



Cape George Colony Club

BOARD of TRUSTEES

2:45 p.m.

Variance Hearing

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**Study Session**

Monday, December 18, 2023

3:00 p.m.

In Person and Zoom Meeting



**Cape George Colony Club Board of Trustees  
Variance Hearing and Study Session**

Monday, December 18, 2023

**2:45 p.m., Board Hearing: Request for Variance, 30-3 S. Rhododendron – Ray Pierson**

See attached documentation.

**3:00 p.m. Study Session**

- A. Call to Order – President’s Comments and Announcements – Betsy Coddington
  - 1. The PUD water management contract proposal discussion has been postponed.
  - 2. The Board held an executive session on December 12, 2023, to discuss a personnel issue.
  - 3. A Special Meeting will be held following this Study Session to consider a motion regarding Board Items 1 and 2 below.
- B. Letters from Members – Marnie Levy
- C. Manager’s Comments and Report – Marnie Levy. See attached report.
- D. Board Items for Discussion and possible inclusion on the Agenda for Thursday’s Board Meeting. Four possible actions: 1) Place on Board Meeting Agenda as action item; 2) Place on Board Meeting Agenda as an information item; 3) Move item to next month’s Study Session Agenda; 4) No action or further discussion required.

Note: Each topic will be introduced by a Board Member or the Manager. Discussion will follow. Board Members will be called on to speak first. Members will be called on after the Board members speak.

- 1. Reserves Investment Strategy Proposal – time sensitive – Nancy Charpentier. See attached.
- 2. Revised Marina Registration Form for approval with added Trailer/Boat Parking wait list fee of \$25 – time sensitive – Mike Heckinger. See attached.
- 3. Lease contract for replacement office printer – Marnie Levy. See attached.
- 4. Proposal to hold Board Meeting via Zoom Meeting only – Betsy Coddington.
- 5. Proposed Proposal and Project Requirements Document – Bart Mooyman-Beck. See attached.

**E. Member Participation:**

NOTICE: The President will ask members present, in person and on Zoom, to come forward with questions, comments, compliments, or concerns. We encourage and wish to promote member participation with the following stipulations: Each member may speak once on any given topic until every member that wishes to speak has done so. Each member may have one rebuttal with a 2-minute time limit on the same topic. If another topic is raised the same procedure will follow. *Note: The Board of Trustees will not hear or discuss owner violations or owner account issues. They must be addressed in a separate hearing.*

Study Session agenda 12.18.2023-p-2

F. Announcements

- Thursday, December 21, 3 p.m. Board Meeting

G. Adjournment. Commence Special Meeting if required.

**CAPE GEORGE COLONY CLUB**

61 CAPE GEORGE DRIVE  
PORT TOWNSEND, WA 98368

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PHONE: (360) 385-1177  
FAX: (360) 385-3038

**Notice of Hearing on Request for  
Variance**

**Date:** Nov. 16, 2023

**Time:** 2:45 pm

**Place:** Prior to Board Meeting

**Lot Location:** 30-3 S Rhododendron Dr

**Lot Owner:** Terry Tilton

**Variance Requested:** Reduce front setback from 25' to 20'.

**Reason:** The parcel is narrow with a steep slope and on a curved portion of the road.  
Requesting to reduce front set back to accommodate house and septic plans.

The variance file is maintained in the office for community review or on our website under Pending Permits. Written responses to the variance request will be included in the Trustees Information Packet available in the office and on [www.capegeorge.org](http://www.capegeorge.org) one day prior to the hearing.



Dear CGCC HOA Building Committee,

Thank you for informing me of a letter of concern from my neighbor. We hear his concern and want to help alleviate it. We are grateful for the time and effort the Committee took to review and approve the setback to 20'. We do want to be good neighbors and communicate. Hopefully this communication will help further illustrate our need for the approved reduced setback and to demonstrate southern view considerations already taken for neighbors and the community.

In our request to reduce the front setback, the final height of the building was not a driving factor for the request. The driving factor for the 5' reduction request was trying to fit the home on the property with the previously approved and partially installed septic system. As you can see in **Drawing 1** we are 10' from the reserve septic system which is the closest allowed by county codes. It was difficult to fit even the small footprint home we have designed withing the HOA setbacks. This 5' reduction makes all the difference in fitting the home on the property. The Committee's acknowledgement of HOA processes, the County Code and the topography of lot 30 is truly appreciated.

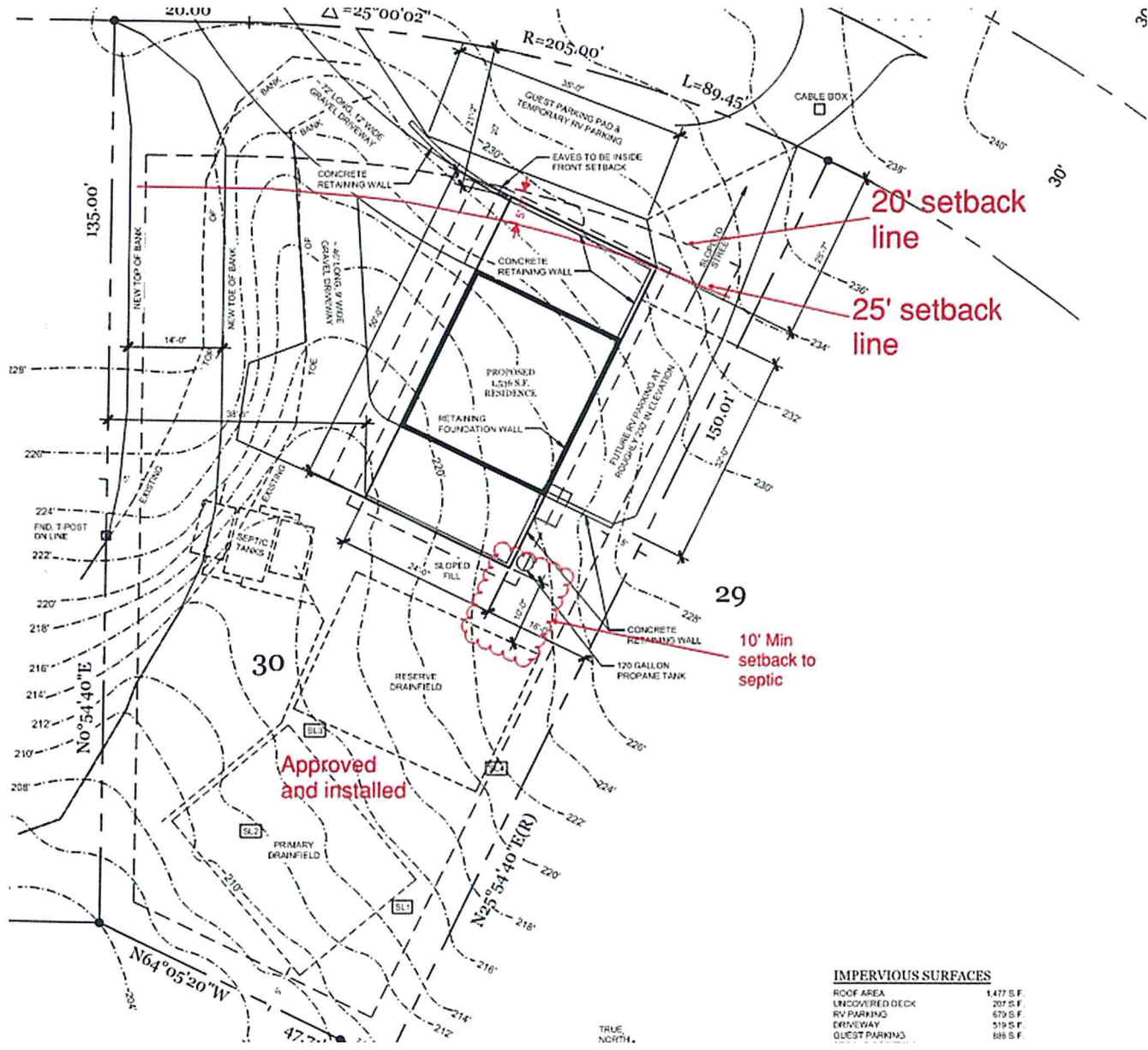
Our home's design considers both our views west and south, is placed as far east as possible to provide our living needs AND takes into consideration the southern view corridor through our property – see **Drawing 2**. With the 24' wide footprint of the home, facing your property, we were able to leave the remainder of the property as a view corridor for our neighbor. The only other option, without a 5' reduction in the setback would have been to rotate the house nearly 90 degrees which would have fully blocked any view across the property to the South, See **Drawing 3**.

Again, we greatly appreciate the CGCC HOA Building Committee's deliberations to grant the 5' reduction in the front setback to allow for our small footprint home to be placed on the property and maintain a view corridor to the South for our neighbors.

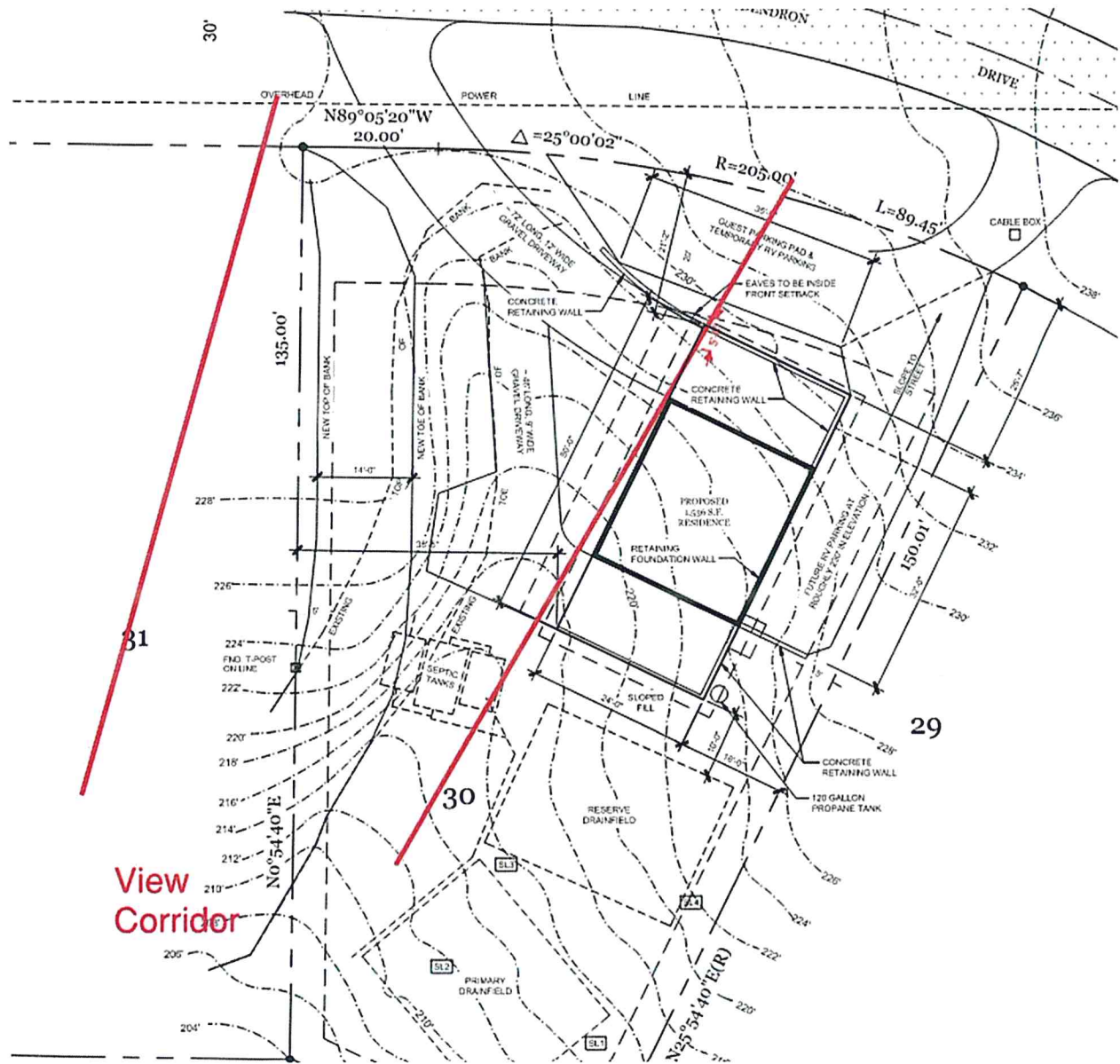
Letter submitted on behalf of Terry Tilton by Estes Builder

Wes Fetch  
Custom Home Consultant  
wes@estesbuilders.com  
360-979-7809

**Drawing 1**

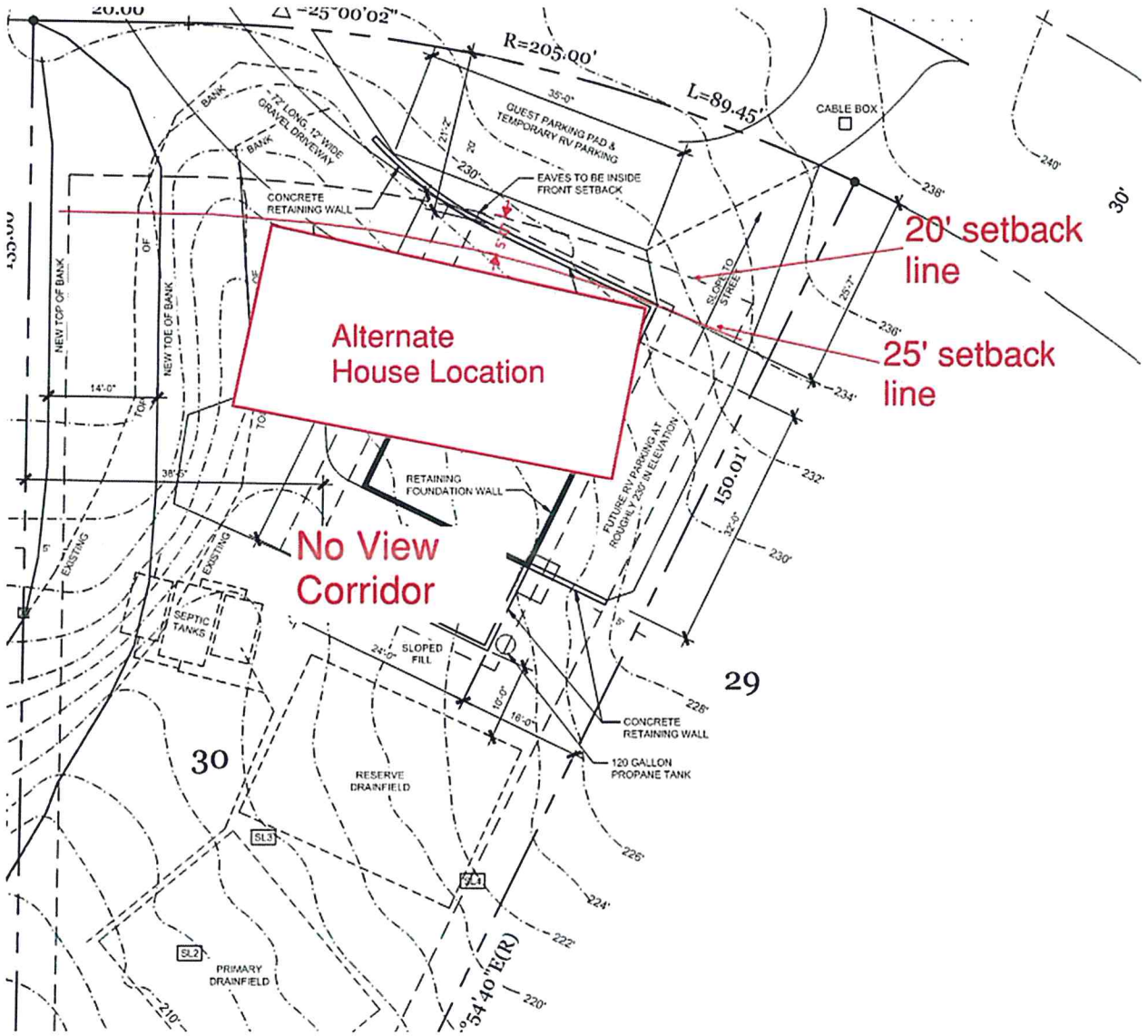


Drawing 2





Drawing 3



RECEIVED OCT - 9 2023

**CAPE GEORGE COLONY CLUB**  
 61 CAPE GEORGE DRIVE  
 PORT TOWNSEND, WA 98368

PHONE: (360) 385-1177  
 FAX: (360) 385-3038

**VARIANCE REQUEST**


|                                                                                                                                                                                               |                                           |                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------|
| Name: Terry Tilton                                                                                                                                                                            |                                           | Date: 9/28/2023         |
| Mailing Street Address:<br>6709 Linwood Ln SW                                                                                                                                                 | City:<br>Lakewood                         | State & Zip<br>WA 98499 |
| Telephone (day): Terry 253-432-3332<br>Estes Builders, Wes Fetch - 360-979-7809                                                                                                               | Telephone (evening): 253-432-3332         |                         |
| Legal Location:<br>Blk No. <u>5</u> Colony <input checked="" type="checkbox"/><br>Div No.: <u>3</u> Village <input type="checkbox"/><br>Lot No.: <u>30</u> Highlands <input type="checkbox"/> | Street Name and No.:<br>S Rhododendron Dr |                         |

Requesting variance for:  
 Home  Manufactured/Mobile Home  Addition  Outbuilding  Other

Description of Variance item:  
 Reduce front setback from 25' to 20'

1. Attach elevation sketch to scale showing lot slope, location of house and road.
2. Attach sketch of plot plan to scale showing building(s) footprint, driveway and direction of land slope.

Reason for variance: Parcel is quite narrow and a steep slope. The parcel is on a curve and the road is a significant distance from the property line. With the constriction at the South end of the property (septic location) moving 5' toward the front property line will allow the desired house to fit on the property and maintain a view.

|                                                                                                                      |                    |
|----------------------------------------------------------------------------------------------------------------------|--------------------|
| Owner's or Agent's Signature:<br> | Date:<br>9/28/2023 |
|----------------------------------------------------------------------------------------------------------------------|--------------------|

----- CLUB USE ONLY -----

|                                                                                                                                      |                                                                                                      |       |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-------|
| Your request for a variance has been reviewed and the following decision rendered at a meeting of the Board Trustees on _____ (date) |                                                                                                      |       |
| <input type="checkbox"/>                                                                                                             | Your request is hereby approved.                                                                     |       |
| <input type="checkbox"/>                                                                                                             | Your request is hereby denied for the following reason(s); see policy for variances on reverse side: |       |
| Signature:                                                                                                                           | Title:                                                                                               | Date: |

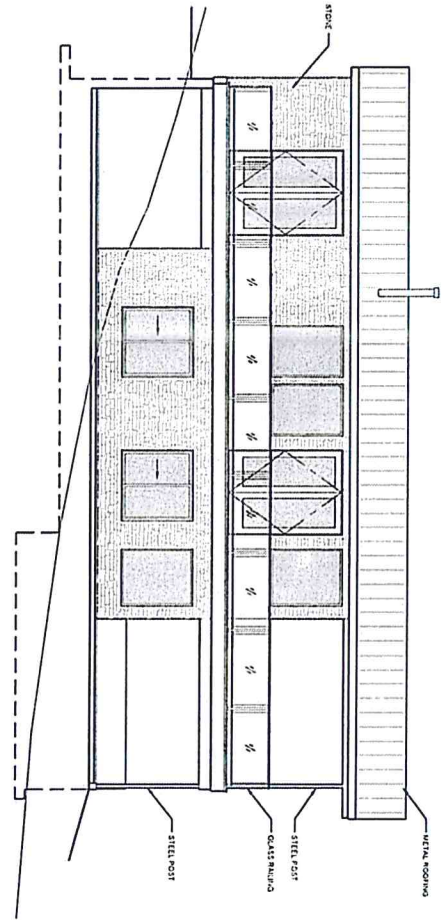
### POLICY FOR VARIANCES

Cape George Colony Club's Building and Property Regulations regulate all properties in the community identically regardless of individual site characteristics. Therefore, there may be situations where the strict application of the regulations could be unreasonable. A variance, which is granted by the Board of Trustees, allows an owner to be relieved from meeting one or more provisions of the Building and Property Regulations.

Before granting a variance the Board of Trustees must be satisfied that each of the criteria set forth below are met in the application:

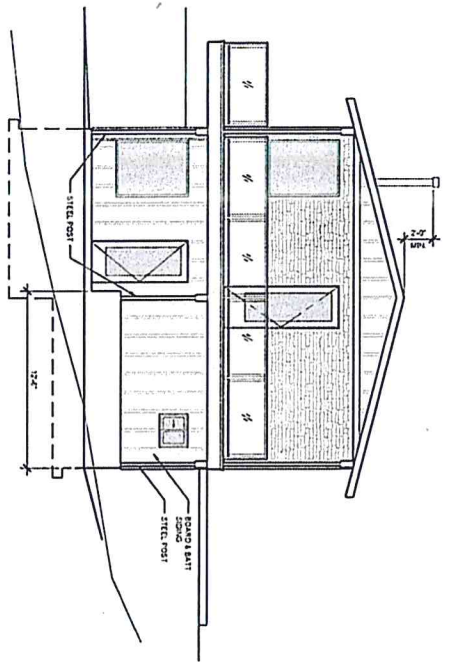
| Criteria                                                                                                                                                     | Indicate Yes / No |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------|
|                                                                                                                                                              | Bldg Comm. Review | Board's Review |
| 1. Would the requested variance violate the covenants, conditions and reservations of Cape George Colony Club?                                               | YES               |                |
| 2. Would the requested variance constitute a change in the restrictions or in the boundaries shown on the plat maps?                                         | YES               |                |
| 3. Do special conditions and circumstances exist which are peculiar to the land, such as size, shape, topography or location?                                | YES               |                |
| 4. Would denying the variance deprive the owner privileges enjoyed by other owners of similarly situated properties?                                         | YES               |                |
| 5. Would the variance confer a special privilege to the property which is denied to other comparable lands in Cape George?                                   |                   | NO             |
| 6. Do special conditions and circumstances exist that are the result of actions of the applicant?                                                            |                   | NO             |
| 7. Do the reasons set forth in the application justify the variance, and is it the minimum variance which will make possible the reasonable use of the land? | YES               |                |
| 8. Would granting the variance be in harmony with the general purpose and intent of the Building and Property Regulations?                                   | YES               |                |
| 9. Would granting the variance be detrimental to the general welfare of members or injurious to the neighborhood in which the property is situated?          |                   | NO             |
| 10. Was the fact that the property may be used more profitably a consideration in granting the variance? (Profitability may not be a consideration)          |                   | NO             |
| 11. Would the variance grant the owner a use which is not otherwise permitted in Cape George (such as business activity, etc.)?                              |                   | NO             |





WEST ELEVATION

SCALE: 1/4" = 1'-0"



SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

COPYRIGHT  
ESTES BUILDERS  
ALL RIGHTS RESERVED  
2023

A  
201

Notwithstanding to whom these drawings are furnished, the user of these drawings shall be responsible for the accuracy of the information shown hereon. The user shall be held responsible for any errors or omissions in these drawings. The user shall be held responsible for any changes or modifications to these drawings. The user shall be held responsible for any costs or expenses incurred in connection with the use of these drawings.

**TILTON RESIDENCE**  
SOUTH RHODODENDRON DRIVE  
PORT TOWNSEND, WASHINGTON  
PARCEL # 938400529

**ESTES BUILDERS**  
EXTERIOR ELEVATIONS

| PRELIMINARY DESIGN |                        |
|--------------------|------------------------|
| DATE               | DESCRIPTION            |
| 04.23.2023         | PRELIMINARY DESIGN SET |
|                    |                        |
|                    |                        |
|                    |                        |



N89°05'20"W  
150.00'

135.00'

N89°05'20"W  
20.00'

R=205.00'

L=89.15'

150.01'

30'

30'

30'

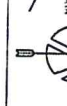
GOVERNMENT  
ESTES BUILDERS  
ALL RIGHTS RESERVED  
2023

LEGEND  
● FOUND 2023 4-FT REBAR WITH LOGIC CAP - X, WOODS IS 2311'  
□ EXISTING PAVED SURFACE

NOTES:  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
2. EXISTING CONCRETE FOUNDATION SHALL BE REMOVED AND RECONSTRUCTED TO MATCH THE NEW FOUNDATION.  
3. ALL NEW CONCRETE SHALL BE 3000 PSI COMPRESSIVE STRENGTH WITH 4% CHLORIDE FREE ADMIXTURE.  
4. ALL NEW CONCRETE SHALL BE FINISHED TO MATCH THE EXISTING CONCRETE.  
5. ALL NEW CONCRETE SHALL BE FINISHED TO MATCH THE EXISTING CONCRETE.  
6. ALL NEW CONCRETE SHALL BE FINISHED TO MATCH THE EXISTING CONCRETE.

SITE PLAN

SCALE: 1" = 100'



NOT FOR  
CONSTRUCTION

**TILTON  
RESIDENCE**  
SOUTH RHODODENDRON DRIVE  
PORT TOWNSEND, WASHINGTON  
PARCEL # 938400529

**ESTES  
BUILDERS**  
SITE PLAN

| PRELIMINARY DESIGN |                        |
|--------------------|------------------------|
| NO. OF SHEETS      | PRELIMINARY DESIGN SET |
|                    |                        |
|                    |                        |
|                    |                        |
|                    |                        |

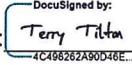
**CAPE GEORGE COLONY CLUB**61 CAPE GEORGE DRIVE  
PORT TOWNSEND, WA 98368PHONE: (360) 385-1177  
FAX: (360) 385-3038**FILLS, EARTHWORK, PERC TEST HOLES, CULVERTS & DRAINAGE  
PERMIT APPLICATION**

|                                                                                                                                |                                                      |                         |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------|
| Name: Terry Tilton                                                                                                             |                                                      | Date: 9/28/2023         |
| Mailing Street Address:<br>6709 Linwood Ln SW                                                                                  | City:<br>Lakewood                                    | State & Zip<br>WA 98499 |
| Telephone No. (day): 253-432-3332                                                                                              | Telephone No. (evening): 253-432-3332                |                         |
| Contractor: Estes Builders, Wes Fetch - 360-979-7809                                                                           |                                                      |                         |
| Legal Location: <input checked="" type="checkbox"/> Colony <input type="checkbox"/> Village <input type="checkbox"/> Highlands | Lot No. <u>30</u> Div No. <u>3</u> Blk No.: <u>5</u> |                         |
| Street Name and No.: S Rhododendron Dr                                                                                         |                                                      |                         |

**Nature of work requested:** (Please attach a rough sketch of project, showing approximate distance to nearest property corner.)

Install a level parking area for temporary RV parking prior to construction and for future guest parking after construction. You can see on the plot plan that the future parking space for the RV will be along the East side of the house.  
Also, install temp power and water meter. Please call me if you have any questions.

| Please answer the following questions                                                                                       | Yes | No |
|-----------------------------------------------------------------------------------------------------------------------------|-----|----|
| Will this project lie within 25 feet of the Club right-of-way?                                                              | X   |    |
| Will this project lie within 5 feet of adjacent property line?                                                              |     | X  |
| Will this project require cutting into roadway or shoulder?                                                                 |     | X  |
| Will this project involve tightlines entering or crossing over Club property? (if yes, please answer questions on reverse.) |     | X  |
| Contact Building or Road Committee Chair upon completion of your project                                                    | X   |    |

Owner's Signature:  Date: 9/28/2023

**CLUB USE ONLY**

|                                                                           |                                   |                                      |
|---------------------------------------------------------------------------|-----------------------------------|--------------------------------------|
| <b>We have reviewed this application and recommend</b>                    | Approval <input type="checkbox"/> | Disapproval <input type="checkbox"/> |
| <ul style="list-style-type: none"> <li>Reason for disapproval:</li> </ul> |                                   |                                      |
| Building Committee (signature):                                           | Date:                             | Or Road Committee (signature):       |
|                                                                           |                                   | Date:                                |

|                                                                                           |       |    |                             |       |
|-------------------------------------------------------------------------------------------|-------|----|-----------------------------|-------|
| <b>We have inspected this project and certify it in compliance with Club Regulations.</b> |       |    |                             |       |
| Building Committee (signature):                                                           | Date: | Or | Road Committee (signature): | Date: |
|                                                                                           |       |    |                             |       |





**Cape George Colony Club  
December 2023  
Manager's Report**

♥ **Thank YOU!**

Thank you to every member who has stepped up in 2023 to make a difference in the wild and wonderful community of Cape George Colony Club. Thanks to each of you, individually, for your participation on the Board, committees, and community projects. It has been such a pleasure to work with you and to share the success and challenges of everyday business.

♥ Thank you for supporting the Cape George management and staff as we have made changes this year in personnel and practices.

♥ Thank you, Terri Brown, Aimee Garrett, and Robert Lyons, for your time and dedication to the members of Cape George!

♥ Thank you to Jane Ludwig, Fayla Schwartz, and John Dwyer who left the Board in 2023. Your positive, and cooperative leadership has had a lasting influence on the community!

♥ Thank you to Betsy Coddington, Bart Mooyman-Beck, Pat Gulick, Nancy Charpentier, Mike Heckinger, Steve McFarland, and Ray Pierson who are working conscientiously and diligently as current Board Officers and Trustees.

♥ Thank you to our staff members Roseann, Donnie, and Eric! And our Water Manager Ken Loomis. Our small but efficient group is working together as a team to serve the maintenance and management needs of your community.



♥ Thank you to the endlessly wonderful Marina and Workshop volunteers who installed the beautiful Peter Wilding Memorial Bench at Memorial Park.

**New Year's Eve Party at the Clubhouse!**

Members are invited to a Cape George New Year's Eve Party at the Clubhouse, from 7 p.m. to midnight, December 31. Cocktail attire is encouraged. Bring your signature cocktail or appetizer to share.

**Pool Cleaning Hours**

**The pool will be closed on Thursdays from 11:30 a.m. to 1 p.m.** The pool maintenance schedule has changed to Thursdays from 11:30 to 1 p.m. **OPEN SWIM** will be at 1 p.m.

**Mail Theft**

Thank you to every homeowner who has installed a locking mailbox. Maintaining your locked mailbox is the first line of defense against mail theft. If you choose to purchase a locking mailbox, we will install it for you. Locking mailboxes are great holiday gifts!

### **Safety Check-up**

On December 1, East Jefferson Fire and Rescue did a Fire and Safety Inspection of the office building, clubhouse, pool, fitness room, workshop, and marina area. When we receive the report details, we will be updating alarms, signage, safety equipment, etc., to meet recommendations.

### **Emergency Preparedness Neighborhood Meetings**

In the first quarter of 2024 there will be neighborhood-specific emergency preparedness meetings held at the Clubhouse. Members Susie Feller ([fellersusi@icloud.com](mailto:fellersusi@icloud.com)) and Mark Thayer ([mark.allen.thayer@gmail.com](mailto:mark.allen.thayer@gmail.com)) will meet with residents to discuss disaster preparedness for the Cascadia Subduction Zone Earthquake and what residents can do to be self-sufficient in the aftermath of disasters. **The dates of these meetings will be published in the January newsletter.**

### **Tree Branches on Power Lines**

The PUD responded to our request to trim tree branches that were leaning on power lines on Saddle Drive in the Highlands. They are scheduled to return on January 2, 2024, to do a more thorough job. We will send an email blast to confirm that date.

Note: If you are concerned that a tree on your property, or common property, may be interfering with power lines, please call the PUD to report the location.

### **And Trees Down**

Trees are falling. Several trees on the Memorial Park hillside are broken and falling. There is caution tape around them. Please do not take wood or walk near them. Please report dead or fallen trees to the office!

### **Power Outages in the Highlands**

If there is a power outage in the Highlands, please call the office. After hours, please contact me, Cape George General Manager Marnie Levy, 310.435.6438. Please leave a message, including your name and phone number.

### **Required Septic Inspections**

The clubhouse and office septic systems are complete. We are waiting for the written reports but know there is root intrusion of both septic systems. We are looking at estimates and will have the work done in the early months of 2024.

### **Meeting With the Manager**

If you have community concerns that you would like to address with the manager, please email me to make an appointment: [manager@capegeorge.org](mailto:manager@capegeorge.org)

Have a lovely holiday and all the best in 2024. Thank you for everything you do to help make Cape George Colony Club a great place to live!

*Marnie W. Levy, CMCA® AMS®*  
General Manager  
[manager@capegeorge.org](mailto:manager@capegeorge.org)  
360.385.2208





## INVESTMENT DISCUSSION FOR RESERVE FUNDS

There has not been a response from members to join the strategic investment committee per se, but Brian Ritchie and Barbara Barnhart have made themselves available to advise the Board on strategy based on their experience. Consequently, they joined Nancy, Betsy and Bart in a meeting with an Edward Jones broker to discuss Certificates of Deposit opportunities that are conservative in preserving cash while increasing our earnings at no cost to us (the banks pay the brokerage fees).

Our current focus is to consider moving the \$530k CD account held at Kitsap bank in a CDARS account to Edward Jones broker to invest (in CD's or Treasuries only) in a larger pool of banks in order to increase the interest earnings of our funds. It will be distributed in a pattern that preserves FDIC insurance of the entire amount, meaning investing in multiple CD's based on the most favorable interest rates at the point of maturity, into CD's that mature in various time periods. If approved, the process will entail monthly meetings of the Broker and Treasurer or other Board representative to review those accounts achieving maturity with approval of rollover activities.

The current fund is earning 2.35%; if renewed for the 13 weeks at Kitsap Bank we will likely be bumped to 2.55%. If we place it into a 7 month CD with Kitsap it will earn 4.75%. Currently, that fund has matured and rather than roll it over, we have temporarily placed it into our money market fund at Kitsap Bank awaiting an immediate decision by the Board so it can be placed back into a protective status with FDIC insurance coverage. Consequently, a Special Board Meeting is scheduled to occur immediately following the Study Session to vote on opening an account with Edward Jones and moving the funds there. If the Board votes no or is undecided, the funds will be placed into a Kitsap CD so that our exposure will not extend past Tuesday.

Meanwhile, the following provides information regarding our Cash and Investment status with our Reserve accounts:

| Account      | Current Bal      | Less Exp        | 2023 End Bal     |                     |                | 2024           |                  |                  |
|--------------|------------------|-----------------|------------------|---------------------|----------------|----------------|------------------|------------------|
|              |                  |                 |                  | Investment          | Ready Cash     | Income         | 2024 Exp         | End Bal          |
| PPB 0082     | 341,070          | (85,574)        | 255,496          |                     | 255,496        | 225,019        | (425,047)        | 55,468           |
| PPB 6 mo CD  | 77,052           |                 | 77,052           | 77,052              |                |                |                  | 77,052           |
| Kitsap MM    | 242,762          |                 | 242,762          |                     | 242,762        |                |                  | 242,762          |
| Kitsap CDARS | 475,000          |                 | 475,000          | 475,000             |                |                |                  | 475,000          |
| Kitsap CDARS | 530,000          |                 | 530,000          | 530,000             |                |                |                  | 530,000          |
|              | <b>1,665,884</b> | <b>(85,574)</b> | <b>1,580,310</b> | <b>1,082,052</b>    | <b>498,258</b> | <b>225,019</b> | <b>(425,047)</b> | <b>1,380,282</b> |
|              |                  |                 |                  | <b>\$ 1,580,310</b> |                |                |                  | 1,380,282        |

As you can see we have ready cash for the next year, even if every approved project is completed in 2024. In that extreme case we will end the year with \$300k in ready cash, and just over \$1 million in invested funds that can be freed up when needed as we will employ a laddering technique to investing the funds in CD's (rolling over on maturity with various timelines to ensure availability of funds at frequent intervals).



**CAPE GEORGE COLONY CLUB**

61 CAPE GEORGE DRIVE  
PORT TOWNSEND, WA 98368

PHONE: (360) 385-1177  
FAX: (360) 385-3038

**MARINA REGISTRATION FORM**

| Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        | Email                                                        |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------------------------------------------------------------|----------------------|
| Phone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        | Emergency Phone                                              |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |        |                                                              |                      |
| VESSEL INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |                                                              |                      |
| Make:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Model: | Boat Reg. No.:                                               | Trailer License No.: |
| Beam:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Draft: | Vessel Length: (including bowsprits, outdrives, swim steps): |                      |
| Power: <input type="checkbox"/> Outboard <input type="checkbox"/> Inboard <input type="checkbox"/> In/Out <input type="checkbox"/> Sail <input type="checkbox"/> None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        |                                                              | Boat's Name:         |
| <p>(1) Moorage is for member's boat only. Guest vessels must use guest moorage as available.</p> <p>(2) Providing ramp or dock key to nonmembers will result in revocation of all marina privileges.</p> <p>(3) Moorage may be sublet only with Harbormaster's approval.</p> <p>(4) Guests in marina area must be accompanied by a member – no exceptions.</p> <p>(5) Moorage and ramp use fees are due January 1<sup>st</sup> of each year. Moorage unpaid by January 31<sup>st</sup> will be forfeited and reassigned.</p> <p>(6) Moorage is not transferable with sale of boat to anyone.</p> <p>(7) Harbormaster is authorized to relocate any boat.</p> <p>(8) Trailer parking is available only for those with moorage or ramp use.</p> <p>(9) Contact and vessel information on this form will be provided to the Marina Chair and/or Harbormaster for emergency purposes.</p> <p>(10) Owner's name and telephone number must be displayed on boat trailer's tongue.</p> <p><b>(11) Copy of current boat and trailer registration AND copy of current boat title must accompany moorage, ramp use and boat trailer parking applications. Slip assignment or parking use can be denied or revoked at any time after registration deadline if documentation is missing or incomplete.</b></p> <p><b>(12) Proof of \$300,000 (per incident) vessel liability insurance must accompany moorage, rampage and boat/trailer parking applications. <u>CGCC must be added as an additional insured on your policy.</u> (Kayaks/dinghies/canoes excluded).</b></p> |        |                                                              |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |        |                                                              |                      |

**Fee Schedule (use total overall length to calculate moorage fees):**

|                                                        |                        |          |
|--------------------------------------------------------|------------------------|----------|
| Regular Moorage (includes ramp usage fee) .....        | \$43.00 per foot.....  | \$ _____ |
| Economy Moorage (includes ramp usage fee) .....        | \$28.00 per foot.....  | \$ _____ |
| Dock Box.....                                          | \$25.00 per year ..... | \$ _____ |
| Electrical Hookup.....                                 | \$300.00 per year..... | \$ _____ |
| Trailer Parking – Reserved (requires slip or ramp) ... | \$300.00 per year..... | \$ _____ |
| Ramp use (per vessel registered).....                  | \$125.00 per year..... | \$ _____ |
| Small Boat/Kayak Dry Storage .....                     | \$125.00 per year..... | \$ _____ |

|                             |               |                          |          |
|-----------------------------|---------------|--------------------------|----------|
| <b>Moorage Waiting List</b> |               | \$50/yr (non-refundable) | \$ _____ |
| Slip Size (Circle One)      | Up to 20 Feet | 20-29 Feet / Over 29 ft. |          |

|                                      |         |                          |          |
|--------------------------------------|---------|--------------------------|----------|
| <b>Reserved Parking Waiting List</b> |         | \$25/yr (non-refundable) | \$ _____ |
| Boat and Trailer Overall Size        | Length: | Width:                   |          |

Total \_\_\_\_\_

**You must provide the following with your Marina registration:**

- Copy of boat title
- Copy of boat insurance
- Copy of boat registration
- Copy of trailer registration
- Copy of trailer insurance

Anyone using or visiting the Marina, or its facilities does so at his/her own risk. Cape George Colony Club does not assume any responsibility for loss or damage to property or personal injury. In consideration of the right to use the Marina as provided in this form, I agree to RELEASE, HOLD HARMLESS AND INDEMNIFY Cape George Colony Club from any and all liability, claims and causes of action arising out of or in any way connected with the use of the Marina by myself and my guests.

I certify that I have read the current Marina Rules and Regulations as approved by the Board of Trustees, and that I agree to abide by those rules and regulations in all cases. I understand that serious violation of the policies of the Board of Trustees is sufficient cause for revocation of Marina privileges.

|                   |              |
|-------------------|--------------|
| <b>Signature:</b> | <b>Date:</b> |
|-------------------|--------------|



| EQUIPMENT DESCRIPTION                                                                      |                        |                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Equipment MFG Model & Description<br><b>Kyocera 4004i Multifunction Monochrome Printer</b> | Serial Number<br>_____ | Accessories<br><u>PF-7150 Paper Tray, DP7160 Document Processor,</u><br><u>DF-7140 4,000 Sheet Finisher, PH-7A Hole Punch,</u><br><u>BF-730 Booklet &amp; Trifold Unit, Fax System 12</u> |
| <input type="checkbox"/> See attached schedule for additional Equipment / Accessories      |                        |                                                                                                                                                                                           |

Billing Address: 61 Cape George Drive, Port Townsend, WA 98368-9403  
 Equipment Location: 61 Cape George Drive, Port Townsend, WA 98368-9403

| SUPPLIER                                                                                                                           | TRANSACTION TERMS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>United Business Machines of WA</b><br>Name<br><u>11050 118th PL NE</u><br>Address<br><u>Kirkland WA 98033</u><br>City State Zip | Term: <u>60</u> months Minimum Monthly Payment: \$ <u>304.18</u> (plus applicable taxes)<br>Excess Per Image Billing Preference (monthly if not checked)<br><input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually<br>Supplier Fuel/Freight Fee: \$ <u>0.00</u> per month (Not to exceed \$75.00 per month)<br>The following additional payments are due on the date this Agreement is signed by you:<br>Advance Payment: \$ <u>0.00</u> (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last<br>Document Fee: \$75.00 (included on first invoice) |

| Image Type   | Minimum Number of Images | Excess Per Image Charge |
|--------------|--------------------------|-------------------------|
| <b>Black</b> | <b>9,000</b>             | <b>\$0.00850</b>        |
|              |                          |                         |

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER AGREEMENT TERM FOR ACCOUNTING PURPOSES. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF IOWA. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA, TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREE TO THE TERMS OF PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**TERMS AND CONDITIONS**

1. **COMMENCEMENT OF AGREEMENT.** Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Agreement. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

2. **IMAGE CHARGES.** Each month during the Term of this Agreement, you agree to remit to us the Minimum Monthly Payment ("Minimum Payment") and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Minimum Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images for each Image Type. You acknowledge that the Equipment includes a separate meter for each Image Type and that you understand the differences between the Image Types. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Payment. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Per Image Charges may be increased by an amount equal to the lesser of: (a) up to 15% of the Minimum Payments and Excess Per Image Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. At our option, you will: (a) provide us by telephone or facsimile the actual meter readings when requested by us; (b) provide us (or our agent) access to the Equipment to obtain meter readings; or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Payments are due whether or not you receive an invoice. If you have a dispute with the Supplier regarding the Equipment or any service, repair or maintenance of the Equipment (including without limitation, any Equipment designated "Service Only"), you shall continue to pay us all Minimum Payments and Excess Per Image Charges without deduction or withholding of any amounts. You authorize us to adjust the Minimum Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier. You agree to pay us an interim payment from and including the Commencement Date through, but

Continued on Page 2

| OWNER ("We", "Us")                                                                                                      | CUSTOMER ("You")                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Wells Fargo Vendor Financial Services, LLC</b><br><br>By: X _____<br><br>Name: _____<br><br>Title: _____ Date: _____ | <b>Cape George Colony Club</b><br>(Customer Full Legal Name)<br><br>By: X _____<br><br>Name: _____ Title: _____<br><br>Date: _____ Federal Tax ID: _____ |



not including, the payment due date of the month next following the Commencement Date (the "Interim Rent Period") at a rate equal to 1/30th of the Minimum Payment set forth herein for each calendar day during the Interim Rent Period.

3. **OTHER CHARGES.** You agree to: (a) pay all assessments, taxes and charges governmentally imposed upon Owner's purchase, ownership, possession, leasing, renting, operation, control or use and pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses incurred in enforcing this Agreement; and (c) pay all other costs and expenses for which you are obligated under this Agreement. You agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each month our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" equal to \$12 per unit of Equipment per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we deem appropriate. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). You agree to pay a monthly Fuel/Freight Fee, specified on page 1 of this Agreement, which will be remitted by us to the Supplier.

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge equal to the higher of 5% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **MAINTENANCE AND SERVICE; OWNERSHIP AND USE.** The Supplier identified on page 1 of this Agreement ("Supplier") has agreed to provide FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY. You acknowledge that: (a) we are not responsible for any service, repair or maintenance of the Equipment; (b) we are not a party to any service maintenance agreement; and (c) we are billing (on a pass through basis) on behalf of Supplier any Excess Per Image Charges and that portion of the Minimum Payment attributable to service maintenance of the Equipment, whether "Service Only" or otherwise. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Agreement without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; (4) the portion of the Minimum Payment which relates to such Equipment includes only the full service maintenance of such Equipment and not the use or rental of the Equipment and (5) such "Service Only" Equipment may be added to or deleted from this Agreement by written notice from Supplier to us; provided that such addition or deletion does not modify the Minimum Payment or any other terms of this Agreement.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Agreement to be correct or caused by your acts or omissions inconsistent with such assumption or this Agreement. In the event of any such loss, we may increase the Minimum Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments and other charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations under this Agreement.

8. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us.

9. **DEFAULT.** You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** If you are not in default, at least 30 days prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to return all, but not less than all, of the Equipment. IF YOU FAIL TO PROVIDE US WITH SUCH 30 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO RETURN THE EQUIPMENT, THE TERM OF THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS (THE "RENEWAL TERM") and all of the provisions of this Agreement shall continue to apply, including, without limitation, your obligations to remit Minimum Payments, Excess Per Image Charges and other charges, until all of the Equipment is returned to us (either because we demand return of the Equipment or you decide to return the Equipment). If you are in default, or at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Agreement or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Agreement or our interest in the Equipment; and (b) release information we have about you and this Agreement to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Agreement. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into this Agreement and by so doing you will not violate any law or agreement; and (b) this Agreement is signed by your authorized officer or agent. This Agreement is the entire agreement between us, and cannot be modified except by another document signed by us. This Agreement is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us, our agent or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR THE SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT. We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Agreement is reflected in the Minimum Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Agreement may be executed (manually or electronically) in counterparts. The executed counterpart which (a) has our original signature (if executed by us manually), (b) is electronically maintained by us (if executed by us electronically), and/or (c) is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Agreement; and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If you sign (manually or electronically) and transmit this Agreement to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other electronic transmission of this Agreement manually or electronically signed by us, when attached to the facsimile or other electronic copy manually or electronically signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Agreement, and subject to our prior approval and at our sole discretion: (a) a document signed (manually or electronically) and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures; and (d) at our request, you, who executed this Agreement manually and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Agreement containing your original manual signature to us. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement.





# Maintenance Agreement

United Business Machines of Washington, Inc.  
 11050 118th Place NE Kirkland, WA 98033  
 (P) 800-544-4120 (F) 425-827-2672  
 www.ubmofwa.com

## Customer Information

**Bill To:** Wells Fargo **Ship To:** Cape George Colony  
 61 Cape George Dr.  
 Port Townsend, WA 98368

**AP Contact:** Marnie Levy / General Manager **EQ Contact:** Marnie Levy / General Manager  
 360-385-2208 360-385-2208  
 Manager@capegeorge.org Manager@capegeorge.org

## EQUIPMENT / COVERAGE / TERMS

**Program Type:** FULL **Meter Collection Method:** FM Audit

**Contract Start Date:** Same as Lease **Base Billing Cycle:** Monthly **Lease Reference #:** 450-7590744-005  
**Contract End Date:** Same as Lease **Additional Image Cycle:** Quarterly **Base Cost:** NA

| Model         | Serial Number | ID # | Start Meter | Type  | Base Allowance | Additional Images |
|---------------|---------------|------|-------------|-------|----------------|-------------------|
| Kyocera 4004i |               |      |             | B & W | 9,000          | \$0.008500        |
|               |               |      |             | Color |                |                   |
|               |               |      |             | B & W |                |                   |
|               |               |      |             | Color |                |                   |
|               |               |      |             | B & W |                |                   |
|               |               |      |             | Color |                |                   |
|               |               |      |             | B & W |                |                   |
|               |               |      |             | Color |                |                   |
|               |               |      |             | B & W |                |                   |
|               |               |      |             | Color |                |                   |
|               |               |      |             | B & W |                |                   |
|               |               |      |             | Color |                |                   |

**Special Instructions / Notes**  
 UBM will remove and dispose of customer's Kyocera 4500i, serial number N432704626 / BB152.

## AUTHORIZATION

By signing this Contract, you agree and acknowledge: (1) this is a binding contract and it is NON-CANCELABLE; (2) you have read and fully understand the terms and conditions printed on the reverse side; (3) no verbal, or implied changes will be valid unless identified on this contract. By executing this agreement, I acknowledge that I have read and fully understand this agreement and certify that I am authorized to execute this agreement.

Authorized Customer Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_

UBM Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_



## Service & Supply Contract Terms and Conditions

**AGREEMENT:** References made to "UBM" or "Seller" shall mean United Business Machines of Washington, Inc., its' subsidiaries and any registered trade names. References made to "You", "Your" or "Customer" shall mean the entity listed on this contract or invoice. You appoint UBM and UBM accepts the appointment to provide the services described in this contract, with respect to the equipment listed on this contract or as listed on an attached equipment schedule.

**TERMS:** This contract shall be in effect upon customer's execution which is described as signature, payment or receipt of material goods or services. The initial term of this agreement shall be one (1) year commencing as of the date hereof. Thereafter, the term of this agreement shall automatically renew for successive one year terms unless one party provides written notice to the other party at least thirty (30) days in advance of the end of the then existing term that they do not wish to renew the term of this agreement.

**PAYMENT:** Payments for services provided under this contract will be made in advance or in accordance with the agreed upon billing cycle. All payments will be due thirty (30) days from the invoice date. Customer agrees to pay UBM the minimum payment as agreed upon, as well as for any additional images produced under this agreement in accordance with the agreed upon billing cycle. UBM may increase the service rate each year during any term by an amount not to exceed 10% of such charge.

**FULL CONTRACT COVERAGE:** UBM agrees to provide the following: (a) Parts found defective or worn as a result of normal equipment use; (b) Labor to repair and properly maintain the equipment; (c) Performance of all preventative maintenance at intervals specified by the manufacturer or by UBM; (d) Replacement of photoconductors and other consumable items found defective or worn as a result of normal use; (e) Toner in accordance with manufacture's yields; (f) Factory recommended retrofits and updates; (g) Provision of loaner equipment, at no extra charge, in the event the equipment cannot be repaired within three (3) business days or requires shop work to repair.

**INCLUSIVE CONTRACT COVERAGE:** UBM agrees to provide the following: (a) Parts found defective or worn as a result of normal equipment use; (b) Labor to repair and properly maintain the equipment; (c) Performance of all preventative maintenance at intervals specified by the manufacturer or by UBM; (d) Replacement of photoconductors and other consumable items found defective or worn as a result of normal use; (e) Factory recommended retrofits and updates.

**STANDARD CONTRACT COVERAGE:** UBM agrees to provide the following: (a) Parts found defective or worn as a result of normal equipment use; (b) Labor to repair and properly maintain the equipment; (c) Factory recommended retrofits and updates.

**BASIC CONTRACT COVERAGE:** UBM agrees to provide the following: (a) Labor to repair and properly maintain the equipment; (b) Factory recommended retrofits and updates.

For all contracts identified above, service may include reasonable use of Customer's image allotments and materials for repair. If applicable, items included in the contract including toner, will be supplied based upon the manufacturer's yield, excess usage of any item may be billed to You at UBM's current retail price. Service performed by UBM under this Agreement will be performed during the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. All parts are furnished on an exchange basis; replaced parts become the property of UBM. If a contract is not renewed, Customer is responsible for returning all unused supplies to any UBM office location. If supplies are not returned within 30 days of non-renewal, UBM will invoice Customer for the retail value of supplies.

**EXCLUSIONS:** The following items are excluded from all contracts except as otherwise specified: (a) Paper, staples, and network support; (b) The repair of damage or the replacement of maintenance parts caused by accident, disaster, neglect, abuse or misuse of the machine; (c) The use of parts, supplies, components, modifications or personnel to affect repairs on the machine not approved by UBM as 'suitable' for your particular machine(s); (d) Transportation or re-location; (e) Re-location of machine(s) outside UBM authorized servicing area; (f) Service calls caused by any additions to, or changes to the customer's computer or network environment. Customer's network is defined as anything on the network side of the cable connecting the machine to the local area network. If customer network service is required, those services can be provided by UBM on a billable basis at the prevailing hourly rate.

**STANDARD LIMITED WARRANTY:** UBM warrants new equipment to be free of defect in materials and workmanship for a period of 90 days from installation. This warranty does not extend to replacement of supply items or consumables. For purposes of this paragraph, new equipment shall be defined as equipment with usage up to 10,000 total images.

**RESPONSE TIME:** UBM guarantees a four hour average response time for emergency services on equipment that is within a forty mile driving distance of any UBM office (excludes equipment located on islands or requiring ferry travel). If UBM does not achieve the guaranteed response time for the current contract term, upon written request, Customer will receive up to a \$100.00 credit towards Customer's future service or supply purchase from UBM.

**SENSITIVE DATA:** Customer shall make arrangements to protect or remove sensitive and private data that may become stored on Customer's equipment. While UBM may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal standard that meets Customer's business needs. UBM is not recommending any particular option, and UBM is not liable for damages arising from Customer's failure to fully remove and protect its data. Please note that regardless of which standard Customer chooses, Customer must return leased equipment in full working order at the end of any lease term.

**MISCELLANEOUS:** This contract shall be governed by and construed in accordance with State of Washington law, without giving effect to any principle of conflicts of law or choice of law that would otherwise make the law of any other jurisdiction govern this contract. Any liability that would result in doing business under the terms of this contract will in all cases be limited to the amount paid by the customer to UBM. The parties agree that the venue for any legal action arising out of the contract shall be in King County, Washington. In the event of collections, litigation or other proceedings by seller to enforce or defend any term or provision of this contract, customer agrees to pay all costs and expenses sustained by seller, including but not limited to, collection fees and reasonable attorney's fees. Seller may assign its rights and obligations under this contract without obtaining your permission. Limits of liability shall not exceed the total compensation received under this contract.

**YOUR OBLIGATIONS:** Throughout the term of this contract you shall (1) monitor the machine operation and notify UBM if you determine that the equipment is in need of repair (2) permit UBM to enter the property where the equipment is located to inspect it at any reasonable time (3) provide UBM with a reasonable amount of space to make necessary inspections or repairs (4) supply required electrical power (5) take responsibility for the daily maintenance of equipment, to include (a) replacing toner and waste toner bottle as needed (b) keeping the glass clean (c) having proper supply inventory (d) removal of occasional paper mis-feeds and (e) provide UBM with accurate meter readings for billing. If you do not supply UBM with the requested meter information, or use UBM's approved meter collection software, UBM will estimate your meters, or send a UBM representative to your location to retrieve the information at your expense.





## Total Image Management Agreement

United Business Machines of Washington, Inc.  
 11050 118th Place NE Kirkland, WA 98033  
 (P) 800-544-4120 (F) 425-827-2672  
 www.ubmofwa.com

### Customer Information

**Bill To:** Wells Fargo  
**AP Contact:** Marnie Levy / General Manager  
 360-385-2208  
 Manager@capegeorge.org  
**Ship To:** Cape George Colony  
 61 Cape George Dr.  
 Port Townsend, WA 98368  
**EQ Contact:** Marnie Levy / General Manager  
 360-385-2208  
 Manager@capegeorge.org  
**Sales Rep:** Paul Fisher

| QTY   | Description                                    | Serial Number |
|-------|------------------------------------------------|---------------|
| 1     | Kyocera 4004i Multifunction Monochrome Printer |               |
| 1     | Dual 1,500 Sheet Paper Tray PF-7150            |               |
| 1     | Dual Scan Document Processor DP-7160           |               |
| 1     | 4,000 Sheet Finisher DF-7140                   |               |
| 1     | Hole Punch Kit PH-7A                           |               |
| 1     | Attachment Kit AK-7110                         |               |
| 1     | Booklet & Trifold Unit BF-730                  |               |
| 1     | Fax System 12                                  |               |
|       |                                                |               |
|       |                                                |               |
|       |                                                |               |
| Notes |                                                |               |
|       |                                                |               |
|       |                                                |               |

**Lease Term:** 60     
 **Minimum Monthly Payment:** \$304.18 plus tax     
 **Additional Images Billed:** Quarterly

| Model         | Serial Number | ID # | Start Meter | Type  | Copy Allowance | Additional Images |
|---------------|---------------|------|-------------|-------|----------------|-------------------|
| Kyocera 4004i |               |      |             | B & W | 9,000          | 0.00850           |
|               |               |      |             | Color |                |                   |
|               |               |      |             | B & W |                |                   |
|               |               |      |             | Color |                |                   |
|               |               |      |             | B & W |                |                   |
|               |               |      |             | Color |                |                   |

### Machine Order Authorization

By signing this Contract, you agree and acknowledge: (1) this is a binding contract and it is NON-CANCELABLE; (2) you have read and fully understand the terms and conditions printed on the reverse side; (3) no verbal, or implied changes will be valid unless identified on this contract. By executing this agreement, I acknowledge that I have read and fully understand this agreement and certify that I am authorized to execute this agreement.

Authorized Customer Signature                      Title                      Date                      Print Name

UBM Authorized Signature                      Title                      Date                      Print Name



## Sale Agreement Terms and Conditions

**Acceptance:** References made to "UBM" or "Seller" shall mean United Business Machines of Washington, Inc., its' subsidiaries and any registered trade names. References made to "You", "Your" or "Customer" shall mean the entity listed on this contract. Seller agrees to sell You and You agree to buy from Seller the item(s) listed on this contract in accordance with the terms and conditions set forth. Your signature or payment indicates you have read the Sale Agreement and agree to all of the terms and conditions set forth.

**Terms:** This is a binding agreement and is not subject to cancellation or trial basis. This Sale Agreement shall not be modified or amended unless agreed upon in writing by an Officer of both the Seller, the Customer and/or the Leasing Company if applicable. No verbal changes or additions will be valid.

**Payment:** Unless otherwise provided, the payment terms of the Sale Agreement are net ten (10) days of invoice. Title to all goods and equipment shall remain with Seller until payment has been made in full by You or by the Leasing Company (if the equipment is being leased through an approved UBM lender). Seller agrees to provide reasonable assistance for the Customer to finance the purchase of the equipment and or software, however, Customer acknowledges that Seller cannot guarantee financing. In the event that neither UBM nor the Customer can secure financing for the equipment, it is understood that the Customer is responsible for payment of the equipment listed on the Sale Agreement. In the event You neglect or refuse to pay the full purchase price when due, Seller may take reasonable actions to collect the amount due or take back possession of the described equipment and its supplies. If it is determined that the equipment is to be removed from Your office due to non-payment, UBM will enforce a 25% restocking fee of the agreed upon selling price.

**Delivery:** UBM will deliver and install the equipment at the location identified on this contract. Your execution of UBM Delivery and Acceptance form will constitute Your acceptance of the equipment and acknowledgment that the equipment is in good working order. If necessary, Seller may deliver and install the equipment in installments.

**Default:** If You default in the performance of any of Your obligations under this contract or any other contract with Seller, Seller may, (a) enforce this contract, (b) recover damages for default or (c) exercise any other remedy available by law. If Seller refers this contract to an attorney or collections agency, you agree to pay Seller's reasonable attorney's fees, actual court costs and collection fees.

**Disclaimer:** Customer acknowledges that the equipment described on the reverse side may use a HDD or similar type of storage device to process information and therefore, sensitive or privileged information may be retained in whole or in part with the device. Customer shall make arrangements to protect or remove sensitive and private data that may become stored on Customer's equipment. While UBM may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal method that meets Customer's business needs. UBM is not recommending any particular option, and UBM is not liable for damages arising from Customer's failure to fully remove and protect its data. Please note that regardless of which method Customer chooses, if any, and the equipment has been leased through an approved UBM lender, Customer must return leased equipment in full working order at the end of any lease term. Seller shall have no liability if said information is breached at any time, including after Customer disposed of, traded in, returns equipment to leasing company or transfers ownership to another entity.

**Miscellaneous:** Customer shall bear all risk of theft, loss, or damage not caused by Seller's employees or agents, to all goods installed under this Sale Agreement. Customer agrees to indemnify, defend, and hold harmless Seller, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising or Customers use of the goods, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person. Any liability that would result in doing business under the terms of this contract will in all cases be limited to the amount paid by the Customer to UBM. Seller may assign its rights and obligations under this contract without obtaining your permission. Customer shall not assign their obligations without the written consent of the Seller or the UBM approved leasing company (if applicable). You represent that You are purchasing the equipment for business purposes only and not for individual, family or household purposes.

**Governing Law:** This contract shall be governed by and construed in accordance with State of Washington law, without giving effect to any principle of conflicts of law or choice of law that would otherwise make the law of any other jurisdiction govern this contract. The parties agree that the venue for any legal action arising out of the contract shall be in King County, Washington. In the event of collections, litigation or other proceedings by Seller to enforce or defend any term or provision of this contract, Customer agrees to pay all costs and expenses sustained by Seller, including but not limited to reasonable attorney's fees. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.

# Cape George Proposal & Project Requirements Document

Nov 7th 2023

To ensure Cape George Colony Club Board can make informed decisions; proposals, projects & other business in front of board must provide adequate documentation and supporting materials as outlined in this document

**Proposal & Project Recents Examples (note: some examples provided sufficient information & documentation, others did not)**

- Memorial Dog Park off -leash
- Gantry Donation
- Berm Repair
- Village Mail Kiosk
- Repair of Clubhouse Gazebo
- Kayak Housing
- Reserves - roads and water-mains

## Proposal & Project Recents Examples (type of information provided, & lacking information)

- Memorial Dog Park off -leash (sufficient documentation)
- Community Feedback (sufficient)
- Impact and mitigation strategies (partial)
- Gantry Donation (insufficient documentation provided)
- Donation (did not disclose \$ path - where/whom owned the gantry, how was gantry procured, what was cost, what the problem statement is (why get this?), how many at Marina benefit, No quotes provided)
- No impact or mitigation strategies provided, no service life span or replacement cost provided
- No how to use documentation provided, no safety documentation provided (vague we will get it done - then who owns and timeline - need to check in with board)
- Why was Harbor Master Ignored, their input has to be considered, and they have the power to make the call
- Berm Repair (sufficient documentation)
- Quote provide, (and negotiated) construction diagrams, timelines provided, impact statements, plans to maintain in place and in action
- Village Mail Kiosk (sufficient documentation)
- Quote provided (and negotiated), construction diagrams, timelines provided, impact statements, community feedback gathers - assume maintenance will become part of future planning
- Repair of Clubhouse Gazebo (?)
- (need to confirm what materials provided)
- Kayak Housing Structure proposal (insufficient info provided)
- Fee structure proposed, did not include cost (which you need to approve fee structure), replacement cost est.
- Reserves (roads/water) (estimated cost only)
- Need professional quotes for roads and water-mains, regularly updated



Recent examples show inconsistent documentation package provided ranging from sufficient to insufficient

Not all proposals/projects fit into the same category of effort or cost.  
Next section will describe different categories of project and expected documentation for each type of project - please note - list of documentation is baseline, additional information information could be required

# Project/Proposal scale and required documentation package

- A Class
  - Large project \$10K +
    - Goal of project, what problem is this project intended to address, who is intended to benefit?
    - Professional Quotes (cost, timelines, diagrams, contract driven, impacts and mitigation)
    - If community members expected to use (equipment etc), then how to use documents and safety documents as needed are required
    - Appropriate local/state/government certs/approvals documented as met
    - Cape George Manager oversees project
    - Other Supervisory body/persons (for example Harbor Master) involved and approve
    - Community Input (could be approval via vote or as package of budget)
    - Maintenance Plan
      - Repair/Replace, include into Reserves study as appropriate
    - Reserve Roads and Water Main replacement require professional quotes, regularly updated

## **Project/Proposal scale and required documentation package**

- B Class
- Medium project \$1K-10K
- Goal of project, what problem is this project intended to address, who is intended to benefit, what are the timelines?
- Quotes/(Professional preferred), minimal requirement: calling around to several suppliers to get best cost, (Information is to be made available)
- Local/State/government certs/approvals documented
- Project is overseen by Cape George Manager/other supervisory bodies/persons involved and approve
- Community Input Suggested
- Maintenance Plan
  - Life span/Repair/Replace, include into Reserves study as appropriate



## **Project/Proposal scale and required documentation package**

- C Class
- Small project \$100-1K
  - Explanatory document - what is this - what is the need being fulfilled
  - Sign off by Cape George Manager
  - Project is overseen by Cape George Manager/other supervisory bodies/persons involved and approval

## **Project/Proposal scale and required documentation package**

- Non Expense/Cost proposals/projects (Off-Dog Leash area example)
- By-Law Change, New situation
- Community Input (may be required)
- Options/Impacts/Mitigation Strategies
- Committee assignment - board member participation
- Presentation to board to issue/strategies/community input
- Assigned board member keeps everyone focused and on task
  - ie residue dog leavings is not the/an issue - aggression/insurance are

## **Time Line to provide information**

- Issue's supporting information needs to be available a minimum 2 weeks prior to next study session
- Board members need to review information packet and may ask questions or request additional information prior to study session
- At a study session, a board member may ask for additional information. If that information cannot be provided at the study session, the board member can request delay of further board consideration until information provide.