

Study Session Agenda

January 9, 2018

3:00 PM at the Clubhouse

A. President's Comments and Announcements

1. Welcome
2. There will be an Executive Session following Thursday's Board Meeting to discuss a personnel matter

B. Letters from Members

C. Manager's Comments

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.

1. Review estimate for Marina Pilings project. – Sonja Erickson and Ben Fellows
2. Review resolution to transfer \$11,262.97 from General Reserves to Operations Checking for heatpump Replacement, Air Flo Heating \$11,262.97– Sharon Mitchel
3. Discuss Clubhouse rule changes and member feedback – Sharon Mitchel
4. Discuss speeding, speed monitoring and speed signs – Sharon Mitchel
5. Discuss security camera estimates and potential camera locations – Sharon Mitchel
6. Discuss charitable fundraising at Cape George – Katie Habegger
7. Review 6 due date adjustment requests from 4 members – Sharon Mitchel

E. Member Participation (Compliments, Issues, 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.

Open Board Discussion

F. Announcements

Board Meeting – January 11, 2018 3:30 P.M.

Study Session – February 13, 2018 3:00 P.M.

Board Meeting – February 15, 2018 3:30 P.M.

Close Study Session

Cape George Community
61 Cape George Drive
Port Townsend, Wa.

RECEIVED JAN - 2 2013

Cary C. Marin
52 W Vancouver Drive
Port Townsend, Wa

Cape George Board Commission :

12/20/2017

Brought Before you is a group of serious topics which relate to Cape George Marina Operations. Please clarify these items.

Item (A)

Submit names and vessel type of Cape George members who have been assigned slip/moorage for vessels of 25' to 45' in the last Ten years.

Item (B)

Submit records for last ten years that contain a chronology of time between being on the Cape George Marina Waiting List and the time of being granted a moorage slip at the Cape George Marina.

Item (C)

In regards to the Current 2018 Cape George Marina Rules and Regulations specified under the heading of #2 Moorage. Under Rule #2 states, " Boats shall be maintained in a safe operable condition, and periodically used. The following criteria must be met". This statement is the topic which is of discord for its interpretation and meaning. In regards to this Rule #2, the administration of such Cape George governing body whom drafted such rule and the criteria. With specific attention to address in more detail the exact definition of the (Time Frame) referring to "Boats Periodically used". In conjunction with this Rule #2 what are the current inforcement procedures drafted by the Cape George governing body in regards to none compliance of the member moorage and boat owner ? There are boats in the Marina that havent left the dock in two years.

Item (D)

Cary Christopher Marin
Member



CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

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

RESOLUTION

No: 01/11/18

Whereas the Board of Trustees of Cape George Colony Club is authorized to transfer Reserve Funds, and

Whereas the Board deems it necessary to make such transfer as outlined:

General Reserve Account
 To General Checking Account-----\$11,262.97
 Pool Heat Pump Replacement

Air Flo Heating Company -----\$11,262.97

Be it resolved that \$11,262.97 be transferred from the General Reserve Account to the Cape George Colony Club General Checking Account for emergency replacement of a pool heat pump.

Dated this 11th day of January 2018.

To: Board of Trustees

From: Sharon Mitchel, Manager

Date: January 5, 2018

Re: Reserved Use of the Clubhouse

As of today, we have not received additional member feedback regarding the changes to the Reserved Use of the Clubhouse rule and application form.

Per-Vehicle Summary Report: 1

Station ID : 1

Info Line 1 : S Palmer
 Info Line 2 : Queets

GPS Lat/Lon :

Source File : 1 (PerVeh, 0906-122917 To 0913-010518)

Last Connected Device Type : RoadRunner3

Version Number : 1.32

Serial Number : 160768

Number of Lanes : 2

Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

Average Daily Traffic (ADT)

<u>Weekday</u>		<u>Weekend</u>		<u>Total ADT</u>	
Cars :	194 (97%)	Cars :	148 (99%)	Cars :	181 (98%)
Trucks :	4 (3%)	Trucks :	1 (1%)	Trucks :	3 (2%)
Total :	198	Total :	149	Total :	184

Speed Totals

50 % :	20.1 mph	Top Speed :	53.6 mph	Average Truck Speed :	19.3 mph
85 % :	25.7 mph	Low Speed :	5.3 mph	Average Car Speed :	20.3 mph
Avg :	20.3 mph	10mph Pace Speed:	15.3 - 25.2 (63.9%)		

Peak Hour Totals

<u>AM Peak Hour (Volume)</u>	<u>AM Peak Hour (Speed)</u>
Weekday : 11:00 - 12:00 (Avg 25)	00:15 - 01:15 (29.2 mph)
Weekend : 10:30 - 11:30 (Avg 17)	01:45 - 02:45 (37.1 mph)
<u>PM Peak Hour (Volume)</u>	<u>PM Peak Hour (Speed)</u>
Weekday : 13:15 - 14:15 (Avg 23)	21:45 - 22:45 (25.4 mph)
Weekend : 14:15 - 15:15 (Avg 18)	23:00 - 24:00 (26.5 mph)

Grand Totals

Total Cars :	1270 (181 ADT)	Average Length :	9.4 ft	Average Headway :	392.7 sec
Total Trucks :	22 (3 ADT)	Average Axles :	2.0	Average Gap :	392.3 sec
Total Volume :	1292 (184 ADT)				

Study Session Agenda
February 13, 2018
3:00 PM at the Clubhouse

A. President's Comments and Announcements

1. Welcome
2. An Executive Session to discuss a personnel issue is scheduled immediately following the Board meeting

B. Letters from Members

C. Manager's Comments

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.

1. Review Clubhouse rule feedback – Sharon Mitchel
2. Discuss security cameras – Bob Carter and Sharon Mitchel
3. Review Personnel policy EMP01 – Sharon Mitchel
4. Review traffic speed survey reports – Sharon Mitchel
5. Review resolution to transfer \$325 from Marina Reserves to General Checking account for marina dock electric project – Sharon Mitchel
6. Review resolution to transfer \$3060 from General Reserves to General Checking account for the pool room paint project – Sharon Mitchel
7. Review contract with DF Electric for dock electrical system installation – Sharon Mitchel
8. Review 3 member requests for due date adjustment – Sharon Mitchel

E. Member Participation (Compliments, Issues, 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.

Open Board Discussion

F. Announcements

Board Meeting – February 16, 2017 3:30 P.M.
Study Session – March 14, 2017 3:00 P.M.
Board Meeting – March 16, 2017 3:30 P.M.

Close Study Session

February 9, 2018

To: Board of Trustees
From: Sharon Mitchel, Manager
Re: CP02 Clubhouse rule and forms changes

The February newsletter included the changes suggested last month to CP02 Clubhouse rule and related forms.

We have not received additional feedback on the changes.

Memo

To: Board of Trustees
From: Karen Krug
Cc: S. Mitchel, Manager
Date: January 10, 2018 (requested written version of verbal comments made on January 9, 2018)
Re: Forms for Clubhouse Use

For the past several months one or more drafts of proposed changes to several Clubhouse use **forms** have been circulated and published. Much work has been done to clarify the various uses, responsibilities and charges associated with the use of the Clubhouse. There are a few modifications to the most recently published version that may clarify matters and prevent future misunderstandings.

General Items:

In the Newsletter it states that the corporation's insurer is "requiring" event or rider coverage whenever "parties" of 25 or more individuals take place in the Clubhouse. While the CAU's representative suggested such coverage it is not "required" under the terms of the current policy.

What has been discussed are **forms** (CP02b and CP02c) and not the **rule** (CP02) itself.

Rule CP02 should be modified to add at the very top and before the first item, "Additional requirements and conditions for the use of the Clubhouse are contained in forms CP02a, CP02b, CP02c, CP02d, and CP02e."

In Rule CP02, item B.1.g and B.2.h, both stating a "security deposit will be held," should be modified to state that a "security deposit of \$400 will be required" as deposits will no longer be held. Alternatively both those items could be removed since Form CP02b discusses the \$400 security deposit.

On a go-forward basis the date of Board approval should be added to the bottom of all forms to ensure Members and others have notice that the Board has reviewed and approved requirements and conditions in Forms since not all requirements and conditions are contained in a Rule.

Specific Items:

Draft CP02C is titled, "Reserved Use of the Clubhouse Rules." This should say "...Clubhouse Requirements," or alternatively "...Clubhouse Conditions," as it is a part of the forms section of the Governing Documents and not the Rule section of the Governing Documents.

If it is the intent of the Board to require event coverage for certain functions then the definition of an "event" requiring such coverage should be stated in form CP02C even though it is stated in Form CP02b. Is an "event" **only** a private exclusive use of 25 or more individuals or does it include reserved non-exclusive functions with 25 or more individuals? Does the presence of alcohol make a difference regardless of the number or exclusivity?

The "Hold Harmless Indemnity" section of Form CP02b should be corrected to read, "I have read "Use of the Clubhouse" (Form Rule CP02) rules and the "Reserved use of the Clubhouse Rules Use Requirements (Form CP02c)....."

RULES AND REGULATIONS -- USE OF CLUB PROPERTY

USE OF THE CLUBHOUSE

The following rules and regulations relate to group and individual use of the Cape George Clubhouse.

Additional requirements and conditions for the use of the Clubhouse are contained in forms CP02a, CP02b, CP02c, CP02d and CP02e.

A. Who May Use the Clubhouse

1. Admission to the Clubhouse is limited to members in good standing, family members, and guests as defined in CP20, "Access to Community Owned Club Facilities by Guests and Adult Family Members". Before a member is issued a card/fob key the member must sign Form CP02-a, "Clubhouse Statement of Responsibility".
2. The Clubhouse is available for individual member use from 5 AM until 11 PM on a daily basis.
3. Before entering the Clubhouse, members should check the calendar posted on the bulletin board outside of the Clubhouse to make sure the facility is not reserved for private use or for a community sponsored event.

B. Reserved Use of the Clubhouse

1. Club members in good standing may use the Clubhouse **free of charge** for group activities that are open to the entire membership, with the following stipulations:
 - a. Members must complete a Clubhouse Use Application/Agreement (Form CP02b) and submit it for approval by the Office Assistant and Manager.
 - b. Group activities that will include participants from outside the community, in addition to Cape George Colony Club members, must be approved by the Manager. Activities that occur on a regular weekly or monthly basis need to be approved only once at the beginning of each calendar year. Other "one time activities/uses" need to be approved for each individual activity.
 - c. Notice of Clubhouse use for regularly scheduled weekly or monthly activities should be placed on the master calendar maintained in the office and should also appear on the calendar which is published monthly in the newsletter. Other "one time activities/uses" should be posted on all community bulletin boards at least two weeks prior to the event in a minimum 8 ½" x 11" format and advertised in at least one edition of the Cape George Newsletter. Cape George Colony Club committee functions are exempt.
 - d. No public advertising is permitted, which includes newspapers, organizational newsletters (except the CGCC Newsletter), internet advertising (except the CGCC e-mail list), posted flyers outside the community or metered mailings. Cape George Colony Club committee functions are exempt.
 - e. The majority of attendees at any **free of charge** functions must be Cape George Colony Club members.
 - f. Activities that involve collecting a fee or sale of a product or service will require approval of the Manager. Cape George Colony Club committee fundraisers are exempt.

RULES AND REGULATIONS -- USE OF CLUB PROPERTY

~~g. A security deposit of \$400 will be held until an inspection of the Clubhouse has been completed at the conclusion of the activity.~~

2. Club members in good standing may use the Clubhouse **for a fee** for such occasions as wedding receptions, family gatherings, and private parties that are not open to the entire membership, with the following stipulations:
 - a. Members must complete a Clubhouse Use Application/Agreement (CP02b) and submit it for approval by the Office Assistant and Manager.
 - b. No member may rent the Clubhouse for an event for which he or she is not the host. The club member renting the premises must be present and responsible at all times during the function.
 - c. Attendance is by invitation only. No public advertising is allowed, which includes newspapers, organizational newsletters, internet advertising, posted flyers, or metered mailings.
 - d. Attendance at the private rental event shall be limited to 100 persons, unless the Manager, after considering parking impacts, food service plans and other relevant factors, grants an exception allowing a larger attendance.
 - e. No fees may be charged or donations collected for any function held in the Clubhouse or in the picnic areas, except for those hosted by Cape George sanctioned committees. All fundraising must benefit the Cape George Community.
 - f. Any other uses must be approved by written request to the Board of Trustees.
 - g. Rental of the Clubhouse does NOT include the swimming pool, marina, barbeque, picnic area or gazebo.

~~h. A security deposit of \$400 will be held until an inspection of the Clubhouse has been completed at the conclusion of the activity.~~

3. Member(s) reserving the Clubhouse are granted exclusive use of the facility during the requested timeframe. All other Club member(s) will refrain from entering the Clubhouse unless they have received an invitation.
4. Blacked out dates for traditional holidays have been established so the general membership has priority for utilizing the Clubhouse facility. Members wishing to schedule a private party during these blacked out dates may still do so if a "Cape George Community" function has not been scheduled 30 days in advance. The blacked out dates include Thanksgiving Day, Christmas Day, New Year's Eve and Day, Memorial Day, the 4th of July, Labor Day, and Easter.
5. Reservations and scheduling of the Clubhouse for any event shall be made at the Club office. The Office Assistant/Administrator will contact you to schedule a time to go over both the rules and regulations, and complete and sign a "Clubhouse Use Application/Agreement" Form (Form CP02b). Rental fee and/or security deposit are due three weeks prior to the event at the time of application.

Approved at Board of Trustees Meeting, ~~10 June 2010~~ _____.

CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

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

CLUBHOUSE USE APPLICATION/AGREEMENT

Member's Name:	Telephone:
Email:	
Street Name and Number:	

Date Requested:	Hours: From _____ [] a.m. [] p.m. To _____ [] a.m. [] p.m.
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Description of Function:

Will the majority of attendees at the function be Cape George Colony Club members? [] Yes [] No
Will alcohol be served? [] Yes [] No

Proof of insurance is required. Your homeowner's insurance policy may cover this rental. If not, event insurance can be purchased. Proof of insurance listing Cape George Colony Club as additional insured must be submitted to the Office no later than one week prior to the event.

<p>No. of People:</p> <p>[] 25 or less.....\$8075</p> <p>[] 26 to 75.....\$185175</p> <p>[] 76 to 100.....\$240225</p> <p>[] 101 to 170 (Manager-approval required):\$395375 (Manager approval required).</p>	<p>Do you need to use kitchen? .. [] Yes [] No</p> <p>Do you need to use the dishes.... [] Yes [] No (includes dishes, silverware, glasses, etc.)</p> <p>Expected number of guest cars _____</p>
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Total Charge (make check payable to Cape George Colony Club) \$ _____ .00

Note: The full rental fee and deposit are is required three weeks before date of function at the time of reservation. The full rental fee and deposit will be refunded if the event is cancelled 14 days before the function. Refund requests will be submitted to the Board of Trustees for approval at their next regularly scheduled meeting.

Fee waived for community wide events, see CP02 Use of the Clubhouse for details.

SECURITY DEPOSIT

<p>Cleaning/damage deposit \$400.00</p> <p>Make separate check payable to _____ Cape George Colony Club</p> <p><u>Members reserving the Clubhouse should carefully review Form CP02d which is the "Clubhouse Inspection Sheet."</u></p>	<p><u>Deposit will be returned-refunded when, upon inspection by the Event Coordinator/Manager and/or Office Assistant, no damage has occurred and hall, kitchen and bathrooms are left in the same condition as when reserved. Refund requests will be submitted to the Board of Trustees at their next regularly scheduled meeting for If approval. If damage has been found or cleaning needs to be done, an appropriate portion of the deposit will be forfeited. Damages in excess of deposit will be charged to the reserving member. Those members reserving should carefully review Form CP02d which is the "Clubhouse Inspection Sheet."</u></p>
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HOLD HARMLESS/INDEMNITY

The Club Member, on the Member's behalf and on behalf of the persons ("Member's Guests") using the Clubhouse at or during the activity sponsored by the Member pursuant to this Agreement hereby agrees to indemnify and hold harmless the Cape George Colony Club, its Members and all its Board of Trustees, each and all, from and against any and all liability for any injury, damage, loss, charge or expense whatsoever, including, without limitation, attorneys' fees and court costs, arising out of, caused by or in any way attributable to any act, failure to act when under a legal duty to do so, or omission on the part of the Member or the Member's Guests or any of them, and the Member further agrees to indemnify and promptly reimburse the Club for the cost of any damage to the Clubhouse or its surroundings that is caused by or attributable to any act, failure to act when under a legal duty to do so, or omission of the Member or the Member's Guests or any of them including, without limitation, the costs of clean-up of the Clubhouse after the activity sponsored by the Member.

I have read "Use of the Clubhouse" (Form ~~Rule CP02~~) ~~rules~~ and the "Reserved Use of the Clubhouse Rules Use Requirements" and the "Reserved Use of the Clubhouse Requirements" (Form CP02c) and agree to be bound by their provisions.

Member's Signature:	Date:
Office Assistant: <input type="checkbox"/> recommended <input type="checkbox"/> not recommended	Date:
Manager approval required for events over 100 attendees: <div style="text-align: right;"> <input type="checkbox"/> Accepted <input type="checkbox"/> Declined </div> Comments:	Date:

RESERVED USE OF THE CLUBHOUSE RULES REQUIREMENTS

Violating any of the following Clubhouse Rules may result in the forfeiture of the security deposit or a portion thereof and could result in the revocation of future Clubhouse reserved use privileges.

1. The Clubhouse is available for reserved use by club members who are in good standing. The club member reserving the Clubhouse must be present and responsible at all times during set up, the event itself and clean up following the event.
2. Non-exclusive use of the clubhouse is available to members for activities such as exercise, bridge, creative arts, and neighborhood gatherings. While there is no charge, users must recognize that other members are allowed to freely come and go during your event. Clubhouse rules must be followed including leaving the Clubhouse in clean condition.
- 2-3. For rental use, attendance is by invitation only. No public advertising is allowed, which includes including newspapers, organizational newsletters, internet advertising, posted flyers, external email blasts or metered mailings.
- 3-4. No fees may be charged or donations collected for any event held in the Clubhouse or in the picnic areas, except for those hosted by Cape George sanctioned committees. All fundraising must benefit the Cape George Community.
- 4-5. Signs to direct guests to events must be put on free standing stakes. Any signs not on stakes will be removed. Signs may not be nailed to Cape George signs or traffic sign posts, which includes road signs and entrance signs. They must be put on free standing stakes. Any signs not on stakes will be removed. Members who fail to remove signs immediately after the event may be subject to fines (Form MIS 04-c (8/05).
- 5-6. Use of the swimming pool, marina area/dock, barbeque area and gazebo are not included in the agreement to reserve the Clubhouse. All of these areas are open to member use at all times.
- 6-7. No swimming suits, towels or wet clothing are allowed in the Clubhouse. You must be fully clothed with shoes on (no bare feet) to enter the Clubhouse.
- 7-8. The Clubhouse must be vacated by 11:00 p.m. and cannot be entered again until 8:00 a.m. the following morning without prior approval from the Office. If the event is to end after at 11:00 p.m., the member reserving must inform the Office. Assistant so the will have the gate can be programmed to close at a later time 11:30. The Clubhouse must be vacated by 12:00 midnight and cannot be entered again until 8:00 a.m. the following morning without prior approval from the Office Assistant. Sleeping overnight in the Clubhouse, parking lot, or on the beach is not allowed without prior approval from the Board of Trustees. Parking on Common Property is subject to Club Rules and Regulations.
- 8-9. Smoking is prohibited in the Clubhouse, kitchen, restrooms, and within 25 feet of any entrance.
- 9-10. Under no circumstance is Club property to be removed from the premises.
11. No furniture, including the TV and piano, is to be moved. The only exceptions are the round table and chairs with rollers and the two small upholstered chairs. The art wall cannot be covered or removed.
- 10-12. Members who reserve the Clubhouse take full responsibility for the loss, breakage, or other damage to the Clubhouse or its contents. This includes but is not limited to all dishes, appliances, pots, pans, and utensils
13. The member reserving the facility shall be responsible for complying with appropriate liquor laws. One week prior to the event, the member must provide proof of special event insurance or personal liability coverage naming Cape George as an additional insured.
- 14-14. The member reserving the facility shall be responsible for complying with appropriate liquor laws.
- 12-15. Food and beverage tables should be set up on the tiled area to assist in easy cleanup. No tables should be set up on the carpeted area rugs. Put chairs away after the event, but leave the tables up for ; the maintenance staff will to put them away.

~~13-16.~~ No decorations may be fastened to walls regardless of methods including, tape, nails, pins, or gum. There are hooks in the ceiling peak which may be used for lightweight hangings. No additional hooks may be installed. Easels are available for use.

~~14-17.~~ Each group must supply their own expendables, such as food, coffee, cream, sugar, condiments, napkins, paper plates, plastic cutlery, cups, etc. Do not use supplies marked for another event, and please remove any unused food and supplies at the conclusion of your event.

~~15.~~ Books in the bookcases are arranged alphabetically. Please return to their proper location.

~~16-18.~~ Leave the premises in clean condition (requirements on inspection sheet.)

~~17-19.~~ All cleaning must be completed by the conclusion of your reservation time or as otherwise scheduled with the Office Assistant Event Coordinator.

~~18-20.~~ ~~You are~~ The member is responsible for the removal of all garbage from the Clubhouse area. Do not use the containers outside the kitchen door or the Club's dumpsters. Noncompliance may result in loss of deposit.

~~19-21.~~ ~~Ensure~~ Insure that all outside doors are locked, windows properly secured, lights are turned off, ~~thermostat and the thermostat is set at its lowest setting (66).~~ and blinds down in all windows except those nearest restrooms before leaving premises.

~~20-22.~~ ~~Meet with the Office Assistant at a pre-determined time for your final inspection after the event. The security deposit will be returned~~ refunded after final inspection is approved completed by the Event Coordinator and submitted to the Trustees for refund.

~~21-23.~~ ~~Members who reserve take full responsibility for the loss, breakage, or other damage to the Clubhouse. This includes but is not limited to all dishes, appliances, pots, pans, and utensils.~~

~~22.~~ Keys must be turned in to the Office Assistant at the time of the final inspection.

~~24.~~ Cape George management reserves the right to have, the event coordinator or staff any staff or

~~designated volunteer check in at the event while in progress to ensure compliance with the agreement and club rules.~~

~~25.~~ It is expected that that the Clubhouse will be left in a clean, neat and orderly fashion. If the facility is not adequately cleaned after your event, charges may be deducted from your deposit. The following is a partial list of potential charges:

<u>Sweeping and mopping floors</u>	<u>\$100.00</u>
<u>Vacuum rugs</u>	<u>\$ 25.00</u>
<u>Wipe out refrigerators, ovens</u>	
<u>And counters</u>	<u>\$ 25.00</u>
<u>Clean and put away dishes</u>	<u>\$ 50.00</u>
<u>Clean Sanitizer drain</u>	<u>\$ 50.00</u>
<u>Remove trash and recycling</u>	<u>\$150.00</u>
<u>Clean bathrooms</u>	<u>\$100.00</u>
<u>Remove event signage</u>	<u>\$ 25.00</u>

~~23.~~

Cape George Manager

From: Bob <conan812@hotmail.com>
Sent: Friday, February 09, 2018 2:37 PM
To: Cape George Manager
Subject: Security cameras

Hi Sharon;

I did some research on the security cameras we talked about at the study session last month. The following is a synopsis of my research:

There are too many security cameras for wildlife to talk about individual models as many are almost identical, varying mostly by the amount of data they can hold, the amount of time between photos, and if they are color, black & white or infrared.

All but one of the critter cam models are independent of each other, meaning you could not "gang" them together. Each camera would need to have the data physically retrieved from each camera. Those cameras run between \$125 and \$250 each, so if we needed one for each section of mailboxes we are talking about 4 cameras. Additionally, each camera has its own power source to the batteries last a couple of months depending upon usage. If the cameras were in the motion detection mode they would be running several hours a day, meaning the batteries would last about 3-4 weeks each.

There is a critter cam that uses a 12-volt system so the batteries would be recharged, and would last a few months each. The problem with the 12-volt system is they are cumbersome, and the battery pack is \$250 for each camera.

There is one critter cam that is different from the rest. It can use wifi, and several cameras could be synced together, if they were within 1/4 mile of each other. That system is about \$750 per camera and needs a monthly monitoring fee of \$80 per camera. They require the monitoring fee.

I also looked into nanny cams. They are used for interior use only so would work for the shop, pool, workout room and clubhouse. The camera are \$50 to \$100 each and are disguised as light bulbs, coat hooks, and many other things.

I would recommend the nanny cams for the interior spaces we need to protect. As for the critter cams, I don't think any that are currently on the market would fit our needs. Many in a couple of years the technology would better fit our requirements.

Regards,

Bob Carter

Sent from [Mail](#) for Windows 10

February 9, 2018

To: Board of Trustees

From: Sharon Mitchel, Manager

Re: EMP01 changes

Effective January 2018 the State of Washington now requires employers to accrue sick leave for part-time employees. We needed to update EMP01 to reflect these changes, so took the opportunity to review the policy and suggest the following changes:

- Adding the term seasonal to the temporary employee classification so that our part-time/seasonal caretaker position is included in our job classifications.
- Our caretaker occasionally gets called in after hours and especially on weekends to handle water or other emergencies. These situations occasionally put him into an overtime situation. Changing the official workweek from Monday through Sunday to Saturday through Friday reduces our overtime exposure. Making this change will help our employees to better manage their time and keep within the budgeted 40 hours per week.
- We have increased the number of days the Club is allowed to extend payday after the end of the pay period. Once we began using Intuit for payroll processing, paying employees the day after the end of the pay period was no longer possible. Currently employees are often paid within 3 days, but weekends and holidays can extend the processing time to 5 or 6 days. The policy is being updated to reflect current Intuit processes.
- Sick leave has been updated for clarification and also to reflect the new WA law change requiring employers to provide sick leave to part-time employees.
- Workers' Compensation was updated to eliminate the word workmen!
- Fire Safety has been updated minimally.

Sharon

RULES AND REGULATIONS -- PERSONNEL

PERSONNEL POLICIES AND EMPLOYMENT GUIDELINES

SECTION I. GENERAL PROVISIONS

1. Administration. The Club Manager is the personnel officer of the Club.

2. Revision and Amendment. Circumstances may arise in which the Board determines that changes in this document are in the Club's best interests. For this reason, the Club reserves the right to modify, rescind or supplement any of the provisions of this document. Normally, the Club Manager will make an annual recommendation for revisions in the provisions of this document based on study and observation of their effectiveness. The Board may amend this document.

3. Personnel Records. The Club Manager shall provide for the establishment and maintenance of personnel records that reflect an individual's status during the period of his or her employment. These records include but are not limited to employment applications, report of medical condition, prior employment, work performance, disciplinary actions other than oral reprimands, personnel action forms, tax withholding and benefits information.

An employee shall have access to his or her personnel file during normal office hours. A personnel file may be inspected by any Board member, the Club Manager and any other person authorized by the Club Manager without the consent of or notice to the employee. Except as otherwise provided in this section, a personnel file shall be inspected by others only following presentation of written consent by the employee to whom the file pertains. No document shall be removed from a personnel file without prior written approval from the Club Manager and notice to the employee.

4. Conflict of Interest. It shall be the responsibility of each Club employee to remain free from indebtedness or favors which tend to create a conflict of interest between personal and Club interests, or might reasonably be interpreted as affecting the impartiality of the individual employee. If an employee is offered a gift or gratuity which could reasonably be construed, in the eyes of the members or Club officials, to be an attempt to bribe, influence or to encourage special considerations with respect to the Club, such offer shall be reported without delay to the Club Manager, who in turn will inform the Board. If there should be any doubt as to whether the gift or gratuity is of such significance as to influence the employee, the matter shall be reported to the Club Manager.

If an employee shall knowingly accept any gift or gratuity that may be reasonably construed by the Club Manager to have influence, or result in special consideration for the donor or any entitled beneficiary thereof, then, after a hearing by the Board, that employee shall be dismissed from Club employment.

5. Equal Employment Opportunity. This homeowners association assures equal employment opportunities in all policies and procedures regarding recruitment, hiring, transfers, promotions, compensation, benefits, training, and layoff and recall practices. These policies and procedures will be administered without regard to race, color, religion, ancestry, national origin and citizen status, age, sex, sexual orientation, handicap, disability, marital status, political preference, or union affiliation. The Club will give full consideration to the employment of any individual if he/she is qualified to perform the work applied for. It is the responsibility of the Club to support this non-discrimination policy in word and deed.

6. Veterans. Preference rights shall be granted to a veteran, as provided in Federal and State laws that apply to employment preferences to veterans.

7. Nepotism. The employment of two full-time employees in the same family is not permitted.

8. Minimum Age. The minimum age for Club employment shall be in accordance with minimum ages prescribed by state law.

9. Discrimination. Cape George Colony Club assures equal employment opportunities in all its policies and procedures regarding recruitment, hiring, transfers, promotions, compensations, benefits, training,

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and layoff and recall practices. These policies and procedures will be administered without regard to race, color, creed, religion, ancestry, national origin and citizen status, age, sex, handicap, disability, marital status, political preference, or union affiliation. The club will give full consideration to the employment of any individual if he/she is qualified to perform the work applied.

10. Harassment. Cape George expects that all employees will treat each other with fairness and respect. Harassment on the basis of race, religion, color, gender, age, national origin or disability or as otherwise provided under state law, will not be tolerated and is strictly prohibited. Harassment of this type is illegal and contrary to the policy of Cape George. The organization strives to foster a work environment free of harassment, discrimination, intimidation and insult. Harassment is a form of misconduct that undermines both personal and professional relationships in the workplace. Every staff member must be assured that he or she can work in an environment that is free from unwanted and unwelcome harassment and discrimination.

Any employee, who believes that he/she is the victim of any type of harassing or discriminatory conduct, should bring that conduct to the immediate attention of the Manager or Board President. A prompt and thorough investigation of all the circumstances surrounding the alleged incident will take place in a confidential manner. If the investigation discloses that an individual has committed an act of harassment or discrimination, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an employee who complains of discrimination or harassment is strictly prohibited and will result in appropriate disciplinary action.

11. Sexual Harassment. The Club prohibits sexual harassment of any employee. Any employee, who believes that he/she is the victim of any type of sexual harassment, should bring that conduct to the immediate attention of the Club Manager or Board President. The organization will conduct a prompt and thorough investigation of all the circumstances surrounding the alleged incident in a confidential nature. If the investigation discloses that an individual has committed an act of sexual harassment, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an employee who complains of harassment is strictly prohibited and will result in appropriate disciplinary action.

12. Immigration and Naturalization. Cape George Colony Club complies with immigration and naturalization laws and regulations. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

13. Driver's License. All employees whose job descriptions require a valid driver's license of a certain class, with or without endorsements, shall obtain and maintain such driver's license as a condition of employment.

An employee whose operating privilege is suspended, revoked, or canceled, who loses the privilege to operate a commercial motor vehicle in the State for any period, or who is disqualified from operating a commercial vehicle, shall not operate any Club vehicle during the period of suspension, revocation, cancellation, loss or disqualification. The employee shall notify the Club Manager of that fact at the beginning of the business day following the day the employee received notice of suspension, revocation, cancellation, or disqualification.

Violation of this section constitutes cause for termination of employment for employees whose job description requires a valid license, unless limited privileges are granted so employee does not lack a valid license.

14. Physical Condition. Before employment, an applicant may be requested to pass a physical examination conducted by a state licensed physician and paid at the Club's expense. If the Club Manager has reason to believe an employee has a physical or mental condition which substantially interferes with the employee's ability to perform his or her job duties, then the Club Manager, with written approval of the Board, may in writing require the employee to submit to a doctor's examination concerning the condition. The employee may select the doctor, provided the doctor is duly licensed in the state and specializes in the condition. Alternatively, the employee may request the Club to select the

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doctor meeting those requirements. If the Club selects the doctor, the Club shall pay for the examination, but not otherwise. If the doctor's evaluation shows the employee's condition substantially interferes with the employee's ability to perform the job duties in a safe and proficient manner, then the Club may terminate the employee, subject to law. Either way, the Club or its representative may review the employee's medical report.

15. Business Equipment and Electronic Privacy. All of Cape George Colony Club's business equipment, such as copiers, facsimile machines, computer systems (including E-mail, internet systems and electronic storage), and telephone equipment (including voicemail) are the organization's property and are to be used solely for business related purposes. There is a cost associated with the use of all of the business equipment, and the equipment must therefore be used only for business reasons. Cape George Colony Club reserves the right to access and monitor all technology resource activity on its systems.

16. Telephone Use. Cape George Colony Club's telephones are intended for the use of serving our customers and in conducting the Company's business. Personal use during business hours is discouraged except for emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line. To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours.

17. Internet and Email Use. Cape George Colony Club's employees are allowed use of the Internet and e-mail when necessary to serve our members and conduct the organization's business. Employees may use the Internet when appropriate to access information needed to conduct business. Employees may use e-mail when appropriate for business correspondence. Use of the Internet must not disrupt operation of the computer network. Use of the Internet must not interfere with an employee's productivity. Employees are responsible for using the Internet in a manner that is ethical.

SECTION II. CLASSIFICATION OF POSITIONS

1. Job Descriptions. Job descriptions shall be established and maintained by the Club Manager for each of the job classifications. Once every twelve months the Club Manager will review all job descriptions to assure descriptions are accurate. A job description may be revised or a new description may be prepared at any time in order to document the establishment of a new job classification or changes in the nature and scope of job responsibilities of an existing job.

2. Type of Employees. All employees serve at the pleasure of the Club's Board of Trustees.

Exempt Employee: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements. Exempt employees are paid on a salaried basis, and as such, cannot:

- Be paid wages or benefits on an hourly basis in addition to salary,
- Charge sick time or vacation time on an hourly basis,
- Be subject to deductions from wages in hourly increments for absences of less than a full day, or
- Be treated in any other manner as an hourly employee.

| Exempt employees must use (charge) paid leave in full day increments.

Non-Exempt Employee: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.

| **Regular Non-Exempt Full-Time Employee:** A full-time employee is considered to be part of the regular complement continuously needed for performing Club services, regularly scheduled to work at least 30 hours per week for more than 36 weeks per year. The ~~normal~~typical work schedule for all full-

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time employees is eight hours a day, five days a week, with a half-hour for unpaid lunch break and one 10-minute paid break for every two hours of work. The Club Manager is authorized to make changes in work schedules as operating needs may require.

Regular Non-Exempt Part-Time Employee: A part-time employee is any employee regularly scheduled to work less than 30 hours per week for more than 36 weeks per year, and who shall be compensated at the hourly rate established by the Club Manager, but not higher than that of full-time employees similarly situated. The work involved is to be done during a portion of a work day, such as on a morning, afternoon or night shift and totaling significantly less than a full-time position, typically less than 30 hours per week with a half-hour lunch break and one 10-minute break for every two hours of work. The Club Manager is authorized to make changes in work schedules as operating needs may require.

Part-time employees shall not accrue ~~any category of~~ paid vacation leave or receive holidays or be eligible for any other employee benefits, except as required by law.

Temporary or Seasonal Employee: A temporary or seasonal employee is hired periodically to assist the organization in meeting operational needs. A temporary or seasonal employee ~~does may not~~ work a regular schedule. A temporary or seasonal employee shall be employed initially at the hourly rate established by the Club Manager, but not higher than that of full-time employees, shall be paid only for the hours actually worked, and shall not accrue leave or receive holidays or leave allowances or any other benefits, except as required by law. A temporary or seasonal employee may fill the vacancy created by an approved leave of absence or extended illness. An employee hired to fill a temporary or seasonal position serves at the pleasure of the Club Manager, is subject to summary removal for any reason or for no reason, and may be removed from the position without right of hearing or appeal.

3. Probationary Period. A probationary period shall be in effect the first 90 days of employment for all regular full-time and part-time employees. During this period, performance interviews and evaluations may be provided. This will give the Club Manager the opportunity to learn more about you and to decide whether your job assignment is suitable to your skills and personality, all factors involving your ability to learn, initiative, attitude and conduct. During this period employees will earn but cannot use sick leave or vacation leave. Separation from employment may take place at any time without notice or disciplinary action during ~~your~~ the employee's probationary period if ~~your~~ their performance is not satisfactory.

4. Evaluations. The Club Manager shall evaluate all employees prior to the end of the 90-day introductory period and annually in October. Written evaluations will be provided and reviewed with employees by the Club Manager, using form EMP02 and based on the job description of each employee.

_____ The Board President will coordinate evaluation of the Club Manager at the end of the 90-day introductory period and annually in October. Written evaluation will be provided using form EMP02 and based on the job description of the Club Manager. Board members will have opportunity to provide written input to the Board president prior to the development of the written evaluation. The written evaluation will be composed by the Board President or designee and will be reviewed by the Board in executive session before it is delivered to the Club Manager. Written evaluation will be reviewed with the Club Manager by the Board President or designee.

_____ If employee evaluations include unsatisfactory areas of performance, a written plan of improvement will be developed, including a timeline for improvement of performance. Employees will be expected to improve as instructed in order to maintain employment.

5. Resignation. If ~~you~~ an employee wishes to resign ~~from your~~ their position, reasonable notice (at least two weeks) to the Club Manager is expected in order to ensure a smooth transition of ~~your~~ duties to a new employee.

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SECTION III. PAYROLL

1. Compensation. The policy of the Club is to provide adequate compensation to its employees. The Club Manager shall periodically review employees' pay scales and may recommend pay amendments to the Board. Pay increases are generally implemented on a calendar year basis determined in conjunction with annual approved budgets.

2. Recording of Time Worked. All non-exempt employees must record their own time worked. Under no circumstances should an employee allow his/her work time to be recorded by anyone else. Employees may be required to sign their time sheet each pay period. Meal breaks are not paid time, unless the Manager informs employees otherwise, such as a performance review lunch meeting.

3. Attendance/Punctuality. The Club Manager is accountable for monitoring attendance habits and determining the cause of any related problems. Written records will be maintained on each absence for every employee. Each employee is responsible for notifying the Club Manager prior to the start of the working day of an intended absence. Excessive absenteeism will result in negative performance reviews, and may subject the employee to discipline up to and including discharge.

4. Paid Holidays. Holidays with pay shall apply to all full-time and exempt employees of the Club. In the event a holiday falls on a Saturday, the attendance day immediately prior shall be considered a holiday. If the holiday occurs on a Sunday, the attendance day immediately after shall be considered a holiday. The Club recognizes the following paid holidays during each calendar year.

- New Year's Day.....January 1
- President's Day.....Third Monday in February
- Memorial DayLast Monday in May
- Independence DayJuly 4
- Labor DayFirst Monday in September
- Thanksgiving DayFourth Thursday in November
- Day after Thanksgiving.....Friday after Thanksgiving
- Christmas DayDecember 25
- Two Personal ~~Days~~ Holidays of Employee's choice to be taken within the calendar year
~~W~~with advance approval of Manager

To be eligible, an employee must have a continuous service date that precedes any given holiday by ninety (90) days. Full-time and exempt employees will be paid for 8 hours at their regular rate of pay or prorated based on their regularly scheduled hours per day. Employees shall not be paid for holidays occurring while they are on an approved or unapproved leave-without-pay status. Where workload permits, the Club will allow employees to take the day before or after Christmas as a non-paid holiday. Employees may use accrued paid vacation or personal holidays if available.

5. Overtime. Employees will be compensated for overtime in accordance with federal and state laws and regulations. It is recognized that overtime duty is an occasional necessity dictated by conditions most of which ordinarily cannot be foreseen. Overtime hours are calculated on a work week of Saturday through Friday.

Any Full-time non-exempt employee who is called back to work for a time that they are typically not on shift will be ~~granted paid a minimum of two paid hours, even if they actually work less than two hours.~~

Authorized overtime work on a non-work day (normally Saturdays, Sundays and holidays) or at the end of any ordinary work day, if when added to all other time worked during the same week (~~Monday through Sunday~~ Saturday through Friday) exceeds forty (40) hours, shall be paid at the rate of time and one-half.

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6. Payroll Deductions. Deductions will be made for state and federal withholding taxes (where applicable), social security taxes, and other applicable federal, state or local taxes. Garnishments and other similar required payments also fall into this category. Other deductions will be made only on written request of the employee and after approval of the Club Manager.

7. Garnishments. The Cape George Colony Club is required to honor court ordered garnishments and other attachments to employees' pay. The Club does not wish to become involved in personal finances of its employees and, therefore, strongly encourages all employees to resolve debts and financial disputes in order to avoid costly garnishment proceedings. Should an employee's personal financial situation begin to interfere with proper work performance (absenteeism, excessive personal phone calls, etc.), the employee may be subject to termination.

8. Pay Periods. Salaries will be paid bi-monthly. Pay periods end on the 10th and 25th day of each month. Accrued pay will be paid ~~on the day to employees within 6 days~~ following the end of the pay period. ~~If the day following the end of the pay period falls on a Saturday, Sunday or a holiday, accrued pay will be paid on the next regularly scheduled business day.~~

SECTION IV. BENEFITS

1. Forms of Leave

Notice of Absence by Employee: ~~If you~~ Employees are who are -unable to report for work, ~~or if you~~ will be late coming to work or have to leave early, must notify the Club Manager as soon as ~~you they~~ are aware of the situation so that alternative plans can be made. Regular attendance is required for all employees. Continued occurrences of lateness or absenteeism will result in dismissal.

Paid Vacation: Paid vacation is made available to regular full time and exempt employees, based on the following schedule:

Exempt Employees - Paid Vacation					Full-time non-exempt employees- paid vacation				
	total DAYS accrued annually	total hours accrued annually	semi- monthly HOURS accrued	Maximum Annual carryover	Based on worked hours	total hours** accrued annually	Semi- monthly accrual per hour worked	Maximum Annual carryover	Worked hour base
Year 1	10	80	3.333	40	Years 1-5	80	0.0417	40	1920
Years 2-5	15	120	5.000	60	Years 6-14	120	0.0638	60	1880
Years 6-14	20	160	6.667	80	Years 15-20	160	0.0870	80	1840
Years 15-20	25	200	8.333	80	year 21 +	200	0.1111	80	1800
Year 21 +	30	240	10.000	80	** Actual hours worked may impact the total annual hours accrued				

Employees will accrue vacation time at the beginning of employment but are not eligible to use these hours until after successfully completing the 90 day probationary period. In no event will an employee maintain a balance of vacation time greater than their annual hours earned. An exception to this rule may be granted by majority vote of the Board of Trustees. Upon resignation, retirement or termination, vacation accrued to that point in time, subject to the limits set forth herein, will be paid at the attained rate of pay.

Sick: ~~After the first month of paid, regular employment, regular full-time and exempt employees shall be entitled to one-half day of sick leave. Further sick leave may accrue at the rate of one-half day for each calendar month worked. Total accrual of sick leave shall not exceed forty (40) days. Sick leave is not compensatory upon resignation retirement or termination. Compensatory time will not be granted for accrued sick leave.~~ Exempt employees sick leave:

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- Exempt employees accrue paid sick leave at a rate of 2.5 hours of paid sick leave for every pay period worked. Sick leave does NOT accrue on unpaid or paid time off pay periods, only on pay periods with days worked.

- Paid sick leave is paid out to exempt employees at their normal daily compensation. Sick leave must be used in full day increments, per usual time recording policy.

- At year end, unused paid sick leave will be carried over to the following year. Total accrual of sick leave may shall not exceed 40 days (Maximum of 320 hours).

- Employees are entitled to use accrued paid sick leave beginning on the 90th calendar day after the start of their employment.

- Accrued sick leave time will not be paid out at termination of employment. But if an employee is rehired within 12 months of separation, that employee will have their former sick leave accrual reinstated. If original employment was terminated before the 90 days was met, then on rehire, the previous days worked will count toward meeting the 90 day waiting period.

Non-Exempt/hourly employees accrue sick leave:

- Non-Exempt/hourly employees accrue paid sick leave at a minimum rate of 1 hour of paid sick leave for every 40 hours worked, shown as 0.025 hour for every hour worked. This includes part-time and temporary workers. Sick leave does NOT accrue on paid time off hours, only on hours worked, including overtime hours.

- Paid sick leave is paid to employees at their normal hourly compensation. Sick leave may be used in 15 minute increments, per usual time recording policy.

- At year end, unused paid sick leave will be carried over to the following year. Total accrual of sick leave may shall not exceed 40 days (Maximum of 320 hours).

- Employees are entitled to use accrued paid sick leave beginning on the 90th calendar day after the start of their employment.

- Accrued sick leave time will not be paid out at termination of employment. But if an employee is rehired within 12 months of separation, that employee will have their former sick leave accrual reinstated. If original employment was terminated before the 90 days was met, then on rehire, the previous days worked will count toward meeting the 90 day waiting period.

All employees may use paid sick leave:

- To care for themselves or their family members. Family members are defined as: spouse or registered domestic partner; a child; a grandchild; a parent; a grandparent; or a sibling.

- When the employees' workplace or their child's school or place of care has been closed by a public official for any health-related reason.

- For absences that qualify for leave under the state's Domestic Violence Leave Act, RCW 79.76.

Military: A military leave of absence will be granted to employees if required under federal or state rules, statutes, and regulations.

Family and Medical Leave Act: Family and medical leave may be granted to employees on a case-by-case basis upon written application to the Board of Trustees. The Club will comply with applicable provisions, if any, of the Family and Medical Leave Act as posted in the Club's main office.

Funeral/Bereavement: Full-time or part-time employees will be granted time off with pay for funerals and bereavement leave for a maximum of three work days per year in the event of a death in the employee's immediate family (mother, father, sister, brother, wife, husband, children, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law) or at the discretion of the Manager. Compensation will be paid for normal working hours.

Leave of Absence: A leave of absence is unpaid authorized absence from work. Most leaves are discretionary and will be approved only for compelling reasons, such as medical leave, military service and extreme personal hardship. Anyone considering taking such a leave should consult the Club Manager regarding specific conditions. It is the responsibility of the employee desiring a leave to submit the request in writing at least 30 days in advance of the requested starting date of leave, except in the case of sudden disability or emergency. Approval will be given in writing. Under no circumstances will a request for leave of absence be granted if an employee is to be employed elsewhere during such a leave.

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2. Jury Duty. Jury service is considered the duty, privilege and civic responsibility of every citizen. The Club will not request an excuse from the courts for release of an employee who has been called for jury duty unless his/her absence from work would seriously hamper operation of the Club.

3. Mileage. All employees shall be paid mileage at the current federally allowed rate when carrying out official Club business and providing their own transportation. All claims for such paid travel are subject to approval by the Club Manager prior to payment and accurate records must be kept.

4. Health Plan. The Club shall provide a health and dental plan for its regular full time and exempt employees. The Board of Trustees will set the [employer](#) contribution for health plan premiums and manner of payment. ~~If employer contribution is less than 100% of premiums, employees may opt to pay their contribution portion using the Cape George Section 125 POP plan.~~

Employees can choose insurance coverage for family members provided that the additional premiums are paid monthly by the employee. ~~The employee may elect to use the Section 125 POP plan for these premiums.~~

The Board of Trustees will set the wage and benefit package for the Manager.

Temporary [and seasonal](#) workers and part-time employees are not covered by the health or dental plan.

5. ~~Workmen's~~ Worker's' Compensation Insurance. The Occupational Safety and Health Act of 1970 provides job safety and health protection for workers by promoting safe and healthful working conditions throughout the Nation. (OSHA of 1970 publication is posted in the Club's main office). The Club protects each associate against financial loss due to work-related injury or illness through [Workmen's](#) Worker's' Compensation Insurance. It is the Club's policy and the employee's responsibility to report all injuries and illnesses immediately to the Club Manager. ~~Workmen's~~ Worker's' Compensation Accident forms are available from the Club Manager. The Club Manager will provide employees with a detailed explanation of the policies and procedures regarding ~~Workmen's~~ Worker's' Compensation insurance claims.

Cape George Colony Club provides industrial insurance to cover all employees.

6. Retirement Plan (see R&R EMP04). The Club has established a retirement plan (Fortis Simple IRA) that all full-time and exempt employees are eligible to participate in, with the following restrictions:

- ~~You~~ Employees must earn a minimum of \$5,000 per year to be eligible.
- ~~You~~ Employees may, by payroll deduction, contribute up to \$6,000.00 of ~~your~~ [his/her annual yearly](#) salary to the IRA.
- The Club will match [the employee's contribution](#), dollar for dollar ~~your contribution~~, up to 3% of your annual salary.
- Failure to contribute to the IRA renders ~~you~~ [an employee](#) ineligible for further contributions from the Club.

7. Other Fringe Benefits. Full-time employees who have completed their probationary period may be eligible, at the annual discretion of the Board, for certain other fringe benefits like use of marina rampage and parking (if excess space is available), fitness room and/or pool; note that use of the clubhouse, workshop and sports court are not included. Such benefits will be provided at no charge to the employee but will be to the extent specified by the IRS, subject to taxation where a monetary value is determined to be more than de minimis. Employees will annually be required to sign a waiver of liability to utilize this option, and are expected to follow all applicable rules associated with the use of each facility.

SECTION V. GRIEVANCES

When an employee considers that he or she has a grievance in connection with working conditions or the interpretation of personnel policies, the employee shall present the grievance in writing to the Club

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Manager. The Club Manager shall record that a grievance has been submitted and note such grievance on an approved incident form. He/she will then conduct such investigations and hearings as may be appropriate and report the findings and decisions within fifteen working days to the employee.

The Club Manager may, at his or her discretion, bring the matter to the attention of the Board of Trustees. The intent of these procedures is to seek resolution of the complaint at the lowest level of the organization possible, to foster sound interpersonal relations, and to be supportive of open communication between management and employees.

The employee may also request a hearing with the Board of Trustees. The decision rendered by the Trustees shall be final.

The Club Manager can file grievances to the Board President or Vice-President, with final review by the Board.

SECTION VI. DISCIPLINE

It is the intention of the Club to be totally fair and impartial in the imposing of disciplinary action and this demands that all employees know what is expected of them.

The following rules apply to Club employees and are for the protection of the employees and Club property. Prohibited actions are:

- Use of intoxicating beverage and/or illegal drugs during working hours or lunch break
- Fighting during working hours or on Club property
- Theft of membership or Club property
- Deliberate and willful damage or destruction of Club property and/or equipment
- Bringing firearms or other weapons into the working area
- Smoking in prohibited areas
- Failure to use or wear safety equipment
- Driving a Club-owned vehicle at any time the employee's ability to do so is impaired by the use of prescription or non-prescription drugs or intoxicating substances.
- Making false claims of injury or illness
- Excessive absenteeism or tardiness
- ~~Failure to maintain affairs or personal life or e~~Engaging in any conduct that reflects badly on Cape George Colony Club
- Any other conduct in violation of the Club's rules and regulations

Each circumstance involving a potential disciplinary situation will be reviewed and carefully investigated. Violation of these rules may result in disciplinary action up to and including immediate discharge. The following procedure shall be used in disciplinary actions:

- A meeting with the employee by the Club Manager and a letter in the employee's personnel file
- A written warning is issued to the employee with a copy in the personnel file. The Board of Trustees is notified
- Three (3) days off without pay. A letter in personnel file and Board of Trustees notified
- Discharge. Employee may request a hearing before the Board of Trustees

SECTION VII. MISCELLANEOUS

1. Employee Responsibilities. Employee will be held responsible for understanding how to properly perform assigned duties. If an employee is not able to perform a part of a job assigned for any reason, it is his/her responsibility to make the fact known to the Club Manager.

It is essential to maintain accurate and current personnel records. Employees must notify the Club Manager of any change in residence address and phone number, changes in marital status, number and names of dependents, or other personal information which may directly affect benefits.

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2. Open Door Policy. No situation involving employees is free from the potential for problems to develop. In a working environment, however, it is essential that problems be dealt with quickly and effectively. The objective of an open door policy is to promptly review any questions or complaints brought to the attention of the Club Manager.

3. Confidentiality. The unauthorized disclosure of confidential information by an employee is a violation of policy and will result in disciplinary action as provided in Section VI. All information received by an employee during the course of their employment shall be considered confidential unless otherwise authorized. Members requesting information are required to complete and submit Form MIS06 – “Member Information Request Form”. All requests for information will be directed to the Club Manager for his/her approval. Care should be taken to prevent confidential discussions from being overheard by other members who are not involved.

4. Public Relations/Courtesy. If an employee has a complaint, it is his/her responsibility to communicate this in a clear and timely manner to the Club Manager. Similarly, information which is important to the operation of the Club must be communicated to the proper person. Good communication can involve use of the telephone, be written or occur face to face.

When you telephone any place of business, you expect courtesy. This affects your beliefs about the company as a whole. Similarly, the public, whether they are members, members’ families or friends, vendors, or the general public, judge us based on personal contact or telephone conversations. Often the telephone is the only contact with us. Discuss all matters with the same courtesy that you would appreciate, and treat every call or contact as extremely important - because it is!

When you answer the phone, state the Club’s full name and your name.

5. Solicitation/Distribution. Solicitation, such as selling products or services, is prohibited in the work place during working time. Distribution of literature by employees is prohibited at any time in the working areas. Working time includes break time and lunch time, but does not include time before and after work. Working areas are those areas in which an employee works, but does not include break areas.

6. Dress and Grooming. In an informal work environment employees are expected to wear neat and clean clothing which would meet the requirement of their particular job function.

7. Incident Reports. In the event of an incident (an occurrence out of the ordinary such as a theft, disturbance, or property damage, or conflicts with members) the employee shall notify and review it with the Club Manager.

8. Theft. If at any time an unauthorized person is observed tampering with or removing property belonging to either the Club, a property owner, or an employee, the matter should immediately be reported to the Club Manager. The complete support and cooperation of all employees is imperative if theft is to be prevented.

9. Notices/Messages/Bulletin Boards. Cape George will maintain bulletin boards (if needed) for keeping employees informed on changes in federal and state labor laws, payroll deduction information, messages, and other information pertinent to Club employees.

10. Fire and Safety Regulations and Procedures. It is the responsibility of each employee to be fully aware of his/her role in case of fire. Fire plans are posted and otherwise available from supervisors.

- Fire Exit signs are posted and should be noted
- Be aware where fire extinguishers are located
- Request instruction in the use of fire extinguishers
- Always be aware that your safety comes first

11. Smoking and Use of Tobacco. In keeping with the Club’s intent to provide a safe and healthful

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work environment, smoking in the workplace and Club-owned buildings is prohibited, except in those locations that have been specifically designated as smoking areas. This policy applies equally to all employees, members, and visitors.

Approved at Board of Trustees Meeting dated: December 10, 2009.

Approved at Board of Trustees Meeting dated: February 11, 2010.

Approved at Board of Trustees Meeting dated: May 12, 2011.

Approved at Board of Trustees Meeting dated: December 15, 2011.

Approved at Board of Trustees Meeting dated: February 14, 2014.

Approved at Board of Trustees Meeting dated: February 12, 2015.

~~Richard Hilfer~~ [Katie Habegger](#), President

~~Carol Wood~~, Secretary

Per-Vehicle Summary Report: 2

Station ID : 2

Info Line 1 : S Palmer

Info Line 2 : Between 190 & 220

GPS Lat/Lon :

Source File : 2 (PerVeh, 0942-010518 To 0850-011518)

Last Connected Device Type : RoadRunner3

Version Number : 1.32

Serial Number : 160768

Number of Lanes : 2

Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

Average Daily Traffic (ADT)

Weekday			Weekend			Total ADT		
Cars :	208	(99%)	Cars :	160	(99%)	Cars :	188	(99%)
Trucks :	1	(1%)	Trucks :	1	(1%)	Trucks :	1	(1%)
Total :	210		Total :	161		Total :	190	

Speed Totals

50 % :	21.6 mph	Top Speed :	47.1 mph	Average Truck Speed :	18.8 mph
85 % :	26.2 mph	Low Speed :	7.3 mph	Average Car Speed :	21.7 mph
Avg :	21.7 mph	10mph Pace Speed :	16.5 - 26.4 (74.7%)		

Peak Hour Totals

AM Peak Hour (Volume)	AM Peak Hour (Speed)
Weekday : 10:00 - 11:00 (Avg 19)	00:00 - 01:00 (33.2 mph)
Weekend : 09:45 - 10:45 (Avg 17)	00:15 - 01:15 (30.8 mph)
PM Peak Hour (Volume)	PM Peak Hour (Speed)
Weekday : 14:45 - 15:45 (Avg 27)	22:00 - 23:00 (30.0 mph)
Weekend : 14:30 - 15:30 (Avg 18)	20:15 - 21:15 (26.9 mph)

Grand Totals

Total Cars :	1866 (188 ADT)	Average Length :	9.4 ft	Average Headway :	383.5 sec
Total Trucks :	14 (1 ADT)	Average Axles :	2.0	Average Gap :	383.2 sec
Total Volume :	1880 (190 ADT)				

Classification Summary Report: 2

Station ID : 2

Info Line 1 : S Palmer
 Info Line 2 : Between 190 & 220

Last Connected Device Type : RoadRunner3

Version Number : 1.32
 Serial Number : 160768

GPS Lat/Lon :

Source File : 2 (PerVeh, 0942-010518 To 0850-011518)

Number of Lanes : 2
 Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

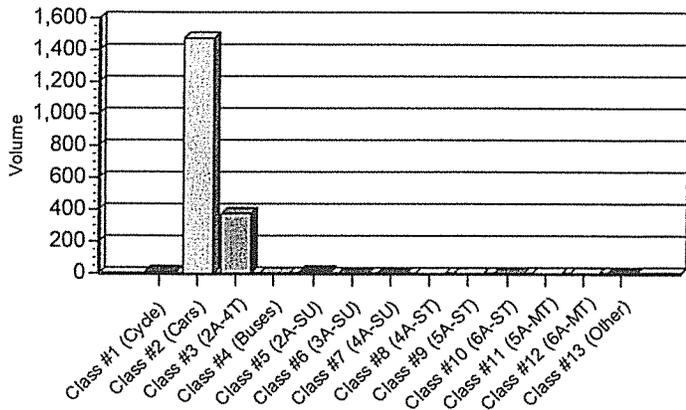
Axle Class Summary:

(DEFAULTC)		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	Total
Description	Lane	Cycle	Cars	2A-4T	Buses	2A-SU	3A-SU	4A-SU	4A-ST	5A-ST	6A-ST	5A-MT	6A-MT	Other	
Total Count :	#1.	5	632	261	0	5	1	0	0	0	0	0	0	1	905
	#2.	4	845	119	0	6	1	0	0	0	0	0	0	0	975
		9	1477	380	0	11	2	0	0	0	0	0	0	1	1880
Percents :	#1.	1%	70%	29%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	48%
	#2.	0%	87%	12%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	52%
		0%	79%	20%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	

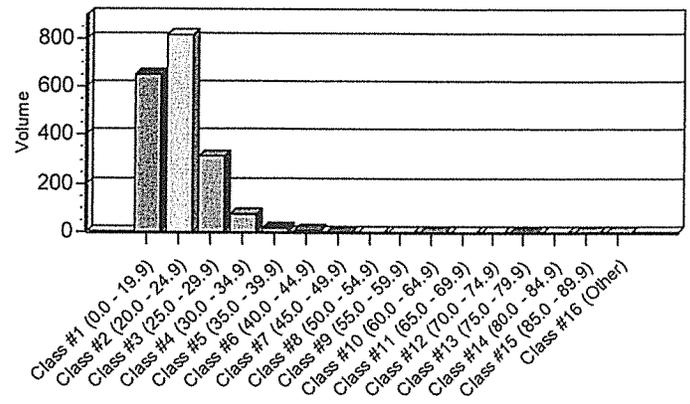
Speed Class Summary:

(DEFAULTX)		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15	#16	Total
		0.0 - 19.9	20.0 - 24.9	25.0 - 29.9	30.0 - 34.9	35.0 - 39.9	40.0 - 44.9	45.0 - 49.9	50.0 - 54.9	55.0 - 59.9	60.0 - 64.9	65.0 - 69.9	70.0 - 74.9	75.0 - 79.9	80.0 - 84.9	85.0 - 89.9	Other	
Total Count :	#1.	283	372	182	49	13	5	1	0	0	0	0	0	0	0	0	0	905
	#2.	368	444	134	24	3	2	0	0	0	0	0	0	0	0	0	0	975
		651	816	316	73	16	7	1	0	0	0	0	0	0	0	0	0	1880
Percents :	#1.	31%	41%	20%	5%	1%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	48%
	#2.	38%	46%	14%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	52%
		35%	43%	17%	4%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Avg, 50, 67, 85 :	#1.	20.4	22.4	24.2	28.0	Pace (pace %) :					20.1 - 30.0	61.2%	Days & ADT : #1.				10.0	91
	#2.	18.8	21.5	23.2	25.9						19.9 - 29.8	59.4%	#2.				10.0	98
		19.6	21.9	23.7	27.1						19.9 - 29.8	60.3%					10.0	189

Axle Class vs. Volume (all lanes)



Speed Class vs. Volume (all lanes)



Per-Vehicle Summary Report: 3

Station ID : 3

Info Line 1 : N Palmer
 Info Line 2 : Between 67 and 66

GPS Lat/Lon :
 DB File : 3.DB

Last Connected Device Type : RoadRunner3
 Version Number : 1.32
 Serial Number : 160768
 Number of Lanes : 2
 Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

Average Daily Traffic (ADT)

<u>Weekday</u>		<u>Weekend</u>		<u>Total ADT</u>	
Cars :	615 (97%)	Cars :		Cars :	615 (97%)
Trucks :	13 (3%)	Trucks :		Trucks :	13 (3%)
Total :	628	Total :		Total :	628

Speed Totals

50 % :	20.3 mph	Top Speed :	45.6 mph	Average Truck Speed :	17.5 mph
85 % :	25.3 mph	Low Speed :	6.0 mph	Average Car Speed :	20.3 mph
Avg :	20.3 mph	10mph Pace Speed:	15.3 - 25.2 (70.9%)		

Peak Hour Totals

<u>AM Peak Hour (Volume)</u>		<u>AM Peak Hour (Speed)</u>	
Weekday : 10:45 - 11:45 (Avg 56)		05:45 - 06:45 (27.0 mph)	
Weekend :			
<u>PM Peak Hour (Volume)</u>		<u>PM Peak Hour (Speed)</u>	
Weekday : 14:00 - 15:00 (Avg 72)		22:30 - 23:30 (24.2 mph)	
Weekend :			

Grand Totals

Total Cars :	2486 (615 ADT)	Average Length :	9.8 ft	Average Headway :	118.8 sec
Total Trucks :	53 (13 ADT)	Average Axles :	2.0	Average Gap :	118.4 sec
Total Volume :	2539 (628 ADT)				

Classification Summary Report: 3

Station ID : 3

Info Line 1 : N Palmer
 Info Line 2 : Between 67 and 66

GPS Lat/Lon :

Source File : 3 (PerVeh, 0908-011518 To 0916-011918)

Last Connected Device Type : RoadRunner3

Version Number : 1.32
 Serial Number : 160768

Number of Lanes : 2
 Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

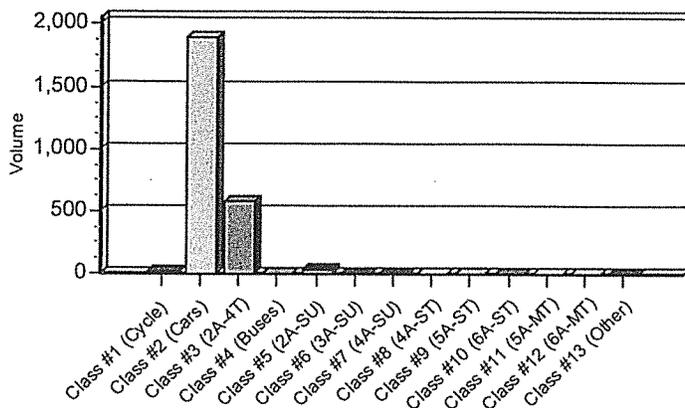
Axle Class Summary:

(DEFAULTC)		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	Total
Description	Lane	Cycle	Cars	2A-4T	Buses	2A-SU	3A-SU	4A-SU	4A-ST	5A-ST	6A-ST	5A-MT	6A-MT	Other	
Total Count :	#1.	15	1048	251	2	20	3	1	0	1	0	2	0	0	1343
	#2.	6	846	319	2	17	2	0	2	0	1	0	0	0	1195
		21	1894	570	4	37	5	1	2	1	1	2	0	0	2538
Percents :	#1.	1%	78%	19%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	53%
	#2.	1%	71%	27%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	47%
		1%	75%	22%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	

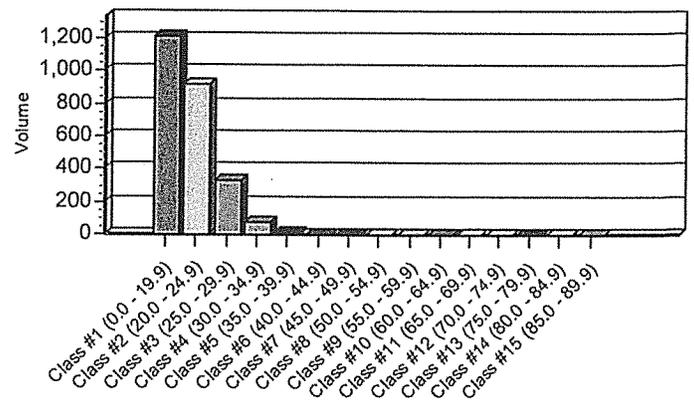
Speed Class Summary:

(DEFAULTX)		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15	#16	Total	
		0.0 - 19.9	20.0 - 24.9	25.0 - 29.9	30.0 - 34.9	35.0 - 39.9	40.0 - 44.9	45.0 - 49.9	50.0 - 54.9	55.0 - 59.9	60.0 - 64.9	65.0 - 69.9	70.0 - 74.9	75.0 - 79.9	80.0 - 84.9	85.0 - 89.9	Other		
Total Count :	#1.	720	510	101	10	0	2	0	0	0	0	0	0	0	0	0	0	0	1343
	#2.	491	402	231	59	11	0	1	0	0	0	0	0	0	0	0	0	0	1195
		1211	912	332	69	11	2	1	0	0	0	0	0	0	0	0	0	0	2538
Percents :	#1.	54%	38%	8%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	53%
	#2.	41%	34%	19%	5%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	47%
		48%	36%	13%	3%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Avg, 50, 67, 85 :	#1.	16.2	18.5	21.9	24.1	Pace (pace %) :					15.0 - 24.9	50.0%	Days & ADT : #1.					4.0	336
	#2.	19.0	21.4	23.9	27.7						19.9 - 29.8	53.1%	#2.					4.0	299
		17.5	20.4	22.7	25.6						19.9 - 29.8	49.1%						4.0	635

Axle Class vs. Volume (all lanes)



Speed Class vs. Volume (all lanes)



Per-Vehicle Summary Report: 4

Station ID : 4

Info Line 1 : N Palmer
 Info Line 2 : Between 150 and 151

GPS Lat/Lon :
 DB File : 4.DB

Last Connected Device Type : RoadRunner3
 Version Number : 1.32
 Serial Number : 160768
 Number of Lanes : 2
 Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

Average Daily Traffic (ADT)

Weekday		Weekend		Total ADT	
Cars :	368 (97%)	Cars :	266 (98%)	Cars :	340 (97%)
Trucks :	9 (3%)	Trucks :	4 (2%)	Trucks :	7 (3%)
Total :	378	Total :	270	Total :	347

Speed Totals

50 % :	20.9 mph	Top Speed :	52.8 mph	Average Truck Speed :	26.3 mph
85 % :	25.7 mph	Low Speed :	6.8 mph	Average Car Speed :	21.1 mph
Avg :	21.3 mph	10mph Pace Speed:	15.8 - 25.7 (75.5%)		

Peak Hour Totals

AM Peak Hour (Volume)	AM Peak Hour (Speed)
Weekday : 10:15 - 11:15 (Avg 28)	04:30 - 05:30 (26.9 mph)
Weekend : 10:15 - 11:15 (Avg 24)	03:30 - 04:30 (26.1 mph)
PM Peak Hour (Volume)	PM Peak Hour (Speed)
Weekday : 12:30 - 13:30 (Avg 40)	21:15 - 22:15 (26.2 mph)
Weekend : 13:45 - 14:45 (Avg 31)	23:00 - 24:00 (36.4 mph)

Grand Totals

Total Cars :	2423 (340 ADT)	Average Length :	9.5 ft	Average Headway :	201.6 sec
Total Trucks :	56 (7 ADT)	Average Axles :	2.0	Average Gap :	201.2 sec
Total Volume :	2479 (347 ADT)				

Classification Summary Report: 4

Station ID : 4

Info Line 1 : N Palmer

Info Line 2 : Between 150 and 151

GPS Lat/Lon :

DB File : 4.DB

Last Connected Device Type : RoadRunner3

Version Number : 1.32

Serial Number : 160768

Number of Lanes : 2

Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

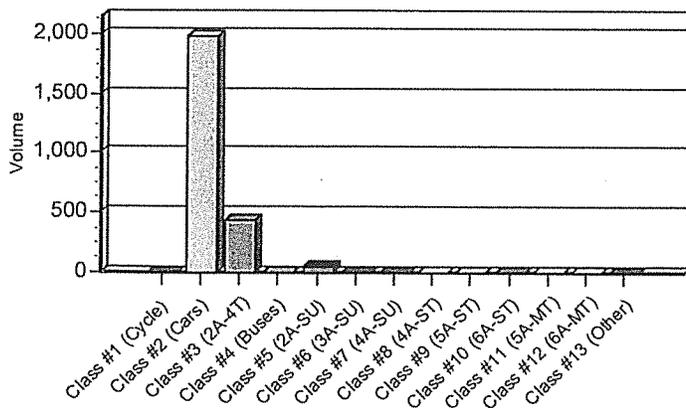
Axle Class Summary:

(DEFAULTC)		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	Total
Description	Lane	Cycle	Cars	2A-4T	Buses	2A-SU	3A-SU	4A-SU	4A-ST	5A-ST	6A-ST	5A-MT	6A-MT	Other	
Total Count :	#1.	1	678	214	0	33	2	0	1	0	0	0	0	2	931
	#2.	5	1302	223	5	12	0	1	0	0	0	0	0	0	1548
		6	1980	437	5	45	2	1	1	0	0	0	0	2	2479
Percents :	#1.	0%	73%	23%	0%	4%	0%	0%	0%	0%	0%	0%	0%	0%	38%
	#2.	0%	84%	14%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	62%
		0%	80%	18%	0%	2%	0%	0%	0%	0%	0%	0%	0%	0%	

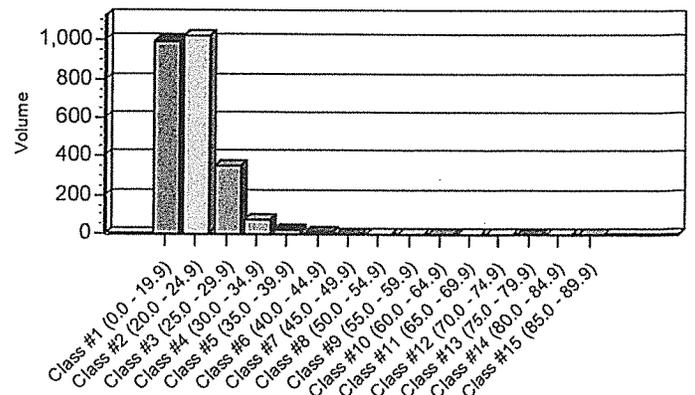
Speed Class Summary:

(DEFAULTX)		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15	#16	Total	
		0.0 - 19.9	20.0 - 24.9	25.0 - 29.9	30.0 - 34.9	35.0 - 39.9	40.0 - 44.9	45.0 - 49.9	50.0 - 54.9	55.0 - 59.9	60.0 - 64.9	65.0 - 69.9	70.0 - 74.9	75.0 - 79.9	80.0 - 84.9	85.0 - 89.9	Other		
Total Count :	#1.	185	363	285	65	21	8	3	1	0	0	0	0	0	0	0	0	931	
	#2.	813	662	70	3	0	0	0	0	0	0	0	0	0	0	0	0	1548	
		998	1025	355	68	21	8	3	1	0	0	0	0	0	0	0	0	2479	
Percents :	#1.	20%	39%	31%	7%	2%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	38%	
	#2.	53%	43%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	62%	
		40%	41%	14%	3%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Avg, 50, 67, 85 :	#1.	22.8	23.8	26.5	29.1	Pace (pace %) :					20.1 - 30.0	69.6%	Days & ADT : #1.					7.1	131
	#2.	16.2	18.8	21.8	23.7						15.0 - 24.9	53.6%	#2.					7.1	218
		18.6	21.3	23.2	26.3						19.9 - 29.8	55.8%						7.1	349

Axle Class vs. Volume (all lanes)



Speed Class vs. Volume (all lanes)



Per-Vehicle Summary Report: 5

Station ID : 5

Info Line 1 : Sunset
 Info Line 2 : Between 340 & 360

GPS Lat/Lon :
 DB File : 5.DB

Last Connected Device Type : RoadRunner3
 Version Number : 1.32
 Serial Number : 160768
 Number of Lanes : 2
 Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

Average Daily Traffic (ADT)

<u>Weekday</u>			<u>Weekend</u>			<u>Total ADT</u>		
Cars :	126	(98%)	Cars :	127	(100%)	Cars :	126	(98%)
Trucks :	2	(2%)	Trucks :	0	(0%)	Trucks :	1	(2%)
Total :	128		Total :	127		Total :	128	

Speed Totals

50 % :	20.7 mph	Top Speed :	38.4 mph	Average Truck Speed :	16.1 mph
85 % :	25.4 mph	Low Speed :	6.0 mph	Average Car Speed :	20.8 mph
Avg :	20.8 mph	10mph Pace Speed:	15.1 - 25.0 (75.6%)		

Peak Hour Totals

<u>AM Peak Hour (Volume)</u>		<u>AM Peak Hour (Speed)</u>	
Weekday :	10:45 - 11:45 (Avg 10)	01:00 - 02:00	(25.2 mph)
Weekend :	10:30 - 11:30 (Avg 12)	10:00 - 11:00	(22.2 mph)
<u>PM Peak Hour (Volume)</u>		<u>PM Peak Hour (Speed)</u>	
Weekday :	14:00 - 15:00 (Avg 15)	19:15 - 20:15	(26.5 mph)
Weekend :	14:30 - 15:30 (Avg 17)	19:45 - 20:45	(27.2 mph)

Grand Totals

Total Cars :	866 (	126 ADT)	Average Length :	9.9 ft	Average Headway :	564.6 sec
Total Trucks :	10 (	1 ADT)	Average Axles :	2.0	Average Gap :	564.3 sec
Total Volume :	876 (	128 ADT)				

Classification Summary Report: 5

Station ID : 5

Info Line 1 : Sunset
 Info Line 2 : Between 340 & 360

GPS Lat/Lon :

Source File : 5 (PerVeh, 1240-012618 To 0842-020218)

Last Connected Device Type : RoadRunner3

Version Number : 1.32

Serial Number : 160768

Number of Lanes : 2

Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

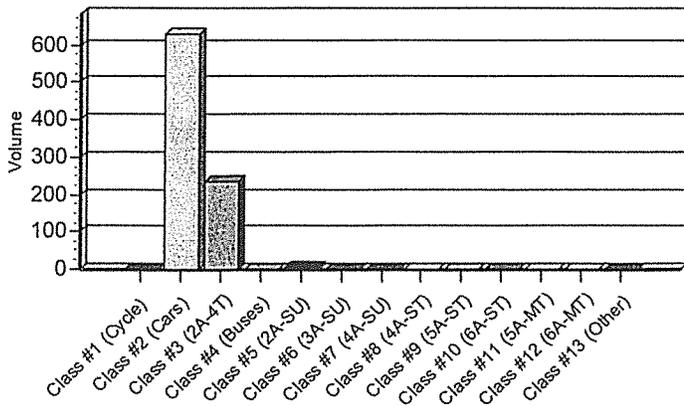
Axle Class Summary:

(DEFAULT)		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	Total
Description	Lane	Cycle	Cars	2A-4T	Buses	2A-SU	3A-SU	4A-SU	4A-ST	5A-ST	6A-ST	5A-MT	6A-MT	Other	
Total Count :	#1.	0	308	83	0	2	0	0	0	0	0	0	0	0	393
	#2.	1	322	152	0	6	1	0	0	0	0	0	0	1	483
		1	630	235	0	8	1	0	0	0	0	0	0	1	876
Percents :	#1.	0%	78%	21%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	45%
	#2.	0%	67%	31%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	55%
		0%	72%	27%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	

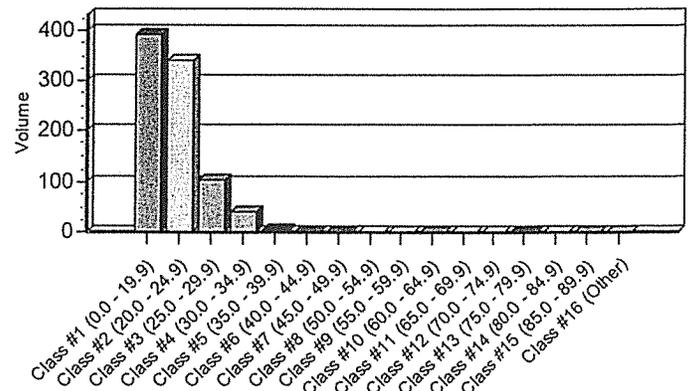
Speed Class Summary:

(DEFAULT)		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15	#16	Total	
		0.0 - 19.9	20.0 - 24.9	25.0 - 29.9	30.0 - 34.9	35.0 - 39.9	40.0 - 44.9	45.0 - 49.9	50.0 - 54.9	55.0 - 59.9	60.0 - 64.9	65.0 - 69.9	70.0 - 74.9	75.0 - 79.9	80.0 - 84.9	85.0 - 89.9	Other		
Total Count :	#1.	225	139	25	3	1	0	0	0	0	0	0	0	0	0	0	0	393	
	#2.	166	201	79	35	2	0	0	0	0	0	0	0	0	0	0	0	483	
		391	340	104	38	3	0	0	0	0	0	0	0	0	0	0	0	876	
Percents :	#1.	57%	35%	6%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	45%	
	#2.	34%	42%	16%	7%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	55%	
		45%	39%	12%	4%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Avg, 50, 67, 85 :	#1.	15.7	15.2	21.6	23.8	Pace (pace %) :					15.0 - 24.9	43.8%	Days & ADT : #1.					6.8	58
	#2.	19.8	22.0	23.7	27.7						20.1 - 30.0	58.0%	#2.					6.8	71
		18.0	20.8	22.9	25.8						19.9 - 29.8	50.8%						6.8	128

Axle Class vs. Volume (all lanes)



Speed Class vs. Volume (all lanes)



Per-Vehicle Summary Report: 6

Station ID : 6

Info Line 1 : Dennis Blvd
 Info Line 2 : Between 300 & 301

Last Connected Device Type : RoadRunner3
 Version Number : 1.32
 Serial Number : 160768

GPS Lat/Lon :

Source File : 6 (PerVeh, 0851-020218 To 0811-020918)

Number of Lanes : 2
 Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

Average Daily Traffic (ADT)

<u>Weekday</u>			<u>Weekend</u>			<u>Total ADT</u>		
Cars :	53	(99%)	Cars :	40	(100%)	Cars :	49	(99%)
Trucks :	0	(1%)	Trucks :	0	(0%)	Trucks :	0	(1%)
Total :	53		Total :	40		Total :	49	

Speed Totals

50 % :	15.8 mph	Top Speed :	25.8 mph	Average Truck Speed :	16.1 mph
85 % :	19.4 mph	Low Speed :	5.7 mph	Average Car Speed :	15.6 mph
Avg :	15.6 mph	10mph Pace Speed:	10.2 - 20.1 (82.4%)		

Peak Hour Totals

<u>AM Peak Hour (Volume)</u>	<u>AM Peak Hour (Speed)</u>
Weekday : 08:00 - 09:00 (Avg 4)	06:15 - 07:15 (20.2 mph)
Weekend : 10:45 - 11:45 (Avg 3)	09:15 - 10:15 (22.1 mph)
<u>PM Peak Hour (Volume)</u>	<u>PM Peak Hour (Speed)</u>
Weekday : 13:45 - 14:45 (Avg 6)	22:00 - 23:00 (18.8 mph)
Weekend : 12:00 - 13:00 (Avg 7)	19:45 - 20:45 (18.8 mph)

Grand Totals

Total Cars :	345 (	49 ADT)	Average Length :	9.4 ft	Average Headway :	1270.7 sec
Total Trucks :	2 (	0 ADT)	Average Axles :	2.0	Average Gap :	1270.3 sec
Total Volume :	347 (	49 ADT)				

Classification Summary Report: 6

Station ID : 6

Info Line 1 : Dennis Blvd
 Info Line 2 : Between 300 & 301

Last Connected Device Type : RoadRunner3

Version Number : 1.32
 Serial Number : 160768

GPS Lat/Lon :

Number of Lanes : 2
 Posted Speed Limit : 0.0 mph

Source File : 6 (PerVeh, 0851-020218 To 0811-020918)

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

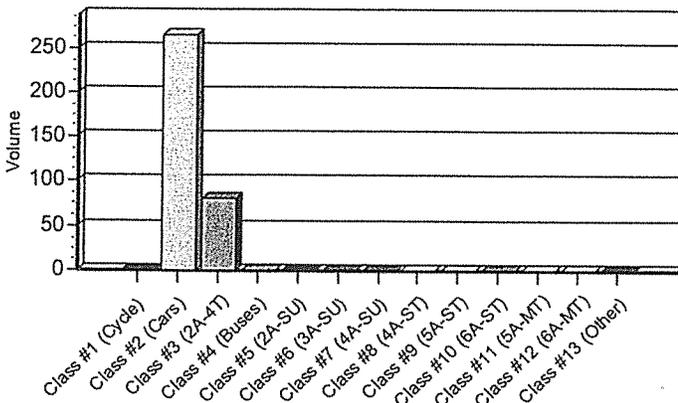
Axle Class Summary:

(DEFAULT)	Description	Lane	#1 Cycle	#2 Cars	#3 2A-4T	#4 Buses	#5 2A-SU	#6 3A-SU	#7 4A-SU	#8 4A-ST	#9 5A-ST	#10 6A-ST	#11 5A-MT	#12 6A-MT	#13 Other	Total
Total Count :	#1.		0	160	32	0	0	0	0	0	0	0	0	0	0	192
	#2.		0	105	48	0	1	0	1	0	0	0	0	0	0	155
			0	265	80	0	1	0	1	0	0	0	0	0	0	347
Percents :	#1.		0%	83%	17%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	55%
	#2.		0%	68%	31%	0%	1%	0%	1%	0%	0%	0%	0%	0%	0%	45%
			0%	76%	23%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	

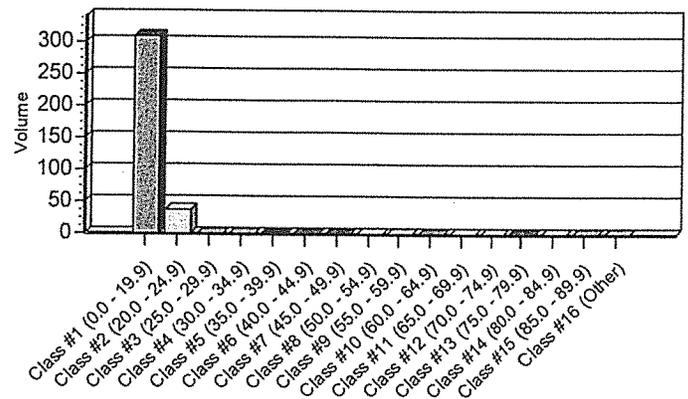
Speed Class Summary:

(DEFAULT)	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15	#16	Total	
	0.0 - 19.9	20.0 - 24.9	25.0 - 29.9	30.0 - 34.9	35.0 - 39.9	40.0 - 44.9	45.0 - 49.9	50.0 - 54.9	55.0 - 59.9	60.0 - 64.9	65.0 - 69.9	70.0 - 74.9	75.0 - 79.9	80.0 - 84.9	85.0 - 89.9	Other		
Total Count :	#1.	180	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	192
	#2.	129	25	1	0	0	0	0	0	0	0	0	0	0	0	0	0	155
		309	37	1	0	0	0	0	0	0	0	0	0	0	0	0	0	347
Percents :	#1.	94%	6%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	55%
	#2.	83%	16%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	45%
		89%	11%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Avg. 50, 67, 85 :	#1.	10.8	10.4	12.4	14.6	Pace (pace %) :					5.7 - 15.6	83.9%	Days & ADT : #1.			7.0	28	
	#2.	12.1	10.8	12.4	21.9						6.0 - 15.9	83.2%	#2.			7.0	22	
		11.4	11.2	14.9	18.7						9.6 - 19.5	46.4%				7.0	50	

Axle Class vs. Volume (all lanes)



Speed Class vs. Volume (all lanes)



CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

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

RESOLUTION

No: 2-12-18

Whereas the Board of Trustees of Cape George Colony Club is authorized to transfer Reserve Funds, and

Whereas the Board deems it necessary to make such transfer as outlined:

Marina Reserve Account
To General Checking Account-----\$325.00

Be it resolved that \$325.00 be transferred from the Marina Reserve Account to the Cape George Colony Club General Checking Account to reimburse for contract review and preparation for the Marina Dock Electric project.

Dated this 12th day of February 2018.

Note: Invoice paid from General Checking:

James Strichartz, Attorney	<u>\$ 325.00</u>
Total	\$ 325.00

CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

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

RESOLUTION

No: 2-13-18

Whereas the Board of Trustees of Cape George Colony Club is authorized to transfer Reserve Funds, and

Whereas the Board deems it necessary to make such transfer as outlined:

General Reserve Account
To General Checking Account-----\$3,060.37

Be it resolved that \$3,060.37 be transferred from the General Reserve Account to the Cape George Colony Club General Checking Account to reimburse for for sheetrock repair and painting of the swimming pool room.

Dated this 13th day of February 2018.

Note: Invoices paid:

Pacific Drywall- pool sheetrock repair	\$3,052.00
Peninsula Paint – paint sample	<u>\$ 8.37</u>
Total	\$3,060.37

CAPE GEORGE COLONY CLUB
ELECTRICAL CONSTRUCTION CONTRACT

This agreement is entered into this 22nd day of January, 2018, by and between Cape George Colony Club, a Washington nonprofit corporation, (the "Association") whose address is 61 Cape George Dr., Port Townsend, WA 98368 and DF Electric, Inc. a Washington corporation (hereinafter the Contractor") whose address PO Box 7205, Tacoma, WA 98417-0205.

1. WORK TO BE PERFORMED: The Work to be performed and supplied under this Agreement for the Contract Sum provided below is the entire scope of work shown, described and provided for the Base Bid plus Option 4 on Contractor's proposal dated May 26, 2017 on the Marina at Cape George Colony Club, including all labor, materials, equipment, and services necessary to complete the Work in the manner provided for in this Agreement. The work to be performed by the Contractor is herein called the "Contract Work" or "Work" and the improvement of which the Contract Work is a part is called the "Project".

2. CONTRACT DOCUMENTS: This agreement consists of this Construction Contract and any written modifications or Change Orders issued after execution of this Agreement, and the following additional documents to the extent not inconsistent herewith:

- a. Contractor's proposal dated May 26, 2017, a copy of which is attached hereto as Exhibit A.
- b. Contractor's Certificate of Insurance dated January 22, 2018.

Execution of this agreement by the Contractor is a representation that the Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work therein to enter into the Agreement and that the Contract Documents are sufficient to enable it to perform the Work outlined therein, and otherwise to fulfill all its obligations under this Agreement, including, but not limited to, Contractor's obligation to perform the Work for an amount not in excess of the Contract Sum on or before the date(s) of substantial completion established in this Agreement. The Contractor further acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Contractor specifically represents and warrants to the Association that it has, by careful examination, satisfied itself as to: (1) the nature, location, and character of the Work and site, including, without limitation, the conditions of the site and all structures and obstructions thereon and thereunder, both natural and man-made; (2) the nature, location, and character of the general area in which the Condominium is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents. In connection with the foregoing, and having carefully examined all Contract Documents, and having visited the site, the Contractor acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in the Contract Documents and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify the Association of that fact.

3. PERFORMANCE STANDARDS: The Work must be performed and completed in accordance with all requirements of law and no Work shall be undertaken until Contractor has been issued all required permits. Unless otherwise specified in this Agreement, the Work must be performed in accordance with the best modern practice and with materials and workmanship of the highest quality. Contractor shall check and verify all dimensions, grades, and levels before commencement of performance and whenever necessary during the progress thereof.

4. CONTRACT SUM: The Association shall pay the Contractor for the complete performance of the Work, subject to additions and deductions by Change Orders as provided in this Agreement, Ninety One Thousand Nine Hundred and Thirty-Five Dollars (\$91,935.00) plus Washington State sales tax (the "Contract Sum").

- a. Each payment invoice shall be accompanied by receipts showing that labor and materials have been paid. See also paragraphs 16 and 17 of this agreement regarding final payment and completion which supersede the proposal.
- b. Interest on any delinquent payment shall be at a rate of 8% per annum. Also refer to Final Payment and Payments and Completions, paragraphs 16 and 17 of this Agreement.

5. JOB SITE: The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the assigned task. The Contractor at all times shall keep the job site free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work it shall remove all its waste materials and rubbish from and about the job site as well as its tools, construction equipment, machinery and surplus materials. The Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, the safety of persons and property and their protection from damage, injury, or loss. Contractor shall provide leak repair response within twenty-four (24) hours of request by the Association during the course of performance of the Work under this Agreement.

6. STORAGE OF MATERIALS: Materials and equipment shall be stored in a neat and orderly manner, taking all necessary precautions to prevent fire hazards and spontaneous combustion and to conform to the requirements of all applicable regulatory agencies and insurance policies.

7. EQUIPMENT AND MATERIALS: The Contractor shall furnish all labor, tools, scaffolding, ladders, equipment, supplies and materials required in performing all Work under this Agreement. The Association assumes no liability or responsibility for the care, safety, or preservation of any tools, machinery, equipment, material, or supplies and all risks thereof are assumed by Contractor.

8. SAFETY PROCEDURES: Contractor shall at all times take all necessary and customary precautions in introducing and maintaining safety measures to protect the persons and property of others on or adjacent to the Work site against all damage, loss, or injury resulting from the Work involved under this Agreement. Protective arrangements will be taken in all instances to prevent Work operations from in any way damaging the premises or any personal property or any other work or operations, and from causing or allowing any pollution to leak, flow, or escape into any waterway or sewer. Contractor's obligation to protect shall include the duty to provide, place, and adequately maintain at or about the Site suitable and

sufficient guards, lights, barricades, and enclosures. Contractor shall dispose of all hazardous materials used or produced in connection with this Agreement in the manner required by law.

9. PERMITS AND TAXES: The Contractor shall secure and pay for all permits, fees, and licenses necessary for the performance of this Agreement. The Contractor shall pay any and all federal, state, and municipal taxes for which the Contractor may be liable in carrying out this agreement.

10. INDEPENDENT CONTRACTOR STATUS: Contractor shall, at all times, be deemed to be an independent contractor and free of any control by the Association in selecting the method or means of Contractor's Work. Nothing herein shall be construed as creating the relationship of employer and employee between the parties. The Association shall not be liable for any negligent, reckless, or intentional acts or omissions of the Contractor, nor shall the Contractor bind or attempt to bind the Association in any manner.

11. INSURANCE: Until completion and final acceptance by the Association of all the Work to be performed by Contractor under this Agreement (and for such longer period as may be required relative to "contractual liability" or "completed operations" coverage), Contractor agrees to procure and to maintain, the following types of insurance coverage:

- a. State Industrial (workers compensation) insurance in the amount and manner required by law relative to any workers on the Work to be performed by Contractor;
- b. Commercial general liability insurance (to include "contractual liabilities" and "completed operations" coverage) insuring the Association and Contractor against liability for injury to persons (including death) and injury or destruction of property arising out of the Work (without regard to the negligence or breach of any duty by the Association or Contractor). The policy shall be issued on an occurrence basis with limits, as to each risk, of \$1 million or such greater amount as then prevails in any like coverage carried by Contractor. As to the duration of "contractual liability," reference is here made to Section 19 below; such coverage must be maintained until the expiration of the Warranty Period, defined in Section 19 or, as the case may be, the period required for correcting defective Work, whichever is later. The "completed operations" coverage must be maintained for six years after the date to which contractual coverage must be maintained aforesaid. The foregoing liability insurance engagements are independent of Contractor's indemnity agreement under Section 12. The Association shall be named as an Additional Named Insured under such policy. A certificate of such insurance and the Additional Named Insured Endorsement shall be filed with the Association prior to the commencement of the Work.
- c. Contractor, at its own expense, shall procure and maintain (and furnish to the Association proof thereof) comprehensive automobile liability insurance, covering the use of all owned, non-owned, or hired motor vehicles employed in or about the performance of Contractor's Work, indemnifying Contractor relative to liability for injury to persons, including death, and damage to property, caused by such vehicles in the amount, as to each risk on an occurrence basis, of \$1 million or such greater amount as then prevails in any like coverage carried by the Contractor. The Association shall be named as an Additional Named Insured under such policy. A certificate of such insurance and the Additional Named Insured Endorsement shall be filed with the Association prior to the commencement of the Work.

- d. Contractor, for itself and for all those furnishing labor or materials to or through the Contractor (herein collectively "Subcontractors"), hereby agrees that in any insurance policy procured by Contractor and Subcontractors on their own account, as the case may be, relative to any risk, no matter what the risk may be, the policy will contain a waiver of any right of subrogation by the insurance carrier against the Association, its respective agents, servants, and employees.

12. INDEMNIFICATION AND RECOVERY OF ATTORNEY'S FEES: The Contractor agrees to defend, indemnify, and hold harmless the Association and its managing agent from any and all claims, demands, loss, and liabilities to or by third parties arising from, resulting from, or connected with services performed or to be performed under this Agreement by Contractor, its subcontractors, agents or employees, even though such claims may prove to be false, groundless, or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

Contractor's duty to indemnify the Association for liabilities or losses other than for bodily injury to persons or damage to property shall apply only to the extent of the fault of Contractor or its agents, employees, subcontractors or suppliers of any tier, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by Contractor or its agents, employers, subcontractors or suppliers of any tier. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits or other employee benefit acts. For purposes of fulfilling this indemnity obligation, Contractor expressly waives any employer/indemnitor immunity under industrial insurance provided by Title 51, Revised Code of Washington. By their initials signed below, the parties expressly acknowledge that this waiver was mutually negotiated and bargained for between the parties. Entitlement to recovery of defense costs shall include all fees (of attorneys and others), costs and expenses incurred in good faith. In addition, Association shall be entitled to recover compensation for all of its in-house expenses consumed in its defense.

INITIALED AND DATED: Contractor  Association KLR / _____

In the event litigation is necessary to enforce or interpret any provision of this Agreement, or recover damages for any breach thereof, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorney fees.

13. COMMENCEMENT AND SUBSTANTIAL COMPLETION OF WORK: The Work to be performed under this Agreement shall commence no later than July 6, 2018, and, subject to authorized modifications, substantial completion shall be achieved no later than July 31, 2018. Time is of the essence of this Contract. Contractor shall accordingly prosecute all Work diligently, using such means and methods of construction as will assure completion not later than the date specified therefor, or on the date to which the time for completion may be extended by the Association. Nothing in this Section, however, grants to Contractor the privilege to use means or methods that do not accord with sound and accepted practices. Work may be performed at the job site Mondays through Fridays between the hours of 8 a.m. and 4 p.m.; no Work shall be performed on Saturdays or Sundays. All Work shall be performed according to a mutually agreed upon schedule. Contractor will give the Association not less than

forty eight hours (48) hours notice prior to commencing any Work on any Building under this Agreement to allow adequate time for the Association to notify residents.

14. TIME DELAYS: If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any causes beyond the Contractor's control, then the contract time shall be extended by a Change Order for such reasonable time as both parties have agreed. Contractor agrees, as a special inducement to the Association, to make no claim for damages for delay in the performance of this Contract occasioned by the Association's act, or omission to act, or anyone acting on the Association's behalf; and Contractor agrees that any claim for delays shall be fully compensated for by an extension of time to complete performance of the Contract Work.

15. PAYMENT OF MATERIALMEN AND LABORERS: The Contractor shall make prompt payment of all claims for labor performed and materials furnished, used, or consumed in the Work, including without limitation because of specific enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline and other motor oil, lubricating oil and greases, and the premiums for Worker's Compensation insurance.

16. FINAL PAYMENT: Upon satisfactory completion of all the Work included under the Contract, the Contractor shall submit its final invoice. The Association will, at the expiration of fifteen days (15) days after such completion and delivery of the invoice, pay, and hereby binds itself to pay the Contractor in cash the whole of the Contract Sum, except such sum or sums of money as may have been already paid, and as may be lawfully retained under any of the provisions of the Agreement herein set forth. Concurrently with final payment, Contractor will deliver to the Association waivers of lien from all those who supplied labor, material, or services in completion of the Contract, together with satisfactory proof of full payment to such suppliers.

17. PAYMENTS AND COMPLETION: Payments shall be made as agreed upon in the contract proposal. Any payment not made when due shall bear interest at the rate of eight percent (8%) per annum from the date on which said amount is due and payable until the date which it is paid. Payments may be withheld on account of (1) Work defects not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment, (4) damage of the Association property or property of residents of the Condominium, or of their agents, invitees and licensees, or, (5) failure to carry out the Work in accordance with the Agreement.

18. CHANGE ORDERS:

- a. Contractor understands that the Association may modify or change the details of the Project so as to require the performance of extra Work. All change orders or modifications to the Agreement shall be in writing, signed by the Contractor and Katie Habegger, President, on behalf of the Association. If any changes are made, Contractor will perform the same but only after receiving a written order for such performance from the Association, it being understood by Contractor that under no circumstances shall any extra Work be performed unless and until such written order is given to Contractor by the Association. For any such extra Work performed, Contractor shall be compensated by the Association in a reasonable amount. The Association may at its election omit items from the Contract Work whenever

the Association deems it advisable to do so. And if the Association shall notify Contractor of such omission, the omitted Work shall not be performed and there shall be deducted from the Contract price a reasonable amount to compensate for the omission.

- b. If any controversy shall arise at any time on a claim by Contractor that an item of Work is not Contract Work but extra Work, Contractor shall nevertheless perform the same if directed to do so by the Association. However, to preserve Contractor's right to claim extra compensation for the disputed Work, Contractor must, within ten (10) days after the commencement of the disputed Work, notify the Association in writing that Contractor is performing the same under protest. The same procedure shall prevail as to any dispute as to a deduction for omitted Work (or as the case may be, to sustain Contractor's contention as to the appropriate compensation for extra Work that is not disputed to be an "extra") the notice in that circumstance to be given not later than ten (10) days after the tender of payment by the Association to Contractor of the reduced amount (or amount for the nondisputed "extra" as computed by the Association. Failing such written protest, it shall be deemed that Contractor has acquiesced to the Association's contention that the Work is not extra but Contract Work or that the reduction (or amount of compensation for a nondisputed "extra" is correct, as the case may be. The giving of the protest provided for above, and giving it timely, are express conditions precedent to maintaining any remedial procedure, whether arbitration or otherwise, pertaining to Contractor's claim.

19. WARRANTIES AND CORRECTION OF WORK: The Contractor warrants materials and workmanship to be in compliance with all applicable codes, ordinances and laws, constructed according to sound engineering and construction standards, in a workmanlike manner, and to be free from defects at the time of installation. The Contractor shall promptly perform such work and supply such materials necessary to correct, at its own expense, defects in materials and workmanship, and any Work failing to conform to the Agreement (hereinafter referred to as "Warranty Work"), whether observed before or after completion within a period of two (2) years after the date of the completion, or within such longer period of time as may be allowed by law (herein referred to as the "Warranty Period"). If Contractor fails to perform any Warranty Work within thirty (30) days of written notice by the Association, or in the event that performance is not possible within such time period because of weather or other unavoidable delays, the Contractor fails to provide a written undertaking to the Association to perform such Warranty Work within a specific time period after notice, then the Association shall be entitled to contract for the repairs or replacement of the defective work with a third party and Contractor agrees to reimburse the Association for the costs of such Warranty Work promptly upon demand, together with interest at the rate provided herein on any sums unpaid under the Agreement and all costs of collection, including reasonable attorney's fees, if such reimbursement is not made within thirty (30) days of written demand therefor by the Association.

20. COOPERATION WITH PROJECT MANAGER: Contractor understands and agrees that the Association has hired Sharon Mitchell the "Project Manager") to oversee this contract and the performance thereof. The Contractor agrees to cooperate with the Project Manager with regard to such oversight.

21. DEFAULT AND TERMINATION: The following shall be considered to be Events of Default under the contract:

- a. Contractor's failure to complete all Work in accordance with the schedule provided for in the Agreement;
- b. Contractor's failure to perform the Work described in the Agreement in accordance with the scope of services and specifications provided;
- c. The dissolution, termination of existence, insolvency, or business failure of the Contractor;
- d. The appointment of a receiver for any property belonging to Contractor;
- e. Contractor's making of an assignment for the benefit of creditors or the commencement of proceedings under a bankruptcy or insolvency law by or against the Contractor;
- f. The failure of the Contractor to obtain or maintain any insurance coverage required under the contract;
- g. Contractor's failure to comply with any of the Agreement terms.

If an Event of Default is not corrected or remedied within five (5) working days of written notice of such default, then the Association shall be entitled to terminate this Agreement without further notice. In such event, the Association shall be entitled to contract for the completion of the Work to be performed under the Agreement by a third party and Contractor shall be responsible for all extra costs and damages incurred by the Association.

22. NOTICES: Notices to be given under this agreement shall be in writing and may be personally delivered or sent by United States mail, first class postage prepaid, addressed to the respective party at the address set forth above, or to such other addresses that the parties shall designate in writing from time to time. Notices shall be deemed given when personally delivered or twenty four (24) hours after mailing.

23. CAPTIONS: Any captions to or headings of the sections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

24. INCONSISTENCIES: To the extent that any term or provision of the Contractor's Proposal is inconsistent with any term or provision contained in this document, the terms and provisions contained in this document shall supersede and control this agreement.

25. DEFINITIONS: Terms and phrases which are defined in any part of this Agreement shall have the defined meanings wherever used throughout this Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely the section, sub-section, paragraph, or sub-paragraph in which they are used.

26. STATE LAW: This Agreement and its application shall be governed by the laws of the State of Washington and venue of any action between the parties hereto shall be in the Superior Court of the State of Washington in and for the County of Jefferson.

27. ENTIRE AGREEMENT: This Agreement supersedes any and all other Agreements, either oral or in writing, and contains all of the covenants and agreements between the parties. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party or anyone acting on behalf of any party to this Agreement, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.

DATED this 30 day of January, 2018.

Cape George Colony Club
"Association"

DF Electric, Inc.
"Contractor" State License # DFELEI*010D9

By: KATHLEEN M HABEGGER
Its: President
KATHLEEN M HABEGGER

By: ANDREW BENTLEY
Its: ANDREW BENTLEY

DF ELECTRIC, INC.

SINCE 1970

PROPOSAL

PO Box 7205
Tacoma, WA 98417-0205
253-572-3704
253-276-3826 FAX
andy@dfelectric.net
DFELEI*010D9

TO: Cape George Marina
61 Cape George Dr.
Port Townsend, WA 98368
Attn: Sharon Mitchel

PHONE: (360) 385-2208
FAX: (360) 385-3038
EMAIL: manaqer@capegeorge.org

PROPOSAL #:

5420.1

RE-WIRE MARINA

DATE:

5/26/2017

JOB:

Cape George Marina
61 Cape George Dr.
Port Townsend, WA 98368

We hereby submit specifications and estimates for:

A) Provide and install new electrical wiring as per specifications.

B) **INCLUSIONS (Cost includes):**

Cost breakdown:

1) **BASE BID:**

- 10
SM
- 1) Provide and install all new wiring for North and South docks as per specifications, including:
 - 2) Install ~~18~~ new Eaton power pedestals on North dock (see below for separated cost of pedestal choices).
 - 3) Install (19) new Eaton power pedestals on South dock (see below for separated cost of pedestal choices).
 - 4) Install (1) new Eaton pedestal with "LED light only" on South dock.
 - 5) Provide and install new panelboard for North dock, including:
 - 6) ~200A 120/240V single phase.
 - 7) ~200A main breaker.
 - 8) ~(2) 2P125A GFI breakers (will feed North dock pedestals).
 - 9) ~(6) 1P20A breakers (to feed existing shore loads).
 - 10) ~Nema 3R painted enclosure (must have weather tight enclosure built around it).
 - 11) Cost is based on removing old panel, and installing new panel in same location.
 - 12) Cost is based on reusing existing feeders from meter to new panel.
 - 13) Provide and install new panelboard for South dock, including:
 - 14) ~400A 120/240V single phase.
 - 15) ~400A main breaker.
 - 16) ~(4) 2P125A GFI breakers (will feed North dock pedestals).
 - 17) ~(6) 1P20A breakers (to feed existing shore loads).
 - 18) ~Nema 3R painted enclosure (must have weather tight enclosure built around it).
 - 19) Cost is based on removing old panel, and installing new panel in same location.
 - 20) Cost is based on reusing existing feeders from meter to new panel.
 - 21) Provide and install two (2) new 125A sub-feeders for pedestals on North dock (using G-GC cable).
 - 22) Provide and install four (4) new 125A sub-feeders for pedestals on South dock (using G-GC cable).
 - 23) Cost is based on supplying new pedestal feeders from new electrical panels on shore.
 - 24) Cost is based on deck boards being removed prior to our installation of new wiring.
 - 25) Cost is based on deck boards being re-installed by others after our work is done and inspected.
 - 26) To satisfy NEC 555.3, this proposal is based on installing new panels on shore, and the subfeeders to the pedestals
 - 27) will have GFI protection set to 100 milliamp (required by code).
 - 28) Electrical permit.

BASE BID: \$59,999.00 ✓

29) FOUR (4) PEDESTAL OPTIONS (if purchased through us, please add to base bid above, one of the following options):

30) **PARTIAL GFI BREAKERS:**

31) **OPTION 1 - LIGHTHOUSE (polycarbonate):**

32) Provide thirty (30) Lighthouse (polycarbonate) power pedestals.

33) Breakdown as follows:

34) **One (1)** to have the following options:

35) ~LED light only with blue lens and photocell control.

36) **Twenty-two (22)** to have the following options:

37) ~LED light with blue lens and photocell control.

38) ~(2) 30A 120V circuits.

39) ~Standard non-GFI circuit breakers.

40) ~(1) hose bib.

41) ~(2) hose brackets.

42) **Seven (7)** to have the following options:

43) ~LED light with blue lens and photocell control.

44) ~(2) 30A 120V circuits.

45) ~30 mA GFI circuit breakers.

46) ~(1) hose bib.

47) ~(2) hose brackets.

LIGHTHOUSE (POLY) PEDESTALS (with partial GFI breakers): \$22,405.00

48) **OPTION 2 -LIGHTHOUSE SS (stainless steel):**

49) Provide thirty (30) Lighthouse SS (stainless steel) power pedestals.

50) Breakdown as follows:

51) **One (1)** to have the following options:

52) ~LED light only with blue lens and photocell control.

53) **Twenty-two (22)** to have the following options:

54) ~LED light with blue lens and photocell control.

55) ~(2) 30A 120V circuits.

56) ~Standard non-GFI circuit breakers.

57) ~(1) hose bib.

58) ~(2) hose brackets.

59) **Seven (7)** to have the following options:

60) ~LED light with blue lens and photocell control.

61) ~(2) 30A 120V circuits.

62) ~30 mA GFI circuit breakers.

63) ~(1) hose bib.

64) ~(2) hose brackets.

LIGHTHOUSE SS PEDESTALS (with partial GFI breakers): \$28,401.00

65) **ALL GFI BREAKERS:**

66) **OPTION 3 -LIGHTHOUSE (polycarbonate):**

67) Provide thirty (30) Lighthouse (polycarbonate) power pedestals.

68) Breakdown as follows:

69) **One (1)** to have the following options:

70) ~LED light only with blue lens and photocell control.

71) **Twenty-nine (29)** to have the following options:

72) ~LED light with blue lens and photocell control.

73) ~(2) 30A 120V circuits.

74) ~30 mA GFI circuit breakers.

75) ~(1) hose bib.

76) ~(2) hose brackets.

LIGHTHOUSE (POLY) PEDESTALS (with ALL GFI breakers): \$25,939.00

77) **OPTION 4 -LIGHTHOUSE SS (stainless steel):**

78) Provide thirty (30) Lighthouse SS (stainless steel) power pedestals.

79) Breakdown as follows:

80) **One (1)** to have the following options:

81) ~LED light only with blue lens and photocell control.

82) **Twenty-nine (29)** to have the following options:

83) ~LED light with blue lens and photocell control.

84) ~(2) 30A 120V circuits.

85) ~30 mA GFI circuit breakers.

86) ~ (1) hose bib.

87) ~ (2) hose brackets.

LIGHTHOUSE SS PEDESTALS (with ALL GFI breakers): \$31,936.00 ✓

65) Cost is based on working normal business hours (M-F; 8AM-5PM).

66) NOTE: If work is to be performed under 2017 NEC, price will not change. The only requirement would be to adjust the GFI

67) monitoring system down to 30 milliamp trip level.

C) EXCLUSIONS (Cost does not include):

1) Any low voltage wiring (i.e. telephone, cable TV, fire alarm, etc.).

2) Removing and/or re-installing any deck boards.

3) Any electrical demolition of existing circuits on docks.

WE PROPOSE hereby to furnish material and labor - complete and accordance with above specifications, for the sum of:

Total cost depends on which options are chosen.

91935 (Plus any applicable taxes)

Payment to be made as follows:

Progress payments as needed, balance due upon completion.

If invoice is not paid within 30 days, interest shall accrue at the rate of 1.5% per month.

ALL MATERIAL is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. In the event this contract shall be turned over to an attorney for enforcement of its terms, the prevailing party shall be entitled to reasonable attorney fees, whether the services are rendered in court or out of court.

Authorized Signature: _____



NOTE: This proposal may be withdrawn by us if not accepted within 30 days. Price subject to change if not accepted within 45 days.

ACCEPTANCE OF PROPOSAL- The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: _____

Date of Acceptance: _____

If you accept this proposal, please fax (or mail) a signed copy back to us.

Study Session Agenda
March 13, 2018
3:00 PM at the Clubhouse

A. President's Comments and Announcements

1. Welcome

B. Letters from Members

C. Manager's Comments

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.

1. Review draft 2017 audit report, letters of representation and tax return – Karen Krug
2. Discuss transfer from General Operations Cash to General Reserves as a result of audit – Karen Krug
3. Discuss Building Committee recommendation regarding homes with attached guest quarters – Bill Deckman
4. Discuss fine assessed to a member whose house was not completed on the exterior within six months – George Conner
5. Discuss clubhouse Wi-Fi and security cameras – Sharon Mitchel
6. Review resolution to transfer \$7194 from General Reserves to General Checking account for swimming pool painting project – Sharon Mitchel
7. Discuss reserve project anticipated increased costs – Sharon Mitchel

E. Member Participation (Compliments, Issues, 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.

Open Board Discussion

F. Announcements

Board Meeting – March 15, 2018 3:30 P.M.
Study Session – April 10, 2018 3:00 P.M.
Board Meeting – April 12, 2018 3:30 P.M.

Close Study Session

Classification Summary Report: 7

Station ID : 7

Info Line 1 : Dennis Blvd/Maple
 Info Line 2 : Between 200D & 10M

Last Connected Device Type : RoadRunner3

Version Number : 1.32

Serial Number : 160768

GPS Lat/Lon :

Number of Lanes : 2

Source File : 7 (PerVeh, 0848-020918 To 0825-022018)

Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

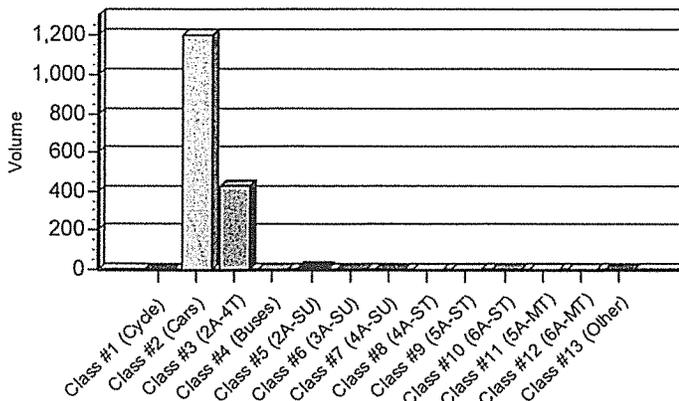
Axle Class Summary:

(DEFAULT)	Description	Lane	#1 Cycle	#2 Cars	#3 2A-4T	#4 Buses	#5 2A-SU	#6 3A-SU	#7 4A-SU	#8 4A-ST	#9 5A-ST	#10 6A-ST	#11 5A-MT	#12 6A-MT	#13 Other	Total
Total Count :	#1.	#1.	1	567	290	0	5	0	1	1	0	0	0	0	1	866
		#2.	2	638	140	0	2	0	0	2	0	0	0	0	0	784
			3	1205	430	0	7	0	1	3	0	0	0	0	1	1650
Percents :	#1.	#1.	0%	65%	33%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	52%
		#2.	0%	81%	18%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	48%
			0%	73%	26%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	

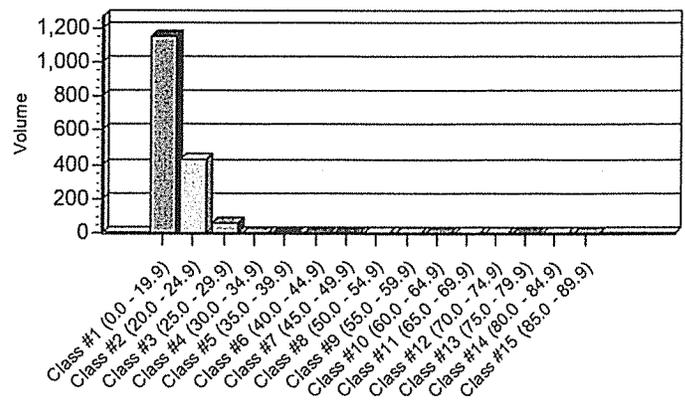
Speed Class Summary:

(DEFAULT)	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15	#16	Total	
	0.0 - 19.9	20.0 - 24.9	25.0 - 29.9	30.0 - 34.9	35.0 - 39.9	40.0 - 44.9	45.0 - 49.9	50.0 - 54.9	55.0 - 59.9	60.0 - 64.9	65.0 - 69.9	70.0 - 74.9	75.0 - 79.9	80.0 - 84.9	85.0 - 89.9	Other		
Total Count :	#1.	578	245	41	2	0	0	0	0	0	0	0	0	0	0	0	0	866
	#2.	573	189	22	0	0	0	0	0	0	0	0	0	0	0	0	0	784
		1151	434	63	2	0	0	0	0	0	0	0	0	0	0	0	0	1650
Percents :	#1.	67%	28%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	52%
	#2.	73%	24%	3%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	48%
		70%	26%	4%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Avg, 50, 67, 85 :	#1.	14.4	14.5	20.1	23.2	Pace (pace %) :						15.0 - 24.9	43.3%	Days & ADT : #1.			11.0	79
	#2.	13.5	13.4	17.5	22.5							7.9 - 17.8	41.1%	#2.			11.0	71
		14.0	13.9	19.1	22.9							15.0 - 24.9	41.9%				11.0	150

Axle Class vs. Volume (all lanes)



Speed Class vs. Volume (all lanes)



Classification Summary Report: 8

Station ID : 8

Info Line 1 : Cape George Drive
 Info Line 2 : mailbox area

GPS Lat/Lon :

DB File : 8.DB

Last Connected Device Type : RoadRunner3

Version Number : 1.32

Serial Number : 160768

Number of Lanes : 2

Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

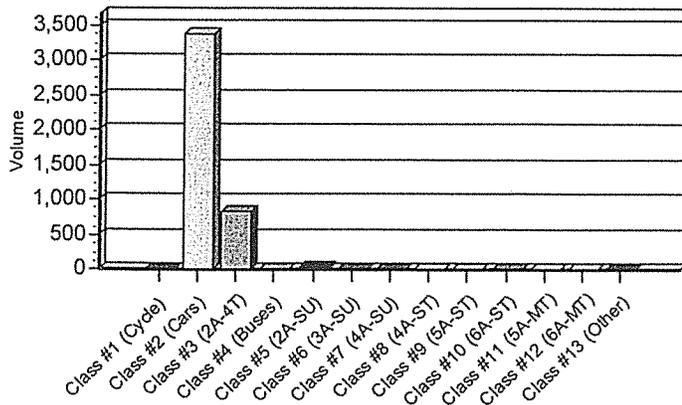
Axle Class Summary:

(DEFAULT)		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	Total
Description	Lane	Cycle	Cars	2A-4T	Buses	2A-SU	3A-SU	4A-SU	4A-ST	5A-ST	6A-ST	5A-MT	6A-MT	Other	
Total Count :	#1.	3	1198	474	0	23	2	0	1	0	0	0	0	0	1701
	#2.	4	2186	352	0	15	1	0	5	0	0	0	0	1	2564
		7	3384	826	0	38	3	0	6	0	0	0	0	1	4265
Percents :	#1.	0%	70%	28%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	40%
	#2.	0%	85%	14%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	60%
		0%	79%	19%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	

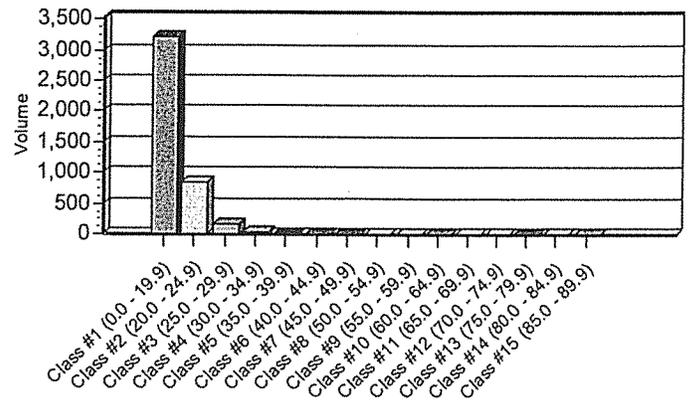
Speed Class Summary:

(DEFAULT)		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15	#16	Total	
		0.0 - 19.9	20.0 - 24.9	25.0 - 29.9	30.0 - 34.9	35.0 - 39.9	40.0 - 44.9	45.0 - 49.9	50.0 - 54.9	55.0 - 59.9	60.0 - 64.9	65.0 - 69.9	70.0 - 74.9	75.0 - 79.9	80.0 - 84.9	85.0 - 89.9	Other		
Total Count :	#1.	1014	522	125	27	6	4	2	1	0	0	0	0	0	0	0	0	0	1701
	#2.	2204	317	33	9	1	0	0	0	0	0	0	0	0	0	0	0	0	2564
		3218	839	158	36	7	4	2	1	0	0	0	0	0	0	0	0	0	4265
Percents :	#1.	60%	31%	7%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	40%
	#2.	86%	12%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	60%
		75%	20%	4%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Avg, 50, 67, 85 :	#1.	15.7	16.7	21.4	24.0	Pace (pace %) :					15.0 - 24.9	45.0%	Days & ADT : #1.				6.0	285	
	#2.	11.8	11.7	15.5	19.8						8.7 - 18.6	44.0%	#2.				6.0	430	
		13.4	13.3	17.8	22.5						15.0 - 24.9	38.7%					6.0	715	

Axle Class vs. Volume (all lanes)



Speed Class vs. Volume (all lanes)



Classification Summary Report: 8

Station ID : 8

Info Line 1 : Cape George Drive
 Info Line 2 : mailbox area

GPS Lat/Lon :

DB File : 8.DB

Last Connected Device Type : RoadRunner3

Version Number : 1.32

Serial Number : 160768

Number of Lanes : 2

Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

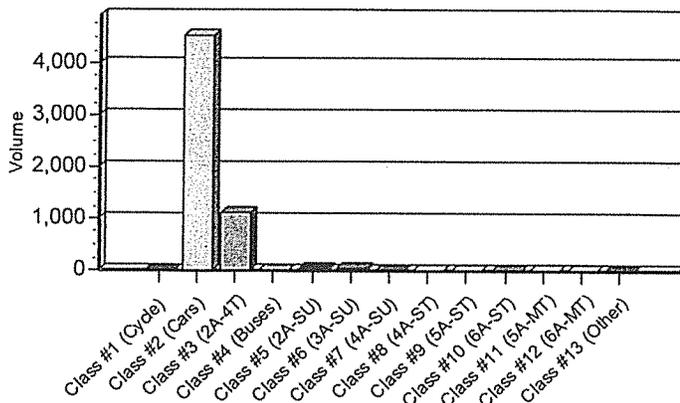
Axle Class Summary:

(DEFAULT)	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	Total	
Description	Lane	Cycle	Cars	2A-4T	Buses	2A-SU	3A-SU	4A-SU	4A-ST	5A-ST	6A-ST	5A-MT	6A-MT	Other	
Total Count :	#1.	10	2910	483	2	18	24	0	5	0	4	2	0	0	3458
	#2.	8	1637	617	1	31	21	1	7	0	0	0	0	4	2327
		18	4547	1100	3	49	45	1	12	0	4	2	0	4	5785
Percents :	#1.	0%	84%	14%	0%	1%	1%	0%	0%	0%	0%	0%	0%	0%	60%
	#2.	0%	70%	27%	0%	1%	1%	0%	0%	0%	0%	0%	0%	0%	40%
		0%	79%	19%	0%	1%	1%	0%	0%	0%	0%	0%	0%	0%	

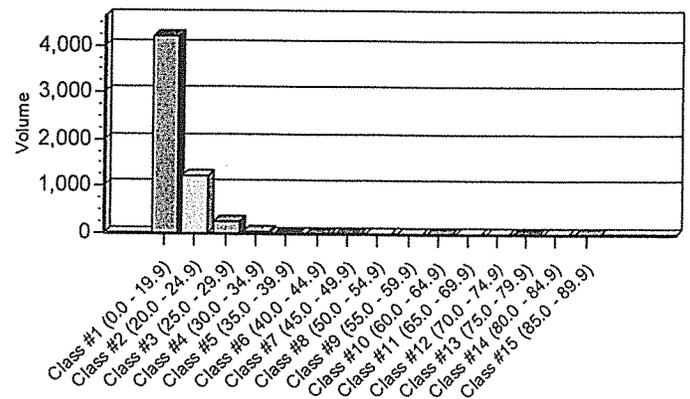
Speed Class Summary:

(DEFAULT)	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15	#16	Total	
	0.0 - 19.9	20.0 - 24.9	25.0 - 29.9	30.0 - 34.9	35.0 - 39.9	40.0 - 44.9	45.0 - 49.9	50.0 - 54.9	55.0 - 59.9	60.0 - 64.9	65.0 - 69.9	70.0 - 74.9	75.0 - 79.9	80.0 - 84.9	85.0 - 89.9	Other		
Total Count :	#1.	2901	470	74	11	2	0	0	0	0	0	0	0	0	0	0	0	3458
	#2.	1298	775	180	52	10	8	3	1	0	0	0	0	0	0	0	0	2327
		4199	1245	254	63	12	8	3	1	0	0	0	0	0	0	0	0	5785
Percents :	#1.	84%	14%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	60%
	#2.	56%	33%	8%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	40%
		73%	22%	4%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Avg, 50, 67, 85 :	#1.	12.1	11.9	16.0	20.5	Pace (pace %) :				9.7 - 19.6	42.2%	Days & ADT : #1.				7.0	495	
	#2.	16.3	18.0	21.7	24.4					15.0 - 24.9	47.2%	#2.				7.0	333	
		13.8	13.8	18.5	22.9					15.0 - 24.9	39.7%					7.0	828	

Axle Class vs. Volume (all lanes)



Speed Class vs. Volume (all lanes)



Memo

To: Board of Trustees
From: K. Krug, Treasurer
Cc: S. Mitchel, Manager
 S. Lovell, Sr. Bookkeeper
Date: March 06, 2018
Re: 2017 Draft Audit Results and Representation Letters

The March Study Session packet that will be published online will include the 2017 draft audit and tax return. Your copy, including some information that will not be published online but will be available in the office, is included with this memo. The draft audit items and their format are prescribed by the AICPA and the tax return is of course in the format required by the IRS.

After having reviewed draft audit results and traced all values to our internal statements it is my opinion that the draft audit should be accepted. In 2017 there is only one audit adjustment that impacts the bottom line, a \$2,000 decrease in the 2017 Federal income tax liability. The final transfer of any excess 2016 cash will be recommended in a separate memo.

2017 Representation Letters – There are three representation letters:

- The General Representation letter. **PLEASE read the General Rep letter carefully as it outlines the Board's responsibility for the audit "to the best of your knowledge;"**
- The Legal Representation letter; and
- The Post Audit Inquiry letter where all items will be answered "No."

2017 Draft Audited Statements – This twenty (20) page draft file contains:

- The Auditor' Report (pages 1-2 of 20), a standard format "clean" opinion;
- The audited Financial Statements, Notes and Supplemental information in fully compliant fund accounting format (pages 3–12 of 20); and
- The auditor's working trail balance (will not be published online) including audit adjustment (pages 13-20). All but the Federal income tax entry are simply the auditors reclassifying our single-company or "fund" reporting system into the audited two-company or "two-fund" system.
- There was nothing in 2017 that caused the auditors to suggest improvements to our internal control processes and as a result there is no Report on Internal Control.

2017 Tax Return – Two pages:

- Cape George has elected to file an 1120-H return under Section 277 of IRC 26. Although the tax bracket is 30%, this option enables us to forgo onerous reserve reporting and tracking requirements;
- There is taxable income of \$630, a value \$6,800 lower than last year. The difference is the result of the character of donated items and taxable operations that operated at a tax accounting loss; and
- Federal tax due is \$159 compared to last year's \$2,238.
- Significant swings in both net taxable income and Federal tax due are not uncommon in homeowners' associations since the amount of activity that gives rise to taxable income varies from year to year and some, like donations, is outside the corporation's control.

Cape George Colony Club
LETTER OF REPRESENTATIONS

March 1, 2018

Cagianut & Company
Certified Public Accountant
13510 SE 59th St.
Bellevue, WA 98006

This representation letter is provided in connection with your audit of the financial statements for Cape George Colony Club, as of December 31, 2017 and for the year then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows of the Association in conformity with accounting principles generally accepted in the United States of America. Certain representations in this letter are described as being limited to matters that are material. Items are considered material if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. We confirm, **to the best of our knowledge** and belief, as of the date of the report, the following representations made to you during your audit:

1. We are responsible for the fair presentation in the financial statements of financial position, results of operations, and changes in cash flows in conformity with accounting principles generally accepted in the United States of America. We are also responsible for selecting and adopting sound accounting policies, establishing and maintaining adequate records and effective internal control, preventing and detecting fraud and safeguarding assets.
2. We are responsible for the presentation of the supplementary information accompanying the financial statements about future major repairs and replacements.
3. We have made available to you all-
 - a. Financial records and related data.
 - b. Minutes of the meetings of Board of Trustees or summaries of actions of recent meetings for which minutes have not yet been prepared.
4. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices which could have a material effect on the financial statements.
5. We have no knowledge of any fraud or suspected fraud affecting the Association involving management or others.
6. We have no knowledge of any allegations of fraud or suspected fraud affecting the Association received in communications from employees, former employees or others.
7. We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or fund balances.
8. All related party transactions and/or conflicts of interest have been properly accounted for and disclosed.

9. There are no-
 - a. Violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
 - b. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by FASB *Accounting Standards Codification 450, Contingencies*.
 - c. Transfers or designations of fund balance or interfund borrowings that were not properly authorized and approved, or uncollectible interfund loans that have not been properly reflected in the financial statements or disclosed.
10. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
11. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
12. No events have occurred subsequent to the Balance Sheet date which would require adjustment to, or disclosure in, the financial statements.
13. Insurance coverage is considered adequate for any anticipated property damage losses, or liability claims.
14. The Board of Trustees is collecting funds for major repairs and replacements in conformity with the Association's policy to fund for those needs. The Board believes that the funds will adequately provide for future major repairs and replacements.
15. The Board of Trustees acknowledges responsibility for the required (unaudited) supplementary information that has been presented with the financial statements. The information has been measured and presented in accordance with prescribed guidelines. The methods of measurement or presentation have changed from those in the prior period. Those changes are disclosed in the footnotes to the financial statements. Significant assumptions or interpretations underlying the measurement or presentation of the required supplementary information has been approved by the Board and provided to the auditor.
16. There are no transfers of fund balances or interfund borrowings that were not properly authorized and approved. Amounts shown as being Due Between Funds have been properly reflected in the financial statements or disclosed to you.
17. The Board approves the tax returns, as filed, including allocation of expenses against taxable income and the choice of Federal tax returns filed. Any elections made by the membership, such as Revenue Ruling 70-604, have been properly documented. We have designated an individual with suitable skill, knowledge or experience to evaluate the adequacy and results of the tax services offered and we accept responsibility for them.
18. The Board understands that some non-attest services may be part of this engagement. These non-attest services may include, but are not limited to: 1) preparation of tax returns, 2) assisting with drafting of financial statements, including footnotes, 3) standard adjusting journal entries to accrual basis of accounting from cash basis, 4) conversion from non-fund to fund report presentation when the underlying records support fund accounting and, 5) reclassifications between funds based upon Board directives, reserve studies and/or cash activity. We have designated a qualified management-level individual to be responsible and accountable for overseeing these services.

19. The Board has reviewed the draft copy of the audit report, footnotes, and financial statements and approves issuance of the final report. The Board understands that the financial statements and footnotes are the responsibility of the Association, even though the accountant may assist in their preparation. Approval of this report includes an understanding of the proposed entries and the impact they have on the financial statements as well as agreement with the adjusting journal entries you have recommended. We have designated a qualified management-level individual to be responsible and accountable for overseeing these services.
20. We believe that the effects of any uncorrected financial statement misstatements are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
21. The Board has reviewed the report of internal control and/or management memo, if any, issued by the accountant.
22. The Board has reviewed and approved all reserve expenditures.

President
Printed Name _____

Manager
Printed Name _____

Treasurer
Printed Name _____

Date (**Required**)

Cape George Colony Club
Post Balance Sheet Audit Inquiry

Fiscal Year End *December 31, 2017*
Date of Audit Report *March 1, 2018*

Generally accepted auditing standards require that the auditor inquire about any significant changes which occur from the year-end date to the date of the audit report. The auditor must then determine whether to include these items in the audit either as an adjustment to the financial statements or as a disclosure in the financial statements, or decide to omit from the audit.

Yes Has anything occurred since the fiscal year end that the Association feels the auditor should know? If so, detail below:

No _____

Yes Has the Association been involved in any new litigation or has any ongoing litigation changed significantly since the fiscal year end? Are there any pending or threatened legal matters that should be disclosed? If so, detail below:

No _____

Yes Has any significant assessment amount been written off, or determined to be a bad debt, since fiscal year end? If so, detail below:

No _____

Completed by: _____ Title: _____

Printed Name: _____ Date: _____

Return to: *Cagianut & Company*
 Certified Public Accountant
 13510 SE 59th St.
 Bellevue, WA 98006
 scott@hoacpa.com

(This may be completed by the Association Manager or a Board member. This must be completed and returned before the final report can be issued.)

Cape George Colony Club
Legal Representation Letter

Fiscal Year End *December 31, 2017*
Report Date *March 1, 2018*

Cagianut & Company
Certified Public Accountant
13510 SE 59th St.
Bellevue, WA 98006

We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with FASB *Accounting Standards Codification 450, Contingencies* and we have not consulted an attorney concerning litigation, claims or assessments.

By _____

By _____

Printed Name _____

Printed Name _____

Title _____
(Board Member)

Title _____
(Association Manager)

Date _____

Date _____

Return to: *Cagianut & Company*
Certified Public Accountant
13510 SE 59th St.
Bellevue, WA 98006
scott@hoacpa.com

(This must be signed and returned before the final report can be issued.)

Independent Auditors' Report

To the Board of Trustees
Cape George Colony Club
Port Townsend, Washington

Report on the Financial Statements

We have audited the accompanying financial statements of Cape George Colony Club, which comprise the Balance Sheet as of December 31, 2017, and the related Statement of Changes in Fund Balances, Statement of Revenues and Expenses and Statement of Cash Flows for the year then ended and the related notes to the financial statements.

Association's Responsibility for the Financial Statements

The Association is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cape George Colony Club as of December 31, 2017, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matter - Required Supplementary Information

Our audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. We have not applied procedures to determine whether the funds designated for future repairs and replacements are adequate to meet such future costs because that determination is outside the scope of our audit.

Accounting principles generally accepted in the United States of America [GAAP] require that the Supplementary Information on Future Major Repairs be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting and for placing the basic financial statements and related notes in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Bellevue, Washington

March 1, 2018

Cape George Colony Club
Balance Sheet
December 31, 2017

	OPERATING FUND	REPLACEMENT FUND	TOTAL
ASSETS			
Cash, including interest bearing deposits	\$ 172,556	\$ 897,367	\$ 1,069,923
Reserve Assessments Receivable		721	721
Assessments Receivable	2,814		2,814
Less: Allowance for Bad Debts	(2,551)	(649)	(3,200)
Prepaid Insurance	19,297		19,297
Prepaid Income Taxes	2,081		2,081
Prepaid Medical/Dental	2,979		2,979
Fixed Assets	3,798,646		3,798,646
Less: Accumulated Depreciation	(2,027,606)		(2,027,606)
Due Between Funds	11,263	(11,263)	
TOTAL ASSETS	\$ 1,979,478	\$ 886,175	\$ 2,865,653
LIABILITIES AND FUND BALANCES			
LIABILITIES			
Accounts Payable	\$ 12,195		\$ 12,195
Assessments Received in Advance	71,324	\$ 11,866	83,189
Deposits on Marina Moorage	1,650		1,650
Vacation Payable	5,304		5,304
Accrued Payroll	2,261		2,261
TOTAL LIABILITIES	92,734	11,866	104,600
FUND BALANCES			
Operating	1,886,744		1,886,744
Replacement		874,310	874,310
TOTAL FUND BALANCES	1,886,744	874,310	2,761,054
TOTAL LIABILITIES AND FUND BALANCES	\$ 1,979,478	\$ 886,175	\$ 2,865,653

See Notes to the Financial Statements

Cape George Colony Club
Statement of Changes in Fund Balances
For the Year Ended December 31, 2017

	OPERATING FUND	REPLACEMENT FUND	TOTAL
Balance at the Beginning of the Year	\$ 1,959,144	\$ 693,911	\$ 2,653,054
Transfer Between Funds	(34,063)	34,063	
Transfer Between Funds - Assets Purchased with Replacement Fund Monies	59,271		59,271
Excess <Deficiency> of Revenues over Expenses	(97,607)	146,336	48,729
Balance at the End of the Year	<u>\$ 1,886,744</u>	<u>\$ 874,310</u>	<u>\$ 2,761,054</u>

Draft

See Notes to the Financial Statements

Cape George Colony Club
Statement of Revenues and Expenses
For the Year Ended December 31, 2017

	OPERATING FUND	REPLACEMENT FUND	TOTAL
REVENUES			
Reserve Assessments		\$ 121,808	\$ 121,808
Assessments	\$ 204,277	82,131	286,408
Water Use Fees	188,517		188,517
Marina Moorage	47,651		47,651
Lot Mow Fees	14,672		14,672
Violations, Fines, Late Fees	5,560		5,560
Community Center Rental	3,100		3,100
Interest	148	774	922
Dock Boxes and Electric Fee	4,280		4,280
Small Boats	2,160		2,160
Boat Trailer Parking and Ramp Fees	8,955		8,955
Miscellaneous	22,394		22,394
TOTAL REVENUES	501,713	204,713	706,426
EXPENSES			
Audit & Tax Preparation	5,000		5,000
Bad Debts	2,039		2,039
Contracted Services - Accounting/Consulting	6,619		6,619
Contracted Services - Equipment	5,367		5,367
Contracted Services - Janitorial	7,340		7,340
Contracted Services - Lot Mow	13,652		13,652
Contracted Services - Other	13,396		13,396
Contracted Services - Water/Consulting	13,412		13,412
Federal Taxes	159		159
Insurance	35,456		35,456
Miscellaneous	5,038		5,038
Office & Postage	6,615		6,615
Payroll Benefits	34,680		34,680
Payroll Taxes	21,013		21,013
Repairs & Maintenance - Buildings	3,727		3,727
Repairs & Maintenance - Docks, Ramps, Dredging	11,241		11,241
Repairs & Maintenance - Grounds	4,746		4,746
Repairs & Maintenance - Pool	4,653		4,653
Repairs & Maintenance - Roads and Drainage	8,016		8,016
Repairs & Maintenance - Vehicles/Equipment	9,490		9,490
Repairs & Maintenance - Wells, Tanks, Pipes	5,196		5,196
Small Tools & Equipment	10,692		10,692
State B&O Taxes	9,975		9,975
Supplies	15,897		15,897
Tax & License	2,472		2,472
Telephone	5,023		5,023
Utilities	52,839		52,839
Wages	162,247		162,247
Replacement Fund Expenses			
Bad Debt Expense		693	693
Buildings General		25,373	25,373
Exercise Bike		2,047	2,047
CIP - Construction in Progress		11,263	11,263
Equipment/Vehicles		14,808	14,808
Marina Improvements		4,193	4,193
TOTAL EXPENSES	475,998	58,377	534,375
EXCESS <DEFICIENCY> OF REVENUES OVER EXPENSES BEFORE DEPRECIATION	25,715	\$ 146,336	172,050
Depreciation	123,322	0	123,322
EXCESS <DEFICIENCY> OF REVENUES OVER EXPENSES	\$ (97,607)	\$ 146,336	\$ 48,729

See Notes to the Financial Statements

Cape George Colony Club
Statement of Cash Flows
For the Year Ended December 31, 2017

	OPERATING FUND	REPLACEMENT FUND	TOTAL
<i>Cash Flows from Operating Activities:</i>			
Cash from Assessments	\$ 199,858	\$ 82,131	\$ 281,989
Cash from Routine Reserve Assessment		119,020	119,020
Interest Received	148	774	922
Miscellaneous Income	297,288		297,288
Income Taxes Paid	(3,438)		(3,438)
Cash Paid for Services and Products	(480,701)	(58,403)	(539,104)
Net Increase <Decrease> in Cash from Operating Activities	13,155	143,522	156,677
<i>Cash Flows from Investing Activities:</i>			
Sale of Investments		50,217	50,217
Purchase/Retirement of Assets	(16,368)		(16,368)
<i>Cash Flows from Financing Activities:</i>			
Transfers Between Funds	(34,063)	34,063	
Change in Due Between Funds	(5,980)	5,980	
Net Increase <Decrease> in Cash	(43,256)	233,781	190,526
Cash, including interest bearing deposits, at the Beginning of Year	215,813	663,585	879,398
Cash, including interest bearing deposits, at the End of Year	<u>\$ 172,556</u>	<u>\$ 897,367</u>	<u>\$ 1,069,923</u>

Reconciliation of Excess <Deficiency> of Revenues over Expenses to Net Cash Received by Operations:
Excess <Deficiency> of

Revenues over Expenses	\$ (97,607)	\$ 146,336	\$ 48,729
Decreased Assessments Receivable	1,937	(46)	1,891
Decreased Bad Debt Allowance	(1,508)	(26)	(1,534)
Increased Prepaid Insurance	(182)		(182)
Increased Prepaid Taxes	(2,081)		(2,081)
Increased Prepaid Expenses	(1,295)		(1,295)
Adjusted for Depreciation	123,322		123,322
Decreased Accounts Payable	(1,416)		(1,416)
Decreased Prepaid Assessments	(6,355)	(2,743)	(9,098)
Increased Deposits on Marina Moorage	650		650
Decreased Taxes Payable	(1,198)		(1,198)
Decreased Accrued Payroll	(95)		(95)
Decreased Vacation Payable	(1,017)		(1,017)
Net Increase <Decrease> in Operating Cash	<u>\$ 13,155</u>	<u>\$ 143,522</u>	<u>\$ 156,677</u>

See Notes to the Financial Statements

Cape George Colony Club
Notes to the Financial Statements
December 31, 2017

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Cape George Colony Club was incorporated June 14, 1967 in the state of Washington as a nonprofit corporation. The Association is responsible for the operation and maintenance of the common property. Cape George Colony Club consists of 662 lots in a planned residential development located in Port Townsend, Washington.

Accounting Method

The Association prepares its statements on the accrual basis of accounting whereby income and expenses are recognized when earned and incurred. Fund accounting is employed to properly account for the monies. The Operating Fund is used to pay for all utility, insurance, general maintenance, landscaping, and administrative obligations of the Association. The Replacement Fund has been established to meet the replacement and major repair obligations of the Association with regard to the common area components.

Capitalization Policy

Replacements and improvements to the real property are capitalized on the books of the Association and recorded at cost. The property is depreciated over its estimated useful lives using the straight line method of depreciation.

Assessments Receivable

Association members are subject to assessments to provide funds for the Association's operating expenses, future capital acquisitions, and major repairs and replacements. Assessments receivable at the balance sheet date represent fees due from unit owners. The Association's Declaration provides for various collection remedies for delinquent assessments including the filing of liens, foreclosing on the unit owner, and obtaining judgment on the assets of the unit owner. The Association uses the allowance method to account for uncollectible assessments receivable, which approximates the net realizable value.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash, including Interest Bearing Deposits

For purposes of the statement of cash flows, Cash, including Interest Bearing Deposits, includes cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less.

Fair Value Measurements

The three levels of the fair value hierarchy under ASC 820, Fair Value Measurements and Disclosures, are described below:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Association has the ability to access.

Level 2: Inputs to the valuation methodology include quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

Date of Review

In preparing the financial statements, the Association has evaluated events and transactions for potential recognition or disclosure through the date of the audit report, which is the date that the financial statements were issued or available to be issued.

Cape George Colony Club
Notes to the Financial Statements
December 31, 2017

NOTE 2 - REPLACEMENT FUNDING PROGRAM

The Association is currently funding replacement reserve accounts for the future major repair and replacement of Association common areas as disclosed in Note 1. Accumulated funds are held in separate accounts and are generally not available for operating purposes. The funding is based upon a professional reserve study approved by the Board of Trustees. The funding uses as a base a tri-annual professional reserve study approved by the Board. The Board does believe that the funds will adequately provide for the majority of future major repairs and replacements as illustrated in annual disclosure documents provided to all members. Beginning in 2015, a member-approved Bylaw established a standing routine reserve assessment of \$180 per member lot, per year. Per this member-approved Bylaw, the reserve assessment may be increased by a maximum of 2.5% per year.

There were significant changes between the Required Supplementary Information presented in the prior audit and in the current audit. The Association changed reserve study preparers and it was determined that reserve component asset remaining lives and replacement costs in the General, Marina and Water cost centers required revision. Some of the most significant changes were: 1) decreasing the costs of major asphalt repairs, diesel generator replacement and wood pilings replacement, 2) removing from the reserve study the replacement of the clubhouse, office and workshop and instead adding individual component replacements like roofs, gutters, siding, etc. where applicable for those buildings and also adding to the reserve study the replacement cost of the phase 3 water system delivery pipes, and 3) increasing the costs of the replacements of well #4, concrete boat ramp and the dock electrical. These changes have been approved by the Board of Trustees.

The Board of Trustees approved a Funds Transfer of \$34,063 as excess operating cash to the Replacement Fund.

Funds are being accumulated in the Replacement Fund based on estimates of future needs for repairs and replacements of common property components. Actual expenditures may vary from the estimated future expenditures, and variations may be material. Therefore, the amounts accumulated in the Replacement Fund may not be adequate to meet all future needs for major repairs and replacements. If additional funds are needed, the Association has the right, subject to certain legal limitations, to increase assessments, pass special assessments, or delay replacement if these funds are found to be inadequate for all future costs.

NOTE 3 - FEDERAL INCOME TAXES

Associations may be taxed either as homeowners associations or as regular corporations. For the current year the Association elected to file as a homeowners association using form 1120-H under Internal Revenue Code Section 528. Under that Section, the Association is not taxed on income and expenses related to its exempt purpose, which is the acquisition, construction, management, maintenance and care of Association property. Net nonexempt function income which includes interest, user fees and revenues from non-members is taxed at 30%. Certain expenses were allocated to offset a portion of the taxable income.

The Association's federal tax return is subject to audit by the Internal Revenue Service. The tax returns for the current and prior two fiscal years remain open for examination by the IRS. In evaluating the Association's tax positions and accruals, the Association believes that its estimates are appropriate based on the current facts and circumstances.

NOTE 4 - OWNERS' ASSESSMENTS

Assessments are billed to owners four times a year. The General Assessment to all owners was \$108 per single lot each quarter. The Reserve Assessment to all owners was \$46 per single lot each quarter.

In addition, lots with water hook-ups were charged \$90 per developed lot each quarter and reported as Water Use Fees. In January of each following year, unit owners are billed for any excess water usage during the prior year. In January 2018, \$2,284 was billed for 2017 excess usage, as compared with \$1,557 billed in January 2017 for 2016 excess usage.

The annual budget and owners' assessments are determined by the Board of Trustees, within certain restrictions. At the end of the year, excess operating funds are either allocated to the Replacement funds or retained for use in future operations.

Cape George Colony Club
 December 31, 2017
 Supplementary Information on Future Major Repairs
 and Replacements
 (Unaudited)

A Level 2 reserve study update with a site visit was completed by Reserve Consultants LLC on August 10, 2017 for the period January 1, 2018 to December 31, 2018 to estimate the remaining useful lives and the replacement costs of the components of common property. The estimates were based on current estimated replacement costs. Funding requirements consider an annual inflation rate of 2.0% and interest of 1.0% net of taxes, for years 2017 and 2018 then increase to 3.0% and 2.0%, respectively, on years 2019 through 2027 on amounts funded for future major repairs and replacements. The following table is based on the study and presents significant information about the components of common property.

Component	Estimated Remaining Useful Life in Years	Estimated Current Replacement Costs	Fund Balance at Year End
Asphalt Overlay - Phase 1	12	\$ 140,440	
Asphalt Overlay - Phase 2	17	205,740	
Asphalt Overlay - Phase 3	22	138,270	
Asphalt - Major Repairs	9	25,470	
Playground - Replace	5	4,200	
Clubhouse Gazebo - Replace	0	3,500	
Workshop Gazebo - Replace	15	3,500	
Memorial Park Gazebo - Replace	6	3,500	
Building Major Repair - Contingency	2	21,800	
Clubhouse Gutters - Replace	9	3,720	
Maint. Comp. Shingle Roof - Replace	5	3,250	
Clubhouse Comp. Shingle Roof - Replace	3	33,430	
Office Comp. Shingle Roof - Replace	11	3,710	
Workshop Comp. Shingle Roof - Replace	5	5,880	
Maintenance Roll Up Door - Replace	8	3,010	
Fitness Center Carpet - Replace	2	5,470	
Office Carpet - Replace	7	17,190	
Clubhouse Exterior Surfaces - Paint	4	4,950	
Clubhouse Interior Surfaces - Paint	8	10,510	
Office Interior Surfaces - Paint	6	3,370	
John Deere 990 Tractor - Replace	3	7,900	
John Deere 990 Bucket - Replace	3	1,050	
John Deere 990, 8B Backhoe - Replace	3	1,310	
Ford Diesel Stakebed - Replace	9	15,000	
Ford Ranger XLT 1/2 Ton - Replace	0	7,000	
Toro Riding Mower - Replace	1	3,710	
Rankin Brush Hog - Replace	3	4,360	
Snow Plow Attachment - Replace	3	4,590	
Salt Spreader - Replace	5	6,890	
Clubhouse Dish Sanitizer - Replace	0	3,640	
Fitness Equipment - Contingency	1	3,500	
Clubhouse Wood Furnishings - Update	3	4,190	
Clubhouse Upholstered Furnishings - Update	4	9,870	
Clubhouse Electronics - Upgrade	5	8,240	
Clubhouse Piano - Replace	8	5,740	
Clubhouse Restrooms - Update	5	4,300	
Clubhouse Restroom Partitions - Replace	5	4,835	
Clubhouse Vinyl Tile Flooring - Replace	25	25,510	
Clubhouse Blinds - Replace	11	4,950	
Clubhouse Millwork - Replace	8	14,270	
Clubhouse Countertops - Replace	8	6,560	
Pool Restrooms - Update	17	3,370	
Pool Showers - Update	1	6,200	
Pool - Paint Surface	8	12,710	
Pool & Wading Pool - Resurface	3	16,480	
Pool Deck - Recoat	5	2,310	
Pool 250K BTU Heaters - Major Repair	2	4,810	
Pool Dehumidifier - Replace	10	126,990	
Pool Heat Pump #1 - Replace	6	9,810	
Pool Heat Pump #2 - Replace	11	9,810	

continued on next page

Cape George Colony Club
 December 31, 2017
 Supplementary Information on Future Major Repairs
 and Replacements
 (Unaudited)

GENERAL

<u>Component - CONT.</u>	<u>Estimated Remaining Useful Life in Years</u>	<u>Estimated Current Replacement Costs</u>	<u>Fund Balance at Year End</u>
Shoreline Berm - Major Repairs	29	\$ 53,670	
Site Drainage - Major Improvements	25	16,000	
Septic System - Major Repairs	23	15,190	
Clubhouse Furnace - Replace	11	3,310	
Clubhouse Split System - Replace	3	6,460	
Barrier Arm Operator - Replace	1	6,570	
Entrance Access Keypad - Replace	9	9,590	

Percent Funded as of January 1, 2018 GENERAL - 28.0%

Draft

Cape George Colony Club
 December 31, 2017
 Supplementary Information on Future Major Repairs
 and Replacements
 (Unaudited)

A Level 2 reserve study update with a site visit was completed by Reserve Consultants LLC on August 10, 2017 for the period January 1, 2018 to December 31, 2018 to estimate the remaining useful lives and the replacement costs of the components of common property. The estimates were based on current estimated replacement costs. Funding requirements consider an annual inflation rate of 2.0% and interest of 1.0% net of taxes, for years 2017 and 2018 then increase to 3.0% and 2.0%, respectively, on years 2019 through 2027 on amounts funded for future major repairs and replacements. The following table is based on the study and presents significant information about the components of common property.

<u>Component</u>	<u>Estimated Remaining Useful Life in Years</u>	<u>Estimated Current Replacement Costs</u>	<u>Fund Balance at Year End</u>
Concrete Boat Ramp - Replace	5	\$ 38,310	
Gravel - Replace	1	13,600	
Dock Float - Replace Phase 1	14	16,900	
Dock Float - Replace Phase 2	15	16,900	
Dock Float - Replace Phase 3	16	16,900	
Dock Float - Replace Phase 4	17	16,900	
Decking - Replace Phase 1	10	18,000	
Decking - Replace Phase 2	11	18,000	
Decking - Replace Phase 3	12	18,000	
Decking - Replace Phase 4	13	18,000	
Decking - Replace Phase 5	14	18,000	
Wood Pilings - Replace Major Repairs	9	152,600	
North Gangway - Replace	20	8,630	
South Gangway - Replace	8	8,630	
Helix Mooring Buoys - Replace	4	3,820	
Helix Mooring Buoys - Replace	5	3,820	
Basin - Complete Dredging	5	60,000	
Basin - Partial Dredging	3	12,000	
Cleaning Station - Replace	8	4,860	
Wood Deck - Replace	8	4,760	
Electrical System - Contingency	1	101,000	
Marina Water Supply System - Contingency	2	4,050	

Percent Funded as of January 1, 2018 MARINA - 21.0%

Cape George Colony Club
 December 31, 2017
 Supplementary Information on Future Major Repairs
 and Replacements
 (Unaudited)

A Level 2 reserve study update with a site visit was completed by Reserve Consultants LLC on August 10, 2017 for the period January 1, 2018 to December 31, 2018 to estimate the remaining useful lives and the replacement costs of the components of common property. The estimates were based on current estimated replacement costs. Funding requirements consider an annual inflation rate of 2.0% and interest of 1.0% net of taxes, for years 2017 and 2018 then increase to 3.0% and 2.0%, respectively, on years 2019 through 2027 on amounts funded for future major repairs and replacements. The following table is based on the study and presents significant information about the components of common property.

WATER

Component	Estimated Remaining Useful Life in Years	Estimated Current Replacement Costs	Fund Balance at Year End
Chain Link Fence - Replace	17	\$ 13,090	
Building Major Repair - Contingency	2	6,000	
Maint. Comp. Shingle Roof - Replace	5	3,250	
Maintenance Roll Up Door - Replace	8	3,010	
Well House Metal Doors - Replace	8	3,310	
John Deere 990 Tractor - Replace	3	7,900	
John Deere 990 Bucket - Replace	3	1,050	
John Deere 990, 8B Backhoe - Replace	3	1,310	
Ford Diesel Stakebed - Replace	9	15,000	
Ford Ranger XLT 1/2 Ton - Replace	0	7,000	
Diesel Fuel Storage Tank - Replace	14	4,210	
Diesel Generator - Replace	15	13,350	
Water Filter System Media - Replace	4	13,690	
Water Filter System - Replace	11	42,120	
Water Meter Register & Battery - Replace	11	73,150	
Water Meter - Replace	30	112,490	
Booster Pumps - Replace	3	8,510	
Well Control Panel - Replace	14	3,700	
Well #4 - Replace	7	70,000	
Water Storage Tank #4 - Replace	7	52,600	
Pump #4 - Replace	19	18,230	
Water Storage Tank #5 - Replace	11	52,600	
Well #6 - Replace	30	70,000	
Water Storage Tank #6 - Replace	11	52,600	
Pump #6 - Replace	6	18,230	
Water Storage Tank #7 - Replace	30	52,600	
Pump #8 - Replace	17	18,230	
Water System Delivery Pipes - Replace Phase 1	18	847,160	
Water System Delivery Pipes - Replace Phase 2	23	847,160	
Water System Delivery Pipes - Replace Phase 3	28	847,160	

Percent Funded as of January 1, 2018 WATER - 27.0%

TOTAL for General, Marina and Water

\$ 874,310

**U.S. Income Tax Return
for Homeowners Associations**

Department of the Treasury
Internal Revenue Service

▶ Go to www.irs.gov/Form1120H for instructions and the latest information.

2017

For calendar year 2017 or tax year beginning _____, 2017, and ending _____,

TYPE OR PRINT	Cape George Colony Club 61 Cape George Drive Port Townsend, WA 98368	Employer identification number 91-0831160 <small>Date association formed</small> 6/14/1967
------------------------------	--	--

Check if: (1) Final return (2) Name change (3) Address change (4) Amended return

A Check type of homeowners association: Condominium management association Residential real estate association Timeshare association

B Total exempt function income. Must meet 60% gross income test. See instructions.....	B	461,780.
C Total expenditures made for purposes described in 90% expenditure test. See instructions.....	C	618,394.
D Association's total expenditures for the tax year. See instructions.....	D	657,697.
E Tax-exempt interest received or accrued during the tax year.....	E	

Gross Income (excluding exempt function income)

1 Dividends.....	1	
2 Taxable interest.....	2	922.
3 Gross rents.....	3	39,011.
4 Gross royalties.....	4	
5 Capital gain net income (attach Schedule D (Form 1120)).....	5	
6 Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797).....	6	
7 Other income (excluding exempt function income) (attach statement).....	7	
8 Gross income (excluding exempt function income). Add lines 1 through 7.....	8	39,933.

Deductions (directly connected to the production of gross income, excluding exempt function income)

9 Salaries and wages.....	9	
10 Repairs and maintenance.....	10	
11 Rents.....	11	
12 Taxes and licenses.....	12	
13 Interest.....	13	
14 Depreciation (attach Form 4562).....	14	
15 Other deductions (attach statement)..... See Statement 1	15	39,303.
16 Total deductions. Add lines 9 through 15.....	16	39,303.
17 Taxable income before specific deduction of \$100. Subtract line 16 from line 8.....	17	630.
18 Specific deduction of \$100	18	\$100.

Tax and Payments

19 Taxable income. Subtract line 18 from line 17.....	19	530.		
20 Enter 30% (0.30) of line 19. (Timeshare associations, enter 32% (0.32) of line 19.).....	20	159.		
21 Tax credits (see instructions).....	21			
22 Total tax. Subtract line 21 from line 20. See instructions for recapture of certain credits.....	22	159.		
23 a 2016 overpayment credited to 2017... <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width:50px;">23a</td><td></td></tr></table>	23a			
23a				
b 2017 estimated tax payments..... <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width:50px;">23b</td><td style="text-align: right;">2,240.</td></tr></table>	23b	2,240.		
23b	2,240.			
c Total ▶ <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width:50px;">23c</td><td style="text-align: right;">2,240.</td></tr></table>	23c	2,240.		
23c	2,240.			
d Tax deposited with Form 7004..... <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width:50px;">23d</td><td></td></tr></table>	23d			
23d				
e Credit for tax paid on undistributed capital gains (attach Form 2439)..... <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width:50px;">23e</td><td></td></tr></table>	23e			
23e				
f Credit for federal tax paid on fuels (attach Form 4136)..... <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width:50px;">23f</td><td></td></tr></table>	23f			
23f				
g Add lines 23c through 23f.....	23g	2,240.		
24 Amount owed. Subtract line 23g from line 22. See instructions.....	24			
25 Overpayment. Subtract line 22 from line 23g.....	25	2,081.		
26 Enter amount of line 25 you want: Credited to 2018 estimated tax ▶ 181. Refunded ▶	26	1,900.		

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer _____ Date _____ Title _____

May the IRS discuss this return with the preparer shown below? See instrs. Yes No

Paid Preparer Use Only

Print/Type preparer's name Susan K Stenberg	Preparer's signature Susan K Stenberg	Date 3/01/18	Check <input type="checkbox"/> if self-employed	PTIN P02049262
Firm's name ▶ Cagianut & Company, CPA			Firm's EIN ▶	
Firm's address ▶ 13510 SE 59th St Bellevue, WA 98006-4118			Phone no.	

Cape George Manager

From: george conner <ghconner67@hotmail.com>
Sent: Tuesday, February 27, 2018 9:40 AM
To: Cape George Manager
Subject: 30 Maxwell construction project

Please be advised I would like to come before the Board members to discuss the latest fine you have assessed to my home building project at the above mentioned address.

It is my understanding that the next meeting will be held March 13th at 3:00pm at the Cape George Office.

Thank you for this opportunity to discuss.

Respectfully

George H. Conner

CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

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

RESOLUTION

No: 03-13-18

Whereas the Board of Trustees of Cape George Colony Club is authorized to transfer Reserve Funds, and

Whereas the Board deems it necessary to make such transfer as outlined:

General Reserve Account
To General Checking Account-----\$7194

Be it resolved that \$7194 be transferred from the General Reserve Account to the Cape George Colony Club General Checking Account to reimburse for painting of the swimming pool room.

Dated this 13th day of March 2018.

Note: Invoices paid:

Phillips Painting	\$7194.00
Total	\$7194.00

Study Session Agenda
April 10, 2018
3:00 PM at the Clubhouse

A. President's Comments and Announcements

1. Welcome
2. An executive session to discuss personnel and legal matters is scheduled immediately following the Board Meeting

B. Letters from Members

C. Manager's Comments

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.

1. Present and discuss Coast Geologic sediment study final report – Ross Anderson and Jim Bodkin
2. Review the Fitness Committee's donation of \$2112.42 to upgrade the treadmill purchased. – Sharon Mitchel
3. Review a resolution to transfer \$3500 from Reserves to General checking to reimburse for purchase of a treadmill. – Sharon Mitchel
4. Review a member request for abating 2 building fines totaling \$550. Home has now been completed on exterior. – Sharon Mitchel
5. Review a member's request to cancel moorage charges since his boat is 3' larger than the slip he was recently offered. – Sharon Mitchel
6. Review a member request for a refund of \$10 paid for a ramp key – Sharon Mitchel
7. Review a payment plan requested by a member. – Sharon Mitchel
8. Review 5 due date adjustments for 4 members – Sharon Mitchel
9. Discuss One Lot/One Vote – Carol Wood

E. Member Participation (Compliments, Issues, 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.

Open Board Discussion

F. Announcements

Board Meeting – April 12, 2018 3:30 P.M.
Study Session – May 8, 2018 3:00 P.M.
Board Meeting – May 10, 2018 3:30 P.M.

Close Study Session

Ann Candioto
51 N Rhododendron Dr.
360 379 2563
March 30, 2018
Cape George Board of Trustees
Cape George Manager

Dear Folks,

I recently returned from six weeks away and was pleased to see the new 20mph signs with their flags – it helps me remember! I was disappointed, however that none were placed on Marina Drive and the area where it enters the clubhouse parking. Having been down there in the afternoons, most days for the last ten years or so, I can report that we frequently see people flying off that hill – even towing boats. There is something irresistible about the Coney Island roller coaster shape of that bit of road – it even has the thrilling curve where you might fly into the saltwater. Anyhow I and my fellow dog owners see speeders there every day – right into the parking lot where there are people backing out, walkers, bikers, sometimes dogs, and folks running late to make the Board meeting. Please consider at least two signs for that hill.

Thank you for all that you do,
Ann

RECEIVED APR - 5 2018

Cape George HOA Trustee's

April 5, 2018

RE: Permit for temporary pet ramp
W. R. Hamilton
61 Cedar Drive

I am requesting the permission of the Cape George HOA to tolerate the pet ramp my builder installed from my front porch into my backyard. It is twenty feet long to minimize the slope so my dog can easily access the upper floor of my home.

My 14-year-old shepherd mix has the bad hips that are typical of shepherds. She has been on medication for over two years for this condition. Recently, she suffered some sort of injury while going down stairs that made her afraid to descend to the ground level. I tried helping her by slinging a towel under her belly to support her hips by going down the stairs with her. This helped for a couple of days until she figured out how to manipulate her way out of the sling before we even started down the stairs (she is about 60 pounds). After cleaning up a puddle up-stairs about the size of Lake Erie, I called my builder and he said he would make time to come over and install a temporary ramp to give Topaz easier access to ground level. He was kind enough to do that the next day. As he was completing the project, my neighbor Bill came over to inform him that we needed a permit to do that. I was not home and was surprised to hear that a temporary ramp in the back yard would require me to submit to the permit process. In my mind and considering the possible life ending threat to my dog, I considered the situation an emergency and had the ramp installed.

I respectfully request that you give me a permit for this temporary structure that is so important to my dog and me.

Thank you,



William R. Hamilton
61 Cedar Dr

402 680-5515
hamiltonw733@gmail.com

Per-Vehicle Summary Report: 12

Station ID : 12

Info Line 1 : Saddle Drive
 Info Line 2 : 181 & 251

GPS Lat/Lon :

Source File : 12 (PerVeh, 0952-032618 To 0941-040218)

Last Connected Device Type : RoadRunner3

Version Number : 1.32

Serial Number : 160768

Number of Lanes : 2

Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

Average Daily Traffic (ADT)

<u>Weekday</u>			<u>Weekend</u>			<u>Total ADT</u>		
Cars :	216	(98%)	Cars :	171	(98%)	Cars :	203	(98%)
Trucks :	2	(2%)	Trucks :	2	(2%)	Trucks :	2	(2%)
Total :	219		Total :	173		Total :	205	

Speed Totals

50 % :	27.2 mph	Top Speed :	53.3 mph	Average Truck Speed :	26.6 mph
85 % :	33.9 mph	Low Speed :	6.0 mph	Average Car Speed :	27.1 mph
Avg :	27.1 mph	10mph Pace Speed :	22.8 - 32.7 (57.7%)		

Peak Hour Totals

<u>AM Peak Hour (Volume)</u>	<u>AM Peak Hour (Speed)</u>
Weekday : 10:15 - 11:15 (Avg 19)	00:00 - 01:00 (43.6 mph)
Weekend : 10:45 - 11:45 (Avg 12)	05:15 - 06:15 (32.9 mph)
<u>PM Peak Hour (Volume)</u>	<u>PM Peak Hour (Speed)</u>
Weekday : 12:00 - 13:00 (Avg 21)	22:00 - 23:00 (30.8 mph)
Weekend : 15:15 - 16:15 (Avg 21)	22:30 - 23:30 (34.2 mph)

Grand Totals

Total Cars :	1415 (	203 ADT)	Average Length :	9.6 ft	Average Headway :	371.7 sec
Total Trucks :	18 (	2 ADT)	Average Axles :	2.0	Average Gap :	371.4 sec
Total Volume :	1433 (	205 ADT)				

Classification Summary Report: 12

Station ID : 12

Info Line 1 : Saddle Drive
 Info Line 2 : 181 & 251

Last Connected Device Type : RoadRunner3

Version Number : 1.32

Serial Number : 160768

GPS Lat/Lon :

Source File : 12 (PerVeh, 0952-032618 To 0941-040218)

Number of Lanes : 2

Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

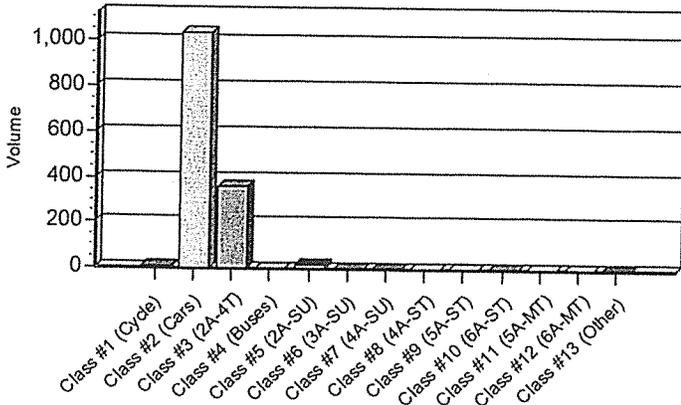
Axle Class Summary:

(DEFAULT)	Description	Lane	#1 Cycle	#2 Cars	#3 2A-4T	#4 Buses	#5 2A-SU	#6 3A-SU	#7 4A-SU	#8 4A-ST	#9 5A-ST	#10 6A-ST	#11 5A-MT	#12 6A-MT	#13 Other	Total
Total Count :	#1.		10	588	108	0	2	0	0	0	0	0	0	0	0	708
	#2.		3	450	256	1	14	0	0	1	0	0	0	0	0	725
			13	1038	364	1	16	0	0	1	0	0	0	0	0	1433
Percents :	#1.		1%	83%	15%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	49%
	#2.		0%	62%	35%	0%	2%	0%	0%	0%	0%	0%	0%	0%	0%	51%
			1%	72%	25%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	

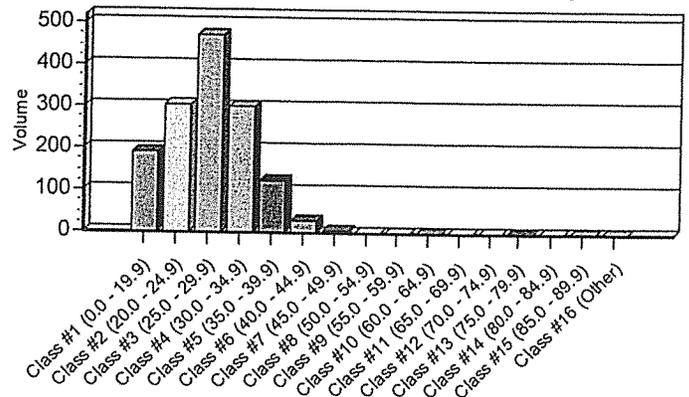
Speed Class Summary:

(DEFAULT)	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15	#16	Other	Total	
	0.0 - 19.9	20.0 - 24.9	25.0 - 29.9	30.0 - 34.9	35.0 - 39.9	40.0 - 44.9	45.0 - 49.9	50.0 - 54.9	55.0 - 59.9	60.0 - 64.9	65.0 - 69.9	70.0 - 74.9	75.0 - 79.9	80.0 - 84.9	85.0 - 89.9				
Total Count :	#1.	124	222	280	74	7	1	0	0	0	0	0	0	0	0	0	0	0	708
	#2.	69	84	192	228	118	26	7	1	0	0	0	0	0	0	0	0	0	725
		193	306	472	302	125	27	7	1	0	0	0	0	0	0	0	0	0	1433
Percents :	#1.	18%	31%	40%	10%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	49%
	#2.	10%	12%	26%	31%	16%	4%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	51%
		13%	21%	33%	21%	9%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Avg, 50, 67, 85 :	#1.	23.5	25.2	27.3	29.5	Pace (pace %) :					20.1 - 30.0	70.9%	Days & ADT : #1.				7.0	101	
	#2.	29.1	30.5	33.1	37.0						25.0 - 34.9	57.9%	#2.				7.0	104	
		26.3	27.3	29.8	34.0						20.4 - 30.3	54.7%					7.0	205	

Axle Class vs. Volume (all lanes)



Speed Class vs. Volume (all lanes)



Per-Vehicle Summary Report: 11

Station ID : 11

Info Line 1 : Saddle Drive
Info Line 2 : 410 & Lot 9

Last Connected Device Type : RoadRunner3

Version Number : 1.32

Serial Number : 160768

GPS Lat/Lon :

Number of Lanes : 2

Source File : 11 (PerVeh, 0805-032018 To 0942-032618)

Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

Average Daily Traffic (ADT)

Weekday			Weekend			Total ADT		
Cars :	137	(97%)	Cars :	97	(98%)	Cars :	124	(98%)
Trucks :	2	(3%)	Trucks :	1	(2%)	Trucks :	2	(2%)
Total :	140		Total :	98		Total :	126	

Speed Totals

50 % :	26.6 mph	Top Speed :	51.9 mph	Average Truck Speed :	25.8 mph
85 % :	31.8 mph	Low Speed :	7.6 mph	Average Car Speed :	26.5 mph
Avg :	26.5 mph	10mph Pace Speed:	20.8 - 30.7 (66.9%)		

Peak Hour Totals

AM Peak Hour (Volume)	AM Peak Hour (Speed)
Weekday : 09:00 - 10:00 (Avg 12)	05:45 - 06:45 (31.6 mph)
Weekend : 10:30 - 11:30 (Avg 8)	08:00 - 09:00 (28.8 mph)
PM Peak Hour (Volume)	PM Peak Hour (Speed)
Weekday : 15:15 - 16:15 (Avg 15)	16:00 - 17:00 (28.5 mph)
Weekend : 13:15 - 14:15 (Avg 14)	18:30 - 19:30 (30.5 mph)

Grand Totals

Total Cars :	750 (124 ADT)	Average Length :	10.0 ft	Average Headway :	546.2 sec
Total Trucks :	14 (2 ADT)	Average Axles :	2.0	Average Gap :	545.9 sec
Total Volume :	764 (126 ADT)				

Classification Summary Report: 11

Station ID : 11

Info Line 1 : Saddle Drive
 Info Line 2 : 410 & Lot 9

Last Connected Device Type : RoadRunner3
 Version Number : 1.32
 Serial Number : 160768

GPS Lat/Lon :

Source File : 11 (PerVeh, 0805-032018 To 0942-032618)

Number of Lanes : 2
 Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

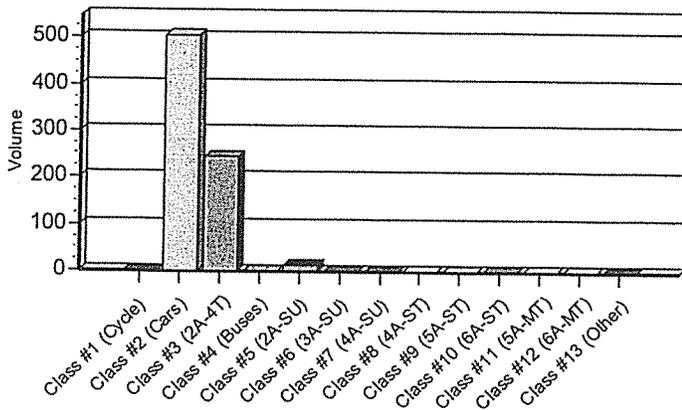
Axle Class Summary:

(DEFAULTC)		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	Total
Description	Lane	Cycle	Cars	2A-4T	Buses	2A-SU	3A-SU	4A-SU	4A-ST	5A-ST	6A-ST	5A-MT	6A-MT	Other	
Total Count :	#1.	2	223	149	1	7	1	0	0	0	0	0	0	1	384
	#2.	0	282	94	0	4	0	0	0	0	0	0	0	0	380
		2	505	243	1	11	1	0	0	0	0	0	0	1	764
Percents :	#1.	1%	58%	39%	0%	2%	0%	0%	0%	0%	0%	0%	0%	0%	50%
	#2.	0%	74%	25%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	50%
		0%	66%	32%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	

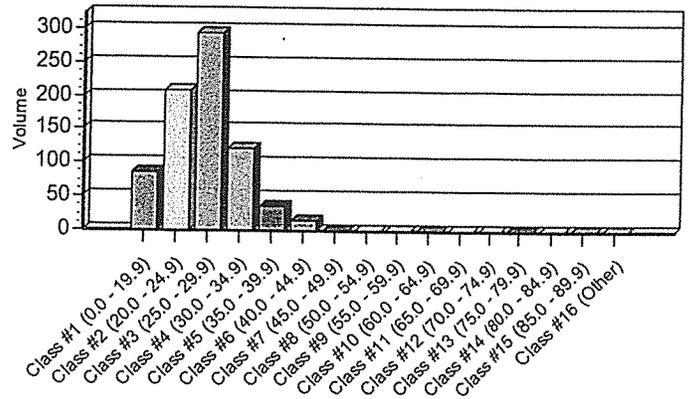
Speed Class Summary:

(DEFAULTX)		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15	#16	Total	
		0.0 - 19.9	20.0 - 24.9	25.0 - 29.9	30.0 - 34.9	35.0 - 39.9	40.0 - 44.9	45.0 - 49.9	50.0 - 54.9	55.0 - 59.9	60.0 - 64.9	65.0 - 69.9	70.0 - 74.9	75.0 - 79.9	80.0 - 84.9	85.0 - 89.9	Other		
Total Count :	#1.	23	79	140	95	30	15	1	1	0	0	0	0	0	0	0	0	384	
	#2.	62	129	154	28	7	0	0	0	0	0	0	0	0	0	0	0	380	
		85	208	294	123	37	15	1	1	0	0	0	0	0	0	0	0	764	
Percents :	#1.	6%	21%	36%	25%	8%	4%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	
	#2.	16%	34%	41%	7%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	
		11%	27%	38%	16%	5%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Avg, 50, 67, 85 :	#1.	28.1	28.1	30.9	34.3	Pace (pace %) :						25.0 - 34.9	61.2%	Days & ADT : #1.				6.1	63
	#2.	23.5	24.9	27.1	29.2							20.1 - 30.0	74.5%	#2.				6.1	63
		25.8	26.6	28.6	32.5							20.1 - 30.0	66.0%					6.1	126

Axle Class vs. Volume (all lanes)



Speed Class vs. Volume (all lanes)



Per-Vehicle Summary Report: 10

Station ID : 10

Info Line 1 : Ridge Drive
Info Line 2 : 230 and lot 85

GPS Lat/Lon :

Source File : 10 (PerVeh, 0841-031218 To 0742-031918)

Last Connected Device Type : RoadRunner3

Version Number : 1.32

Serial Number : 160768

Number of Lanes : 2

Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

Average Daily Traffic (ADT)

Weekday			Weekend			Total ADT		
Cars :	102	(98%)	Cars :	93	(99%)	Cars :	100	(98%)
Trucks :	1	(2%)	Trucks :	0	(1%)	Trucks :	1	(2%)
Total :	104		Total :	94		Total :	101	

Speed Totals

50 % :	18.0 mph	Top Speed :	75.7 mph	Average Truck Speed :	16.3 mph
85 % :	23.8 mph	Low Speed :	6.2 mph	Average Car Speed :	18.5 mph
Avg :	18.5 mph	10mph Pace Speed:	12.6 - 22.5 (66.7%)		

Peak Hour Totals

AM Peak Hour (Volume)	AM Peak Hour (Speed)
Weekday : 09:30 - 10:30 (Avg 8)	04:30 - 05:30 (26.0 mph)
Weekend : 10:30 - 11:30 (Avg 7)	04:00 - 05:00 (32.7 mph)
PM Peak Hour (Volume)	PM Peak Hour (Speed)
Weekday : 15:15 - 16:15 (Avg 13)	21:30 - 22:30 (24.4 mph)
Weekend : 12:45 - 13:45 (Avg 13)	16:45 - 17:45 (20.7 mph)

Grand Totals

Total Cars :	692 (100 ADT)	Average Length :	9.8 ft	Average Headway :	709.3 sec
Total Trucks :	10 (1 ADT)	Average Axles :	2.0	Average Gap :	709.0 sec
Total Volume :	702 (101 ADT)				

Classification Summary Report: 10

Station ID : 10

Info Line 1 : Ridge Drive
 Info Line 2 : 230 and lot 85

GPS Lat/Lon :

Source File : 10 (PerVeh, 0841-031218 To 0742-031918)

Last Connected Device Type : RoadRunner3

Version Number : 1.32

Serial Number : 160768

Number of Lanes : 2

Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

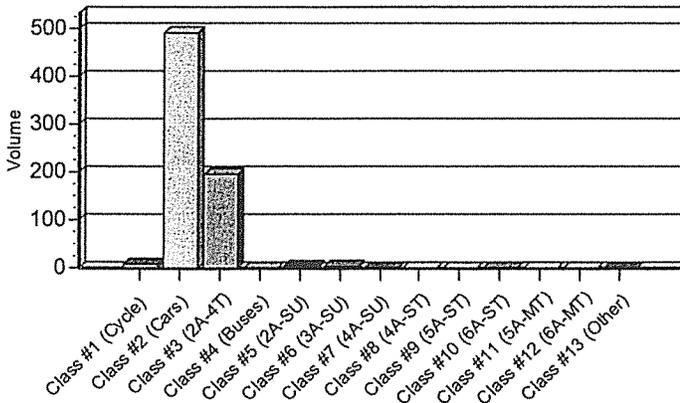
Axle Class Summary:

(DEFAULT)	Description	Lane	#1 Cycle	#2 Cars	#3 2A-4T	#4 Buses	#5 2A-SU	#6 3A-SU	#7 4A-SU	#8 4A-ST	#9 5A-ST	#10 6A-ST	#11 5A-MT	#12 6A-MT	#13 Other	Total
Total Count :	#1.		3	238	128	1	1	3	0	0	0	0	0	0	0	374
		#2.	5	252	66	0	4	1	0	0	0	0	0	0	0	328
			8	490	194	1	5	4	0	0	0	0	0	0	0	702
Percents :	#1.		1%	64%	34%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	53%
		#2.	2%	77%	20%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	47%
			1%	70%	28%	0%	1%	1%	0%	0%	0%	0%	0%	0%	0%	

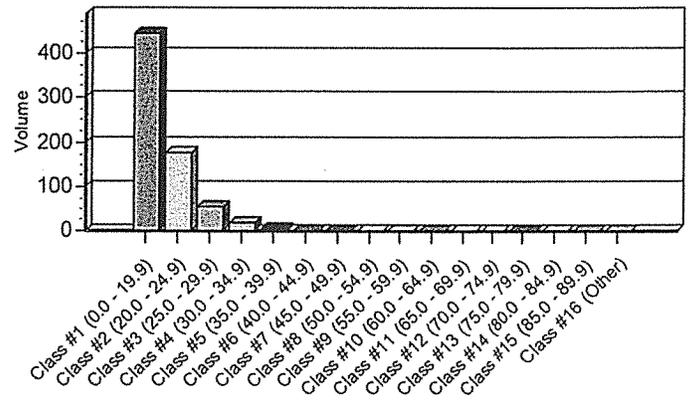
Speed Class Summary:

(DEFAULT)	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15	#16	Total	
	0.0 - 19.9	20.0 - 24.9	25.0 - 29.9	30.0 - 34.9	35.0 - 39.9	40.0 - 44.9	45.0 - 49.9	50.0 - 54.9	55.0 - 59.9	60.0 - 64.9	65.0 - 69.9	70.0 - 74.9	75.0 - 79.9	80.0 - 84.9	85.0 - 89.9	Other		
Total Count :	#1.	219	95	36	17	6	1	0	0	0	0	0	0	0	0	0	0	374
	#2.	227	81	19	0	0	0	0	0	0	0	0	0	1	0	0	0	328
		446	176	55	17	6	1	0	0	0	0	0	0	1	0	0	0	702
Percents :	#1.	59%	25%	10%	5%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	53%
	#2.	69%	25%	6%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	47%
		64%	25%	8%	2%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Avg, 50, 67, 85 :	#1.	16.4	14.9	22.0	26.6	Pace (pace %) :				6.8 - 16.7	43.0%	Days & ADT : #1.				6.9	54	
	#2.	14.3	13.2	16.6	23.1					7.1 - 17.0	49.1%	#2.				6.9	47	
		15.4	14.1	20.8	24.2					6.2 - 16.1	40.7%					6.9	101	

Axle Class vs. Volume (all lanes)



Speed Class vs. Volume (all lanes)



**Cape George Colony Marina, Coastal Processes Study,
Analysis of Sediment Transport and Mitigation Options
for Cape George Marina Entrance Channel**

Final Updated Memo

For: Cape George Colony Marina

By: Jim Johannessen, LEG and Alexis Blue, PE, MS



March 20, 2017

Introduction and Purpose

This analysis and the professional opinions presented in this memo rely on direct observations of beach features in the vicinity of the marina (made in late 2017 and during site visits performed in earlier years), examination of aerial photos, beach area change analysis, wind and sediment stake data discussed in this memo, and over 30 years of professional experience in the greater Puget Sound area. It is important to note that the direct on-site observations and evidence of beach morphology change documented through aerial photos were relied upon more than short- and long-term wind data in forming conclusions, as these data were more conclusive than wind data in the absence of wave data.

Coastal Geologic Services Inc. (CGS) was contracted to undertake the following work statement for this study, as provided by Cape George Colony, with additional elements described below:

CGS reviewed all cited reports and background data in light of today's best available science and determined what options the Community may have to meet the project objective.

Direct and remote observations of the site and surrounding shores were given the greatest weight and priority when drawing conclusions. Discussion of wind data was conducted at the specific request of Cape George Colony, as per the scope of work for this study. The contents of this memo were revised to some extent following receipt of a large series of comments and questions from Cape George residents, along with several focused review questions. The data in this memo was reorganized slightly to be presented in order of relative relevance and importance with regards to reaching conclusions that address the questions CGS was asked to discuss.

These questions CGS was contracted to address were:

1. Will raising the north jetty to full height (+14 FT) likely reduce the amount of sediment deposition in the channel such that annual dredging may not be necessary?
2. If so, will a sediment bypass reducing the accumulation of sediment on the north side of the jetty be a necessary additional measure as some researchers have suggested?

3. How does the Bodkin data on wind and sediment accumulation, which suggests that significant quantities of sediment are entering the channel from the south during winter storm events, affect potential channel modification? (Detailed experimental data on wind speed/direction and sediment measures will be provided by Cape George in Excel format)
4. If so, what cost-effective mitigation measures may be available on the south side of the channel? Such measures should not eliminate the possibility of accessing the channel from the south using land-based equipment when dredging becomes necessary.

Additionally, CGS placed the short-term July 2016 through June 2017 wind data collection in a longer-term perspective by comparing recent time series wind data to longer term data from the nearest available station(s) with exposure to Strait of Juan de Fuca winds. This is important as the area experiences a relatively high degree of interannual variability in wind and wave conditions. CGS examined recorded wave data from NOAA New Dungeness station (with the possibility of including other stations) to compare conditions in the 2016-2017 data period to longer-term data.

Background (Provided by Cape George Colony)

The Cape George Colony Marina was developed in the early 1960s (Exhibit 1; see original request for service document by Cape George Colony for Exhibits). The channel was originally built with two timber pile seawalls on the north and south sides, but no jetty. A rock jetty/groin extension was added on the north side in the 1980s to reduce the sediment accumulation coming from the north. This structure is +14 FT above MLW on the landward side and tapers to sea level over approx. 140 FT. There is no jetty on the south side (Exhibit 3). The timber pile walls were replaced with steel sheet pile walls in 2014, and some rock was added to slightly raise the lower section of the north jetty in 2013/14.

The entrance channel must be dredged annually to remove sediment that is transported by storm events and littoral drift (Exhibit 2). This effort is currently budgeted at \$10-12K/yr. and is conducted using land-based equipment. Dredged sediments are deposited further south along the beach.

Several professional studies of the channel entrance have been performed over the past 45 years. In 1972, Norman (Army Corps of Engineers) conducted a "Feasibility Study" of entrance channel maintenance, which recommended extension of the north jetty and a sediment bypass (Exhibit 4).

In 1988, Coastal Engineering firm Layton and Sell performed an analysis of the situation and proposed the extension and realignment of the north jetty along with an addition of a rock-based south jetty (Exhibit 5).

In 2010, Bluewater Engineering Services conducted a bathymetric survey of the marina, entrance channel, and offshore waters which showed the annual accumulation profile of sediment in the channel prior to dredging (Exhibit 6).

Later in 2010 Layton and Sell created a revised conceptual plan for extending and raising the north jetty to full height and adding a comparable rubble mound rock jetty on the south (Exhibit 7). This approach was not pursued by the Community because of excessive cost estimated at >\$1M.

In 2011, Coastal Geologic Services reported a "Net Shore-drift Rate Estimation" needed for permitting that assumed a net southerly movement of approximately 2000 cubic yards/yr. of sediment (Exhibit 8).

In 2016, based on the need for Cape George-specific sediment transport data identified in the above reports, Marina volunteers led by James Bodkin conducted a study of depth changes over a year in the marina channel. This included recordings of wind direction, duration, and speeds. The study showed primarily east/southeast winter storm event winds along with significant correlation of sediment accumulation on the south side of the north jetty (Exhibit 9). These data were consistent with observations of suspended sediments flowing northward during southerly storm events.

Recent changes in the Jefferson County Shoreline Master Plan have required that dredging be approved only as a last resort. The Cape George Conditional Use Permit, which expires in 2020, was based on our plan at the time of permit application to raise the rock jetty to full height and construct a sediment bypass to significantly reduce the frequency of channel dredging.

Site Conditions Overview

Marina Features

At the time of writing this report, the marina contained several small boat docks and had a total area of just under 3 acres (roughly 122,000 square feet). Armor composed mostly of rock riprap and some older timbers and piles enclosed the marina to the south and west (Figure 1). Steel sheet pile walls and old piles were present on both sides of the inlet channel, and a roughly 130-FT rock jetty extended westward from the northern part of the entrance. A boat ramp was present in the northeast portion of the inner marina.



Figure 1. Location and net shore-drift map for the Cape George drift cell (MacLennan et al., 2013). “Left to right” refers to the direction of net shore-drift when observed from in the water facing the land. Arrow shows marina.

Coastal Processes

The site is within net shore-drift cell JEMA006 (JEF-24) with southwestward drift to the depositional feature of Beckett point located approximately 2 miles southwest of the marina (Figure 1, MacLennan et al., 2013). Net shore-drift refers to the long-term, net effect of littoral or longshore sediment transport in a beach system (Johannessen and MacLennan, 2007). Littoral transport moves along the beach in both directions depending on the direction of wind-generated waves from day to day. However, the dominant direction of transport is southwestward in this case. Past studies for Cape George have come to the same conclusions (Layton & Sell Inc., 1988; Norman, 1972). Net shore-drift mapping information is most easily accessible at the Washington Coastal Atlas website (<https://fortress.wa.gov/ecy/coastalatlus/>).

The shores outside and to the north of the marina entrance are exposed to the northwest with a maximum fetch (open water distance over which wind waves form) to the north-northwest of approximately 33 miles into the Strait of Juan de Fuca past Protection Island. The shores just to the south of the marina entrance experience around 20 miles of maximum fetch from the Strait, with more influence from Protection Island.

CGS reviewed all readily-available aerial photos for the marina and surrounding area to assess coastal processes and evaluate the dominant lateral drift direction. These photos included oblique aerial photos taken by the Department of Ecology from the following dates:

- July 25, 2016 (Figure 2)
- June 23, 2006
- May 22, 2001
- July 12, 1994
- June 12, 1977

The following vertical-format aerial photos were also reviewed (some are in Figures 3-5):

- July 30, 2017 (NASA)
- July 28, 2016 (NASA)
- June 2016 (Google Earth)
- June 26, 2015 (DigitalGlobe)
- July 18, 2015 (DigitalGlobe)
- June 9, 2015 (DigitalGlobe)
- January 19, 2015 (DigitalGlobe)
- July 5, 2013 (NASA)
- September 25, 2011 (USDA FSA)
- June 25, 2009 (USDA FSA)
- April 30, 2009 (USGS)
- June 23, 2006 (USDA FSA)
- December 12, 2005 (USGS)
- July 31, 2005 (NASA)
- September 2, 1991 (USGS)
- June 4, 1965 (WA Dept. of Natural Resources)
- 1941 (US War Dept.)

The Cape George shore is shown in current conditions in a 2016 air photos (Figure 2). The higher-energy swells (which have far more wave power than fetch-limited waves from Discovery Bay) and long fetch wind-generated waves cause southeastward littoral drift to dominate northward littoral drift. Littoral sediment supply is provided from high elevation feeder bluff and feeder bluff-exceptional areas northeast of the marina (MacLennan et al., 2013).



Figure 2. Oblique aerial photo of the Cape George Marina taken 7/25/16 by the Dept. of Ecology.

The marina is constructed within an accretion shoreform, or a larger area of sediment deposition. The inside of the marina is mapped as having No Appreciable Drift due to Low Energy shores (MacLennan et al. 2013). Feeder bluffs are the dominant shoretype within this 4-mile-long drift cell, accounting for approximately 1.5 miles (8,050 feet) of bluff up-drift of the marina, and roughly 1.4 miles (7,800 feet) down-drift. Some of these bluffs are historical feeder bluffs (armored).

An air photo from 1941 (Figure 3 upper frame) shows Cape George prior to dredging and development of the marina. The image clearly shows a steep, erosional bluff shore north of the marina and a more gently sloped and vegetated bank landward of the marina area, with a broad depositional spit present. A relatively shallow area was located just waterward of the depositional feature was. This is a classic example of deposition adjacent to a change in shore origination in the partial lee of a headland, in this case deposition the down-drift, southeast, side (Bird, 2000; Evans, 1942). The area south of the spit has what appears to be the widest low tide terrace in the 1941 image frame, further indicating drift from north to south and deposition increasing to the south. The 1965 image (Figure 3 lower frame) shows the marina without the jetties. The shore is not significantly offset across the inlet in 1965. Shore offset increases dramatically by 2009 (Figure 4 upper frame).

Based on the 2010 bathymetric survey by Bluewater Engineering (provided by Cape George), the +2 FT MLLW contour on the lower beach was offset approximately 130 FT horizontally, with the southeast side of the inlet beach that much farther landward than the north side. This is strong evidence for very dominant southeast-ward net shore-drift.

The shore near the inlet at Cape George faces southwest, and waves from the north, northwest, or west will cause southeastward littoral drift. Previous work for the Cape George community included a study by Norman (1972) and Layton and Sell (2010). Both of these studies used the wave characterization for the site by John Norman, PE (1972), which reported significantly longer wave lengths and wave height from the north, northwest, and west, as compared to wave lengths and heights from the southwest and south. This also supports that the net littoral transport (net shore-drift) is southeastward at the inlet area.

The air photos in Figure 4 show swells/ large waves approaching the marina in both 2009 and 2016. The 2009 image shows waves from the west reaching the shore at the channel at a slight oblique angle, which would result in southeastward net shore-drift. Some turbidity is visible in the image, which appears to diminish to the southeast, possibly suggesting lower wave energy in the southeast. Turbidity in general shows only the presence of silt and clay particles in the water, which are not responsible for beach or inlet deposition. The beach only has coarse sand and larger clasts present, as finer sediments are not stable on the beach and are transported to deeper water.

The 2016 image (which appears to be a hazy compilation of several images; Figure 4 lower frame) shows both swells from the northwest and also swells from the west-southwest. The swells in both of these images would result in southeastward littoral transport at the site. Other years of aerial photos did not clearly show waves at these scales. It is understood that southerly winds are prevailing in winter months.

Examples of similar narrow spits that were deposited just down-drift of a headland are shown in Figure 5. Both frames in Figure 5 are looking northward in perspective view. The Maxwellton Beach example (upper-most portion of image), from southwest Whidbey Island is a large spit complex that originates where the shore orientation changes around a headland, in an area of northward drift. The Point Roberts example from north Whatcom County was also deposited in the partial lee of the high headland on the southeast end of Point Roberts, near a drift cell origin. These sites have many similarities with the undeveloped shore configuration at Cape George, further indicating a strong dominance of southeastward net shore-drift at Cape George.

Observations by Jim Johannessen during a very low tide evening on Nov. 5, 2017 were made all around the marina, the inlet channel, and alongshore for approximately 2,000 FT to the south. Observations of the intertidal beach revealed that the northern beach (north of the channel) was composed of a mix of fine gravel (pebble) and very coarse sand, with some cobble. This sediment generally did not have barnacles or algae growing on the individual clasts, suggesting that active sediment transport was occurring. The intertidal beach south of the channel was much narrower and lower than the beach to the north, and was composed of quite large clasts (cobble) that had extensive barnacle and algae growth, suggesting transport was generally not occurring. The only southern intertidal areas with sand were small areas adjacent to the channel. The beach south of the channel did not have a continuous band of gravel-sand sediment; instead it had a very coarse, natural armor layer of cobble.

A second observation made on the evening of Nov. 5, 2017 during low tide was the presence of an approximately 800 FT-long sand bar around the elevation of mean lower low water (MLLW) that started a short distance south of the dredge disposal area and approximately 250 FT west of the high tide line. A similar feature is present on the right side of Figure 2. This bar did not connect to the upper beach south

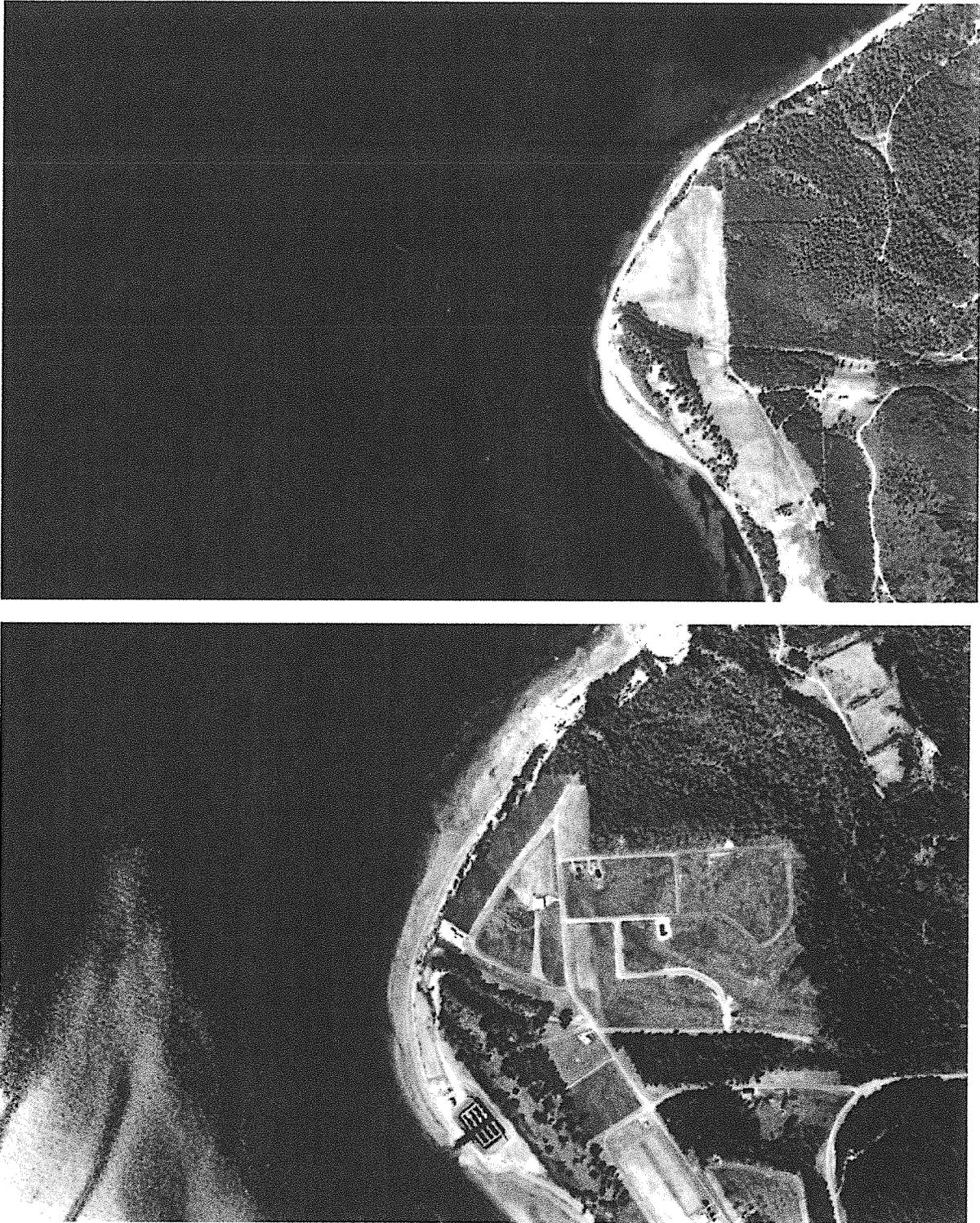


Figure 3. Air photos from 1941 (upper) and 1965 (June 4; lower). From US War Dept. and WA Dept. of Natural Resources.



Figure 4. Air photos from April 2009 (upper) and June 2016 (lower). From USGS and Google Earth.



Figure 5. Examples of similar depositional landforms on the down-drift side of a large headland. Upper frame: Maxwellton Spit, SW Whidbey Island. Lower frame: spit on SE Point Whitehorn, northern Whatcom county. Red lines denote drift from right to left, and green lines denote drift from left to right (observed from the water facing the shore). Images from Google Earth.

of the channel, and had ripples and other bedforms that showed active southward sand transport was occurring (after northerly and northwesterly winds).

These low tide reconnaissance observations indicated that littoral sediment transport was not occurring from south to north along this beach. It should be noted that the site visit was carried out after several days of north and northwest winds. Similar observations should be made at lower tides in the future.

Cape George Marina Data Analysis

Sediment Accumulation

The sedimentation data from Cape George Colony was collected every two weeks using the marina entrance channel markers as reference measurement locations. The depth of water was measured at each channel marker at a fixed point. Figures 6 and 7 describe the depth of the water at different locations around the marina. Green markers were located on the north side of the marina entrance channel. Red markers were located on the south side of the marina entrance channel. Red 1 and Green 1 were the westernmost channel markers, and Red 4 and Green 4 were the easternmost channel markers with markers 2 and 3 falling in numerical order from west to east. The data was collected and plotted by Cape George Colony.

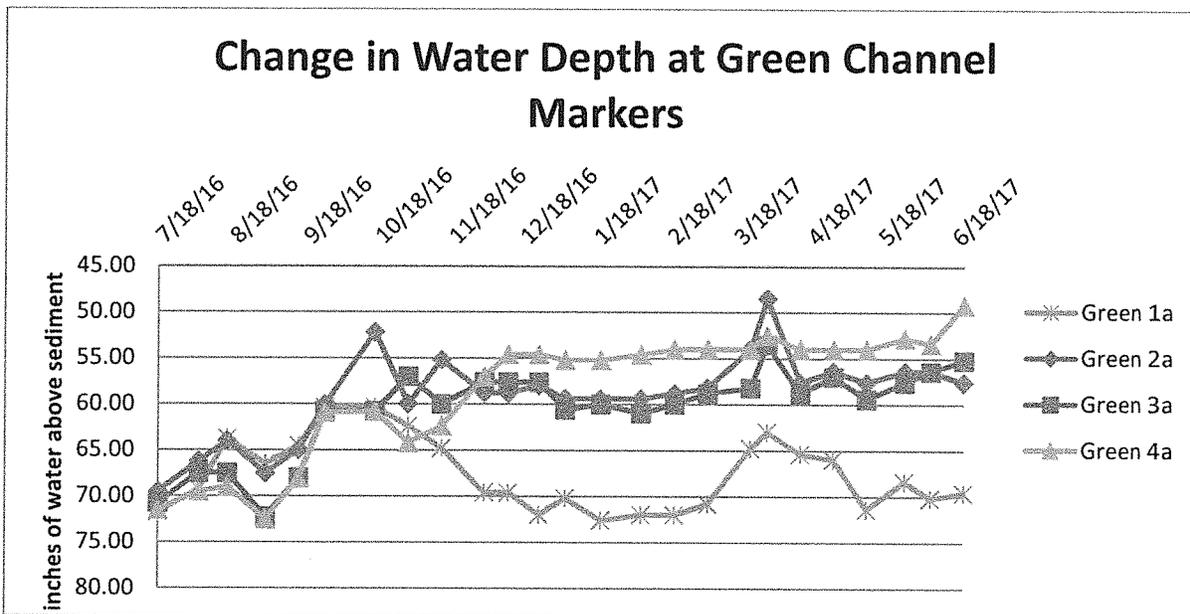


Figure 6. Change in water depth at green channel markers. A decrease in water depth corresponds to sedimentation.

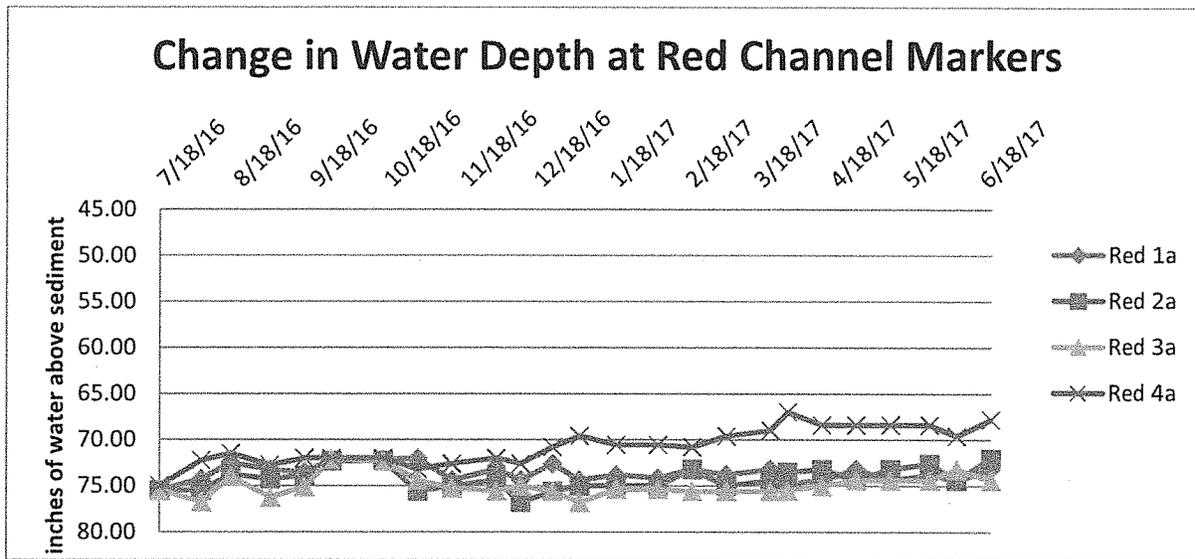


Figure 7. Change in water depth at red channel markers. A decrease in water depth corresponds to sedimentation.

The easternmost channel markers (4) experienced more sedimentation than the others on both sides of the channel. The mid-channel markers on the north experienced the most acute change after large storms, as indicated by the large accumulation events measured between late October and early November of 2016, and in March of 2017 (Figure 6). The most consistent accumulation was documented at the northeastern-most (Green 4) channel marker. Green 4 marker also experienced the most sediment accumulation within the experiment with approximately 22 inches of sediment accumulation.

These sediment data, in combination with on-site observations, suggests that sedimentation was caused by the transportation of sand and fine gravel southward around the end of the north jetty and in towards the marina basin by waves. This agrees with the description offered by residents in a meeting with this author that the channel migrates southward over time. The entrance channel migration to the south appears to be caused by accretion on the north. These data also suggests that “new” sediment is contributed from the north.

Wind Record Comparison

Wind patterns, including prevailing and predominant winds for the immediate area using the nearest recorded data, were used to best determine the wave climate of the site for analysis of net shore-drift/littoral drift and sedimentation. For future stages, if these wind records are to be used for wave hindcasting, additional analysis is required.

The local Cape George Colony community installed an anemometer approximately 15 FT above ground at the marina just north of the channel atop the blue sign. The ground is approximately 15 FT above 0 FT MLLW at this location. The Cape George Colony anemometer collected data from July 18, 2016 to June 22, 2017. The resultant wind rose from all records is shown in Figure 8. It is typically recommended to calculate wind roses from hourly average winds. However, the Cape George Colony wind data did not follow a regular collection pattern. Data manipulation and scrubbing of the client-provided data was not part of the scope of this project. Therefore, all records were used for wind rose development. Additionally, the Cape George Colony wind data recorded wind direction on a Magnetic North Cartesian grid while most wind data is collected relative to True North. The magnetic declination of the Cape

George Colony vicinity is 16° 23' east. Therefore, when comparing wind patterns from other stations, Cape George Colony data should be rotated to the right by this amount for accurate comparison.

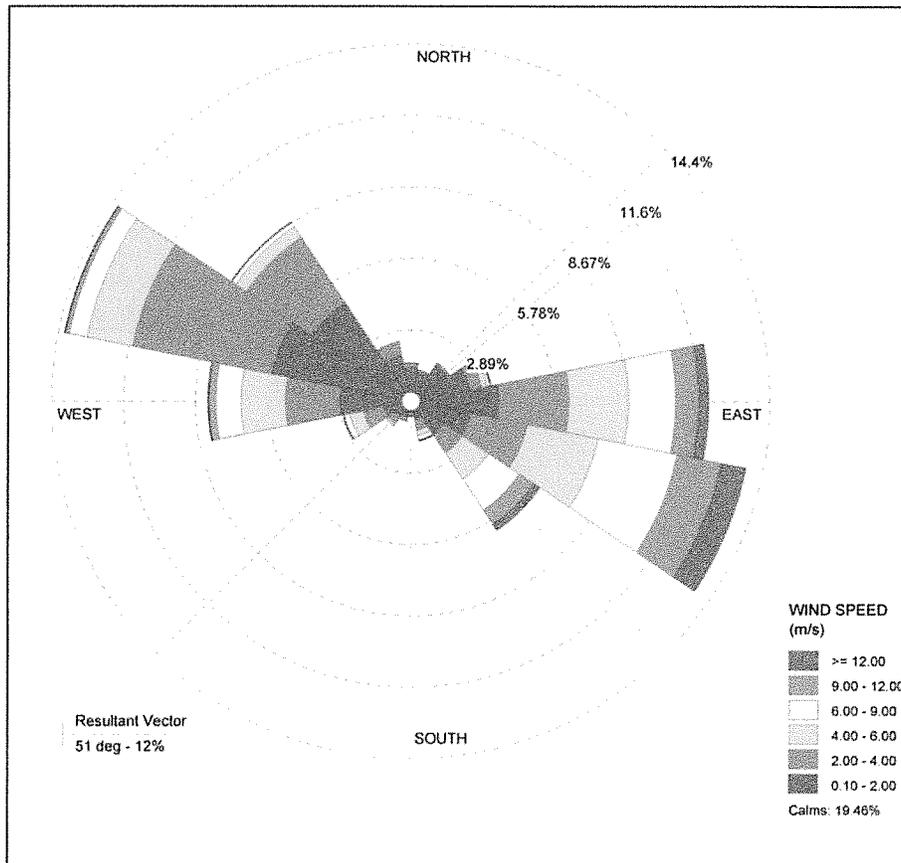


Figure 8. Wind Rose from Cape George Colony Marina from July 18, 2016 to June 22, 2017 using all records and magnetic north.

Wind records from New Dungeness NOAA Buoy 46088 were recorded every 10 minutes from July 17, 2004 until September 9, 2017 with little interruption. The New Dungeness buoy is approximately 20.6 miles to the northwest of the project location and is the best open water, long wind record to use for comparison. Port Townsend Station PTWW1, Port Angeles PTAW1, and Smith Island SISW1 were also briefly analyzed to use as a comparative wind source with more data. Port Angeles had substantial data collection outages (over 50% in the subset period) and was therefore not usable. Port Townsend had substantially different patterns of prevailing and predominant wind from the southeast with no considerable wind from the west quadrant. Smith Island had substantially greater wind speeds with prevailing and predominant wind from the southeast and minor occurrence from the west quadrant. Both Port Townsend and Smith Island were considered too distant and in areas of too different conditions for use.

The New Dungeness buoy anemometer was 5 m (16.4 FT) above sea level, and was therefore comparable in elevation to the Cape George station. Tide height was not taken into consideration for wind rose development since substantial data manipulation is out of scope of the project. It assumed all winds were recorded at the same height above sea level. A comparable subset of data from the New

Dungeness buoy of the same timeframe of the Cape George Colony data was extracted from July 18, 2016 to June 22, 2017. The resultant wind rose using all records is shown in Figure 9.

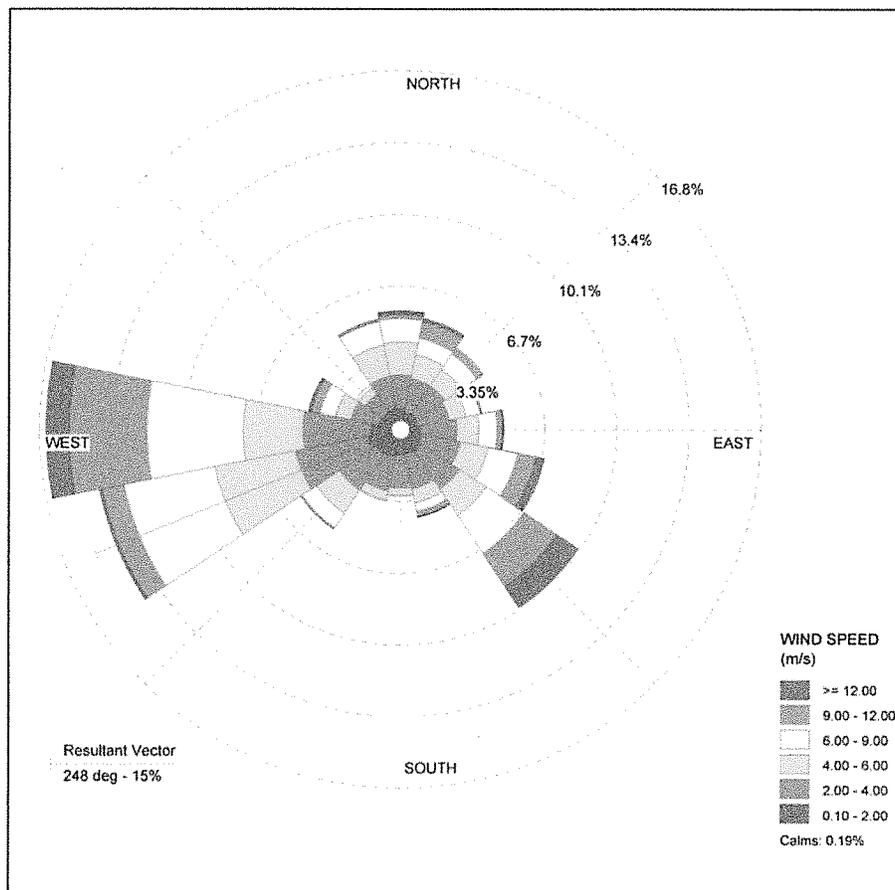


Figure 9. Wind Rose from New Dungeness Station 46088 (NOAA) from July 18, 2016 to June 22, 2017 using all records.

The New Dungeness data from the same time period as Cape George Colony showed substantial winds from the west with a resultant average wind from the west-southwest while the Cape George Colony data showed prevailing winds from the southeast with a resultant average wind from the northeast. In other words, the Cape George winds are somewhat similar to the New Dungeness buoy, but include a larger component from the southeast.

A wind rose of all records from 2004 to 2017 from the New Dungeness buoy is shown in Figure 10 to illustrate the best understanding of an average wind pattern of the vicinity, and also to allow for a characterization of how "normal" the winds were from the 2016-2017 record period. The longer-term perspective from this station, which was the nearest available and comparable station with exposure to Strait of Juan de Fuca winds, is important as the area experiences a relatively high degree of interannual variability in wind and wave conditions. When comparing the 2016-2017 data from New Dungeness station to the longer term data (2004-2017) from the same station, the longer term data indicated a somewhat higher proportion of westerly and west-southwesterly winds, and slightly less winds from other directions (particularly southeast and north). This means that the Cape George data was likely not

fully representative of a normal or typical year, in that more southeasterly winds and waves were measured in the past year than in longer-term data recorded nearby.

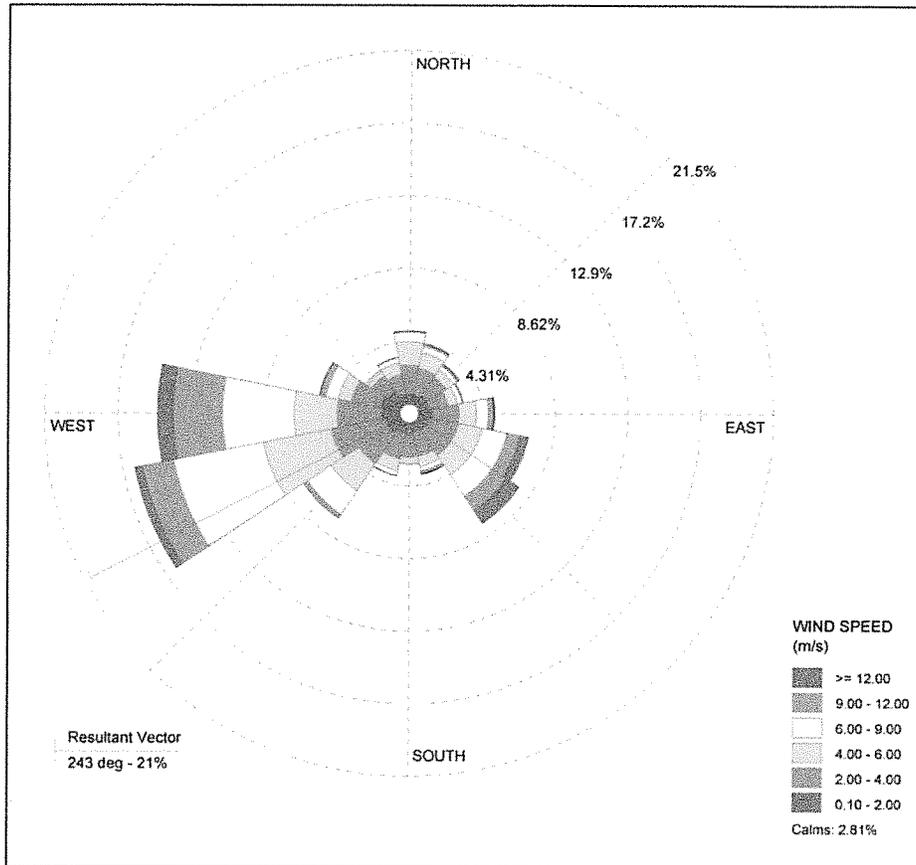


Figure 10. Wind Rose from New Dungeness Station 46088 (NOAA) using all records available from 2004 to 2017.

The wind rose analysis shows that the site experiences winds from many directions with predominant westerly and southeasterly winds. As such, littoral drift occurs alongshore at the project site in both directions. Westerly fetch allows both swell and wind-generated waves to reach the site, with some energy dissipation caused by Protection Island. Swell has a much greater magnitude of wave power as compared to waves formed within Discovery Bay. Due to the larger fetch from the northwest and more sheltered southern and western fetch, swells and waves from the northwest do appear to drive dominant drift from north to south. Low tide observations further support that dominant drift is from north to south, with minor occurrence of south to north drift.

Recommendations

Recommendations are provided for each of the four questions posed by Cape George Colony below, which were listed in the *Introduction and Purpose* section at the beginning of this report.

Maintain North Jetty Crest Elevation (Question 1)

Based on brief field observations and coastal processes research of the area, it is our professional opinion that increasing the height of the north jetty is not likely to noticeably reduce the amount of sediment deposition in the channel. As such, this will likely not reduce the need for annual or regular

dredging. The height of the north jetty does not substantially limit the trapping of additional littoral drift. The beach just north of the north jetty has accreted considerably, creating a "fillet" or triangular shape. This is a classic example of the temporary ability of the north jetty to limit littoral transport that would have otherwise gone into the channel. The length of the jetty, rather than the height, places a greater limitation on sediment transport to the south into the channel.

The maximum amount of sediment held by the north groin will only increase marginally with raising the elevation, and only within the near future. If the north jetty was raised in height, maintenance dredging needs would likely only be lessened slightly in the short term. A raised north jetty would reach maximum sand and gravel holding capacity in future conditions (likely within several years at most). Maintenance dredging within the channel would continue to be a required activity to maintain navigation to the marina from Discovery Bay without significant addition of jetty length.

A raised north jetty would have considerable associated costs and permitting compliance requirements. Additional rock could be placed atop the current jetty in some areas, but approximately 75% of the entire structure would require rebuilding for proper structural integrity and littoral drift containment. Additionally, a more substantial area of beach and intertidal habitat would be buried in order to account for the larger jetty footprint necessitated by an increase in height. Approximately every additional foot of crest height would result in an increase in structural width of at least 6 feet assuming a 1.5:1 to 2:1 slope (horizontal:vertical) on both sides and appropriate crest width increase of approximately 1 to 2 FT. The cost and habitat impacts of the enhanced structure would be significant.

Raising the elevation of the north jetty would slightly lessen wave energy and resultant wave heights that reach the inner marina moorage. However, it is our assumption based on communication with Cape George Colony members that wave activity within the marina is not a major concern.

Additional North Beach Dredge (Question 2)

Dredging accumulated sediment from the beach immediately north of the north jetty during maintenance dredging would very likely lengthen the needed dredge cycles. Cape George Colony could dredge deposited sediment immediately north of the north jetty from the beach and lower intertidal to prolong the dredge cycle and potential need for yearly maintenance. This approach has been used at other marinas where CGS has provided design services, such as at Mariners Cove on Whidbey Island and at Birch Bay Village in Whatcom County. It is recommended to try to develop a design to excavate approximately the same amount of volume from the northern beach that would be dredged from the channel in an impending maintenance dredge cycle to increase the dredge cycle time.

South Side Processes and Management Options (Questions 3 and 4)

It is in our professional opinion that most of the sediment accumulation within the marina entrance channel and marina originates from the north, but a relatively small amount of sandy sediment likely does come from the south during the frequent, southerly winter windstorms. The very pronounced offset of the shore between the north and south sides of the marina entrance with the north beach approximately 130-150 FT further to the west in all recent years (Figure 2) is strong evidence of the dominance of drift from the north. A second piece of evidence is the fact that the dredged channel routinely accretes sediment on the north side, and is gradually forced southward by deposition "spilling into" the channel from the north side after dredging. Additionally, the beach waterward of the southern half of the marina was observed to be largely devoid of sand and fine gravel during the author's visit,

and there was not a clear, continuous pathway on the beach for the movement of these easily-transported sediments from further south into the channel.

It is our opinion that a small amount of sediment that accumulates within the inlet channel is from the south. However, a fair amount of the sediment from the south to the channel may originate from dredge spoils placed within the drift cell. We believe that placing the dredge spoils within the drift cell is important for obtaining permitting and for promoting down-drift beach resilience. As such, we do not suggest placing this sediment outside of the drift cell. Placing sediment further south in the drift cell would likely provide a benefit by reducing the amount of dredge spoil sediment that is transported to the channel. The details and feasibility of this are not clear, and this goes beyond the scope of this assessment. However, some insight into this issue is provided below in the *Additional Recommendations* section.

To block the small amount of littoral drift from the south into the marina entrance channel, a potential structural solution was evaluated. As requested, only structural techniques that allow the continued use of upland-based equipment to access the channel during maintenance dredging were considered.

A full-length, low-profile and low-slope rock jetty would allow continued equipment access. However, this type of structure would necessitate a large footprint due to the low side slopes. This would quite likely be too substantial of a project footprint and impact to make permitting feasible, as extensive permitting, mitigation, and construction costs would be very high. The steepest rock structure slope to allow for continued excavator access without significant structure deterioration was determined to be 4:1 (horizontal:vertical). This slope would result in approximately 8 FT of structure width (in the north-south direction) for every foot of height, in addition to a minimum crest width of 5 FT. For a full-height jetty extending up to 15 FT MLLW immediately adjacent to the shore and tapering down to a lower elevation at a similar slope to the north jetty, the width at the eastern extent could be around 200 FT wide. A southern jetty could be significantly lower than 15 FT MLLW, but would still have a substantial footprint over the intertidal beach. This type of structure is not feasible to permit as it would have extensive negative impacts, and extensive mitigation would very likely be required at great cost.

A structure could be designed to contain a substantial amount of sediment originating from the south. However, future maintenance would still be required once the new south jetty reached containment capacity, and additional maintenance would be necessary to remove sediment transported from the north. It should be noted that, without dredge maintenance from north-originating sediment, south side structural measures would most likely not preclude maintenance dredging, but could perhaps reduce the frequency by approximately 20-35%. Therefore, due to very high costs and the anticipated difficulty of permitting, a structural technique on the south side is not recommended.

A new approximately 100-150-foot-long south groin oriented to the southwest and parallel to the north groin would likely block most (but not all) littoral sediment from the south, and would increase tidal current velocities and improve the ability of the channel to flush itself. However, as outlined above, this type of structure has major financial and permit liabilities (also discussed in Layton and Sell (2010), who did a conceptual design for a shorter south groin). There does not appear to be a small structural solution to blocking any littoral sediment input from the south that is permissible or affordable, even without maintaining excavation equipment access over the top of a structure in this location.

Additional Recommendations

Although providing specific recommendations was beyond the scope of this effort, several recommendations are provided below as requested by Cape George committee members.

Sediment Disposal Location

As it appears some portion of the dredge spoils placed at the south end of the marina complex (which are very unstable in steep piles on the upper beach and backshore) is transported northward, it is recommended to explore the feasibility of placing the sediment further down-drift (to the south). It is understood that placing the sediment within the drift cell would be a general requirement by permit agencies. A distant placement location that would still provide benefit to the low-elevation properties at Beckett Point would be on the northeast end of Beckett Point. It appears trucks could be loaded by excavator on top of the rock revetment just south of the inlet at Cape George. There is direct truck access and a boat ramp at northeast Beckett Point. Beckett Point resident and the community would likely benefit from additional sediment placed on their north shore, where some amount of flooding and storm damage has occurred in the past. The Cape George community would clearly need to be willing to pay for the extra transport costs.

It appears there is not another disposal area to the south that is closer than Beckett Point and is accessible by road. Transporting the sediment to the northeast is not recommended as it would be up-drift of the marina. Transport down the beach to the south would only be feasible by a very large wheeled loader or a tracked haul truck. Moving only several cubic yards at a time, up to a maximum of 5 cubic yards in a conventional large loader or haul truck, would result in extensive compaction of the upper beach would likely not be allowed by resource agencies.

Post Dredge Monitoring

Consistent, repeated photo monitoring at low tide of the area surrounding the channel after dredging is recommended. Establish fixed locations at the end of each sheet pile wall (or similar well-identified location with a clear view of the channel from several different angles) so the photo view and orientations are replicable. Photos looking across the channel and along the channel should be taken from these few locations consistently. This will photo-document sediment transport mechanisms such as gravel and sand bar creation and bedform change. Ideally, photos will have a date stamp, but photo monitoring dates could be tracked in other ways.

It's recommended to repeat photo monitoring immediately following the next dredge at a frequency of twice a week for the first two months and once a week for as long as possible after that. Emphasis needs to be placed on getting the lowest-tide photos in daylight as possible rather than exactly following the monitoring schedule.

Topographic mapping of the channel area after dredging would provide detailed measurements of bars and other bedforms that would allow for analysis of sediment transport direction. There are number of ways to complete topographic mapping, ranging from traditional surveying (total station) to efficient use of drones and processing the data through "structure from motion" (SfM) methods. SfM utilizes hundreds of aerial photos from a drone to produce a full orthophoto of the site and, if adequate control is collected from the ground, a full 3D topographic surface can be generated.

Limitations of This Report

This report was prepared for the specific conditions present at the subject property to meet the needs of specific individuals. No one other than the client and their agents should apply this report for any purposes other than that originally contemplated without first conferring with CGS. The report does not reflect detailed examination of sub-surface conditions present at the site. It is based on examination of surface features, bank exposures, soils characteristics, beach features, and geologic processes. In addition, conditions may change at the site due to human influences, floods, earthquakes, groundwater regime changes, or other factors. This report may not be all that is required by a construction contractor to carry out recommended actions. Great care must be exercised when working on unstable slopes or close to foundations.

Thank you for engaging the professional services of Coastal Geologic Services, Inc. If we can be of any additional assistance please contact our office at (360) 647-1845.

References

- Bird, E., 2000. Coastal Geomorphology: An Introduction, 1st ed. Wiley & Sons, New York, NY.
- Evans, O.F., 1942. The Origin of Spits, Bars, and Related Structures, in: Spits and Bars, Benchmark Papers in Geology. Dowden, Hutchinson, & Ross, Stroudsburg, PA.
- Johannessen, J.W., MacLennan, A., 2007. Beaches and Bluffs of Puget Sound (Puget Sound Nearshore Partnership Report 2007-04), Valued Ecosystem Components. Washington Sea Grant Program, University of Washington, Seattle, WA.
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- Norman, J.E., 1972. Feasibility Study: Entrance Channel Maintenance, Cape George Colony Marina. Bellevue, WA.
- Petrillo, T., 2010. Cape George Marina Bathymetric Contour Map.

Coastal Geologic Services Inc.



Jim Johannessen, Principal Coastal Geologist
Licensed Engineering Geologist, MS

CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

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

RESOLUTION

No: 04-12-18

Whereas the Board of Trustees of Cape George Colony Club is authorized to transfer Reserve Funds, and

Whereas the Board deems it necessary to make such transfer as outlined:

General Reserve Account
To General Checking Account-----\$3500

Be it resolved that \$3500 be transferred from the General Reserve Account to the Cape George Colony Club General Checking Account to reimburse for purchase of a treadmill.

Dated this 12th day of April 2018.

Note: Invoices paid:

Fitness Outlet	\$5612.42
Donation from Fitness Committee	- 2112.42

Total \$3500.00

Cape George Colony Club
Board of Trustees

April 5 2018

It has been suggested by both the club manager and several building committee members to request a refund of the monies we have paid in fines. It is my understanding once a building code violation has been resolved, one can request a refund of fines assessed.

Our violation of not having the house exterior completed in 6 months has been resolved and I am requesting a refund of fines paid.

Sincerely,

Betty Jo Watkins
144 Maine View Pl.

April 5, 2018

Refund Request

Member MAR001 had accepted and paid for 34' moorage then realized his boat was 3 feet longer. The Harbormaster has evaluated this issue and determined that the slip available cannot accommodate the extra length. There isn't another spot available at this time for a 37' boat. The member would like to remain on the waitlist.

We request authorization to reverse \$973 in marina charges. He has already cancelled his \$773 payment. A waitlist payment of \$200 was applied to his moorage and should be returned to waitlist.

Sharon Mitchel
Manager

March 15, 2018

Refund Request

Member _____ERL001_____

Requesting a \$10 refund for return of a ramp key purchased in 2016.

Terri Brown

Office Administrator

To: Board of Trustees

From: Carol Wood

Date: 3/16/2018

I am asking that the issue of One Lot One Vote be placed on the next agenda for discussion by the board. To facilitate discussion, attached are two documents:

- a. Letter dated 10/14/2014 from our attorney, Richard L. Shaneyfelt; and
- b. Memo to the Board dated 11/25/2014 from the Co-Chairs of the Election Committee, Joyce Skoien and Mercy Del Valle.

You will note in the correspondence referenced that Shaneyfelt states, among other things: "I personally think it would be a better policy to establish that each lot gets one vote." The Co-Chairs of the Election Committee in 2014 states, among other things: "Merci and I are both in agreement that our Articles of Incorporation and our By-Laws should be amended so that each lot in Cape George Colony Club could be voted."

As liaison to the Election Committee for four of the past seven years, I have seen the issues that require decisions regarding ballots submitted. For one example, the Board passed a motion on November 13, 2014 (after receipt of Shaneyfelt's letter) regarding a member owning two lots and putting one of those lots into Trust, that authorized the election committee to allow the member one vote and to allow the Trustee one vote in such circumstances. The election committee chairs over time have required the Trustee to state "Trustee" after his signature on the ballot envelope or the ballot is not counted.

And then there's the language in Article IV of the Bylaws: "However, if members of a marital community own separate Lots in their separate names, each member of such marital community may cast a vote in Club elections." This may have been needed 50 years ago to keep one or two families from buying lots and then controlling the outcome of elections. However, I believe any estate attorney

would argue that married couples holding lots in separate names may have unintended consequences.

I think this issue of One Lot One Vote should be carefully considered by the board and, if there is support, language prepared and presented to our membership for approval or rejection.

Note: It appears that Shaneyfelt's letter has been sent to the Election Committee and is no longer privileged.

RICHARD L. SHANEYFELT
ATTORNEY AT LAW
1101 CHERRY STREET
PORT TOWNSEND, WASHINGTON 98368

Telephone: (360) 385-0120
E-mail: rshaneyfelt@cablespeed.com

*Sent to
Election
Committee
- see this map*

RECEIVED OCT 14 2014

October 9, 2014

Board of Trustees
Cape George Colony Club
61 Cape George Drive
Port Townsend, WA 98368

ATTN: Richard Hilfer, President

RE: Membership/Voting Rights

Dear Richard:

Thank you for giving me the opportunity to review and render an opinion on membership/voting rights at Cape George Colony Club.

I'd first like to lay out my working premises in rendering that opinion. Turning to Article IV of your Articles of Incorporation, there is language regarding ownership and membership of lots. In part it states, "...and upon the transfer of the ownership of any such lot, tract or parcel or right of possession under contract of sale of any such lot, tract or parcel, the membership and certificate of membership pertaining thereto shall be ipso facto deemed to be transferred to the grantee or contract purchaser, subject to the terms of such conveyance or transfer, and to the Bylaws of this corporation, provided that, no membership or certificate of membership may be transferred, assigned or conveyed in any manner other than in the manner herein stated and as provided in said Bylaws."

Article IV later states, "The interest of each incorporator and member shall be equal to that of any other member and no incorporator or member can acquire any interest which will entitle him to any greater voice, vote, authority or interest in the corporation than any other member."

I believe the intent of this article is to establish that lot ownership creates a membership and that each member should have the same voice or vote.

Article IV of the Articles of Incorporation does provide that memberships must be processed "in the manner herein stated" and "as provided in said Bylaws."

I think this may create a conflict in that your Bylaws do limit the "one lot, one vote"

message I'm reading in the above language. For example, a couple that owns three lots is only allowed two votes if they have one lot in each of their names. This seems cumbersome. I'll move to the specific questions you raised in that letter.

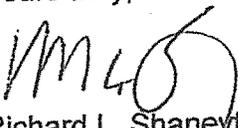
I understand that members are transferring their lots into family trusts. I assume that a member has established a family trust and has transferred a lot into that trust. Typically, the owner is also the trustee in a family trust. The document of conveyance in the trust should name the trustee and that is the person who would vote unless you are given notice otherwise by a certificate that the trustor has retained voting rights for the lot under the terms of the trust. So, contact the trustee first, or whoever's the grantee on the deed.

Moving to your next question, I'm going to use the term "Personal Representative" to include all parties who might execute or administer an estate. Once Letters Testamentary or Letters of Administration are issued by the court naming an individual, that individual is the "member," since that individual stands in the shoes of the decedent under the law. The Personal Representative typically conveys the property to the beneficiary who would then be the member.

Turning to your last question regarding a member owning two lots and putting one of those lots into trust, I believe the member gets one vote and the trustee gets another vote. If the trustee and the member are the same person, this seems to violate the intent of your Bylaws, but not your Articles of Incorporation. One could argue that if the trustor and the trustee are the same person, there should be only one vote. So, this issue needs further attention.

In summary, I think there's a potential conflict between your Articles and Bylaws as written. I personally think that it would be a better policy to establish that each lot gets one vote. I understand that assigning that vote can create problems, but you seem to have worked out most of them. I suggest that you amend the Bylaws so that each lot ends up getting a vote.

Yours truly,


Richard L. Shaneyfelt
Attorney at Law
RLS:jr



25 November 2014

FROM: Joyce Skoien and Mercy Del Valle, Co-Chairmen. Election Committee

TO: Board of Trustees

At the last Board Meeting, you made a decision to allow a Trustee of a lot in Cape George to vote that lot even though he/she owns a separate lot that is not in a trust. Both Merci and I are uncomfortable with that decision. We both feel the following:

Our Articles of Incorporation states in Article IV: "The interest of an incorporator and member shall be equal that of any other member and that no incorporator or member can acquire any interest which will entitle him to any greater voice, vote, authority or interest in the corporation than any other member." We believe that "acquiring an interest thru a trust" violates the wording of this article.

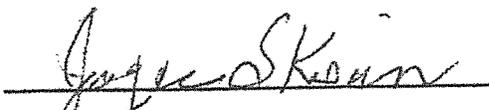
Our By-Laws reflects this wording in Section IV – Membership. "The interest of each present Member or any additional future Members shall be equal to that of any other and none can acquire any interest that will entitle him or her to any greater voice, vote, authority or interest in the Club than any other Member." Again "acquiring an interest thru a trust" violates the wording in the By-Laws.

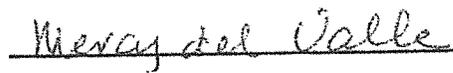
Merci and I are both in agreement that our Articles of Incorporation and our By-Laws should be amended so that each lot in Cape George Colony Club could be voted. But until this happens we think the Board is "jumping the gun" by allowing a member to vote both as a trustee and as a regular member.

If you still want to go with this decision, we need guidance. How do you want to implement this? We have already sent out ballots to only those members who qualified under the previous requirements. We have received many ballots back already. In the past when we verify the returned ballots, if we had two ballots with the same signature, only one would be counted and the other not opened. To implement the new procedure, the lot owner/trustee we believe would have to sign the ballot envelope as a member or state "Trustee" after his signature for the other lot.

At this point, Merci and I will turn all these ballot envelopes over to the Board Secretary and he/she will make the final determination on which ones to count. We will also "politely abstain" from signing the certification of the election. The Secretary of the Board will have to sign the form and present the results to the Board. The Secretary will also be responsible for this entire election cycle.

Respectfully Submitted:


JOYCE SKOIEN


MERCY DEL VALLE

Study Session Agenda
May 8, 2018
3:00 PM at the Clubhouse

A. President's Comments and Announcements

1. Welcome
2. Harbormaster, Sonja Ericson, has submitted her resignation

B. Letters from Members

C. Manager's Comments

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.

1. Discuss how PP04 Rental of Property rule applies to short term rentals of homes including Air BNB – Katie Habegger
2. Discuss dog park locations – Sharon Mitchel
3. Review Marina Committee's recommendation to appoint Ben Fellows as Harbormaster – Craig Muma
4. Update on potential live aboard marina rule – Lad Burgin, Craig Muma
5. Update on marina pilings 2018 reserve project – Ben Fellows
6. Review refund of 3 2018 moorage overpayments as a result of boat re-measurement – Sharon Mitchel
7. Review draft update of EMP01 – Sharon Mitchel
8. Discuss removing form MIS03 and rescinding the May 11, 2006 Board decision to send out donation forms to members, to be in concert with current state, federal and audit requirements. – Karen Krug
9. Discuss need for change in legal representation – Katie Habegger
10. Review 4 due date adjustments for 3 members – Sharon Mitchel
11. Review refund request of clubhouse rental deposit – Sharon Mitchel

E. Member Participation (Compliments, Issues, 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.

Open Board Discussion

F. Announcements

Board Meeting – May 10, 2018 3:30 P.M.
Study Session – June 12, 2018 3:00 P.M.
Board Meeting – June 14, 2018 3:30 P.M.

Close Study Session

Per-Vehicle Summary Report: 4

Station ID : 4

Info Line 1 : N Palmer

Info Line 2 : Between 150 and 151

GPS Lat/Lon :

Source File : 4 (PerVeh, 0808-041018 To 0807-041818)

Last Connected Device Type : RoadRunner3

Version Number : 1.32

Serial Number : 160768

Number of Lanes : 2

Posted Speed Limit : 0.0 mph

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

Average Daily Traffic (ADT)

Weekday		Weekend		Total ADT	
Cars :	445 (98%)	Cars :	341 (99%)	Cars :	419 (98%)
Trucks :	8 (2%)	Trucks :	3 (1%)	Trucks :	6 (2%)
Total :	453	Total :	344	Total :	425

Speed Totals

50 % :	20.9 mph	Top Speed :	55.1 mph	Average Truck Speed :	20.1 mph
85 % :	25.2 mph	Low Speed :	5.4 mph	Average Car Speed :	20.8 mph
Avg :	20.8 mph	10mph Pace Speed :	15.3 - 25.2 (76.8%)		

Peak Hour Totals

AM Peak Hour (Volume)	AM Peak Hour (Speed)
Weekday : 10:45 - 11:45 (Avg 35)	03:00 - 04:00 (27.9 mph)
Weekend : 09:30 - 10:30 (Avg 30)	05:30 - 06:30 (28.7 mph)
PM Peak Hour (Volume)	PM Peak Hour (Speed)
Weekday : 14:45 - 15:45 (Avg 42)	22:45 - 23:45 (23.0 mph)
Weekend : 13:15 - 14:15 (Avg 41)	22:15 - 23:15 (26.1 mph)

Grand Totals

Total Cars :	3353 (419 ADT)	Average Length :	9.8 ft	Average Headway :	168.0 sec
Total Trucks :	54 (6 ADT)	Average Axles :	2.0	Average Gap :	167.6 sec
Total Volume :	3407 (425 ADT)				

Classification Summary Report: 4

Station ID : 4

Info Line 1 : N Palmer
 Info Line 2 : Between 150 and 151

Last Connected Device Type : RoadRunner3
 Version Number : 1.32
 Serial Number : 160768

GPS Lat/Lon :

Number of Lanes : 2
 Posted Speed Limit : 0.0 mph

Source File : 4 (PerVeh, 0808-041018 To 0807-041818)

Lane Configuration

#	Dir.	Information	Vehicle Sensors	Sensor Spacing	Loop Length
1.	North		Axle-Axle	4.0 ft	
2.	South		Axle-Axle	4.0 ft	

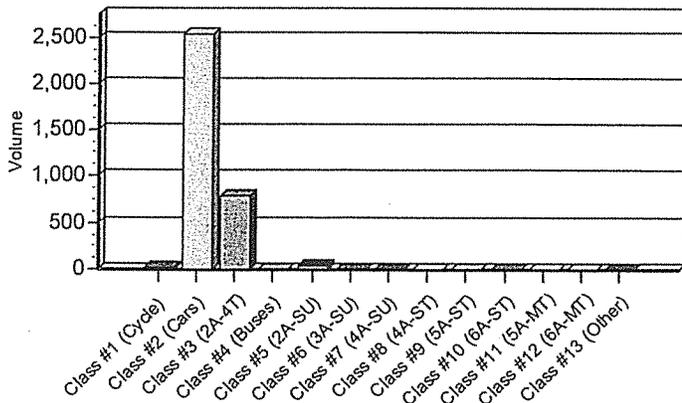
Axle Class Summary:

(DEFAULT)	Description	Lane	#1 Cycle	#2 Cars	#3 2A-4T	#4 Buses	#5 2A-SU	#6 3A-SU	#7 4A-SU	#8 4A-ST	#9 5A-ST	#10 6A-ST	#11 5A-MT	#12 6A-MT	#13 Other	Total
Total Count :	#1.		7	1019	186	0	9	0	2	5	0	0	0	0	0	1228
	#2.		11	1515	615	8	26	0	2	1	0	0	1	0	0	2179
			18	2534	801	8	35	0	4	6	0	0	1	0	0	3407
Percents :	#1.		1%	83%	15%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	36%
	#2.		1%	70%	28%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	64%
			1%	74%	24%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	

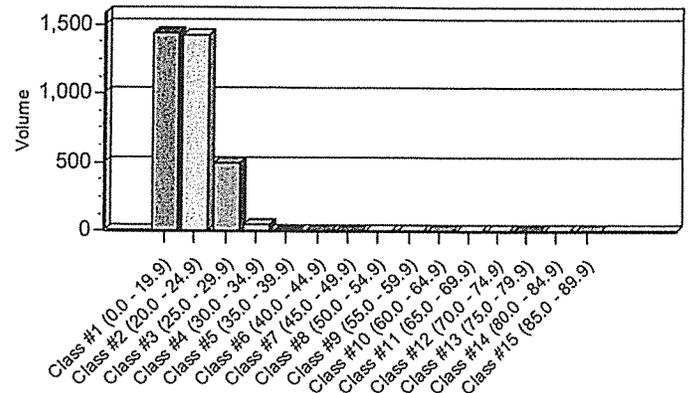
Speed Class Summary:

(DEFAULT)	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15	#16	Total	
	0.0 - 19.9	20.0 - 24.9	25.0 - 29.9	30.0 - 34.9	35.0 - 39.9	40.0 - 44.9	45.0 - 49.9	50.0 - 54.9	55.0 - 59.9	60.0 - 64.9	65.0 - 69.9	70.0 - 74.9	75.0 - 79.9	80.0 - 84.9	85.0 - 89.9	Other		
Total Count :	#1.	604	528	86	7	1	1	0	0	1	0	0	0	0	0	0	0	1228
	#2.	837	896	413	30	2	1	0	0	0	0	0	0	0	0	0	0	2179
		1441	1424	499	37	3	2	0	0	1	0	0	0	0	0	0	0	3407
Percents :	#1.	49%	43%	7%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	36%
	#2.	38%	41%	19%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	64%
		42%	42%	15%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Avg. 50, 67, 85 :	#1.	16.8	20.2	22.1	24.1	Pace (pace %) :					15.0 - 24.9	54.6%	Days & ADT : #1.			8.0	154	
	#2.	18.8	21.5	23.5	26.5						19.9 - 29.8	60.2%	#2.			8.0	273	
		18.1	21.0	23.0	25.4						19.9 - 29.8	56.6%				8.0	426	

Axle Class vs. Volume (all lanes)



Speed Class vs. Volume (all lanes)



April 12, 2018

To: Cape George Colony Board of Trustees, Craig Muma Marina Chairperson,
Sharon Mitchel, Manager.

I am more than disappointed that the issue before you today was expanded into a bigger issue that cannot be settled in a short while and that our live aboard remains as far from the facilities as he can possibly be.

Even with that, I felt that the discussion would be about the issue at hand: support for my decision with the authority as harbormaster for what I believe is a valid solution to our current problem, or support for Greg who refused to move his boat and who will remain in his slip far from the toilets, with or without his mini pumpout device - one that he may or may not use, or buy. Meanwhile the issue of liveaboards and sanitation continues. This will be a big issue and will not have easy answers, certainly could take a very long time to resolve, and ultimately a lot of hours to manage.

The loss of this dispute is a disappointment, but the bigger and more painful issue is the betrayal I feel from those I consulted with prior to making the decision, and who assured me of their support and then walked away. I've worked very hard for the marina and have put my needs on hold for the past year to be able to give the job the huge amount of time and effort it demands. This I will no longer do.

I'm resigning with great sadness, but not with anger. I wish you all well.

Sonja Ericson

No longer the Harbormaster

Cape George Manager

From: Terri Stafford <pleasingfungusbeetle@yahoo.com>
Sent: Monday, April 30, 2018 9:30 AM
To: manager@capegeorge.org
Subject: Fw: May Board Meeting Agenda Item

----- Forwarded Message -----

From: Terri Stafford <pleasingfungusbeetle@yahoo.com>
To: "office@capegeorge.org" <office@capegeorge.org>
Sent: Monday, April 30, 2018 9:28 AM
Subject: May Board Meeting Agenda Item

This email is a written request to place a topic of discussion on the agenda for the next Cape George board meeting on May 8th.

A group of neighbors residing on Fir Place in the Village would like clarification on our rules and regulations regarding renting properties; specifically, short-term rental rules, payment to Cape George of \$75 for each renter, and non-residents operating short-term rentals.

Mike Lapointe
Terri Stafford
Gary & Pat Gunning
Bill & Sue Dunning

Cape George Manager

From: Barbara Jo Blair <barbarablair@mac.com>
Sent: Thursday, May 03, 2018 10:14 AM
To: Sharon Mitchel
Subject: Memorial Park

Sharon,

Recently when I've taken my 10-month old granddaughter to Memorial Park I have encountered a group of 5-6 dog owners letting their dogs run free in the afternoon around 2:30. Their cars nearly fill the small parking lot. On another occasion when Steve and I were at the park with both grandkids, a neighbor whose dog is known to lunge and growl at people let it run off-leash although I asked him to leash it because I was concerned for my grandchildren's safety.

The description of Memorial Park on the Cape George website reads, "This park sits at the beach access and provides great views and seclusion." In keeping with that description there is a Memorial post bearing a poem about the seasons of life and a plaque remembering our neighbors who have passed away. To remind people that Memorial park is a place of seclusion and solitude and not a leash-free dog park, there is a sign that reads "PETS MUST BE KEPT ON LEASH, PLEASE CLEAN UP AFTER YOUR PET."

Over the winter the dog owners have started using Memorial Park instead of the designated areas near the Clubhouse, although the Rules and Regulations dated April 15, 2009 state the following:

Livestock and Pets

3. When dogs are off the owner's property they shall be on a leash at all times. EXCEPT FOR THAT area at the bottom of Marine Drive (North of the Clubhouse to the south end of the Marina) where they can be exercised off-leash and under voice control. Owner must be within the strict line of sight of dog at all times. When other members are in the specific area north of the clubhouse for different activities, (such as picnics or to use the playground) then dog owners must ask them first if it is all right to have the dog(s) off-leash.

Memorial Park is close to my home and we can easily walk to the park after lunch and before my granddaughter's nap time to help her get to sleep. Often Steve and our 4-year old grandson accompany us to the park to play on the beach. Our granddaughter loves playing in the grass and being in the outdoors. It would be a shame to see the grassy park become another dog exercise area with sparse grass and patches of dirt.

I am writing to encourage you to request that all dog owners abide by the rules and regulations of Cape George Colony Club and use the areas designated for off-leash dog activities.

Please feel free to call if you have questions.

Best Regards, Jo

barbarablair@mac.com
360-385-5999
425-417-2164

May 1, 2018

Credit Request

During the boat measuring process started by harbormaster, Sonja Ericson it was discovered three members have been over charged for moorage. The members below are requesting a credit for over charged 2018 moorage fees to be placed on account.

GIB003 \$81.00

HAN005 \$27.00

MCF001 \$27.00

Terri Brown

Office Administrator

RULES AND REGULATIONS -- PERSONNEL

PERSONNEL POLICIES AND EMPLOYMENT GUIDELINES

SECTION I. GENERAL PROVISIONS

1. Administration. The Club Manager is the personnel officer of the Club.

2. Revision and Amendment. Circumstances may arise in which the Board determines that changes in this document are in the Club's best interests. For this reason, the Club reserves the right to modify, rescind or supplement any of the provisions of this document. Normally, the Club Manager will make an annual recommendation for revisions in the provisions of this document based on study and observation of their effectiveness. The Board may amend this document.

3. Personnel Records. The Club Manager shall provide for the establishment and maintenance of personnel records that reflect an individual's status during the period of his or her employment. These records include but are not limited to employment applications, report of medical condition, prior employment, work performance, disciplinary actions other than oral reprimands, personnel action forms, tax withholding and benefits information.

An employee shall have access to his or her personnel file during normal office hours. A personnel file may be inspected by any Board member, the Club Manager and any other person authorized by the Club Manager without the consent of or notice to the employee. Except as otherwise provided in this section, a personnel file shall be inspected by others only following presentation of written consent by the employee to whom the file pertains. No document shall be removed from a personnel file without prior written approval from the Club Manager and notice to the employee.

4. Conflict of Interest. It ~~shall is be~~ the responsibility of each Club employee to remain free from indebtedness or favors which ~~tend to could~~ create a conflict of interest between personal and Club interests, or might reasonably be interpreted as affecting the impartiality of the individual employee. If an employee is offered a gift or gratuity which could reasonably be construed, in the eyes of the members or Club officials, to be an attempt to bribe, influence or to encourage special considerations with respect to the Club, such offer shall be reported without delay to the Club Manager, who in turn will inform the Board. If there should be any doubt as to whether the gift or gratuity is of such significance as to influence the employee, the matter shall be reported to the Club Manager.

If an employee ~~shall~~ knowingly accepts ~~any a~~ gift or gratuity that may be reasonably construed by the Club Manager to have influence, or result in special consideration for the donor or any entitled beneficiary thereof, then, after a hearing by the Board, that employee shall be dismissed from Club employment.

5. Equal Employment Opportunity. This homeowners association assures equal employment opportunities in all policies and procedures regarding recruitment, hiring, transfers, promotions, compensation, benefits, training, and layoff and recall practices. These policies and procedures will be administered without regard to race, color, religion, ancestry, national origin and citizen status, age, sex, sexual orientation, handicap, disability, marital status, political preference, or union affiliation. The Club will give full consideration to the employment of any individual if he/she is qualified to perform the work applied for. It is the responsibility of the Club to support this non-discrimination policy in word and deed.

6. Veterans. Preference rights shall be granted to a veteran, as provided in Federal and State laws that apply to employment preferences to veterans.

7. Nepotism. The employment of two full-time employees in the same family is not permitted.

8. Minimum Age. The minimum age for Club employment shall be in accordance with minimum ages prescribed by state law.

RULES AND REGULATIONS -- PERSONNEL

9. Discrimination. Cape George Colony Club assures equal employment opportunities in all its policies and procedures regarding recruitment, hiring, transfers, promotions, compensations, benefits, training, and layoff and recall practices. These policies and procedures will be administered without regard to race, color, creed, religion, ancestry, national origin and citizen status, age, sex, handicap, disability, marital status, political preference, or union affiliation. The club will give full consideration to the employment of any individual if he/she is qualified to perform the work applied.

10. Harassment. Cape George expects that all employees will treat each other with fairness and respect. Harassment on the basis of race, religion, color, gender, age, national origin or disability or as otherwise provided under state law, will not be tolerated and is strictly prohibited. Harassment of this type is illegal and contrary to the policy of Cape George. The organization strives to foster a work environment free of harassment, discrimination, intimidation and insult. Harassment is a form of misconduct that undermines both personal and professional relationships in the workplace. Every staff member must be assured that he or she can work in an environment that is free from unwanted and unwelcome harassment and discrimination.

Any employee, who believes that he/she is the victim of any type of harassing or discriminatory conduct, should bring that conduct to the immediate attention of the Manager or Board President. A prompt and thorough investigation of all the circumstances surrounding the alleged incident will take place in a confidential manner. If the investigation discloses that an individual has committed an act of harassment or discrimination, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an employee who complains of discrimination or harassment is strictly prohibited and will result in appropriate disciplinary action.

11. Sexual Harassment. The Club prohibits sexual harassment of any employee. Any employee, who believes that he/she is the victim of any type of sexual harassment, should bring that conduct to the immediate attention of the Club Manager or Board President. The organization will conduct a prompt and thorough investigation of all the circumstances surrounding the alleged incident in a confidential nature. If the investigation discloses that an individual has committed an act of sexual harassment, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an employee who complains of harassment is strictly prohibited and will result in appropriate disciplinary action.

12. Immigration and Naturalization. Cape George Colony Club complies with immigration and naturalization laws and regulations. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

13. Driver's License. All employees whose job descriptions require a valid driver's license of a certain class, with or without endorsements, shall obtain and maintain such driver's license as a condition of employment.

An employee whose operating privilege is suspended, revoked, or canceled, who loses the privilege to operate a commercial motor vehicle in the State for any period, or who is disqualified from operating a commercial vehicle, shall not operate any Club vehicle during the period of suspension, revocation, cancellation, loss or disqualification. The employee shall notify the Club Manager of that fact at the beginning of the business day following the day the employee received notice of suspension, revocation, cancellation, or disqualification.

Violation of this section constitutes cause for termination of employment for employees whose job description requires a valid license, unless limited privileges are granted so employee does not lack a valid license.

14. Physical Condition. Before employment, an applicant may be requested to pass a physical examination conducted by a state licensed physician and paid at the Club's expense. If the Club Manager has reason to believe an employee has a physical or mental condition which substantially interferes with the employee's ability to perform his or her job duties, then the Club Manager, with written approval of the Board, may in writing require the employee to submit to a doctor's examination

RULES AND REGULATIONS -- PERSONNEL

concerning the condition. The employee may select the doctor, provided the doctor is duly licensed in the state and specializes in the condition. Alternatively, the employee may request the Club to select the doctor meeting those requirements. If the Club selects the doctor, the Club shall pay for the examination, but not otherwise. If the doctor's evaluation shows the employee's condition substantially interferes with the employee's ability to perform the job duties in a safe and proficient manner, then the Club may terminate the employee, subject to law. Either way, the Club or its representative may review the employee's medical report.

15. Business Equipment and Electronic Privacy. All of Cape George Colony Club's business equipment, such as copiers, facsimile machines, computer systems (including E-mail, internet systems and electronic storage), and telephone equipment (including voicemail) are the organization's property and are to be used solely for business related purposes. There is a cost associated with the use of all of the business equipment, and the equipment must therefore be used only for business reasons. Cape George Colony Club reserves the right to access and monitor all technology resource activity on its systems.

16. Telephone Use. Cape George Colony Club's telephones are intended for the use of serving our customers and in conducting the Company's business. Personal use during business hours is discouraged except for emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line. To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours.

17. Internet and Email Use. Cape George Colony Club's employees are allowed use of the Internet and e-mail when necessary to serve our members and conduct the organization's business. Employees may use the Internet when appropriate to access information needed to conduct business. Employees may use e-mail when appropriate for business correspondence. Use of the Internet must not disrupt operation of the computer network. Use of the Internet must not interfere with an employee's productivity. Employees are responsible for using the Internet in a manner that is ethical.

SECTION II. CLASSIFICATION OF POSITIONS

1. Job Descriptions. Job descriptions shall be established and maintained by the Club Manager for each of the job classifications. Once every twelve months the Club Manager will review all job descriptions to assure descriptions are accurate. A job description may be revised or a new description may be prepared at any time in order to document the establishment of a new job classification or changes in the nature and scope of job responsibilities of an existing job.

2. Type of Employees. All employees serve at the pleasure of the Club's Board of Trustees.

Exempt Employee: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements. Exempt employees are paid on a salaried basis, and as such, cannot:

- Be paid wages or benefits on an hourly basis in addition to salary,
- Charge sick time or vacation time on an hourly basis,
- Be subject to deductions from wages in hourly increments for absences of less than a full day, or
- Be treated in any other manner as an hourly employee.

Exempt employees must use (charge) paid leave in full day increments.

Non-Exempt Employee: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.

RULES AND REGULATIONS -- PERSONNEL

Regular Non-Exempt Full-Time Employee: A full-time employee is considered to be part of the regular complement continuously needed for performing Club services, regularly scheduled to work at least 30 hours per week for more than 36 weeks per year. The ~~normal-typical~~ work schedule for all full-time employees is eight hours a day, five days a week, with a half-hour for unpaid lunch break and one 10-minute paid break for every two hours of work. The Club Manager is authorized to make changes in work schedules as operating needs may require.

Regular Non-Exempt Part-Time Employee: A part-time employee is any employee regularly scheduled to work less than 30 hours per week for more than 36 weeks per year, and who shall be compensated at the hourly rate established by the Club Manager, but not higher than that of full-time employees similarly situated. The work involved is to be done during a portion of a work day, such as on a morning, afternoon or night shift and totaling significantly less than a full-time position, typically less than 30 hours per week with a half-hour lunch break and one 10-minute break for every two hours of work. The Club Manager is authorized to make changes in work schedules as operating needs may require.

Part-time employees shall not accrue ~~any category of~~ paid vacation leave or receive holidays or be eligible for any other employee benefits, except as required by law.

Temporary or Seasonal Employee: A temporary or seasonal employee is hired periodically to assist the organization in meeting operational needs. A temporary or seasonal employee ~~does may not~~ work a regular schedule. A temporary or seasonal employee shall be employed initially at the hourly rate established by the Club Manager, but not higher than that of full-time employees, shall be paid only for the hours actually worked, and shall not accrue leave or receive holidays or leave allowances or any other benefits, except as required by law. A temporary or seasonal employee may fill the vacancy created by an approved leave of absence or extended illness. An employee hired to fill a temporary or seasonal position serves at the pleasure of the Club Manager, is subject to summary removal for any reason or for no reason, and may be removed from the position without right of hearing or appeal.

3. Probationary Period. A probationary period shall be in effect the first 90 days of employment for all regular full-time and part-time employees. During this period, performance interviews and evaluations may be provided. This will give the Club Manager the opportunity to learn more about you and to decide whether your job assignment is suitable to your skills and personality, all factors involving your ability to learn, initiative, attitude and conduct. During this period employees will earn but cannot use sick leave or vacation leave. Separation from employment may take place at any time without notice or disciplinary action during ~~your~~ the employee's probationary period if ~~your~~ his/her performance is not satisfactory.

4. Evaluations. The Club Manager shall evaluate all employees prior to the end of the 90-day introductory period and annually in October. Written evaluations will be provided and reviewed with employees by the Club Manager, using form EMP02 and based on the job description of each employee.

_____The Board President will coordinate evaluation of the Club Manager at the end of the 90-day introductory period and annually in October. Written evaluation will be provided using form EMP02 and based on the job description of the Club Manager. Board members will have opportunity to provide written input to the Board president prior to the development of the written evaluation. The written evaluation will be composed by the Board President or designee and will be reviewed by the Board in executive session before it is delivered to the Club Manager. Written evaluation will be reviewed with the Club Manager by the Board President or designee.

_____If employee evaluations include unsatisfactory areas of performance, a written plan of improvement will be developed, including a timeline for improvement of performance. Employees will be expected to improve as instructed in order to maintain employment.

RULES AND REGULATIONS -- PERSONNEL

5. Resignation. If ~~you-an employee~~ wishes to resign ~~from-your~~ his/her position, reasonable notice (at least two weeks) to the Club Manager is expected in order to ensure a smooth transition of ~~your~~ duties to a new employee.

SECTION III. PAYROLL

1. Compensation. The policy of the Club is to provide adequate compensation to its employees. The Club Manager shall periodically review employees' pay scales and may recommend pay amendments to the Board. Pay increases are generally implemented on a calendar year basis determined in conjunction with annual approved budgets.

2. Recording of Time Worked. ~~All-E~~employees must record their own time worked. Under no circumstances should an employee allow his/her work time to be recorded by anyone else. Employees may be required to sign their time sheet each pay period. Meal breaks are not paid time, unless the Manager informs employees otherwise, such as a performance review lunch meeting.

3. Attendance/Punctuality. The Club Manager is accountable for monitoring attendance habits and determining the cause of any related problems. Written records will be maintained on each absence for every employee. Each employee is responsible for notifying the Club Manager prior to the start of the working day of an intended absence. Excessive absenteeism will result in negative performance reviews, and may subject the employee to discipline up to and including discharge.

4. Paid Holidays. Holidays with pay shall apply to all full-time and exempt employees of the Club. In the event a holiday falls on a Saturday, the attendance day immediately prior shall be considered a holiday. If the holiday occurs on a Sunday, the attendance day immediately after shall be considered a holiday. The Club recognizes the following paid holidays during each calendar year.

- New Year's DayJanuary 1
- President's Day.....Third Monday in February
- Memorial Day.....Last Monday in May
- Independence Day.....July 4
- Labor DayFirst Monday in September
- Thanksgiving DayFourth Thursday in November
- Day after Thanksgiving.....Friday after Thanksgiving
- Christmas DayDecember 25
- Two Personal ~~Days-Holidays~~ of Employee's choice to be taken within the calendar year
~~W~~with advance approval of Manager

To be eligible, an employee must have a continuous service date that precedes any given holiday by ninety (90) days. Full-time and exempt employees will be paid for 8 hours at their regular rate of pay or prorated based on their regularly scheduled hours per day. Employees shall not be paid for holidays occurring while they are on an approved or unapproved leave-without-pay status. Where workload permits, the Club will allow employees to take the day before or after Christmas as a non-paid holiday. Employees may use accrued paid vacation or personal holidays if available.

5. Overtime. Employees will be compensated for overtime in accordance with federal and state laws and regulations. It is recognized that overtime duty is an occasional necessity dictated by conditions most of which ordinarily cannot be foreseen. Overtime-Hours are calculated on a work week of Saturday through Friday.

RULES AND REGULATIONS -- PERSONNEL

Any Full-time non-exempt employee who is called back to work for a time that they are typically not on shift will be ~~granted~~ paid for a minimum of two ~~paid hours, even if they actually work less than two hours.~~

Authorized overtime work on a non-work day (normally Saturdays, Sundays and holidays) or at the end of any ordinary work day, if when added to all other time worked during the same week (~~Monday through Sunday~~Saturday through Friday) exceeds forty (40) hours, shall be paid at the rate of time and one-half, unless the employee prefers comp time. Comp time requests must be written.

6. Payroll Deductions. Deductions will be made for state and federal withholding taxes (where applicable), social security taxes, and other applicable federal, state or local taxes. Garnishments and other similar required payments also fall into this category. Other deductions will be made only on written request of the employee and after approval of the Club Manager.

7. Garnishments. The Cape George Colony Club is required to honor court ordered garnishments and other attachments to employees' pay. The Club does not wish to become involved in personal finances of its employees and, therefore, strongly encourages all employees to resolve debts and financial disputes in order to avoid costly garnishment proceedings. Should an employee's personal financial situation begin to interfere with proper work performance (absenteeism, excessive personal phone calls, etc.), the employee may be subject to termination.

8. Pay Periods. Salaries will be paid ~~bi-monthly.~~ Semi-monthly. Pay periods end on the 10th and 25th of each month. ~~on the 10th and 25th day of each month.~~ Accrued pay will be paid on the day to employees within 6 days following the end of the pay period. ~~If the day following the end of the pay period falls on a Saturday, Sunday or a holiday, accrued pay will be paid on the next regularly scheduled business day.~~

Forma
Forma

SECTION IV. BENEFITS

1. Forms of Leave

Notice of Absence by Employee: ~~If you~~ Employees are who are unable to report for work, ~~or if you~~ will be late coming to work or have to leave early, must notify the Club Manager as soon as ~~you they~~ are aware of the situation so that alternative plans can be made. Regular attendance is required for all employees. Continued occurrences of lateness or absenteeism will result in dismissal.

Paid Vacation: Paid vacation is made available to regular full time and exempt employees, based on the following schedule:

Exempt Employees - Paid Vacation					Full-time non-exempt employees- paid vacation				
	total DAYS accrued annually	total hours accrued annually	semi-monthly HOURS accrued	Maximum Annual carryover	Based on worked hours	total hours** accrued annually	Semi-monthly accrual per hour worked	Maximum Annual carryover	Worked hour base
Year 1	10	80	3.333	40	Years 1-5	80	0.0417	40	1920
Years 2-5	15	120	5.000	60	Years 6-14	120	0.0638	60	1880
Years 6-14	20	160	6.667	80	Years 15-20	160	0.0870	80	1840
Years 15-20	25	200	8.333	80	year 21 +	200	0.1111	80	1800
Year 21 +	30	240	10.000	80	** Actual hours worked may impact the total annual hours accrued				

Employees will accrue vacation time at the beginning of employment but are not eligible to use these hours until after successfully completing the 90 day probationary period. In no event will an employee maintain a balance of vacation time greater than their annual hours earned. An exception to this rule may be granted by majority vote of the Board of Trustees. Upon resignation, retirement or

RULES AND REGULATIONS -- PERSONNEL

termination, vacation accrued to that point in time, subject to the limits set forth herein, will be paid at the attained rate of pay.

~~**Sick:** After the first month of paid, regular employment, regular full-time and exempt employees shall be entitled to one-half day of sick leave. Further sick leave may accrue at the rate of one-half day for each calendar month worked. Total accrual of sick leave shall not exceed forty (40) days. Sick leave is not compensatory upon resignation, retirement or termination. Compensatory time will not be granted for accrued sick leave.~~

Forma

All Employees may use accrued paid sick leave:

- When he/she or a family member is ill or needs to receive medical, dental or optical treatment, to care for themselves or their family members. Family members are defined as: spouse, or registered domestic partner, a child, a grandchild, a parent, a grandparent, or a sibling.
- When the employees' workplace or their child's school or place of care has been closed by a public official for any health-related reason.
- For absences that qualify for leave under the state's Domestic Violence Leave Act, RCW 479.76, such as domestic violence, sexual assault, or stalking. Employees may take reasonable leave from work to take care of legal or law enforcement needs, seek treatment for physical and mental injuries, obtain services from a shelter or social services program, obtain mental health counseling, participate in safety planning, relocate, or take other actions to increase safety from future incidents. Family members of a victim may also take reasonable leave to help the victim seek treatment or obtain help and services.

Exempt employees sick leave:

- Exempt employees accrue paid sick leave at a rate of 2.5 hours of paid sick leave for every pay period worked. Sick leave does NOT accrue on unpaid or paid time off pay periods, only on pay periods with days worked.
- Paid sick leave is paid out to exempt employees at their normal daily compensation. Sick leave must be used in full day increments, per usual time recording policy.
- At year end, unused paid sick leave will be carried over to the following year. Total accrual of sick leave may shall not exceed 40 days (Maximum of 320 hours).
- Employees are entitled to use accrued paid sick leave beginning on the 90th calendar day after the start of their employment.
- Accrued sick leave time will not be paid out at termination of employment. But if an employee is rehired within 12 months of separation, that employee will have their former sick leave accrual reinstated. If original employment was terminated before the 90 days was met, then on rehire, the previous days worked will count toward meeting the 90 day waiting period.

Forma

Non-Exempt/hourly employees accrue sick leave:

- Non-Exempt/hourly employees accrue paid sick leave at a minimum rate of 1 hour of paid sick leave for every 40 hours worked, shown as 0.025 hour for every hour worked. This includes part-time and temporary workers. Sick leave does NOT accrue on paid time off hours, only on hours worked, including overtime hours.
- Paid sick leave is paid to employees at their normal hourly compensation. Sick leave may be used in 15 minute increments, per usual time recording policy.
- At year end, unused paid sick leave will be carried over to the following year. Total accrual of sick leave may shall not exceed 40 days (Maximum of 320 hours).
- Employees are entitled to use accrued paid sick leave beginning on the 90th calendar day after the start of their employment.
- Accrued sick leave time will not be paid out at termination of employment. But if an employee is rehired within 12 months of separation, that employee will have their former sick leave accrual reinstated. If original employment was terminated before the 90 days was met, then on rehire, the previous days worked will count toward meeting the 90 day waiting period.

Forma

All employees may use paid sick leave:

Forma

RULES AND REGULATIONS -- PERSONNEL

- ~~▲ To care for themselves or their family members. Family members are defined as: spouse or registered domestic partner, a child, a grandchild, a parent, a grandparent, or a sibling.~~
- ~~▲ When the employees' workplace or their child's school or place of care has been closed by a public official for any health-related reason.~~
- ~~▲ For absences that qualify for leave under the state's Domestic Violence Leave Act, RCW 79.76.~~

Military: A military leave of absence will be granted to employees if required under federal or state rules, statutes, and regulations.

Family and Medical Leave Act: Family and medical leave may be granted to employees on a case-by-case basis upon written application to the Board of Trustees. The Club will comply with applicable provisions, if any, of the Family and Medical Leave Act as posted in the Club's main office.

Funeral/Bereavement: Full-time or part-time employees will be granted time off with pay for funerals and bereavement leave for a maximum of three work days per year in the event of a death in the employee's immediate family (mother, father, sister, brother, wife, husband, children, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law) or at the discretion of the Manager. Compensation will be paid for normal working hours.

Leave of Absence: A leave of absence is unpaid authorized absence from work. Most leaves are discretionary and will be approved only for compelling reasons, such as medical leave, military service and extreme personal hardship. Anyone considering taking such a leave should consult the Club Manager regarding specific conditions. It is the responsibility of the employee desiring a leave to submit the request in writing at least 30 days in advance of the requested starting date of leave, except in the case of sudden disability or emergency. Approval will be given in writing. Under no circumstances will a request for leave of absence be granted if an employee is to be employed elsewhere during such a leave.

2. Jury Duty. Jury service is considered the duty, privilege and civic responsibility of every citizen. The Club will not request an excuse from the courts for release of an employee who has been called for jury duty unless his/her absence from work would seriously hamper operation of the Club.

3. Mileage. All employees shall be paid mileage at the current federally allowed rate when carrying out official Club business and providing their own transportation. All claims for such paid travel are subject to approval by the Club Manager prior to payment and accurate records must be kept.

4. Health Plan. The Club shall provide a health and dental plan for its regular full time and exempt employees. The Board of Trustees will set the employer contribution for health plan premiums and manner of payment. ~~If employer contribution is less than 100% of premiums, employees may opt to pay their contribution portion using the Cape George Section 125 POP plan.~~

Employees can choose insurance coverage for family members provided that the additional premiums are paid monthly by the employee. ~~The employee may elect to use the Section 125 POP plan for these premiums.~~

The Board of Trustees will set the wage and benefit package for the Manager.

Temporary, ~~and seasonal~~ workers and part-time employees are not covered by the health or dental plan.

5. ~~Workmen's~~ Worker's' Compensation Insurance. The Occupational Safety and Health Act of 1970 provides job safety and health protection for workers by promoting safe and healthful working conditions throughout the Nation. (OSHA of 1970 publication is posted in the Club's main office). The Club protects each associate employee against financial loss due to work-related injury or illness through ~~Workmen's~~ Worker's' Compensation Insurance. It is the Club's policy and the employee's responsibility to report all injuries and illnesses immediately to the Club Manager. ~~Workmen's~~ Worker's' Compensation Accident forms are available from the Club Manager. The Club Manager will provide employees with a detailed explanation of the policies and procedures regarding ~~Workmen's~~ Worker's' Compensation insurance claims.

RULES AND REGULATIONS -- PERSONNEL

Cape George Colony Club provides industrial insurance to cover all employees.

6. Retirement Plan (see R&R EMP04). The Club has established a retirement plan (Fortis Simple IRA) that all full-time and exempt employees are eligible to participate in, with the following restrictions:

- ~~You~~ Employees must earn a minimum of \$5,000 per year to be eligible.
- ~~You~~ Employees may, by payroll deduction, contribute up to \$6,000.00 of ~~your~~ his/her annual yearly salary to the IRA.
- The Club will match the employee's contribution, dollar for dollar ~~your contribution~~, up to 3% of ~~your~~ the employee's annual salary.
- Failure to contribute to the IRA renders ~~you~~ an employee ineligible for further contributions from the Club.

7. Other Fringe Benefits. Full-time employees who have completed their probationary period may be eligible, at the annual discretion of the Board, for certain other fringe benefits like use of marina rampage and parking (if excess space is available), fitness room and/or pool; note that use of the clubhouse, workshop and sports court are not included. Such benefits will be provided at no charge to the employee but will be to the extent specified by the IRS, subject to taxation where a monetary value is determined to be more than de minimis. Employees will annually be required to sign a waiver of liability to utilize this option, and are expected to follow all applicable rules associated with the use of each facility.

SECTION V. GRIEVANCES

When an employee considers that he or she has a grievance in connection with working conditions or the interpretation of personnel policies, the employee shall present the grievance in writing to the Club Manager. The Club Manager shall record that a grievance has been submitted and note such grievance on an approved incident form. He/she will then conduct such investigations and hearings as may be appropriate and report the findings and decisions ~~within fifteen working days~~ as soon as administratively possible to the employee.

The Club Manager may, at his or her discretion, bring the matter to the attention of the Board of Trustees. The intent of these procedures is to seek resolution of the complaint at the lowest level of the organization possible, to foster sound interpersonal relations, and to be supportive of open communication between management and employees.

The employee may also request a hearing with the Board of Trustees. The decision rendered by the Trustees shall be final.

—The Club Manager can file grievances to the Board President or Vice-President, with final review by the Board.

SECTION VI. DISCIPLINE

It is the intention of the Club to be totally fair and impartial in the imposing of disciplinary action and this demands that all employees know what is expected of them.

The following rules apply to Club employees and are for the protection of the employees and Club property. Prohibited actions are:

- Use of intoxicating beverage and/or illegal drugs during working hours or lunch break
- Fighting during working hours or on Club property
- Theft of membership or Club property
- Deliberate and willful damage or destruction of Club property and/or equipment
- Bringing firearms or other weapons into the working area
- Smoking in prohibited areas

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- Failure to use or wear safety equipment
- Driving a Club-owned vehicle at any time the employee's ability to do so is impaired by the use of prescription or non-prescription drugs or intoxicating substances.
- Making false claims of injury or illness
- Excessive absenteeism or tardiness
- ~~Failure to maintain affairs or personal life or e~~Engaging in any conduct that reflects badly on Cape George Colony Club
- Any other conduct in violation of the Club's rules and regulations

Each circumstance involving a potential disciplinary situation will be reviewed and carefully investigated. Violation of these rules may result in disciplinary action up to and including immediate discharge. The following procedure shall be used in disciplinary actions:

- A meeting with the employee by the Club Manager and a letter in the employee's personnel file
- A written warning is issued to the employee with a copy in the personnel file. The Board of Trustees is notified
- Three (3) days off without pay. A letter in personnel file and Board of Trustees notified
- Discharge. Employee may request a hearing before the Board of Trustees

SECTION VII. MISCELLANEOUS

1. Employee Responsibilities. Employee will be held responsible for understanding how to properly perform assigned duties. If an employee is not able to perform a part of a job assigned for any reason, it is his/her responsibility to make the fact known to the Club Manager.

It is essential to maintain accurate and current personnel records. Employees must notify the Club Manager of any change in residence address and phone number, changes in marital status, number and names of dependents, or other personal information which may directly affect benefits.

2. Open Door Policy. No situation involving employees is free from the potential for problems to develop. In a working environment, however, it is essential that problems be dealt with quickly and effectively. The objective of an open door policy is to promptly review any questions or complaints brought to the attention of the Club Manager.

3. Confidentiality. The unauthorized disclosure of confidential information by an employee is a violation of policy and will result in disciplinary action as provided in Section VI. All information received by an employee during the course of their employment shall be considered confidential unless otherwise authorized. Members requesting information are required to complete and submit Form MIS06 – "Member Information Request Form". All requests for information will be directed to the Club Manager for his/her approval. Care should be taken to prevent confidential discussions from being overheard by other members who are not involved.

4. Public Relations/Courtesy. If an employee has a complaint, it is his/her responsibility to communicate this in a clear and timely manner to the Club Manager. Similarly, information which is important to the operation of the Club must be communicated to the proper person. Good communication can involve use of the telephone, be written or occur face to face.

When you telephone any place of business, you expect courtesy. This affects your beliefs about the company as a whole. Similarly, the public, whether they are members, members' families or friends, vendors, or the general public, judge us based on personal contact or telephone conversations. Often the telephone is the only contact with us. Discuss all matters with the same courtesy that you would appreciate, and treat every call or contact as extremely important - because it is

When you answer the phone, state the Club's full name and your name.

RULES AND REGULATIONS -- PERSONNEL

5. Solicitation/Distribution. Solicitation, such as selling products or services, is prohibited in the work place during working time. Distribution of literature by employees is prohibited at any time in the working areas. Working time includes break time and lunch time, but does not include time before and after work. Working areas are those areas in which an employee works, but does not include break areas.

6. Dress and Grooming. In an informal work environment employees are expected to wear neat and clean clothing which would meet the requirement of their particular job function.

7. Incident Reports. In the event of an incident (an occurrence out of the ordinary such as a theft, disturbance, ~~injury~~, ~~or~~ property damage, or conflicts with members) the employee shall notify and review it with the Club Manager.

8. Theft. If at any time an unauthorized person is observed tampering with or removing property belonging to either the Club, a property owner, or an employee, the matter should immediately be reported to the Club Manager. The complete support and cooperation of all employees is imperative if theft is to be prevented.

9. Notices/Messages/Bulletin Boards. Cape George will maintain bulletin boards (if needed) for keeping employees informed on changes in federal and state labor laws, payroll deduction information, messages, and other information pertinent to Club employees.

10. Safety. It is Cape George's responsibility to provide a safe and healthy workplace free from recognized safety hazards. The Club provides safety training each month to its employees. It is the responsibility of each employee to be aware of workplace safety related to his/her job. Safety concerns or deficiencies must be reported to the Club Manager.

Forma

Forma

Forma

Forma

11. Fire and Safety Regulations and Procedures. It is the responsibility of each employee to be fully aware of his/her role in case of fire. Fire plans are posted and otherwise available from supervisors.

- Fire Exit signs are posted and should be noted
- ~~Be aware where~~ Know where fire extinguishers ~~are located~~ are located
- Request instruction in the use of fire extinguishers
- Always be aware that your safety comes first

11. 12. Smoking and Use of Tobacco. In keeping with the Club's intent to provide a safe and healthful work environment, smoking in the workplace and Club-owned buildings is prohibited, except in those locations that have been specifically designated as smoking areas. This policy applies equally to all employees, members, and visitors.

Forma

Approved at Board of Trustees Meeting dated: December 10, 2009.

Approved at Board of Trustees Meeting dated: February 11, 2010.

Approved at Board of Trustees Meeting dated: May 12, 2011.

Approved at Board of Trustees Meeting dated: December 15, 2011.

Approved at Board of Trustees Meeting dated: February 14, 2014.

Approved at Board of Trustees Meeting dated: February 12, 2015.

Proposed Changes 2018

RULES AND REGULATIONS -- PERSONNEL

~~Richard Hilfer~~ Katie Habegger, President

~~Carol Wood~~, Secretary

CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

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

MEMBER DONATION FORM

No time to attend Cape George fundraisers? No money in your purse or wallet when the fundraisers are scheduled? Or you just forgot? Not handy with the hammer to help out at the Marina? No green thumb for the Environmental Committee?

Would you like to help out with Cape George projects but don't know how??

Well, do we have the answer for you.

Make a Donation (\$\$\$\$) to one or more of the areas described below!

Select and check-off the area(s) below to which you wish to contribute. State the amount of your donation and send this form with a check, payable to Cape George, to the Cape George Office. The Manager will allocate the funds according to your directions and will use his discretion in allocating donations to employees. Money will be used for Cape George Committee projects, equipment or special purposes which you designate. The practice of asking for charitable donations (not tax deductible) for "extras" for Cape George was approved by the Board of Trustees at its May 11, 2006 meeting. These donations may be made at any time during the year.

CAPE GEORGE DONATION FORM

<u>Project/Area</u>	<u>Mark "X" to show interest</u>	<u>Amount of your Gift</u>
1. Emergency Preparedness/	_____	_____
2. Neighborhood Watch	_____	_____
3. Environmental Committee	_____	_____
4. Fitness Committee	_____	_____
5. Marina Committee	_____	_____
6. Memorial Committee	_____	_____
7. Pool Committee	_____	_____
8. Social Committee	_____	_____
9. Special Project(s) [to be designated each year by the Board]	_____	_____

10. Other: you describe how your money should be used for Cape George: (For example: playground equipment, American flag, weather vane, pool flags, etc.)

Describe: _____

Total contribution _____

Thank you for your support!

April 17, 2018

Refund Request

Member _____BAM001_____

Requesting a \$400.00 refund of the clubhouse rental cleaning/damage deposit.

Terri Brown

Office Administrator

Meet the Candidates
June 12, 2018
2:00 PM at the Clubhouse

Kitty Rucker, Nominating Committee Chair, will moderate a question and answer session for members of Cape George Colony Club. The following candidates will be present:

Bill Hamilton
George Martin
Ray Pierson

Study Session Agenda
June 12, 2018
3:00 PM at the Clubhouse

- A. President's Comments and Announcements
 - 1. Welcome
 - 2. One lot/one vote
- B. Letters from Members
- C. Manager's Comments
- 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.
 - 1. Discuss proposed Code of Conduct rules for Trustees and Committee Chairs – Katie Habegger
 - 2. Status update on Marina Liveaboard rule – Richard Hilfer
 - 3. Review member request for Marina Chair, Craig Muma and Trustee, Ross Anderson to be disciplined for inappropriate comments to members – Katie Habegger
 - 4. Review changes to EMP01 – Sharon Mitchel
 - 5. Review accounts to refer to SABA for collections – Sharon Mitchel
 - 6. Consider 2 refund requests of clubhouse rental deposit totaling \$800 – Sharon Mitchel
 - 7. Consider accepting donation of \$6175 from the Fitness Committee to defray costs of Life Fitness bike and Body Solid parts – Sharon Mitchel
 - 8. Review resolution to transfer \$32,446.22 from Marina Reserves to General Checking for Dock Electric project – Sharon Mitchel
 - 9. Discuss removing fine schedule from MIS04 – Sharon Mitchel
 - 10. Discuss PP04, 05, 06, 07, 08 and 09 – Karen Krug
 - 11. Discuss insurance proposal – Sharon Mitchel
 - 12. Discuss the possibility of a member sponsoring a candidate forum for local political candidates – Katie Habegger

E. Member Participation (Compliments, Issues, 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.

Open Board Discussion

F. Announcements

Board Meeting – June 14, 2018 3:30 P.M.

Study Session – July 10, 2018 3:00 P.M.

Board Meeting – July 12, 2018 3:30 P.M.

Annual Membership Meeting – July 14, 2018 2:00 P.M.

Special Board Meeting to elect officers – July 14, 2018, immediately after Annual Meeting

Close Study Session

CODE OF CONDUCT – COMMITTEE CHAIRPERSONS

This Code of Conduct is to be studied and signed by each Committee Chairperson upon election or appointment and annually thereafter.

Committee Chairpersons should strive at all times to serve the best interests of Cape George as a whole, regardless of their personal interests, and perform their duties without bias for or against any member or group of members.

Committee Chairpersons should not use their positions or decision-making authority for personal gain or to seek advantage over a member.

Committee Chairpersons will not advocate or support any action or activity that violates a law or regulatory requirement, or spend Cape George funds for their own personal use or benefit.

Committee Chairpersons should not make personal attacks, harass or threaten colleagues, staff or members.

I have read and agree to comply with the above Code of Conduct

signed _____

_____ Committee

date _____

TRUSTEE CODE OF CONDUCT

This Code of Conduct is to be studied and signed by each Trustee upon election or appointment and annually thereafter.

Trustees should strive at all times to serve the best interests of Cape George as a whole, regardless of their personal interests, and perform their duties without bias for or against any member or group of members.

Trustees should not use their positions or decision-making authority for personal gain or to seek advantage over a member. Each Trustee must study and sign the Conflict of Interest Policy form FIN10 annually.

Trustees will use sound judgment to make the best possible business decisions for Cape George, taking into consideration all available information, circumstances and resources. Trustees will act within the boundaries of their authority as defined by law and Cape George governing documents.

Trustees will not advocate or support any action or activity that violates a law or regulatory requirement, or spend Cape George funds for their own personal use or benefit.

Trustees should not make personal attacks, harass or threaten colleagues, staff or members.

Personal information about any member or employee obtained in the performance of board duties will not be divulged by Trustees.

Trustees should not accept any gifts – directly or indirectly – from members, contractors or suppliers.

I have read and agree to comply with the above Code of Conduct

signed _____

date _____

June 10, 2018

To: Board of Trustees

From: Sharon Mitchel, Manager

Re: Employment policies

At a Study Session, it was requested that we separate the EMP01 Personnel Policies and Employment Guidelines into separate documents. By having separate documents we will be able to make changes more readily in the future.

I have separated EMP01 into 8 documents. Additions to each policy are in blue/underlined. Deletions are in red/stricken through.

PERSONNEL POLICIES AND EMPLOYMENT GUIDELINES

GENERAL PROVISIONS

1. Administration. The Club Manager is the personnel officer of the Club.

2. Revision and Amendment. Circumstances may arise in which the Board determines that changes in this document are in the Club's best interests. For this reason, the Club reserves the right to modify, rescind or supplement any of the provisions of this document. Normally, the Club Manager will make an annual recommendation for revisions in the provisions of this document based on study and observation of their effectiveness. The Board may amend this document.

3. Personnel Records. The Club Manager shall provide for the establishment and maintenance of personnel records that reflect an individual's status during the period of his or her employment. These records include but are not limited to employment applications, report of medical condition, prior employment, work performance, disciplinary actions other than oral reprimands, personnel action forms, tax withholding and benefits information.

An employee shall have access to his or her personnel file during normal office hours. A personnel file may be inspected by any Board member, the Club Manager and any other person authorized by the Club Manager without the consent of or notice to the employee. Except as otherwise provided in this section, a personnel file shall be inspected by others only following presentation of written consent by the employee to whom the file pertains. No document shall be removed from a personnel file without prior written approval from the Club Manager and notice to the employee.

4. Conflict of Interest. It ~~shall be~~is the responsibility of each Club employee to remain free from indebtedness or favors which ~~tend to~~could create a conflict of interest between personal and Club interests, or might reasonably be interpreted as affecting the impartiality of the individual employee. If an employee is offered a gift or gratuity which could reasonably be construed, in the eyes of the members or Club officials, to be an attempt to bribe, influence or to encourage special considerations with respect to the Club, such offer shall be reported without delay to the Club Manager, who in turn will inform the Board. If there should be any doubt as to whether the gift or gratuity is of such significance as to influence the employee, the matter shall be reported to the Club Manager.

If an employee knowingly accepts a gift or gratuity that may be reasonably construed by the Club Manager to have influence, or result in special consideration for the donor or any entitled beneficiary thereof, then, after a hearing by the Board, that employee shall be dismissed from Club employment.

5. Equal Employment Opportunity. ~~This homeowners association~~Cape George Colony Club assures equal employment opportunities in all policies and procedures regarding recruitment, hiring, transfers, promotions, compensation, benefits, training, and layoff and recall practices. These policies and procedures will be administered without regard to race, color, religion, ancestry, national origin and citizen status, age, sex, sexual orientation, handicap, disability, marital status, political preference, or union affiliation. The Club will give full consideration to the employment of any individual if he/she is qualified to perform the work applied for. It is the responsibility of the Club to support this non-discrimination policy in word and deed.

6. Veterans. Preference rights shall be granted to a veteran, as provided in Federal and State laws that apply to employment preferences to veterans.

7. Nepotism. The employment of two full-time employees in the same family is not permitted.

8. Minimum Age. The minimum age for Club employment shall be in accordance with minimum ages prescribed by state law.

9. Discrimination. Cape George Colony Club assures equal employment opportunities in all its policies and procedures regarding recruitment, hiring, transfers, promotions, compensations, benefits, training, and layoff and recall practices. These policies and procedures will be administered without regard to race,

Form:
Bold
Form:

color, creed, religion, ancestry, national origin and citizen status, age, sex, handicap, disability, marital status, political preference, or union affiliation. The club will give full consideration to the employment of any individual if he/she is qualified to perform the work applied.

10. Harassment. Cape George expects that all employees will treat each other and members with fairness and respect. Harassment on the basis of race, religion, color, gender, age, national origin or disability or as otherwise provided under state law, will not be tolerated and is strictly prohibited. Harassment of this type is illegal and contrary to the policy of Cape George. The organization strives to foster a work environment free of harassment, discrimination, intimidation and insult. Harassment is a form of misconduct that undermines both personal and professional relationships in the workplace. Every staff member must be assured that he or she can work in an environment that is free from unwanted and unwelcome harassment and discrimination.

Any employee, who believes that he/she is the victim of any type of harassing or discriminatory conduct, should bring that conduct to the immediate attention of the Manager or Board President. A prompt and thorough investigation of all the circumstances surrounding the alleged incident will take place in a confidential manner. If the investigation discloses that an individual has committed an act of harassment or discrimination, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an employee who complains of discrimination or harassment is strictly prohibited and will result in appropriate disciplinary action.

11. Sexual Harassment. The Club prohibits sexual harassment of any employee. Any employee, who believes that he/she is the victim of any type of sexual harassment, should bring that conduct to the immediate attention of the Club Manager or Board President. The organization will conduct a prompt and thorough investigation of all the circumstances surrounding the alleged incident in a confidential nature. If the investigation discloses that an individual has committed an act of sexual harassment, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an employee who complains of harassment is strictly prohibited and will result in appropriate disciplinary action.

12. Immigration and Naturalization. Cape George Colony Club complies with immigration and naturalization laws and regulations. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

13. Driver's License. All employees whose job descriptions require a valid driver's license of a certain class, with or without endorsements, shall obtain and maintain such driver's license as a condition of employment.

An employee whose operating privilege is suspended, revoked, or canceled, who loses the privilege to operate a commercial motor vehicle in the State for any period, or who is disqualified from operating a commercial vehicle, shall not operate any Club vehicle during the period of suspension, revocation, cancellation, loss or disqualification. The employee shall notify the Club Manager of that fact at the beginning of the business day following the day the employee received notice of suspension, revocation, cancellation, or disqualification.

Violation of this section constitutes cause for termination of employment for employees whose job description requires a valid license, unless limited privileges are granted so employee does not lack a valid license.

14. Physical Condition. Before employment, an applicant may be requested to pass a physical examination conducted by a state licensed physician and paid at the Club's expense. If the Club Manager has reason to believe an employee has a physical or mental condition which substantially interferes with the employee's ability to perform his or her job duties, then the Club Manager, with written approval of the Board, may in writing require the employee to submit to a doctor's examination concerning the condition. The employee may select the doctor, provided the doctor is duly licensed in the state and specializes in the condition. Alternatively, the employee may request the Club to select the doctor meeting those requirements. If the Club selects the doctor, the Club shall pay for the examination, but not otherwise. If the doctor's evaluation shows the employee's condition substantially

interferes with the employee's ability to perform the job duties in a safe and proficient manner, then the Club may terminate the employee, subject to law. Either way, the Club or its representative may review the employee's medical report.

15. Business Equipment and Electronic Privacy. All of Cape George Colony Club's business equipment, such as copiers, facsimile machines, computer systems (including E-mail, internet systems and electronic storage), and telephone equipment (including voicemail) are the organization's property and are to be used solely for business related purposes. There is a cost associated with the use of all of the business equipment, and the equipment must therefore be used only for business reasons. Cape George Colony Club reserves the right to access and monitor all technology resource activity on its systems.

16. Telephone Use. Cape George Colony Club's telephones are intended for the use of serving our customers and in conducting the Company's business. Personal use during business hours is discouraged except for emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line. To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours.

17. Internet and Email Use. Cape George Colony Club's employees are allowed use of the Internet and e-mail when necessary to serve our members and conduct the organization's business. Employees may use the Internet when appropriate to access information needed to conduct business. Employees may use e-mail when appropriate for business correspondence. Use of the Internet must not disrupt operation of the computer network. Use of the Internet must not interfere with an employee's productivity. Employees are responsible for using the Internet in a manner that is ethical.

RULES AND REGULATIONS -- PERSONNEL

PERSONNEL POLICIES AND EMPLOYMENT GUIDELINES

CLASSIFICATION OF POSITIONS

1. Job Descriptions. Job descriptions shall be established and maintained by the Club Manager for each of the job classifications. Once every twelve months the Club Manager will review all job descriptions to assure descriptions are accurate. A job description may be revised or a new description may be prepared at any time in order to document the establishment of a new job classification or changes in the nature and scope of job responsibilities of an existing job.

2. Type of Employees. All employees serve at the pleasure of the Club's Board of Trustees.

Exempt Employee: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements. Exempt employees are paid on a salaried basis, and as such, cannot:

- Be paid wages or benefits on an hourly basis in addition to salary,
- Charge sick time or vacation time on an hourly basis,
- Be subject to deductions from wages in hourly increments for absences of less than a full day, or
- Be treated in any other manner as an hourly employee.

Exempt employees must use (charge) leave in full day increments.

Non-Exempt Employee: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.

Regular Non-Exempt Full-Time Employee: A full-time employee is considered to be part of the regular complement continuously needed for performing Club services, regularly scheduled to work at least 30 hours per week for more than 36 weeks per year. The ~~normal~~ typical work schedule for all full-time employees is eight hours a day, five days a week, with a half-hour for unpaid lunch break and one 10-minute paid break for every two hours of work. The Club Manager is authorized to make changes in work schedules as operating needs may require.

Regular Non-Exempt Part-Time Employee: A part-time employee is any employee regularly scheduled to work less than 30 hours per week for more than 36 weeks per year, and who shall be compensated at the hourly rate established by the Club Manager, but not higher than that of full-time employees similarly situated. The work involved is to be done during a portion of a work day, such as on a morning, afternoon or night shift and totaling significantly less than a full-time position, typically less than 30 hours per week with a half-hour unpaid lunch break and one 10-minute break for every two hours of work. The Club Manager is authorized to make changes in work schedules as operating needs may require.

Part-time employees shall not accrue ~~any category of paid leave-vacation~~ or receive holidays or be eligible for any other employee benefits, except as required by law.

Temporary or Seasonal Employee: A temporary or seasonal employee is hired periodically to assist the organization in meeting operational needs. A temporary or seasonal employee ~~does may~~ not work a regular schedule. A temporary or seasonal employee shall be employed initially at the hourly rate established by the Club Manager, but not higher than that of full-time employees, shall be paid only for the hours actually worked, and shall not accrue leave or receive holidays or leave allowances or any other benefits, except as required by law. A temporary or seasonal employee may fill the vacancy created by an approved leave of absence or extended illness. An employee hired to fill a temporary or seasonal position serves at the pleasure of the Club Manager, is subject to summary removal for any reason or for no reason, and may be removed from the position without right of hearing or appeal.

RULES AND REGULATIONS -- PERSONNEL

3. Probationary Period. A probationary period shall be in effect the first 90 days of employment for all regular full-time and part-time employees. During this period, performance interviews and evaluations may be provided. This will give the Club Manager the opportunity to learn more about you and to decide whether your job assignment is suitable to your skills and personality, all factors involving your ability to learn, initiative, attitude and conduct. During this period employees will earn but cannot use sick leave or vacation leave. Separation from employment may take place at any time without notice or disciplinary action during ~~your~~the employee's probationary period if ~~your~~his/her performance is not satisfactory.

4. Evaluations. The Club Manager shall evaluate all employees prior to the end of the 90-day introductory period and annually in October. Written evaluations will be provided and reviewed with employees by the Club Manager, using form EMP02 and based on the job description of each employee.

The Board President will coordinate evaluation of the Club Manager at the end of the 90-day introductory period and annually in October. Written evaluation will be provided using form EMP02 and based on the job description of the Club Manager. Board members will have opportunity to provide written input to the Board president prior to the development of the written evaluation. The written evaluation will be composed by the Board President or designee and will be reviewed by the Board in executive session before it is delivered to the Club Manager. Written evaluation will be reviewed with the Club Manager by the Board President or designee. ← Form

If employee evaluations include unsatisfactory areas of performance, a written plan of improvement will be developed, including a timeline for improvement of performance. Employees will be expected to improve as instructed in order to maintain employment. ← Form

5. Resignation. If ~~you~~an employee wishes to resign from ~~your~~his/her position, reasonable notice (at least two weeks) to the Club Manager is expected in order to ensure a smooth transition of ~~your~~ duties to a new employee.

RULES AND REGULATIONS -- PERSONNEL

PERSONNEL POLICIES AND EMPLOYMENT GUIDELINES

SECTION III. PAYROLL

1. Compensation. The policy of the Club is to provide adequate compensation to its employees. The Club Manager shall periodically review employees' pay scales and may recommend pay amendments to the Board. Pay increases are generally implemented on a calendar year basis determined in conjunction with annual approved budgets.

2. Recording of Time Worked. All employees must record their own time worked. Under no circumstances should an employee allow his/her work time to be recorded by anyone else. Employees may be required to sign their time sheet each pay period. Meal breaks are not paid time, unless the Manager informs employees otherwise, such as a performance review lunch meeting.

3. Attendance/Punctuality. The Club Manager is accountable for monitoring attendance habits and determining the cause of any related problems. Written records will be maintained on each absence for every employee. Each employee is responsible for notifying the Club Manager prior to the start of the working day of an intended absence. Excessive absenteeism will result in negative performance reviews, and may subject the employee to discipline up to and including discharge.

4. Paid Holidays. Holidays with pay shall apply to all full-time and exempt employees of the Club. In the event a holiday falls on a Saturday, the attendance day immediately prior shall be considered a holiday. If the holiday occurs on a Sunday, the attendance day immediately after shall be considered a holiday. The Club recognizes the following paid holidays during each calendar year.

- New Year's DayJanuary 1
- President's Day.....Third Monday in February
- Memorial Day.....Last Monday in May
- Independence Day.....July 4
- Labor DayFirst Monday in September
- Thanksgiving DayFourth Thursday in November
- Day after Thanksgiving.....Friday after Thanksgiving
- Christmas DayDecember 25
- Two Personal ~~Days-Holidays~~ of Employee's choice to be taken within the calendar year
-~~With~~with advance approval of Manager

To be eligible, an employee must have a continuous service date that precedes any given holiday by ninety (90) days. Full-time and exempt employees will be paid for 8 hours at their regular rate of pay or prorated based on their regularly scheduled hours per day. Employees shall not be paid for holidays occurring while they are on an approved or unapproved leave-without-pay status. Where workload permits, the Club will allow employees to take the day before or after Christmas as a non-paid holiday. Employees may use accrued paid vacation or personal holidays if available.

5. Overtime. Employees will be compensated for overtime in accordance with federal and state laws and regulations. It is recognized that overtime duty is an occasional necessity dictated by conditions most of which ordinarily cannot be foreseen. Hours are calculated on a work week of Saturday through Friday. A full-time non-exempt employee who is called back to work for a time that they are typically not on shift will be paid for a minimum of two hours.

Authorized overtime work on a non-work day (normally Saturdays, Sundays and holidays) or at the end of any ordinary work day, if when added to all other time worked during the same week (~~Monday~~

RULES AND REGULATIONS -- PERSONNEL

~~through Sunday~~Saturday through Friday) exceeds forty (40) hours, shall be paid at the rate of time and one-half unless the employee prefers comp time. Comp time requests must be in writing.

6. Payroll Deductions. Deductions will be made for state and federal withholding taxes (where applicable), social security taxes, and other applicable federal, state or local taxes. Garnishments and other similar required payments also fall into this category. Other deductions will be made only on written request of the employee and after approval of the Club Manager.

7. Garnishments. The Cape George Colony Club is required to honor court ordered garnishments and other attachments to employees' pay. The Club does not wish to become involved in personal finances of its employees and, therefore, strongly encourages all employees to resolve debts and financial disputes in order to avoid costly garnishment proceedings. Should an employee's personal financial situation begin to interfere with proper work performance (absenteeism, excessive personal phone calls, etc.), the employee may be subject to termination.

8. Pay Periods. Salaries will be paid ~~bi-~~semi-monthly. Pay periods end on the 10th and 25th day of each month. Accrued pay will be paid ~~on the day following the~~within 6 days following the end of the pay period. ~~If the day following the end of the pay period falls on a Saturday, Sunday or a holiday, accrued pay will be paid on the next regularly scheduled business day.~~

RULES AND REGULATIONS -- PERSONNEL

PERSONNEL POLICIES AND EMPLOYMENT GUIDELINES

BENEFITS

1. Forms of Leave

Notice of Absence by Employee: ~~If you~~ Employees who are unable to report for work, or ~~if you~~ will be late coming to work or have to leave early, must notify the Club Manager as soon as ~~you~~ he/she is ~~are~~ aware of the situation so that alternative plans can be made. Regular attendance is required for all employees. Continued occurrences of lateness or absenteeism will result in dismissal.

Paid Vacation: Paid vacation is made available to regular full time and exempt employees, based on the following schedule:

Exempt Employees - Paid Vacation					Full-time non-exempt employees- paid vacation				
	total DAYS accrued annually	total hours accrued annually	semi- monthly HOURS accrued	Maximum Annual carryover	Based on worked hours	total hours** accrued annually	Semi- monthly accrual per hour worked	Maximum Annual carryover	Worked hour base
Year 1	10	80	3.333	40	Years 1-5	80	0.0417	40	1920
Years 2-5	15	120	5.000	60	Years 6-14	120	0.0638	60	1880
Years 6-14	20	160	6.667	80	Years 15-20	160	0.0870	80	1840
Years 15-20	25	200	8.333	80	year 21 +	200	0.1111	80	1800
Year 21 +	30	240	10.000	80	** Actual hours worked may impact the total annual hours accrued				

Employees will accrue vacation time at the beginning of employment but are not eligible to use these hours until after successfully completing the 90 day probationary period. In no event will an employee maintain a balance of vacation time greater than their annual hours earned. An exception to this rule may be granted by majority vote of the Board of Trustees. Upon resignation, retirement or termination, vacation accrued to that point in time, subject to the limits set forth herein, will be paid at the attained rate of pay.

Sick: ~~After the first month of paid, regular employment, regular full-time and exempt employees shall be entitled to one-half day of sick leave. Further sick leave may accrue at the rate of one-half day for each calendar month worked. Total accrual of sick leave shall not exceed forty (40) days. Sick leave is not compensatory upon resignation retirement or termination. Compensatory time will not be granted for accrued sick leave.~~ Employees may use accrued paid sick leave:

- When he/she or a family member is ill or needs to receive medical, dental or optical treatment. Family members are defined as: spouse, registered domestic partner, a child, a grandchild, a parent, a grandparent or a sibling.
- When the employee's workplace or their child's school or place of care has been closed by a public official for any health-related reason.
- For absences that qualify for leave under the state's Domestic Violence Leave Act, RCW 49.76, such as domestic violence, sexual assault or stalking. Employees may take reasonable leave from work to take care of legal or law enforcement needs, seek treatment for physical and mental injuries, obtain services from a shelter or take other actions to increase safety from future incidents. Family members of a victim may also take reasonable leave to help the victim treatment or obtain help and services.

Exempt employees sick leave:

RULES AND REGULATIONS -- PERSONNEL

- Exempt employees accrue paid sick leave at a rate of 2.5 hours of paid sick leave for every pay period worked. Sick leave does NOT accrue on unpaid or paid time off pay periods, only on pay periods with days worked.
- Paid sick leave is paid out to exempt employees at their normal daily compensation. Sick leave must be used in full day increments, per usual time recording policy.
- At year end, unused paid sick leave will be carried over to the following year. Total accrual of sick leave may shall not exceed 40 days (Maximum of 320 hours).
- Employees are entitled to use accrued paid sick leave beginning on the 90th calendar day after the start of their employment.
- Accrued sick leave time will not be paid out at termination of employment. But if an employee is rehired within 12 months of separation, that employee will have their former sick leave accrual reinstated. If original employment was terminated before the 90 days was met, then on rehire, the previous days worked will count toward meeting the 90 day waiting period.

Non-Exempt/hourly employees sick leave:

- Non-Exempt/hourly employees accrue paid sick leave at a minimum rate of 1 hour of paid sick leave for every 40 hours worked, shown as 0.025 hour for every hour worked. This includes part-time and temporary workers. Sick leave does NOT accrue on paid time off hours, only on hours worked, including overtime hours.
- Paid sick leave is paid to employees at their normal hourly compensation. Sick leave may be used in 15 minute increments, per usual time recording policy.
- At year end, unused paid sick leave will be carried over to the following year. Total accrual of sick leave may shall not exceed 40 days (Maximum of 320 hours).
- Employees are entitled to use accrued paid sick leave beginning on the 90th calendar day after the start of their employment.
- Accrued sick leave time will not be paid out at termination of employment. But if an employee is rehired within 12 months of separation, that employee will have their former sick leave accrual reinstated. If original employment was terminated before the 90 days was met, then on rehire, the previous days worked will count toward meeting the 90 day waiting period.

Military: A military leave of absence will be granted to employees if required under federal or state rules, statutes, and regulations.

Family and Medical Leave Act: Family and medical leave may be granted to employees on a case-by-case basis upon written application to the Board of Trustees. The Club will comply with applicable provisions, if any, of the Family and Medical Leave Act as posted in the Club's main office.

Funeral/Bereavement: Full-time or part-time employees will be granted time off with pay for funerals and bereavement leave for a maximum of three work days per year in the event of a death in the employee's immediate family (mother, father, sister, brother, wife, husband, children, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law) or at the discretion of the Manager. Compensation will be paid for normal working hours.

Leave of Absence: A leave of absence is unpaid authorized absence from work. Most leaves are discretionary and will be approved only for compelling reasons, such as medical leave, military service and extreme personal hardship. Anyone considering taking such a leave should consult the Club Manager regarding specific conditions. It is the responsibility of the employee desiring a leave to submit the request in writing at least 30 days in advance of the requested starting date of leave, except in the case of sudden disability or emergency. Approval will be given in writing. Under no circumstances will a request for leave of absence be granted if an employee is to be employed elsewhere during such a leave.

RULES AND REGULATIONS -- PERSONNEL

2. Jury Duty. Jury service is considered the duty, privilege and civic responsibility of every citizen. The Club will not request an excuse from the courts for release of an employee who has been called for jury duty unless his/her absence from work would seriously hamper operation of the Club.

3. Mileage. All employees shall be paid mileage at the current federally allowed rate when carrying out official Club business and providing their own transportation. All claims for such paid travel are subject to approval by the Club Manager prior to payment and accurate records must be kept.

4. Health Plan. The Club ~~shall~~ may provide a health and dental plan for its regular full time and exempt employees. The Board of Trustees will set the employer contribution for health plan premiums and manner of payment.

Employees can choose insurance coverage for family members provided that the additional premiums are paid monthly by the employee. The Board of Trustees will set the wage and benefit package for the Manager.

Temporary, seasonal and part-time workers and part-time employees are not covered by the health or dental plan.

5. ~~Workmen's~~ Worker's Compensation Insurance. The Occupational Safety and Health Act of 1970 provides job safety and health protection for workers by promoting safe and healthful working conditions throughout the Nation. (OSHA of 1970 publication is posted in the Club's main office). The Club protects each associate employee against financial loss due to work-related injury or illness through ~~Workmen's~~ Worker's Compensation Insurance. It is the Club's policy and the employee's responsibility to report all injuries and illnesses immediately to the Club Manager. ~~Workmen's~~ Worker's Compensation Accident forms are available from the Club Manager. The Club Manager will provide employees with a detailed explanation of the policies and procedures regarding ~~Workmen's~~ Worker's Compensation insurance claims.

~~Cape George Colony Club provides industrial insurance to cover all employees.~~

6. Retirement Plan (see R&R EMP04). The Club has established a retirement plan (Fortis Simple IRA) that all full-time and exempt employees are eligible to participate in, with the following restrictions:

- ~~You~~ Employees must earn a minimum of \$5,000 per year to be eligible.
- ~~You~~ Employees may, by payroll deduction, contribute up to \$6,000.00 of your yearly salary to the IRA.
- The Club will match dollar for dollar ~~your~~ the employee's contribution, up to 3% of your annual salary.
- Failure to contribute to the IRA renders ~~you~~ an employee ineligible for further contributions from the Club.

7. Other Fringe Benefits. Full-time employees who have completed their probationary period may be eligible, at the annual discretion of the Board, for certain other fringe benefits like use of marina rampage and parking (if excess space is available), fitness room and/or pool; note that use of the clubhouse, workshop and sports court are not included. Such benefits will be provided at no charge to the employee but will be to the extent specified by the IRS, subject to taxation where a monetary value is determined to be more than de minimis. Employees will annually be required to sign a waiver of liability to utilize this ~~option, and~~ option and are expected to follow all applicable rules associated with the use of each facility.

SECTION V. GRIEVANCES

~~When an employee considers that he or she has a grievance in connection with working conditions or the interpretation of personnel policies, the employee shall present the grievance in writing to the Club Manager. The Club Manager shall record that a grievance has been submitted and note such grievance~~

RULES AND REGULATIONS -- PERSONNEL

~~on an approved incident form. He/she will then conduct such investigations and hearings as may be appropriate and report the findings and decisions within fifteen working days to the employee.~~

~~—The Club Manager may, at his or her discretion, bring the matter to the attention of the Board of Trustees. The intent of these procedures is to seek resolution of the complaint at the lowest level of the organization possible, to foster sound interpersonal relations, and to be supportive of open communication between management and employees.~~

~~The employee may also request a hearing with the Board of Trustees. The decision rendered by the Trustees shall be final.~~

~~—The Club Manager can file grievances to the Board President or Vice-President, with final review by the Board.~~

RULES AND REGULATIONS -- PERSONNEL

PERSONNEL POLICIES AND EMPLOYMENT GUIDELINES

GRIEVANCES

When an employee considers that he or she has a grievance in connection with working conditions or the interpretation of personnel policies, the employee shall present the grievance in writing to the Club Manager. The Club Manager shall record that a grievance has been submitted and note such grievance on an approved incident form. He/she will then conduct such investigations and hearings as may be appropriate and report the findings and decisions ~~within fifteen working days~~ as soon as administratively possible to the employee.

The Club Manager may, at his or her discretion, bring the matter to the attention of the Board of Trustees. The intent of these procedures is to seek resolution of the complaint at the lowest level of the organization possible, to foster sound interpersonal relations, and to be supportive of open communication between management and employees.

The employee may also request a hearing with the Board of Trustees. The decision rendered by the Trustees shall be final.

The Club Manager can file grievances to the Board President or Vice-President, with final review by the Board.

RULES AND REGULATIONS -- PERSONNEL

PERSONNEL POLICIES AND EMPLOYMENT GUIDELINES

DISCIPLINE

It is the intention of the Club to be totally fair and impartial in the imposing of disciplinary action and this demands that all employees know what is expected of them.

The following rules apply to Club employees and are for the protection of the employees and Club property. Prohibited actions are:

- Use of intoxicating beverage and/or illegal drugs during working hours or lunch break
- Fighting during working hours or on Club property
- Theft of membership or Club property
- Deliberate and willful damage or destruction of Club property and/or equipment
- Bringing firearms or other weapons into the working area
- Smoking in prohibited areas
- Failure to use or wear safety equipment
- Driving a Club-owned vehicle at any time the employee's ability to do so is impaired by the use of prescription or non-prescription drugs or intoxicating substances.
- Making false claims of injury or illness
- Excessive absenteeism or tardiness
- ~~Failure to maintain affairs or personal life or engaging~~ Engaging in any conduct that reflects badly on Cape George Colony Club
- Any other conduct in violation of the Club's rules and regulations

Each circumstance involving a potential disciplinary situation will be reviewed and carefully investigated. Violation of these rules may result in disciplinary action up to and including immediate discharge. The following procedure shall be used in disciplinary actions:

- A meeting with the employee by the Club Manager and a letter in the employee's personnel file
- A written warning is issued to the employee with a copy in the personnel file. The Board of Trustees is notified
- Three (3) days off without pay. A letter in personnel file and Board of Trustees notified
- Discharge. Employee may request a hearing before the Board of Trustees

RULES AND REGULATIONS -- PERSONNEL

PERSONNEL POLICIES AND EMPLOYMENT GUIDELINES

MISCELLANEOUS

1. Employee Responsibilities. Employee will be held responsible for understanding how to properly perform assigned duties. If an employee is not able to perform a part of a job assigned for any reason, it is his/her responsibility to make the fact known to the Club Manager.

It is essential to maintain accurate and current personnel records. Employees must notify the Club Manager of any change in residence address and phone number, changes in marital status, number and names of dependents, or other personal information which may directly affect benefits.

2. Open Door Policy. No situation involving employees is free from the potential for problems to develop. In a working environment, however, it is essential that problems be dealt with quickly and effectively. The objective of an open door policy is to promptly review any questions or complaints brought to the attention of the Club Manager.

3. Confidentiality. The unauthorized disclosure of confidential information by an employee is a violation of policy and will result in disciplinary action as provided in Section VI. All information received by an employee during the course of their employment shall be considered confidential unless otherwise authorized. Members requesting information are required to complete and submit Form MIS06 – "Member Information Request Form". All requests for information will be directed to the Club Manager for his/her approval. Care should be taken to prevent confidential discussions from being overheard by other members who are not involved.

4. Public Relations/Courtesy. If an employee has a complaint, it is his/her responsibility to communicate this in a clear and timely manner to the Club Manager. Similarly, information which is important to the operation of the Club must be communicated to the proper person. Good communication can involve use of the telephone, be written or occur face to face.

When you telephone any place of business, you expect courtesy. This affects your beliefs about the company as a whole. Similarly, the public, whether they are members, members' families or friends, vendors, or the general public, judge us based on personal contact or telephone conversations. Often the telephone is the only contact with us. Discuss all matters with the same courtesy that you would appreciate, and treat every call or contact as extremely important - because it is.

When you answer the phone, state the Club's full name and your name.

5. Solicitation/Distribution. Solicitation, such as selling products or services, is prohibited in the work place during working time. Distribution of literature by employees is prohibited at any time in the working areas. Working time includes break time and lunch time, but does not include time before and after work. Working areas are those areas in which an employee works, but does not include break areas.

6. Dress and Grooming. In an informal work environment employees are expected to wear neat and clean clothing which would meet the requirement of their particular job function.

7. Incident Reports. In the event of an incident (an occurrence out of the ordinary such as a theft, disturbance, injury or property damage, or conflicts with members) the employee shall notify and review it with the Club Manager.

8. Theft. If at any time an unauthorized person is observed tampering with or removing property belonging to either the Club, a property owner, or an employee, the matter should immediately be reported to the Club Manager. The complete support and cooperation of all employees is imperative if theft is to be prevented.

RULES AND REGULATIONS -- PERSONNEL

9. Notices/Messages/Bulletin Boards. Cape George will maintain bulletin boards (if needed) for keeping employees informed on changes in federal and state labor laws, payroll deduction information, messages, and other information pertinent to Club employees.

10. ~~Safety~~ ~~Fire and Safety Regulations and Procedures.~~ It is Cape George's responsibility to provide a safe and healthy workplace free from recognized safety hazards. The Club provides safety training each month to its employees. It is the responsibility of each employee to be aware of workplace safety related to his/her job. Safety concerns or deficiencies must be reported to the Club Manager.

Forma

Forma

It is the responsibility of each employee to be fully aware of his/her role in case of fire. ~~Fire plans are posted and otherwise available from supervisors.~~

- Fire Exit signs are posted and should be noted
- ~~Be aware~~Know where fire extinguishers are located
- Training will be provided to all employees on the proper use of ~~Request instruction in the use of~~ fire extinguishers.
- Always be aware that your safety comes first

11. Smoking and Use of Tobacco. In keeping with the Club's intent to provide a safe and healthful work environment, smoking in the workplace and Club-owned buildings is prohibited, except in those locations that have been specifically designated as smoking areas. This policy applies equally to all employees, members, and visitors.

Date: 5/31/2018

To: Board of Trustees

From: Sharon Mitchel, Manager

Re: Past due account collections

We last turned over past due member accounts to SABA for collections on 11/20/2017. Per the practice established by the Board, the following accounts with balances past due are recommended to be turned over to SABA for collection. These balances are for transactions that meet the 180 day threshold previously established by the Board and total \$1,943.80.

- BEC001 \$558.32 over 180 days old
- CAR003 \$558.32 over 180 days old
- MAE001 \$ 33.30 over 180 days old
- MAE001-2 \$235.54 over 180 days old
- Kent, K. \$558.32 over 180 days old

June 4, 2018

Refund Request

Members: GUL002 & SMI002

Request a refund of the \$400 clubhouse rental cleaning/damage deposit. Both events were signed off by the event coordinator.

Terri Brown

Office Administrator

June 10, 2018

To: Board of Trustees

From: Sharon Mitchel, Manager

Re: Purchase of Fitness Equipment

In May the Fitness Committee voted to replace and repair aging Fitness equipment. They are replacing an older bike with a Life Fitness Bike, Model 95R "Inspire," and repairing grips and seat backs on the Body Solid machine.

We got ahead of ourselves and moved forward with the purchases which were made using Cape George funds. The body solid parts have been received. The bike is on order. Below is a summary of the expenses incurred.

Body solid parts	\$ 186.00
Freight	<u>15.00</u>
	\$ 201.00
Life Fitness bike	<u>\$5,974.00</u>
Total	\$6,175.00

The Fitness Committee is donating \$6175 to cover the cost of this equipment

CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

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

RESOLUTION

No: 6-14-18

Whereas the Board of Trustees of Cape George Colony Club is authorized to transfer Reserve Funds, and

Whereas the Board deems it necessary to make such transfer as outlined:

Marina Reserve Account
To General Checking Account-----\$32,446.22

Be it resolved that \$32,446.22 be transferred from the Marina Reserve Account to the Cape George Colony Club General Checking Account to reimburse for electrical pedestals and other materials for the Marina Dock Electric project.

Dated this 14th day of June 2018.

Note: Invoices paid from General Checking:

Henery's Hardware	13.72
Arrow Lumber (supplies)	1,906.13
DF Electric (pedestals)	30,062.75
Lad Burgin (supplies)	164.70
Craig Muma (mileage reimbursement)	55.59
Robert Skoien (landfill charge)	44.51
Bankof America credit card (Tacoma Screw for specialty screws)	198.82
Total	\$32,446.22

RULES AND REGULATIONS – MISCELLANEOUS

PROCEDURES FOR LEVYING FINES, FINE SCHEDULE, AND RESPONDING TO A MEMBER WHO FILES A COMPLAINT

I. PROCEDURE FOR LEVYING FINES

1. **Member files complaint with Manager.** Member completes **Form MIS04a**, Member Complaint Form.
2. **Manager becomes aware of an alleged or apparent violation.** Manager investigates and determines if a violation has occurred.
3. **Manager Sends Notice of Violation and Selects Response:** Manager sends Member a Notice of Violation (**Form MIS04b**) by regular and certified mail (return receipt requested) that Manager has determined that a violation has occurred. The Notice allows the Manager, in his/her discretion, to select one of three levels of response required of the Member. The three levels of response are: (1) **Warning:** Penalty to be imposed if violation reoccurs; or (2) **Conditional Penalty:** Specific penalty to be imposed if Member fails to remedy condition within a set period of time, with appeal rights to the Board; or (3) **Unconditional Penalty:** Specific penalty imposed with appeal rights to Board.
4. **Factors to be Considered:** In deciding whether to issue a Notice of Violation with a **Warning**, **Conditional Penalty** or **Unconditional Penalty**, the Manager shall consider all relevant factors including the nature and seriousness of the violation, whether the violation is capable of being remedied, whether it is an isolated incident or part of a continuing pattern, whether there is a history of past warnings or violations, whether the violation involved a covenant or rule, the degree of cooperation, the promptness of the response and other relevant circumstances. (Example, a **Warning** might be appropriate for a first loose dog infraction; a **Conditional Penalty** might be appropriate if an asphalt driveway should have been but was not laid but still could be; an **Unconditional Penalty** might be appropriate where a tree was removed without a permit, an instance where it would not be possible to “undo” or correct the violation, or in an instance of a repeat loose dog violation.)
5. **Member Response:** The Notice shall inform the Member that he/she has a right to meet and discuss the matter with the Manager within ten days of the date of the Notice. If a financial penalty has been levied, the Notice shall state that the Member has the right to appeal the levying of the fine by making an appointment and meeting with the Manager no later than ten days after the date of the Notice. The Manager has the discretion to (but is not required to) upon good cause, reduce a penalty. The Notice shall also advise the Member that, following the meeting with the Manager, the Member may appeal to the Board of Trustees for relief from the Penalty. To appeal, the Member shall, within 10 days of the Manager meeting, submit a written Request to Appeal (**Form MIS04c**) to the Board stating the basis for the appeal. The Appeal shall be heard at the next regularly scheduled Board Meeting. After the hearing by the Board the member will be notified by the Board of the results of the action on the appeal. (**Form MIS04d**)
6. **Payment of Penalty:** If the Manager levies a monetary fine, the Member shall pay the amount in full within 15 days of the date of the Notice. If the matter is appealed to the Board of Trustees, the Member shall pay the penalty in full within 15 days after the Board meeting, if the penalty is affirmed. If a fine is not paid when due the amount shall accrue late charges, penalties and collection and attorney fees the same as any other account receivable. The failure to pay a penalty when due shall also have the effect of making the Member a Member Not in Good Standing with the consequent forfeiture of certain membership rights and privileges.

RULES AND REGULATIONS – MISCELLANEOUS

7. **Second Violation:** The procedure for imposing a penalty or fine for a second violation shall be the same as for a first violation, with the fine or penalty range to be based on the “Failure to Correct and/or Subsequent Violation of the fine Schedule” column of the Fine Schedule below.

II. FINES

[See MIS05 for the current Fine Schedule](#)

II. FINE SCHEDULE

✓	PRIVATE PROPERTY DEVELOPMENT AND MAINTENANCE	1ST VIOLATION	FAILURE TO CORRECT AND/OR SUBSEQUENT VIOLATION	RESOLUTION TIME
1.	Building in violation of 25 foot front setback (C)	Up to \$5,000	Up to \$10,000	45 days
-2.	Failure to obtain a Cape George building permit prior to starting construction of a home, ancillary building, culvert, foundation or driveway (C) BG-III	\$100 – \$500	\$500 – 1000	5 days
-3.	Failure to obtain an earthworks permit before starting work (C) BG-III	\$100	\$200	5 days
-4.	Failure to obtain a permit to remove trees and natural shrubbery (C) BG-II	\$25 per tree/shrub	\$50 per tree/shrub	N/A
-5.	Building in violation of 5 foot side/back yard setback BG-III	Up to \$5,000	Up to \$10,000	45 days
-6.	Building in violation of the 3:12 roof pitch BG-III	\$1000 – \$2000	\$1000 – \$2000	14 days
-7.	Building in violation of 17 foot height restriction BG-III	Up to \$5,000	Up to \$10,000	45 days
-8.	Failure to complete building exterior within 6 mo. of starting date (C) BG-IV	\$250 per month	\$300 per month	14 days
-9.	Failure to fill perc holes in a timely manner as per regulation BG-III	\$100	\$200	14 days
10.	Failure to follow guidelines for antennae, BG-III	\$25 – \$100	\$25 – \$100	14 days
11.	Exceeding 8 foot height regulation for hedges, fences, screens BG-III	\$250 per month	\$500 per month	14 days
12.	Failure to complete hookups for water, septic and power prior to occupancy (C)	\$500	\$500	5 days
13.	Failure to install asphalt driveway apron.	\$100	\$200 per month	30 days
14.	Minimum house value	Up to \$1000	Up to \$2,000	45 days
15.	Minimum house size	Up to 1,000	Up to \$2,000	45 days
MEMBER'S PERSONAL OBLIGATIONS				
16.	Discharging of firearms/hunting (C)	\$500	\$1000	N/A
17.	Outdoor burning without a permit (C) PP03	\$50	\$100	N/A
18.	Operation of a home business in violation of policy (C) (PP07)	\$100	\$200	14 days \$200 per mo.
19.	Failure to execute rental agreement, By-Laws, PP04	\$150	\$300	10 days
20.	Parking Violations: (1) unauthorized parking of heavy equipment (PP05) (2) the parking of any vehicle or placement of any object in the road, common areas, or right of way for more than 24 hours CP12	\$50	\$400	3 days
21.	Violation of common and private property Sign Rules PP06	\$25	\$50	5 days
22.	Violation of Junk Vehicle Rule BG-III, PP08	\$50	\$100	5 days
23.	Violation of Fireworks Rule CP10	\$100	\$200	N/A
24.	Violation of Livestock/Pet Rule (C) PP01	\$50 – \$500	\$100 – \$1,000	14 days
25.	Failure to Maintain property or permitted structure BG-III (Maintenance Obligation) PP02 (vegetation, septic, other nuisance)	\$50-\$1,500	\$100-\$2,500	21 days
26.	Outdoor lights operated in violation of regulation BG-III	\$25	\$100	5 days

RULES AND REGULATIONS – MISCELLANEOUS

27.	Abuse of or misconduct on common property (Swimming pool, shop, fitness center, marina, etc.) CP01, 02, 03, 04, 05, User's Contract, common law	\$50–\$500 and liability for damages and possible loss of privileges	\$100–\$1,000 and liability for damages and possible loss of privileges	N/A
28.	Unauthorized disposal of waste material on common property and/or improper storage of waste material on private property CP11	\$150	\$250	5 days
29.	Other covenant, building guidelines or rule violation	\$25 to \$1,000	\$50 to \$3,000	Discretionary
30.	Violation of Traffic Regulations CP19	\$50.00	\$100.00	N/A

III. PROCEDURES FOR RESPONDING TO A MEMBER WHO FILES A COMPLAINT.

1. Member completes official Member Complaint Form (**Form MIS04a**) and turns it into the office.
2. Within a 10 day period of time the Manager investigates the complaint and completes Section 2 of Form MIS04a, "The following actions have occurred." The Manager consults with the Board President as necessary on the complaint.
3. At the conclusion of the investigation, the Manager notifies the complaining member, in writing, of the results of the investigation and a statement of proposed actions on the complaint.
4. If a member is not satisfied with the actions of the Manager, he/she will have 10 days to file an official appeal to the Board of Trustees for their consideration. The decision of the Board is final..

IV. MEDIATION.

The Manager shall inform the Members involved in a complaint of the availability of a voluntary mediation procedure to assist them in reaching an agreed resolution of the matter.

This policy replaces all prior procedures for complaint policies.

Adopted by the Board of Trustees, July 16, 2009

Adopted by the Board of Trustees, April 14, 2016

Adopted by the Board of Trustees

~~Richard Hilfer~~ Katie Habegger, President
Secretary

~~Katie Habegger~~ Carol Wood,

June 12, 2018

To: Board of Trustees

From: Sharon Mitchel

Re: 2018-2019 Insurance Renewals

The insurance policies for Cape George renew annually each June. A comparison summary of the policies, the basic coverages of each policy and the premium for each is included on the next page.

CAU is no longer writing general liability and property coverage through QBE. Their forms now are titled under CAU. I have attached the Producer's memo and policy change summary for your review.

Overall the renewal offer is favorable. There are a few items that warrant discussion.

- While the auto policy premium is listed, we have not received the policy or the application so this may be an estimate.
- The renewal package offers optional coverages. Information is noted on the next page.
- The flood insurance policy is listed with an estimated increase of 3%. This information won't be available until December when those policies renew.

Cape George Colony Club 2018-2019

Policy	Proposal 06/19/2017-2018 LIMITS	Premiums 06/19/2017-2018 PREMIUMS	Carrier	Proposal 06/19/2018-2019 LIMITS	Proposal 06/19/2018-2019 PREMIUMS	Change
1) General Liability & Property						
Property	Guaranteed RC**	\$19,346	CAU	Guaranteed RC**	\$20,843	\$1,497
General Liability	\$2,000,000	included		\$2,000,000	included	7%
Crime	No numerical limit	included		No numerical limit	included	
2) Directors & Officers (D&O)						
Travelers Directors & Officers Liability	\$2,000,000	\$6,299	Travelers	\$2,000,000	\$6,012	-\$287
						-5%
3) Umbrella Liability						
Umbrella	\$10,000,000	\$3,648	Greenwich	\$10,000,000	\$4,135	\$487
						12%
4) Autos						
Auto Liability	\$1,000,000	\$2,660		\$1,000,000	\$2,003	-\$657
						-3%
5) Volunteer Accident						
Volunteer Accident Ins	see policy	\$300	QBE	see policy	\$300	
Subtotal						
CAU Annual Premium	2017-2018 CAU Coverage	\$32,253		2018-2019 CAU Proposed	\$33,293	\$1,040
						3%
6) Flood -- December Renewal						
Federal Flood Program Clubhouse		\$2,559	Est - Selective Ins	ESTIMATED Dec 2018 renewal	\$2,635	3%
Federal Flood Program Workshop		\$1,209			\$1,245	
Total Annual Cost		\$36,021			\$37,173	\$1,152
						3%

** Replacement Cost	Replacement Value at \$2,740,000	Replacement Value at \$5,925,000
	\$10,000,000 Greenwich Umbrella extends Liability limits to \$12,000,000	\$10,000,000 Greenwich Umbrella extends Liability limits to \$12,000,000

- Optional Coverages and/or limits:**
- A. Earthquake (\$3,972,900 limit) | CAU \$2,135
 - B. Terrorism | American Alteri \$409
 - C. Cyber liability | CAU Package \$290
 - D. Higher umbrella options are available | Greenwich

Variance Hearing
July 10, 2018
2:45 PM at the Clubhouse

Lot Owner: Docile Enterprises, 41 N. Palmer Drive

Variance Requested: Install water meter at lot2 Cresthaven Sunset Drive

Reason: Water meter installation requested on lot without plans for home being built. Member lives adjacent to this lot and plans to use lot 2 for an orchard

1. Owner or owner's agent comments
2. Letters from members dealing with variance
3. Water Committee recommendations
4. Recommendation for Board at Regular Board Meeting, July 12, 2018

Study Session Agenda
July 10, 2018
3:00 PM at the Clubhouse

A. President's Comments and Announcements

1. Welcome
2. Ballots for Trustee elections must be received in the Cape George office no later than 2pm on Thursday, July 12, 2018.
3. The Annual Membership meeting is scheduled for Saturday, July 14, at 2pm in the Clubhouse
4. A Special Board meeting is also scheduled for Saturday, July 14, immediately following Annual Membership meeting.

B. Letters from Members

C. Manager's Comments

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.

1. Discuss proposed EMP01 member comments – Sharon Mitchel
2. Status update on Marina Liveaboard rule – Richard Hilfer
3. Discuss Social Club request to add framed community pictures to Clubhouse thermostat wall – Shelley Fye
4. Discuss changes to Rental of Private Property Rule PP04 and related forms – Karen Krug
5. Review 4 due date adjustments for 3 members – Sharon Mitchel
6. Review resolution to transfer \$70,801.79 from Marina Reserves to General Checking for Dock Electric project expenses – Sharon Mitchel

E. Member Participation (Compliments, Issues, 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.

Open Board Discussion

F. Announcements

Board Meeting – July 12, 2018 3:30 P.M.

Annual Membership Meeting – July 14, 2018 2:00 P.M.

Special Board Meeting to elect officers – July 14, 2018, immediately after Annual Meeting

Study Session – August 14, 2018 3:00 P.M.

Board Meeting – August 16, 2018 3:30 P.M

Close Study Session

To: Cape George Board
From: Varn Brooks
Subject: Comment on request for variance lot 2 Cresthaven Sunset Dr.

July 5th, 2018

If the lot owner is willing to pay for water use on a lot without a house, that seems like a generous request. They will be paying year around for seasonal use of the water. In my experience an orchard here could be maintained with a very small amount of water.

If the permit were refused, it looks to me like the owner could use any amount of water desired from the developed lot and just pay for any over use. That would certainly not be to our benefit.

Perhaps as part of the variance we could stipulate that the owner design and operate the irrigation system for minimal water use. That would have to be done with the realization that water use could still be high during the dry summer months, especially in the first couple years of getting trees established.

In any case, it would be to our benefit to grant grant the variance.

Terri

From: Kevin DeWaay <kevindewaay@yahoo.com>
Sent: Sunday, July 01, 2018 2:57 PM
To: Terri
Subject: Docile Enterprises variance request

To whom it may concern:

In the interest of full disclosure, we own lot 4 which has a common property line with both of Docile Enterprises properties and we have not spoken to the owners about the matter of this variance.

At face value, it would appear to us to not be a problem to install a water meter as long as the same guidelines for a house are adhered to. The lot was divided off originally with the intent of a house to be built on it and a water meter installed.

We are under the impression that the orchard will not be used commercially and that being true, have no concerns with them having a water meter installed on lot 2.

Sincerely,

Denise Dowd
Kevin DeWaay

To: Cape George Board
From: Stephen & Ann Treacy
Date: 28 June 2018
Subject: Request for improving corner visibility @ Quinault Loop and South Palmer Drive

The Cape George Manager verbally informed me of a complaint by someone that our hedge was obstructing their view of traffic near the corner of South Palmer Drive and Quinault Loop. In response, we immediately cut back the hedge from the community right-of-way as we have done once or twice each year since moving to Cape George (CG) Colony.

When Management expressed continued concern about traffic visibility, I verbally recommended two simple solutions for permanently resolving any present or future sightline problems both easily and cheaply. These were:

(1) The present stop sign is too far back from the corner to be useful. Furthermore, the ridge crossing the road at the stop sign is dangerously misleading, implying that if a motorist makes a complete stop at that ridge, it is somehow safe to proceed around the corner. The stop sign should be moved close enough to the intersection so that a motorist obeying the sign could already sense any approaching traffic.

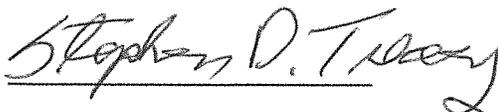
(2) We need to paint a white line at the foot of Quinault Loop where it meets South Palmer Drive, (similar to some of the lines already at the 4-way stop). Anyone stopping at such a line would have a perfect 180-degree view of all traffic on South Palmer Drive before proceeding, regardless of whatever ground cover might be growing on the steep slope at the time.

We were subsequently informed that both recommendations were summarily rejected and that, because our hedge is being considered as Cape George property, it must be removed completely. At that time, I cited CG Policy Regarding Vegetation in Right of Way. Item 5 states: "No alterations will be made to vegetation on steep slopes, ravines and high bank properties when that action may increase the likelihood of erosion or soil destabilization. Government regulations for managing high bank areas will be followed." The Manager stated that we would be notified in writing pertaining to any removal of the hedge.

Having received no written notice by 26 June 2018, we voluntarily paid a professional landscaper (Artist Tree) \$440 to trim our juniper hedge, being careful to improve visibility for traffic, to maintain its aesthetic green appearance, and to sustain its extensive root system.

Given our mutual desire to maximize visibility for local traffic while maintaining soil stabilization on a steep slope, please consider this a written homeowner request for action by the CG Board: (1) to move the stop-sign downhill a few feet; and, (2) to paint a white line across the base of Quinault Loop. Meanwhile, feel free to inspect the problematic corner with us. We will happily buy the pint of white paint needed to fix the visibility problem well into the future.

Thank you for CG Board consideration of this request.



Stephen D. Treacy, CG Property Owner

101 South Palmer Drive, Cape George Colony



Ann C. Treacy, CG Property Owner

101 South Palmer Drive, Cape George Colony

INVOICE

101 S Palmer Dr
Port Townsend, WA 98368

Artist Tree Service

11192 Rhody Drive
Port Hadlock, WA 98339
Phone: (206) 295-6197
Email: expert@artisttrees.com
Web: www.ArtistTrees.com

Payment Terms Due upon receipt
Invoice # 20180627
Date 06/27/2018

Description	Quantity	Rate	Total
Hedge Trimming	1.0	\$450.00	\$450.00

Subtotal	\$450.00
Discount	\$45.00
WA State Sales Tax	\$36.45
Total	\$441.45

Payments Summary

06/27/2018 - Check	\$441.45
Paid Total	\$441.45
Remaining Amount	\$0.00

RULES AND REGULATIONS -- CLUB PROPERTY

POLICY REGARDING VEGETATION IN RIGHT OF WAY

1. In the course of routine maintenance of right of ways throughout the community, any seedlings and small trees growing in any right of way will be removed.
2. Mid-sized trees in the right of way that pose a potential for problems (view obstruction, road damage, etc.) will be removed by Cape George Colony Club staff as time and staffing permit. Property owners of lots adjoining said trees in right of way will be notified in writing that Cape George staff will be removing the trees.
3. Very large trees (trees that will require professional removal) in the right of way area of Cape George Colony Club will be dealt with on a case-by-case basis. If a complaint is received by the office regarding such a tree, the Club Manager will research the matter and obtain any recommendations that may be required from the Environmental Committee, Building Committee, and/or Roads Committee, as well as an estimate of the cost of removal. A recommendation regarding the tree(s) will be made to the Board of Trustees and they will make a final decision on the course of action to be taken.
4. The right of way areas will have grasses and weeds mowed as needed to reduce the natural broadcast propagation of unwanted seeds, and to reduce the hazard from fire.
5. No alterations will be made to vegetation on steep slopes, ravines and high bank properties when that action may increase the likelihood of erosion or soil destabilization. Government regulations for managing high bank areas will be followed.

Approved by the Board of Trustees at the Special Board Meeting held on 10 June 2004.

Reaffirmed by The Board of Trustees at the Meeting held: April 16, 2009

William A. Stull, President

Richard Poole, Secretary

July 10, 2018

To: Board of Trustees

From: Sharon Mitchel, Manager

Re: EMP01 Comments

No comments were received following the publication of EMP01 changes in the newsletter.

CAPE GEORGE MARINA LIVEABOARD AND STAYABOARD USE:

COMMUNITY INPUT

V3.0

June 27, 2018

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Subject: Minutes from May 23rd
From: "Terri" <office@capegeorge.org>
Date: 6/1/2018 9:05 AM
To: <CGLiveaboard@gmail.com>

LIVE ABOARD MEETING
May 23, 2018

Meeting host Lad Burgin called the meeting to order at 1pm in the clubhouse. Approximately 22 members were present.

Lad started by reporting:

- The email address CGLiveaboard@gmail.com, set up for member comment has received 33 responses as of this meeting.
- If you would like to read these responses please email Lad for the access to a drop box.
- We are here to gather input at this meeting, there will be no decisions today.
- Comments will be reported at the regular Marina Committee meeting on June 5th
- As a result a proposal may be presented to the Board for further action.

Speakers then presented comments:

Sonja Ericson does not support permitting any live aboard in our marina for the following reasons:

- Impact on the Ecology
- No pump out facilities at our marina or any type of monitoring of pump outs.
- Open the door to land usage issues, liability issues and security.
- May alter the community's outlook and continued financial support.
- Suggest a good camera system and key cards for 24 hour coverage.

Thad Bickling as the Chairman of the Emergency Preparedness Committee
Concerned about the safety issue, the docks are particularly unsafe at night
The docks are tippy even for the sure of foot
The marina would require more fire extinguishers and life rings
Any live aboard policy should address safety issues

Carol Wood clarified; the board did not request that a committee be formed to draw up a policy for live aboard's in the marina. A member or members of the Marina Committee has expressed interest in drafting such a policy.

The marinas that allow live aboards or stay aboards are typically commercially owned and not property owners – does that make a difference?

Stanley Kropf stated his concern for sewage disposal as the major issue both offshore and in our marina.

- What is the definition of live aboard and stay aboard?
- Live aboard means permanent or continuous living on board
- Stay aboard is occasional overnight use

Craig Muma would like 1 live aboard in the marina for security reasons. He feels the north marina is safer. Craig also suggested limit stay aboard visits to three (or some number) nights per month with proof of pump out by providing receipt.

Ben Fellows commented: The HOA has the right and the duty to regulate common property. We should have a defined policy to obey the no discharge laws on grey water and sewage. He suggested a possible live aboard waitlist or lottery

Marina Committee Minutes

June 5, 2018

Marina Chair Craig Muma convened the meeting at 11 am. About 30 members were present in the Cape George Clubhouse.

Craig reminded members that the July meeting will be held on the second Tuesday, the 10th, to avoid holiday conflicts.

Sam Melton reported that new zincs will be installed on the seawall July 13-15.

Gary Rossow reported that everything is in place for dredging of the marina entrance, scheduled for June 14-15.

Ben reported that he is exploring possible alternatives to dealing with electrolysis in the seawall. Alternatives could include electrical devices or aluminum anodes.

Craig reported plans for the annual Waterfront Festival August 18. Ben will organize the annual Regatta.

Lad Bergin briefed members on the continuing effort to forge a liveaboard policy. He reported having received 32 emails, most of them opposed to allowing members to live on their boats. In addition, the majority of members who attended a recent meeting were opposed to liveaboards.

Lad offered a motion to prohibit liveaboards. The motion was seconded. An amendment was proposed to define a liveaboard as anybody who stays on their boat more than two days in a given week. That amendment was seconded and approved by a vote of 13-9.

After about 20 minutes of discussion, there was a motion to table Lad's motion. This was seconded. Members approved the motion to table by 14-10.

The meeting was adjourned at 12pm.

--Ross Anderson

which would open the opportunity to all, as long as they obey and demonstrate compliance with state discharge law.

Brian Ritchie commented galley sinks discharge thru the hull.

Ken Uhrich is concerned about the fire risk and increased liability. That would need to be addressed.

Bob Carter is an insurance agent and live a boards should not be allowed because insurance rates will increase the liability coverage to the HOA. Liability has to be part of the discussion.

Several members commented about the current liability we have with people using space heaters continuously while not onboard, and whether the risk is different between electric or propane or alcohol. This should be a separate policy on safe practices in the marina, regardless of the live aboard issue.

Paul Happel brought up the questions on increased trash disposal, where live a boards would park and Emergency Response access.

Sharon noted the Fire Department has a Knox box for marina keys and access.

Greg Mika asked at what point is it a live a board? He likes sleeping on his boat but does not shower there.

Lad Burgin stated some additional concerns:

Family has the rights and privileges, friends do not.

How do we enforce the rules?

Could members rent their home on Air B& B and live on their boat?

Could a person buy a lot to become a member and then live on their boat?

This is a lot to ask of our volunteer labor. We currently don't have the resources to enforce major issues.

To add a pump out station we would have to add another septic system, ours is rated for facilities we currently have in place.

Greg Hommel expressed his concern about damage to the marina and not everyone will treat the privilege the same way.

Bob Carter asked if we could grandfather Greg, and Greg took exception. How do we define adult behavior and how do we enforce it?

Robin Sherting commented it had been suggested before to have a trailer camped out at the marina for security and the idea was rejected years ago.

Carol Wood thanked everyone for their thoughtful approach.

The meeting was adjourned at 1:40 pm.

Terri Brown

Office Administrator
Cape George Colony Club
360-385-1177

Subject: Live aboards

From: Tom Ramsey <tomramsey051@gmail.com>

Date: 5/8/2018 3:57 PM

To: CGliveaboard@gmail.com

CC: Cape George Manager <manager@capegeorge.org>, Cape George Office <office@capegeorge.org>, Jeannie Ramsey <jeannieram01@gmail.com>

In my years at Cape George, I've seen a few guys kicked by the little lady and spent a few nights aboard. Having said that, I need to remind you that we are a homeowners association not a full-fledged marina that accommodates live aboards. We do not have laundry facilities and should not utilize pool showers for such. That is not in our purpose here. We are lucky that we have the amenities that we do. To carry it a step further, why not sell memberships to our pool and exercise facilities. I would hope that would be met with a resounding NO!

As a former Harbormaster, marina committee Chair, board member and treasurer, I would urge the board to decline "live-aboard".

Tom Ramsey

Sent from my iPad

Live Aboards

Subject: Live Aboards

From: Christine Walsh Rogers <c.walshrogers@gmail.com>

Date: 5/8/2018 4:07 PM

To: CGliveaboard@gmail.com

I hope we do not allow live aboard situations. I will be reviewing the by laws and governing documents to find the language that would bar them.

If we were to allow them, it should be an amendment to the by laws with very strict rules and guidelines for limited stays requiring permission and fees to be paid.

I would have never purchased my newer home if I anticipated this as an issue. I do believe this is not allowed and should it come to a vote, I would actively campaign against such a change. I think allowing this is a major detriment and could lower property values and ability to resell our homes.

Live aboards have a higher pollution level, we are not set up for the waste management needed to support that. It would mean the private marina is now a parking lot for the marina residents and their guests. They can then sue us all if they slip and fall.

All in all, it's a terrible idea. Why would we even consider something so risky?? Stop the madness now!!

Best regards,

Christine Walsh Rogers

Sent from a mobile device, please excuse spelling and grammatical errors.

comment

Subject: comment
From: Bob Frenette <bobandlindaf@gmail.com>
Date: 5/9/2018 9:26 AM
To: CGLiveaboard@gmail.com

It's not at all clear how a liveaboard would resolve the sewage issue. It seems more important to protect our marina.

Bob

Cape George marina live a board discussion

Subject: Cape George marina live a board discussion
From: D C <dimnecote@hotmail.com>
Date: 5/10/2018 9:41 AM
To: "CGLiveaboard@gmail.com" <CGLiveaboard@gmail.com>

Hello Lad,

I am not able to attend the meeting on Wed May 23rd, so I would like to express my thoughts in this email. I personally believe that our marina is a recreational marina, created as an addition and/or benefit to those of us that are residence in the Cape George community. I don't think live a boards should be allowed in the marina on a full time basis. We have been allowing larger and larger boats to moor at our marina, limiting the number of smaller recreational craft to find moorage. In addition we are not set up to monitor the electrical usage by individual slips, this may change with the electrical upgrade, but who monitors where the boats are connected on a regular basis. Even with the new electrical upgrades it will be tough to detect electrolysis issues, which occur more frequently when live a boards are allowed.

Every now and then it is great to spend some extended time on our boats. So possibly limit the live a board time to a week or two. We have heard of guests staying aboard a members boat for a few weeks, and even though it was a smaller boat, there did not seem to be any issues.

Thank you for opening this issue up to the community –

Sincerely,

Dimne Cote

330 N Palmer Dr.

live aboard boat issue

Subject: live aboard boat issue
From: Grammysue <grammysue@aol.com>
Date: 5/10/2018 3:23 PM
To: CGLiveaboard@gmail.com

Hi,

I was told the person who wants to live aboard his boat plans to pump his own sewage. He has purchased a tank for this purpose. Where will he keep the tank when not in use? I don't think it should be kept on CG property. Furthermore, if more people begin to live aboard their boats, would they also have tanks for sewage and where would they be kept? As I stated, this is second-hand knowledge so I may have misinformation regarding his plans for sewage.

Will the person living aboard be required to pay extra for electricity since he would obviously be using

more than he has in the past? Will he dump his trash in the marina trash bins? Would he use the showers and bathroom facilities?

I really feel we're going down a slippery slope allowing people to live aboard their boats.

Thank you for your consideration.

Sue Dunning

Marina live aboard

Subject: Marina live aboard
From: Mike Heckinger <mike@wcinsulation.com>
Date: 5/12/2018 9:13 AM
To: CGliveaboard@gmail.com

Lad: after letting the emotion and personalities receded, to me the issues are :

-Sanitation

Assure holding tanks and pump out.

- Safety

This is the member's responsibility. There is no restriction on times to go to the marina now.

- Numbers allowed

10% makes 6 to 7. There is safety in numbers.

- Power use

Have a meter be required and power use be paid.

- Short stays

We don't have a problem now and how would you track it. Stay the course.

- Garbage/ dumpster

Users should offset our increased expense.

Cheers

Mike Heckinger
(206) 459-2233

Live onboard???

Subject: Live onboard???
From: Linda Sutton <lindasutton.wa@gmail.com>
Date: 5/13/2018 6:22 AM
To: CGliveaboard@gmail.com
CC: "Kitty&Dick Rucker" <kittyjrucker@gmail.com>, Dan Sutton <corduroyz.wa@gmail.com>, Sharon Mitchel <slmitchel@gmail.com>

Hi...am I to understand there's a proposal to allow people to live on board their boats that are moored in our tiny, shallow marina? This does not sound like it would be sound environmental policy. Has the Environment Committee been brought into this discussion? Would this then mean our swimming pool shower areas would be used as ongoing bathrooms for those living on the boats? Then the pool committee should have a say also. Is that still led by Rocky? Please forward as i don't have his email.// Linda Sutton

Subject: Seattle Times article
From: Mike Heckinger <mike@wcinsulation.com>
Date: 5/14/2018 9:57 AM
To: CGliveaboard@gmail.com

May 11 Seattle Times article on the front page is about boat dwellers. Lots of subjects discussed.

Mike Heckinger
(206) 459-2233

input regarding live aboard marina proposal

Subject: input regarding live aboard marina proposal
From: Judy Caruso <jcaruso_ca@yahoo.com>
Date: 5/16/2018 1:18 PM
To: "cgliveaboard@gmail.com" <cgliveaboard@gmail.com>

I do not support a live aboard policy for the marina.

I view living aboard a boat as parking an RV or putting up a tent on common property which is restricted in our community.

If you would like to suggest a policy where owners or their guests stay on a boat for a limited period of time, no longer than one week without prior approval from the community manager, I would be open to this approach as a compromise to live aboard policy. There should be a fee for use of electricity and the club house showers and restrooms if being on the boat involves these amenities.

Under no circumstances do I support a live aboard policy permitting anyone to live on a boat that remains moored in the marina and not used out on the water.

I also do not support a live aboard policy that permits owners of a lot without a residence to live on a boat instead of having a house in the community.

I do not see the live aboard proposal as benefitting our community as a whole. Marina participants need to keep in mind that as infrastructure of the community, all members must pay towards marina costs but the greatest proportion of members do not use the marina. You need to balance your interests in pleasing a small number of marina users with the larger community.

Thank you for this opportunity to offer input to the live aboard marina proposal. I head off to work shortly and am not able to attend today's meeting.

- Judy Caruso
41 Vancouver Drive

Marina live aboard

Subject: Marina live aboard
From: "rose horvath" <roseh@olyphen.com>
Date: 5/16/2018 2:17 PM
To: <CGliveaboard@gmail.com>
CC: <valerieh@gmail.com>

Just say No.

Imre and Rose

Subject: From Bart Blinder 363 Victoria Loop.// Boat: 25' Bayliner. "Mon Cher" .
From: "Barton J. Blinder MD PhD" <bblinder@msn.com>
Date: 5/16/2018 2:29 PM
To: "CGLiveaboard@gmail.com" <CGLiveaboard@gmail.com>

Thank you for opportunity to comment

Usually Bobbie (wife) is there at our home May--October and we dock .at our slip June -October
We love the Marina and opportunity to enjoy boating,crabbing and trips to Islands from Cape
George--it a real positive.

I am a " live and let live "person and never keen on needless restrictions or rules that are unnecessary
or infringe on inherent rights of others.

Cape George Colony (+) I believe was not intended to be a "live aboard" marina community and I
believe the need to consider that option probably accommodates individuals that have marina access
status by lot ownership but no intention to build a dwelling

If the intention to build has no time limit then they are entitled to benefits and must follow
responsibilities of lot ownership.

I believe " live aboard" is an added "exploitative " perk for those individuals and neither contributes to
the community and may possibly add liability and further expense (lighting,hygiene facility
expense,security issues,privacy issues and other undetermined costs or hazards)

If this is taken into account (possiblyadded Marina fee if live aboard is requested) I have no great
objection to proceeding with a goodwill community plan to accomadate legitimate lot owners with
vessels in the Marina

Cordially,

Bart

Barton J Blinder MD,PhD

Clinical Professor,

Dept.Psychiatry and Human Behavior University of California,Irvine School of Medicine

www.uci.academia.edu/BartonBlinder

www.bartonblinder.com

Subject: Lad
From: Robert Skoien <rjskoien@gmail.com>
Date: 5/16/2018 2:38 PM
To: CGliveaboard@gmail.com

No Sewer -- No liveboards

Bob Skoien



Virus-free. www.avq.com

CG Liveaboard Rules

Subject: CG Liveaboard Rules
From: Barbara Jo Blair <barbarablair@mac.com>
Date: 5/16/2018 3:13 PM
To: CGliveaboard@gmail.com

Because our marina is small, there isn't much exchange of water between tides and we don't have a pump out station, I believe that Cape George should not allow boat owners to live aboard their boats on a longterm basis.

Is there a way to do water testing at the marina that would help us establish a baseline for the current water quality of the marina? In warm weather algal blooms and hypoxic fish kills have occurred, so why would we want to risk more pollution by allowing people to live aboard their boats?

Best Regards, Jo

barbarablair@mac.com
360-385-5999
425-417-2164

Re: Live aboard Marina

Subject: Re: Live aboard Marina
From: Richard <rjhilfer@cablespeed.com>
Date: 5/16/2018 3:32 PM
To: Cape George Manager <manager@capegeorge.org>
CC: cgliveaboard@gmail.com, Carol Wood <cwoodnla@aol.com>, Joel Janetski <joel_janetski@byu.edu>, Karen Krug <ksltd@sprintmail.com>, Katie Habegger <kphabegger@gmail.com>, Ray Pierson <rneinpt@cablespeed.com>, Ross Anderson <ross_inkstainedwretch@hotmail.com>

Does he realize the fact Cape George now has no policy means that members can live on their boats without the association having regulatory power to define duration or conditions? Apparently not.

Richard Hilfer
VP

On May 11, 2018, at 11:29 AM, Cape George Manager <manager@capegeorge.org> wrote:

Charlie asked that I share his input with you and the Trustees.

Sharon

From: Charles Boulay [<mailto:crboulay@gmail.com>]
Sent: Friday, May 11, 2018 9:34 AM
To: Ross Anderson; Cape George Manager
Subject: Live aboard Marina

Howdy Ross and Sharon,

I just got back late yesterday and wanted to share some thoughts about this. I have trouble keeping up with the changes down there. If you can give me a call @344 2351 we can discuss. Basically I have no problem with folks staying on their boats for extended periods of time, but a policy starting with 'live aboards' is a slippery slope. The marina slip usage are an amenity provided to members (lot owners). They should not, in any way, be defined as places to 'live'. Any policy created should keep this up front. While I was involved with the marina, I was approached by a board member, to store a small trailer in the boat yard that could be made available to the community. My response was absolutely not. The simple reason being the "Camel's nose would be in the tent". While a great idea in theory, how do you regulate others who want to park their trailers? Do you deed them over to the Club and insure them? Do you decide that the owner needs to provide insurance for open usage? Do you give the manager authority to check people in and out? Where I'm going with this is, if you allow people to "live" on their boats why can't I live in my RV? I have an empty lot and it's self contained? Their are rules against that. OK, can I park my RV in the marina parking lot and 'live' there? Actually I can, for probably a day or 2 as, Marty does it all the time, and most of us are fine with that. I suggest, the board as the 'ultimate authority' realize what a can of worms this is and look at making 'rules' that allow boat/home owners (not empty lot owners, with no plans to build) a permanent place to live, but rather, defining allowable longer time frames for people to enjoy their boats, insuring that they have ample time to while making it have little impact on the entire community. ☺

Liveboards

Subject: Liveboards
From: Don Rogers <podsterman@hotmail.com>
Date: 5/16/2018 6:25 PM
To: "CGLiveboard@gmail.com" <CGLiveboard@gmail.com>

Uh, just for what it's worth—liveboards at the Marina is one of the stupidest ideas I have heard of in a long time. What are you people thinking? Who in the hell would come up with such an idea??? We are not Long Beach, or Laguna Beach. The shower in the Men's locker room at the pool would become their shower room, along with the kitchen at the clubhouse, the john there, parking issues. Who in the hell came up with such an absolutely insane proposal? Don and Marilyn Rogers, 450 Sunset Blvd.

Subject: Live Aboard rules
From: "Ben Fellows" <fellowsship@olypen.com>
Date: 5/16/2018 8:41 PM
To: "CGliveaboard" <CGliveaboard@gmail.com>

My suggestions for a set of live aboard rules are:

1. There shall be no more than three (3) live aboard boats permitted to have a maximum of two (2) people per boat.
2. Those permitted to live aboard shall be randomly selected from the pool of applicants each year.
3. Each live aboard boat must maintain and use a permitted pump out device. Transport and emptying of the pump out device shall be demonstrated on the request of the Harbor Master.
4. Cape George shall not be obligated to provide pump out facilities.
5. Each live aboard boat will pay an electrical service surcharge per occupant. Amount to be determined by CG Manager but at least three times the standard rate.
6. No applicant may live aboard a second year until all applicants have had their turn or declined.
7. All live aboard boats shall be located in the north part of the marina. If there is insufficient/inadequate space, approval to live aboard shall be denied. Slip assignments shall be made by the Harbor Master.
8. Applicants must acknowledge that water service is turned off for 3-4 months/year.
9. Gray water discharge within the marina is not permitted.

Respectfully submitted,

Ben Fellows



Virus-free. www.avg.com

Live aboar

Subject: Live aboard
From: Vickie Rae <vicrae10@gmail.com>
Date: 5/17/2018 9:10 AM
To: CGliveaboard@gmail.com

I do Not think anyone should Live in the Marina. If it is somehow allowed there should be a monthly rent fee of No less than \$400.00 am month plus a meter on their power use.
Sent from my iPad

Subject: LIVEABPARD
From: BobT <bobthetilley@gmail.com>
Date: 5/17/2018 10:31 AM
To: "CGliveaboard@gmail.com" <CGliveaboard@gmail.com>
CC: BobT <bobthetilley@gmail.com>

Thanks for the opportunity to give input on this issue. I will not be able to attend (sailing to Seattle).

Lets not make this more complicated than it needs to be with excessive rules.

What is the problem we are trying to solve? In the 20+ years that I have been at CG and having boats in the marina the present live aboard is the first occurrence that I'm aware of. This particular person has his boat next to mine. I fill much better having him there each night. He has retied loose boats, chased off none members, locked gates and has been a very responsible marina user.

Does he use more electricity than me, probably, but the cost is worth having a person on the docks 'all night'. Does he create a nuisance 'NO'.

So if some one has a problem with live boards then have a rule against being a nuisance (easily defined) but stay away from a list of rules that do nothing to solve a problem that does not exist.

The bottom line is that one is suppose to own property here to have a boat here. Lets enforce the rule about non members having access, storing cars in the south parking lot or abandoned boats on the hard that never go in the water.

Bob Tilley
360-774-2511

Sent from Mail for Windows 10

my views

Subject: my views
From: James Bodkin <jldbodkin@gmail.com>
Date: 5/17/2018 10:49 AM
To: CGliveaboard@gmail.com

Hi Lad,

Sorry I will not be able to attend the meeting, I will be out of town. But here my views n the questions posed:

1. Yes, Cape George members in good standing should be allowed to reside on their vessels in CG marina.
2. Requirements should include suitable on vessel waste storage and means for acceptable discharge from the vessel.

3. Yes, fees for utilities (water, electricity, trash, pump out...) should be assessed for liveaboards.

In my view, our policy should only include assessment of appropriate fees and provision of appropriate services. I see no value to the community in denying a members access to their vessel and some security and social benefits to the community in accommodating access at the discretion of the member. I see no need or value in a rule making either allowing or denying liveaboards at this time. Perhaps a statement to the effect of "future rules may consider limiting the number of liveaboards allowed" but at this point I do not see the need to implement such a rule, given a single liveaboard.

Good luck with this.

Jim

--

James Bodkin
Scientist Emeritus
US Geological Survey
917-873-2799 jldbodkin@gmail.com

Living aboard

Subject: Living aboard
From: Pamela Bekins <pbekins3@comcast.net>
Date: 5/17/2018 12:02 PM
To: CGliveaboard@gmail.com

Our vote would be no because of security issues. Who would be sure at all times that only owners would be living aboard. What extra would they pay for this? What would prevent them from renting it out? What would the impact be on the Marina even if it was only other family members that are visiting living on board? Garbage, waste etc etc - the list goes on and I am sure those in charge of the Marina can think of many reasons.

Live aboards

Subject: Live aboards
From: Susan Hall <sdhall47@yahoo.com>
Date: 5/18/2018 4:59 AM
To: CGliveaboard@gmail.com

I do have concerns.

Most would have to do with our HOA insurance policy.
Since I am not a boat owner, I have no idea what Cape George offers as amenities for boats.

I am from Juneau alaska. We had at least two explosions a year from propane tanks. Juneau had pump stations.

Where would dish water go? Would we have to provide porta potties. Would the boat be able

to leave the dock under its own power. If he fell overboard, is there a ladder near that boat?

Would the boat assessments change for use of water and electric?

Would the HOA assessment change for increase to insurance policy?

Would it make any difference if boat owner had home with someone else living in it?

Does our marina have to comply with clean water act and do live aboards change what the HOA has to do?

Would the harbor master have approval authority over each request? Would the board have the authority to kick out a live aboard?

Does the boat owner have to live on boat or can he rent it out?

How much extra cleaning would the showers/toilets at the club house need?

Sent from my iPad

live aboard

Subject: live aboard

From: carl schwersinske <cathedralrock@comcast.net>

Date: 5/18/2018 11:33 AM

To: CGliveaboard@gmail.com

I have several questions : Do the people who own a house and just want to vacation at the docks ? Ha Ha

in the decision to let them live aboard

summer and then live on the boat wouldn't that be

it then hang around, live aboard and put a stress getting out of hand.

juist for their pleasure!!!

What about a lot, would that be included

If they own a house and rent it for the gaming the system

It is not a commercial venture !!!

Liability ? ask the insurance co.

Lighting

Dump station

Security

What if they crab and fish all day, sell on the infrastructure. I can see it

I guess the volenteers work- work- work

I say forget about it !

Liveboards

Subject: Liveboards
From: Don Thorne <coyoteflatz@gmail.com>
Date: 5/20/2018 11:45 AM
To: CGliveaboard@gmail.com

Just say no!

Thanks,

--

Don Thorne
Hm: (360) 385-1344
Cell: (360) 301-5872
Photo Blog: www.coyoteflatz.wordpress.com

Marina discussion Wednesday....

Subject: Marina discussion Wednesday....
From: Greg M. <gregjm@live.com>
Date: 5/22/2018 1:38 PM
To: "cgliveaboard@gmail.com" <cgliveaboard@gmail.com>
CC: Greg M. <gregjm@live.com>

Lad,

Please include the attached letter to the agenda for tomorrow.
Is there someplace these letters can be viewed?

Thanks,

Greg

--Attachments:-----

Marina High usage discussion.docx

14.7 KB

To:

Members of Marina Committee

Subject: "Live-aboard" or "Frequent Use" Vessel

V 3.0

15

June 27, 2018

7-10-18 Study Session Member packet

24 of 54

Ownership.

As the only high use vessel owner in the marina I have a unique perspective on this topic and have tried to separate my personal interests in this from the general topic.

I personally see no reason why anyone should be prevented from using their vessel in the manner they see fit, for a number of reasons. It is my strong opinion that this whole issue is being driven by only a couple individuals and I see no reason for this to be needed.

The considerations for this whole topic, such as sanitation, safety and power are topics that can be easily dealt with on a personal level and don't need the strong arm of rules and the subsequent monitoring of them. I have had many people ask me why this is getting started and the truth is I have no good answer.

The only reason I receive when asking why this is necessary is generally in the “what-if” category. If this is how this marina, or any activity at CG for that matter, is to be managed then the list is endless.

What I would rather see, if anything, is a general agreement on what constitutes reasonable behavior and have everyone act like adults. This multiple layers of rule making also has the potential to be a nightmare not only to manage but will, in my opinion, foster more ill will and obtain the opposite of what it is intended to accomplish. Treat people like children and the result is often the same.

It is my opinion that any rules generated for seemingly good intentions are destructive and myopic. If there’s a problem, deal with it and move on.

Finally, as to this issue of having a “campground host” or “hall monitor” I will not trade my “Rights for Privileges” in a feeble attempt to make a minority of folks justify this ridiculous restrictive policy intent. There is so many misguided assumptions driving this movement that I simply

cannot go along with it. This is a Pandora's Box towards even more nonsensical rule making covering topics like non-use of vessels, maintenance done in the marina, oil spills, proper vessel securement, parking, guest and family visits and the list goes on and on.

Thank You for your time, as always I am always open to discussion about this or any topic....

Greg Mika

gregjm@live.com

360.385.1167

Subject: No to liveboards
From: sygolondrina@aol.com
Date: 5/22/2018 3:15 PM
To: cgliveboard@gmail.com

I do not support permitting any live-boards in our marina. I was against it before I became Cape George's harbormaster and continue to maintain that position. There are many reasons for this including the obvious impact on the ecology, monitoring, extra use of facilities, and policies that could create favoritism. The department of Ecology recently adopted the EPA's No Discharge Zone policy which clearly includes Discovery Bay and our marina. We do not have a pump-out facility. Even if a marina user has a portable pump out, who will monitor his/her compliance? (The harbormaster position is already difficult and time consuming, are you going to ask him to do more?) Given the seriousness of the issue, and the fines that could be imposed, monitoring would be imperative, we cannot leave it to trusting the individual. Furthermore, using a personal pump-out has many problems, including the weight of the pump-out (full or empty), how to get it off the docks, where it is stored, and where the contents would be emptied. The idea of of a personal pump out system sounds good, but it is highly impractical.

I believe allowing live aboards in our marina would open the door to land usage issues, liability issues and will also change how the community perceives the marina. It could also alter their continued financial support. We are a private marina, owned by the community, we need to continue to be inclusive to all of our community. Living aboard in our marina has been exclusive and a privilege enjoyed by only one person. Even if we opened up the opportunity to a percentage of our boating population, it still would be exclusive.

As for security issues, lets get a good camera system and key cards for our barriers and doors. That would give us 24 hour coverage, not just coverage when someone happens to be aboard.

I have lived aboard and traveled extensively on my sailboat so I understand how attractive that lifestyle is. Although, without exception, every marina I stayed in had a pump-out facility, every marina had specific live aboard rules and fees, every marina accepted a number of live aboards and every marina had staff to assure compliance. Our marina simply is not large enough nor are we equipped to handle live aboards. The marinas that do are not private, most are run by local government or corporations - it's a totally different dynamic.

Let's keep it simple, no live aboards.

Sonja Ericson

Subject: Liveaboard/Stayaboard Policy
From: Craig Muma <craig2up@gmail.com>
Date: 5/23/2018 9:17 AM
To: CGLiveaboard@gmail.com

Because of sanitation and safety reasons Cape George marina cannot be open to more live-aboards. Recent changes in the laws and regulations have made dumping boat sewage into the Salish Sea more restrictive and punitive than ever. A dedicated push this year for "Clean Marinas" will increase the level of scrutiny our marina will be subjected to in coming months. No marina I have found allows live-aboards if they don't have a facility for sewage pump out. I recently found out that our septic system at the clubhouse and pool is at it's capacity. Therefore installing a pump out station would require installing an additional septic system or a large holding tank that could be periodically emptied by a local septic service. Neither of those options seems attractive.

On the other hand I personally prefer having one live-aboard on site most nights. I believe it adds a level of security not possible any other way. It is clear that many marinas restrict the number of live-aboard's and I am suggesting we restrict it to one, and of course that designation would be available to any Association Member. The Harbormaster and I agree that if such a designation can be worked out that the live-aboard MUST be in the North Marina close to our restrooms and where the lighting is better for safety.

There are a lot of details that will make this concept challenging, quite possibly too many to deal with. If a policy of one live-aboard is not adopted than I would side with NO Live-aboard's at Cape George Marina.

On the issue of "stay-aboard's" defined as "infrequent use of a members boat to stay aboard for a few nights" I believe that anyone should be able to enjoy doing that. My suggestion is 3 nights per month at the members discretion with proof of pump out before staying aboard again. A member may stay-aboard up to 15 nights in one month one time per year with permission from the Association Manager for alternative lodging. Extended stay-aboard privilege will require proof of legal pump out after seven days and again after vacating the boat and prior to staying aboard again. Pump out facilities exist

in Sequim and Port Townsend and a receipt proving use can be obtained.

Craig Muma
Marina Committee Chairman

live a board

Subject: live a board
From: Shelley Fye <225sunshinehouse@gmail.com>
Date: 5/23/2018 10:00 AM
To: CGliveaboard@gmail.com

I do not think we should allow live a boards.

If one person is allowed to do so then everyone should be allowed and I think that would cause a lot of problems.

We don't need anyone down there to watch things because everyone should be responsible in securing their own boat.

I think we should have security cameras down there and also in the pool and clubhouse.

Thank you Shelley Fye I VOTE NO

input from Varn Brooks

Subject: input from Varn Brooks
From: "Cape George Manager" <manager@capegeorge.org>
Date: 5/23/2018 10:09 AM
To: <cgliveaboard@gmail.com>

-----Original Message-----

From: office@capegeorge.org [<mailto:office@capegeorge.org>]
Sent: Wednesday, May 23, 2018 11:03 AM
To: manager@capegeorge.org
Subject: Scan from Cape George Colony Club

See attached scanned document.

TASKalfa 4500i
[00:c0:ee:88:bb:da]

-----Attachments:-----

doc04125720180523100301.pdf

111 KB

To: Cape George Marina Committee
From: Varn Brooks
Subject: Suggestions for live-aboard rule for the Cape George Marina

My point of reference: I was a live-aboard on both sailboats and houseboats, about 2 years on the hook, and 7 years in marinas. I worked for over seven years as an environmental specialist in the shellfish program for the Florida Department of Natural Resources. During that time I performed environmental monitoring of marinas, and contributed to the states marina practices act. That gives me a rare perspective, both that of a live-aboard, and of a regulator.

The Cape_George Marina should not allow any live-aboards. The marina is a recreational facility, and is not equipped to serve as a residence. Some limited use for boat camping could be accommodated if properly regulated.

To clarify:

- Live-aboard is use of a boat as a place of primary habitation for any duration.
- Boat camping would be limited to occasional recreational use. It would be limited in duration, and require access to living facilities (that is bath, toilet, garbage disposal, emergency services, etc.) in the community. A camping fee should be assessed to defray additional cost to the community. When the marina is being used for camping, the gates should remain unlocked and open to admit emergency services.

Reasons for not allowing live a boards:

1 - Our marina does not have live-aboard facilities. Use of the pool and clubhouse facilities is not appropriate to live-aboards. Some of the facilities the marina lacks include:

- Pump-out and sewage disposal.
- Household garbage collection.
- Shore-side bath and toilet facilities.
- Metered electricity.
- Addresses mapped and posted for emergency responders. This is aggravated by having locked gates that could keep responders out.

2 - Since our marina does not have the above facilities, we should assume that facilities available near the marina would be being used inappropriately.

3 - There are legal and liability issues that need to be thoroughly researched.

4 - It is difficult at best to regulate illegal discharges from boats under normal circumstance, and about impossible with live-aboards. When it's midnight, snowing, and ice on the dock, and the holding tank is full, there is going to be a "spill".

Subject: liveaboard issue
From: Brian Ritchie <ritchie2boats@gmail.com>
Date: 5/23/2018 4:19 PM
To: cgliveaboard@gmail.com

I will state up front that I am opposed to a policy to allow essentially permanent 24/7 liveaboards in our marina. Allowing occasional "stay aboards" is another issue and requires developing a policy to define and regulate such activity.

My concerns are the following:

- Increased fire risk
- increased risk of dock accidents
- Risk of sewage (black water) discharge
- Routine discharge of undesirable gray water
- Use of limited parking
- The difficulty of determining who can and who can't be a liveaboard.
- The difficulty of actually monitoring who will be roaming our docks (visitors?)

Insofar as stayaboards are concerned, I propose a rational and liberal policy for time limits. As a starting point I would suggest a 5 night limit once a month.

I know the question will come up "What about a longer time when ones house is either under construction or is uninhabitable?" They could cite the policy that allows RVs to be used under those circumstances. However a boat is not the same. The time limit should be adhered to.

Among other concerns I note the possibility of a member renting out their home short term and moving to their boat. That is a practice i would not want to encourage for a myriad of reasons.

I look forward to our marina committee discussion of this issue.

Brian Ritchie

Liveaboards

Subject: Liveaboards
From: Karen Bednarski <twocats@cablespeed.com>
Date: 5/23/2018 3:16 PM
To: CGliveaboard@gmail.com

I am not a boat owner, and I feel that way too much of our dues are already going to support the marina which benefits only a few of our members.

I don't think liveaboards should ever be allowed.

Sent from my iPad
live aboard vs sleep aboard

Subject: live aboard vs sleep aboard

From: Ken Owen <kdandlrowen@yahoo.com>

Date: 6/3/2018 2:14 PM

To: "CGLiveaboard@gmail.com" <CGLiveaboard@gmail.com>

Dear friends,

Why are we making an issue when there isn't one? Why do we want to make rules when they are not needed? I think a live aboard is when your boat is your sole residence. If you own a house and have a boat in the marina, your house is your sole residence. If you choose to sleep on your boat you're not a live abroad, you're a sleep aboard. I want to be able to sleep aboard my boat any time I want. Lets let this issue go away. Let me just say Greg Mica is an asset to our marina, He's very knowledgeable about the workings of the marina from electrical, mechanical, and engineering to his vast source of vendors and suppliers, Lets not drive away another happy volunteer, or we will all lose.

wanna be sleep aboard,
Ken Owen

Monday, June 04, 2018

Concerns Regarding Live Aboard in Cape George Marina

As a Cape George Resident I have some concerns & questions regarding our marina, specifically any rules regarding living aboard a moored vessel.

One of my main concerns is the potential for any pollution or environmental damage. I don't believe our marina is currently equipped or designed to handle the amount of sewage and waste generated from any moored vessel used as living quarters.

How could you measure & monitor the consumption of fresh water a moored vessel used as a residence?

Will the current dockside electrical wiring have the capacity to service the needs of someone living aboard a moored vessel? I think anyone who has popped a breaker or fuse in their house can relate to this concern.

Are these resources currently being monitored by individual dockside mooring numbers or registration? If not, what needs to be done so they can be? If not, how can the consumption of resources all of us Cape George Residents pay for be measured & charged accordingly?

These are just some of the common sense questions & concerns any Cape George Resident would probably have regarding moored vessels used for living aboard. I believe we need our CCRs amended to address these concerns. I don't believe our marina is currently equipped to handle live aboard conditions, nor can I see any reason to expend the massive financial resources from our limited budget to try & upgrade our marina to accommodate any future requests for living aboard a moored vessel.

Sincerely,

Michael A. Takata
V 3.0

24

June 27, 2018

Subject: Live Aboard Rules Project input
From: Susan Gomez <lily95831@gmail.com>
Date: 6/4/2018 1:17 PM
To: CGliveaboard@gmail.com
CC: lily95831@gmail.com, Mike Takata <hyperfish1@yahoo.com>

Dear Travis and Sandi,

As a full time resident of Cape George, I was concerned when I heard that some residents who own boats want to have the ability to live aboard them. I have many concerns and questions regarding this practice and how it could be achieved with the mutual agreement of other residents in Cape George.

My first thought is that a resident of CG (in good standing) who owns a boat and pays moorage fees who may like to spend an occasional night on their boat should be given that right. However, an occasional night aboard your own boat and a "live aboard" boat are two different animals. The live aboard situation involves use of water, electricity and possibly additional lighting and security, but at who's expense?

My second concern is the human waste and garbage generated from a live aboard situation. Our marina has no facilities to deal with this and the cost to install such a system, acceptable to all members of CG is questionable. The environmental cost has not been projected and understandably will, in my mind be detrimental to the water and animal life surrounding the area.

A third concern which was brought to my attention by my fiancé, Michael Takata, a retired insurance broker, was the additional insurance requirements that CG would have to have to cover a live aboard scenario. Again, we come to costs, but at who's expense?

Bottom line is that I feel as Michael feels the live aboard situation in the Cape George Marina would not be a practical or wise decision.

Respectfully submitted.

Susie Gomez
112 Colman Drive
1-360-344-2683

Sent from my iPad

To: The Cape George Community

From: Mark Thayer

Date: 22 June 2018

Subject: Marina Liveaboard Policy Discussion

Comments and discussion welcomed. Reach me at (360) 302-6873 or mark@49northpress.com.

Note: the Harbormasters comments are included in red.

1. Background

Liveaboard policy dominated the debate at the 05 June meeting

of the Marina Committee. A motion to create specific definitions of "Liveaboard" and "Stayaboard" ended up as a free-ranging discussion of the issue of liveaboards generally. The arguments made against liveaboards were subjective, hypothetical, and

imaginary. This comment can be described in like terms.

No evidence was presented to prove that the current

liveaboard in the marina was causing any genuine harm. From the lack of evidence and objective argument it was obvious that we were not ready to make any formal policy decision, so I moved to table the motion indefinitely. The motion to table passed 14 – 10, evidence that a majority was uncomfortable with the direction in which the discussion was headed.

A member in attendance challenged me to get up to speed on the issue. I have discussed this issue with anyone willing to talk

Marina Liveaboard Policy Discussion/Thayer/2

about it; I downloaded the May committee report and the twenty four pages of email commentary, read them carefully, and teased

out the major objections or arguments of support. I tried to separate emotion and imagination from objectivity and rationality.

The comments that follow are the result of that work.

2. Defining the Problem

2.1. Problem Scope

Capacity constraints put an upper limit on the number of liveaboards we would have at any time. Depending on how you measure and where you draw your lines, the marina has perhaps ten to twelve slips capable of accommodating boats of a size sufficient to support living aboard for longer than a week. By my count there are at least 24 vessels that are 28 feet or long in the marina. Each could accommodate one or two people.

Association rules require that boats in the marina be owned by

Association members; given that there are few undeveloped lots

left in Cape George, we can assume that liveaboards will have a

home at which to shower, cook, do laundry, etc. This is incorrect. Several boat owners have unimproved lots. Two others have inquired as to living aboard while their homes undergo 6 month or longer renovations. Our climate is a

practical constraint; the marina is fully exposed to the cold,

raw, and blustery reality that is our winter weather. We turn off

the water to the docks in the coldest three to four months of the

year; anyone who wants to experience the joys of living aboard

Marina Liveaboard Policy Discussion/Thayer/3

year 'round will be hauling their own water. All of this combines

to put an effective limit on both the number of liveaboards and

the length of time any owner would reasonably want to live on his

boat. This has not deterred our current live aboard.

2.2. Quiet Enjoyment, Harm, and the "Reasonable Man" Assumption

Owners of boats in the marina are entitled to the quiet

enjoyment of their slip as a consequence of paying slip fees.

Before the right of quiet enjoyment can be interfered with or

limited, the burden is on any complainant to demonstrate harm.

Harm is specifically defined as tangible injury, loss, or damage.

If an argument appeals to hypothetical harm, such an argument must

honor the “reasonable man” assumption: the argument cannot assume

that the tenant is an idiot but instead must assume that the

tenant will act in a reasonable and competent manner under the

circumstances. This sounds good but is unrealistic. Case in point: Friday morning, June 23, I noticed a trail of diesel on the dock that ran to or from the top of the south ramp to the finger pier between slip G31 and G32. I identified the spill as diesel by feel and smell. Surprisingly the owners of neither boat would claim any knowledge of what might have occurred. I now think of this spill as the “Immaculate spill”. There was no visible sheen on the water. Diesel clearly had been dribbled into the water. CG dodged a bullet in that no regulatory agency happened by to initiate an inquiry. The fuel stains on the dock have now evaporated. The potential for serious penalty or punitive action cannot be disputed

Most of the hypothetical problems raised in the available

written commentary violate the “reasonable man” assumption. We

must avoid this. If we assume that all of our neighbors are

incompetent (or worse), then the concept of common, shared

property becomes unworkable.

Marina Liveaboard Policy Discussion/Thayer/4

2.3. Probability and Risk This whole section is rendered nonsensical by the about “immaculate spill”. It is a short step from a n anonymous fuel spill to a midnight sewage discharge.

All of the problems raised related to liveaboards thus far

have been hypothetical (I found no evidence of an existing

problem). This implies an unstated probability that some negative

event will occur. Absent a hard number, or even an attempt at a

reasonable estimate, it seems we are reflexively assuming a probability of 100%. The implied conclusion is that we should ban liveboards. This is illogical. Risk is not solely measured by probability because a percentage is a meaningless unit (a percentage of what?). This is all nonsense, the certainty of a spill has been demonstrated. Probability only matters when applied to the other half of the definition of risk, which is the cost of the consequences. To fully characterize risk, we need both a reasonable assessment of probability and a logical determination of the cost, which we then multiply to get an expected cost of the risk. If we cannot determine either of these with real precision, we should at least lay out the rational process by which we came up with our estimates. This matters: if probability is high and the cost is low to insignificant, we count this a part of the cost of doing business and build it into our operating budget. If the risk is minimal but the cost is high – potentially catastrophic – we handle this with insurance. Those hypothetical scenarios that occupy the fuzzy middle are hardest to deal with, and require that we be explicit in how we measure both variables. To date, I have neither heard of nor uncovered any potential risk that, when considered per the above, rises to the level of a problem requiring a formal policy.

3. Potential Technical Challenges Created by Liveboards

3.1. Wastewater and Sewage

The most frequently mentioned potential problem was wastewater. Dumping gray-water (sinks and showers) in coastal areas is permitted in Washington, but dumping black-water (toilets) is not permitted. Best practices in marina management strongly discourage any dumping, and everyone I talked to was adamant that any wastewater discharge in the marina is unacceptable.

The one liveaboard we have at present has gone to some trouble and expense to implement a workable solution. He purchased a portable waste tank/pump out station with a 28 gallon capacity, a built-in hand pump, and integral hand truck (about \$700). It is designed so no wastewater can be accidentally spilled; the hose

Marina Liveaboard Policy Discussion/Thayer/6

has a valve at the end that is opened while pumping and closed

before connecting or disconnecting. History is full of unintended accidents and surprises. Never say never! The unit has a footprint small

enough to allow for easy maneuvering on the dock and ramps. Fully

loaded the entire package would weigh about 250 pounds. An able

bodied individual can move that weight easily enough on a hand

truck. So should a test of physical ability be a litmus test?

Getting the fully loaded tank off the dock and up the ramp

at high tide should be straightforward. If we ever have more than

one liveaboard they could share one of these units, and two people

could get this tank, fully loaded, up the ramps with relative

ease. Emptying and storage of the portable tanks is a non-problem;

liveaboards could empty and store the tank at home. Where would owners of unimproved lots dump their sewage?

Some email respondents assumed that liveboards would overtax the septic system at the clubhouse. A few more people using the pool showers and toilets from time to time would be unlikely to suddenly overwhelm the septic system. If we do have a few liveboards it would be simple enough to monitor the septic system; if the additional load requires a second pumping during the year it would be reasonable to ask the liveboards to share the expense. Would the live boards be responsible for acquiring the county permits and providing the appropriate facilities???

Some (most, if not all) galley sinks are configured such that they drain through the hull. This is a legitimate concern, but is easily mitigated.

The owner could demonstrate to the harbormaster that the sink has Marina Liveboard Policy Discussion/Thayer/7

been altered to drain into a bucket that could be manually dumped into the boat's holding tanks, or a valve and some piping could be installed (perhaps with a lockout) to divert the galley sink wastewater directly to the holding tanks. Solutions will vary from boat to boat; my point is that the problem is not anything that a

few minutes of thought could not solve. When you meet a person who wants to be the sewer cop, be sure to get his/her name.

3.2. Additional Electricity & Water Usage

This concern was raised by a few email respondents but the argument was vague. I assume that the problem is the cost of the additional electricity or water consumed by potential liveboards.

This is a minor issue. First, we have no data by which to objectively say how much additional water or power a liveboard

might consume beyond that used by an owner who uses his boat frequently but does not live aboard. Given that all **WRONG** boat owners will have permanent residences, the incremental power and water usage will be minimal. It is safe to assume that they will shower and do laundry at home. There is no assurance on this point at all. One respondent was concerned that liveaboards would use the pool showers to do laundry. This is laughable; water pressure in the pool showers is so low that trying to wash anything more than a pair of socks, underwear, and a t-shirt will require most of a morning. There are easier solutions to the laundry problem. Additional electricity usage could be easily monitored by requiring liveaboards to purchase an inline meter (the harbormaster could specify the model) which could be read at periodic intervals. If consumption is significantly above the normal usage of non-liveaboard boat owners, then it would be reasonable to expect liveaboards to pay for the additional usage. Such additional usage imposes no burden on other boat owners. Similar solutions could be implemented to monitor water usage.

3.3. Emergency Response Access, Fire Risk

These concerns were vaguely worded. I understand that the local fire department has master keys that give them access for the docks in an emergency. I don't understand how liveaboards constitute a measurable increase in fire risk simply as a consequence of their living aboard. Non-liveaboards cook on their

boats. Liveaboards might cook on their boats more often, but this does not mean there is a dangerous increase in fire risk. Any boat owner that cooks on board is going to take precautions and be prepared to deal with the possibility of a fire. If we really think this is an issue, it would be a small thing to require liveaboards to demonstrate to the harbormaster's satisfaction that the galley stove is properly installed and in good working order, An independent marine surveyor would need to certify this. A volunteer Harbor Master is not going to expose him/her self to the liability, and that the galley is equipped with a fire extinguisher.

4. Financial Challenges

4.1. Budget Issues

A few email respondents complained that the marina is paid for by Association members who do not benefit from it. This complaint has only an indirect connection with the issue of liveaboards, since this would be a complaint against all members who have boats in the marina. The marina pays its own way – its full share of day-to-day operating expenses are paid out of revenues generated by slip fees, the marina garage sale, and other fundraising activities that the marina members choose to undertake. Any expenses paid for by the Association in whole – where there is no distinction between the marina and other common property – are allocated and charged back to the marina. The marina actually contributes to the operation of the Association: a portion of marina revenue is diverted to pay for the operating expenses of the Association as a whole.

Marina Liveaboard Policy Discussion/Thayer/10

One email respondent complained that too much of our assessment goes to the marina, implying that funds from the whole are being used to benefit the few. The data show otherwise. No revenues from the General Assessment are diverted to the marina. 16% of the Reserve Assessment only is allocated to the marina. Out of total non-water assessment ($\$488 + \$188 = \$676$) only \$30, or 4.7%, goes to the marina. Marina capital expenditures are effected through special assessment. You could argue that this is a case of funds obtained from the whole of the membership are directed to the benefit of the few. The same argument could be made against any shared property. Our marina is a popular amenity. Our Association Manager tells me she gets calls almost daily; "Are there any properties for sale?" is immediately followed by "How soon after I purchase property can I get my boat in the marina?" The marina has a significant, if hard to measure, positive impact on our property values.

4.2. Expense Issues

There were complaints that the increased costs of liveaboards would be shared by all Association members. These complaints Marina Liveaboard Policy Discussion/Thayer/11 lacked detail or evidence. I have already discussed the possibility of increased electricity or water consumption and their simple remedies. Beyond that, there were unspecified worries

about increases in trash disposal expense, insurance rate increases, and increased liability.

The fear of a sudden increase in trash disposal expense as a result of liveboards is unfounded. The marina will never be overrun by liveboards. The trash generated by boat owners is limited to occasional maintenance activities, food preparation, and perhaps by-products of fishing activity. None of these is likely to increase significantly with the presence of a few liveboards. Since liveboards will be property owners, they can easily dispose of their trash at home. Not all will be residents with a convenient home. Insurance rates might increase if the Board adopts a formal policy allowing liveboards, but it is a big leap from “might increase” to “let’s ban liveboards” without hard data. Before we deny a boat owner the enjoyment of sleeping aboard his boat, we should at least make an attempt to quantify any potential increase. A phone call is easy enough.

“Liability” is a fear-inducing concept meant to stifle debate.

But a vague assertion of “liability” does not make the connection between a few liveboards and an increase in a specific risk, or Marina Liveboard Policy Discussion/Thayer/12 risks, that a) carry a significant financial consequence, and b) can be attributed solely to the presence of liveboards. I have a hard time imagining a plausible scenario where liveboards will generate an economically significant risk far above any risk we incur with the everyday use of the marina by non-liveboards.

5. Policy Challenges & Secondary Issues

There were a few concerns mentioned in the May marina committee meeting and the email responses that do not fall neatly into the previous categories. These were security issues, use of the clubhouse kitchen by liveaboards, parking, and enforcement.

“Security” was raised as a problem but not defined.

Liveaboards do not pose a security issue. A few liveaboards in the marina will improve security, because we will have eyeballs on the boats and marina property overnight. I heard a few boat owners tell of how our current liveaboard saved their boats from damage when mooring lines failed or docks shifted as a result of wave action from storms. Unless a clear connection between the presence of liveaboards and a genuine security risk can be made, this is a non-issue.

Marina Liveaboard Policy Discussion/Thayer/13

My understanding is that any Association member can make use of the kitchen facilities in the clubhouse and is required to

clean up after use. If a member is using the clubhouse for a

private function, this is covered by existing policy. Needing an additional policy for liveaboards is not necessary. A liveaboard’s first option would be to cook onboard; the second option would be to cook at home, leaving the clubhouse kitchen as a third and last option.

Parking seems to be an equally minor issue. The few vehicles parked by a few liveaboards will not overrun our parking lot. If

we are really worried, we can ask them to park at the south end of the marina. They might have to walk a bit if their boat is docked in the north end. Not a big deal.

If we were to adopt a formal liveaboard policy (and we should consider that the problem, if there is one, has not risen to such

a level) then some few enforcement and monitoring duties would likely become the responsibility of the Harbormaster. The Harbormaster is a volunteer, and we should be careful not to put him too obviously in the position of having to spy on his neighbors. A little creative thought would avoid this. Beyond a periodic monitoring of electrical and water usage, and a one-time Marina Liveaboard Policy Discussion/Thayer/14 inspection of galleys for wastewater drainage and fire safety, the incremental duties should be minimal.

6. Conclusions

We do not have a liveaboard problem. We have one owner who is more accurately categorized as a “sleep-aboard” and two members who have expressed interest in living aboard while they complete major remodeling projects on their houses. The case has not been made as to how this rises to the level of a problem that left unaddressed could cause harm to the other members and thus requires the development of formal policy. The simplest solution would be to let it die.

Should we choose to proceed with developing a formal policy, we should define the true scope of the problem, be respectful and

fully aware of the property rights of potential liveboards, be rigorous in our assessment of the risk, and understand what limiting factors might affect our policy making process. If we decide to develop a formal liveboard policy – and I am not convinced that this is at all immediately necessary – we should be guided by the following:

Marina Liveboard Policy Discussion/Thayer/15

1) We should permit liveboards. The maximum number of potential liveboards is limited, as discussed previously. No compelling, persuasive, fact-based case has been made showing that liveboards constitute genuine harm to other boat owners or the common property of the Association. 2) We should not go to significant expense, in dollars or time, to accommodate liveboards. That we permit liveboards does not mean we must make it convenient, nor are we under any obligation to make it attractive. We should chart our own course and not be unduly influenced by what other marinas provide to liveboards. 3) Liveboard policy does not have to be forever. Any policy created should have a sunset provision so as to force an assessment of what we have learned and a decision as to whether the policy should be scrapped or modified. A 2 or 3 year sunset clause is reasonable.

Cape George Manager

To: Shelley Fye
Subject: RE: July agenda

From: Shelley Fye [<mailto:225sunshinehouse@gmail.com>]
Sent: Wednesday, June 20, 2018 10:04 AM
To: Cape George Manager
Subject: July agenda

Hi Sharon I would like to be put on the study session agenda.

This is to get approval to put 9 8x10 framed pictures on the thermostat wall.

These pictures would be for different groups to put a picture of whats going on with them.

This lets us all see some of the things we can be involved in. The group would be responsible for there picture.

Some of the groups could be	Pickle ball	Marina club	Festivals(salmon bake)??
	Fabric art	Music jam	CG Revue ?
	Soup supper	Enviro club	CG university
	Book Group??	Yoga??	Kids club????

These are just some though's of choices.

I have some wood to make some picture frames out of and I have people to help make them

Thank you Shelley Fye

**Cape George Social Club
Bi-Annual Meeting Minutes**

April 10, 2018 11:30 - Spring Luncheon

Meeting Called to Order by Cassie

Minutes of prior meeting Approved, motion by Norma Lupkes, seconded by Mary Rothschild

Introduce Leadership Team: Treasurer Leslie Fellner, and members Mary Maltby, Cassie Reeves, Laurie Owen, Marta Krissovich, Mary Rothschild, Jane Ludwig and Reesa Rees.

Leslie presented Treasurer's Report (attachment) and announced that she would be stepping down as she is moving out of the area.

Briefly solicited additional members and discussed need for new Treasurer and signer on CGSC account. Leadership Team agreed to follow up on these items separately.

Old Business:

Purchases:

DVD/VCR was donated to CGSC by Bob and Joyce Skoien.

Mountain picture was framed by Paul Happel at his cost, \$110. Social Club gave Paul a \$25 gift card to Courtyard Café as a thank you.

Digital Projector was purchased for \$615.

Lectern light estimated at \$75 was approved, but has not been purchased yet. Judith Chambliss has been given approval to proceed with purchase.

Picnic Table repair/replacement update, funding request – Laurie Owen moved that we provide up to \$500 for supplies to repair picnic tables. Cassie Reeves seconded.

New Business:

Presentations:

CD Player replacement, funding request – Laurie Owen requested funds to replace stereo/CD player. Laurie Owen moved to contribute up to \$250, Mary Hilfer seconded.

Kitchen shade bids – Mary Hilfer obtained bids for a shade for the kitchen pass through opening. Kitty Rucker moved that we accept the bid of \$400 from Fox's Draperies, Mary Rothschild seconded.

Mary Rothschild – **Cape George Revue**. Ticket sales will be conducted at the Clubhouse on May 1st and 2nd. \$12/ticket, maximum 4 tickets per person.

Sonja on **Marina Sale** -

Sonja on combined **Salmon BBQ/Waterfront Festival** August 19, 2018. Uncle Funk and the Dope 6 will be the band. Tickets will be required for salmon only.

*Shelley Fye - **Art Wall** Recommendation of a display of nine 8x10 framed photos on the 'thermostat' wall so that each Committee could have a photo on display. Kitty moved that we approve with this, Laurie Owen seconded. This recommendation would be pending approval by the Board of Trustees. Laurie to follow up.

Mary Maltby on Newsletter advertising – Increasing advertising rates to \$15/mo for 12 months (with bonus 2 months), \$20/mo for 6 months (with bonus 1 month) and \$25/month for one time ads. Kitty made motion to accept new rates, Laurie Owen seconded.

Mary Maltby moved to contribute \$100 to the CG Office for paper for Newsletters, Mary Hilfer seconded.

Woody - **Newcomer's Committee** activities. Woody shared copies of the folder being given to new residents of Cape George. They also receive a \$10 gift card from Quimper Mercantile from the Social Club.

Jo Niewisma resigned her position with the Newcomer's Committee.

Kitty Rucker - upcoming Board elections and **Nominating Committee** and **Halloween Party** by Environmental Committee. Halloween Party will be free for Newcomer's with Social Club paying for the Newcomer's tickets.

Cassie - **Grannie's Attic** - We still need additional volunteers; set up (Mon-Thu 10-2), sale (Fri 9-4, Sat 9-12), clean up and haul away (Sat 12-2).

Thank you to Jane Ludwig and Carol Chandler for generous donation of a nice GE microwave oven for use in the Club House.

Upcoming Events:

April 20-21 Grannie's Attic

April 27-28 Marina Sale

RULES AND REGULATIONS -- USE OF CLUB PROPERTY

RENTAL OF PROPERTIES

~~For health and safety reasons, property owners at Cape George Colony Club are requested to notify required to obtain permission from the Club when to rent all or a portion of their property is to be rented. Members renting their property should also review Article XI, "Rental Property" of the Bylaws. Article X, "Rental Property" of the Bylaws states: "Before all or any portion of a Member's property is rented to a person or entity who is not a Member, the Member shall request permission of the Club by written application to the Club Manager in a form approved by the Board." Any member who wishes to rent his/her rents their property is asked to comply with the steps outlined below. must follow the following steps each time that their property is rented.~~

~~1. Complete d submit to the Office Form PP04a "Application to Rent Member's Property". This form outlines your responsibilities as a member who wishes to rent your property. There is a \$75 fee each time that you rent your property. For example, if you rent your property on two different occasions during a calendar year, you will be responsible to pay the \$75. fee each time.~~

~~2. Complete FORM PP04b "Member's Rental Agreement with Tenant". This form outlines the responsibilities of your tenant and requires your signature as well as your tenant's signature. This form should be completed at the time you rent your property and should be attached to your application to rent your home. You should carefully review this agreement with your tenant.~~

1. For non-transient rentals, i.e. rentals great than three days, complete and submit to the Office Form PP04a to ensure that the name, telephone number and email address of the tenant is available in the event of health or safety event.
2. The Member is asked to provide the non-transient renter with a copy to FORM PP04b to ensure that the tenant is aware they are expected to comply with the rules and regulations of Cape George and that the renter is aware they are not able to use Cape George amenities.

Both of these forms can be found on line @ www.capegeorge.org or in the Cape George office.

~~Failure to complete this application process will result in a first time violation fee of \$150.00.~~

Approved by Board of Trustees on May 14, 2009
Approved by Board of Trustees on XXXXXX 1Y, 2018

ZZZZZZZZZZZZZZ, President

ZZZZZZZZZZZZZZ, Secretary

Forms PP04a & PP04b – Approved by Board of Trustees on May 14, 2009
Forms PP04a & PP04b – Approved by Board of Trustees on XXXXXX 1Y, 2018

ZZZZZZZZZZZZZZ, President

ZZZZZZZZZZZZZZ, Secretary

CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

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

NON-TRANSIENT PROPERTY RENTAL INFORMATION

Member's Name:	Tenant's Name:
Tenant's Phone #: Tenant's Email Address:	
Street Name and Number of Rented Property:	

Member hereby agrees to:	
(1) Provide a non-transient tenant, i.e. tenant of more than three days, with a copy of PP04b to ensure tenant understand they are bound by the rules and regulations of Cape George and to ensure that the tenant is aware they must refrain from use of all facilities of the Club except access roads and domestic water service. Conditional use of beaches may be allowed but may also be withdrawn at any time by action of the Board.	
(2) Hold harmless the Club, its members, Board of Trustees, officers, agents and employees, from and against any and all claims, loss, charge or expense (including, without limitation, attorneys fees and court costs) caused by, arising out of or in any way connected with the non-transient rental contemplated hereby, the use or occupancy or failure to occupy the rented premises, any and all acts or omissions by the tenants and any and all acts or omissions by the Club in any way related thereto or the termination of the tenancy pursuant to said non-transient rental.	
(3) That rental of their property in no way relieves the Member of the Member's responsibilities to Cape George or their compliance with the governing documents of Cape George Colony Club, Inc..	
Member's signature:	Date:

XX/2018

Form PP04a Property Rental Information

RULES AND REGULATIONS -- USE OF PRIVATE PROPERTY

NON-TRANSIENT RENTAL INFORMATION FOR TENANT

Tenant Hereby Agrees to:
(1) Tenant agrees to abide by all of the terms and conditions set forth in the Rules and Regulations of the Club as such Rules and Regulations may be changed from time to time. Tenant further agrees to abide by each and all covenants, reservations and restrictions set forth in the deed and Plat Map restrictions relating to the rented premises as set forth in the Governing Documents. Tenant may obtain a copy of the Rules and Regulations and applicable Governing Documents in effect on the date of execution for the Cape George website.
(2) Tenant agrees that Tenant will refrain from use of all facilities of the Club except access roads and domestic water service. <i>Conditional use of beaches, trails, parks, and Club parking areas may be allowed under the following guidelines. The tenant must obtain a renter's parking decal from the CGCC office at a cost of \$5.00. The Member accepts responsibility for the actions of their Tenant. The Tenant parking permit must be attached to the lower left windshield of Tenant's vehicle at all times. This use is a privilege and may be revoked at any time by Cape George Colony Club Board of Trustees without cause.</i>
(3) Tenant agrees to refrain from conducting any business in or about the rented premises.
(4) Tenant agrees to keep no more than two pets in or about the rented premises. Tenant further agrees to exercise control over such pets in order to discourage and eliminate pet noise.

Tenant's Signature:	Home Phone:	Work Phone:	Date:
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Street and Number of Property:

Received by Cape George Office

0X/2018

Form PP04b Rental Information for Tenant.doc

CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

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

RESOLUTION

No: 7-12-18

Whereas the Board of Trustees of Cape George Colony Club is authorized to transfer Reserve Funds, and

Whereas the Board deems it necessary to make such transfer as outlined:

Marina Reserve Account
To General Checking Account-----\$70,801.79

Be it resolved that \$70,801.79 be transferred from the Marina Reserve Account to the Cape George Colony Club General Checking Account to reimburse for dock electric pedestal materials and installation.

Dated this 12th day of July 2018.

Note: Invoices paid from General Checking:

Arrow Lumber	317.19
Arrow Lumber	14.34
Arrow Lumber	323.85
DF Electric (final balance)	70,146.41
Total	\$70,801.79

Study Session Agenda
August 14, 2018
3:00 PM at the Clubhouse

A. President's Comments and Announcements

1. Welcome
2. Resignations from Committee Chair – Marta Favati

B. Letters from Members

C. Manager's Comments

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.

1. Discuss proposed changes to CP03 including Liveaboard/Stayaboard language rule – Lad Burgin & Ben Fellows
2. Update on Army Corps of Engineers permits – Gary Rossow
3. Review Workshop Committee's recommendation to appoint Mike LaPointe as Workshop Chair – Katie Habegger
4. Discuss use of the Wainright Fire Hall – Brian Ritchie
5. Discuss temporary speedbump on Marina Drive – Larry Southwick
6. Discuss member responses to Rental of Private Property Rule PP04 and related forms – Sharon Mitchel
7. Discuss "One lot, One vote" – Carol Wood
8. Discuss restricting pets in clubhouse, pool room, fitness room – Carol Wood
9. Review refund of two clubhouse rental deposits – Sharon Mitchel
10. Review refund of \$10 for key deposits for workshop and clubhouse that were paid in 2002– Sharon Mitchel
11. Review corporate financial accounts list of signatories – Katie Habegger
12. Review appointment of Carol Wood, Trustee as Building Committee member – Katie Habegger
13. Review 4 due date adjustments for 3 members – Sharon Mitchel

E. Member Participation (Compliments, Issues, 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.

Open Board Discussion

F. Announcements

Board Meeting – August 16, 2018 3:30 P.M.
Study Session – September 11, 2018 3:00 P.M.
Board Meeting – September 13, 2018 3:30 P.M.
Annual Board Training – September 13, 2018 following regular board meeting

Close Study Session

Cape George Manager

From: momma marta <mommamarta@gmail.com>
Sent: Saturday, July 14, 2018 9:25 AM
To: Cape George Manager; Joel Janetski
Subject: Resignation Letter

To whom it may concern;

I Marta Favati am resigning as workshop committee chair.

I would like to thank everyone for the opportunity and it has been a pleasure being committee chair.

Thank you again.

MEMBER COMPLAINT/INCIDENT FORM

Member Name: <i>Jim ToAnne Bair</i>	Date: <i>7-24-18</i>
Address: <i>3540 Cape George Rd</i>	
Phone Number:	

1. Nature of complaint:
*We just received another fax from Ben Fellowship the
harbormaster, who has been a constant thorn in our side
saying he plans to move our boat to A-83-25 ft N, that
was his words. We have no A-83 we paid for A-5
it states in Bylaws you can't move a boat in mid-year if
he insists I believe its grounds for? It caused other Harbor Masters
to lose their jobs Ben has had a vendetta against us since he
took over. He says we are a danger to other boats, we live down in A-5*

For Internal Use Only -

2. The following action(s) have occurred:
*I met with the Harbor master, got
feedback from previous HM who had
moved them. HM is moving boat for safety
at the corner & to maximize space.*

Date of Action:
7/26/18

ADDITIONAL NOTES:

since we have been in Marina. Penny moved us to A-3 during her tenure because she wanted her friend to be there. It moved out of Cape George so Bryan put us back. Stating it made more sense especially with us being inexperienced boaters. It would sure be that much harder for us to get in and out when we were in A-3 before we were hit twice by boats being ~~launched~~ launched.

Cape George Manager

From: Cape George Manager <manager@capegeorge.org>
Sent: Friday, July 27, 2018 4:23 PM
To: jjbarr67@yahoo.com
Cc: Ben Fellows (capegeorgeharbormaster@gmail.com); Cape George Manager
Subject: Moorage
Attachments: CP03.pdf

Jim and Joanne,

I met with Ben Fellows, our Harbormaster, yesterday about your moorage.

He believes that it is difficult for those in small boats and kayaks to see around your boat when it is moored at the end of A dock. That truly is a safety issue. Last year we moved another boat because it was difficult to navigate around. Ben is looking for an alternate slip assignment for you that might better meet your needs than A3. I am hopeful that he can find a location that is not too difficult to get in and out of. One of us will be back in touch as soon as he has a solution.

Also please know that the Harbormaster has the authority to reassign slips to maximize space and to move boats if hazardous conditions exist. The details are in Rule CP03 2.5, 2.6 and 2.9. I have asked Ben to review this rule at the next marina meeting since it does seem like we run into this issue all too often when a Harbormaster exercises his/her authority under these rules. Hopefully that will alleviate confusion in the future.

If you have questions, please give me a call or send an email. I will be on vacation August 1 to 7, but will have access to email.

Cape George Colony Club
Sharon Mitchel, Manager
manager@capegeorge.org
360-385-2208

Cape George Manager

From: Ben Fellows <capegeorgeharbormaster@gmail.com>
Sent: Friday, August 10, 2018 7:38 PM
To: 'Jim Barr'
Cc: Cape George Manager
Subject: RE: Your slip

Jim, I am sorry but I think your boat on the corner is a safety hazard. Ben

From: Jim Barr [mailto:jjbarr67@yahoo.com]
Sent: Friday, August 10, 2018 7:32 PM
To: Ben Fellows
Subject: Re: Your slip

Then move me back to our original spot.
Jim

Sent from Yahoo Mail for iPhone

On Friday, August 10, 2018, 2:38 PM, Ben Fellows <capegeorgeharbormaster@gmail.com> wrote:

Jim, I have looked at slip assignments in our marina, and regret to report that I have not found a workable alternate location for your boat.

I will keep your situation in mind and continue to look for options. I will be happy to consider any suggestion you may offer.

Best regards,

Ben Fellows

CG Harbor Master

8/13/2018

To Board of Directors,

In what hopefully will be my final comments on this topic of so called "liveaboard" rules I would like the board to consider a few of these points followed by my personal comments and observations.

1.) After numerous inquiries by marina members it is still unclear why this action is taking place. A previous board member requested that a determination be made about this topic, I did NOT hear him say a rule needed to be created. It is understandable the board would tire of having this brought up again and again dependent on the various harbormasters. Making restrictive and un-enforceable rules bordering on violating membership rights isn't the way to solve any issue. Guidelines should be formulated and compliance requested before enforcement.

2.) Every inquiry as to why this action is taking place is met with a "what if" response rather than a legitimate reason. This type of rationale opens the door to endless useless rules in the name of being prepared. These rules, put in the hands of volunteer enforcers with little accountability, has a huge potential for abuse, that point has already been demonstrated numerous times. We need to have clear and definitive reasons why rules are made, not done out of "paranoia".

3.) This marina is often erroneously compared to other "public" marinas in its nature. This marina is owned and operated by members who have a stake in its viability and continued success. To compare this pride of ownership to a public entity where the clients come and go is absolutely wrong. Members here invest substantial capital to be here and make this their home. The notion that we will have "gypsies in the palace" is completely misguided and wrong, and there has been ZERO evidence of that. Making unnecessary and specious rules only fosters ill will and creates dividing lines opposed to "pride of ownership" and I see this already rearing its' ugly head. The negative effects of these types of actions are complex and multi-layered and run contrary to the well being of institutions such as this. THERE MUST BE A CLEAR REASON FOR THIS ACTION!

4.) The very definition of “liveaboard” as it is used here is manufactured and erroneous. In an attempt to categorize/justify this rule this definition is being skewed. If a member has a residence here then THAT is their primary home. To define it as 14 days or any other duration is not logical. This “liveaboard” term is being used in a vain attempt to address other non-issues generally associated with it in the public sector. It is misleading and improper.

5.) Issues such as sanitation, showers, parking and the rest are worth considering in their scope. Thinking that the amount of time someone sleeps on a vessel solves any of these concerns is once again mis-guided. The two factors are only related in a slightly offhand way. Personal accountability and the desire to actually make these NOT become an issue are what we should be striving for.

6.) It has been stated by the Chairman and Harbormaster that the input received from the community was in favor of more rules. It has been my personal witness that how the question is asked often gets a pre-determined response. Had this been asked “Is security in the marina a good idea” or “ If no negative impact is done to a facility should it be used as frequently as desired” the answer would be quite different.

7.) The committee process by which this rule was developed was exclusionary and bullied through as seen by my own personal observation. Some members were allowed to speak multiple times, others were ignored and discussion was stopped. Justification for determinations when asked were ignored or talked around. The sub-committee, by agreement, was to be selected from volunteers of which many enrolled for. In the interim the chairman selected his own members thus negating any sense of fairness to this process. This is just one example of many of the inadequacies of this committee and how it was/is conducted.

My personal comments/observations:

The last 12 months dealing with the anxiety, lies and treatment of me by some of the leadership has, I have to admit, worn me down. Throughout this entire process not one head of a committee or harbormaster has asked for input from

me, and make no mistake about it, this is directed at and precipitated by my being here.

The poor choices, cost overruns and basic infrastructure condition indicates to me that something else needs to be done in terms of leadership. I honor the work of the volunteers without whom nothing would get done. We are all members, and I am grateful for their time spent. Qualified members with lifetimes in these disciplines should lead, the result is a wider knowledge base and preserved asset values.

Whatever the outcome of the board's decision I will abide by the rules. Voluntarily trying to solve complex wiring, plumbing pile repair and other problems in the marina is something I no longer have the desire to do. Ultimately, these issues need to be met with critical thinking skills and not "feelings" or the investment suffers. My opinion is that there are far too many unqualified folks making decisions about specialized areas they shouldn't be. Some things can't be solved by committee and not only do I see "a solution in search of a problem" but it has the potential for creating "problems we weren't searching for".

Finally, I would hope that a sense of community would not allow these types of directions to be followed. In my time spent at the marina I considered it MY marina and kept a hawk eye on what took place. The wildlife, smell of wood smoke from picnics, quietude and even sharing the docks with otters and seals has enriched me greatly (Not their poop however). My reasons for being here are personal and beyond the scope of this letter.

This is not a place of rules and elitist ownership, or at least it shouldn't be.

Thank You for your time,

Greg Mika

To: Cape George Colony Board of Trustees

From: Mark Thayer

Date: 13 August 2018

Re: Marina Liveaboard Policy

I recommend that the Board not consider the rule changes proposed by the Marina Committee with respect to liveaboards for the following reasons:

1. There is no objective evidence of either a genuine liveaboard problem at present or a potential one in the future. In three months of researching this I found no compelling evidence, no persuasive case, for the existence of a problem that rises to the level of requiring Board attention and formal policy, nor have I uncovered any rational argument for a potential future problem that would require similar action. Simply, we do not have a liveaboard problem.

2. All of the arguments made in opposition to liveaboards are based on fear---hypothetical, imaginary scenarios, lacking in data or evidence, that assume the worst possible behavior on the part of the "other guy." I have addressed these in my earlier memo to the Board. Given that these imaginary scenarios lack any objective evidence or data, they are unpersuasive.

3. The proposed rule changes/solutions are poorly worded, lacking in rigor, and (most importantly) unenforceable.

Too much time and energy has been wasted on this non-problem. The issue should be tabled indefinitely until such time as there is sufficient evidence of a real problem that warrants the attention of the Board.

RULES AND REGULATIONS -- USE OF CLUB PROPERTY

MARINA USAGE

Members in good standing of Cape George Colony Club may use the marina facility as space permits, subject to the rules and regulations as established. The Harbormaster shall administer the day to day operations of the marina for the Board of Trustees. In this capacity, the Club extends authority to the Harbormaster, through the Club Manager, to make decisions regarding Marina operations that are in the best interests of the Club.

Marina Tenants/Applicants for moorage or rampage shall be provided a copy of these Rules and Regulations and shall indicate their agreement to abide thereby by means of a signature to an appropriate statement on the application form at the time of application. A copy of the Rules and Regulations is available at the Office during regular business hours.

1. General

1. Boats moving within the marina basin shall proceed at SLOW speed and at speeds insufficient to leave a wake. It is the responsibility of each boat operator to be familiar with and use the Rules of the Road, U. S. Coast Guard regulations 80.5 and 86.10-1.
2. Members and guests shall deposit all trash and litter in containers provided; if such containers are absent or full, trash and litter shall be carried from the marina area. Cleaning of fish and shellfish shall be restricted to the provided fish cleaning stations. The user shall insure that the area is cleaned after each use.
3. Marina fees are on a yearly basis payable January 1st and delinquent thirty (30) days after. The marina year runs from January 1st to December 31st. Members assigned moorage shall pay a full year's fee if entering before September 1st. Members entering after September 1st shall pay a half year's fee.
4. Members using the Cape George Marina will provide the Harbormaster/Cape George Office with current email addresses, an emergency contact phone number and address whereby the member may be contacted at any time in case of an emergency or other issues pertinent to the Marina.
5. Any member who provides a ramp key, moorage space, or any other marina amenity to another member or non-member without authorization shall be subject to revocation of Marina privileges, such revocation to be at the direction of the Board of Trustees upon recommendation of the Harbormaster. A process of appeal to the Board of Trustees is provided to the member who, for cause deemed sufficient, has had marina privileges revoked.
6. Nothing in these Rules and Regulations shall be construed as to prevent the Harbormaster or the members from acting in the interests of preservation of life or property, or from granting assistance to vessels or persons in distress.

RULES AND REGULATIONS -- USE OF CLUB PROPERTY

7. The marina and adjacent areas, according to the covenants of Cape George Colony Club, shall be considered private property, and as such shall not be open to non-members or their vessels, except as provided herein or in times of distress as prescribed by Maritime Law.
8. 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.
9. Cape George Colony Club shall not be liable or responsible in any manner for a vessel's safekeeping or condition of its' tackle, apparel, fixtures, equipment and/or furnishings.
10. The Harbormaster will refer Marina rule violations to the Manager, The Manager may issue a Notice of Violation as a Warning, as a Conditional Penalty requiring remedial action or as an Unconditional Penalty including but not limited to notice of non-renewal of the slip rental (MISO4b). Penalties may be appealed to the Board of Trustees.- The Manager will notify the Member(s) of a rule(s) violation(s). The member will have 45 days to correct. Failure to comply with Marina rules could result in non-renewal of the assigned slip and/or loss of use of Cape George Marina. (Refer to MIS04 rules regarding violations and penalties.)

2. Moorage

1. Unless space is available, there shall be one moorage space allowed to each membership. Subject to availability a member may rent a second slip on a month by month basis. Rates will be prorated monthly with a 10% surcharge. If a waiting list develops, the member shall relinquish the additional space within 30 days of notification.
2. Moorage is intended for members' boats that are currently registered and titled in full or in part by a Club member as evidenced by appropriate title documents. Boats shall be maintained in a safe operable condition, and periodically used. The following criteria must be met:
 - a. A moorage holder's boat must occupy the assigned moorage space at least 2 months of the year.
 - b. "Safe" means equipped and maintained so as to not represent an undue risk to marina infrastructure and adjacent boats. Display of a current US Coast Guard Auxiliary "Vessel Safety Check" sticker is encouraged and will be accepted as conformance with this requirement.
 - c. "Operable" means capable of entering and leaving the marina under individual effort, sail or power without outside assistance and shall be demonstrated at the Harbormaster's request. If inoperable, the member shall demonstrate operability within 45 days.

RULES AND REGULATIONS -- USE OF CLUB PROPERTY

3. Members who moor a vessel in the Cape George Marina, even on a temporary basis, shall maintain insurance in force and in good standing on the vessel. Proof of insurance must be provided at time of registration. The insurance shall provide Protection and Indemnity (Watercraft Liability) with a \$300,000 per occurrence minimum liability limit. Cape George Colony Club must be listed as an Additional Insured on the policy. As a condition of using the Cape George Marina, members and guests shall have documentation available (or on file at the Office) for the Harbormaster upon request, and at time of moorage and slip renewal. Failure to have such documentation may be grounds for termination of berthage privileges.
4. Boat size limitations are required due to the limited size and configuration of the marina. Boat width shall not exceed twelve (12) feet at the widest point unless authorized by the Harbormaster and approved by the Board of Trustees. Moorage fees will be based on boat length plus outdrives and/or extensions. Tonnage and draft are considerations for slip assignment. Owners may at their expense be required to provide an Engineer's report discussing the effects of tonnage, etc., on our piling/dock system.
5. Those assigned moorage space in any year shall have the right to equal space the following year.
6. All moorage locations shall be assigned by the Harbormaster.
7. Members shall attach a copy of current boat registration, title documents and insurance with Cape George Colony Club named as additional insured, to their annual renewal form.
8. Sale of a boat by a member shall not encumber the Harbormaster to provide moorage for the new owner. If the member purchases a similar new boat in size, etc., then the member can utilize the slip originally assigned to him/her.
9. ~~The Harbormaster is authorized to rearrange moorage assignments to improve utilization of space and to move boats within the marina if hazardous conditions exist. Except in extreme emergency, the Harbormaster shall attempt to contact the owner regarding movement of his vessel within the marina. In any event, movement of a vessel by the Harbormaster shall in no way hold the Harbormaster responsible for the safety of the vessel.~~ ***The Harbormaster is authorized to assign/reassign moorage and to move boats for reasons such as (but not limited to) improving efficiency and/or risks. Except in extreme emergency, the Harbormaster shall attempt to contact the owner regarding movement of his/her vessel within the marina. NOTE: Slip assignments are not to be regarded as permanent. The Harbormaster may reassign slips at any time for the convenience of Cape George. Movement of a vessel by the Harbormaster shall in no way hold the Harbormaster responsible for the safety of the vessel.***
10. Tying alongside another boat (rafting) is not permitted at any time.

RULES AND REGULATIONS -- USE OF CLUB PROPERTY

11. When in a moorage space, boats shall be secured with adequate mooring lines in a manner consistent with good boat-handling practice.
12. Failure of a member to remove a boat from a space on which moorage fees have fallen delinquent may result in reassignment of that space, and further shall be declared delinquent in the same sense as other assessments of the club, in accordance with those procedures as established in FIN03.
13. Boat owners are responsible for disposing of their own oils/fuels or other pollutants at an appropriate recycling facility. The Marina is not a storage facility for such materials.
14. ***Waste discharge: Members moored in the marina are required to comply with all applicable local, state and federal regulations regarding waste discharge. Any member who fails to comply shall be subject to fines and or revocation of Marina privileges.***

3. ELECTRICAL USE

1. Electrical connections are available throughout much of the marina. Shore power is defined as: electrical connection that powers the boats 120 volt system or boats using power for 24 continuous hours or more. Annual Shore power fee will apply where any electrical connection is other than temporary intermittent daytime use for tools, etc. The Shore power annual fee will be paid in advance for the calendar year as part of the yearly dock fee or within 30 days of assignment to a slip with intended use of Shore power. It is the sole discretion of the Harbormaster or Association Manager to determine whether electrical connection is being used for temporary intermittent daytime use or is being used for Shore power.
2. It is the boat owner's responsibility to provide an adequate and safe connection from the dockside power supply to the boat. Any connecting cable deemed inadequate by the Harbormaster must be replaced. It will be the owner's responsibility for any mishap and damage to boats and docks, etc. resulting from the electrical connections and electrical equipment used.
All shore power cords connected at any Marina electrical pedestal must be an exterior grade cord designated by the NEC as SO, ST, or STO rated, and must have an AMP capacity rating which matches or exceeds the rating of the pedestals. Pedestals are rated at 30 amps. Also, these cords must have marine grade weather proof boots on both ends of the cord, per OSHA/NEC.
3. Routing of electrical hookups along the dock surface must be done in a manner which will not present a hazard to those using the dock.
4. Use of this service for continuous operation of onboard appliances should be kept to a minimum where possible. When it becomes necessary to use a cabin heater it must be UL

RULES AND REGULATIONS -- USE OF CLUB PROPERTY

approved, thermostatically controlled, a permanently sealed radiator type heater of 1500 watts or less.

5. *The Harbormaster is authorized to randomly check electrical connection and electrical consumption of boats.*

6. Refusal to comply with these regulations will be a violation of the agreement, which will result in a discontinuation of service.

4. SUBLEASING MOORAGE

1. Subleasing of moorage is encouraged subject to the following:

- a. Members may contact the Harbormaster to determine if a temporary moorage vacancy is available.
- b. The Harbormaster will assign temporary moorage with agreement of the moorage holder on a month to month basis.
- c. Members subleasing shall pay the current lease fee for the moorage plus electricity fees, if desired. These sublease fees shall be prorated on a monthly basis. Two checks for payment shall be submitted to the Office by the sub leaser, one for Cape George, and one to the original leaser. The Office shall forward the check for one half of the payment to the original leaser.
- d. Sub-lesers shall provide the Office with a copy of current boat registration and insurance and if applicable, trailer registration and trailer license number upon completion of a sublease agreement.
- e. Members subleasing moorage will be required, at the direction of the Harbormaster, to move their boats to another space or remove their boats when the moorage holder returns.

5. TEMPORARY MOORAGE

1. Guests of members shall be assigned temporary spaces as available. Reservation must be made in advance with the Harbormaster. The Harbormaster shall reserve at least one moorage space of 16 feet or greater. Guests shall possess a valid Guest Card while in the marina area. Guest Cards are available at the Office.

6. WAITING LIST

1. A waiting list shall be maintained by the Office. A member's position on the list shall be in order of application, specific to their chosen slip size. A change in chosen slip size will be

RULES AND REGULATIONS -- USE OF CLUB PROPERTY

treated as a new waiting list application. Members who lose or relinquish assigned moorage shall, upon application, be placed on the bottom of the waiting list.

2. Waiting list applicants shall pay an annual fee to be included on the waiting list.
3. All monies collected from the applicant will be credited to his/her slip fees when an offered slip is paid for. If the applicant declines the offer of a slip, he/she will be moved to the next position on the same waiting list and the slip will be assigned to the next member on the list. If the applicant declines the offer of a slip a second time, he/she will be moved to the bottom of the list without forfeiting the waiting list fees.
If applicants remove themselves from the waiting list they will forfeit their fees.
4. ~~After accepting the slip assignment, the member has 30 days to pay in full the moorage fees or the offer of the slip will be rescinded.~~

A member has 30 days from the date of the offering letter to accept the offered slip by paying in full the moorage fees OR the offer of the slip will automatically expire.

In addition, the member has up to 60 days from the date of acceptance to supply to the office proof of ownership, boat registration, and insurance documentation. Until these documents have been supplied, no boat may be placed in the slip. If either the moorage fees are not paid within 30 days, or the required documentation is not provided within the 60-day time period, the member shall forfeit his/her assigned slip and prorated moorage fees accumulated during the waiting period. He/she may reapply and start at the bottom of the waiting list and the slip will be assigned to the next member on the waiting list.

5. Applicants shall designate slip size desired from three choices:
 - *20' or under
 - *Greater than 20' but less than 29'
 - *Over 29'
6. Measurements should be of overall length of vessel including outdrives, bowsprit, dinghy, davits, etc.
7. Keeping contact information current is the responsibility of the applicant and reasonable effort will be made by Cape George Colony to contact applicants when slips become available. Moorage fees will be paid in full within 30 business days of a new slip assignment or offer of a slip will be forfeited.

7. LAUNCH AND RAMPAGE

1. Rampage shall be charged for a full year regardless of the date of application.

RULES AND REGULATIONS -- USE OF CLUB PROPERTY

2. Members are not permitted to launch a personal watercraft (jet ski) on Cape George properties without prior Board authorization.

8. PARKING AND STORAGE

1. Boat trailers may be parked in the area south of the marina as designated by signs, subject to payment of the applicable parking fee and to the following conditions:
 - a. Member's name must be displayed on boat trailers and license number of the trailer must be provided to the office on the moorage registration form. Boats stored in the South parking lot must be insured. Cape George must be added as an "Additional Insured" on the member's insurance policy.
 - b. If there is a waiting list for parking spaces, each member may store only one boat trailer.
 - c. All boats and trailers parked must be in operable condition. Inoperable condition is defined as stripped, wrecked or otherwise not operable due to mechanical failure or inability to maintain flotation. Once a boat/trailer is determined to be inoperable due to mechanical failure or inability to maintain flotation, it must be removed from the Marina within forty (45) days unless other arrangements have been made with the Harbormaster.
 - d. Members with rampage who do not pay for boat and/or trailer storage and guests of members may store their boat and/or trailer for no more than twenty-four (24) hours in designated 24 hr. parking lot without the approval of the Harbormaster.
 - e. Rampage or moorage is required with all trailer parking.

9. KAYAKS, DINGHYS, ROWING SHELLS, OTHER NON-MOTORIZED VESSELS

- a. No vessel will be placed in storage or put on racks at the Marina without the approval of the Harbormaster and payment of fees.
- b. All vessels will be assigned a sticker by the Office to affix to their vessel identifying owner and owner contact information.
- c. Dinghy's and Tenders must be stored in a way that does not interfere with neighboring boat trailer ingress/egress and Marina grounds maintenance.

10. LIVEBOARD / STAYABOARD USE OF MOORED VESSELS

1. *Liveboard use of the Marina (staying overnight on a vessel moored in the Cape George Marina for more than fourteen (14) nights in a calendar month) is prohibited.*

RULES AND REGULATIONS -- USE OF CLUB PROPERTY

2. **Stayaboard** use of the Marina (staying overnight on a vessel moored in the Cape George Marina for more than fourteen (14) nights in a calendar month) is permitted. Members wanting to stay aboard must register in advance with the Cape George Office, or the Harbormaster. Permission to stay aboard for more than 14 nights in a calendar month up to a maximum period of six months may be obtained with the approval of the Harbormaster and the Cape George Manager.
3. **Extended stayaboard fee.** A fee of \$90.00 per month will be due and payable on the first of any month in which an extended stayaboard period has been approved.

This policy replaces all prior Marina policies.

Adopted by the Board of Trustees, November 13, 2014.

Adopted by the Board of Trustees, February 11, 2016.

Adopted by the Board of Trustees, November 10, 2016

Adopted by the Board of Trustees, November 16, 2017

Adopted by the Board of Trustees, _____ 2018

Katie Habegger, President

Ray Pierson, Vice President

L E A S E

THIS INDENTURE OF LEASE, by and between Cape George Colony Club, Lessor, and Jefferson County Fire District No. 6, Lessee, WITNESSETH:

That the Lessor is a corporation formed under the laws of the State of Washington, and that the Lessee is a municipal corporation formed under the laws of the State of Washington.

For and in consideration of the payment by Lessee of \$1.00, and for the further consideration of the benefits to be concurred upon the Lessor by the services available through the Lessee and from the fact that the Lessee will be closely located with respect to the Lessor's property, Lessor here and hereby lets and leases unto Lessee that tract of land in Jefferson County, Washington, described as:

A tract 150 feet paralleling County Highway No. 40, of which the point of beginning is the extreme South East corner of the Cape George Village portion of the Club property on the West side of the highway. From the point of beginning, the boundary runs West along the boundary of the Club properties 100 feet, then in a Northerly direction a distance of 150 feet, paralleling County Highway No. 40, then 100 feet Easterly to the County Highway No. 40, and then 150 feet South along the Highway to the point of beginning. This area represents the Southeast Section of the Plot referred to as the Well No. 2 and tank No. 2 site of the Club water system.

The Club agrees to make available a water supply for potable and general use, subject to the limitations of the system and one inch diameter line connection at the boundary of the site. This line shall not be subject to tariff or restriction unless emergency conditions prevail and the Trustees of the Club request the Commissioners of the Fire District to impose a limitation on its use.

The terms of this lease shall be for a period of 50 years from the date hereof; provided, however, that the leased area shall be used for no purpose other than a fire hall in the service of the Lessee, and if at any time any other use shall be made of the premises by any one other than Lessee or a successor fire department to Lessee, the lease shall immediately terminate and the property and all improvements thereon shall immediately be delivered over to Lessor.

In witness thereof, we have hereunto set our hands for the organizations which we duly represent.

Dated July 16TH, 1975

Note: This understanding having been authorized by the Board of Trustees, Cape George Colony Club, meeting July 26, 1975, we the Trustees initial and approve conditions outlined above:

Trustees:

Ralph P. Anderson, Pres.
Leroy Stark, V.P./Sec.
Robt. Berner, Treas.
Arnold Carlsen
Ray DeBord
Edwin Franzen
Arthur Hultin

Handwritten initials and dates for each trustee: RPA 7/16/75, Stark 7/16/75, Berner 7/16/75, Arnold, DeBord, Franzen, Hultin.

CAPE GEORGE COLONY CLUB, INC.

By: [Signature] President

JEFFERSON COUNTY FIRE DISTRICT No. 6

By: [Signature] Chairman of Board of Commissioners

[Signature] Commissioner

[Signature] Commissioner

[Signature] Secretary of Board of Commissioners

STATE OF WASHINGTON
County of Jefferson ss.

On this day personally appeared before me [Signatures] to me know to be the individual described in and who executed the within the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16 day of July 1975.

[Signature]
Notary Public in and for the State of Washington
Residing at Port Townsend

August 14, 2018

To: Board of Trustees

From: Sharon Mitchel, Manager

Re: PP04 – Rental of Properties

We posted the PP04 changes in the August newsletter. We did not receive input on this rule change.

August 6, 2018

Refund Request

Members: PEP001 and GAM001

Request a refund of the \$400 clubhouse rental cleaning/damage deposit. The event was signed off by the event coordinator for both rentals.

Terri Brown

Office Administrator

July 20, 2018

Refund Request

Member: BAR005

Requests a refund of \$10 for workshop and clubhouse key deposits, (\$5.00 each) purchased in 2002.

CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

www.capegeorge.org
office@capegeorge.org

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

August 16, 2018

In accordance with Cape George Colony Club rule FIN08 Critical Account Policy, the Board approves the following Trustees as signatories on the listed financial accounts

Chase Bank

XXXXXX9928	Checking Account	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug, Sharon Mitchel
XXXXXX1366	Checking Account	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug, Sharon Mitchel
XXXXXX5161	Savings Account	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug, Sharon Mitchel

Kitsap Bank

XXXXXX9111	Checking Account	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug, Sharon Mitchel
XXXXXX9120	Savings Account	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug, Sharon Mitchel

Peninsula Credit Union

XXXXXX8414	Main Share Account	Kathleen Habegger, Raymond Pierson, Karen Krug, Sharon Mitchel (PCU allows 4 signatories. Traditionally the Board Secretary has not been a signer on this account)
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Wells Fargo Bank

XXXXXX5374	Savings Account	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug, Sharon Mitchel
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1st Security Bank

XXXXXX8630	Money Market	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug, Sharon Mitchel
XXXXXX7070	Money Market	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug, Sharon Mitchel

First Federal

XXXXX8401	Money Market	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug, Sharon Mitchel
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Joel Janetski, Secretary

Katie Habegger, President

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

ADJUSTMENT OF PAYMENT DUE DATES

DATE: 06/29/2018

NAME OF MEMBER: MICHAEL & JEANIE L ORR

ADDRESS: 41 VANCOUVER PL

Balance due as of June 30, 2018: \$0.00

1. The Member owns property within Cape George Colony Club ("Cape George") as shown above.
2. The Member agrees that he/she is obligated to pay Cape George the established charges for quarterly general assessment, reserve assessment, and such other fees.
3. The Member agrees that the sum of \$249.00 for quarterly general assessment, water and reserve assessment plus a \$5.00 administration fee is due on July 1, 2018.
4. The Member requests that Cape George Board of Trustees allow for the adjustment of due dates.
5. In consideration of the forbearance by Cape George described at Para. 4, the Member agrees to the due dates and amounts as follows:

\$88.00 in July 2018 which includes the \$5.00 administrative surcharge and \$83.00 in each month thereafter up to and including the month of September 2018, at which time a renewal of this request may be made.

6. If the Member defaults on this Plan by failing to pay as required, Cape George may immediately and with reasonable notice declare the whole of the sum due and payable, including the assessment of late fees and other actions as described in Cape George Rules and Regulations FIN03.

The laws of the State of Washington shall govern this agreement and the venue of any action shall be in Jefferson County, Washington.

Dated this 19 day of July

Member:

Cape George Colony Club:

Jeanie O
Member

Dawn Metcal
Manager

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

ADJUSTMENT OF PAYMENT DUE DATES

DATE: 06/29/2018

NAME OF MEMBER: MICHAEL & JEANIE L ORR

ADDRESS: 41 VANCOUVER PL

Amount due as of June 30, 2018: \$0.00

1. The Member owns property within Cape George Colony Club ("Cape George") as shown above.
2. The Member agrees that he/she is obligated to pay Cape George the established charges for quarterly general assessment, reserve assessment, and such other fees.
3. The Member agrees that the sum of \$159.00 for quarterly general assessment and reserve assessment plus a \$5.00 administration fee is due on July 1, 2018.
4. The Member requests that Cape George Board of Trustees allow for the adjustment of due dates.
5. In consideration of the forbearance by Cape George described at Para. 4, the Member agrees to the due dates and amounts as follows:

\$58.00 in July 2018 which includes the \$5.00 administrative surcharge and \$53.00 in each month thereafter up to and including the month of September 2018, at which time a renewal of this request may be made.

6. If the Member defaults on this Plan by failing to pay as required, Cape George may immediately and with reasonable notice declare the whole of the sum due and payable, including the assessment of late fees and other actions as described in Cape George Rules and Regulations FIN03.

The laws of the State of Washington shall govern this agreement and the venue of any action shall be in Jefferson County, Washington.

Dated this 19 day of July

Member:

Cape George Colony Club:

Jeanie Orr
Member

Sharon Mitchell
Manager

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

ADJUSTMENT OF PAYMENT DUE DATES

DATE: 06/29/2018

NAME OF MEMBER: JUSTIN & SHANA GRAY

ADDRESS: 683 SADDLE DR

Balance due as of June 30, 2018: -10.00

1. The Member owns property within Cape George Colony Club ("Cape George") as shown above.
2. The Member agrees that he/she is obligated to pay Cape George the established charges for quarterly general assessment, reserve assessment, and such other fees.
3. The Member agrees that the sum of \$249.00 for quarterly general assessment, water and reserve assessment plus a \$5.00 administration fee is due on July 1, 2018.
4. The Member requests that Cape George Board of Trustees allow for the adjustment of due dates.
5. In consideration of the forbearance by Cape George described at Para. 4, the Member agrees to the due dates and amounts as follows:

\$88.00 in July 2018 which includes the \$5.00 administrative surcharge and \$83.00 in each month thereafter up to and including the month of September 2018, at which time a renewal of this request may be made.

6. If the Member defaults on this Plan by failing to pay as required, Cape George may immediately and with reasonable notice declare the whole of the sum due and payable, including the assessment of late fees and other actions as described in Cape George Rules and Regulations FIN03.

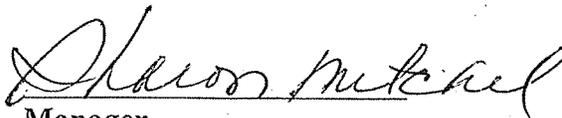
The laws of the State of Washington shall govern this agreement and the venue of any action shall be in Jefferson County, Washington.

Dated this 18 day of July

Member:

Cape George Colony Club:


Member


Manager

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

ADJUSTMENT OF PAYMENT DUE DATES

DATE: 06/29/2018

NAME OF MEMBER: JAMES & JACQUELINE R DEMOSS

ADDRESS: 240 DENNIS BLVD

Balance due as of June 30, 2018: -0.20

1. The Member owns property within Cape George Colony Club ("Cape George") as shown above.
2. The Member agrees that he/she is obligated to pay Cape George the established charges for quarterly general assessment, reserve assessment, and such other fees.
3. The Member agrees that the sum of \$249.00 for quarterly general assessment, water and reserve assessment plus a \$5.00 administration fee is due on July 1, 2018.
4. The Member requests that Cape George Board of Trustees allow for the adjustment of due dates.
5. In consideration of the forbearance by Cape George described at Para. 4, the Member agrees to the due dates and amounts as follows:

\$88.00 in July 2018 which includes the \$5.00 administrative surcharge and \$83.00 in each month thereafter up to and including the month of September 2018, at which time a renewal of this request may be made.

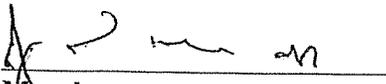
6. If the Member defaults on this Plan by failing to pay as required, Cape George may immediately and with reasonable notice declare the whole of the sum due and payable, including the assessment of late fees and other actions as described in Cape George Rules and Regulations FIN03.

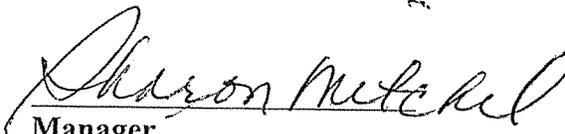
The laws of the State of Washington shall govern this agreement and the venue of any action shall be in Jefferson County, Washington.

Dated this 12 day of July 2018

Member:

Cape George Colony Club:


Member


Manager

**Study Session Agenda
September 11, 2018
3:00 PM at the Clubhouse**

A. President's Comments and Announcements

1. Welcome
2. Marina Chair, Craig Muma, has resigned his volunteer position
3. An Executive Session will be held following the Board meeting to discuss personnel matters

B. Letters from Members

C. Manager's Comments

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.

1. Discuss member request for excess water fee refund – Sharon Mitchel
2. Review member request for pro-rated marina moorage fee refund – Sharon Mitchel
3. Review Marina Committee recommendation to approve Marty Bluewater as Marina Committee Chair – Ross Anderson
4. Discuss proposed Marina Fee increases – Ross Anderson
5. Update on fire hall zoning, construction and related issues – Ross Anderson
6. Discuss proposed annual road repair contract and a Marina Drive speed bump proposal – Larry Southwick
7. Discuss proposed CP08 Water System Rules and new proposed CP08a to replace Form BG03 – Larry Southwick
8. Discuss proposed CP08b Water Conservation Pricing – Karen Krug
9. Discuss proposed Building and Property Regulations – Bill Deckman
10. Discuss member hedge complaint – Sharon Mitchel
11. Review proposed 2019 general assessment, reserve assessment, fees and charges including additional Excess Water Charge tier – Karen Krug
12. Review proposed 2019 fine schedule – Sharon Mitchel
13. Discuss reserve study updates – Sharon Mitchel
14. Present Newman & Associates (formerly Cagianut & Assoc) audit and taxes engagement letter – Karen Krug
15. Discuss liquor banquet permit requirement for clubhouse rental as a result of recent insurance risk management assessment – Sharon Mitchel
16. Discuss proposed plan to repair 2 damaged sidewalk sections between parking lot and pool and install concrete walkway from pool to fitness room. – Sharon Mitchel
17. Discuss bid to repair damaged black truck fender – Sharon Mitchel
18. Review list of Committee Chairs and Committee Members, where required – Sharon Mitchel

E. Member Participation (Compliments, Issues, 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.

Open Board Discussion

F. Announcements

Board Meeting – September 13, 2018 3:30 P.M.

Executive Session – September 13, 2018 following regular board meeting

Study Session – October 9, 2018 3:00 P.M.

Board Meeting – October 11, 2018 3:30 P.M

Close Study Session

To: Cape George Manager and Board of Trustees
From: Craig Muma
Date: Sept 4, 2018
Re: Resignation of my Role as Marina Committee Chairman

Please accept my resignation as Marina Committee Chairman effective September 13, 2018 when the Board next meets. Marie and I have extensive travel plans over the next few years that will take us away from Cape George more than we will be home. It is not fair to the Harbormaster and Marina Committee, the Cape George Membership and to me that I should attempt to act as Chairman while being absent most of the time.

I have served now for three years and it has been a privilege and mostly quite enjoyable. During my tenure a lot of good things were accomplished and the camaraderie within the volunteers added true enjoyment to it.

There is a national group of men called the Romeo's. Retired Old Men Eating Out. They meet for lunch once a week and simply enjoy each other's company and check in. A spouse of one Romeo was quoted as saying that the Romeo's kept her husband alive; it gave him a purpose. The marina is the same for the mostly retired Volunteers that work hard and consistent to keep it vibrant. The marina gives back to us a purpose and acknowledgement of our value as humans.

Thank you for entrusting our precious marina and its committee to my care.

9-3-18

The two pieces of art, that had been stolen from the Club House on Thanksgiving Day 2017, have been returned to their owners. I'm so sorry for the inconvenience, and I thank you for your patience ... It took a village ... and some perseverance ...

Nathalie Ballou

To: Board of Trustees

Re: 120 Ridge Drive water overage

In January 2018 member RIG001 was charged for \$97.50 for excess water usage. The member recently determined that the renters who live next door had connected a hose to the their water faucet and been using their water last summer.

Much of the year their water is turned off when they are at their other home so had 4 months of no water usage. The following was their summer water usage.

July 1104

August 1391

September 910

They were unable to determine why they used so much water when they knew they were gone for much of the year.

Mrs. Riggs is requesting a refund of the excess water usage charge.

Cape George board.

In January I received a bill for \$97 plus for excess water usage. I told the office that I did not use excess water but I still had to pay bill.

Recently my yard man showed me an outlet with a hose on it by the meter. That was when I realized it wasn't me that used all the water.

The tenants that lived in that house were washing cars a lot. They have been evicted. I'm not sure what the new tenants were using the water for.

I asked the office to send Donny out to see if the outlet was to my meter. He said yes & closed about the outlet.

I feel that I should be refunded the \$97.⁰⁰ plus. I did not use the water.

Thank you

Doris Jensen - Riggs
120 Ridge Dr.
Village

August 29, 2018

Refund request for member in good standing: MUZ001

Member on the waitlist accepted a slip assignment for moorage and paid his marina fees within 30 days.

He failed to purchase a boat and provide documentation within the 60 days allowed. He has forfeited the slip and is to be charged prorated moorage fees during the 60 day waiting period per CP03- 6.4

\$837.00 paid moorage fees
-139.50 for 60 days moorage

\$697.50 requested refund

Ben Fellows – Harbormaster
Terri Brown – Office Administrator

September 11, 2018

To: Board of Trustees

From: Sharon Mitchel, Manager

Subject: Marina Fee Increase proposal

At their September Marina Committee meeting the members proposed the following increases to their fee structure.

Moorage -- \$0.75 per lineal foot increase

Amenity fees –

- no increase for moorage holders,
- \$5 increase for rampage users,
- Begin charging an amenity fee of \$10 for small boats (kayaks & dinghies) stored on racks

Cape George Manager

From: barbbarnhart <barbbarnhart@rocketmail.com>
Sent: Saturday, August 25, 2018 1:03 AM
To: Cape George Manager; ross anderson; 'Brian Ritchie'
Cc: kphabegger@gmail.com
Subject: Re: draft fire hall letter

Oh no! More from HER! ☹️ On our plat map, Tract A looks much bigger than the leased area, which is described in the lease as a rectangle 150 feet long on its N/S sides and 100 feet on its E/W sides. Tract A in its entirety is a bit shy of an acre, and the leased area is about 1/3rd acre. The lease is just for about 1/3rd of the Tract. The extra land (perhaps 2/3rd of an acre) maybe could be subdivided to create two additional lots for sale for homes? Just a thought. About the "lease", if I were the Fire Department, I might raise several affirmative defenses to any litigation brought by Cape George. I would argue laches, estoppel and waiver (we've known of the alleged breach for at least 10 years and have not done anything except occasionally inquire). I might also argue that the transaction was really a gift ab initio because it was not remotely a commercially reasonable rent. My point is that even if it is eventually concluded that litigation is necessary (if they won't yield and we don't want to wait 7 years for the lease expiration) then they would have some prima facie defenses. The case might not be a slam dunk for us. So, negotiation and consensus is the best way assuming we have a reasonable plan for some affordable (I mean, how much \$\$\$\$ do we have to spend on this?) permitted use for the land and the building. If the board wants to go forward with termination negotiations, this would seem to be a time to review insurance and to consult with a real lawyer. I'll shut up now.

On August 23, 2018, at 4:12 PM, barbbarnhart <barbbarnhart@rocketmail.com> wrote:

And besides that, any change in use requires a permit. I think that may mean that asking the fire department to cease using the facility (a change of use) would require a permit. The existing emergency services use (fire) is a C use. You all can read this stuff as well as me. We've got lots more homework to do, I think.

On August 23, 2018, at 4:03 PM, barbbarnhart <barbbarnhart@rocketmail.com> wrote:

I agree with Sharon that it's premature to go to The chief, or The fire commissioners until a more thorough review by The board and finance and legal input. Let the fire district pay the taxes and electric and water bill until we understand more. The Jefferson county building code lists allowed, discretionary and prohibited land uses for the several zoning categories. Our tract A, parcel 940800074, is rural residential 1 DU/ 5 acres. The chart of uses is at Jeff code 18.15.040. I'll deliver a copy to Sharon and each of you may print it out. If a hoped for use is a yes on the chart, that means you may start the permit process. A permit may or may not be approved. If it's a No, it means forget it. If it's a C, it means you can try to get a permit and there may well be a public hearing. See 18.15.035, .040. Any proposed new use is also subject to our covenants. The chart says yes for a house, shed, adu, duplex, care facility for up to 5 persons, a hobby kennel (!), 1 to 3 room b&b, a park and playground or recreational facility (presumably open to the public). that's It for relevant yesses. It says No to an indoor recreational facility. No to Brian's mini storage facility. It says C to a cemetery and to a recreational conference center (clubhouse?). I noticed no other relevant Cs. The septic permit (copy of related docs to Sharon) is dated 1975. In 1986, a report indicates that water use in the facility should be limited (minimize dishwashing) because of potentially precarious septic. No/little area for a reserve drain field and poor soils. Any permit process also involves approval from environmental health department (water, septic). So there you go.

CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

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

05/23/96

Jefferson County Fire Protection District 6
3850 Cape George Road
Port Townsend WA 98368

Gentlemen:

We are in receipt of your May 1, 1996, letter requesting that the property on which the Cape George Station is located be donated to Jefferson County Fire District 6.

The Board has consulted with legal counsel on this matter and determined that they have no authority to deed Club assets unless it is in the best interest of the community. Since there is no benefit to the Club in making this transfer, the Board has no authority to make it.

We appreciate the fine service provided to our community by the district and look forward to our continuing positive relationship.

Sincerely,


Robert J. Marett
President, Board of Trustees

RJM:lc

Received
7/29/96

Jefferson County Fire Protection District 6
3850 Cape George Road
Port Townsend, WA 98368
(360) 385-4721
Fax (360) 385-1133

July 25, 1996

Cape George Colony Club
61 Cape George Drive
Port Townsend, Wa. 98368

Dear Sirs:

Jefferson County Fire Protection District 6 has a 50 year lease with the Cape George Colony Club for the property at 3850 Cape George Road.

It is the desire of the Board of Commissioners of District 6 to purchase the property on which the Station 61 is located at 3850 Cape George Road. We would like the Cape George Colony Club to set a fair market price on this property.

Please consider this request and we hope to hear from you soon.

Sincerely,



TOM AMBURN
Commissioner
Jefferson County Fire Protection Dist. 6.

TA:df

CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

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

08/21/96

Mr. Tom Amburn
Jefferson County Fire Protection Dist. 6
3850 Cape George Road
Port Townsend WA 98368

Dear Mr. Amburn:

We are in receipt of your letter asking Cape George Colony Club to set a fair market price for the property at 3850 Cape George Road in order that the district could purchase it. Currently there is a 50 year lease.

The Board has considered your inquiry and does not feel that it is in the best interest of the Club to sell the property at this time.

We appreciate your interest and will certainly contact you should the Board reconsider this matter in the future.

Sincerely,

CAPE GEORGE COLONY CLUB
BOARD OF TRUSTEES



Linda R. Cooley
President

~~Jefferson Co. Fire Dist. #6~~
~~Cape Geo. Colony Club~~
 Jefferson Co. Fire Dist. #6

SEP 76-0004 No Fee

903 E. Caroline
 Port Angeles, Wash.

OLYMPIC HEALTH DISTRICT
 SEWAGE DISPOSAL PERMIT APPLICATION
 Submit in Duplicate

Permit No. _____
 Builder _____

✓ Courthouse
 Port Townsend, Wash.

Fire Dist. #6 (61 Cape Geo. Pt. P.T. -9403)

Date 2/4/76

OWNER Jefferson Co. ADDRESS Cape Geo. PHONE _____

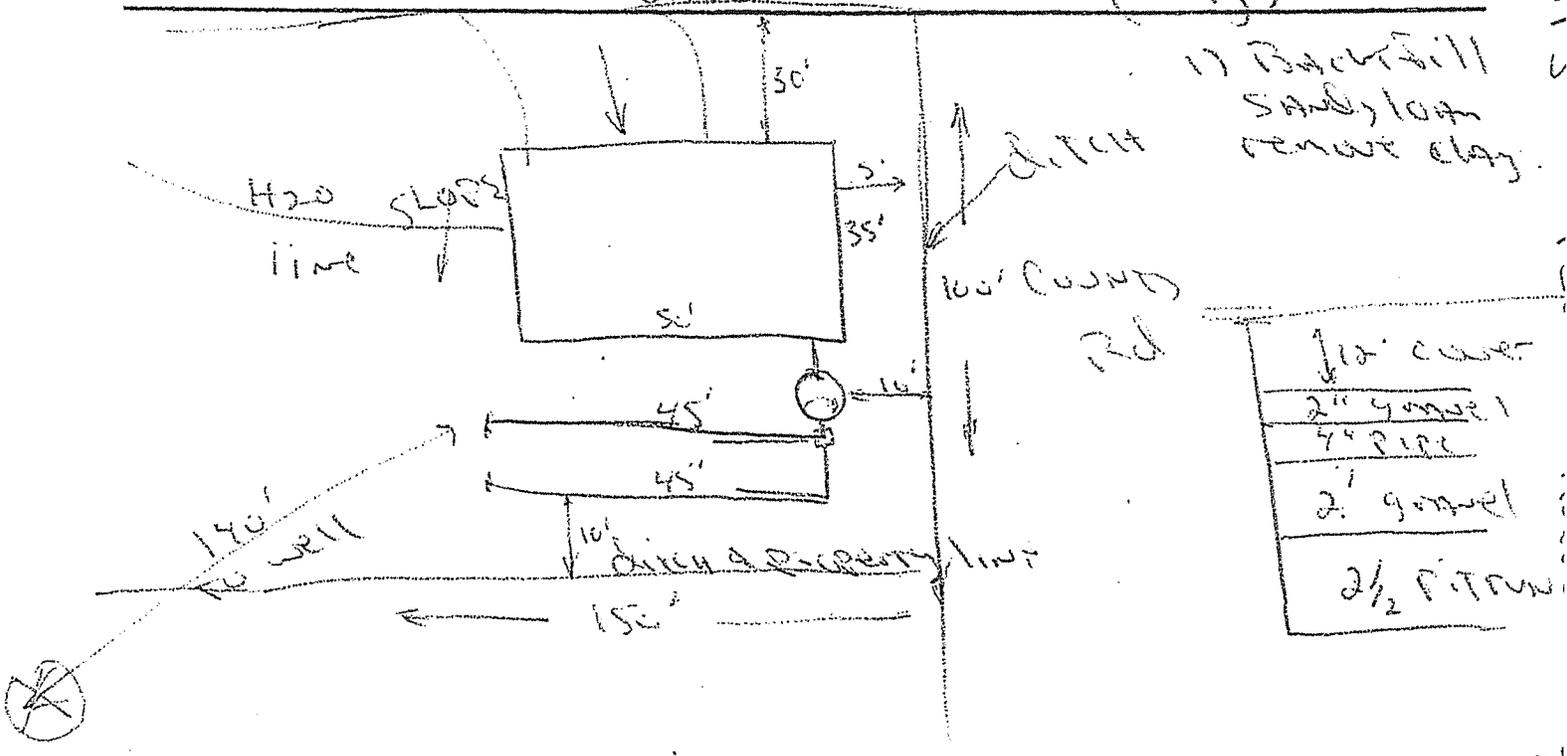
DIRECTIONS FOR LOCATING SITE Cape George Village Div. 4 Tract A

APPLICATION IS HEREBY MADE TO: INSTALL NEW SYSTEM - REPAIR EXISTING SYSTEM _____

TYPE OF BUILDING <u>Fire Hall</u>	NO. OF BEDROOMS <u>2</u>	BASEMENT <u>NO</u>	100 X 150 SITE SIZE	LINDSEY NAME OF INSTALLER
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DRAINFIELD LENGTH 90' WIDTH 2' DEPTH 6" #LINES 2 SEPTIC TANK SIZE 1000

DRAW A DETAILED PLOT PLAN BELOW. SEE INSTRUCTIONS. SOIL TYPE (clay)



ANY CHANGE IN BUILDING OR SEWAGE DISPOSAL PLANS, LOCATION OR SITE, INVALIDATES THIS PERMIT UNLESS PRIOR APPROVAL OBTAINED FROM THE HEALTH DEPARTMENT.

DATE OF INSTALLATION _____ SIGNATURE OF APPLICANT [Signature]

APPROVED _____ DATE 2/4/76 INSPECTED BY [Signature] DATE 2/10/76

SANITARIAN'S COMMENTS: Site inspected & approved in Dec.

I CERTIFY THAT THIS SYSTEM WAS INSTALLED IN THE MANNER APPROVED BY THE HEALTH DEPARTMENT. Study Session Agenda & Information Packet
 DATE 3/16/76
 INSTALLERS NAME _____

176-000-011

SITE EVALUATION REPORT

JEFFERSON COUNTY HEALTH DEPT.

Receipt No: 3136

Service Building
2 Sheridan Avenue
Port Townsend, Washington 98368
(206) 385 - 0722

Fee: \$45.00

Date: 9/8/86

Applicant Virgil See, Fire Chief
Address Jefferson County Fire Dist. #6
3850 Cape George Rd.
Port Townsend, WA 98368

Sec. 13 Twn 30 N Rg 2 W

Cape George Village, Division 4
Legal Description (Div. Blk. Lot)

Telephone 385-2066

Tract A
Directions for locating site (Draw map on back and attach a site plan)

Property size 150' x 100'

Seller

Buyer

THIS REPORT DOES NOT CONSTITUTE APPROVAL OF A BUILDING OR SEWAGE DISPOSAL PERMIT. THOSE PERMITS SHALL BE GRANTED ONLY UPON APPLICATION AND WILL BE REVIEWED IN ACCORDANCE WITH CONDITIONS AND REGULATIONS EXISTING ON THE DATE OF THE PERMIT APPLICATION. THIS REPORT IS NOT A PERMIT APPLICATION.

I request this site evaluation for:

- single family residence/s
Preliminary evaluation for short subdivision

- Evaluation of existing system for remodel and addition of meeting-dining area, kitchen & restrooms
Other

Do not write below this line (For office use only)

A site evaluation of the above property was made on September 9, 1986, by this department and the property has been found:

- ACCEPTABLE - Soil and site conditions are acceptable for installation of a sewage disposal system, as requested above, under existing conditions and regulations.
CONDITIONALLY ACCEPTABLE - Soil and site conditions are acceptable for installation of a sewage disposal system, as requested above, under existing conditions and regulations, provided THE CONDITIONS SET OUT BELOW ARE MET.
UNACCEPTABLE - Soil and site conditions are unacceptable for installation of a septic tank system.

COMMENTS:

These remarks do not constitute approval or denial but just our findings of fact. Our records and a recent visit to the site reveal that the on-site individual sewage disposal system was installed in accordance with the applicable ordinance in effect at the time of installation. As of this date, the system was functioning in an approved of manner. Virgil See, Fire Chief of Fire District 6 indicated that the building addition will not cause significant increase in sewage volume to this system. The building may also be served by the Cape George Sewer District in the near future. However, because:

- This system was originally designed based upon the installation of only two restrooms and no kitchen;
No/little area is available as a reserve drainfield; and
The site has poor soils (clay),

this office recommends:

- 1) Installation of low-water use fixtures and conservative use of water.
2) occasional food service only.
3) Use of single service (disposable) items for food service to minimize dishwashing.

cc: Mike Ajax, Building Department
Steve Cooper, Contractor, 120 S.
Rhododendron Drive, P.T.
09-11-18 Study Session Agenda
& Information Packet

Respectfully,

Jeanne Chao
Jeanne Chao
ENVIRONMENTAL HEALTH SPECIALIST

JEFFERSON COUNTY BUILDING APPLICATION

Jefferson County Permit Center
 Castle Hill Mall
 621 Sheridan St.
 Port Townsend, WA 98368
 206-379-4450

PERMIT #.....:BLD94-0809
 SITE ADDRESS:3850 CAPE GEORGE RD
 :PORT TOWNSEND, WA 98368

DATE RECEIVED.:11/18/94

OWNER.....:JEFF COUNTY FIRE DIST #6
 MAILING ADDR:481 BISHOP HILL RD
 :
 :CHIMACUM WA 98325

PHONE:

CONTRACTOR.:BISHOP BROTHERS CONSTRUCTION
 MAILING ADDR:371 BISHOP HILL RD
 :CHIMACUM WA 98325

PHONE:732-4915

CONTR. LIC #:BISHOBCO93D6 EXPIRATION DATE: 03/25/95

ARCHITECT/...:
 DESIGNER.....:
 MAILING ADDR:
 :

PHONE:

PARCEL NO...:940800074
 LEGAL DESC.:STR 13-30-02 WWM, TAX #
 LOT A, BLOCK , CAPE GEORGE VILL #4

ALT: CON :
 BY: ROF DATE: 11-22-94
 WATER: DATE:
 CAR : DATE:

DESCRIPTION OF IMPROVEMENT: Storage Shed

BUILDING TYPE.....:COM	BEDROOMS---	BATHROOMS--	MAIN FL...:	256 s
TYPE OF IMPROVEMENT:NEW	EXIST.: 0	EXIST.: 0	ADD'L FL...:	0 s
GARAGE/CARPORT.....:	PROP...: 0	PROP...: 0	HTED BSMT.:	0 s
WOODSTOVE.....:	TOTAL.: 0	TOTAL.: 0	UNHT BSMT.:	0 s
UBC OCCUPANCY GROUP:	SEWAGE DISP...:		OTHER.....:	0 s
TYPE OF CONST.....:	WATER SUPPLY.:		CRPT/GAR...:	0 s
UNITS.: 0 STORIES:0	HEAT TYPES.:		DECKS.....:	0 s
DIMENSIONS:16X16	-----MOBILE HOME-----		COMMERCIAL:	0 s
FRAME TYPE:WOOD	MAKE:	YR:	INDUSTRIAL:	0 s
EST COST.\$: 2560	SIZE:		BANK HT...:0	f
PROJ GRP...: 6274			SH SETBACK:0	f

Owner/agent
 Signature: _____

----- FEES -----				
type	amount	by	date	recpt
PRMT \$	54.00	AMW	11/18/94	99279
PLCK \$	35.10	AMW	11/18/94	99279
B.C. \$	4.50	AMW	11/18/94	99279

Date: _____

Issued By: _____

Date: _____

\$ 93.60 TOTAL

18.15.030 Public.

This land use class consists of nonfederal public lands used for special purposes. It includes three districts:

(1) Parks, Preserves and Recreation (PPR). This land use district consists of state and county parks, preserves and recreational sites. It is intended to provide for public recreational opportunities consistent with the rural character of the county and preserve significant natural amenities of special or unique character.

(2) County Waste Management Essential Public Facility (CWMEPF).

(3) Airport Essential Public Facility (AEPF). This land use district consists of land owned by the Port of Port Townsend that directly and indirectly supports operations of the Jefferson County International Airport as an essential public facility. It is intended to promote compatible land uses and the long-term economic viability of the JCIA consistent with county goals regarding essential public facilities, the preservation of rural character, and economic development. [Ord. 8-06 § 1]

Article II. Land Use Regulations – Allowable and Prohibited Uses by Designation

18.15.035 General applicability.

The land use regulations in this section implement the Comprehensive Plan. They are broken down into broad categories which should include almost any type of land use that might be proposed. The use regulations establish standard procedures for all new development. [Ord. 8-06 § 1]

18.15.040 Categories of land use.

Land uses regulated under this code are divided into four categories, as identified in Table 3-1.

(1) Uses Allowed. Uses allowed subject to meeting the applicable performance standards (Chapter 18.20 JCC) and development standards (Chapter 18.30 JCC) and other applicable provisions of this code (including project permit approval, see Chapter 18.40 JCC, if a building or other development permit is required) are designated by a "Yes."

(2) Discretionary Uses. Discretionary uses are certain named and all unnamed uses which may be allowed subject to the applicable development and performance standards (Chapters 18.20 and 18.30 JCC) and an administrative review of potential impacts are designated by a "D" (for "discretionary"). On the basis of the administrative review, the administrator may classify the proposed "D"

use as either an allowed use, a prohibited use, or a conditional use in the particular land use district affected.

Discretionary, "D," uses are subject to a Type II administrative review as specified in Chapter 18.40 JCC. Decisions classifying "D" uses made under this section may be appealed to the hearing examiner (see Chapter 18.40 JCC). The administrator may classify the discretionary use as an allowed "Yes" use in the particular district affected, only if the proposed development:

(a) Complies with the applicable development standards of Chapter 18.30 JCC;

(b) Complies with the performance and use-specific standards unique to the proposed use specified in Chapter 18.20 JCC;

(c) Is appropriate in design, character, and appearance with the goals and policies for the land use designation and district in which the proposed use is located;

(d) Is consistent with the goals and policies of the Comprehensive Plan and the applicable regulations of the Shoreline Master Program if the application involves property located within the jurisdiction of the state Shoreline Management Act, but does not require a shoreline permit;

(e) Will be served by adequate facilities including access, fire protection, water and sewer facilities (municipal, community, or on-site systems);

(f) Does not include any use or activity that would result in the siting of an incompatible use adjacent to an airport or airfield (Chapter 36.70 RCW);

(g) Shall not adversely impact the public health, safety and general welfare of the residents of the county;

(h) Shares characteristics common with but not of significantly greater intensity, density or that generates more environmental impact than those uses allowed in the district in which it is to be located; and

(i) Will not result in impacts on the human or natural environments determined by the administrator to require review as a conditional use.

If the preceding conditions are not met to the satisfaction of the administrator, the administrator may either prohibit the use or require a conditional use permit.

(3) Conditional Uses. All conditional uses are designated by a "C" and may be allowed subject to meeting the applicable development standards (Chapter 18.30 JCC), performance standards unique to the proposed use (Chapter 18.20 JCC), and the criteria for a conditional use permit (Article

VIII of Chapter 18.40 JCC), as provided for in this code. All conditional uses shall be reviewed in accordance with a Type III quasi-judicial permit review process (requiring public notice, written comment and a public hearing) outlined in Chapter 18.40 JCC; except that conditional administrative uses (designated by a "C(a)") may be allowed subject to a Type II administrative permit review process (requiring public notice and written comment, but not a public hearing); and conditional discre-

tionary uses (designated by a "C(d)") may be allowed subject to a Type II permit review process, unless the administrator determines that a Type III permit review process (requiring a public hearing) is warranted based on the project's potential impacts, size or complexity, according to criteria in JCC 18.40.520.

(4) Prohibited Uses. Uses designated with a "No" are not allowed in the applicable land use district.

Table 3-1. Allowable and Prohibited Uses

How To Use This Table

Table 3-1 displays the classifications of uses for land use districts, except for land use and zoning districts in the Irondale and Port Hadlock UGA which are specified in Chapter 18.18 JCC.

The allowability and classification of uses as represented in the table are further modified by the following:

The location may have a multiple designation. This would be true of the Shoreline Master Program, a subarea plan, or an overlay district applied to the location. The Shoreline Master Program (SMP) should be consulted if the location of interest is subject to the SMP jurisdiction. See also Notes 1 to 3 to this table.

All regulations in this code apply to the uses in these tables. To determine whether a particular use or activity can occur in a particular land use district and location, all relevant regulations must also be consulted in addition to this table.

Categories of Uses

Yes = Uses allowed subject to the provisions of this code, including meeting applicable performance standards (Chapter 18.20 JCC) and development standards (Chapter 18.30 JCC); if a building or other development permit is required, this use is also subject to project permit approval; see Chapter 18.40 JCC.

D = Discretionary uses are certain named and all unnamed uses which may be allowed subject to administrative approval and consistency with the UDC, unless the administrator prohibits the use or requires a conditional use permit based on project impacts; see JCC 18.15.040(2) and Chapter 18.40 JCC.

C = Conditional uses, subject to criteria, public notice, written public comment and public hearing procedure; see Article VIII of Chapter 18.40 JCC.

C(a)	=	Conditional uses, subject to criteria, public notice, written public comment, and an administrative approval procedure, but not a public hearing; see Article VIII of Chapter 18.40 JCC.
C(d)	=	Conditional uses, subject to criteria, public notice, written public comment and, at the discretion of the administrator, a public hearing procedure, if warranted, based on the project's potential impacts, size or complexity, according to criteria in JCC 18.40.520; see Article VIII of Chapter 18.40 JCC.
No	=	Prohibited use.

NOTES:

1. All uses must be consistent with the purpose of the land use district in which they are proposed to occur; see the Land Use Element of the Comprehensive Plan. All land uses in all districts must meet the general regulations in Article III of this chapter unless otherwise stated herein.
2. A land use or development proposed to be located entirely or partly within 200 feet of the ordinary high water mark of a regulated shoreline is within the jurisdiction of the Shoreline Master Program, and is subject to the applicable provisions of this chapter and of the SMP, as well as the applicable provisions and permit requirements indicated in this table. Please refer to the Shoreline Master Program for specific use regulations and regulations by shoreline environment.
3. Overlay districts provide policies and regulations in addition to those of the underlying land use districts for certain land areas and for uses that warrant specific recognition and management. For any land use or development proposed to be located entirely or partly within an overlay district, or within the jurisdiction of a subarea plan, the applicable provisions of the overlay district or subarea plan as provided in Articles VI and VII of this chapter shall prevail over any conflicting provisions of the UDC.
4. The assignment of allowed or prohibited uses may not directly or indirectly preclude the siting of "essential public facilities" (as designated in the Comprehensive Plan) within the county. See JCC 18.15.110.
5. Outright uses are land uses or activities which are exempt from the provisions of this Unified Development Code.
6. Land Use Districts:

AG	Agricultural Resource Lands	I	Rural Industrial
AP-20	Prime Agricultural Land	RI	Resource Industrial
AL-20	Agricultural Land of Local Importance	LI/C	Light Industrial/Commercial (Glen Cove)
		LI	Light Industrial (Glen Cove)
F	Forest Resource Lands	LI/M	Light Industrial/Manufacturing
CF-80	Commercial Forest	HI	Heavy Industrial
RF-40	Rural Forest		
IF	Inholding Forest	P	Public
		PPR	Parks, Preserves and Recreation
RR	Rural Residential		
RR 1:5	Rural Residential – 1 DU/5 Acres	UGA	Urban Growth Area
RR 1:10	Rural Residential – 1 DU/10 Acres		[See Chapter 18.18 JCC]
RR 1:20	Rural Residential – 1 DU/20 Acres		
RC	Rural Commercial		
RVC	Rural Village Center		
CC	Convenience Crossroads		

18.15.040

NC Neighborhood/Visitor Crossroads

GC General Crossroads

7. Forest practices (including timber harvesting), except for Class IV, general (see JCC 18.20.160) are regulated by the Washington Department of Natural Resources.

Specific Land Use	Resource Lands		Rural Residential			Rural Commercial				Rural Industrial				Public	UGA	
	AG	CF/RE/IF	1 DU/5 Acres	1 DU/10 Acres	1 DU/20 Acres	Rural Village Center	Convenience Crossroad	Neighborhood/Visitor Crossroad	General Crossroad	RI	LJ/C (Glen Cove)	LI (Glen Cove)	LI/M (Quilcene and Bastiev)	HI	PPR	UGA
Single-Family Housing																
Accessory dwellings units	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	No	No	No		
Caretaker residence (public parks)	No	No	No	No	No	No	No	No	No	No	No	No	No	C(a)		
Co-housing/intentional communities (subject to PRRD overlay in RR districts)	Yes	No	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No	No		
Manufactured/mobile home parks (subject to PRRD overlay in RR districts)	No	No	Yes	Yes	Yes	Yes	No	Yes	Yes	No	No	No	No	No		
Single-family residences	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No	No		
Transient rental of residence or accessory dwelling unit	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No	No		
Duplexes (subject to meeting underlying density requirements)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No	No		
Farm worker housing	See JCC 18.20.030	No	No	No	No	No	No	No	No	No	No	No	No	No		
Multifamily Housing																
Multifamily residential units (3+ units)	No	No	No	No	No	Yes	Yes	Yes	Yes	No	No	No	No	No		
Residential care facilities with up to 5 persons	No	No	Yes	Yes	Yes	Yes	No	No	Yes	No	No	No	No	No		
Residential care facilities with 6 to 20 persons	No	No	C	C	C	Yes	No	No	No	No	No	No	No	No		

See Chapter 18.18 JCC

Specific Land Use	Resource Lands		Rural Residential			Rural Commercial				Rural Industrial				Public	UGA	
	AG	CF/RF/IF and Inholding	RR 1:5	RR 1:10	RR 1:20	Rural Village Center	Convenience Crossroad	Neighborhood/Visitor Crossroad	General Crossroad	Resource-Based Industrial	Light Industrial/Commercial (Glen Cove)	Light Industrial (Glen Cove)	LI/M (Quilcene and Eastview)	HI	PPR	UGA
Nursing/convallescent/assisted living facilities	No	No	C	C	C	Yes	No	Yes	Yes	No	No	No	No	No	No	UGA
Unnamed residential uses	No	No	D	D	D	D	No	D	D	No	No	No	No	No	No	UGA
Accessory Uses																
Home businesses	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	No	No	
Cottage industry (not including recreational marijuana)	C(a)	C(a)	C(d)	C(d)	C(d)	Yes	No	Yes	Yes	No	Yes	Yes	No	No	No	
Hobby kennel	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No	No	No	No	
Commercial Uses																
Animal commercial kennels and catteries	See JCC 18.20.030	C(d)	C(d)	C(d)	C(d)	C(d)	No	No	C(d)	No	No	No	No	No	No	
Automotive service and repair	No	No	No	No	No	Yes	No	Yes	Yes	No	Yes	Yes	No	No	No	
Automotive service and repair (with subordinate auto sales)	No	No	No	No	No	Yes	No	No	Yes	No	No	No	No	No	No	
Bed and breakfast inn (4 to 6 rooms)	Yes	No	C(a)	C(a)	C(a)	Yes	No	Yes	Yes	No	No	No	No	No	No	
Bed and breakfast residence (1 to 3 rooms)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No	
Boat storage, commercial (outside of SMP)	No	No	No	No	No	Yes	No	No	Yes	No	Yes	Yes	No	No	No	
Boat building and repair, commercial	No	No	No	No	No	C	No	No	Yes	No	Yes	Yes	Yes	No	No	
Clinics (medical, dental, and vision)	No	No	No	No	No	Yes	No	Yes	Yes	No	Yes	Yes	No	No	No	
Convenience and video stores	No	No	No	No	No	Yes	Yes	Yes	Yes	No	No	No	No	No	No	
Day care, commercial	C	No	No	No	No	Yes	No	Yes	Yes	No	No	No	No	No	No	
Drinking establishment	No	No	No	No	No	Yes	No	Yes	Yes	No	No	No	No	No	No	
Eating establishment	No	No	No	No	No	Yes	Yes	Yes	Yes	No	C	No	No	No	No	

See Chapter 18.18 JCC

Specific Land Use	Resource Lands		Rural Residential			Rural Commercial				Rural Industrial				Public	UGA	
	AG	CF/RF/IF and Inholding	1 DU/5 Acres	1 DU/10 Acres	1 DU/20 Acres	RVC	CC	NC	GC	RI	Light Industrial/Commercial (Glen Cove)	LI	LJM	HI	PPR	UGA
Sexually oriented businesses	No	No	No	No	No	C	C	No	C	No	C	No	No	No	No	UGA
Small equipment repair, sales and rental services	See JCC 18.20.030	No	No	No	No	Yes	No	Yes	Yes	No	Yes	Yes	Yes	No	No	UGA
Construction contractor, commercial	No	No	No	No	No	Yes	No	No/Yes ¹	Yes	No	Yes	Yes	Yes	No	No	UGA
Food and beverage stands	No	No	No	No	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No	UGA
Gas stations	No	No	No	No	No	Yes	Yes	Yes	Yes	No	No	No	No	No	No	UGA
Golf courses and driving ranges	No	No	C	C	C	No	No	No	No	No	No	No	No	No	C	UGA
Grocery stores and gift shops	No	No	No	No	No	Yes	No	Yes	Yes	No	No	No	No	No	No	UGA
Hotel/motel	No	No	No	No	No	Yes	No	No ²	C	No	No	No	No	No	No	UGA
Indoor entertainment or recreational facility	No	No	No	No	No	Yes	No	Yes	Yes	No	No	No	No	No	No	UGA
Liquor stores	No	No	No	No	No	Yes	No	Yes	Yes	No	No	No	No	No	No	UGA
Lumber yards/building supply and materials	No	No	No	No	No	Yes	No	Yes	Yes	No	No	No	No	No	No	UGA
Marijuana recreational retailer	C(d)	No	No	No	No	Yes	No	Yes	C	No	Yes	Yes	Yes	Yes	No	UGA
Mini-storage facilities	No	No	No	No	No	Yes	No	C/Yes ³	Yes	No	Yes	Yes	Yes	No	No	UGA
Personal and professional services	No	No	No	No	No	Yes	D	D	Yes	No	No	No	No	No	No	UGA
Resorts, master planned (new)	See Article IV of Chapter 18.15 JCC															
Retail sales and services (not including recreational marijuana retail)	See JCC 18.20.030	No	No	No	No	Yes	D	D	Yes	No	No	No	No	No	No	UGA
Vehicle sales, new and used retail (auto and RV)	No	No	No	No	No	C(a)	No	No	No/C(a) ⁴	No	No	No	No	No	No	UGA

Specific Land Use	Resource Lands		Rural Residential			Rural Commercial				Rural Industrial				Public	UGA	
	AG	CF/RF/IF	1 DU/5 Acres	1 DU/10 Acres	1 DU/20 Acres	RVC	CC	NC	GC	RI	LJ/C	LI	LJ/M	HI	PPR	UGA
Veterinary clinics and hospitals	AG	CF/RF/IF														Irondale and Port Hadlock Urban Growth Area
Unnamed-commercial uses	See JCC 18.20.030		No	No	No	D	D	D	D	No	D	No	No	No	No	
Industrial Uses																
Bulk plant or terminal facilities	No	No	No	No	No	No	No	No	No	No	C	C	C	C	No	
Asphalt and concrete batch plants	No	C	No	No	No	No	No	No	No	No	No	No	No	Yes	No	
Heavy equipment sales and rental services	No	No	No	No	No	C(a)	No	No	C(a)	No	Yes	Yes	Yes	No	No	
Heavy industrial, resource-based	No	No	No	No	No	No	No	No	No	C(a)	No	No	No	Yes	No	
Light industrial/manufacturing (not including recreational marijuana processing)	See JCC 18.20.030	No	No	No	No	No	No	No	No	C(a)	Yes	Yes	Yes	No	No	
Food or beverage bottling and/or packaging	See JCC 18.20.030	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes	No	No	
Outdoor storage yards	See JCC 18.20.030	No	No	No	No	No	No	No	No	C(a)	Yes	Yes	Yes	Yes	No	
Recycling center	See JCC 18.20.030	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes	No	No	
Marijuana recreational processor	C(d)	C(d)	C(d)	C(d)	C(d)	No	No	No	No/C ₆	No	Yes	Yes	Yes	No	No	
Mineral extraction activities (without MRL overlay)	Yes	Yes	C	C	C	No	No	No	No	No	No	No	No	No	No	
Mineral extraction activities (w/MRL overlay) (10-acre min. lot size)	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No	No	No	No	
Mineral processing accessory to extraction operations (without MRL overlay)	C	C	C	C	C	No	No	No	No	Yes	C	C	C	Yes	No	
Mineral processing accessory to extraction operations (w/MRL overlay)	Yes	Yes	C	C	C	No	No	No	No	Yes	No	No	No	Yes	No	

See Chapter 18.18 JCC

Specific Land Use	Resource Lands		Rural Residential			Rural Commercial				Rural Industrial				Public	UGA			
	AG	CF/RF/IF	1 DU/5 Acres	1 DU/10 Acres	1 DU/20 Acres	Rural Village Center	Convenience Crossroad	Neighborhood/Visitor Crossroad	General Crossroad	Resource-Based Industrial	Light Industrial/Commercial (Glen Cove)	Light Industrial (Glen Cove)	LI/M	LI	LI/M	HI	PPR	UGA
Warehouse/wholesale distribution center	See JCC 18.20.030	No	No	No	No	RVC	CC	NC	GC	RI	LJ/C	LI	LI/M	LI	HI	PPR	UGA	Irondale and Port Hadlock Urban Growth Area
(Automobile) wrecking yards and junk (or salvage) yards	No	No	No	No	No	No	No	No/Yes ⁷	No/Yes ⁸	No	No	No	Yes	No	Yes	No	No	
Unnamed industrial uses	No	No	No	No	No	No	No	No	No	D	D	D	D	D	D	No	No	
Institutional Uses																		
Essential Public Facilities ⁹	See JCC 18.15.110																	
Airports (w/o airport EPF overlay)	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	
Educational facilities (state owned)	No	No	C	C	C	C	No	C	C	C	C	C	C	C	C	C	No	
Large-scale regional transportation facilities (state owned) (e.g., freeways, ferry terminals)	No	No	C	C	C	C	No	C	C	C	C	C	C	C	C	C	No	
Correctional facilities	No	No	C	C	C	C	No	C	C	C	C	C	C	C	C	C	No	
Solid waste handling and disposal facilities	No	No	C	C	C	C	No	C	C	C	C	C	C	C	C	C	No	
Inpatient substance abuse and mental health facilities	No	No	C	C	C	C	No	C	C	C	C	C	C	C	C	C	No	
Unnamed essential public facilities	See JCC 18.20.030	No	C	C	C	C	C	C	C	C	C	C	C	C	C	C	No	
Public Purpose Facilities																		
Animal shelter	C(d)	C(d)	C(d)	C(d)	C(d)	C(d)	C(d)	C(d)	C(d)	No	No	No	No	No	No	No	No	
Assembly facilities	See JCC 18.20.030	No	C(d)	C(d)	C(d)	Yes	No	C(a)	C(a)	No	No	No	No	No	No	No	No	
College or technical school/adult education facility (not state owned)	See JCC 18.20.030	No	No	No	No	C	No	C	C	No	No	No	No	No	No	No	No	

Specific Land Use	Resource Lands		Rural Residential			Rural Commercial				Rural Industrial					Public	UGA
	Agricultural - Prime and Local	Forest - Commercial, Rural and Inholding	1 DU/5 Acres	1 DU/10 Acres	1 DU/20 Acres	Rural Village Center	Convenience Crossroad	Neighborhood/Visitor Crossroad	General Crossroad	Resource-Based Industrial	Light Industrial/Commercial (Glen Cove)	Light Industrial (Glen Cove)	LI/M (Quilcene and Eastview)	HI Heavy Industrial	Parks, Preserves and Recreation	UGA
Emergency services (police, fire, EMS)	AG	CF/RF/IF	RR 1:5	RR 1:10	RR 1:20	RVC	CC	NC	GC	RI	LJ/C	LI	LJ/M	HI	PPR	UGA
Government offices	C	C	C	C	C	C	No	Yes	Yes	C	C	C	C	C	C	UGA
Library	No	No	No	No	No	Yes	No	Yes	Yes	No	No	No	No	No	C(a)	
Museum	No	No	No	No	No	Yes	No	Yes	Yes	No	No	No	No	No	No	
Parks and playfields	C	C	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Post office	No	No	No	No	No	Yes	Yes	Yes	Yes	No	No	No	No	No	No	
Public works maintenance/equipment storage shops	C	C	C(d)	C(d)	C(d)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	
Recreational facilities	C	C	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Recycling collection facilities	See JCC 18.20.030	C(a)	C(a)	C(a)	C(a)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
School, primary and secondary	See JCC 18.20.030	No	C	C	C	C	No	No	C	No	No	No	No	No	No	
Visitor/interpretive center	No	C(d)	C(d)	C(d)	C(d)	C(d)	No	C(d)	C(d)	No	No	No	No	No	No	
Water/wastewater treatment facilities	No	No	C(d)	C(d)	C(d)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	C(d)	
Cemeteries	No	No	C(d)	C(d)	C(d)	No	No	No	No	No	No	No	No	No	No	
Religious assembly facility	No	No	C(d)	C(d)	C(d)	C(a)	No	C(a)	C(a)	No	No	No	No	No	No	
Unnamed institutional uses	No	No	D	D	D	D	D	D	D	D	D	D	D	D	D	
Small-Scale Recreation and Tourist Uses																
Aerial recreational activities (e.g., balloon rides, gliders)	No	No	C(d)	C(d)	C(d)	C(d)	No	No	No	No	No	No	No	No	No	

See Chapter 18.18 JCC

Specific Land Use	Resource Lands		Rural Residential			Rural Commercial				Rural Industrial					Public	UGA
	AG	CF/R/IF	RR 1:5	RR 1:10	RR 1:20	Rural Village Center	Convenience Crossroad	Neighborhood/Visitor Crossroad	General Crossroad	Resource-Based Industrial	Light Industrial/Commercial (Glen Cove)	Light Industrial (Glen Cove)	Light Industrial/Manufacturing (Quilcene and Eastview)	Heavy Industrial	PPR	UGA
Animal preserves and game farms with dangerous wild animals	No	No	C(d)	C(d)	C(d)	No	No	No	No	No	No	No	No	No	No	UGA
Animal tourist farms with domestic and nondangerous wild animals	See JCC 18.20.030															
Agritourism	See JCC 18.20.030															
Campgrounds and camping facilities, new	See JCC 18.20.030	C(d)	C(d)	C(d)	C(d)	No	No	No	No	No	No	No	No	No	Yes	
Campgrounds, camping facilities and small-scale resorts; expansion of existing facilities	See JCC 18.20.030	C(d)	C(d)	C(d)	C(d)	No	No	No	No	No	No	No	No	No	Yes	
Cultural festival and historic sites, permanent	C(d)	C(d)	C(d)	C(d)	C(d)	C(d)	C(d)	C(d)	C(d)	No	No	No	No	No	Yes	
Equestrian centers	C(d)	C(d)	C(d)	C(d)	C(d)	No	No	No	No	No	No	No	No	No	No	
Outdoor commercial amusement facilities	See JCC 18.20.030	No	C	C	C	Yes	No	No	Yes	No	No	No	No	No	No	
Outdoor archery ranges	No	C(d)	C(d)	C(d)	C(d)	No	No	No	No	No	No	No	No	No	No	
Recreational, cultural or religious conference center/retreat facilities	See JCC 18.20.030	No	C	C	C	C(d)	No	No	C(d)	No	No	No	No	No	No	
Recreational vehicle parks	No	C(d)	C(d)	C(d)	C(d)	Yes	No	No	Yes	No	No	No	No	No	No	
Outdoor shooting ranges	No	C	No	No	No	No	No	No	No	No	No	No	No	No	No	
Outdoor recreational equipment rental and/or guide services	See JCC 18.20.030	No	C(d)	C(d)	C(d)	Yes	Yes	Yes	Yes	No	No	No	No	No	No	
Public display gardens	C(d)	C(d)	C(d)	C(d)	C(d)	Yes	No	No	No	No	No	No	No	No	Yes	

See Chapter 18.18 JCC

Resource Lands	Rural Residential			Rural Commercial				Rural Industrial					Public	UGA	
	Forest - Commercial, Rural and Inholding	1 DU/5 Acres	1 DU/10 Acres	1 DU/20 Acres	Rural Village Center	Convenience Crossroad	Neighborhood/Visitor Crossroad	General Crossroad	Resource-Based Industrial	Light Industrial/Commercial (Glen Cove)	Light Industrial (Glen Cove)	Light Industrial/Manufacturing (Quilcene and Eastview)			Heavy Industrial
Agricultural - Prime and Local	AG	RR 1:5	RR 1:10	RR 1:20	RVC	CC	NC	GC	RI	LJ/C	LI	LJ/M	HI	PPR	UGA
Unnamed utility uses	D	D	D	D	D	D	D	D	D	D	D	D	D	D	UGA
Agricultural and Forestry Uses															
Agricultural activities and accessory uses															
Aquacultural uses and activities (outside of shoreline jurisdiction)	Yes	Yes	Yes	Yes	No	No	No	No	No	No	No	No	No	No	No
Aquatic plant and animal processing and storage	See JCC 18.20.030	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes	No	No
Lumber mills and associated forestry processing activities and uses	See JCC 18.20.030	No	No	No	No	No	No	No	Yes	No	No	No	Yes	No	No
Marijuana Recreational Producer	Yes	C(d)	C(d)	C(d)	No	No	No	No	Yes	Yes	Yes	Yes	Yes	No	No
Nurseries	Yes	C(d)	C(d)	C(d)	Yes	No	Yes	Yes	No	No	No	No	No	No	No
Unnamed agricultural and forestry uses	D	D	D	D	No	No	No	No	No	No	No	No	No	No	No

See JCC 18.20.030

See Chapter 18.18 JCC

- ¹ Four Corners only
- ² Hotel/motels are not allowed in NC districts, except for Discovery Bay
- ³ Chimacum and Four Corners, existing only
- ⁴ SR 19/20 only
- ⁵ Four Corners only
- ⁶ Ness Corner only
- ⁷ Four Corners, existing only
- ⁸ Ness Corner, existing only
- ⁹ Classification of EPF uses within appropriate districts are advisory only, subject to provisions of Article V of Chapter 18.15 JCC [Ord. 4-15 § 2 (Att. A); Ord. 3-12 § 1 (Exh. H); Ord. 8-06 § 1]

18.15.045 Unnamed uses.

This code recognizes that not every conceivable use can be identified and that new uses may evolve over time. Furthermore, it establishes the administrator's authority to review proposed "unnamed" uses for similarity with other uses listed in this code and to ensure consistency of the proposed use with the applicable district. When a use is not specifically listed in Table 3-1 (or, if proposed within the Irondale and Port Hadlock UGA, in Chapter 18.18 JCC), it shall be reviewed as a discretionary "D" use by the administrator, using a Type II process specified in Chapter 18.40 JCC. The administrator shall use the criteria contained in JCC 18.15.040(2) to determine and establish whether the proposed unnamed use shall be classified as an allowed use, a conditional use, or prohibited within the applicable district. [Ord. 8-06 § 1]

18.15.050 Multiple designations.

Some properties or developments may be subject to the regulations for two or more applicable land use districts, shoreline environments, or overlay districts. [Ord. 8-06 § 1]

18.15.055 Allowable residential density.

(1) The maximum allowable residential density for all parcels is shown on the official maps of the Jefferson County Comprehensive Plan.

(2) The maximum allowable density reflects the general intent of the Comprehensive Plan and should be allowed unless maximum density would exceed site capabilities or unless it would thwart other applicable county land use regulations.

(3) The residential densities specified on the official maps shall not constitute and shall not be construed as minimum lot sizes. If specific site considerations dictate a lower density than that shown on the official maps, the county shall have authority to impose a lower density. [Ord. 8-06 § 1]

18.15.060 Development standards and use limitations.

All uses are subject to certain bulk and dimensional standards, such as setbacks and off-street parking requirements. These standards are specified in Chapter 18.30 JCC and supplementary standards for land uses in the Irondale and Port Hadlock UGA are identified in Chapter 18.18 JCC. [Ord. 8-06 § 1]

18.15.065 Criteria for site-specific redesignations and master planned resort approval.

The criteria for decision-making on these actions are specified in Chapters 18.40 and 18.45 JCC. [Ord. 8-06 § 1]

18.15.070 Application, notice, and appeal requirements.

The requirements to file an application, the administrative processes for handling the application, and appeal procedures, are specified in Chapter 18.40 JCC. [Ord. 8-06 § 1]

18.15.075 Variances from standards.

Variances to performance standards of Chapters 18.20 and 18.30 JCC may be requested in accordance with the requirements of Chapter 18.40 JCC. [Ord. 8-06 § 1]

18.15.080 Change of use.

Any time a change of use occurs within an existing building or structure, such uses shall only be allowed if consistent with the uses allowed in the applicable land use and zoning district as specified in this chapter or Chapter 18.18 JCC and if such uses meet the applicable performance standards of Chapter 18.20 JCC and the development standards of Chapter 18.30 JCC unless waived by the administrator. [Ord. 8-06 § 1]

**Article III. Land Use Regulations –
General Provisions****18.15.085 Applicability.**

The regulations in this article apply to all land uses in all districts unless stated otherwise. [Ord. 8-06 § 1]

18.15.090 Archaeological and historical site protection.

(1) When an application for development is received for an area known to be archaeologically or historically significant, no action shall be taken on the application and the applicant shall not initiate any excavation or development activity until the site has been inspected by a qualified archaeologist, historian, or architect, as appropriate, designated by the administrator.

(2) If during excavation or development of a site an area of potential archaeological significance is uncovered, all activity in the immediate vicinity shall be halted, and the administrator shall be notified at once.



Olympic Peninsula Division
 lakesideindustries.com
 P.O. Box 728 / Port Angeles, WA 98362
 ph: 360.452.7803 / fax: 360.457.7932
 Washington Contractor License No. LAKESI*274JD
 Oregon Contractor License No. CCB 108542
 Equal Opportunity Employer

PROPOSAL CONTRACT AGREEMENT

To: Cape George Colony	Contact: Sharon Mitchel
Address: 61 Cape George Dr. Port Townsend, WA 98368	Phone: 360-385-2208
	Fax:
Project Name: Cape George Colony - 2018 Road Repair	Bid Number:
Project Location: Cape George Colony, Port Townsend, WA	Bid Date: 8/30/2018
Attachments: Lakeside Provisions Washington.pdf	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1-7	Prepare and pave 7 sections in various locations throughout Cape George Colony.	1.00	LS	\$7,450.00	\$7,450.00
9	Install speed bump on Marina Dr.	1.00	LS	\$1,250.00	\$1,250.00

Notes:

- **Approximate Total (Plus sales tax where applicable)** Total price to be based on actual quantity or measured unless otherwise specified.
- Price Excludes: Layout, Survey, or Engineering; Erosion Control; Utility Location and/or Adjustment; Utility Patching; Premium Pay for Night, Holiday, or Weekend Work; Prime Coat; Insurance Premium over Standard Insurance; Base Repair; Temp Ramp Placement/Removal; Grinding; MTD/V; Cleaning Between Lifts; Tax; Permits; Bond; Testing; Sawcutting; Curbing; Concrete Protection; Crack Sealing; Seal Coat; Striping.
- Bid based on approved contract; This proposal to be a part of all contract documents.
- **Lakeside Industries** is not responsible for designed cross slopes of less than 1% that hold water after paving is complete.
- Price based on current petroleum cost. Price escalation to be linked to the WSDOT asphalt binder index.
- **Lakeside Industries Inc.** proposed prices herein assume that **Lakeside Industries Inc.'s** work hereunder will be substantially complete on or before: **Oct. 30, 2018.**
- Unless Contracting Party has signed and returned this Agreement with in thirty (30) days of the date first stated above, **LAKESIDE INDUSTRIES'** proposal shall be null and void.
- CONTRACTING PARTY'S SIGNATURE ON ONE COPY RETURNED TO **LAKESIDE INDUSTRIES INC.** WILL RENDER THIS A LEGAL CONTRACT FOR THE PERFORMANCE OF THE ABOVE WORK. CONTRACTING PARTY'S SIGNATURE ALSO ACKNOWLEDGES RECEIPT OF **LAKESIDE INDUSTRIES INC.** NOTICE TO CUSTOMER' STATEMENT ATTACHED HERETO.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Lakeside Industries - Olympic Peninsula Division</p> <p style="text-align: right;"><i>Mike Thomas</i></p> <p>Authorized Signature:</p> <p>Estimator: Mike Thomas (360) 452-7803 Mike.Thomas@lakesideindustries.com</p>
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General Provisions

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

2. ACCEPTANCE. Unless Contracting Party has signed and returned this Agreement to Contractor within thirty (30) calendar days of the date first stated on the front page hereof, Contractor's proposal shall be null and void. Contractor hereby objects to any conflicting, additional and/or different terms contained in any proposal or other writing issued by Contracting Party for purposes of accepting the proposal set forth herein and the same shall not become a part of this Agreement unless agreed upon in writing by Contractor and Contracting Party.

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

4. CREDIT VERIFICATION. This Agreement is subject to Contractor's verification of Contracting Party's credit and Contractor's determination that such credit is adequate or satisfactory to Contractor. Contractor reserves the right to withdraw its proposal (without any legal recourse by Contracting Party) should Contractor reasonably determine that such credit verification is unsatisfactory or inadequate. Contractor shall have the continuing right to approve of Contracting Party's credit and may at any time demand advance payment, satisfactory security or a guarantee of prompt payment. If Contracting Party is either unable or unwilling to give the payment, security or guarantee demanded, Contractor may terminate this Agreement, refuse to deliver any goods and/or perform work and Contracting Party shall become liable to Contractor for all unpaid costs.

5. TERMS OF PAYMENT. Unless otherwise provided for herein, payment shall be due to Contractor within ten (10) days of the date of any invoice issued by Contractor to Contracting Party. Interest shall accrue on all overdue invoices at the rate of 1-1/2% per month (18.00% per annum) or the highest rate allowed by law, with such changes occurring from the first date the invoice became due until the date payment is ultimately received by Contractor.

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

7. CHANGES. Contracting Party, without invalidating the Agreement, may order changes in the scope of the work provided for by this Agreement, with the cost of the work and the time to complete such work being adjusted accordingly. Such changes in the work shall be authorized only by written change order and mutually agreed to and signed by Contracting Party and Contractor.

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

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

10. DELAYS. If Contractor is delayed at any time in the commencement or progress of the work by any act or neglect of Contracting Party, or by any employee or agent of Contracting Party, or by any separate contractor or supplier employed by Contracting Party, or by changes ordered in the work by Contracting Party, or by labor disputes, fire, abnormal adverse weather conditions, force majeure, unusual delay in transportation, fuel, material, or labor shortages or unavailability, action or inaction of public authorities not arising out of the fault of Contractor, casualties or any other causes beyond Contractor's reasonable control, then the Contract Time shall be extended by change order for a period of time reasonably necessary to alleviate the effect of such events on Contractor. Delays beyond Contractor's reasonable control shall be compensable to Contractor and such equitable adjustment of the

Contract Price shall be made by change order. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

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

12. TERMINATION FOR CAUSE. Contractor has the right to terminate this Agreement if Contracting Party fails to comply with any of the other provisions herein; provided, further, Contractor may terminate this Agreement in the event of the happening of any of the following: (a) Contracting Party fails to timely pay Contractor pursuant to the terms herein; (b) insolvency of Contracting Party or Contractor; (c) any act of bankruptcy by Contracting Party under any provision of the Federal Bankruptcy Act or filing by Contracting Party of a voluntary petition under any law providing for relief from the claims of creditors; (d) the filing of an involuntary petition to have Contracting Party adjudicated as bankrupt under the Federal Bankruptcy Act or for reorganization of Contracting Party under that Act or under any law providing for relief from the claims of creditors which is not vacated within thirty (30) days from the date of such filing; (e) the appointment of a receiver or trustee for Contracting Party or Contractor which is not vacated within thirty (30) days from the date of such appointment; (f) the execution by Contracting Party or Contractor of an assignment for the benefit of creditors; or (g) any other event occurring which under the applicable law would entitle Contractor to cancel and terminate this Agreement. Such termination shall not prejudice any claims that either party may have against the other.

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

14. WARRANTIES. Contractor warrants and guarantees all work and/or materials provided under this Agreement shall be of good quality and workmanship, free from faults and defects and in conformance with this Agreement. Contractor further agrees, at Contractor's sole option, to make good, at its own expense, any defect in materials or workmanship which may appear within one (1) year of Contractor's substantial completion of its work hereunder. EXCEPT AS OTHERWISE PROVIDED HEREIN, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND NONE SHALL BE IMPLIED BY LAW. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, vandalism or normal wear and tear under normal usage. Contracting Party agrees that oral agreements, statements and representations made by Contractor, its employees or its agents shall not constitute a warranty of any kind.

15. TIME LIMITATION ON CLAIMS. Any action arising out of Contracting Party's purchase of materials or Contractor's provision of services to Contracting Party, including any action arising under this Agreement, must be commenced within one (1) year after substantial completion of Contractor's work hereunder, and no such action may be maintained, and shall be barred, which is not commenced within such one-year period.

16. LIMITATION OF LIABILITY. Contractor's sole liability and Contracting Party's sole and exclusive remedy for any and all damages, special, direct, incidental or consequential, sustained by Contracting Party or others arising of Contractor's performance of this Agreement shall be limited to correcting defective work. In no event shall Contractor be liable to Contracting Party or

any third party for more than the amount of Contractor's proposal. Contractor shall not have any liability to Contracting Party for lost profits, consequential, special, indirect or incidental damages based upon a claim of any type or nature.

Under no circumstances shall Contractor be liable for (i) damage to or breakage of underground pipes and/or conduits and cables not visible from the surface of the ground nor for any damage to approaches (including sidewalks) from the street to the property line; (ii) damage to the completed pavement surface due to the action of petroleum product spillage; (iii) subgrade failure or utility ditch failure; or (iv) growth of horsetail weed, morning glory, deep-rooted ferns or perennials subsequent to the application of soil sterilization (weed killer) that have not reached maturity prior to such application. Any soil sterilization provided for in this Agreement shall be applied at the rate specified by the manufacturer thereof.

17. DISPUTE RESOLUTION/ATTORNEYS' FEES. Contracting Party and Contractor agree that all claims, collections, disputes, or other controversies arising under this Agreement or related hereto, shall be settled by and subject to litigation, or at the sole choice of the Contractor, binding arbitration with a single arbitrator pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"). Any such arbitration shall be commenced by the Contractor delivering a written demand for arbitration to the AAA, and a copy of such demand shall be delivered to the Contracting Party. Contracting Party and Contractor agree that the location of any such arbitration proceeding shall be at the Seattle, Washington AAA office. Any arbitration award by the arbitrator who shall be an attorney with significant construction law experience, shall be final and binding on the parties and subject to confirmation and reduction to judgment pursuant to RCW 7.04 in the King County Superior Court. In any such litigation, the proper venue and jurisdiction shall be the Superior Court of King County located in Seattle, Washington. In any litigation or arbitration, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and consultant costs, including on appeal.

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

19. SEVERABILITY. In the event that any paragraph, part, term, or condition of this Agreement is construed or held to be void, invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remaining paragraphs, parts, terms and conditions of this Agreement shall not be affected and shall remain in full force and effect.

20. VOLUNTARY CONTRACT. Each of the parties to this Agreement has carefully read and fully understands the terms and conditions hereof, has had

full opportunity to consult with legal counsel regarding its meaning and effect, and is entering into this Agreement freely and voluntarily, through a representative who is fully authorized and empowered to sign on its behalf.

21. INSURANCE. Contractor shall maintain at all times during the course of this agreement, insurance covering claims from third parties due to bodily injury including death, and property damage resulting from Contractor's performance of operations under this agreement. The minimum amount of insurance to be maintained shall be \$1,000,000 each occurrence and aggregate (including completed operations) of general liability coverage.

22. DIFFERING SITE CONDITION. To the extent the Contractor encounters subsurface or concealed conditions which differ materially from that actually known by Contractor or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Agreement, then the Contractor shall, within a reasonable time, give notice thereof to the Contracting Party. The Contracting Party shall promptly investigate such conditions. If the Contracting Party agrees that such conditions differ materially and cause an increase in cost or time, Contracting Party shall adjust the Contract time accordingly and compensate Contractor for the increase in the Cost of the Work.

23. FORCE MAJEURE. Contractor shall not be liable for any damages resulting from any delays or failure to perform arising from any cause not reasonably within Contractor's control; strikes; shortage of labor, transportation, raw materials or energy sources; fire; earthquake; flood; war; terrorist attack; or acts of God.

24. ENTIRE AGREEMENT. Contracting Party and Contractor intend that the proposal and those terms and conditions on the front page hereof and these General Provisions shall constitute the final, complete and exclusive Agreement between the parties. This Agreement supersedes all other prior or contemporaneous agreements, investigations, representations, understandings and promises, oral and/or written, by or between the parties with respect to the subject matter hereof. Contracting Party further acknowledges and agrees that in entering into this Agreement, Contracting Party has not and is not relying upon any contemporaneous agreements, representations, understandings and promises, oral and/or written, made by Contractor. No course of dealings between the parties shall be relevant or admissible to explain, supplement or vary the terms of this Agreement. No amendment or modification of this Agreement shall be effective or binding upon the parties unless made in writing and executed by Contracting Party and Contractor.

State of Washington

NOTICE TO CUSTOMER(RCW 18.27.114)

Lakeside Industries, Inc. is registered with the State of Washington, Registration No. LAKESI*274JD, and has posted with the state a bond or deposit of \$12,000 for the purpose of satisfying claims against Lakeside Industries for breach of contract including negligent or improper work in the conduct of Lakeside Industries' business. The expiration date of Lakeside Industries' registration is July 31st.

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

This bond or deposit is not for your exclusive use because it covers all work performed by Lakeside Industries. The bond or deposit is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

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

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

YOUR PROPERTY MAY BE LIENED.

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

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

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

I have received a copy of this disclosure statement.

Contracting Party Name: _____

Cape George Manager

From: Cape George Manager <manager@capegeorge.org>
Sent: Friday, September 07, 2018 4:46 PM
To: Larry Southwick
Cc: Cape George Manager
Subject: Highway Specialties bid

I just talked with Highway Specialties.

72" speed humps	\$105
Hardware	10
Under hardware pads	15
Total per section	\$135.00

24" signs @ \$44 each

We would need 3 sections of 2 ½" X 12" speed humps and 2 signs for a total of \$538 incl tax. They have the product in stock so we could take a look at it if we'd like. The vendor did mention that since these are removable, we could pick them up in the coldest parts of winter so they aren't damaged by the snow plow.

Cape George Colony Club
Sharon Mitchel, Manager
manager@capegeorge.org
360-385-2208

Memo

To: Board of Trustees
From: K. Krug, Treasurer
Cc: S. Mitchel, Manager
Date: September 8, 2018
Re: Change to Water Conservation Pricing (CP08b)

The Water Conservation Pricing Program was established in October 2006. The levels and prices in that program have not been changed since. The existing prices are:

0 – 91,250 GPY	(0-250 AGPD)	Included in base water charge
Between 91,251 – 182,500 GPY	(251-500 AGPD)	\$2.50 per 1,000 gallons
Over 182,501 GPY	(> 500 AGPD)	\$3.50 per 1,000 gallons

In fiscal year 2017 (charged in January 2018) there were 21 Members who were charged for excess water usage per the above schedule. Only 2 of those Members were charged at the \$3.50 level with the remaining 19 charged at the \$2.50 level.

In 2016 the Department of Ecology granted Cape George the right to use up to 192 acre feet of water per year. This translates to about 62 million gallons of water. While this seems like a nearly unlimited supply of water, if all 662 equivalent lots at Cape George used the full 250 gallons of water per day every day we would use 60 million gallons of water. The 60 million gallons does not include water used in the Clubhouse, pool, marina or any common area and of course many Cape George households don't even use the base 91,250 gallons per year.

The aquifer that supplies Cape George's wells has always proven a plentiful and reliable source of water and it is expected to remain so far into the future. The increasing importance of water and limitations being placed on its use through Washington suggests that conserving water should always be a strategy for sound water management. With that in mind, **the following changes are recommended to the Water Conservation Pricing Program (Rule CP08b) to be effective starting on January 1, 2019:**

0 – 91,250 GPY	(0 - 250 AGPD)	Included in base water fee
Between 91,251 – 146,000 GPY	(251 - 400 AGPD)	\$2.50 per 1,000 gallons
Between 146,001 and 182,500 GPY	(401 - 500 AGPD)	\$3.50 per 1,000 gallons
Over 182,500 GPY	(> 500 AGPD)	\$5.00 per 1,000 gallons

Had the above pricing been in effect for fiscal year 2017 (charged in 2018) 2 lots would have moved into the \$5.00 tier; 3 lots would have been in the \$3.50 tier and the remaining 16 lots would have stayed in the \$2.50 tier. It is too early in the year to speculate about the amount of excess water used in 2018. This change would not impact pricing tiers for water used in 2018.

This recommended change is not about revenue generation but rather suggested to raise awareness of water usage and was discussed at Water Committee on September 3, 2018. A copy of the proposed CP08b is attached.

RULES AND REGULATIONS -- USE OF CLUB PROPERTY

WATER CONSERVATION PRICING (PROPOSED)

Since 2006 Cape George has followed a Board approved Water Conservation Pricing Program. An essential part of this program was to establish, per national, regional and local guidelines, a daily water usage not to exceed 250 gallons per day (GPD) on an annual basis. This daily water usage is equal to 91,250 gallons per year (GPY).

Water usage over that 91,250 GPY is accessed varying surcharges. Effective January 1, 2019 the annual surcharge for usage over 91,250 GPY will use the following overage calculation:

Usage between 91,250 GPY and 146,000 GPY will be charged \$2.50 per 1000 gallons;
Usage between 146,001 and 182,500 GPY will be charged \$3.50 per 1000 gallons; and
Usage over 182,500 GPY will be charged \$5.00 per 1000 gallons

Example:

At the end of the year a member has used 220,000 gallons

0 - 91,250 GPY	No Charge (included with annual basic water fee)
91,251 – 146,000 GPY	54,750 chargeable usage, 55 x \$2.50 = \$137.50
146,001 – 182,500 GPY	36,500 chargeable usage, 37 x \$3.50 = \$129.50
More than 182,500 GPY	37,500 chargeable usage, 38 x \$5.00 = <u>\$190.00</u>
	Total annual surcharge \$457.00

To keep members informed of water usage water meters shall be read at least monthly and the information reviewed by the Cape George Manager. Members will be notified if their usage is excessive for two consecutive months or in excess of 500 gallons per day for the reporting month.

Approved at Board of Trustees Meeting, _____

Katie Habegger, President

Joel Janetski, Secretary

NOTE: 91,250 GPY = average 250 gallons per day;
146,000 GPY = average 400 gallons per day;
182,500 GPY = average 500 gallons per day.

The changes proposed below attempt to incorporate the sense of the committee and the manager after the Building Committee meeting on Aug 22. In addition, as indicated, some language has been deleted as unnecessary. Additions are in **bold**.

4.11 TEMPORARY QUARTERS: ~~Only Single Family Residences on Lots may be inhabited. The only exception to this regulation is that the Club Manager may give written authorization to use a Recreational Vehicle as temporary living quarters for a maximum period of~~ **up to six months** while a Single Family Residence is being constructed pursuant to a valid Club Building Permit. ~~Tents shall not be used as living quarters under any circumstances.~~ **The Manager may extend such authorizations for additional periods of up to 6 months each.**

6.2 ~~PERC HOLES~~ **SEPTIC SOIL EVALUATION: A Cape George Earth Works Permit must be obtained before septic soil evaluation may be conducted upon any property. Within ten (10) days after completion of the evaluation, all perc evaluation holes are to be filled in properly and the Building Committee Chair notified of the completion.** ~~within ten (10) days after completion of the perc test. If such holes are not filled, the Club Manager will order them filled at owner's expense.~~

7.1 FENCES, HEDGES, RETAINING WALLS: A permit is ~~not~~ required to plant a hedge or to build a fence, including an electrical fence, or a retaining wall ~~unless if such~~ **hedge, fence, or wall** requires excavation on or adjacent to the Club's right of way. The maximum permissible height for fences and hedges is 8 feet.

7.4 STORAGE: Lot owners may store certain personal property on their lots if ~~(1) the owner maintains the stored property in a clean, neat well-kept manner, and either (1) the lot has been improved by a residence, and if~~ **or (2) the owner of a vacant lot resides on an adjoining lot, and (3) if the owner maintains the stored property in a clean, neat well-kept manner.** The following property may be stored: neatly stacked firewood, a recreational vehicle, boat, and serviceable vehicle as defined in RCW 46.55.010 and PP0812 ~~(97)~~. Commercial vehicles shall not be stored on any lot.

[Andersen reordered for clarity]

[8 – Building Permits – Sharon called to confirm the current title.]

(c) ~~An~~ **Certificate of Occupancy** permit must be issued by Jefferson County

RECEIVED AUG 28 2018

8/26/18

Cape George Colony Manager,

This is a summary of the Nieuwsma's viewpoint and plan to alleviate the tree issue with the neighbors on S. Palmer on the hill above us.

Please note: New clear cuts around here make me cry. Losing the 400 y/o tree on the top of Sunset should never have happened. Killing anything is morally wrong.

- Our trees are at nearly 50 years old and were topped longggg ago. They are all healthy.
- Have trimmed them 4x in 5 years after at least 1 1/2 years with no maintenance before we owned
- Worked with both homeowner couples several times previously to trim and they said they were happy when each job was complete
 - Two times asked Krafts to help pay (Kennedy's did help) and although they said they would they didn't come through. Kennedy's paid once we helped (bad tree guys - spikes!!).
- We are willing to trim again but note that our neighbors seem difficult to make happy this time (at least we assume so since they will not talk directly to us)

- Office offered arbitration Nieuwsmas said OK, but others both declined.

- To comply with no foliage above 8ft means we will have to remove lower trees that do not block the view except of the back of our house and currently block light coming from those same lower side Palmer houses over us and our neighbors here on Sunset.
 - The tall trees are not mingling branches if the smaller trees are removed.
- Note: there is an approximate 8' difference between our flat backyard and the Kennedy's. Additionally, the area below the trees is our drainfield and the area above the trees (I believe) is the Kennedy's drainfield. Below the drainfield by another 9' is our driveway

- Several people have noted a retaining wall would be required if we remove even only some of the trees. We will verify this with the geologist

- Working with heavy equipment on top of our drainfield is not possible

PLAN (some are done or in work)

- Meet with Sharon to establish rules and required actions to avoid penalties

- We have had 2 meetings so far, one at the house prior to the arborists visits

- Get several bids from registered arborists

- We have 2 but one guy won't give us a firm estimate, may try one more

- Meet with a geologist and obtain a report on hill stability in regard to our trees before removing any

- Message left for one local guy 8/22 but no response yet, will try another this week

- Pending geologist report, complete work per initial bid (Fields) or modified bid retaining lower trees but trimming for health

- Continue to trim every 2 years or so.

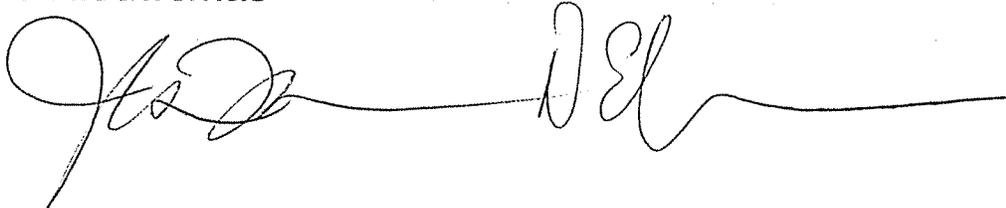
Need assurance in writing from the office that this will not continue to be an office/291 Sunset problem if we comply with the plan.

Need signed approval for trimmers to go into Kennedy's backyard and remove debris.

We'll let you know when there are updates regarding this correspondence.

Thank you

The Nieuwsmas



Field's Tree Care LLC
 8155 Husky Ln Ne
 Kingston, WA 98346 US
 (360) 994-0166
 Fieldstrecare@gmail.com

ESTIMATE

ADDRESS

Dan Nieuwsma
 291 Sunset Blvd
 Port Townsend, WA

ESTIMATE # 1395

DATE 07/15/2018

EXPIRATION DATE 10/15/2018

ACTIVITY	QTY	RATE	AMOUNT
Arborist Removal & Pruning	1	2,000.00	2,000.00T
Removal of 2 Douglas Firs on each side of large Grand Fir.			
-Chip and haul away brush			
-Haul away all large wood			
-Cut stumps to ground level			
Pruning			
1. Row of trees on right side fence			
-deadwood removal			
-reducing length of longest branches			
-thinning			
2. Row of trees on back fence line			
-Thin out upper portion of large Grand Fir for view and for load/weight reduction			
-Reduce new growth on clump of Cedars			
-Thin out upper portion of large Douglas Fir for view and reduce longest branches for load/weight reduction			
Chip and haul away all brush			

SUBTOTAL	2,000.00
TAX (9%)	180.00
TOTAL	\$2,180.00

Accepted By

Accepted Date

Cape George Manager

From: Maegan Sale Kennedy <mvs14@gmail.com>
Sent: Wednesday, August 22, 2018 1:30 PM
To: Cape George Manager
Subject: Hedge Dispute

Dear Sharon, Cape George Colony Club, Cape George Homeowner's Association, et al,

Thank you for the "update" regarding the on-going hedge dispute.

The board/association, confirmed the violation in May/June. It seems that, although the Nieuwsma's are in clear violation, and have been cited and fined (if July's letter is correct), that neither the CGCC nor the CGHA will act on our behalf. All I see is the enablement of the Nieuwsma's excuses and blatant procrastination.

The original hedge was planted as a hedge; it is now a forest.

Improper maintenance and windowing, and previous neighbor feuds exacerbated the situation. We have repeatedly asked for the Nieuwsma's to maintain and/or remove the hedge over the past four years. We have also paid for all trimming and pruning, in an attempt to be good neighbors.

We finally filed a formal complaint in May. The board confirmed that they are in gross violation. A lawyer contacted by the board made it clear that the so-called hedge is considered a structure.

This is now a matter that needs to be resolved between the CGCC/CGHA and the Nieuwsma's. NOT the Kennedy's and the Nieuwsma's. We are past that.

After months of emails, in-person visits to the office, phone calls, etc., this has grown beyond tiresome and petty. I realize that CGHA encourages mediation, but we've been on the (losing) financial receiving end for four years. It's time for the board and association to assume responsibility.

Frankly, I don't care how many arborists, soil experts, environmentalists, wall-builders, geologists, civil engineers, seismologists, anthropologists, or any other "ists" they hire.

They need to fix this.

I still have no idea what they plan to leave or take out. What is a "grand fir"? I can only presume it is the absolutely huge one. If they actually (eventually) remove a tree or two, are we going to have to go through this idiocy every year when they grow back?

Adding to the list of what I don't care about is killing a few trees, which are a danger to their property and ours, if and when they fall.

I love trees, too. But these are not exactly endangered redwoods...

That being said, under no circumstances will my husband or I sign an indemnity clause or waiver, or whatever they choose to label it. It's their yard, their property, and their problem. I find it ludicrous, not to mention insulting, that we are supposed to sign an indemnity contract for THEIR HEDGE! Is this a Kafka novel? Should we ask them to sign a waiver because their hedge can potentially fall on our house and property due to their negligence? Should we ask them to pay for trimming our own trees?

We trim and maintain the trees, bushes, shrubs, hedges, ground cover, flowers, etc. in our yard for cosmetic purposes, respect for our neighbors, and adherence to the covenants. We do not ask our neighbors' assistance in this matter. I expect the same from the Nieuwsma's.

For reference purposes, please see Deed Record 573554, pg. 10, for the revised covenants filed on 12/11/12. Legally, these covenants attach to every property sold in the Cape George Colony.

Section, 2, 2.7 "Hedge"

"A row of vegetation, commonly having commingled foliage, which has been planted or permitted to flourish so this it has the effect of demarking part or all of a boundary or creating visual screen."

Section 3, 3.3, "Maintenance Obligations"/"Private Property"

"Members must maintain their Lots and Permitted Structures, including paint, hedges, lawn, and landscaping...The Club reserves the right to correct non-conforming conditions at owner's expense."

Section 4, 4.7, "Structure Restrictions"

"All ancillary structures (the board has already confirmed this with a lawyer) must conform to the building regulations set forth in this document."

Also: "No structure on any lot shall be higher than seventeen (17) feet above the highest point of the natural grade along the foundation line."

Section 7, 7.1, "Property Restrictions"

A permit is not required to plant a hedge or to build a fence, including an electrical fence or a retaining wall, unless such wall requires excavation... The maximum permissible height for fences and hedges is eight (8) feet."

In summation, we feel that the time is up, they are in violation, and the CGCC/CGHA needs to ensure compliance. We pay dues every month, and expect timely action to be taken.

Best,
Maegan Kennedy

Memo

To: Board of Trustees
From: K. Krug, Treasurer
Cc: S. Mitchel, Manager
Date: September 9, 2018
Re: 2019 Rate Increases

The recommendations for rate increases for 2019 are:

General Assessment

- 3.6% increase from \$448 per Member year to \$464 per Member per year
 - ✓ \$4.00 per Member per quarter
 - ✓ Generates a total of \$10,592 in total revenue
 - ✓ Difference between recommended 3.6% and 4.0% maximum would be \$1.92 per Member per year or a total of \$1,271 in additional gross revenue
- Enables common operations to continue at current levels; would provide for modest wage increases; would allow for some flexibility in case of unexpected events; and still provide a modest although diminished contribution to the General Reserve
- Slightly higher than the current prediction of a 3% Social Security cost of living increase

Reserve Assessment

- 2.1% increase from \$188 per Member year to \$192 per Member per year
 - ✓ \$1.00 per Member per quarter
 - ✓ Generates a total of \$2,648 in total revenue to be allocated to the three distinct reserves
 - ✓ Difference between recommended 2.1% and 2.5% maximum would be \$0.70 per Member per year or a total of \$443 in additional gross revenue

Water Fees

- Basic water fee remains unchanged at \$360 per user per year
 - ✓ Changes to excess water charges to further water conservation awareness (Rule CP08b)
 - 0 to 91,250 GPY or 0 – 250 average gallons per day (AGPD) Included with base fee
 - 91,251 to 146,000 GPY or 251- 400AGPD \$2.50 per 1,000 gallons
 - 146,001 - to 182,500 GPY or 401 – 500 AGPD \$3.50 per 1,000 gallons
 - Over 182,501 GPY or more than 500 AGPD \$5.00 per 1,000 gallons

Marina Fees

- See separate memo from Marina Committee

All Other Charges, Fees and Fines

- No increases in other charges, fees or fines are being recommended

Calendar Year 2019 – Assessment and Fee Schedule

General Assessment, Reserve Assessment and Water Fees

General Assessments (per lot)	\$464.00 per year
Reserve Assessment (per lot)	\$192.00 per year
Water Delivery fee (per connection)	\$360.00 per year

General Assessment, Reserve Assessment and Water Delivery Fee due dates:

Jan - Mar	due January 1 st	\$254.00 (lot with water)	\$164.00 (vacant lot)
Apr - Jun	due April 1 st	\$254.00 (lot with water)	\$164.00 (vacant lot)
Jul - Sep	due July 1 st	\$254.00 (lot with water)	\$164.00 (vacant lot)
Oct - Dec	due October 1 st	\$254.00 (lot with water)	\$164.00 (vacant lot)

A late fee of \$10 per month will be assessed to each account with a balance 30 days overdue

Annual surcharge for water usage greater than average 220,000 gallons per year:

Average daily use of 91,250 –146,000 gpy,	\$2.50 per 1,000 gallons
Average daily use 146,001 – 182,500 gpy,	\$3.50 per 1,000 gallons
More than 182,501 gpy	\$5.00 per \$1,000 gallons

Additional Water Fees:

Water connection fee – \$1,100,	includes the meter
Water service reconnection fee after non-payment termination –	\$25

Access to Pool, Exercise Room, Clubhouse & Workshop - Included in General Assessment.

Card/Fob must be purchased for entry	Card - \$10	Fob - \$15
Replacement for lost card or fob	Card - \$15	Fob - \$20
Access card/fob reinstatement after non-payment termination –	\$25	

Marina

Member launch/moorage, if not annual -----	\$8 per day
Guest launch/moorage -----	\$15 per day
Yearly slip rent (Regular) -----	\$27.75 per foot per year
Yearly slip rent (Economy) -----	\$19.25 per foot per year
Moorage amenity fee -----	\$25 per each annual slip rental
Small boat in water single tie -----	\$60 per year
Yearly ramp use -----	\$90 per year
Rampage and/or kayak/dinghy amenity fee -----	\$10 per each annual ramp use fee
Kayak/Dinghy storage -----	\$60 per year
Open boat trailer storage, requires rampage or moorage -----	\$120 per year
Reserved boat trailer storage, requires rampage or moorage -----	\$200 per year
Power for slip users -----	\$125 per year
Dock box for slip users -----	\$20 per year
Slip waiting list -----	\$50 per year
Ramp key/Dock key deposit -----	\$10 each, refundable

Misc.

Clubhouse rental fees: 25 people or fewer- \$80	26-75 people ----- \$185
76-100 people----- \$240	101-170 (max) --- \$395

Vacant lot mowing: \$85 per lot, per mowing
Insufficient funds returned check fees: \$25
Newsletter mailing fee: \$21 per year
Phone books: \$3 each

X:\Documents\Board Information\Board Agendas\2018\9 September\CG Fee schedule info 2019

draft.doc

CAPE GEORGE FINE SCHEDULE – 2019 draft

✓	<u>PRIVATE PROPERTY DEVELOPMENT AND MAINTENANCE</u>	1 ST VIOLATION	FAILURE TO CORRECT AND/OR SUBSEQUENT VIOLATION	RESOLUTION TIME
1.	Building in violation of 25 foot front setback (C)	Up to \$5,000	Up to \$10,000	45 days
2.	Failure to obtain a Cape George building permit prior to starting construction of a home, ancillary building, culvert, foundation or driveway (C) BG III	\$100 - \$500	\$500 – 1000	5 days
3.	Failure to obtain a an earthworks permit before starting work (C) BG III	\$100	\$200	5 days
4.	Failure to obtain a permit to remove trees and natural shrubbery (C) BG II	\$25 per tree/shrub	\$50 per tree/shrub	N/A
5.	Building in violation of 5 foot side/back yard setback BG III	Up to \$5,000	Up to \$10,000	45 days
6.	Building in violation of 17 foot height restriction BG III	Up to \$5,000	Up to \$10,000	45 days
7.	Failure to complete building exterior within 6 mo. of starting date (C) BG IV	\$250 per month	\$300 per month	14 days
8.	Failure to fill perc holes in a timely manner as per regulation BG III	\$100	\$200	14 days
9.	Failure to follow guidelines for antennae, BG III	\$25 - \$100	\$25 - \$100	14 days
10.	Exceeding 8 foot height regulation for hedges, fences, screens BG III	\$250 per month	\$500 per month	14 days
11.	Failure to complete hookups for water, septic and power prior to occupancy (C)	\$500	\$500	5 days
12.	Failure to install asphalt driveway apron.	\$100	\$200 per month	30 days
13.	Minimum house value	Up to \$1000	Up to \$2,000	45 days
14.	Minimum house size	Up to \$1000	Up to \$2,000	45 days
	MEMBER'S PERSONAL OBLIGATIONS			
15.	Discharging of firearms/hunting (C)	\$500	\$1000	N/A
16.	Outdoor burning without a permit (C) PP03	\$50	\$100	N/A
17.	Operation of a home business in violation of policy. (C) (PP07)	\$100	\$200	14 days \$200 per mo.
18.	Failure to execute rental agreement, By Laws, PP04	\$150	\$300	10 days
19.	Parking Violations: (1) unauthorized parking of heavy equipment (PP05) (2) the parking of any vehicle or placement of any object in the road, common areas, or right-of-way for more than 48 hours per CP12	\$75.00	\$100	3 days
20.	Violation of common and private property Sign Rules-PP06	\$25	\$50	5 days
21.	Violation of Junk Vehicle Rule BG III, PP08	\$50	\$100	5 days
22.	Violation of Fireworks Rule CP10	\$100	\$200	N/A
23.	Violation of Livestock/Pet Rule (C) PP01	\$50 - \$500	\$100 - \$1,000	14 days
24.	Failure to Maintain property or permitted structure BG III (Maintenance Obligation) PP02 (vegetation, septic, other nuisance)	\$85-\$1,500	\$100-\$2,500	21 days
25.	Outdoor lights operated in violation of regulation BG-III	\$25	\$100	5 days
26.	Abuse of or misconduct on common property (Swimming pool, shop, fitness center, marina, etc.) CP01, 02, 03, 04, 05, User's Contract, common law	\$50 - \$500 and liability for damages and possible loss of privileges	\$100 - \$1,000 and liability for damages and possible loss of privileges	N/A
27.	Unauthorized disposal of waste material on common property and/or improper storage of waste material on private property CP11	\$150	\$250	5 days
28.	Other covenant, building guidelines or rule violation	\$25 to \$1,000	\$50 to \$3,000	Discretionary
29.	Violation of Traffic Regulations CP19	\$50.00	\$100.00	N/A
30.	Late Fees	\$10.00	\$10.00	30 days

September 11, 2018

To: Board of Trustees
From: Sharon Mitchel, Manager
Re: 2019 Reserve Study update

I have reviewed our current reserve study with staff, water committee and marina committee. We recommend the following updates to the reserve studies. Once approved, these will be sent to RCL, our reserve vendor, who will update the Reserve Study for us.

General

- Add sports court valued at \$11,600, built in 2012.
- Add resurfacing of sports court in 2019 for \$8000
- Add Kyocera copier, \$4,653, originally leased in 2012 and purchased in 2017. Expected replacement 2020
- Move 6.1.1 clubhouse gazebo repair scheduled in 2017 to 2021
- Move 9.6.2 fitness carpet replacement to 2020
- Move 18.1.1 barrier arm operator replacement to 2020

Water Reserve

- No changes

Marina Reserve

- 2.6.2 Move next gravel replacement from 2023 to 2024
- 3.9.5 Add dock decking phase 1A to replace a 16' section of wooden decking in 2019 \$7,000
- 3.9.5 Change dock decking form \$18,000 to Phase 1B dock decking replacement \$11,000
- 3.11.2 increase marina basin partial dredging to \$30,000



leading the way

August 17, 2018

To the Board of Directors
Cape George Colony Club
Sent Via Email

Re: Audit and Taxes: \$5500

Dear Board of Directors:

We are pleased to confirm our understanding of the services we are to provide for Cape George Colony Club for the year ended December 31, 2018 (the "year end").

We will audit the financial statements of Cape George Colony Club which comprise the balance sheet as of the year end, and the related statements of revenues, expenses, and changes in fund balance and cash flows for the year then ended, and the related notes to the financial statements. The document we submit to you will include supplementary information about future major repairs and replacements required by the Financial Accounting Standards Board (FASB). Although we will apply certain limited procedures with respect to the required supplementary information, we will not audit the information and will not express an opinion on it.

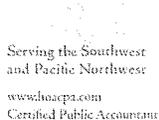
Audit Objective

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of Cape George Colony Club's financial statements. Our report will be addressed to Board of Directors of Cape George Colony Club. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts. Our procedures will not determine whether the funds designated for future major repairs and replacements are adequate to meet such future costs because such a determination is outside the scope of the engagement. We will contact the prior accountant as applicable. We will assume that we have your permission to contact the predecessor accountant/auditor unless otherwise advised. We may also request written representations from your attorneys as part of the engagement. At the conclusion of our audit, we will require certain written representations from the Board and management company, as applicable, about the financial statements and related matters (representation letters).

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial



statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Association or to acts by management or employees acting on behalf of the Association.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

Other Services

We will prepare the Association's federal income tax return for the year ended December 31, 2018 for the Internal Revenue Service, based on information provided by you. We will also prepare the financial statements of Cape George Colony Club in conformity with U.S. generally accepted accounting principles based on the information provided by you.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

Extensions of Time to File Tax Returns

It may become necessary to apply for an extension of the filing deadline if there are unresolved tax issues or delays in processing, or if we do not receive all of the necessary information from you on a timely basis. Applying for an extension of time to file may extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations. **All taxes owed are due by the original filing due date.** Additionally, extensions may affect your liability for penalties and interest or compliance with government or other deadlines.

To the extent you wish to engage our firm to apply for extensions of time to file tax returns on your behalf, you must notify us of this in writing. Our firm will not file these applications unless we receive either a signed copy of this engagement letter or your express written authorization to do so. Failure to timely file for an extension of time to file can result in penalties for failure to file tax returns, which accrue from the original due date of the

returns, and can be substantial.

Client Responsibilities

You agree to assume all management responsibilities for the tax services and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Non-attest services may include but are not limited to: 1) preparation of tax return, 2) assisting with drafting of financial statements, including footnotes, 3) standard adjusting journal entries to accrual basis of accounting from cash basis, 4) conversion from non-fund to fund report presentation when the underlying records support fund accounting and, 5) reclassifications between funds based upon Board directives, reserve studies and/or cash activity.

You are responsible for designing, implementing, establishing, and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and the fair presentation of the financial statements in conformity with U. S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (a) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (b) additional information that we may request for the purpose of the audit, and (c) unrestricted access to persons within the management company and association whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming with us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, for informing us about all known or suspected fraud affecting the Association involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Association received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Association complies with applicable laws and regulations. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Audit Administration, Fees, and Other

We understand that management company and Association employees will locate any documents selected by us for testing.

Jeremy Newman is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for the audit and tax return will be \$5500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Attendance at Board of Director meetings will generally be

charged at our hourly rate. Our invoices for these fees will be rendered upon completion of the audit draft and tax return and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Records Transfer (If Applicable)

Signature on this engagement letter provides consent to the transfer of all client records for this Association from Cagianut & Company to Newman & Associates, CPA, PC.

Sincerely,

Newman & Associates, CPA, PC

Newman & Associates, CPA, PC

ACCEPTED:

Cape George Colony Club

Signature: _____ Title: _____

The person signing this engagement letter has read and understood the terms included herein. This person also has the authority to sign the engagement letter on behalf of the Association. In the event an agent signs this engagement letter, The Board of Directors has approved the engagement letter and given permission for the agent to sign on its behalf.

Printed Name: _____

Date: _____

Please return the signed engagement letter to: contracts@hoacpa.com

September 11, 2018

To: Board of Trustees

From: Sharon Mitchel, Manager

Subject: Sidewalk to the Fitness Room

This summer a member reminded us that when the septic behind the pool was repaired in 2016 that the concrete sidewalk was removed. There are also 2 sections of sidewalk between the parking lot and the septic area that are broken creating tripping hazards. One of these sections caused a member to trip necessitating a trip to the emergency room.

The member has requested that we remedy these deficiencies to prevent accidents and also to preserve the pieces of fitness equipment which collects sand.

The workshop/marina volunteers have graciously indicated they are willing to provide labor if Cape George provides the materials. Materials will cost from \$2357 - \$2902. I obtained estimates from two concrete contractors both of which were over \$4000.

I have talked with Department of Community Development. Since a concrete pathway existed when we repaired the septic system, they will exempt this from their permitting process.

ALL CITY AUTOBODY & TOWING

EMAIL: eccpt@olypen.com
518 LOGAN STREET, PORT TOWNSEND, WA
98368
Phone: (360) 385-0634
FAX: (360) 385-4744

Workfile ID: a9292891
Federal ID: 91-1700190

Preliminary Estimate

Customer: Cape George Colony Club

Written By: ROGER MILES

Insured: Cape George Colony Club Policy #: Claim #:
Type of Loss: Date of Loss: Days to Repair: 0
Point of Impact: 05 Right Rear

Owner:	Inspection Location:	Insurance Company:
Cape George Colony Club	ALL CITY AUTOBODY & TOWING	SELF PAY
61 Cape George Dr	518 LOGAN STREET	
Port Townsend, WA 98368	PORT TOWNSEND, WA 98368	
(360) 385-2208 Business	Repair Facility	
	(360) 385-0634 Business	

VEHICLE

2008 FORD Ranger FX4 Off-Road SuperCab 126" WB 4WD 4D P/U 6-4.0L Gasoline SMPI Black

VIN: 1FTZR45E98PA68339	Interior Color:	Mileage In: 51,948	Vehicle Out:
License: C96809K	Exterior Color: Black	Mileage Out:	
State: WA	Production Date: 2/2008	Condition:	Job #:

TRANSMISSION

Overdrive
5 Speed Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers

RADIO

AM Radio
FM Radio
Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)

SEATS

Cloth Seats

WHEELS

Clad Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

TRUCK

Rear Step Bumper

Preliminary Estimate

Customer: Cape George Colony Club

2008 FORD Ranger FX4 Off-Road SuperCab 126" WB 4WD 4D P/U 6-4.0L Gasoline SMPI Black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		PICK UP BOX					
2	#	R&I Lumber rack				1.0	
3	#	R&I Tool Box				1.0	
4	#	Rpr Weld tabs and pull				2.5	
5		R&I R&I tailgate assy				0.4	
6	*	Rpr RT Rear corner plr				<u>2.0</u>	0.5
7		Add for Clear Coat					0.1
8	*	Rpr RT Side panel 6 foot bed w/whl opening mldg				<u>8.5</u>	2.7
9		Overlap Minor Panel					-0.2
10		Add for Clear Coat					1.0
11		R&I RT Upper rail w/6 foot bed black				0.4	
12		Repl RT Transfer "FX4 OFF ROAD" red/argent	5L5Z16720AAA	1	54.48	0.3	
13	#	Rpr Remove existing and adhesive				0.3	
14		R&I RT Wheel opng mldg black				0.3	
15		Repl Set back box assy		1		1.5	
16		Repl RT Stone guard rear of wheel	3L5Z99292A22AAA	1	28.13	0.3	
17		REAR LAMPS					
18		Repl RT Tail lamp assy	6L5Z13404A	1	64.15	0.3	
19	#	Rpr Precision mask two tone (front and rear areas)				0.6	
20		REAR BUMPER					
21		R&I R&I bumper assy				0.6	
22		MISCELLANEOUS OPERATIONS					
23	#	Repl COVER CAR AND BAG		1	5.00	0.3	
24	#	Subl CORROSION PROTECTION AS NEEDED PANEL		1	8.00		
25	#	Rpr Corrosion pretection				0.2	
26	#	Subl HAZARDOUS WASTE DISPOSAL		1	5.00		
27	#	Rpr DCP-formula retrieval, variance selection, Spray out panel					0.5
SUBTOTALS					164.76	20.5	4.6

Preliminary Estimate

Customer: Cape George Colony Club

2008 FORD Ranger FX4 Off-Road SuperCab 126" WB 4WD 4D P/U 6-4.0L Gasoline SMPI Black

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				164.76
Body Labor	20.5 hrs	@	\$ 55.00 /hr	1,127.50
Paint Labor	4.6 hrs	@	\$ 55.00 /hr	253.00
Paint Supplies	4.6 hrs	@	\$ 30.00 /hr	138.00
Subtotal				1,683.26
Sales Tax	\$ 1,683.26	@	9.0000 %	151.49
Grand Total				1,834.75

AUTHORIZATION FORM

ALL CITY AUTOBODY and it's employees may operate the vehicle for the purpose of testing , inspection or delivery at my own risk . I understand that the estimate may not cover additional parts or labor which may be required after the work has been started. Occasionally, worn or damaged parts are discovered which may not be evident on first inspection. Because of this ,the above prices are not guaranteed. Quotations on parts and labor are current and subject to change.An express mechanic's lien is acknowledged on the vehicle to secure the amount of repairs. ALL CITY AUTOBODY will not be held responsible for loss or damage to the vehicle or it's articles left in the vehicle in case of fire , theft ,accident or any other cause beyond ALL CITY AUTOBODY's control.Customers must remove all personal property from the vehicle and notify ALL CITY AUTOBODY verbally and written notice of any valuable equipment attached to it before leaving the vehicle in our care. ALL CITY AUTOBODY will not be responsible for any valuables of which we do not have verbal and written notice. Old parts removed from Vehicle will be junked unless otherwise instructed.

I do hereby appoint All City Autobody to act as Power Of Attorney in fact to accept on my behalf any and all checks, drafts, or bills of exchange, and to endorse all such checks, drafts, bills of exchange for deposit to All City Autobody's account for credit on my account for repairs to my vehicle which has been released and accepted. I understand that the estimated delivery date is not quaranteed and is subject to change. _____.

Any litigation related to this agreement and work done under it must be brought in Jefferson County, Washington.

VEHICLE RELEASE POLICY

All repairs must be paid in full prior to vehicle release, unless prior arrangements have been made. We gladly accept MASTERCARD & VISA,AMERICAN EXPRESS and DISCOVER credit cards UP TO \$500.00 (Five Hundred Dollars). All Fee's are on a CASH basis, if you wish to use a Major Credit Card, A fee of 3.0% will be added to your invoice, if your purchase is more than \$500.00 when using a Major Credit Card. Personal Checks are welcome. All Deductibles are payable to All City Autobody. Two and Three Party Checks must be endorsed by all parties including lienholders prior to vehicle release.

I have read and understand All City Autobody's Release Policy

Sign _____ Date_____

Last four numbers of your SS#_____

Preliminary Estimate

Customer: Cape George Colony Club

2008 FORD Ranger FX4 Off-Road SuperCab 126" WB 4WD 4D P/U 6-4.0L Gasoline SMPI Black

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MD98, CCC Data Date 8/9/2018, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (***) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2019 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Preliminary Estimate

Customer: Cape George Colony Club

2008 FORD Ranger FX4 Off-Road SuperCab 126" WB 4WD 4D P/U 6-4.0L Gasoline SMPI Black

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

2018-2019 Committee Chairs and Members

Building Committee

Chair – Bill Deckman

Members – Roger Andersen, Michael McDonald, Michael Hinojos, Steve Mitchel, Bill Woodson, Ken Owen, John Hanks, Ray Pierson & Carol Wood

Emergency Preparedness Committee

Chair – Thad Bickling

Election Committee

Co-Chair – Scott James

Co-Chair – Joyce Skoien

Environmental Committee

Chair – Kitty Rucker

Finance Committee

Chair – unfilled

Members – Barbara Barnhart

Fitness Committee

Chair – Phyllis Ballough

Marina

Committee Chair – Marty Bluewater

Harbormaster – Ben Fellows

Nominating Committee

Chair – Kitty Rucker

Swimming Pool Committee

Chair – Neil D'Acquisto

Roads Committee

Chair – Larry Southwick

Members – Robert Holtz, Scott James

Workshop Committee

Chair – Mike LaPointe

Water Committee

Chair –

Members – Thad Bickling, Scott James, Stewart Pugh,

Study Session Agenda
October 9, 2018
3:00 PM at the Clubhouse

A. President's Comments and Announcements

1. Welcome
2. Nominating Committee Chair, Kitty Rucker has resigned from her volunteer position

B. Letters from Members

C. Manager's Comments

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.

1. Review member appeal of hedge complaint fine – Sharon Mitchel
2. Review a marina rule variance request for a marina boat. – Ross Anderson
3. Review Building Committee request to appoint Richard Hilfer to the Building Committee – Ray Pierson
4. Review member request for a refund of clubhouse rental deposit. – Sharon Mitchel
5. Review proposal to invite Safeway to provide a flu shot clinic October 23rd – Sharon Mitchel
6. Review and discuss proposed 2018 operating budget and fee schedule – Karen Krug
7. Review and discuss 2019 proposed reserve expenditures – Karen Krug
8. Review and discuss WA State Reserve Disclosure Summary Documents – Karen Krug
9. Review proposed ballot measures – Katie Habegger
10. Review four (4) due date adjustments for three (3) members – Sharon Mitchel

E. Member Participation (Compliments, Issues, 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.

Open Board Discussion

F. Announcements

Board Meeting – October 11, 2018 3:30 P.M.
Variance Hearing – November 13, 2018 2:45 P.M.
Study Session – November 13, 2018 3:00 P.M.
Board Meeting – November 15, 2018 3:30 P.M.

Close Study Session

To: Cape George Board of Trustees
Subject: The "hedge" rule
From: Varn Brooks

I am requesting that the board respect the property rights of all our members and treat all property owners in the Cape George Community fairly and equally. To do this, all of our rules should be uniformly enforceable.

Around 2004 or 5 there was a movement to write a rule that would enable view property owners to force cutting of trees that blocked their views. As I recall that effort went down because of widespread resistance, and lack of legal justification. Sometime after that, the hedge rule was modified to define any two trees or shrubs whose limbs overlapped into a hedge. This effectively defined much of the natural vegetation and landscaping in Cape George into a hedge.

As I have several fruit trees in violation of the rule, I expressed concern over this to prior board members and the manager at the time. I was assured that they would never try to implement it on a broad basis, that it would only ever be used in response to a complaint. That was to assure me that I didn't need to worry about the rule affecting me since my property is not in anyones view. To my knowledge since then it has never been used for any purpose other than as a lever to open view corridors.

When the rule is being enforced, complainants are quick to reference a legal opinion which proffers that the rule is enforceable. I've never seen that opinion written out, but I doubt it specifies that it would be legal to arbitrarily apply it. Property regulations should affect all owners equally. When I'm required to have an apron on my driveway, remove weeds, or not have junk vehicles on my property, those regulations benefit all property owners equally, and no one is exempt from enforcement. When we side with the owner of a view property against a tree owner we are using community resources in a prejudicial manner that benefits some and harms others. This unequal treatment of owners stirs controversy and results in animosity and resentment in the community.

When a view owner can force the removal (or mutilation) of trees on someone else's property, then there is a transfer of value. That is: the view property increases in value, and the tree property loses value. Transfer of value requires compensation and should take the form of a sale between a willing purchaser and a willing seller. When we force an uncompensated transfer of value, that constitutes taking. Taking should not be facilitated by the community.

In several incidents I am aware of, attempts to enforce the hedge rule ended in animosity or outright hostility between the parties involved. Commonly the tree owner comes up with a solution that meets the rule, but still leaves the trees in the view. That kind of disagreement is human nature, but it is fueled by an inappropriate rule that makes conflict the inevitable outcome.

Our covenants clearly state that it is a goal of the community to preserve our natural vegetation. The hedge rule re-defines much of our natural vegetation and landscaping as hedges. Most of the properties in Cape George would be in violation of the rule if it were enforced, and enforcing it would be a direct contradiction of our covenants.

In the past few years we have had a number of large old trees cut at Cape George. These trees were **not in my view, they were my view**. When word got around that they were to be cut, several people in the community were upset (myself included). We had some passionate discussion about trying to save the "eagle tree". In the end the lot owner had to remove the trees in order to build. It was tough convincing some of my friends and neighbors that we had no right to interfere. There were a number of owners who were glad to see the trees go as it opened up their views. Some of us were happy, some disappointed. But none had any right to interfere with what the owners wished to do with their lots. We had no right to stop the trees being cut, and we have no right to force cutting of trees on someone else's property.

We can honor our covenants and eliminate a source of conflict by modifying or eliminating the hedge rule. If two (or more) owners are interested in opening a view they can work out an arrangement that all agree to. If any party is not willing, there simply is no deal.

I doubt we need a hedge rule. If we have one it should clearly meet our needs, and be fairly and uniformly enforceable. It should be publicized to give the community a date by which we are all to be in compliance and it should be uniformly enforced after that date. Otherwise, we really don't have a rule. If we continue to try to enforce this rule we will continue to generate controversy. We may eventually come up against an owner who will take us to court. They'll likely win.

REQUEST FOR APPEAL TO BOARD OF TRUSTEES

Date Filed: 10/2/2018

Violation Form #: NONE PROVIDED

Specific Description of Violation:

HEDGE VIOLATION REFERENCING
50 YEAR OLD TREES HOLDING UP BANK,

Date of Notice of Violation:

16 JULY 2018

To the Board of Trustees:

I appeal the amount of the fine or other penalty imposed upon me.

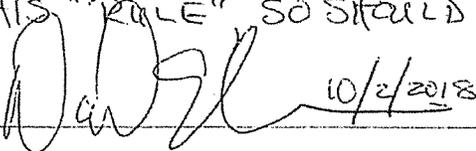
I agree that the violation occurred.

I deny that the violation occurred.

My reasons for the appeal are:

HEDGE "RULE" MISAPPLIED & MISINTERPRETED.
REFERENCED 50 YEAR OLD TREE LINE IS
A NECESSARY BUTTRESS AGAINST SLOPE
EROSION IN ACCORDANCE WITH THE
COVENANTS & REGULATIONS, AND WHICH
PREDATE THE SURROUNDING STRUCTURES &
THIS "RULE" SO SHOULD REMAIN

Signed:


10/2/2018

SEE ATTACHED LETTER
FOR DETAILS.

Cape George Manager

From: Ben Fellows <capegeorgeharbormaster@gmail.com>
Sent: Friday, September 14, 2018 8:24 PM
To: Cape George Manager
Cc: Gary Rossow; 'Ross Anderson'; martybluewater@hotmail.com
Subject: FW: Width variance
Attachments: Width variance.doc; Mainship specs..pdf

Sharon, Please put this request on the October Board meeting agenda. I endorse the request and believe the vessel described poses no increase in stress to the marina docks or piling. I foresee no increased maneuverability issues with the proposed vessel.

Ben Fellows
Cape George Harbor Master

From: Gary Rossow [<mailto:rossowgary@yahoo.com>]
Sent: Friday, September 14, 2018 9:14 AM
To: Ben Fellows
Subject: Width variance

Ben,

Attached per our recent discussions is a memorandum requesting a variance to allow a 14' beam trawler to be moored in our marina. Also attached is a photo and specs. for the proposed Mainship model we are considering.

Gary

Memorandum

Date: September 13th, 2018

To: Ben Fellows, Harbormaster

From: Gary Rossow, Georgette Semick

Subject: Request for approval, moorage width limit variance

Georgette and I currently have moorage for our sailboat Total Eclipse on dock G-12. We are considering the sale or donation of her and replacement with a power boat Trawler. Marina rule CP03-4 has size limitations: *"Boat width shall not exceed twelve (12) feet at the widest point unless authorized by the Harbormaster and approved by the Board of Trustees."*

The model of Trawler we are considering is the Mainship 350/390/34 series (See attached specs.). The following summarizes the differences in dimensions between our current boat and the Mainship:

	<u>Total Eclipse</u>	<u>Mainship</u>
Overall Length:	42'	38' 10" to 39' 9" (depending on model)
Beam (width)	12' 4"	14' 2"
Draft (depth)	7' 2"	3' 8"
Disp. (weight)	22,000 lbs.	22,000 lbs.

The finger piers on our dock are 34 ft. apart. Even if the adjacent slip also had a 14 ft. beam boat in it there would still be 4 ft. between boats which is sufficient and comparable to other marina's allowances. Overall length is shorter and allows for easier maneuvering in the fairway. Draft is much reduced allowing for access at lower tide levels. Weights are the same so impact on the docks should not be any different.

We note that one large displacement Trawler with a 13' beam has already been authorized and moored in the marina for several years.

We request that you authorize this variance and seek Board approval at the October Board meeting.

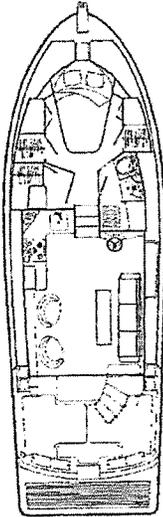
Mainship 350-390 Trawler



A huge sales success, the Mainship 350 Trawler (called the 390 Trawler in 1999-2005) is an economical, low-maintenance coastal cruiser with classic trawler lines and a good turn of speed. Considered a "performance trawler," the Mainship rides on a semi-displacement hull capable of higher cruising speeds than full displacement trawlers. Stepping inside from the covered aft deck, large wraparound windows provide lots of natural lighting in the salon and excellent visibility from the lower helm. A convertible sofa and hi-low table are starboard in the salon, and an L-shaped galley with refrigerator/freezer and Corian counter is forward to port. The teak and holly salon sole is an attractive feature, and a sliding door at the helm provides easy deck access. There are two staterooms and a single head forward. The master stateroom has an island queen berth and two hanging lockers, and the guest stateroom—partially tucked beneath the galley—has twin single berths. Molded steps ascend from the aft deck to the Mainship's large flybridge. Among several engine choices, a single 370hp Yanmar diesel will cruise at 10-12 knots (about 14 knots top), and twin 230hp Yanmar diesels cruise at 14 knots (16-18 knots top).

[Click Here to View Prices](#)

Length Overall	39'9"	Clearance	18'8"
Hull Length	34'9"	Fuel	300 gals.
Beam	14'2"	Water	130 gals.
Draft	3'8"	Waste	30 gals.
Weight	22,000#	Hull Type	Modified-V



Cape George Manager

From: Richard <rjhilfer@cablespeed.com>
Sent: Tuesday, September 18, 2018 2:39 PM
To: Katie Habegger; Cape George Manager
Cc: Carol Wood; Deckman, Bill (Deckman, Bill)
Subject: Building Committee membership

During the 2017-18 cycle, I was a member of the Building Committee. I was one of the two CG Trustees assigned to the committee.

After I left the board this summer, Carol Wood was appointed to the committee to fill my slot.

Committee chair Bill Deckman recently contacted me and asked me to again be a member of the Building Committee.

While I have no expertise in the building trades, I am very familiar with the Building Regulations and how they are applied.

I told Bill Deckman that I would be willing to again join the committee. However, any appointment to that committee requires approval of the Trustees.

Richard Hilfer=

October 2, 2018

Refund Request

Member in good standing: MAL003

Request a refund of the \$400 clubhouse rental cleaning/damage deposit. The event was signed off by the event coordinator.

Terri Brown

Office Administrator

October 9, 2018

To: Board of Trustees

From: Sharon Mitchel, Manager

Subject: Flu Shot Clinic

Our members have requested that we schedule a Flu Shot Clinic at the Clubhouse. I have talked with four local pharmacists. Safeway seems to be best staffed to handle a large event here. They told me that last year they likely had 80 Cape George participants. Additionally, they are the only pharmacy that provides an incentive to participants. Each will receive a 10% off coupon for their next Safeway shopping purchase.

The clubhouse and Safeway staff are both available October 23rd. If approved we will send out an email blast Friday morning to give members advance notice of the event.

Executive Summary – Cape George 2019 Budget (Exhibits A – E)

The 2019 budget is the result of literally hundreds of hours of work by a dozen or more volunteers and staff. A sincere thank you is extended to everyone who has been involved in this year's budget process, with special thanks to Sharon Mitchel, Manager and Sally Lovell, Sr. Bookkeeper.

Barring unforeseen events, all three cost centers should finish 2018 with bottom lines that are above the original 2018 budget projected (See Exhibit A).

The 2019 budgets of all three cost centers (See Exhibit A) show bottom line performance at levels significantly reduced from the expected 2018 year-end performance. Key elements of the 2019 budgets include:

- On the revenue side (See Exhibit A and Exhibit B):
 - * A 3.6% or \$16 per year increase in the General Assessment from \$448 to \$464 - \$10,590 increase in total General gross revenue;
 - * A 2.2% or \$4 per year increase in the Reserve Assessment from \$188 to \$192 - \$2,648 increase in total Reserve assessment;
 - * No change in the basic annual water fee – it remains at \$360 per year; and
 - * A 2.7% or \$0.75 per foot per year increase in marina moorage from \$27 to \$27.75 – with 1,846 current “boat feet” a total Marina gross moorage increase of \$1,385.
- On the expense side (see Exhibit A and Exhibit C):
 - * The major increase across all three cost centers is due to the estimated costs to recruit, relocate and compensate a credentialed, experienced Manager. Based on professional conversations and the experience from 2017, recruitment and relocation costs are budgeted at \$15,000. The increase in total labor costs for a new Manager is \$28,000. These costs, like the recruitment/relocation expenses, are allocated to the cost centers in the standard Manager's split of 60/30/10 split.
 - * Repairs and Maintenance were budgeted at amounts consistent with analysis of several years of history but at levels to ensure routine repairs and maintenance will occur. The budget also includes known significant projects.
 - * Insurances costs are to increase slightly for mid-2019 renewals; and
 - * Utility costs were budgeted consistent with existing patterns.

There are **six reserve project** expenditures being proposed for 2019 and there are sufficient reserves to pay for these projects (See Exhibit D and Exhibit E). The projects are:

- Resurface the sports court (General);
- Replace the Toro riding mower (General)
- A major repair/replacement of the water system booster pumps (Water);
- Repair and re-gravel the marina road and south parking lot (Marina);
- Replace the marina dock water system (Marina); and
- Replace a small section of the marina dock (Marina).

There are sufficient funds in each of the reserve accounts to fund the above projects.

Calendar Year 2019 – Assessment and Fee Schedule

General Assessment, Reserve Assessment and Water Fees

General Assessments (per lot)	\$464.00 per year
Reserve Assessment (per lot)	\$192.00 per year
Water Delivery fee (per connection)	\$360.00 per year

General Assessment, Reserve Assessment and Water Delivery Fee due dates:

Jan - Mar	due January 1 st	\$254.00 (lot with water)	\$164.00 (vacant lot)
Apr - Jun	due April 1 st	\$254.00 (lot with water)	\$164.00 (vacant lot)
Jul - Sep	due July 1 st	\$254.00 (lot with water)	\$164.00 (vacant lot)
Oct - Dec	due October 1 st	\$254.00 (lot with water)	\$164.00 (vacant lot)

A late fee of \$10 per month will be assessed to each account with a balance 30 days overdue

Annual surcharge for water usage greater than average 220,000 gallons per year:

Average daily use of 91,250 –146,000 gpy, \$2.50 per 1,000 gallons
Average daily use 146,001 – 182,500 gpy, \$3.50 per 1,000 gallons
More than 182,501 gpy \$5.00 per \$1,000 gallons

Additional Water Fees:

Water connection fee – \$1,100, includes the meter
Water service reconnection fee after non-payment termination – \$25

Access to Pool, Exercise Room, Clubhouse & Workshop - Included in General Assessment.

Card/Fob must be purchased for entry	Card - \$10	Fob - \$15
Replacement for lost card or fob	Card - \$15	Fob - \$20
Access card/fob reinstatement after non-payment termination – \$25		

Marina

Member launch/moorage, if not annual -----	\$8 per day
Guest launch/moorage -----	\$15 per day
Yearly slip rent (Regular) -----	\$27.75 per foot per year
Yearly slip rent (Economy) -----	\$19.25 per foot per year
Moorage amenity fee -----	\$25 per each annual slip rental
Small boat in water single tie -----	\$60 per year
Yearly ramp use -----	\$90 per year
Rampage amenity fee -----	\$10 per each annual ramp use fee
Kayak/Dinghy storage -----	\$60 per year
Open boat trailer storage, requires rampage or moorage -----	\$120 per year
Reserved boat trailer storage, requires rampage or moorage ----	\$200 per year
Power for slip users -----	\$125 per year
Dock box for slip users -----	\$20 per year
Slip waiting list -----	\$50 per year
Ramp key/Dock key deposit -----	\$10 each, refundable

Misc.

Clubhouse rental fees:	25 people or fewer- \$80	26-75 people ----- \$185
	76-100 people----- \$240	101-170 (max) --- \$395
Vacant lot mowing:	\$85 per lot, per mowing	
Insufficient funds returned check fees:	\$25	
Newsletter mailing fee:	\$21 per year	
Phone books:	\$3 each	

Cape George Colony Club 2019 Budget

EXHIBIT A - FINAL

Comparative Operations

	Approved Budget 2018	Anticipated EOY 2018	Projected 2019
General Operations:			
Annual Assessment	296,576	296,576	307,168
Other Income	22,870	29,054	18,550
Total Income	319,446	325,630	325,718
Wages, Benefits, Payroll Taxes	147,301	143,108	168,906
Repairs & Maintenance	19,666	22,606	17,350
Utilities & Insurance	58,330	56,296	56,220
All Other Expenses	65,141	66,412	71,272
Total Expenses	290,438	288,422	313,748
General Net Income (Excess Cash)	\$29,008	\$37,207	\$11,970

Water Operations:

Water Use Fee	187,920	188,440	188,640
Other Revenues	1,500	7,265	2,500
Total Income	189,420	195,705	191,140
Wages, Benefits, Payroll Taxes	65,891	63,791	71,794
Repairs & Maintenance	11,329	5,085	6,988
Utilities & Insurance	22,362	22,828	23,185
All Other Expenses	48,958	44,338	46,812
Total Expenses	148,540	136,042	148,778
Water Net Income (Excess Cash)	\$40,880	\$59,663	\$42,362

Marina Operations:

Moorage and Parking	56,094	57,373	57,727
Other Revenues	10,765	14,051	12,360
Total Revenues	66,859	71,424	70,087
Wages, Benefits, Payroll Taxes	16,126	15,583	20,072
Repairs & Maintenance	18,255	14,769	20,166
Utilities & Insurance	12,899	14,795	14,603
All Other Expenses	9,414	6,835	9,612
Total Expenses	56,694	51,982	64,453
Marina Net Income (Excess Cash)	\$10,165	\$19,442	\$5,634

Reserve Assessment:

Reserve Assessment plus Interest	124,506	125,221	127,154
Less Bad Debt Expenses	(1,128)	(752)	(768)
Net Reserve Assessment	\$123,378	\$124,469	\$126,386

Cape George Colony Club
2019 Budget

EXHIBIT B - FINAL

2017 Revenue/Income	General	Water	Marina	Reserve	Combined
Annual Assessment	307,168	0	0	0	307,168
Reserve Assessment	0	0	0	127,104	127,104
Water Use Fee	0	188,640	0	0	188,640
Water Hookup Fee	0	0	0	0	0
Excess Water Use	0	2,500	0	0	2,500
Boat Trailer Parking	0	0	6,500	0	6,500
Lot Mowing Fee	11,475	0	0	0	11,475
Clubhouse Rental	2,000	0	0	0	2,000
Moorage Fees	0	0	51,227	0	51,227
Waiting List Forfeiture	0	0	0	0	0
Ramp Fee	0	0	2,600	0	2,600
Late Fee Income	1,800	0	0	0	1,800
Guest Moorage/SubLease	0	0	750	0	750
Bad Debt Recovery	0	0	0	0	0
Other Fees	200	0	0	0	200
Interest Income	175	0	0	0	175
Miscellaneous Income	500	0	2,040	50	2,590
Dock Boxes	0	0	760	0	760
Dock Electricity	0	0	3,750	0	3,750
Small Boats/Kayaks	0	0	2,460	0	2,460
Rental Application Fee	0	0	0	0	0
Fines	1,000	0	0	0	1,000
Access Cards/Fobs	1,100	0	0	0	1,100
Phone Directories	300	0	0	0	300
Sub-Total Revenue	\$325,718	\$191,140	\$70,087	\$127,154	\$714,099

Cape George Colony Club
2019 Budget

EXHIBIT C - FINAL

2017 Expenses	General	Water	Marina	Reserve	Combined
Wages	127,552	54,518	15,354	0	197,424
Benefits	26,050	11,087	3,092	0	40,229
Payroll Taxes	15,303	6,190	1,625	0	23,118
R&M - Buildings	3,000	750	0	0	3,750
R&M Roads & Drainage	9,000	0	0	0	9,000
R&M Office Equipment	250	150	54	0	453
R&M Vehicles	600	588	12	0	1,200
R&M Equipment	2,000	3,000	200	0	5,200
R&M Wells & Tanks & Mains	0	2,000	0	0	2,000
R&M Docks & Ramps	0	0	9,000	0	9,000
R&M Dredging	0	0	9,400	0	9,400
R&M Grounds	2,500	500	1,500	0	4,500
R&M Pool	5,000	0	0	0	5,000
Contracted Services-Equip	2,404	500	500	0	3,404
C.S. - Legal	3,000	500	0	0	3,500
C.S. Accounting	4,516	2,657	972	0	8,145
C.S. Consulting	0	12,000	750	0	12,750
C.S., Lot Mow	11,036	0	0	0	11,036
C.S. - Other	7,700	1,000	1,740	0	10,440
C.S. - Janitorial	7,980	0	0	0	7,980
Sales B&O Taxes, License, Fee	600	9,800	400	0	10,800
Common Property Tax	350	0	0	0	350
Operating License	0	1,000	0	0	1,000
Other Tax, License	1,500	500	800	0	2,800
Office Supplies	2,100	1,050	350	0	3,500
New Water Meters	0	2,100	0	0	2,100
Gas & Oil	1,250	1,250	25	0	2,525
Supplies-Gen (Incl. Pool)	7,200	6,200	900	0	14,300
Small Tool & Equip	3,200	1,500	900	0	5,600
Utilities(Incl. Pool)	30,250	12,500	7,800	0	50,550
Telephone	4,640	450	0	0	5,090
Insurance	21,330	10,235	6,803	0	38,368
Postage	1,350	675	675	0	2,700
Misc Expenses	500	250	0	0	750
Cert/Education	250	250	100	0	600
Bad Debts	2,336	1,080	0	768	4,184
Recruitmenet/Relocation Exp	9,000	4,500	1,500	0	15,000
<i>Sub-Total Expenses</i>	\$313,748	\$148,778	\$64,453	\$768	\$527,747
Net Income (Excess Cash)	\$11,970	\$42,362	\$5,634	\$126,386	\$186,352

Cape George Colony Club
2019 Budget

EXHIBIT D - FINAL

2018 Reserve Projects requiring Member Approval

<u>2019 Projects</u>	Estimated Amounts					
	Project	General	Water	Marina	NEW	
	<u>Total</u>	<u>Reserves</u>	<u>Reserves</u>	<u>Reserves</u>	<u>Capital</u>	
0	-	-	-	-	-	
2.7.1 Resurface sport court	8,000	8,000	-	-	-	
2.6.2 Gravel replace	14,020	-	-	14,020	-	
15.5.1 Dock water supply system replacement contingency	4,130	-	-	4,130	-	
3.9.5A Dock decking replace phase 1A	7,000	-	-	7,000	-	
15.1.5 Major repair to Booster Pump Systems	8,230	-	8,230	-	-	
11.1.6 Toro Riding Mower replace	3,790	3,790	-	-	-	
-	-	-	-	-	-	
-	-	-	-	-	-	
-	-	-	-	-	-	
Total Reserve Expenditure and New Capital Budget	\$45,170	\$11,790	\$8,230	\$25,150	\$0	
DATA BELOW FOR INFORMATION ONLY:						
5 year Future Projects (2020 - 2024)	TOTAL	\$564,443	\$194,124	\$209,248	\$161,071	\$0
		-	-	-	-	-
2020 - 2024 General Reserve Projects* (RCL)		-	194,124	-	-	-
2020 - 2024 Water Reserve Projects* (RCL)		-	-	209,248	-	-
2020 - 2024 Marina Reserve Projects*(RCL)		-	-	-	161,071	-
2017 - 2020 New Capital projects		-	-	-	-	-

NOTE: Detail of specific projected expenditures in each of the years between 2020 and 2024, can be found in each of the respective reserve studies. The 2018 update to the RCL reserve studies will be available on the Cape George website or in the Cape George office on October 15, 2018.

**Assessment and Reserve Funding Disclosure Summary
Cape George Colony Club
General Reserve - FINAL**

For Fiscal Year Beginning: **January 1, 2019**

Number of Lots: **662**

1. Anticipated Actual 2019 Reserve Contribution:

	Total	Per Member
Maximum from Operations	\$ 11,970	\$18
Reserve Assessment ⁽¹⁾	\$ 38,421	\$58
Total	\$ 50,392	\$76

(1) Reserve assessment, paid by all Members, is allocated to general reserves at 30.4% of total net assessment.

2. Recommended Amount - 2019 Fully Funded Assumption: (2)

	Total	Per Member
Reserve Contribution	\$ 69,400	\$105
Funding plan Objectives	<i>Full Funding</i>	

(2) RCL 2018 Reserve study update; v 1; October 2018.

3. Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the Board and Members:

Date Due	Total Amount Per User	Purpose
None	None	None

Note: The Fire Station is currently leased on a long-term basis and is therefore not included in these projections.

4. Based on the most recent reserve study and other information available to the Board of Trustees, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years? **No but current projections, using current combination funding methodology, indicate a very limited number of future special assessments might be necessary.**

5. 2019 Summary - Single Year Snapshot

All computations/disclosures are based on year start date of:	1/1/2019
Fully Funded Balance (based on formula defined in RCW64.38): ⁽²⁾	\$ 600,792
Projected Reserve Fund Balance ⁽³⁾	12/31/19 \$ 320,574
Calculated Percent Funded	53.36%
Current Reserve (Deficit) on a mathematical average per lot basis	\$ (423)

(2) RCL 2018 Reserve study update; v 1; October 2018.

(3) Calculated reserve fund balance - current combination method - 2019 budget.

The current year's Reserve Study update will be available for review in the Cape George Office or online through the Cape George website .

All projections and assumptions are subject to change

6. If the answer to "4" is no, what additional assessments or other contributions/loans to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years?

Fiscal Year Funds will be Needed	Total Additional Amount Needed (Special Assessments)	Amount Per Member (whole dollars)
2019	\$0	\$0
2020	0	0
2021	0	0
2022	0	0
2023	0	0
2024	0	0
2025	0	0
2026	0	0
2027	0	0
2028	0	0
2029	0	0
2030	0	0
2031	0	0
2032	0	0
2033	0	0
2034	125,000	189
2035	0	0
2036	0	0
2037	125,000	189
2038	0	0
2039	200,000	302
2040	125,000	189
2041	0	0
2042	50,000	76
2043	0	0
2044	0	0
2045	0	0
2046	0	0
2047	350,000	529
2048	0	0

Total amount needed per member-special assessments

\$1,473

All projections and assumptions are subject to change

7. See the 30 year Summary Table below showing the projected reserve funding plan, reserve balances, and percent funded, under the recommended and actual budgeted reserve funding plans.

General Reserves			RDA Recommended Full Funding			Current Funding - Excess Income plus Allocated Reserve Assessment (30.4%)			
Year	"Fully Funded" Reserves	Projected Expenditure	RDA Reserve Contribution + Interest	Ending Reserve Balance	% Fully Funded	Year End Contribution + Interest	Special Assessment Needed	Ending Reserve Balance	% Fully Funded
2019	600,792	43,940	75,450	321,286	53%	50,692	0	320,574	53%
2020	575,481	108,130	77,541	290,697	51%	56,193	0	268,636	47%
2021	636,380	20,456	79,972	350,214	55%	59,891	0	308,071	48%
2022	678,030	49,860	83,099	383,453	57%	63,508	0	321,719	47%
2023	750,880	21,203	86,348	448,598	60%	67,633	0	368,150	49%
2024	813,534	36,216	89,868	502,251	62%	71,843	0	403,777	50%
2025	851,032	66,389	93,077	528,939	62%	75,997	0	413,385	49%
2026	853,151	106,383	95,721	518,277	61%	77,508	0	384,510	45%
2027	777,409	189,114	97,268	426,431	55%	78,253	0	273,649	35%
2028	838,453	43,628	99,549	482,353	58%	80,507	0	310,528	37%
2029	749,307	214,641	106,837	374,549	50%	81,121	0	177,008	24%
2030	859,112	9,579	110,502	475,472	55%	83,840	0	251,270	29%
2031	930,182	57,672	116,785	534,584	57%	86,156	0	279,754	30%
2032	977,081	89,316	122,219	567,487	58%	88,230	0	278,668	29%
2033	1,046,388	72,140	127,764	623,112	60%	90,549	0	297,077	28%
2034	833,978	369,294	129,449	383,267	46%	91,224	125,000	144,007	17%
2035	940,789	36,042	131,904	479,129	51%	94,043	0	202,008	21%
2036	966,610	128,329	138,234	489,033	51%	96,024	0	169,703	18%
2037	828,867	302,511	140,950	327,471	40%	97,592	125,000	89,783	11%
2038	947,290	37,817	145,305	434,959	46%	100,631	0	152,597	16%
2039	781,464	340,499	149,432	243,892	31%	102,735	200,000	114,834	15%
2040	702,339	249,592	150,723	145,023	21%	105,082	125,000	95,323	14%
2041	776,314	94,074	155,976	206,925	27%	107,821	0	109,071	14%
2042	791,639	163,185	162,917	206,657	26%	110,463	50,000	106,349	13%
2043	866,172	5,712	171,638	372,583	43%	114,273	0	214,910	25%
2044	1,056,985	105,249	181,744	449,078	42%	117,195	0	226,856	21%
2045	1,196,019	65,681	191,518	574,915	48%	120,613	0	281,788	24%
2046	1,139,238	279,713	199,243	494,446	43%	121,997	0	124,072	11%
2047	880,798	491,961	201,094	203,579	23%	124,846	350,000	106,957	12%
2048	1,023,379	75,413	206,361	334,526	33%	128,466	0	160,011	16%

All projections and assumptions are subject to change

**Assessment and Reserve Funding Disclosure Summary
Cape George Colony Club
Water Reserve - FINAL**

For Fiscal Year Beginning: **January 1, 2019**

Number of Connections: **520**

1. Anticipated Actual 2019 Reserve Contribution:

	Total	Per Member
Maximum from Operations	\$ 42,362	\$81
Reserve Assessment ⁽¹⁾	\$ 68,122	\$131
Total	\$ 110,484	\$212

(1) Reserve assessment, paid by all Members, is allocated to water reserves at 38.6% of total net assessment.

2. Recommended Amount - 2019 Fully Funded Assumption: (2)

	Total	Per Member
Reserve Contribution	\$ 117,500	\$226
Funding plan Objectives	<i>Full Funding</i>	

(2) RCL 2018 Reserve study update; v 1; October 2018.

3. Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the Board and Members:

Date Due	Total Amount Per User	Purpose
None	None	None

4. Based on the most recent reserve study and other information available to the Board of Trustees, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years? **No but current projections, using current combination funding methodology, indicate only a very limited number of future special assessments might be necessary.**

5. 2019 Summary - Single Year Snapshot

All computations/disclosures are based on year start date of:	1/1/2019
Fully Funded Balance (based on formula defined in RCW64.38): ⁽²⁾	\$ 1,943,029
Projected Reserve Fund Balance ⁽³⁾	12/31/2019 \$ 794,556
Calculated Percent Funded	41%
Current Reserve (Deficit) on a mathematical average per user basis	\$ (2,209)

(2) RCL 2018 Reserve study update; v 1; October 2018.

(3) Calculated reserve fund balance - current combination method - 2019 budget.

The current year's Reserve Study update will be available for review in the Cape George Office or online through the Cape George website .

All projections and assumptions are subject to change

6. If the answer to "4" is no, what additional assessments or other contributions/loans to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years?

Fiscal Year Funds will be Needed	Total Additional Amount Needed (Special Assessments)	Amount Per Member (whole dollars)
2019	\$0	\$0
2020	0	0
2021	0	0
2022	0	0
2023	0	0
2024	0	0
2025	0	0
2026	0	0
2027	0	0
2028	0	0
2029	0	0
2030	0	0
2031	0	0
2032	0	0
2033	0	0
2034	0	0
2035	0	0
2036	0	0
2037	0	0
2038	0	0
2039	0	0
2040	150,000	288
2041	0	0
2042	0	0
2043	0	0
2044	0	0
2045	1,350,000	2,596
2046	0	0
2047	350,000	673
2048	0	0

Total amount per connection - Special Assessments

\$3,558

All projections and assumptions are subject to change

7. See the 30 year Summary Table below showing the projected reserve funding plan, reserve balances, and percent funded, under the recommended and actual budgeted reserve funding plans.

Water Reserves			RDA Recommended Full Funding			Current Funding - Excess Income plus Allocated Reserve Assessment (53.9%)			
Year	"Fully Funded" Reserves	Projected Expenditure	RDA Reserve Contribution + Interest	Ending Reserve Balance	% Fully Funded	Year End Contribution + Interest	Special Assessment Needed	Ending Reserve Balance	% Fully Funded
2019	1,943,029	6,304	132,479	819,527	42%	111,134	0	794,556	41%
2020	2,062,666	20,327	138,423	937,623	45%	121,847	0	896,076	43%
2021	2,193,239	15,265	144,502	1,066,860	32%	125,479	0	1,006,290	46%
2022	2,341,428	3,737	150,979	1,214,102	52%	129,313	0	1,131,866	48%
2023	2,479,325	21,574	157,636	1,350,164	54%	133,057	0	1,243,349	50%
2024	2,499,915	149,400	163,086	1,363,851	55%	135,612	0	1,229,561	49%
2025	2,650,197	19,272	168,788	1,513,367	57%	139,546	0	1,349,835	51%
2026	2,800,163	27,147	175,951	1,662,171	59%	143,856	0	1,466,544	52%
2027	2,983,888	0	183,577	1,845,749	62%	148,560	0	1,615,104	54%
2028	2,864,301	321,169	188,547	1,713,127	60%	150,182	0	1,444,117	50%
2029	3,085,694	0	213,228	1,926,355	62%	155,114	0	1,599,231	52%
2030	3,320,214	0	226,099	2,152,454	65%	160,182	0	1,759,414	53%
2031	3,556,701	12,215	239,431	2,379,671	67%	165,267	0	1,912,466	54%
2032	3,768,267	52,385	252,647	2,579,932	68%	170,091	0	2,030,171	54%
2033	4,034,247	10,007	266,572	2,836,497	70%	175,479	0	2,195,643	54%
2034	4,272,800	54,364	281,176	3,063,309	72%	180,572	0	2,321,851	54%
2035	3,070,701	1,553,417	273,371	1,783,263	58%	170,822	0	939,256	31%
2036	3,273,527	62,387	265,525	1,986,402	61%	175,985	0	1,052,854	32%
2037	3,550,659	0	281,074	2,267,476	64%	181,925	0	1,234,779	35%
2038	3,844,724	0	298,366	2,565,842	67%	188,029	0	1,422,809	37%
2039	4,138,114	19,075	316,244	2,863,011	69%	194,111	0	1,597,845	39%
2040	2,649,560	1,873,079	306,932	1,296,864	49%	183,323	150,000	58,089	2%
2041	2,926,565	0	298,009	1,594,872	54%	189,771	0	247,860	8%
2042	3,182,425	40,238	316,710	1,871,344	59%	195,996	0	403,618	13%
2043	3,450,970	45,042	335,710	2,162,013	63%	202,353	0	560,929	16%
2044	3,755,799	26,354	355,920	2,491,576	66%	209,083	0	743,658	20%
2045	1,909,146	2,262,866	343,918	572,631	30%	207,138	1,350,000	37,930	2%
2046	2,118,758	77,075	331,262	826,818	39%	213,660	0	174,514	8%
2047	1,719,636	721,278	341,833	447,373	26%	217,435	350,000	20,671	1%
2048	1,800,028	219,850	351,085	578,608	32%	222,896	0	23,717	1%

All projections and assumptions are subject to change

**Assessment and Reserve Funding Disclosure Summary
Cape George Colony Club
Marina Reserve - FINAL**

For Fiscal Year Beginning: **January 1, 2019**

Number of
Equiv. Users: **130**

1. Anticipated Actual 2019 Reserve Contribution:

	Total	Per Member
Maximum from Operations	\$ 5,634	\$43
Reserve Assessment ⁽¹⁾	\$ 19,843	\$153
Total	\$ 25,476	\$196

(1) Reserve assessment, paid by all Members, is allocated to marina reserves at 14.5% of total net assessment.

2. Recommended Amount - 2019 Fully Funded Assumption: (2)

	Total	Per Member
Reserve Contribution	\$ 46,000	\$354
Funding plan Objectives	<i>Full Funding</i>	

(2) RCL 2018 Reserve study update; v 1; October 2018.

3. Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the Board and Members:

Date Due	Total Amount Per User	Purpose
None	None	None

4. Based on the most recent reserve study and other information available to the Board of Trustees, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years? **No but current projections, using the current combination funding methodology, indicate only a limited number of future special assessments might be necessary.**

5. 2019 Summary - Single Year Snapshot

All computations/disclosures are based on year start date of:	1/1/2019
Fully Funded Balance (based on formula defined in RCW64.38): ⁽²⁾	\$ 328,827
Projected Reserve Fund Balance ⁽³⁾	12/31/2019 \$ 47,918
Calculated Percent Funded	15%
Current Reserve (Deficit) on a mathematical average per user basis	\$ (2,161)

(2) RCL 2018 Reserve study update; v 1; October 2018.

(3) Calculated reserve fund balance - current combination method - 2019 budget.

The current year's Reserve Study update will be available for review in the Cape George Office or online through the Cape George website .

All projections and assumptions are subject to change

6. If the answer to "4" is no, what additional assessments or other contributions/loans to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years?

Fiscal Year Funds will be Needed	Total Additional Amount Needed (Special Assessments)	Amount Per Member (whole dollars)
2019	\$0	\$0
2020	0	0
2021	0	0
2022	30,000	231
2023	0	0
2024	0	0
2025	0	0
2026	130,000	1,000
2027	0	0
2028	0	0
2029	0	0
2030	0	0
2031	25,000	192
2032	0	0
2033	0	0
2034	10,000	77
2035	0	0
2036	0	0
2037	0	0
2038	95,000	731
2039	0	0
2040	25,000	192
2041	0	0
2042	80,000	615
2043	0	0
2044	0	0
2045	0	0
2046	0	0
2047	0	0
2048	0	0

Total needed per equiv. user - Special Assessments \$3,038

All projections and assumptions are subject to change

7. See the 30 year Summary Table below showing the projected reserve funding plan, reserve balances, and percent funded, under the recommended and actual budgeted reserve funding plans.

Marina Reserves			RDA Recommended Full Funding			Current Funding - Excess Income plus Allocated Reserve Assessment (15.7%)			
Year	"Fully Funded" Reserves	Projected Expenditure	RDA Reserve Contribution + Interest	Ending Reserve Balance	% Fully Funded	Year End Contribution + Interest	Special Assessment Needed	Ending Reserve Balance	% Fully Funded
2019	328,827	25,760	47,155	69,032	21%	25,676	0	47,918	15%
2020	337,602	31,827	48,916	86,121	26%	26,117	0	42,207	13%
2021	374,297	4,262	50,969	132,829	35%	26,554	0	64,499	17%
2022	303,246	117,323	52,251	67,757	22%	26,158	30,000	3,334	1%
2023	344,918	0	53,646	121,403	35%	26,625	0	29,959	9%
2024	372,726	16,573	56,123	160,952	43%	26,922	0	40,308	11%
2025	396,221	22,913	58,465	196,505	50%	27,151	0	44,546	11%
2026	252,162	197,287	59,097	58,315	23%	27,424	130,000	4,683	2%
2027	282,456	14,353	59,876	103,840	37%	28,246	0	18,576	7%
2028	304,723	24,688	62,450	141,602	46%	28,990	0	22,878	8%
2029	312,423	45,075	66,928	163,455	52%	29,556	0	7,359	2%
2030	339,840	26,702	70,394	207,147	61%	30,329	0	10,985	3%
2031	337,908	59,743	73,845	221,249	65%	31,048	25,000	7,290	2%
2032	363,318	33,252	77,406	265,403	73%	31,808	0	5,846	2%
2033	396,412	28,205	81,657	318,855	80%	32,645	0	10,286	3%
2034	408,656	52,936	64,743	330,662	81%	33,364	10,000	714	0%
2035	474,695	0	68,130	398,792	84%	34,540	0	35,254	7%
2036	545,364	0	72,502	471,294	86%	35,749	0	71,003	13%
2037	604,556	16,852	76,845	531,288	88%	36,823	0	90,973	15%
2038	485,559	205,060	78,341	404,569	83%	36,997	95,000	17,911	4%
2039	512,880	51,743	79,458	432,284	84%	37,780	0	3,947	1%
2040	531,185	64,550	82,822	450,556	85%	38,715	25,000	3,112	1%
2041	606,837	8,727	87,040	528,869	87%	39,991	0	34,376	6%
2042	549,323	151,596	90,192	467,466	85%	40,677	80,000	3,457	1%
2043	639,305	0	93,688	561,154	88%	42,110	0	45,567	7%
2044	701,685	34,938	99,161	625,378	89%	43,233	0	53,862	8%
2045	790,959	12,723	104,735	717,391	91%	44,616	0	85,755	11%
2046	899,098	0	111,133	828,524	92%	46,168	0	131,923	15%
2047	984,383	31,146	117,585	914,962	93%	47,451	0	148,227	15%
2048	1,053,983	54,094	123,561	984,430	93%	48,545	0	142,679	14%

All projections and assumptions are subject to change

CAPE GEORGE ELECTION

SPECIAL MEMBERSHIP MEETING -- TUESDAY, DECEMBER 11, 2018, 2:45 P.M.

No.	Approve	Disapprove	Issue
1			Budget – The proposed 2019 Budget adopted by the Board of Trustees at the October 11, 2018 Board of Trustees Meeting shall be ratified. Details provided in Exhibits A-C.
2			Reserve Projects – Shall the proposed 2019 Reserve Project List recommended by the Board of Trustees at the October 11, 2018 Board of Trustees meeting be approved? Details provided in Exhibits D and E.
3			Amend Building and Property Regulations- Shall the Building Regulations be amended as recommended by the Board of Trustees at the September 13, 2018 Board of Trustees Meeting? The exact wording of the change is included in Exhibit F
4			Amend Bylaws- Shall the Bylaws be amended as recommended by the Board of Trustees at the October 11, 2018 Board of Trustees Meeting? The exact wording of the amendments is included in Exhibit G
5			Amend Articles of Incorporation- Shall the Articles be amended as recommended by the Board of Trustees at the October 11, 2018 Board of Trustees Meeting? The exact wording of the amendments is included in Exhibit H.
6			IRS Resolution – Because the Members desire that the corporation shall act in full accordance with the rulings and regulations of the Internal Revenue Service, the Members adopt that should an 1120 Federal tax return be necessary, any excess of membership income over membership expense for the year ended December 31, 2018 shall be applied against subsequent tax year members general assessments as provided for in IRS Revenue Ruling 70-604.

INSTRUCTIONS FOR VOTING USING THE PROXY

1. Vote for the issues – approve or disapprove.
2. Fold the ballot and place in the small white envelope. Seal the envelope and make no marks on this envelope. This is to ensure the secrecy of the ballot.
3. Place the small white envelope into the large mailing envelope and seal it.
4. Fill in the Proxy form on the back of the large mailing envelope.
 - a. Fill in the Membership Meeting date to read: December 11, 2018.
 - b. To be valid, the Proxy envelope must be signed.
 - c. If your property is part of a trust and are listed as a trustee on that property it is necessary to sign your ballot envelope as: **Your Name, Trustee** in order to be counted.
 - d. If the property is owned by a business it must be signed with the **business name** and **your name**.

5. If the Secretary is the designated proxy holder; mail or hand deliver the proxy envelope to reach the Cape George office no later than 2:00 PM, Tuesday, December 11, 2018.
6. If another person is designated as the proxy holder, mail or hand deliver the proxy envelope to this person. He/She must appear at the Clubhouse on the polling date and vote the proxy in person.

INSTRUCTIONS FOR VOTING IN PERSON

1. Bring your ballot/envelopes to the Cape George Clubhouse on Tuesday, December 11, 2018, between 2:45 & 3:00 pm
2. Mark your ballot, seal ballot in envelopes and place in the polling box.

2019 Reserve Projects

EXHIBIT E

In accordance with our bylaws, the Membership must approve expenditures from each of the three reserves – General, Water and Marina. The vote to approve the expenditures is separate and distinct from the ratification vote on the operating budget.

There are six expenditures being proposed for 2019 and summaries for each expenditure follow. There are sufficient funds in each of the impacted reserves to fund all requested projects in 2018. The Board recommends approval of all six (6) reserve expenditures.

Sport Court Resurfacing – \$8,000 – General Reserve

The Sport Court was built in 2012 with volunteer donations. It was last resurfaced by volunteers in 2015. It is due for professional major repair and resurfacing which includes shot blasting to prepare the surface and then the resurfacing. The next major repair will be required in 2029. There are sufficient funds in the General Reserve to pay for the expenditure.

Toro Riding Mower Replacement -- \$3,790 – General Reserve

The Toro riding mower purchased in 2011 gets significant use each year. It was on the Reserve Schedule for Replacement in 2018 but was serviceable then. It now needs to be replaced. The zero turn lawnmower is essential for lawn maintenance at the entrances and parks. There are sufficient funds in the General Reserve to pay for the expenditure.

Booster Pump Control System Replacement -- \$8,230 – Water Reserve

The lots in the Highlands are higher than the water reservoirs. To provide adequate water pressure a booster pump station installed in 1993 pumps water to the higher elevations. The pumps maintain pressure by pumping from the reservoirs to pressure sustaining valves, then to the Highlands. The original pressure sustaining valves still in use are deteriorating due to chlorine in the water corroding the internal components and internal body of the valves. This expenditure is to remove the pressure sustaining valves and replace with variable frequency drive motor speed control. These controls will not be subject to the deterioration factors as the existing valves and they will reduce the cost of the electricity for the pumps. There are sufficient funds in the water reserves to fund this expenditure.

Gravel Marina Road and South Parking Lot – \$14,020 – Marina Reserve

This expenditure is to resurface the marina road and south parking lot with gravel. The road has been in service for decades and has been periodically maintained by Marina Committee volunteers, but the overall surface has deteriorated to the point where it requires that we fill potholes, regrade and resurface with approximately 2 inches of gravel. There are sufficient funds in the marina reserve budget allocated for this expenditure

2019 Reserve Projects

EXHIBIT E

Marina Water system – \$4,130 – Marina Reserve

This expenditure is to replace the aging water system along the marina docks. In 2018 the electrical wiring was replaced including modern pedestals equipped with fresh water spigots. This project would replace the aging plumbing and connect the lines to the new pedestals. The reserve cost is for materials only; the labor will be provided by Marina Committee volunteers. There are sufficient funds in the marina reserve budget allocated for this expenditure.

Section of Aluminum Docking – \$7,000 – Marina Reserve

This expenditure is to replace a single section of existing wood dock with a 16 foot section of aluminum dock. The existing wooden docks have held up for many years, but will need to be replaced either by wood or aluminum sections. Replacement is currently scheduled in three phases between 2027 and 2029. The Marina Committee recommends that a 16 foot aluminum section of aluminum deck be installed to determine how well this material performs compared to the wooden docks. The Harbormaster and other marina volunteers have visited other marinas to view and discuss the performance of this material. There are sufficient funds in the marina reserve budget for this expenditure.

Building and Property Regulation Amendment

EXHIBIT F

EXPLANATION OF PROPOSED BUILDING AND PROPERTY REGULATION CHANGES

Members are being asked to consider changes to the Building and Property Regulations concerning 1) the amount of time a member can stay in an RV during a home build or remodel, 2) septic soil evaluation permit requirements, and 3) clarifying language regarding fences, hedges and retaining walls.

The Building Committee proposed and the Board of Trustees recommends you APPROVE these Building and Property Regulation changes:

Current wording for 4.11 TEMPORARY QUARTERS:

4.11 TEMPORARY QUARTERS: Only Single Family Residences on Lots may be inhabited. The only exception to this regulation is that the Club Manager may give written authorization to use a Recreational Vehicle as temporary living quarters for a maximum period of six months while a Single Family Residence is being constructed pursuant to a valid Club Building Permit. Tents shall not be used as living quarters under any circumstances.

The wording for 4.11 will be replaced as follows:

4.11 TEMPORARY QUARTERS: The Club Manager may give written authorization to use a Recreational Vehicle as temporary living quarters up to six months while a Single Family Residence is being constructed pursuant to a valid Club Building Permit. The Manager may extend such authorizations for additional periods of up to 6 months each.

Current wording for 6.2 SEPTIC SOIL EVALUATION:

6.2 PERC HOLES: All perc holes are to be filled in properly within ten (10) days after completion of the perc test. If such holes are not filled, the Club Manager will have them filled at owner's expense.

The wording for 6.2 will be replaced as follows:

6.2 SEPTIC SOIL EVALUATION: a Cape George Earthworks Permit must be obtained before septic soil evaluation may be conducted upon any property. Within ten (10) days after the completion of the evaluation, all evaluation holes are to be filled in properly and the Building Committee Chair notified of the completion. If such holes are not filled, the Club Manager will order them filled at owner's expense.

Current wording for 7.1 FENCES, HEDGES, RETAINING WALLS:

7.1 FENCES, HEDGES, RETAINING WALLS: A permit is not required to plant a hedge or to build a fence, including an electrical fence, or a retaining wall unless if such wall requires excavation on

or adjacent to the Club's right of way. The maximum permissible height for fences and hedges is 8 feet.

The wording for 7.1 will be replaced as follows:

7.1 FENCES, HEDGES, RETAINING WALLS: A permit is required to plant a hedge or to build a fence, including an electrical fence, or a retaining wall if such hedge, fence or wall requires excavation on or adjacent to the Club's right of way. The maximum permissible height for fences and hedges is 8 feet.

Additionally, Members are being asked to consider removing **Forms BG03a Water Connection Permit Application & BG03b Water System Use Application**. Both forms will be replaced with a streamlined **Water Connection and Use Permit Application**.

October 8, 2018

Exhibit G & H – Voting Amendments to the Bylaws and Articles of Incorporation

Ballot Exhibits G & H which relate to recently discussed “one lot/one vote” amendments to the By Laws and Articles will be discussed at the Study Session. The exhibits will be included in the Board Meeting Information packet.

Variance Hearing
November 13, 2018
2:45 PM at the Clubhouse

Lot Owner: George Conner

Variance Requested: Garage height variance

Reason: Garage plan selected has excess height to approximately 19'

1. Owner or owner's agent comments
2. Letters from members dealing with variance
3. Building Committee recommendations
4. Recommendation for Board at Regular Board Meeting, November 15, 2018

Study Session Agenda
November 13, 2018
3:00 PM at the Clubhouse

A. President's Comments and Announcements

1. Welcome
2. An Executive Session will follow the November 15th Regular Board Meeting to discuss a legal matter

B. Letters from Members

C. Manager's Comments

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.

1. Review member request for refund of a marina overpayment – Sharon Mitchel
2. Review one (1) due date adjustment – Sharon Mitchel
3. Review a member request for refund of clubhouse rental deposit – Sharon Mitchel
4. Review Selective Insurance quote for Clubhouse and Workshop flood insurance – Sharon Mitchel
5. Discuss Water Manager, Greg Rae's resignation and Steve Wright's acceptance of Water Manager role – Larry Southwick
6. Discuss Water Committee recommendation to approve Marty Gilmore as Water Committee Chair – Larry Southwick

E. Member Participation (Compliments, Issues, 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.

Open Board Discussion

F. Announcements

Board Meeting – November 15, 2018 3:30 P.M.

Executive Session – November 15, 2018 following regular Board Meeting

Study Session – December 11, 2018 3:00 P.M.

Board Meeting – December 13, 2018 3:30 P.M

Close Study Session

Cape George Manager

From: WILLIAM F DECKMAN Owner <wdeckman@q.com>
Sent: Friday, October 05, 2018 11:47 AM
To: manager@capegeorge.org
Subject: Conner Variance

Sharon,

The Building Committee meet on 3 Oct. to discuss a variance from George Conner Maxwell Dr. Highlands. Mr Conner proposes to build a garage with a height of 19'. After consideration the Building Committee recommends the approval of this variance by the Cape George board.

Thank You in advance
Bill

11-7-2018

Re: Concerning Variance Request for George Conner Workshop.

To the Board:

I am the immediate next door neighbor to the Connors.

I have discussed this height variance with George and have no issue with it with the condition that screening/hedges/trees or some sort of buffer is planted behind the shop to help mitigate any privacy concerns.

Height of the buffer is not an issue, in fact I would prefer them 15-17' (or whatever is reasonable) which includes bamboo or perhaps Laurel. We discussed fences and we both prefer that not be the method chosen to screen the building. I am stating that my cooperation and agreement to the variance specifically not involve fences or unnatural structures.

Thanks for your time,

Greg & Marcy Mika

360-385-1167

From: Terri
To: Sharon Mitchel
Subject: variance
Date: Tuesday, October 30, 2018 11:04:55 AM

Jacques Thiry stopped by the office on October 30, 2018 in regards to the variance request at 30 Maxwell Ave. Jacques is located at 31 Maxwell and has no issues with the extra 2' in height for the planned garage build.

Terri Brown

Office Administrator
Cape George Colony Club
360-385-1177

November 4, 2018

To: Cape George Trustees

From: Bonnie Whyte

RECEIVED NOV - 5 2018

Cape George Board of Trustees
61 Cape George Drive
Port Townsend, Wa 98368

In 2014, the Cape George Board of Trustees without having any input or participation from the Community or allowing a vote from the Community allowed a special interest group to build a Pickle Ball Court.

They built the court without any consideration of what the sound would do to the surrounding homes. They also did not plan for a bathroom. These two issues alone created problems in the Community that still exist.

The Pickle Ball group made a pledge to the Community, that they would be responsible for maintenance and costs incurred through time by the Pickle Ball Court.

In the November, 2018 News Letter, the Pickle Ball leaders, some who made the pledge to be "responsible" for the needs of the Pickle Ball Court say the following:

"Good news from our Cape George Board includes monies for a professional resurfacing of the court in 2019 and reserve account to allow ongoing maintenance as needed. Bob Niemitalo has offered to be our as needed maintenance and minor repair man for the court as well as a member of the steering committee."

They do not state what the monies will amount to for these on going maintenance and resurfacing costs that they pledged to be responsible for as time goes on!

Not only is the promise to subsidize and care for maintenance is being broken but they are once again acting without Community participation or approval!

Once again they are disregarding the rights of the Community to have a vote.

Other special interest groups, who pay moorage fees for example are not subsidized by the Board of Trustees. The Pickle Ball Group should be treated in the same way.

I hope the Pickle Ball leaders and the Board of Trustees do the right thing and realize this Community is for everybody to have a voice and know the facts.

I do not want neighbors who are grifters who think they are entitled to spend the money that belongs to everyone who lives here and to make promises they don't intend to keep.

Give us a vote or give us a refund...The Community will be informed.

Bonnie Whyte
91 Quinault Loop

November 9, 2018

To: Board of Trustees

From: Sharon Mitchel, Manager

Re: John Hanks refund of moorage overpayment

John is appealing the Board's decision to not refund or apply a credit to his account for overpayment of moorage. The Harbormaster re-measured boats this year and John's was a foot shorter than we had previously measured.

Prior to the May 8th Study Session where moorage overpayments were discussed, the Office had already sent notice to 3 members that they were due a credit for overpayment of their moorage as a result of the re-measurement. May 11th, the Office sent another letter letting them know the Trustees did not approve the refund/credit.

There are 3 members who overpaid 2018 moorage as a result of re-measurement for a total of \$135.00.

Oct. 7, 2018

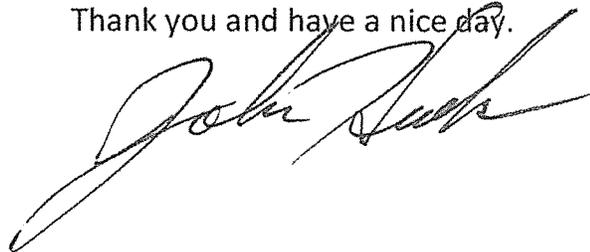
Dear Sharon,

This note is to request the moorage I've paid for 2018 be prorated for the months of Oct., Nov. and Dec., I have sold that boat and it is no longer in the marina. Also, while we are on the subject of boats and marinas, Cape George still owes me the \$27 I was overcharge for that slip this year, and past years which I will no longer count from the past years of claiming my boat was one foot longer that it really is. As we have discussed, I have accidently short-changed Cape George \$25 on one of my quarterly payments this year, so I would only suggest you could apply that to my account.

I know you will need to present this to the Board, but I am sure, in their infinite wisdom, they will do the right thing.

p.s. that slip is only 29 feet long.

Thank you and have a nice day.

A handwritten signature in black ink, appearing to read "John Ruck", written in a cursive style.

November 8, 2018

Refund Request

Member in good standing: SPO001

Request a refund of the \$400 clubhouse rental cleaning/damage deposit. The event was signed off by the event coordinator.

Terri Brown

Office Administrator

November 11, 2018

To: Trustees

From: Sharon Mitchel, Manager

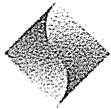
Re: Flood Insurance Renewal

Cape George maintains flood insurance on the Clubhouse and Workshop with renewal dates of December 1, 2018.

Identical coverage options are available for each policy; however there is a small premium increase for the Workshop coverage. The premium increase for the Workshop is \$37.00 or about 3%. Once again, there is no increase to the Clubhouse premium. Below is a summary of the available coverage options and corresponding premiums.

Clubhouse	Premium	Building Coverage	Content Coverage	Component Deductibles
Current Coverage	\$2,559	\$500,000	\$200,000	\$1,250
2019 Same Coverage level	\$2,559	\$500,000	\$200,000	\$1,250
Increased Content Coverage	\$2,705	\$500,000	\$250,000	\$1,250
Maximum Content Coverage	\$3,323	\$500,000	\$500,000	\$1,250

Workshop	Premium	Building Coverage	Content Coverage	Component Deductible
Current Coverage	\$1,198	\$75,000	\$10,000	\$5,000
2019 Same Coverage level	\$1,235	\$75,000	\$10,000	\$5,000
Increased Coverage	\$1,321	\$82,500	\$10,500	\$5,000
Maximum Coverage	\$7,391	\$500,000	\$500,000	\$5,000



SELECTIVE®

RECEIVED OCT - 9 2018

Your Flood Renewal Bill

as of October 02, 2018

Your account information

Account name: CAPE GEORGE COLONY CLUB
Policy number: FLD1397651
Mortgage loan number: 0
Payor: CAPE GEORGE COLONY CLUB
61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98068

Contact us

SELECTIVE FLOOD OPERATIONS CUSTOMER SERVICE AT
877-348-0552 OR COMMUNITY ASSOC UNDERWRITERS OF
AMERICA AT (267) 757-7100

Payment due date: 12/01/2018

To renew, simply choose one of the three policy coverage options shown below and pay the premium before the policy expires on 12/01/2018.

You should retain this copy for your records.

Ways to pay

- www.myselectiveflood.com
- 800-747-3576 (credit card or echeck only)
- mail in check - made payable to Selective

GET PREPARED FOR SEVERE WEATHER
DON'T LET YOUR POLICY LAPSE
Visit ibhs.org for preparation tips.
To pay your bill visit myselectiveflood.com
or call 877-348-0552.

Policy coverage options

Location: 312 MARINA DRIVE (CLUBHOUSE) PORT TOWNSEND, WA 98068

		PREMIUM	COVERAGE AMOUNTS		DEDUCTIBLES	
			BUILDING	CONTENTS	BUILDING	CONTENTS
Option A	Current coverage	\$2,559.00	\$500,000.00	\$200,000.00	\$1,250.00	\$1,250.00
Option B	Increased coverage	\$2,705.00	\$500,000.00	\$250,000.00	\$1,250.00	\$1,250.00
Option C*	Maximum available	\$3,323.00	\$500,000.00	\$500,000.00	\$1,250.00	\$1,250.00

*Please see the last bullet under "Information about your policy" on the reverse side.

PAGE 1 OF 2

COMMUNITY ASSOC UNDERWRITERS OF AMERICA
2 CAUFIELD PL
NEWTOWN, PA 18940-9428



MB 01 001041 21159 B 4 E



CAPE GEORGE COLONY CLUB
61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368-9403

YOUR POLICY RENEWAL DATE POLICY NUMBER

12/01/2018

FLD1397651

Select one:

- OPTION A \$2,559
 OPTION B \$2,705
 OPTION C \$3,323

Amount enclosed:

\$

See reverse for ways to pay.

Cape George Colony Club

Board of Directors

October 10, 2018

Dear Manager and Board of Directors,

I would like to state that working for the "Cape" has been a great experience the last ten years. I think a lot has been accomplished. Security of the water rights, a current water system plan, and a more reliable source of water. It has been a total team effort of the water committee with a special thanks to Larry Southwick and of course Ed Skowyra.

My full time job has changed and the demands of my new position has made the decision for me that I should resign as the Cape George Water Manager. I would like to continue to the end of the year to help the transition to my replacement. I would like to assure you that I am not turning my back on the Cape. After I leave I will be available to advise the Water Manager in any capacity needed. People in the water industry help each other out because it's the right thing to do.

Please accept my resignation as of December 31. 2018

Sincerely,

Greg Rae

**Special Membership Meeting Agenda
December 11, 2018
2:45 PM at the Clubhouse**

- A. Call to order – Katie Habegger, President
 - 1. Election ballots will be received until 3:00 p.m.
- B. Member Participation
- C. Announcements
 - 1. December 13, Board Meeting 3:30 PM – Election results will be announced
- D. Adjournment: Motion to adjourn Special Membership Meeting

**Study Session Agenda
December 11, 2018
3:00 PM at the Clubhouse**

- A. President's Comments and Announcements
 - 1. Welcome
- B. Letters from Members
- C. Manager's Comments
- 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.
 - 1. Discuss temporary speed bump on Marina Drive – Katie Habegger
 - 2. Discuss consolidating the two current petty cash accounts into one account with a balance of \$300 – Sharon Mitchel
 - 3. Review appointment of Marty Bluewater as Marina Chair – Ross Anderson
 - 4. Review proposed list of 2019 bank signatories – Sharon Mitchel
 - 5. Review proposed 2019 clubhouse blackout dates – Sharon Mitchel
 - 6. Review a member request for refund of clubhouse rental deposit – Sharon Mitchel
 - 7. Discuss proposed revisions to CP08 Water System – Sharon Mitchel
 - 8. Review pool shower update and Pool Committee cash donation to cover part of the costs – Sharon Mitchel
 - 9. Review turning over 3 accounts to SABA collection agency – Sharon Mitchel
 - 10. Review 2018 allowances for doubtful accounts recommendation – Karen Krug
 - 11. Review 2018 additions and deletions to the depreciation schedule – Karen Krug

12. Review recommendations for 2018 minimum net transfers of excess operating cash – Karen Krug
13. Review recommendation for 2018 transfer of reserve allocation net of bad debt reserve – Karen Krug
14. Discuss possible year-end employee bonuses – Katie Habegger

E. Member Participation (Compliments, Issues, 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.

Open Board Discussion

F. Announcements

Board Meeting – December 13, 2018 3:30 P.M
Study Session – January 8, 2019 3:00 P.M.
Board Meeting – January 10, 2019 3:30 P.M.

Close Study Session

Dear Katie,

There is no question we need to stop traffic before vehicles arrive at the playgrounds and barbeque at the areas to the north of the clubhouse, used by adults, children and pets. Due to the steep slope preceding arriving at this area, we need cars to dramatically slow down or completely stop.

The current speed bump is obviously much too high, some say twice the height we desired. Drivers and vehicles should not be subjected shake, rattle, and roll this causes. However as often the case, from a mistake comes the good idea and in this case I'm sure most of us can agree we need a stop sign, at least heading into the clubhouse area for the protection of well being of all.

I do not see why we would need a speed bump or stop sign leaving the area, but we could to keep speed to a minimum exiting the area as well.

CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

www.capegeorge.org
office@capegeorge.org

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

December 13, 2018

In accordance with Cape George Colony Club rule FIN08 Critical Account Policy, the Board approves the following Trustees as signatories on the listed financial accounts effective January 2, 2019

Chase Bank

XXXXXX9928	Checking Account	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug,
XXXXXX1366	Checking Account	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug,
XXXXXX5161	Savings Account	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug,

Kitsap Bank

XXXXXX9111	Checking Account	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug,
XXXXXX9120	Savings Account	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug,

Peninsula Credit Union

XXXXXX8414	Main Share Account	Kathleen Habegger, Raymond Pierson, Karen Krug, (PCU allows 4 signatories. Traditionally the Board Secretary has not been a signer on this account)
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Wells Fargo Bank

XXXXXX5374	Savings Account	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug,
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1st Security Bank

XXXXXX8630	Money Market	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug,
XXXXXX7070	Money Market	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug,

First Federal

XXXXX8401	Money Market	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug,
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US Bank

XXXXX3724	Money Market	Kathleen Habegger, Raymond Pierson, Joel Janetski, Karen Krug,
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Joel Janetski, Secretary

Katie Habegger, President

To: Cape George Board of Trustees
From: Terri Brown
Date: December 2018
Re: Proposed 2019 Clubhouse Blackout Dates

So that community members have ample opportunity to enjoy the clubhouse on weekends, I propose setting aside the following weekends for member use.

Dec 31 - Jan 1st 2019 New Year's

April

May

May 11-12, Mother's day

May 25 -27, Memorial Day

June

June 15- 16, Father's Day

July

July 4 - 7th 4th of July (4th falls on a Thursday this year)

July 20, Annual Membership Meeting

August

September

Aug 31 - Sept 2, Labor Day weekend

November

November 28, Thanksgiving

December

December 25, Christmas

November 26, 2018

Refund Request

Member in good standing: AFR001

Request a refund of the \$400 clubhouse rental cleaning/damage deposit. The event was signed off by the event coordinator.

Terri Brown

Office Administrator

RULES AND REGULATIONS -- USE OF CLUB PROPERTY

WATER SYSTEM

The following Rules and Regulations are established and fixed for controlling the connection, use and price of water supplied by Cape George Colony Club (hereinafter called "The Club"). Inquiries concerning these Rules and Regulations shall be directed to the Club Manager, who is responsible for the enforcement of these Rules and Regulations.

SECTION 1. The Club, as the purveyor of the water, shall observe existing Rules and Regulations of the Washington State Department of Health.

SECTION 2. Any member desiring to have premises connected with the Club water system is required to complete a Water Connection and Use Permit Application (CP08a) (BG03a) supplied by the Club for this purpose. The completed and approved Application together with these Rules and Regulations (CP08) and CP08b – Water Conservation Pricing This Application constitutes a contract on the part of the signer to pay the connection charge and for water delivered at the rates specified and to abide by these Rules and Regulations. The connection supplied by the Club shall not be used to supply water to any lot other than that specified in the Application.

SECTION 3. The Board of Trustees reserves the right to charge and collect the rates and to enforce the penalties provided for in these Rules and Regulations. Additionally the Board of Trustees reserves the rights:

- a. To change the connection fees and rates, which will take effect 30 days after a hearing of the membership. Notice of the date of the hearing and publication of the proposed changes shall be given to the membership no less than one week prior to the hearing date.
- b. To temporarily discontinue service for unscheduled maintenance or in emergency circumstances.
- c. To interrupt service for scheduled maintenance with notice given by bulletin board announcement.
- d. To establish the maximum amount of water to be used by each lot at the basic rate and to set additional charges for all uses of water in excess of the permissible usage defined in CP08b – Water Conservation Pricing. ~~the service application.~~
- e. To install meters to measure usage.
- f. To disconnect water service to an owner's premises under the following conditions:
 - **Noncompliance With Club Building Codes.** Water service to be disconnected after written notice has been given to the owner. The owner shall have the right to appeal within 15 days in writing to the Board of Trustees, after which termination of service may take effect. Disconnect shall remain in effect until such time as The Club Building Committee notifies the Board that said noncompliance has been corrected.
 - **Emergencies:** Improper fittings or failure of a service on the residence side of the meter box deemed an emergency requires the Club to immediately disconnect the service and notify the property owner. Service may be resumed following written

RULES AND REGULATIONS -- USE OF CLUB PROPERTY

Club Water System Plan Appendix "S", Washington State Department of Health requirements and American Water Works Association adopted standards.

SECTION 9. The Club will accomplish all work required to bring water service to the property line, including a meter box and attendant internal fittings. The connection fee for this service will be established annually by the Board. Any consequent damage to the connection, check valve, loop, valve, meter, or meter box as the result of unauthorized use by the property owner, or others at the owner's direction, shall be billed to said property owner.

SECTION 10. Turning water on or off at the meter shall be done only by authorized Club personnel. Part-time residents shall make all requests for turn on/off to the Club Manager.

SECTION 11. The scheduled rates shall be payable in the manner specified by the Board, ~~tri-~~ annually quarterly, with water surcharges payable annually.

~~SECTION 12. See related forms CP08a—Water Conservation Pricing, and CP08b—Water Connection and Use Permit Application for additional rules/regulations, by reference hereby a part of these Rules and Regulations. (Form BG03a Water Connection Permit Application and Water System Rules, BG03b Water System Use Application).~~

Adopted at Board of Trustees meeting, _____

Katie Habegger, President

Joel Janetski, Secretary

CAPE GEORGE COLONY CLUB

61 CAPE GEORGE DRIVE
PORT TOWNSEND, WA 98368

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

WATER CONNECTION AND USE PERMIT APPLICATION

Name:		Date:	
Mailing Street Address:	City:	State & Zip	
Telephone:	Email address:		
Property address or Lot #, street:			

- I hereby apply for permission to connect to the water mains of the Club. I understand that placement of the water meter will be entirely at the discretion of Cape George Colony Club unless a formal arrangement is made through the Manager.
- I agree that water will be used only on this lot for family needs unless explicitly approved by the Board for any other use.
- I agree and contract to abide by and be bound by the Rules and Regulations pertaining to the water system.
- I agree to use the water efficiently for beneficial purposes only. Beneficial uses are considered human consumption, bathing, cleaning and watering of landscape and lawns.
- I agree to conserve water to the best of my ability and abide by the water conservation program in the Cape George Club Small Water System Plan.
- I will pay to the Club such charges as the Board of Trustees may establish for water service and related facilities. Please refer to the most recent Cape George Fee Schedule for current fees.
- I understand there is a surcharge for water usage above 250 gallons per day per home.
- This signed and approved Application constitutes a contract on the part of the signer and Cape George.

Owner's Signature:	Date:
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Adopted at Board of Trustees meeting, _____

Katie Habegger, President

Joel Janetski, Secretary

Date: December 11, 2018

To: Board of Trustees

From: Sharon Mitchel, Manager

Subject: Pool shower update

This time last year, as part of the 2018 reserve project list, \$6,200 was approved by the members for major repair of the pool showers. This room is a naturally a wet and humid environment. Once the walls were opened last month, major deterioration of the basic structural elements was uncovered and it was determined that walls needed to be replaced. There was more work than was anticipated when the reserve allocation was determined.

The updated project cost to properly correct all known damage is \$12,380 leaving an interim shortfall of \$4,640.

The family of a deceased member has graciously donated wall tile valued at \$584.

The pool committee wanted the work to be done correctly and to be long lasting. They have committed to donating enough to cover the cost overruns from their fundraising account.

Volunteers have once again answered the call and have spent countless hours helping staff tear out the existing 4 showers. Volunteers have also reframed the showers, rebuilt the plumbing, installed drains, moved a vent pipe and are replacing wall coverings on the outside of the shower walls.

Budget

Approved reserve	\$ 6,200
24.9% allowable cost overrun	<u>\$ 1,540</u>
Total	\$ 7,740

Expenses

Framing & plumbing expenses	\$ 2,309
Tile installation	<u>\$10,071</u>
Total Expenses	\$12,380

Donations

Donation of tile	\$ 584
Donation from Pool Committee	<u>\$ 4,056</u>
Total Donations	\$ 4,640

Shortfall balance \$ 0

Date: December 7, 2018

To; Board of Trustees

From: Sharon Mitchel, Manager

Re: Past due account collections

Our practice is to turnover accounts to SABA for collections twice each year. The following three member accounts have past due balances over 180 days as of 11/30/2018. I recommend we turn the following bulleted account balances over to SABA for collection, a total of \$1494.00.

- BEC001 \$558 over 180 days old
- MAE001 \$558 over 180 days old
- MAE001-2 \$378 over 180 days old

Memo

To: Board of Trustees
From: K. Krug, Treasurer
Cc: S. Mitchel, Manager

Date: December 6, 2018
Re: 2018 Allowance for Doubtful Accounts

Over the past several years, uncollectible accounts, both the number and total dollar value have decreased significantly. More assertive and widely understood collection practices coupled with the sale of several properties that were historically in arrears are responsible for the improvement.

In estimating the Allowance for Uncollectible accounts, Cape George generally uses an estimate to reflect approximately 90% of the value of accounts receivable that are over 90 days in arrears. As of November 30, 2018, gross receivables of all age were about \$5,700. Of that total amount only three (3) accounts totaling \$2,211 were more than 90 days in arrears and another nine (9) accounts totaling \$2,700 were between 60 and 90 days in arrears.

The total allowance for doubtful accounts as of November 30, 2018 was \$3,200.

I recommend that the Allowance for Doubtful Accounts for 12/31/2018 be \$1,990, allocated between the appropriate operating and reserve accounts. That amount reflects 90% of the value of receivables that, as of November 30, 2018 were 90 days in arrears.

For information, twice per year Cape George sends accounts whose balances are 180 days and greater to an external collection firm on a non-recourse basis. In 2018 Cape George collected slightly over \$6,400 in previously uncollectible accounts.

Memo

To: Board of Trustees
From: K. Krug, Treasurer
Cc: S. Mitchel, Manager

Date: December 6, 2018
Re: 2018 Asset Additions and Deletions

FIN09 requires that the board annually ratify the additions and deletions to the corporation's asset listings, i.e. the depreciation lapse schedules. Additions are based on the FIN05 Capitalization policy and deletions are made when an existing asset is sold, traded or identified as no longer in use.

For 2018 the following assets will be added in their respective lapse schedule categories:

- Marina Electrical System \$103,573 15 year depreciable life
- Pool HVAC/Heat Pump \$ 11,263 7 year depreciable life
- Major Repairs to Pool Room \$ 10,254 15 year depreciable life
- Fitness Room LAN L8 Trainer \$ 5,612 5 year depreciable life
- Fitness Room Elliptical \$ 3,487 5 year depreciable life

In 2018 the following deletions will occur:

- Disposed of one (1) 2009 Pool HVAC/Heat Pump \$8,575 (Loss on disposal of \$5,145)
- Removed 2010 Dock Floats \$ 7,284 (Fully depreciated)

Memo

To: Board of Trustees

From: K. Krug, Treasurer

Cc: S. Mitchel, Manager

Date: December 6, 2018

Re: Minimum recommended 2018 Excess Operating Cash Transfers to Reserves

Transfers of excess operating cash, or stated another way the original budgeted income, should ideally be made before December 31st of each fiscal year. Budget targets for the excess operating cash were established during the 2018 budget process. The original 2018 budget target was \$80,053 with the following breakdown: General - \$29,008; Water - \$40,880; and Marina - \$10,156.

As of November 30, 2018 with only one month remaining of the fiscal year, operations in all three cost centers are producing better than budgeted results and there are no known material outstanding items. Operating cash collected through November 30, 2018, stands at slightly over \$168,000.

I recommend the transfers below be completed prior to the end of business on December 14, 2018.

TRANSFER ITEM	General Reserves	Water Reserves	Marina Reserves	TOTAL TRANFER
2018 Minimum Budget Excess Cash ^{(1),(2),(3)}	\$29,008	\$40,880	\$10,156	\$80,053

(1) The transfer will be made FROM operations checking.

(2) Upon completion of the 2018 audit and determination of final excess operating cash, it is probable there will be additional excess operating cash transfers made to one or more reserve accounts.

(3) This transfer does NOT include any transfer of the Routine Reserve Assessment.

For comparative purposes, the 2017 minimum transfers from excess operating cash to reserves was \$82,131 with the following breakdown: General - \$31,873; Water - \$40,672; and Marina - \$9,586.

Memo

To: Board of Trustees

From: K. Krug, Treasurer

Cc: S. Mitchel, Manager

Date: December 6, 2018

Re: 2018 Pro-Rata allocation of Routine Reserve Assessment to individual Reserves

In 2018, the Member approved gross routine reserve assessment was \$188 per lot for each of the 662 equivalent lots at Cape George, a gross total of \$124,456. The 2018 budget also contained an estimate for bad debt expense and interest income that were specific to the reserve assessment.

In 2018 there were recoveries of previously estimated bad debts which had not been budgeted and interest income was higher than budgeted.

Budgeted gross reserve assessment	\$124,456
Plus: budgeted interest estimate	50
Less: budgeted estimate	<u>(1,128)</u>
2018 Net Budgeted Reserve Assessment	\$123,378
Plus: Additional interest income	143
Plus: Recovered bad debts	<u>603</u>
Total 2018	<u>\$124,124</u>

Per the Bylaws, the net Routine Reserve is to be allocated to the individual reserves in the pro-rata percentage represented by the current Reserve Consultants, LLC (RCL) comprehensive external reserve study. Those percentages are 30.4% for General Reserves, 53.9% for Water Reserves and 15.7% for Marina Reserves.

I recommend the following amounts be transferred from the Routine Reserve Assessment account to the individual reserves as indicated below before end of business December 14, 2018.

TRANSFER ITEM	General Reserves (30.4%)	Water Reserves (53.9%)	Marina Reserves (15.7%)	TOTAL RESERVES
2018 Net Reserve Assessment Allocation ⁽¹⁾	\$37,734	\$66,903	\$19,487	\$124,124

(1) Upon completion of the 2018 audit and determination of final routine reserve reconciliation, there is a potential of an additional transfer.

For comparative purposes, the 2017 total net Routine Reserve Assessment that was allocated to the individual reserves was \$121,006.