmental memoranda, as well as through two site visits conducted with BBVCC staff. These visits allowed our team to observe existing conditions firsthand, ask detailed questions, and better understand operational needs, access constraints, tidal considerations, staging limitations, and interfaces with adjacent marina features.

Recognized Solution: This project is being permitted under the assumption that precast concrete panels will replace the existing boat ramp structure as part of the in-water work occurring below the Highest Astronomical Tide (HAT) and Mean Higher High Water (MHHW). To support this approach, proHNS reviewed recently permitted precast concrete boat launches in Washington State and coordinated with regional suppliers regarding availability and preliminary pricing.

Based on this effort, we believe Oldcastle Precast’s Standard Boat Ramp Plank (shown at right) is a simple, cost-effective option. While custom precast panels could be designed and fabricated, we believe the additional cost would provide minimal added value for this project. The off-the-shelf plank meets permitting requirements and project objectives while minimizing complexity and cost.



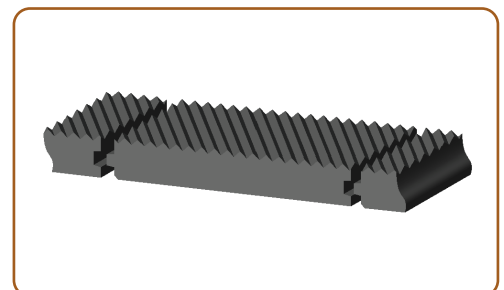
The existing ramp is more than five decades old, showing its age in spalled concrete and potholes.



The adjacent dock is in fair condition and will not be replaced as part of this project.



Precast concrete planks prepped for installation at the 2020 Confluence State Park boat ramp project in Wenatchee, WA. Source: The Wenatchee World



Rendered image of 12' Oldcastle Precast Standard Boat Ramp Plank. Source: Oldcastle Precast

Design Approach

proHNS's cost-effective design approach to this project focuses on **simplicity, efficiency, and constructibility**. We are not proposing to use any subconsultants for this work, as specialty structural or geotechnical design does not appear necessary. Instead, our focus will be on producing a clear, straightforward design that contractors can readily understand, price competitively, and construct efficiently, reducing ambiguity and limiting the potential for change orders during construction.

To ground early decisions in proven, real-world solutions, proHNS has already completed targeted research and outreach focused on comparable precast concrete boat launch projects in northwest Washington. This effort included reviewing standardized boat launch designs and specifications developed by the Washington Department of Fish & Wildlife (WDFW), which are widely recognized for their durability, constructability, and environmental compliance. We examined recent WDFW precast ramp projects in the Puget Sound and Skagit–Whatcom region, including successful installations near Blaine and within the Skagit River delta, such as the Cornet Bay Boat Launch and the Wiley Slough launch in the Skagit Wildlife Area, projects constructed in sensitive, tidally influenced environments with permitting constraints similar to Birch Bay.

Our team also evaluated multiple prefabricated ramp plank and panel systems and contacted regional suppliers to obtain preliminary cost and availability information. This early legwork allows us to discuss realistic options, tradeoffs, and budget implications with BBVCC from the outset, avoid reinventing the wheel, and move efficiently toward a constructible, permit-ready design informed by what has already been shown to work locally. As it stands, we believe Oldcastle Precast's Standard Boat Ramp Plank design offers not only a reliable solution, but an economical one as well (see attached **Exhibit B** for additional information).

Clear, proactive communication is fundamental to proHNS's approach and a defining aspect of how we serve our clients. Throughout design, we will regularly engage with BBVCC staff, the Marina Task Force, and Anchor QEA to ensure transparent, timely coordination and a shared understanding of project goals. We view our role as working **for** BBVCC, not directing decisions. Our responsibility is to use our technical expertise to clearly present options, explain tradeoffs, and offer well-reasoned recommendations, while ensuring that BBVCC remains actively involved and empowered to make informed decisions about its own facilities.

As clarified by BBVCC, we will advance the design directly from 30% to 100%, eliminating intermediate submittals that would not meaningfully improve outcomes for a project of this size. Design development will proceed in step with approved environmental documentation and permit conditions, maintaining consistency with the in-kind scope and footprint already approved.

What proHNS Clients Say About Our Approach

“

What sets **proHNS** apart is their genuine investment in the success of the project and the people involved. They go beyond simply meeting requirements—they listen, collaborate, and bring creative solutions to the table. Their team's professionalism, clear communication, and ability to adapt quickly make them stand out from other firms we've worked with. **You feel like you have a true partner, not just a service provider.**

*Steve and Denise Skaglund, Owners
Skaglund Quarry Reclamation Plan Permitting*

”

“

proHNS stood out for their integrity, guidance, and commitment to doing things the right way. They ensured our housing project wasn't just 'duct-taped together' but built to proper code and standards, protecting the City from future costs and challenges. More than that, they took the time to teach our small staff how to manage a complex project with confidence. **Their dedication to quality and community capacity-building truly sets them apart.**

*Ginger McCormick, City of Saxman Clerk
Housing Complex Construction Management*

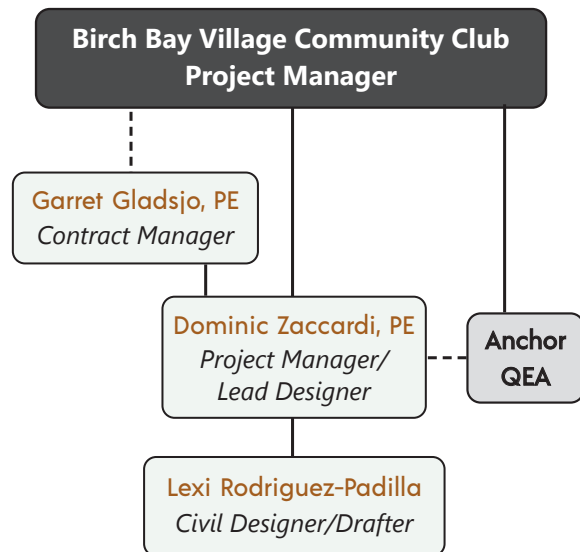
”

Project Team and Key Personnel

Working out of the proHNS Sedro-Woolley office, our proposed team will be led by Contract Manager Garret Gladsjo, PE. Garret will be responsible for budget and schedule control, quality control review, and ensuring the delivery and performance of all proHNS services and personnel. He will remain readily available to BBVCC, though Project Manager and Lead Designer Dominic Zaccardi, PE, will serve as BBVCC's primary point of contact.

In addition to reporting directly to BBVCC, Dominic will be responsible for managing daily project activities, leading design development, and coordinating with Anchor QEA to ensure alignment with permitting requirements and approved environmental documentation. Alongside regular informal communication, he will provide formal written reports to track costs, schedule, outstanding information needs, and action items.

Lexi Rodriguez-Padilla will support the project as Civil Designer/Drafter and report directly to Dominic. Her responsibilities will include developing the design basemap, preparing drawings, and assisting with cost estimation and specification writing.



— Direct Report - - - As-Needed Communication

Garret K. Gladsjo, PE

Proposed Role: Principal in Charge and Contract Manager

Resident Office: Sedro-Woolley, WA

Education: B.S. in Civil Engineering from Washington State University

Registrations/Certifications: Licensed PE in WA (#58152), AK (#14469), OR (#95699PE), CO (#0067571), and ID (#18953)



Professional History: Starting his career in Skagit County, Garret's prior employment over the last 15+ years includes positions with Snohomish County Public Works and Reichhardt & Ebe Engineering. In 2013, he relocated from Washington to Alaska and worked for the State's Department of Transportation and Public Facilities (AK DOT&PF) as a Project Engineer and Quality Assurance Engineer before joining proHNS as a Principal Engineer and Co-Owner in 2016, shortly after its inception.

Over the past decade, Garret has been the driving force behind proHNS' rapid growth and success, serving as the firm's cornerstone for business development and client relations. His responsiveness, efficiency, and clear communication style have led him to become the informal "on-call" engineer for several communities and have earned him repeated praise from many proHNS clients. In 2023, Garret returned to his roots and moved his family to Sedro-Woolley to launch proHNS' Washington branch. He is deeply invested in growing the firm's presence in Washington and building proHNS' Sedro-Woolley office with local, talented professionals.

Relevant Experience: Early in his career, Garret designed and inspected infrastructure improvements across Skagit County and spent four years with Alaska DOT&PF overseeing construction of highway, bridge, and utility projects to ensure compliance with plans and specifications. At proHNS, he has led the design, inspection, and management of projects involving many of the same elements as the BBVCC boat launch, including precast concrete structures, upland site development, and work in wetland and marine habitat.

From 2023 to 2025, Garret provided engineering support for the Skaglund Quarry in Darrington, WA, working closely with the owner to address regulatory concerns under an active Washington Department of Natural Resources surface mine reclamation permit. He led preparation of updated maps, cross-sections, and technical documentation and served as the primary liaison with regulators and subconsultants to resolve compliance issues. He also led civil site and utility design for the Cascade Flats Event Center in Sedro-Woolley, a project that required completion of a SEPA checklist and adherence to Washington Department of Ecology stormwater requirements.

Dominic Zaccardi, PE

Proposed Role: Project Manager and Lead Designer

Resident Office: Sedro-Woolley, WA

Education: B.S. in Civil Engineering from University of Idaho
B.S. in Environmental Science from University of Washington

Registrations/Certifications: Licensed PE in WA (#23018150); CESCL #ECO-3-1292413



Professional History: Dominic is a licensed professional engineer with more than eight years of experience in civil site and stormwater design and permitting. Prior to joining proHNS, his entire career was spent working for David Evans and Associates in their Everett, Washington office, where his responsibilities included civil site layout, stormwater and erosion control design, preparation of stormwater reports, hydrologic modeling, and coordination with local and state reviewing agencies. His work required consistent application of Washington Department of Ecology stormwater requirements and coordination with state and local agencies during environmental and construction permitting. Dominic also brings a practical, field-informed perspective shaped by earlier experience in construction inspection and materials testing.

Relevant Experience: Within the Birch Bay watershed, Dominic has provided maintenance inspections and design input for the Loomis Trail HOA near California Creek, serving as the HOA's stormwater inspector. His most recent work included developing design recommendations to address downstream issues that were causing system backups. Dominic has also reviewed multiple shoreline-adjacent development and redevelopment projects on behalf of San Juan County, providing technical input on stormwater management and identifying required mitigation measures for runoff discharging to shoreline outlets. This experience included evaluating designs prepared by other firms and advising on modifications needed to meet environmental requirements.

Lexi Rodriguez-Padilla

Proposed Role: Civil Designer & Drafter

Resident Office: Sedro-Woolley, WA

Education: B.S. in Environmental Engineering from University of Washington

Registrations/Certifications: Alaska Certified Erosion and Sediment Control Lead #ASA-25-0045



Professional History: Lexi holds a B.S. in Environmental Engineering from the University of Washington, where her coursework emphasized environmental policy and permitting (SEPA, SMA, HPA), state and federal water quality regulations, stormwater and erosion control, and habitat protection best practices. She joined proHNS in 2025 as a Civil Environmental Engineer and spent the last construction season serving as a Construction Inspector on a remote FHWA Western Federal Lands Highway Division (WFLHD) roadway reconstruction project in Alaska.

Relevant Experience: As a Construction Inspector on the WFLHD Neck Lake Road Reconstruction project on Prince of Wales Island, Lexi supported stormwater compliance inspections, aquatic habitat protection, daily reporting, photo documentation, and coordination with FHWA, the Alaska Department of Fish and Game, and other agency personnel. The project was constructed directly adjacent to Neck Lake and required strict adherence to environmental protocols, active coordination with regulators, and proactive issue resolution in a sensitive lakeshore environment.

Since Lexi's stint on Neck Lake Road ended in Fall 2025, she has been sharpening her AutoCAD skills and providing drafting support for proHNS design projects, including the Silver Street Subdivision in Juneau. The new 10-lot residential subdivision involves roadway and utility extensions, with Lexi supporting design development through individual lot and driveway layout and detailing.

Relevant Experience & References

proHNS is not a marine engineering firm; however, we have been designing and delivering infrastructure projects constructed in coastal environments throughout Alaska for more than a decade. Our areas of expertise include roadways, stormwater systems, water and sewer utilities, parking lots, trails, recreational facilities, and subdivisions, with projects advanced from concept planning through design, permitting, construction, and closeout. Our projects routinely involve many of the elements and considerations required for the BBVCC boat launch, including site access and circulation, stormwater management, pre-cast concrete structures, and work within environmentally constrained settings.

Our long-standing relationships reflect the breadth of our services and the trust our clients place in us to support a wide range of project needs over time. We will bring this same approach to BBVCC, pairing technical expertise with a client-centric mindset to ensure successful project delivery and the beginning of a long-term partnership.

Organized Village of Kasaan (OVK) Engineering, Planning, & Grant Writing Services

Location: Kasaan, AK

Timeframe of Services: 2022 - Present

AK Dept. of Transportation & Public Facilities Tenakee Ferry Terminal Improvements

Location: Tenakee Springs, AK

Timeframe of Services: 2020

Over the past three years, proHNS has supported OVK across a wide range of engineering needs, including advancing its top transportation priority: the reconstruction of the Kasaan Access Road, a 17.3-mile rural roadway. Our services to date have included:

- Bringing outdated permits (US Army Corps of Engineers, Alaska Department of Fish and Game, DEC) and designs for the Kasaan Access Road up to current standards, making them shovel-ready.
- Assembling and securing a \$5 million NOAA grant to replace eight fish passage culverts along the roadway. proHNS performed Hydrologic and Hydraulic analyses of the culverts and is currently designing the replacements; we will also provide inspection when construction begins in Summer 2026.
- Designing the site and structure for a new equipment storage facility to protect and preserve the OVK Department of Transportation fleet of vehicles and heavy equipment.
- Providing an on-site Construction Manager since 2024 to oversee reconstruction of portions of the Kasaan Access Road and several bridges.
- Updating OVK's Long-Range Transportation Plan (LRTP) and Tribal Transportation Safety Plan, two documents required to access federal funding.
- Developing compelling, competitive grant applications for federal and state programs, including USDOT RAISE, the National Fish & Wildlife Foundation, USDOT Rural and Tribal Assistance Program, and more.
- Working with our land surveying, environmental permitting, and structural engineering subconsultants to provide OVK with all the services they need.

proHNS provided a full team to perform contract administration and construction inspection services on this \$11.2 million project that reconstructed the existing Tenakee city dock and Alaska Department of Transportation and Public Facilities (AK DOT&PF) ferry terminal facility. Construction included removal of portions of the existing dock and terminal structures, refurbishment of the existing pile support approach deck, and improvements to fuel and electrical systems. It also constructed a new pile-supported dock and ferry staging structures, offshore mooring dolphins, timber mooring floats, and fuel operations building.

To reduce costs to the client, proHNS utilized our Project Engineer's 65-foot, 10-bed motor yacht M/V Heron to lodge project field staff and serve as the project office. The vessel was stocked with all necessary communication equipment (handheld radios, satellite Internet) as well as inspection and safety equipment before departing for Tenakee.



**Haines Borough Term Contract for
As-Needed Professional Engineering Services**

Location: Haines, AK

Timeframe of Services: 2021 to Present

Since 2021, proHNS has been in a term contract with the Haines Borough to provide as-needed design, construction inspection, and contract administration services. Thus far, we have received a dozen individual task orders, including but not limited to:

- Design and CA&I - 5th to 6th Avenue Drainage Improvements
- Design and CA&I - Soap Suds Alley Local Improvements
- Design and CA&I - Visitor Center Parking Lot Improvements
- Design - Mathias Avenue Sewer Main Extension
- Design - Mathias Avenue Improvements
- Design - Clean Metal Staging Yard
- Haines Sewer System Infiltration & Inflow (I&I) Study

In addition to project-specific work, proHNS regularly provides code reviews, input, and other on-call support, and remains ready to respond promptly to the needs of Haines Borough staff.

Cascade Flats Event Center Design

Location: Sedro-Woolley, WA

Timeframe of Services: 2020 to 2024

proHNS was engaged early in this private development process, beginning in 2020 with conceptual site layouts and feasibility evaluations for an RV park. As site constraints were better defined, the project evolved in response to wetland buffers, development restrictions, and municipal requirements, ultimately turning into a 5,000-square-foot wedding and event center.

proHNS provided full civil site and utility design, including water and sewer utilities, ADA-compliant walkways, parking lot layout and traffic circulation, bioswales, signage and striping, and site landscaping. Design work included completion of the SEPA checklist and approval under the City's Critical Areas Ordinance, along with application of local standards, Washington Department of Ecology stormwater requirements, and ADA, MUTCD, AASHTO, and WSDOT design criteria.

**AK Dept. of Transportation & Public Facilities
Pelican Main Street Bridge Improvements**

Location: Pelican, AK

Timeframe of Services: 2018 to 2019

proHNS provided construction engineering and inspection services for this FHWA-funded rehabilitation of the Pelican Main Street Bridge (known locally as the Pelican Boardwalk) in a small coastal community where all infrastructure is built over water. The approximately one-mile-long boardwalk functions as the town's primary transportation corridor and is supported by timber pilings subject to tidal action, scour, and long-term environmental exposure.

Rehabilitation work included installation of new footings and replacement of piles, pile caps, stringers, and other timber elements. proHNS staff provided inspection, documentation, and coordination to ensure construction was completed in accordance with the contract plans and specifications. Work required careful sequencing and coordination in an active tidal environment with limited access.

Skaglund Quarry Reclamation Plan Permitting

Location: Darrington, WA

Timeframe of Services: 2023 to 2025

Operating under a Washington Department of Natural Resources Surface Mine Reclamation Permit, Skaglund Quarry has long supplied sand, gravel, riprap, and jetty stone for regional construction projects. In 2023, DNR identified compliance concerns and requested updated documentation to verify site conditions and reclamation intent.

The quarry owners engaged proHNS to address the agency's concerns without interrupting ongoing operations. Acting as the client's primary technical representative, we coordinated directly with regulators, subconsultants, and stakeholders to clarify permit limits, respond to agency comments, and document compliance within the framework of the existing permit. The work allowed the quarry to remain operational while resolving regulatory issues and restoring the agency's confidence in the site's management.

John Huestis, PE
Organized Village of Kasaan
Tribal Transportation Director
907-617-9970
director@kasaan.org

Josh Speck
Cascade Flats Event Center
Owner
425-903-1223
josh5887@gmail.com

Steve Skaglund
Skaglund Quarry
Owner
360-631-3728
skaglundquarry@hotmail.com

Proposed Scope of Work, Deliverables, and Fee Proposal

Exhibit A presents a comprehensive, task-based fee estimate that aligns directly with the requested Scope of Work. It outlines our full design approach, including defined tasks and subtasks, anticipated deliverables, and a transparent allocation of labor hours by project team member. Based on this scope, we are proposing a base fee for design services of **\$12,820**, which includes project management and coordination, integration of provided survey data, design development through 30% and final plans, preparation of stamped construction documents, technical specifications, an engineer’s cost estimate, and delivery of a complete, bid-ready PS&E package.

Optional services (including permitting coordination and agency support, bidding and award assistance, and construction management assistance) are identified separately with associated fees and may be authorized by the Client as needed to support the project. Key assumptions and exclusions are also summarized in Exhibit A to clearly define the basis of services and ensure shared expectations.

Design Schedule and Availability

proHNS is prepared to begin work immediately and has prioritized this project to ensure it receives full attention from the proposed team. Our goal is to complete the project efficiently and professionally, delivering a high-quality, cost-effective end product.

We are prepared to complete the design by the end of March, ahead of the RFP schedule. Advancing design on this timeline provides BBVCC with valuable schedule flexibility, allowing environmental coordination and permitting to proceed, even if agency reviews extend several months, without adversely affecting the construction schedule. By completing design early, BBVCC is positioned to move efficiently into bidding and construction with reduced risk and greater control over project timing.

Milestone	Description	Date
Project Kickoff Meeting	This meeting will confirm project goals, assumptions, communication protocols, and consistency with approved environmental documentation and permit conditions.	1/30/26
Submit 30% Design	Preliminary plans defining layout, sections, and installation approach will be submitted for BBVCC review. The 30% design will remain fully consistent with the in-kind scope and footprint approved through the JARPA and HPA.	2/16/26
Submit 100% Plans, Specifications, and Estimate (PS&E)	Complete plans, technical specifications, and Engineer’s Opinion of Probable Construction Cost will be submitted for BBVCC review and for use in ongoing and future permit coordination. Final design documents will be aligned with the approved HPA conditions and environmental commitments.	3/13/26
Deliver Final Bid Package	Final, bid-ready documents will be delivered for BBVCC advertisement, positioned to move forward once remaining permitting steps are complete.	3/31/26
Advertise Bid and Select Contractor	Bid advertisement, opening, and contractor award will be timed to follow permit confirmation and contractor availability.	April 2026
Construction During Approved In-Water Work Window	Construction is anticipated to occur within the HPA-approved in-water work window, subject to final permit conditions and contractor scheduling. The existing HPA remains valid through Oct. 16, 2030, providing flexibility for construction if needed.	August 1 - January 31

Exhibit A - Professional Services Fee Estimate



Project: 2026 Marina Boat Launch Ramp Design

Client: Birch Bay Village Community Club

Location: Blaine, WA

Task	Task Description	Client Deliverable?	CM	PM	CE	Hours per Task	Labor Cost per Task
1	Project Management						
1.1	Contract Management		2			2	\$ 490.00
1.1	Coordination with BBVCC Management and the Marina Task Force			8		8	\$ 1,160.00
1.1	Provide Written Monthly Progress Updates to BBVCC	Yes		4		4	\$ 580.00
	Hours per Project Staff Member		2	12	0	14	\$ 2,230.00
2	Import Topographic Survey						
2.1	Import Topographic Survey and Develop Design Basemap, Create Existing Surface Model			1	12	13	\$ 1,405.00
	Hours per Project Staff Member		0	1	12	13	\$ 1,405.00
3	Design Development						
3.1	30% Design Plans for Client Review (Title, Legend, Conceptual Layout)	Yes	1	2	12	15	\$ 1,795.00
3.2	100% Design Plans for Client Review (Title, Legend, Site Plan, Grading Plan, Details)	Yes	1	4	16	21	\$ 2,505.00
3.3	100% Engineer's Cost Estimate for Client Review	Yes	1	4	4	9	\$ 1,245.00
3.4	100% Technical Specifications/Special Provisions for Client Review	Yes	1	8	4	13	\$ 1,825.00
	Hours per Project Staff Member		4	18	36	58	\$ 7,370.00
4	Final Bid Package						
4.1	Prepare and Submit Final Plans Stamped by WA Licensed Professional Engineer	Yes	2	2		4	\$ 780.00
4.2	Prepare and Submit Final Bid Package for Client Advertisement	Yes	1	4	2	7	\$ 1,035.00
	Hours per Project Staff Member		3	6	2	11	\$ 1,815.00
	Total Base Project Hours by Staff Member		9	37	50	96	
Base Fee Estimate							\$ 12,820.00
5	OPTIONAL Permitting Assistance as Requested						
5.1	Assist BBVCC with Permit Applications for up to 4 Staff Hours (Attend Agency Meetings, Respond to RFIs)			2	2	4	\$ 500.00
	Hours per Project Staff Member		0	2	2	4	\$ 500.00
6	OPTIONAL Bidding Support Services as Requested						
6.1	Prepare and Circulate Notice of Bid (Advertisement of Bid)	Yes	1	1	4	6	\$ 810.00
6.2	Respond to Bidder Questions and Prepare Addenda	Yes	1	2	2	5	\$ 745.00
6.3	Bid Opening Tabulation, Analysis, and Award Recommendation	Yes	1	2	2	5	\$ 745.00
	Hours per Project Staff Member		3	5	8	16	\$ 2,300.00
7	OPTIONAL Construction Management Assistance as Requested						
7.1	Lead Preconstruction Conference, Including Preparation of Agenda and Submission of Minutes to Client	Yes	1	4	4	9	\$ 1,245.00
7.2	Review and Approve Contractor Submittals			8	4	12	\$ 1,580.00
7.3	Conduct up to Two Site Visits During Construction, Submit Site Visit Reports to Client	Yes		8	8	16	\$ 2,000.00
7.4	Conduct Final Inspection and Submit Final Report, Including Any Punch List Items, to Client	Yes	4	4	4	12	\$ 1,980.00
	Hours per Project Staff Member		5	24	20	49	\$ 6,805.00
Base + Optional Fee Estimate							\$ 22,425.00
	Total Base + Optional Project Hours by Staff Member		17	68	80	165	

proHNS Staff Position Descriptions		Billing Rate	Labor Amount per Staff Member
CM	Contract Manager - Garret Gladsjo, P.E.	\$ 245.00	\$ 4,165.00
PM	Project Manager / Senior Civil Engineer - Dominic Zaccardi, P.E.	\$ 145.00	\$ 9,860.00
CE	Civil Environmental Engineer - Lexi Rodriguez-Padilla	\$ 105.00	\$ 8,400.00
		proHNS Labor Total	\$ 22,425.00

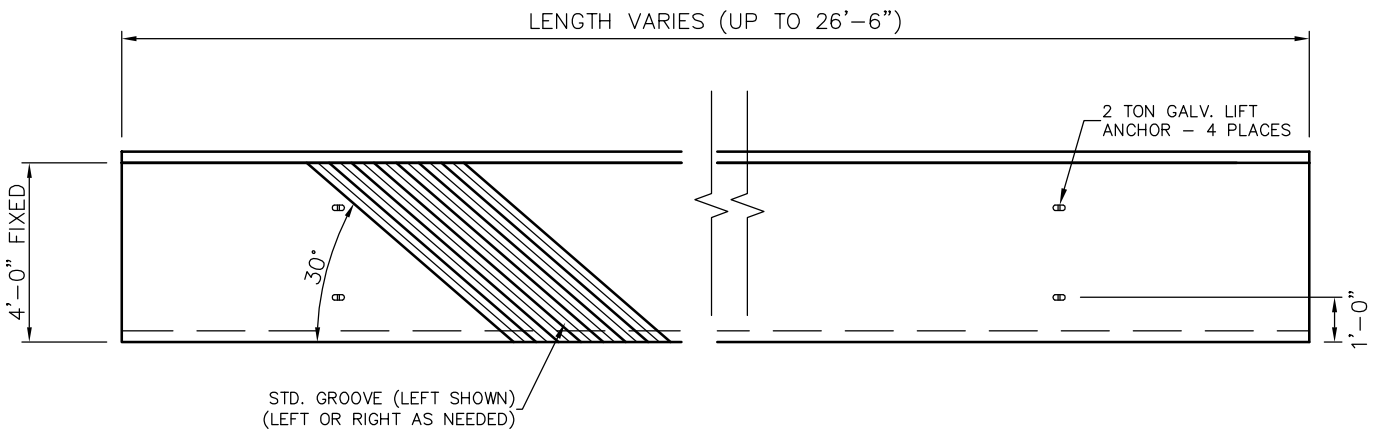
We are not proposing to use any subcontractors for this project. Any direct expenses will be pre-approved by the Client.

Estimate Assumptions & Excluded Services:

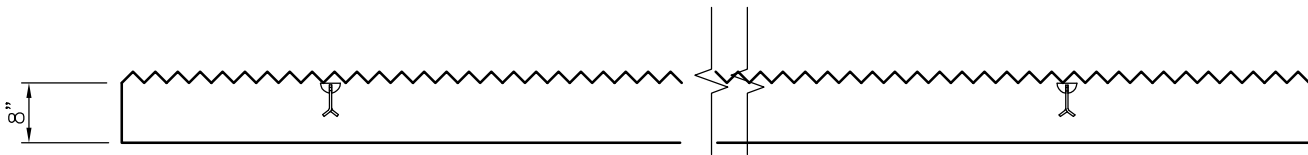
- a) Contract for this work will be executed and notice to proceed provided no later than January 31, 2026.
- b) Site survey data and CAD drawing files provided by the Client will be sufficient for design development. If additional topographic or as-built survey is required, it will be provided by others.
- c) Establishment of horizontal and vertical survey controls, if required, will be performed by others.
- d) We assume the project will not require a geotechnical investigation or the services of a structural engineer.
- e) The Client will be responsible for daily oversight of construction activities.
- f) Optional or as requested tasks, such as those listed in Tasks 5-7, may be performed on an hourly fee basis by agreement.

Exhibit B

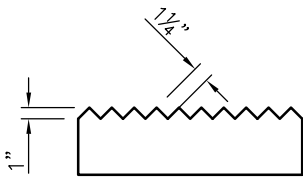
BOAT RAMP PLANK



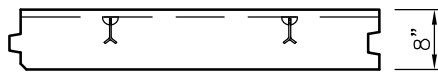
PLAN



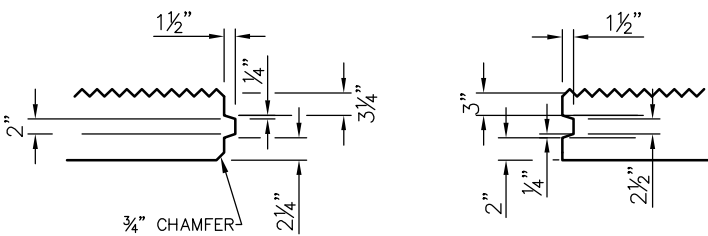
SIDE



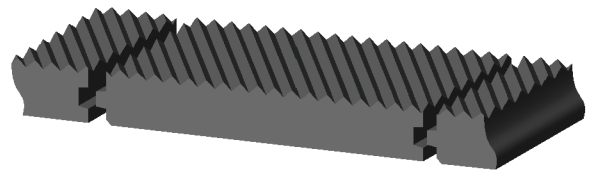
GROOVE DETAIL



END



KEYWAY DETAIL




Oldcastle Precast®
 PO Box 323, Wilsonville, Oregon 97070-0323
 Tel: (503) 682-2844 Fax: (503) 682-2657

BOAT RAMP PLANK
 File Name: 020-BOATRAMP
 Issue Date: 2018
oldcastleprecast.com/wilsonville

**BOAT RAMP PLANK
 STANDARD RAMP**



Contract & Proposal

28499 SW Boberg Road
Wilsonville OR, 97070-9280

Oldcastleinfrastructure.com
503-682-2844

Quote Number: Q-282738-2
Quote Date: 12/01/2025
Quote Expiration: 01/02/2026

Customer Number: PROSPECT

Quote To:
ProHNS LLC

Contact:
Phone:
Email:

Ship To:
Job Name: Birch Bay Village Marina
BLAINE WA, 98230

Terms:
Payment:
Delivery Terms: Standard or LTL
Tax Exempt: No

Custom Notes: -

Planks are designed per Oregon Marine Board standards. Alternate designs NOT available.

CONTRACTOR TO: Offload and set planks. Heaviest pick: 5,000 lbs. Planks to be staged on level ground with appropriate dunnage, properly located.

Product	Description	Qty Unit	Mark	Unit Price	Amount
PH10000015	12'-0" Boat Ramp Plank:	31 EA		\$1,947.00	\$60,357.00
CF10000036	12'-0" Boat Ramp Plank w/Epoxy Rebar	31 EA			
SV10001004	Delivery Included	31 EA			
				Subtotal	\$60,357.00
				Est. Sales Tax	\$4814.93
				Subtotal	\$60,357.00
				Quote Total (US)	\$65,171.93

- Inclusions:**
- a. "V" groove finish.
 - b. Tongue & groove sides.
 - c. (4)-Lifting inserts.
 - d. 5500 PSI concrete.
 - e. Grade 60, epoxy-coated rebar.

Exclusions:

* Send signed approved quote to: john.steinbrunner@oldcastle.com

Signature for Approval

Signature

Print Name

Date

Title

Purchase Order Number



REQUEST FOR AUTHORIZATION FOR EXPENDITURE
February 18, 2026

**Stormwater Pipe Replacement
 Surveying – Northwest Surveying,
 Lynden WA. (\$14,000)**

Birch Bay Village Community Club is responsible for maintaining over 100 stormwater culverts on behalf of the membership. Most of these culverts were

installed in the early 70’s and lie underneath roadways that provide connectivity for the various drainage systems. Many of the pipes were made of corrugated metal and because they were installed at the same time; they have reached the end of their useful life at the same time. Of the 100 culverts, twenty-five have been identified as in critical need of replacement. Of the twenty-five, three are challenging because they are: 1) larger capacity, 2) deeply buried, 3) involve water, sewer, power and communications utilities and 3) in critical areas. Each one of these attributes requires additional surveying, engineering, studies, permitting, and expense.

FY 2026 Capital Reserve Fund – Roads & Drainage	
Available General Cash Reserves	\$1,032,832
Survey work Skeena, Comox Loop and Rogers Slough	14,000
Total Authorization	14,000
Ending Cash Balance	\$1,018,832

The three challenging culverts are located in the Beaver Creek Drainage at:

1. Pipe #3 8248 Skeena
2. Pipe # 18 8198 Skeena
3. Pipe # 103 8141 Comox Loop

Now that these three special cases have been identified, the next step in the process is to have the affected areas surveyed. This will be the basis for all future engineering, permitting and construction.

Scope of Work

Attached is a proposal from Northwest Surveying. Scope includes surveying for elevations, utilities, lot line, right of ways, and easements in the areas of the three pipes identified above.

In addition to the culvert surveys, Northwest Surveying has included scope of work to survey the mouth of Rogers Slough. This is necessary for a future permit application for a log boom across the mouth of the slough to prevent log debris from entering and accumulating impeding drainage function. Preliminary discussions in late 2025 with Whatcom County and Washington Fish & Wildlife provided support for the concept, but ultimately a plan and permit application would need to be submitted for review before any final determination could be made.

Contractor	Scope	Total Estimated Cost
Norwest Surveying	Survey pipes #3, #18, and #103 Survey mouth of Rogers Slough	\$14,000



Evaluation

Northwest Surveying has done the majority of the surveying in the Village over the last 20 years. Most of the control points are theirs and they know the area very well, making their work efficient. In the last three years, all surveys with the exception of the maria bathymetric and topographic survey have been awarded to Northwest Survey because of superior scope and cost. Because of this, management recommends that this project be sole sourced and the contracted be awarded to Northwest Surveying.

Recommended Motion

Motion:

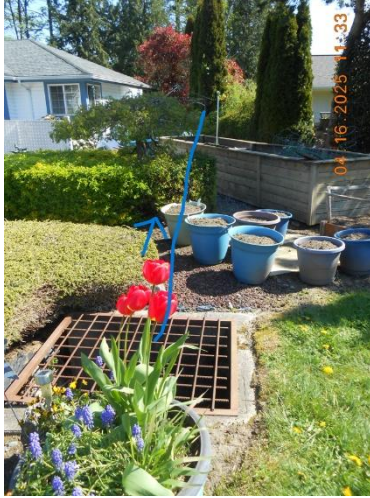
I move that the Birch Bay Village Community Club Board of Directors approve an expenditure authorization and authorize the General Manager to execute a contract with **Northwest Surveying** for surveying work related to stormwater culvert replacements and a log boom at Rogers Slough in an amount not to exceed **\$14,000** to be paid from the **Roads and Drainage Reserve Fund**.

Exhibits:

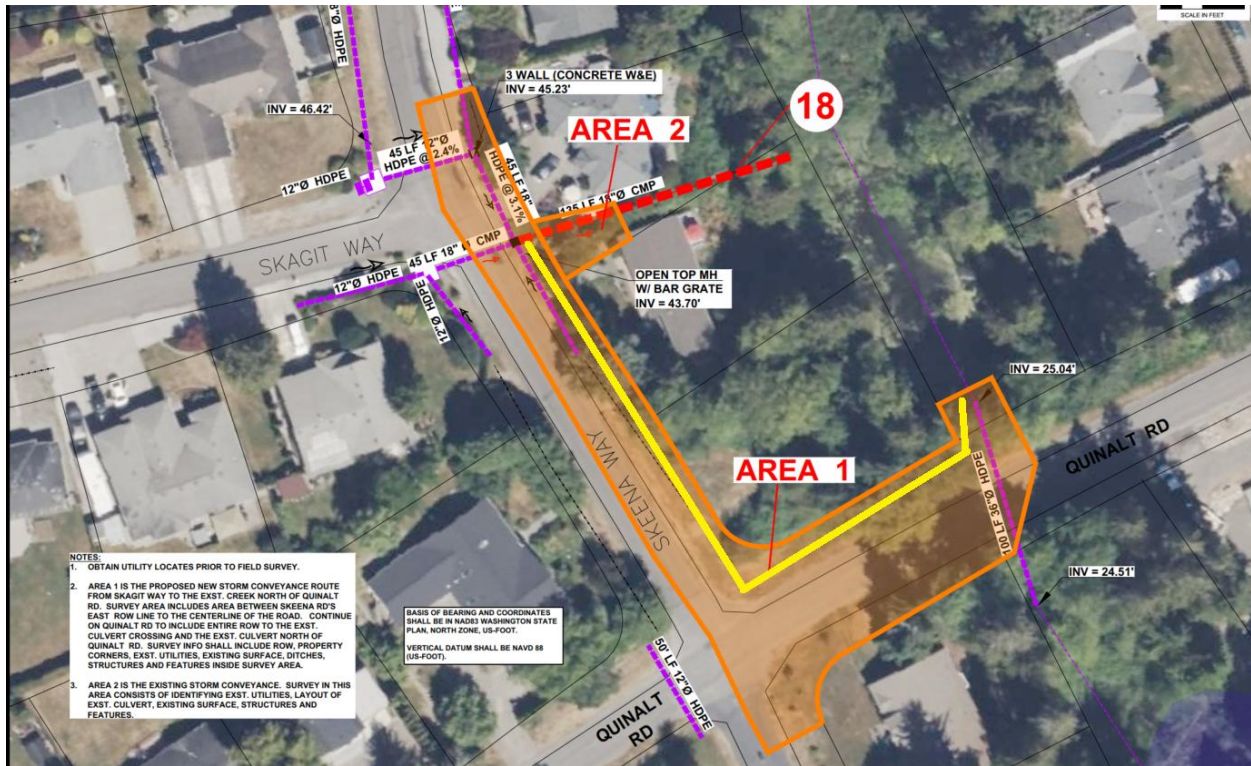
Table 1: Critical Culvert Inventory

	Culvert #	Nearest Address	Description	Material Type	Length (ft)	Dia. (in)	Slope	Culvert Capacity QF (pipe full)	Critical Area (Y or N)	Shoreline (Y or N)
Completed in 2024										
1	4	8254 Salish Lane	Beaver W. Trib @ Salish Ln	Completed HDPE	70	24	0.0386	48.26	Y	N
Proposed Culvert Replacements										
2	17A	8198 Skeena	S. Xing Skeena @ Skagit	CMP	45	18	0.0242	17.76	N	N
3	19	5768 Salish	Salish Road Culvert	CMP	50	12	0.0056	2.90	N	N
4	20	5752 Salish	Salish Road Culvert	CMP (~50); HDPE (~120)	50	12	0.0160	4.90	N	N
5	20A	5763 Salish	Salish Lane Xing @ Salish	CMP	70	12	0.0339	7.12	N	N
6	22	5732 Salish	Salish Road Culvert	CMP	50	12	0.0092	3.71	N	N
7	57	8140 Kitamat	Kitamat Xing	CMP	55	12	0.0425	7.98	N	N
8	58	8026 Kayak	Kayak Xing @ Kitamat	CMP	50	12	0.0002	0.55	N	N
9	58A	8030 Kayak	Kitamat Xing @ Kayak	CMP?	50	12	0.0050	2.74	N	N
10	58B	8030 Kayak	Kayak Xing @ Kitamat	CMP	50	12	0.0498	8.64	N	N
11	66	8296 Cowichan	Cowichan Xing - NW Kwan Lake	CMP	70	12	0.0006	0.93	N	N
12	66	8107 Comox	Comox Loop Xing @ Comox	CMP	50	12	0.0054	2.84	N	N
13	89	8113 Sehome	Coquitlam Xing @ Sehome	HDPE S. Wall	75	12	0.0209	5.80	N	N
14	102	5824 Salish	Under Salish Cul de Sac 7	CMP	45	12	0.0284	6.53	N	N
Proposed Culvert Replacements with Critical Area Impacts										
15	3	8248 Skeena	Beav W.Trib @ Skeena	CMP	80	(2) 18	0.0315	40.50	Y	N
16	18	8198 Skeena	Outlet Skeena to Beaver Ck	CMP	125	18	0.0300	19.76	Y	N
17	53	8149 Skeena	Skeena Xing	CMP	55	18	0.0685	32.11	Y	N
18	103	8141 Comox Loop	Xing of Comox Loop	CMP	90	18	0.0064	9.16	Y	N
Proposed Culvert Replacements with Shoreline Impacts										
19	42	5373/5379 Salish	Salish Road to Kwann Lake	CMP	145	18	0.0041	7.34	Y	Y
20	42X	5373/5379 Salish	Salish Road to Kwann Lake	New HDPE	145	18	0.0050	8.07	Y	Y
21	75B	5578 Haida	Outlet to Harbor	CMP	90	12	0.0100	3.87	Y	Y
22	75C	5566 Haida	Haida Xing	CMP	45	12	0.0116	4.16	N	Y
23	108	5495 Haida	Nitnat Xing @ Haida	CMP	60	12	0.0005	0.87	N	Y
	108R		Min slope 0.5%				0.0050			
24	Kwan OF	Kwan Lake Outfall	5311 Nootka Loop	New HDPE	205	36	0.0050	51.23	N	Y

Pipe #18 goes through members' yards and will be difficult and costly to access. Blue line indicates where the pipe lies underground.



Bob Hoffer proposed an alternative solution in routing the water differently and utilizing common area property along Skeena Way and Quinalt rights of way. The yellow line represents the proposed alternative route.





Northwest Surveying & GPS, Inc.

LAND SURVEYING & GLOBAL POSITIONING SERVICES

407 5th Street, Lynden, WA 98264

Phone: 360-354-1950, Fax: 360-354-7644, Email: jeromy@nwsurvey.com

Birch Bay Village Community Club

8055 Cowichan Road
Blaine, WA 98230

c/o: David Franklin

Phone: 360-371-7744

Email: david@bbvcc.com

02-04-2026: Estimate for surveying, mapping and related services: Topographic Survey of the BBV Stormwater Culvert Replacement Areas & Rogers Slough (as shown in aerial depiction sent in email dated 1/15/26).

My estimate for the above services is no less than **\$13,500.00** and not to exceed **\$14,000.00** and includes the following:

DATUM

Unless impractical or cost prohibitive, all projects shall be on current datums. If it becomes impractical to locate a project on one of the following datums, contact the client prior to execution of the survey work.

- NAVD 88
- NAD 83

UTILITIES

- All existing utilities within the R-O-W. **Client or Consultant responsible for calling in locates prior to our fieldwork (if needed).**

Water

- Waterlines and water-related appurtenances (i.e. fire hydrants, water meters, services, etc.) shall be located adjacent to the entire project and the water main survey shall be extended to the first adjacent valve outside of the project boundary.
- All valve can lids and top of valve nut shall be located and surveyed.

Sewer

- Sewer mains and sewer-related structures (i.e. cleanouts, services, etc.) shall be located adjacent to the entire project and shall be extended to the first adjacent structure outside of the project boundary.
- All sewer structures rims and inverts shall be located and surveyed.

Storm

- Storm mains and storm-related structures (i.e. cleanouts, services, etc.) shall be located adjacent to the entire project and shall be extended to the first adjacent structure outside of the project boundary.
- All storm structures, rims and inverts shall be located and surveyed.
- Culvert inlet/outlet sizes, locations and elevations.
- Locate and survey all surface drainages (i.e. ditches, swales, etc.)

Dry (electric, gas, etc.)

- Locate all utility poles, vaults, hand holes, junction boxes, etc. visible at grade.
- Survey all utility locates.

Wetlands

- *Locate wetland flags adjacent to project area.*

Onsite Improvements & Conditions

- Locate existing conditions to generate 1' contours.
- Survey all structures and improvements inside of topo area (i.e. Buildings, driveways, sidewalks, fences, retaining walls, power poles, light poles, utility poles, etc.)
- Gathering existing conditions of roadways inside of project scope area.
- Topographic features of note:
 - Creek cross sections 150' upstream & downstream of culverts (where possible). Cross sections shall feature tops and bottoms of banks, thalweg, water surface, and side slopes.
 - Relevant channel features such as riffles, steps, pools, rocky outcrops.

Mapping

- Preparing a Topographic Map in AutoCAD.
- Boundary, ROW and easements (per the plat) to be depicted on map. *No boundary monuments to be set at this time.*
- NWS can research public records for additional easements for the impacted lots. If all easements of record are required for each impacted lot, NWS can order Plat Certificates for each lot @ **\$380.00 per certificate. \$4,000.00-\$6,000.00.**

We can begin the Culvert Replacement Project within 2-3 weeks and the Rogers Slough Project within 5-6 weeks after receiving approval to proceed.

Thanks for considering **Northwest Surveying & GPS** for this project. If you have any questions, please feel free to call me anytime @ 354-1950.

Sincerely,

Kevin Berner



REQUEST FOR AUTHORIZATION FOR EXPENDITURE
February 18, 2026

Asphalt Paving – Lakeside Industries, Bellingham WA. (\$784,386)

Birch Bay Village Community Club is responsible for maintaining approximately 13 miles of private roads on behalf of the membership. Although there have been many repairs, sealing projects and thin overlays through the years, most of the roads are now in need of or approaching full removal by grinding and then overlay with new asphalt.

FY 2026 Capital Reserve Fund – Roads & Drainage	
Available General Cash Reserves	\$1,817,218
Repair, Paving, Gravel Parking Lots	699,943
Contingency (3%)	21,000
Subtotal	720,943
Sales Tax	63,443
Total Authorization	784,386
Ending Cash Balance	\$1,032,832

BBVCC had a pavement assessment done in late 2023 that determined the condition of all pavement throughout the Village and outlined a replacement plan. The plan began the repairs and paving in 2024 and extends out to approximately 2033, when all roads will have been paved. The current plan is to complete portions of the paving every other year. In 2024, there were (50) subgrade issues throughout the Village that were repaired along with grading, overlay or replacement of portions of the roads at the main gate area, majority of lower Salish Road, all of Quinault Road, Upper Nakat Way and Chinook Way.

The proposed 2026 schedule includes 1 ½” overlay and full 2 ½” overlays at:

- Sehome Road and Sehome Court
- Coquitlam Drive
- Coquitlam Place
- Chehalis Road and Chehalis Place
- Cowichan Road from Sehome Road to the boat launch area
- Nitinat Way and Haida Way from Nitinat Way east and back to Cowichan Road
- Scope includes hauling majority of the grindings offsite, but retain some of the grindings to apply to the BBVCC parking lots where needed or necessary

The request for proposal went out to three local asphalt paving companies, Asphalt NW, Lakeside Industries, and WRS.

Cost Comparison (Including Sales Tax at 8.8%)

Contractor	Base Bid	Sales Tax (8.8%)	Total Estimated Cost
Lakeside Industries	\$699,942.50*	\$61,595 (est.)	\$761,537 (est.)
WRS	Higher than Lakeside (limited scope detail provided)	TBD	TBD



Contractor	Base Bid	Sales Tax (8.8%)	Total Estimated Cost
Asphalt Northwest, LLC	\$738,240.00	\$64,965.12	\$803,205.12

*Lakeside base includes Base Bid plus identified T&M subgrade allowance, final amount subject to actual quantities

Scope Comparison Summary

Scope Element	Lakeside Industries	WRS	Asphalt Northwest
Full-depth milling (2.5")	✓ Included	Partial / unclear	✓ Included
Overlay & full repaving	✓ Included	✓ Included	✓ Included
Edge taper grinding (cul-de-sacs)	✓ Included (value-engineered)	✗ Not specified	✗ Not specified
Traffic control	✓ Included	✗ Not clearly included	✗ Not included
Manhole adjustments	✓ Included	✗ Not specified	✗ Not included
Joint sealing / tack coat	✓ Included	✗ Not specified	✗ Not specified
Final sweeping	✓ Included	✗ Not specified	✗ Not specified
Detailed schedule & phasing	✓ Included	Limited	Limited
Relevant local experience	✓ Extensive	Moderate	Moderate

Staff Evaluation

- **Lakeside Industries** provides the **most complete scope**, including traffic control, utility adjustments, joint sealing, and final sweeping, reducing the risk of change orders.
- Lakeside's **value-engineered approach** for cul-de-sacs preserves structural integrity while reducing unnecessary milling.
- While **Asphalt Northwest** submitted a competitive proposal, several critical items are excluded and would likely result in additional costs.
- **WRS** did not clearly include several key scope elements necessary for a full comparison and would require clarification and potential add-ons.

Staff Recommendation

Based on total cost, completeness of scope, risk reduction, and demonstrated experience with similar projects, **staff recommends approval of the Lakeside Industries proposal.**



Recommended Motion

Motion:

I move that the Birch Bay Village Community Club Board of Directors approve an expense authorization and authorize the General Manager to enter into a contract with **Lakeside Industries** for the 2026 Asphalt Paving Project in an amount not to exceed **\$784,386 including a 3% contingency and applicable sales tax**, to be paid from the **Roads and Drainage Reserve Fund**, subject to final quantities and standard contract terms.



Bellingham Division
 lakesideindustries.com
 703 East Laurel Rd / Bellingham, WA 98226
 ph: 360.398.1427 / fax: 360.398.8361
 Washington Contractor License No. LAKESI*274JD
 Oregon Contactor License No. CCB 108542
 Equal Opportunity Employer

PROPOSAL CONTRACT AGREEMENT

To:	Birch Bay Village Community Club	Contact:	Bob Hoffer
Address:	8055 Cowichan Rd. Blaine, WA 98230	Phone:	
Project Name:	Birch Bay Village 2026 Asphalt Project	Bid Number:	0526KMA008
Project Location:	8055 Cowichan Rd, Blaine, WA	Bid Date:	2/13/2026
Attachments:	Lakeside Contract Provisions revised 09.02.2020.pdf		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Base Bid					
1	Mobilization	1.00	LS	\$6,500.00	\$6,500.00
2	2.5" Full Depth Milling & Disposal Offsite	242,400.00	SF	\$0.40	\$96,960.00
3	1.5"-0" Edge Taper Grind And Stockpile On-Site	26,250.00	SF	\$0.25	\$6,562.50
4	Manhole Adjustments ~1.5"	5.00	EACH	\$750.00	\$3,750.00
5	HMA Paving CL. 3/8" PG58H-22	4,250.00	TON	\$129.00	\$548,250.00
6	Traffic Control	8.00	DY	\$3,500.00	\$28,000.00
7	Site Sweeping @ Completion	1.00	LS	\$3,500.00	\$3,500.00
Total Price for above Base Bid Items:					\$693,522.50
T&M Repairs					
8	Subgrade Mobilization	1.00	LS	\$2,000.00	\$2,000.00
9	Subgrade Repair	4.00	HR	\$1,000.00	\$4,000.00
10	Waste Disposal	10.00	CY	\$16.00	\$160.00
11	CSTC Purchase	20.00	TON	\$13.00	\$260.00
Total Price for above T&M Repairs Items:					\$6,420.00

Notes:

- Force Majeure. In the event Lakeside Industries is unable to perform its obligations under the terms of this agreement due to acts of God, strikes, or any other causes reasonably beyond its control, Lakeside Industries shall not be liable for any damages resulting from such failure to perform or otherwise from such causes.
- Price Based on 1 Mobilization. Additional Mobilizations are \$6,500.00 Each.
- Price includes placement of asphalt only, all other items of work not specifically included are excluded.
- Price Excludes: Layout, Survey, or Engineering; Utility Location and/or Adjustment; Utility Patching; Traffic Control; Premium Pay for Night or Weekend Work; Herbicide; Prime Coat; Rock or Grading; Insurance Premium over Standard Insurance; Base Repair; Grinding; MTV/MTD; Cleaning Between Lifts; Tax; Permits; Bond; Testing; Sawcutting; Curbing; Concrete Protection; Crack Sealing; Seal Coat; Striping.
- Subgrades must be firm and unyielding.
- Total price to be based on actual quantity or measurement unless otherwise specified.
- Temperatures and weather on the scheduled paving day must be sufficient to allow for a minimum of 8 hours of in spec paving
- Prices are based on all paving to be completed prior to the installation of an obstructions in paving areas (overhead canopies, covers, gates, gate accessories, fences, bollards).
- Per WSDOT Standard Spec 5-04.3(13): Asphalt to be installed prior to utilities adjusted to final grade. For asphalt patching of utilities after adjustment by others, pricing will be \$300/each. Minimum Callout for Patching Utilities will be \$2,500.
- Bid based on approved contract; This proposal to be a part of all contract documents.
- Price based on current petroleum cost. Price escalation to be linked to the WSDOT asphalt binder index.
- Lakeside Industries Inc. proposed prices herein assume that Lakeside Industries Inc's work hereunder will be substantially complete on or before: October 1, 2026.
- Unless Contracting Party has signed and returned this Agreement with in thirty (30) days of the date first stated above, Lakeside Industries, Inc. proposal shall be null and void
- Performance Bond not included in bid price. If required please add 1% to total cost of bid.
- Credit card payments will be subject to an additional 2% fee.
Credit card payments will be subject to an additional 2% fee.



Bellingham Division
 lakesideindustries.com
 703 East Laurel Rd / Bellingham, WA 98226
 ph: 360.398.1427 / fax: 360.398.8361
 Washington Contractor License No. LAKESI*274JD
 Oregon Contractor License No. CCB 108542
 Equal Opportunity Employer

PROPOSAL CONTRACT AGREEMENT

To: Birch Bay Village Community Club	Contact: Bob Hoffer
Address: 8055 Cowichan Rd. Blaine, WA 98230	Phone:
	Fax:
Project Name: Birch Bay Village 2026 Asphalt Project	Bid Number: 0526KMA008
Project Location: 8055 Cowichan Rd, Blaine, WA	Bid Date: 2/13/2026
Attachments: Lakeside Contract Provisions revised 09.02.2020.pdf	

- CONTRACTING PARTY'S SIGNATURE ON ONE COPY RETURNED TO LAKESIDE INDUSTRIES INC. WILL RENDER THIS A LEGAL CONTRACT FOR THE PERFORMANCE OF THE ABOVE WORK. CONTRACTING PARTY'S SIGNATURE ALSO ACKNOWLEDGES RECEIPT OF LAKESIDE INDUSTRIES INC. NOTICE TO CUSTOMER' STATEMENT ATTACHED HERETO.
- Any third party billing software required will be fully reimbursed.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Lakeside Industries - Bellingham</p> <p>Authorized Signature: _____</p> <p>Estimator: Kyle Aamot (360) 325-3273 Kyle.Aamot@LakesideIndustries.com</p>
--	---

Scope

Milling

- Full Depth Mill @ 2.5" Depth and Haul Off-Site/Dispose.
 - ~242,400 SF
 - Includes Chehalis Rd, Sehome Rd, Coquitlam Dr, Cowichan Rd (Partial), Nitinat Way, Haida Way (Partial), Access Rd between Cowichan Rd and Haida Way
 - Crew will be working behind Mill to ensure grade stays smooth and compacted prior to paving
- Edge Taper Grind @ 1.5" Depth – 0" Depth and Haul and Stockpile On-Site
 - ~3750' x 7' wide
 - This will produce ~60 CY of material for Stockpile
 - Includes Chehalis Pl, Coquitlam Pl and Sehome Ct

Utility Adjustments

- 5 Manholes x ~1.5"
 - 2 ea. Sehome Ct.
 - 2 ea. Chehalis Pl.
 - 1 ea. Coquitlam Pl.

Asphalt Paving

- 2.5" Depth Paving - ~3,850 TN of HMA Cl. 3/8" PG58H-22
 - Includes Chehalis Rd, Sehome Rd, Coquitlam Dr, Cowichan Rd (Partial), Nitinat Way, Haida Way (Partial), Access Rd between Cowichan Rd and Haida Way
 - Includes Joint Sealing
- 1.5" Depth Paving - ~400 TN of HMA Cl. 3/8" PG58H-22
 - Includes Chehalis Pl, Coquitlam Pl and Sehome Ct
 - Includes Tack Coat
 - Includes Joint Sealing

Traffic Control

- Includes 3 Man Crew (TCS + 2 Flaggers), Truck and Signs
- 8 Shifts – 4 for Milling & Utilities, 4 for Paving



T&M Subgrade Repair

- Includes 2 Man Crew with Mini Excavator and Roller, 1 Dump Truck + Driver
- To be billed @ 4 hr. minimum, per mobilization and any material needed/dump fee per unit rate.
- Typical Repair includes 12" removal, and replace with CSTC
 - Needs to be evaluated once exposed – Could require subgrade fabric

Final Sweep

- Includes Sweeping of all Roads utilized during construction

Schedule

Total Scheduled Days – 4

- 4 Days to Mill and Adjust Utilities
- 4 Days to Pave
- All other work will happen in same time as the above scopes
- This will be scheduled in with mutually acceptable schedule the summer of 2026

Value Engineering

Cost Savings & Additional Structure in Cul-de-Sacs

- This proposal includes the reduction of the 1.5" complete mill in Includes Chehalis Pl, Coquitlam Pl and Sehome Ct and replaces it with an Edge Taper Grind of 1.5" at the Edge and 0" 7' from edge.
- Cost Savings: This will save milling equipment and labor time, as well as haul off of this material
- Structural Significance: During the initial site investigation, it was determined that these 3 locations we re not in terrible shape, this will utilize the majority of the existing asphalt as a base, and overlay with 1.5" of Asphalt increasing the structural depth of the road.
- This will create a small quarter crown in these locations.



Relevant Experience

2023 - Birch Bay Drive Pavement Rehabilitation

Whatcom County Public Works

Eric Vavra

360 778-6210

\$1,966,931.50

Planing, Paving, Traffic Control

2025 - Truck Service-Lynden Door

JD Bargaen

Dave Hiebert

360 354-5676

\$264,000.00

Grading, Paving

2023 - King Mountain

RAM Construction

Josh Erholm

360 961-0460

\$247,394.00

Paving

GENERAL PROVISIONS

1. **DEFINITIONS.** As used herein, (i) "Contractor" shall mean Asphalt Northwest, LLC., or any division thereof, (ii) "Contracting Party" shall mean the person or entity purchasing materials and/or services as set forth on the front page hereof and pursuant to these General Provisions; and (iii) "Agreement" shall mean the contract formed between Contractor and Contracting Party by Contracting Party's acceptance of those terms and conditions set forth on the front page hereof and these General Provisions.
2. **ACCEPTANCE.** Unless Contracting Party has signed and returned this Agreement to Contractor within thirty (30) days of the date first stated on the front page hereof, Contractor's proposal shall be null and void. Any revisions, changes, or modifications made or suggested to the proposal, or in other writing issued by Contracting Party for purposes of accepting the proposal set forth herein, shall be null and void and shall not become a part of the Agreement unless agreed upon in writing by Contractor and Contracting Party.
3. **COST ESCALATION FOR ASPHALT.** Contractor's proposal herein is based upon local vendor posted prices for liquid asphalt as of the date of Contractor's proposal. In the event the actual prices at time the work is performed exceed such posted prices, the Contracted Price shall be equitably adjusted by a change order to reflect such increase. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.
4. **CREDIT VERIFICATION.** This Agreement is subject to Contractor's verification of Contracting Party's credit and Contractor's determination that such credit is adequate or satisfactory to Contractor. Contractor reserves the right to withdraw its proposal should Contractor reasonably determine that such credit verification is unsatisfactory or inadequate.
5. **TERMS OF PAYMENT.** Unless otherwise provided for herein, payment shall be due to Contractor within ten (10) days of the date of any invoice issued by Contractor to Contracting Party. Interest shall accrue on all overdue invoices at the rate of one and a half percent (1.5%) per month (eighteen percent (18.00%) per annum) or the highest rate allowed by law, whichever is lower.
6. **SCHEDULE.** This Agreement is subject to Contractor's review and approval of the Contracting Party's schedule. Contracting Party shall coordinate with any other contractors and subcontractors work to prevent any delay or interference with Contractor's work.
7. **CHANGES.** Contracting Party may, without invalidating this Contract, order extra work, orally or in writing, or make changes by altering, adding to, or deducting from the work, and the Contract Price and Contract Time shall be adjusted Accordingly. All such work shall be executed under the conditions hereof. Contractor may require a written change order prior to proceeding with the work, or may proceed with the work and thereafter prepare a change order documenting the change in the Contract Price or Contract Time. If additional work has been accepted by Contracting Party; payment shall be made to Contractor with the next regular payment as provided herein. In case of any dispute over the adjustment of the Contract Price or Contract Time. Contractor shall proceed with the Work so long as the Contracting Party timely pays Contractor all undisputed amounts, plus fifty (50%) of the disputed amount, and provides a detailed written explanation of the reason for the dispute, and as such, the dispute shall be resolved in accordance with the procedures set forth herein.
8. **PROPERTY LINES.** Contracting Party warrants that Contracting Party knows the actual location of all legal property lines and that, prior to commencement of work hereunder. Contracting Party shall place stakes clearly indicating such property lines.
9. **PERMITS.** Any permit that must be secured prior to commencement of the work here under shall be secured and paid for by Contracting Party.
10. **DELAYS.** If Contractor is delayed at any time in the commencement or progress of the work by: Contracting Party, any employees or agent of Contracting Party, any separate contractor employed by Contracting Party, changes ordered in the work by Contracting Party, labor disputes, fire abnormal adverse weather conditions, force majeure, unusual delay in transportation of materials, labor shortages or unavailability, action or inaction of public authorities not arising out of fault of Contractor, casualties, or any other caused beyond Contractor's reasonable control, then the Contract Time shall be extended and the Contract Price shall be increased by change order for a period of time and in an amount reasonably necessary to alleviate the effect of such events on Contractor. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.
11. **HAZARDOUS SUBSTANCES.** Contracting Party agrees to indemnify, defend and hold harmless Contractor and its employees and subcontractors from liability related to the existence of hazardous substances at the project site, unless such liability results directly from hazardous substances brought on to the project site by Contractor or its subcontractors, or arises from hazardous substances brought on to the project site by Contractor or its subcontractors, or arises out of the negligence or wrongful act of Contractor or its subcontractors. If Contractor encounters a substance on the project site which Contractor believes is a hazardous substance, Contractor shall immediately notify Contracting Party and shall cease work, in whole or in part, and any delays (and costs arising therefrom) shall be Contracting Party's responsibility.
12. **TERMINATION FOR CAUSE.** In the event that Contracting Party fails to timely pay for the work, Contractor shall be entitled to exercise any remedy provided by law or this Agreement, including, without limitation (i) cessation of further work until payment has been made and Contractor Party provides adequate assurances of future performance; (ii) termination of this Agreement; (iii) a lawsuit for monies owed; and (iv) foreclosure of a lien against the property on which the work was performed. All of these remedies shall be cumulative and in addition to any other remedies provided by law or equity. If the Contractor defaults, or neglects to carry out the work in accordance with this Agreement, Contracting Party shall provide thirty (30) working days' written notice of the default with an opportunity to cure. If Contractor fails to timely correct said default, or fails to commence and continue correction of such default with diligence and promptness, Contracting Party may terminate this Agreement in writing.
13. **INDEMNITY.** Contractor shall indemnify and hold harmless Contracting Party from and against claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the work hereunder; provided, however, that such claim, damage, loss, or expense is attributable to bodily injury; sickness, disease, or death, or to injury to or destruction of tangible property; but only to the extent caused by negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Contracting Party shall indemnify and hold harmless Contractor from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, to the extent caused by negligent acts of omissions of Contracting Party or anyone directly or indirectly employed by it, or anyone for whose acts it may be liable.

14. **WARRANTIES.** The Contractor warrants to the Contracting Party that materials furnished under the Agreement will be of good quality and new (unless otherwise required or permitted by the Agreement), that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Agreement. This warranty shall extend for a period of one (1) year from the date of substantial completion of the work or the use of the project by the Contracting Party; whichever occurs first. Except as otherwise provided herein, Contractor makes no warranties or representations of any kind, express or implied (including no warranty of merchantability or fitness for a particular purpose), and none shall be implied by law. The warranty shall not apply to any damage or loss to the work occasioned by Contracting Party's failure to perform ordinary and reasonable maintenance during the warranty period and/or any written notice of defects received after the one (1)-year period. Contracting Party agrees that oral agreements, statements, and representations made by Contractor and its employees or agents shall not constitute a warranty of any kind.
15. **TIME LIMITATIONS ON CLAIMS.** Any actions arising out of or related to Contractor's performance of the work, including any action arising under the Agreement, must be commenced with one (1) year after substantial completion of Contractor's work hereunder, and no such action may be maintained which is not commenced within such one (1)-year period.
16. **LIMITATION OF LIABILITY.** Contractor's sole liability and Contracting Party's sole and exclusive remedy for any and all damages (whether special, direct, incidental, consequential, or other) sustained by Contracting Party or others arising from Contractor's performance of the Agreement shall be limited to correcting defective work. In no event shall Contractor be liable to Contracting Party or any third party for more than the amount of Contractor's proposal, or for any delay damages or other consequential damages of any kind or nature. Under no circumstances shall Contractor be liable for (i) damage to or breakage of underground pipes, conduits, or utilities; (ii) damage to the completed pavement surface due to the action of petroleum-product spillage; (iv) subgrade failure or utility ditch failure; or (v) growth of horsetail weeds, morning glories, deep-rooted ferns, or perennials subsequent to the application of soil sterilization (weed killer) that have not reached maturity prior to such application. Any soil sterilization provided for in the Agreement shall be applied at the rate specified by the manufacturer thereof. Notwithstanding any other provision of this Agreement, Contractor shall not be liable to Contracting Party for any consequential damages incurred due to the fault of Contractor, its agents, employees, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
17. **ARBITRATION/ATTORNEYS' FEES.** At the Contractor's sole option, all claims, disputes, and other matters in question between Contractor and Contracting Party arising out of or relating to this Agreement shall be decided by arbitration before a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or by an arbitrator mutually agreed upon by the parties. If Contractor elects to arbitrate any such dispute, Contractor and Contracting Party 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 Contractor does not select Arbitration as the means of dispute resolution, all claims, disputes, and other matters in question between Contractor and Contracting Party arising out of, or relating to, this Agreement shall be decided by an action filed exclusively in the Superior Court of Whatcom County, Washington, regardless of where the Project was located. The substantially prevailing party in any arbitration or litigation shall be entitled to an award of its attorneys' fees, costs, and expert fees incurred. The parties expressly waive their rights to a jury trial.
18. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
19. **SEVERABILITY.** In the event that any paragraph, part, term, or condition of this Agreement is construed or held to be void, invalid, or unenforceable by an arbitrator or court of competent jurisdiction, the remaining paragraphs, parts, terms and conditions of the Agreement shall not be affected and shall remain in full force and effect.
20. **VOLUNTARY CONTRACT.** Each of the parties to this Agreement has carefully and fully read and understands the terms and conditions hereof, has had full opportunity to consult with legal counsel regarding its meaning and effect, and is entering into this Agreement freely and voluntarily through a representative who is fully authorized and empowered to sign on its behalf.
21. **ENTIRE AGREEMENT.** Contracting Party and Contractor intend that the proposal, those terms and conditions on the front of the page hereof, these General Provisions shall constitute the final, complete, and exclusive Agreement between the parties. This Agreement supersedes all other prior or contemporaneous agreements, representations, understandings, and promises, oral and/or written, by or between the parties, with respect to the subject matter hereof. Contracting Party further acknowledges and agrees that in entering into this Agreement, Contracting Party has not and is not relying upon any contemporaneous agreements, representations, understandings, and promises, oral and/or written made by Contractor. No course of dealings between the parties shall be relevant or admissible to explain, supplement, or vary the terms of this Agreement. No amendment or modification of this Agreement shall be effective or binding upon the parties unless made in writing and executed by Contracting Party and Contractor.

State of Washington
NOTICE TO CUSTOMER

This contractor is registered with the State of Washington, Registration No. ASPHANL773JP Asphalt Northwest, LLC has posted with the state a bond or deposit of \$12,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is 04/17/27.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

Signature of Customer _____



Western Refinery Services, Inc. (WRS)
2380 Grandview Rd.
Ferndale, WA 98248

Birch Bay Village 2026 Asphalt Project

Quote to: Birch Bay Village
8055 Cowichan Rd. Blaine, WA 98230

Thank you for inviting WRS to bid on the Birch Bay Village 2026 Asphalt Project. Please accept the attached WRS quote. Listed below is additional information and clarifications that we would like to present:

Inclusions:

- WRS will primarily utilize a new Wirtgen 210 or equivalent milling machine for the grinding operation on this project. This highway class milling machine possesses cutting edge technology and is equipped 84" wide drum which eliminates quarter crowns and unnecessary passes associated with using the smaller 40" grinders. This will produce a smooth ground surface, which will ultimately produce a smooth paving surface.
- WRS will provide a detailed schedule and Grinding/Paving plan prior to the start of this project, so that everyone is aware of the timelines of impacted areas.
- Similar to the 2024 paving project, WRS will dedicate a "Jobsite Coordinator" who's primary role will be to communicate with Village homeowners about areas affected by each phase of work. This will include placing doorstep notifications with the Coordinator's contact information, so homeowners/tenants can contact the Coordinator directly should they have any questions or concerns throughout construction.
- As requested, WRS will provide full MUTCD Compliant Traffic Control along with a full-time Traffic Control Supervisor on site at all times during construction, and a complimentary sweeping of ALL roadways within the Village with our Roadway Sweeper upon completion of the project.

Clarifications & Notes:

- If all goes according to plan, we anticipate this project to be 12 working days from start to finish. We have blocked out a window of work for this project beginning Monday June 8th so long as all contract documents are in place and BBV agrees to the starting date. WRS can be flexible with this start date depending on BBV's needs.
- WRS is thankful for having successfully completed the Birch Bay Village 2024 Asphalt Project. We would truly appreciate the opportunity to provide another successful paving project for BBV in 2026.

Requests:

- WRS requests that Birch Bay Village provide a high volume water source during construction. Typically, with permission from the water district, a meter can be installed on a hydrant.
- It appears that many of the survey Monuments within the roadways have been covered and/or are below grade (in a hole) due to the previous overlays performed on the roads. WRS recommends that Birch Bay Village have a surveying company come out to identify/tie out the existing survey monuments/markers to avoid damage while grinding and paving.

A blue ink signature of Ryan Likkel, the President of WRS, written over a horizontal line.

Ryan Likkel, President

May 8, 2024



2380 Grandview Rd. | Ferndale, WA 98248
 Office: (360)366-3303 | Cell: (360)815-7053 | Fax: (360)366-3304
 LICENSE #WESTERS101JS

**PROPOSAL/CONTRACT AGREEMENT
 WASHINGTON**

February 12, 2026

Contracting Party:

Location & Project Name:

Birch Bay Village	2026 Asphalt Project
8201 Cowichan Road	
Blaine, WA 98230	
Phone: Bobby Hoffer (360)201-9933	Email: Bob@bbvcc.com

APPROXIMATE QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		Asphalt Paving per RFP and Map Outline		
41,200	SF	Grind and Overlay: Chehalis Pl, Coquitlam Pl, Sehome Ct - Edge grind entire roadway at 1.5" - Clean, prep, and apply CSS-1 Tack coat - Pave with 1.5" of WSDOT 3/8" HMA - Raise Utilities to grade as needed - Seal Joints	\$2.30 Per SF	\$94,760.00
242,400	SF	Grind and Repave: Remainder of roadways on RFP Map - Grind entire roadway at 2.5" - Clean, prep and apply CSS-1 Tack coat - Pave with 2.5" of WSDOT 3/8" HMA - Raise Utilities to grade as needed - Seal Joints	\$2.70 Per SF	\$654,480.00
		Project includes: - Wirtgen 210 or equivalent Milling Machine - Detailed Grinding/Paving Plan - Full-Time "Jobsite Coordinator" for Homeowner Communication - MUTCD Traffic Control with full-time TCS - Full Street sweeping of entire BBV Roadways upon completion		
		T&M Rate for Subgrade Repair: \$400 per Hour - Millings can be used for Subgrade repair at no charge - Additional material will be the cost to WRS plus 20%		

APPROXIMATE TOTAL:

\$749,240.00



A 2.5% convenience fee will apply on all credit card payments

(Plus sales tax where applicable)
 Total price to be based on actual quantity or measurement unless otherwise specified.

Exclusions Include: Curbing, utility patching, utility adjustments, testing, saw cutting, striping, and engineering.

Notes:	
---------------	--

WRS' proposed prices herein assume that WRS' work hereunder will be complete on or before:
Unless Contracting Party has signed and returned this agreement within thirty (30) calendar days of the date first stated above, WRS' proposal shall be null and void. This proposal is subject to the General Conditions on Page 2.

Contracting Party's signature on one copy returned to WRS will render this a legal contract for the performance of the above work. Contracting Party's signature also acknowledges receipt of WRS' Notice to Customer statement attached as Page 3.

Approved by Contracting Party:

Western Refinery Services, Inc.

By:

Tom Carroll | Asphalt Superintendent | tom.carroll@wrsweb.com

Date:

How Did You Hear About WRS?

GENERAL PROVISIONS

1. **DEFINITIONS.** As used herein, (i) "Contractor" shall mean Western Refinery Services, Inc., or any division thereof; (ii) "Contracting Party" shall mean the person or entity purchasing materials and/or services as set forth on the front page hereof and pursuant to these General Provisions; and (iii) "Agreement" shall mean the contract formed between Contractor and Contracting Party by Contracting Party's acceptance of those terms and conditions set forth on the front page hereof and these General Provisions.

2. **ACCEPTANCE.** Unless Contracting Party has signed and returned this Agreement to Contractor within thirty (30) calendar days of the date first stated on the front page hereof, Contractor's proposal shall be null and void. Any revisions, changes, or modifications made or suggested to the proposal, or in other writing issued by Contracting Party for purposes of accepting the proposal set forth herein, shall be null and void and shall not become a part of the Agreement unless agreed upon in writing by Contractor and Contracting Party.

3. **COST ESCALATION FOR ASPHALT.** Contractor's proposal herein is based upon local vendor posted prices for liquid asphalt as of the date of Contractor's proposal. In the event the actual prices at time the work is performed exceed such posted prices, the Contract Price shall be equitably adjusted by a change order to reflect such increase. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

4. **CREDIT VERIFICATION.** This Agreement is subject to Contractor's verification of Contracting Party's credit and Contractor's determination that such credit is adequate or satisfactory to Contractor. Contractor reserves the right to withdraw its proposal should Contractor reasonably determine that such credit verification is unsatisfactory or inadequate.

5. **TERMS OF PAYMENT.** Unless otherwise provided for herein, payment shall be due to Contractor within ten (10) days of the date of any invoice issued by Contractor to Contracting Party. Interest shall accrue on all overdue invoices at the rate of one and a half percent (1.5%) per month (eighteen percent (18.00%) per annum) or the highest rate allowed by law, whichever is lower.

6. **SCHEDULE.** This Agreement is subject to Contractor's review and approval of the Contracting Party's schedule. Contracting Party shall coordinate with any other contractors and subcontractors' work to prevent any delay or interference with Contractor's work.

7. **CHANGES.** Contracting Party may, without invalidating this Contract, order extra work, orally or in writing, or make changes by altering, adding to, or deducting from the work, and the Contract Price and Contract Time shall be adjusted accordingly. All such work shall be executed under the conditions hereof. Contractor may require a written change order prior to proceeding with the work, or may proceed with the work and thereafter prepare a change order documenting the change in the Contract Price or Contract Time. If additional work has been accepted by Contracting Party, payment shall be made to Contractor with the next regular payment as provided herein. In case of any dispute over the adjustment of the Contract Price or Contract Time, Contractor shall proceed with the Work so long as the Contracting Party timely pays Contractor all undisputed amounts, plus fifty percent (50%) of the disputed amount, and provides a detailed written explanation of the reason for the dispute, and as such, the dispute shall be resolved in accordance with the procedures set forth herein.

8. **PROPERTY LINES.** Contracting Party warrants that Contracting Party knows the actual location of all legal property lines and that, prior to commencement of work hereunder, Contracting Party shall place stakes clearly indicating such property lines.

9. **PERMITS.** Any permits that must be secured prior to commencement of the work hereunder shall be secured and paid for by Contracting Party.

10. **DELAYS.** If Contractor is delayed at any time in the commencement or progress of the work by: Contracting Party, any employee or agent of Contracting Party, any separate contractor employed by Contracting Party, changes ordered in the work by Contracting Party, labor disputes, fire, abnormal adverse weather conditions, force majeure, unusual delay in transportation or materials, labor shortages or unavailability, action or inaction of public authorities not arising out of fault of Contractor, casualties, or any other causes beyond Contractor's reasonable control, then the Contract Time shall be extended and the Contract Price shall be increased by change order for a period of time and in an amount reasonably necessary to alleviate the effect of such events on Contractor. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

11. **HAZARDOUS SUBSTANCES.** Contracting Party agrees to indemnify, defend, and hold harmless Contractor and its employees and subcontractors from liability related to the existence of hazardous substances at the project site, unless such liability results directly from hazardous substances brought on to the project site by Contractor or its subcontractors, or arises out of the negligence or wrongful act of Contractor or its subcontractors. If Contractor encounters a substance on the project site which Contractor believes is a hazardous substance, Contractor shall immediately notify Contracting Party and shall cease work, in whole or in part, and any delays (and costs arising therefrom) shall be Contracting Party's responsibility.

12. **TERMINATION FOR CAUSE.** In the event that Contracting Party fails to timely pay for the work, Contractor shall be entitled to exercise any remedy provided by law or this Agreement, including, without limitation (i) cessation of further work until payment has been made and Contractor Party provides adequate assurances of future performance; (ii) termination of this Agreement; (iii) a lawsuit for monies owed, and (iv) foreclosure of a lien against the property on which the work was performed. All of these remedies shall be cumulative and in addition to any other remedies provided by law or equity. If the Contractor defaults, or neglects to carry out the work in accordance with this Agreement, Contracting Party shall provide thirty (30) working days' written notice of the default with an opportunity to cure. If Contractor fails to timely correct said default, or fails to commence and continue correction of such default with diligence and promptness, Contracting Party may terminate this Agreement in writing.

13. **INDEMNITY.** Contractor shall indemnify and hold harmless Contracting Party from and against claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the work hereunder, provided, however, that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Contracting Party shall indemnify and hold harmless Contractor from and against claims, damages, losses, and expenses, including, but not limited to attorneys' fees, to the extent caused by negligent acts or omissions of Contracting Party or anyone directly or indirectly employed by it, or anyone for whose acts it may be liable.

14. **WARRANTIES.** The Contractor warrants to the Contracting Party that materials furnished under the Agreement will be of good quality and new (unless otherwise required or permitted by the Agreement), that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Agreement. This warranty shall extend for a period of one (1) year from the date of substantial completion of the work or the use of the project by the Contracting Party, whichever occurs first. Except as otherwise provided herein, Contractor makes no warranties or representations of any kind, express or implied (including no warranty of merchantability or fitness for a particular purpose), and none shall be implied by law. The warranty shall not apply to any damage or loss to the work occasioned by Contracting Party's failure to perform ordinary and reasonable maintenance during the warranty period and/or any written notice of defects received after the one (1)-year period. Contracting Party agrees that oral agreements, statements, and representations made by Contractor and its employees or agents shall not constitute a warranty of any kind.

15. **TIME LIMITATIONS ON CLAIMS.** Any actions arising out of or related to Contractor's performance of the work, including any action arising under the Agreement, must be commenced within one (1) year after substantial completion of Contractor's work hereunder, and no such action may be maintained which is not commenced within such one (1)-year period.

16. **LIMITATION OF LIABILITY.** Contractor's sole liability and Contracting Party's sole and exclusive remedy for any and all damages (whether special, direct, incidental, consequential, or other) sustained by Contracting Party or others arising from Contractor's performance of the Agreement shall be limited to correcting defective work. In no event shall Contractor be liable to Contracting Party or any third party for more than the amount of Contractor's proposal, or for any delay damages or other consequential damages of any kind or nature. Under no circumstances shall Contractor be liable for (i) damage to or breakage of underground pipes, conduits, or utilities; (ii) damage to approaches (including sidewalks) from the street to the property line; (iii) damage to the completed pavement surface due to the action of petroleum-product spillage; (iv) subgrade failure or utility ditch failure; or (v) growth of horsetail weeds, morning glories, deep-rooted ferns, or perennials subsequent to the application of soil sterilization (weed killer) that have not reached maturity prior to such application. Any soil sterilization provided for in the Agreement shall be applied at the rate specified by the manufacturer thereof. Notwithstanding any other provision of this Agreement, Contractor shall not be liable to Contracting Party for any consequential damages incurred due to the fault of Contractor, its agents, employees, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

17. **ARBITRATION/ATTORNEYS' FEES.** At the Contractor's sole option, all claims, disputes, and other matters in question between Contractor and Contracting Party arising out of or relating to this Agreement shall be decided by arbitration before a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or by an arbitrator mutually agreed upon by the parties. If Contractor elects to arbitrate any such dispute, Contractor and Contracting Party 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 Contractor does not select Arbitration as the means of dispute resolution, all claims, disputes, and other matters in question between Contractor and Contracting Party arising out of, or relating to, this Agreement shall be decided by an action filed exclusively in the Superior Court of Whatcom County, Washington, regardless of where the Project was located. The substantially prevailing party in any arbitration or litigation shall be entitled to an award of its attorneys' fees, costs, and expert fees incurred. The parties expressly waive their rights to a jury trial.

18. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. **SEVERABILITY.** In the event that any paragraph, part, term, or condition of this Agreement is construed or held to be void, invalid, or unenforceable by an arbitrator or court of competent jurisdiction,