

Greenbank Beach and Boat Club/Homeowners Association (GBBC/HOA)

Minutes of the Monthly Meeting

Saturday, April 16, 2022

Cris Sanguino called the monthly meeting of the GBBC/HOA to order at 9:45 AM. Due to Covid considerations, the meeting was held via Zoom.

Attending were Eddie Accame, Diana Butler, Kristen Lind, Bob Monroig, Judi Moore, Cris Sanguino, and Phil Sikes.

Review of Agenda and Approval of Minutes

The agenda was approved as presented. Bob Monroig moved to approve the minutes of the March 19, 2022 meeting. The motion was seconded and passed unanimously.

CONSIDERATION OF OPEN ISSUES

Treasurer's Report—Cris

- Cris is acting as treasurer until someone else can be found. She is working with King Water to understand how the previous treasurer, Richard Loughead, did the treasurer's report during his term so that the same format can be used.
- She will submit the treasurer's report via email when it is complete and ask for an online vote of approval.
- King Water will take over most of the functions that Richard had done previously.

Treasurer's Duties—Cris

- Cris explained that in addition to serving as president of the GBBC/HOA, taking on the duties of treasurer has added a lot of work for her and is simply not sustainable. She enumerated a long list of duties she has performed recently including meetings, reports, permits taxes, invoices, purchasing supplies; working with the bank, real estate agents, and King Water; in addition to the many tasks she does with neighborhood upkeep.
- Once King Water understands what is needed to handle our finances, the treasurer's functions would just be delivering invoices, presenting the checks, making sure they get signed, and presenting the treasurer's report at the board meetings. Cris is uncomfortable being the president and handling the treasurer's duties since this is not a good practice.
- Bob moved to authorize Cris to approach People's Bank to authorize signature cards and reauthorize access. Motion was seconded and passed unanimously.
- The board discussed the variety of tasks that need to be done, and strategized how to inform the community of the various opportunities and get people to help. A volunteer page on the new website could help people to know what needs to be done and would be a way to volunteer.

Beach Report – Cris

- Bob Moore cleaned the boat ramp and will repaint the stripes on the edges.

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- Judi will make up a schedule so that we can each commit to one week of handling the care of the beach trash, etc.

Tide Gate Update/Greenbank Marsh Working Group – Bob

- Tom Skillings, the engineer we met with at the beach, suggested approaching the county again. He is willing to serve as a consultant, is knowledgeable and a good resource.

Short-term Rental Discussion – Judi

- Short-term rentals were discussed at the Joint Meeting earlier. The first reading of the resolution was done today.
- The board wants a written opinion of the resolution from our attorney. This is to include the legal definition of a short-term rental, enforcement options, and any problems he sees with the resolution.
- Cris moved that Judi do an email consult with our attorney regarding the first reading of the short-term rental resolution. The motion was seconded. The board discussed enforcement options and requested that a final draft of changes to the resolution be emailed to the board before they are presented to the attorney. The motion passed unanimously.

CONSIDERATION OF NEW BUSINESS - Member Comment

There were no member comments.

The meeting was adjourned at 10:15 AM.

Submitted by

Diana Butler, Secretary

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King Water Company

Water System Management and Services Agreement

This Agreement is made and entered into as of March 1, 2022, by and between King Water Company ("King"), a Washington company and Greenbank Beach and Boat Club, a Washington non-profit corporation, hereinafter referred to as "Customer". In consideration of the mutual covenants, agreements, and representations contained in this Agreement, the parties hereby agree as follows:

- I. Purpose. The purpose of this Agreement is to set out the intent of King and Customer to enter into a relationship whereby King provides water system management, or other services, to Customer. A description of the Customer's water system is set out in Exhibit A.
- II. Scope of Work. The work to be performed by King Water Company under this Agreement is described in Exhibit B. Work on a residential service connection beyond the water meter is not covered by this contract.
- III. Changes/Modifications to Agreement. King shall make a good faith effort to implement any changes or modifications to this Agreement that may be requested by Customer. Customer recognizes, however, that any changes or modifications to the Agreement may cause King difficulties and delays in the fulfillment of its obligations pursuant to this Agreement. King reserves the right, therefore, in its sole discretion, to refuse to incorporate such changes and modifications, or to charge Customer at the current hourly rate published for such services.
- IV. Acceptance of Work. King shall deliver its services (i) as set forth in Exhibit B and in accordance with all schedules set forth in the attached Exhibits A through C inclusive, all of which exhibits are hereby incorporated into this Agreement by this reference, and (ii) as required by Washington State Department of Health regulations ("WSDOH Regulations"). In case of any conflict between (i) and (ii) above, the WSDOH regulations shall prevail.
- V. Payment. In consideration for the services and work described above Customer shall pay to King invoiced amounts in U.S. funds in accordance with the fee schedule set forth in Exhibit C. In case of any billing dispute, and before resorting to any other legal or equitable remedy, authorized representatives of the parties shall meet or communicate with one another informally, cooperatively, in a timely fashion, and as often as necessary, in an attempt to resolve such dispute.
- VI. Termination. Effective each anniversary date, either party may terminate this Agreement for any reason in its sole discretion, via prior written notice to the other party. Such notice must be delivered to the other party no more than 180 days before, nor fewer than thirty (30) days before the next anniversary date, i.e., the date of termination. Upon termination, each party shall be fully and forever released and discharged from any and all obligations, covenants or liabilities of whatsoever kind or nature in law, or equity, or otherwise, arising out of, or in connection with, the Agreement, or any other agreements by and between King and Customer, except for any obligation or liability accrued before the date of termination.

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King Water Company – Water System Management Agreement

- VII. Agreement Period. The term of this Agreement is for a minimum period of one (1) year, which will automatically be deemed renewed unless and until terminated by either party as set out in paragraph VI above.
- VIII. Warranties and Representations. Each party hereby represents, warrants, and covenants as follows:
- Corporate Power. Each party is duly organized and validly existing under the laws of the State of Washington and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof.
 - Due Authorization. Each party is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder.
 - Binding Agreement. This Agreement is a legal and valid obligation binding upon it and enforceable with its terms. The execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
 - Compliance With Law. Each party's operations will be conducted in compliance with all applicable laws and regulations of the United States, the State of Washington, and Island County.

The representations, warranties, and covenants in this Paragraph VIII, are continuous in nature and shall be deemed to have been given by each party at the time of execution of this Agreement and at each stage of performance hereunder.

IX. Indemnification and Limitation of Liability.

- **Indemnification by King.** King shall, at its expense and at Customer's request, defend any third-party claim or action brought against Customer, or Customer's officers, directors, or employees, (i) relating to the work performed by King pursuant to this Agreement, and (ii) to the extent it is based upon a claim that, if true, would constitute a breach of a King warranty, representation, or covenant set forth in this Agreement. King shall indemnify and hold Customer harmless from any costs, damages, and fees reasonably incurred by Customer, including but not limited to attorneys' and other professional fees, that are attributable to such claims. Customer shall provide King reasonably prompt notice in writing of any such claim and provide King with reasonable information and assistance, at King's expense, to help King defend such claims.
- **Indemnification by Customer.** Customer shall, at its expense and at King's request, defend any third-party claim or action brought against King, or its officers, directors, employees, licensees, and independent contractors, (i) relating to Customer's negligent or intentional misconduct, and (ii) to the extent it is based upon a claim that, if true, would constitute a breach of a Customer warranty, representation, or covenant set forth in this Agreement. Customer shall indemnify and hold King harmless from and against any costs, damages, and fees reasonably incurred by King, including but not limited to

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attorneys' and other professional fees, that are attributable to such claims. King shall provide Customer reasonably prompt notice in writing of any such claims and provide Customer with reasonable information and assistance, at Customer's expense, to help Customer defend such claims.

- X. Applicable Law; Jurisdiction; Venue; Notice The Agreement shall be governed and construed in accordance with the laws of the State of Washington. The parties agree that Island County Superior Court in the State of Washington shall be the proper and exclusive venue for any action brought under the Agreement. Any notice required or permitted under this Agreement must be in writing, sent via United States Postal Service (USPS) certified or registered mail, postage prepaid. A notice shall be deemed delivered on the third calendar day (disregarding Sundays and legal holidays in Washington) after its deposit in an official USPS mailbox or receptacle. Additional courtesy notice via e-mail, telephone, voicemail, or other electronic form of communication, is permitted but not required and shall not be deemed to substitute for, or constitute, mailed notice as required herein.
- XI. Modifications, Amendments or Waivers. No modifications or amendments to the Agreement, and no waiver of any provisions hereof, shall be valid unless set forth in a writing signed by duly-authorized representatives of the parties.
- XII. Force Majeure. King shall not be responsible for any failure to perform due to unforeseen circumstances or due to a cause beyond King's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.
- XIII. Independent Contractor Relationship. It is the intent of the parties that King will be acting hereunder as an independent contractor retained by Customer. Nothing contained herein shall be construed to imply a joint venture, partnership, or employer and employee relationship, between the parties. Neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other except as defined in the Agreement or as mutually agreed to and consistent with the terms of the Agreement. The employees, contractors, subcontractors, or agents of one party shall not be deemed or construed to be the employees, agents, contractors, or subcontractors of the other party for any purpose whatsoever.
- XIV. Binding Effect. Subject to the limitations herein before expressed, this Agreement will inure to the benefit of, and be binding on, the parties, their successors, administrators, heirs, and permitted assigns.
- XV. Compliance/Government Approvals. King and Customer will, each at its own expense, obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings and registrations as may be necessary or advisable for the performance by such party of all of the terms and conditions of the Agreement.
- XVI. Entire Agreement; Modification; No Offer. The parties hereto agree that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be amended or otherwise modified except by a written amendment dated subsequent hereto and signed on behalf of King and Customer by their duly authorized representatives. Neither this Agreement nor any written or oral statements related hereto constitute an offer, and this Agreement shall not be legally binding until executed by both parties hereto.

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By:

Sandra Bodamer, President

King Water Company

P.O. Box 2243

Oak Harbor, WA 98277

1-360-678-5336

Date

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the two dates of execution inserted below by the parties.

KING WATER COMPANY, INC

GREENBANK BEACH AND BOAT

King Water Company Water System Management Agreement Confidential

By:

Cris Sanguin

Greenbank Beach Boat Club

P O Box 75

Greenbank, WA 98253

1-206-954-1200

[Handwritten signature] *[Handwritten signature]* 03 31 22

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King Water Company Water System Management Agreement

Exhibit B.

King Water Company

Water System Management and Services Agreement

Description of Services Provided

Financial and Administrative Services (may be subject to additional charges, see Exhibit C for current labor costs):

Dues billing services for Holmes Harbor and Greenbank Beach and Boat Club, which will include the following:

- Sending out billing statements with return envelope (\$0.98 per statement);
- Making bank deposits using pre-printed deposit forms supplied by customer.
- Preparing a full set of reports on water billing, receipts and delinquent accounts.
- Answering customer billing questions, filling out paperwork for title companies on the sale of homes, working with the board on overdue debt collection and providing such other information as may be requested.
- Go to GBBC Peoples Bank account the first week of every month and download all current checking and savings account information.
- Balance quickbooks against current bank statements, provide GBBC a quickbook report of cleared checks, and ending balances of all accounts.
- Process checks for HOA and GBBC.
- Have all checks and reports ready for the board meeting which is the third week of each month.

Water bill collection services a fee is charged for sending out each certified letter. Excessive time spent in account analysis and other activities associated with collection of balances due will be billed based on actual time expended.

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Exhibit C.

King Water Company

Water System Management and Services Agreement

Fees

For the services listed in Exhibit B, this Agreement's first year fees will be, as follows:

A monthly fee of \$139.00 for Financial and Administrative Services; the fees are due 30 days from date of billing.

Charges for water billing services will be \$25.00 per month for an annual billing and monthly reminder statements. A fee of \$15.00 is charged for sending out each certified letter and \$0.98 per water bill mailed to cover the costs of postage and stationary. Time spent in excessive account analysis and other activities associated with collection of balances due will be billed at \$85.00 per hour, based on time expended.

Labor rates and other fees will be subject to annual reviews on January 1st. Price increases from independent third parties, such a certified laboratories and suppliers, will be passed on as and when incurred.

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