



**Lake Forest Board of Directors Meeting
October 18, 2022
Minutes**

Location: Evergreen Forest Elementary School

Board members present; Kathleen Emmett, Nan White, Kim Busenbark, Deanna Rocamora

Member-at-Large; Alex Broman, Shannon Hildreth

Board members absent: 0

Guests: 7

Time started: 6:34 pm

Called to Order

Welcome guests!

Announcements

None

Minutes

The September minutes were sent via email to board members for review. 1 amendment was requested and made. A motion was made, seconded and carried to approve the amended September minutes.

President Report

In response to resident complaints about the functionality of the keypad at Hearing Park, a company was contacted to evaluate the gate pad. The company recommended replacing the gate pad. The cost is \$535 for each side. The gate has one keypad on each side. Discussion occurred regarding the cost of the replacement and researching the original purchase to find out if the keypad is still under warranty. The keypad was replaced once already while under its first warranty. The president will work with the Maintenance Lead to research the original company and warranty status.

Vice President Report

The operating budget presented at the September board meeting has not received any comments or changes. Any comments, revisions, additions, questions etc need to be addressed by the November board meeting so a final draft can be presented and voted on at the December board meeting. The provided draft of the operating budget includes an allocation for volunteer training which is a new item and shows that 58% of the budget is for general maintenance of the neighborhood.

Treasurer Report – Kim Busenbark/Shantel Jones

The Treasures Report and Book Budget were presented and discussed (Addendum A and B).

Discussion occurred regarding streamlining aspects of the monthly reconciliation and bookkeeping/treasurer duties especially in January and February when the annual HOA assessments are

being paid. The Treasurer has scheduled a meeting with an accountant to gather information about his services and will distribute that information to the board for consideration.

Secretary Report-Deanna Rocamora

Articles for the annual newsletter have been received from the President and a rough draft is in process. The deadline to receive articles from the board members is November 10th. The Secretary will contact the print company for current pricing and update the board.

Covenants, Conditions, & Restrictions (CC&R) Report -Update by Alex Broman

Report submitted via email for inclusion with minutes. Addendum C.

The CC&R report was presented and reviewed.

Architectural Review Committee (ARC) Report - Kathleen Emmett, Shannon Hildreth

3 requests were received, one for paint, one for a shed and one for replacing existing concrete. Residents in attendance requested further discussion regarding an ARC denial letter they received. After a lengthy discussion, the board tabled the matter for further discussion at a special meeting. The residents can expect a decision and explanation after the special meeting.

Maintenance -Update by Jeff Heard

Report submitted via email for inclusion with the minutes Addendum D.

Discussion occurred regarding the uneven sidewalks. The Treasurer and Maintenance Lead will discuss with Thurston County to determine if they will participate in the repair of the sidewalks.

Events

The Halloween House Decorating Contest will be 10-29-22. Nan and 2-3 other volunteers will drive around the neighborhood and vote on the best decorated house. The top winners will receive Home Depot gift cards.

The Christmas House Decorating Contest will be 12-17-22.

Waterfront/Shoreline Project

The President, Vice President and Maintenance Lead met with Designer Concrete to go over his bid for the project. (Addendum E) The bid was distributed via email to the board for review. The bid amount is \$53,425 to secure the failing bulkhead, add metal railings along the walkway, add sand to the shoreline and cap the steps already in place. The Maintenance Lead suggested an inexpensive test to see if placing large stones in front of the bulkhead would be sufficient and be a less expensive option for the HOA. He will email cost details to the board for further action. If the test works, we would need community volunteers to help with this project and remove that portion of the project from Designer Concrete's bid. Designer Concrete would require 40% of the bid in advance to begin the project.

Old Business

Long Lake Management Committee- The LFHA has 2 seats on this committee and currently has an opening. Meetings are on the 4th Thursday every month at the Lacey Community Center.

2021 Audit- The Treasurer has made some progress on the electronic voting system (E buddy). Dates have not been finalized.

Welcome Committee- The VP has given a list of new homeowners to the President for welcome material distribution.

Monthly Crime Report- No crime reported

Streetlight Conversion to LED- Nan is waiting on an update from Lars for timeline.

Update on VF Collections- The VP called VF collections to obtain a status update on the past due accounts that have been turned over to them. The HOA was billed \$90 for this call/communication. There are 3 accounts that have been turned over to VF Collections. They are actively pursuing collection actions.

New Business

2023-2025 Lawn Service Contract (Addendum F)- The new contract was provided for review. No changes were recommended. Companies will be contacted for bid proposals.

December Board Meeting- Will be held at Evergreen Forest Elementary School.

HOA Academy- The City of Lacey hosts an annual HOA Academy aimed at providing valuable information to local HOA members. The cost is \$35 and will be held on 11-4-22. The VP requested approval of funds to attend this event. A motion was made, seconded and carried to pay for the VP to register for the 2022 HOA academy.

Hearing Park Gate Key- The Maintenance Lead and the Maintenance Chair person will each hold a key to the park.

Motion made, seconded, and carried to adjourn @ 8:57pm



Treasurer's Report

October 18, 2022

- VF Accounts accounts for collections
 - o Lot XXXX - \$696.90 Home in Foreclosure 12/23/2022
 - o Lot XXXX - Judgment for \$5,332.52 now owes add'l \$1,253.25
 - o 5 that need to be turned over

- 2022 Dues

27	2022 TOTAL UNPAID AS OF September 30, 2022
5	2021 & 2022 UNPAID AS OF September 30, 2022 - Sending 10 day demand letters this week.
16	Owe nominal amounts less than \$20.00 from online payment fees -
2	Was able to make payment agreements homeowner
2	Unable to locate homeowner of record

Checks Written

Check #	Date	Amount	Whom	Description
Debit	9/06/2022	6.55	Google	Cloud Storage
Debit	9/15/2022	60.00	USPS	First Class Stamps
Debit	9/19/2022	35.42	Consumer Cellular	HOA Phone
6390	9/20/2022	39.13	Jeff Heard	Fuel & Dump fees
6389	9/20/2022	2004.84	RMR Lawn Services	August 2022 Services
ACH	9/19/2022	36.30	City of Lacey	Water at entrance
ACH	9/19/2022	65.16	City of Lacey	Water at entrance
ACH	9/22/2022	119.20	PSE	Streetlights
ACH	9/22/2022	655.02	PSE	Streetlights
ACH	9/22/2022	11.16	PSE	Streetlights
ACH	9/22/2022	11.79	PSE	Streetlights
ACH	9/22/2022	30.51	Waste Connection	Trash at Hearing Park
ACH	9/22/2022	23.90	Waste Connection	Trash at Hearing Park

- **Communication**
 - Phone - calls regarding gate codes, account status, CCRs, home sales, solicitation and speeding in the neighborhood.
 - Email - HOA demands for homes selling in the neighborhood, account status, gate codes, new contact information.
- **Reserve Study**
 - Have we contracted to do one this year?
- **Goebels Septic Service - Price went up from \$45 each visit to \$55 due to increased costs**

Projected 2021 Budget	Sep 22 Actual	Oct 22 Actual	Nov 22 Actual	TOTAL		Deficit 2022 Budget	-\$3,594.41		
				Budget Bal Left	2022 Budget				
Ordinary Income/Expense								Accts Rec	
Income								9/30/2022	
2022 Association Dues (\$169.46 & \$84.74 Dues with Credits Applied \$0.00)	-5,349.00	0.00	0.00	-896.54	69,551.33			Dues	\$164.52 \$169.46 \$209.46
2022 Special Assessment(\$40.00 & \$20.00 Reserve with Credits Applied \$0.00)	-201.54	0.00	0.00	1,878.46	16,920.00			Vacant	\$82.27 \$84.74
Credits Prepaid for 2022 in Dec 2021 \$	0.00	0.00	0.00	0.00				Special	\$40.00 \$40.00
Total Income	-5,550.54	0.00	0.00	981.92	86,471.33				
Expense								Banking	
								9/30/2022	
2 Tax Preparation Fee/IRS/Property Taxes	0.00	0.00	0.00	-72.35	150.00			\$46,708.08	
3 Insurance (April)	0.00	0.00	0.00	-1,500.00	6,010.00			Reserve Fund	
4 Licenses & Fees (May)	0.00	0.00	0.00	-10.00	10.00			\$214,949.02	
Maintenance								Reserve Paid	
Reserve Fund Contribution Special Assessment (\$40 & \$20 \$0 with Credits Applied)	-401.54	-40.00	0.00	-641.54	17,000.00			\$17,641.54	
5 Fence/Signage Repairs-Maint. Common Area Maint/Mowing (at \$1,854.83) for 12 months)	0.00	0.00	0.00	4,489.38	22,257.96			Grimm	
7 Volunteer Projects/Petty Cash/Garbage	-54.41	0.00	0.00	-285.34	600.00			12/31/2019	
8 Hearing Park Maintenance/Waterfront	0.00	0.00	0.00	3,229.01	1,500.00			\$1,083.10	
10 Other Landscaping/Trees	0.00	0.00	0.00	-10,916.75	10,000.00				
12 Theft & Vandalism	0.00	0.00	0.00	-91.35	50.00			VF Collections	
* Total Maintenance	-455.95	-40.00	0.00	-3,937.12	34,707.96			9/30/22	\$1,977.51
Office Expenses									
15 PO Box Rental (Due in February)	0.00	0.00	0.00	-89.00	275.00				
16 Postage	-60.00	0.00	0.00	939.10	1,300.00				
18 Supplies	0.00	0.00	0.00	370.40	800.00				
19 Telephone (at \$50.00 per month)	-35.42	0.00	0.00	87.69	360.00				
20 Website/Email	-6.56	0.00	0.00	-48.14	260.00				
* Total Office Expenses	-101.98	0.00	0.00	1,260.05	2,995.00				
21 Community Events	0.00	0.00	0.00	200.00	300.00				
Professional Fees									
22 Legal Fees	0.00	0.00	0.00	-680.00	400.00				
23 Accounting Fees/Reserve Study	0.00	0.00	0.00	5,000.00	5,000.00				
24 Bookkeeping (at \$360.17 per month)	0.00	0.00	0.00	1,444.35	4,322.04				
* Total Professional Fees	0.00	0.00	0.00	5,764.35	9,722.04				
Utilities									
26 Electricity (at \$825.00 per month) Port-a-potty (at \$40.00 per Service at 15 Services)	-797.17	0.00	0.00	-879.88	9,900.00				
27 Water - Irrigation	0.00	0.00	0.00	162.50	600.00				
28 Water - Irrigation	-101.46	0.00	0.00	-4.25	500.00				
* Total Utilities	-898.63	0.00	0.00	-721.63	10,500.00				
Total Expense	-1,456.56	-40.00	0.00	983.30	81,895.00				
Net Ordinary Income									4,576.33
Other Income									
Interest Income (at \$25.00 per month aprox)	75.28	0.00	0.00	-324.28	300.00			YTD Interest	
Total Other Income	75.28	0.00	0.00	-324.28	300.00				\$624.28
Net Other Income	75.28	0.00	0.00	-324.28	300.00				
Total Net Income									4,876.33
1st Qtr Totals				1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		
2021 Assessments				\$59,306.08	1,839.43	1186.41			
Previous Assessments				\$832.40	56.23	0.00			
Finance Charges/CC&R Fines				\$79.17	42.22	31.10			
Late Charges				\$403.33	140.00	106.08			
Reserve Payments				\$14,200.00	400.00	240.00			
Credits				\$563.32	38.13	0.00			
Total Paid	\$0.00	-	-	\$75,384.30	2,516.01	1,563.59	0.00		
				79,463.90					

CCR Report for October 2022

1. CCR inspections were made on October 11 and 18.
2. Letters due out in October (13):
 - a) #1: 7
 - b) #2: 6
 - c) #3: 0
3. Breakdown by violation types:
 - a) #1: 2 for cans, 1 for parking and cans, 1 for parking, 1 for yard and inop vehicle, 1 for RV, 1 for nuisance and greenbelt dumping.
 - b) #2: 3 for yard/weeds 2 for cans, 1 for parking
 - c) #3: 0
4. Homeowner corrections (7) for October 2022 :
 - a) #1: 2 for weeds/lawn, 1 for trailer.
 - b) #2: 4 for yard/weeds
 - c) #3: see report notes below

5. Turned over to Treasurer: 0

6. Fine (Letter #3) status:

Lot 1055 property sold at the end of August. Fines existent at time of sale were paid at closing and the amount was received as per September Board meeting.

7. Report Notes:

- a) Lot 1055 - Continued nuisance noise and activity violations. Mattresses lying against fence and tracks in greenbelt. Tenant denies that he put them there. Board notified new owner (Evolution Real Estate LLC) via email about the continued CCR violations in September via phone conversation. Owner sent notice to vacate (90 days) to tenant in September. I spoke with owner today. He advised me that my use of the term “squatter” in previous correspondence is legally incorrect in this situation. The correct description is “tenant”. Violation letter will be sent to owner this week.
- b) Lot 2062 – I spoke with owner about his unchecked scrub shrub growth in lawn. I cut the growth for him on a one-time basis.
- c) Lot 3067 – Owner is in poor health and has not responded to violation courtesy letters about lawn care. I was unable to find her at home. I will mow her lawn on a one-time basis.
- d) Lot 2035 – Owner pursuing eviction of renters. One inop vehicle removed.

CCR report on October 18, 2022 by Alex Broman. Copies of Courtesy Letters sent to home owners will be on file on the LFHA BOD Google drive.

Addendum D

October 2022 LFHA Maintenance Report

9/26

Repaired park cyclone fence in two spots. Cleared S. fence line, removed black berry, English laurel compromising fence. Removed scotch broom at canoe launch and removed large pile of down branches.

Ornamental trees along Lk Forest Dr were pruned by unknown person to facilitate pedestrian traffic. Branches were left along the sidewalk. Removed cut branches. The truck was full so small accumulation of cut branches remains.

Three volunteers, 12 man hours.

10/3

Hearing Park, Removed ivy from trees. Cleared macadam road and back trails, opened up brush along walkway into park to facilitate line of sight. Removed several English Holly seedlings & large down branches. Removed trash.

Dump run 5 volunteers, 15 man hours.

10/10

Green belt maintenance in meadow behind orange chain off Marquette. Large sod pile dumped in green belt by unknown resident, another resident trimmed several trees & brush in greenbelt along back fence line & left down branches in place. Volunteers redistributed sod pile to facilitate natural decomposition. Cut branches were left in place with the intention of contacting suspected resident for assistance in removal. Cut back blackberry brambles, pruned low hanging dead branches from several trees, removed tansy & scotch broom. Removed construction trash, beer bottles & general litter.

4 volunteers, 12 man hours.

10/17

Green belt maintenance in green belt between Marquette & Marvin Rd; entry between 3412 & 3424 Marquette.

Green belt impassable because of blackberry infestation. Cut back blackberry infestation, removed dead branches overhanging residents' fences. Removed some of the most egregious ivy from resident's fences. Discovered several large piles of yard waste, including a couple yards of unused sod panels from resident's landscaping project. Redistributed sod to facilitate natural decomposition. Removed bottles, cans and misc trash.

Suspect yard waste dumped by lot 114. House is vacant, with for sale sign, indication of recent yard renovation. Likely waste was dumped over the fence by yard contractor.

Addendum D

This particular greenbelt has been a consistent problem with residents dumping yard waste.

Four volunteers 12 man hours.

Total volunteer man hours ; 51

Reimbursable expenses: 200 lb Dump run; \$ 9.00
Costco, 12 gal fuel \$61.23
total \$70.23

206-487-8139

DESIGNER CONCRETE

designerconcrete123@gmail.com

Concrete Finish	Description	SQ.FT/Days	\$ per sq.ft.	Discount	\$
Stamped			\$8		\$0.00
Colors			\$5		\$0.00
Broom/Swirl	cap 15 steps @ 5 ln.ft, 140 ln.ft of curb		\$4		\$0.00
Exposed Aggregate			\$4		\$0.00
Hard Trowel			\$3		\$0.00
Monoslab			\$5		\$0.00
Acid Wash & Sealed			\$1		\$0.00
Pressure Washing	Included in day charge, 174 ln.ft		\$0.85		\$0.00
Sack & Patch	Cap 15 steps & pressure wash 1/4' of retaining wall, stain & seal, install playground sand & 4 benches, set basalt/Granite and 70' railing, 140' of curb for railing, install Aussie wall &		\$500		\$0.00
Single Day Charge (5 man crew)	sidewalk for steps	15	\$2,400		\$36,000.00
other/			cost		\$0.00

Prep Work	Description	SQ.FT	\$ per sq.ft.	Discount	\$
Concrete Removal			\$4 per sq.ft		\$0.00
Dirt/Gravel Excavation & Removal			\$2 per sq.ft.		\$0.00
Sod Excavation & Removal			\$2 per sq.ft.		\$0.00
Other/	Australian retaining wall blocks, 4ft. Tall x 30 ln.ft.	\$1,000.00	cost		\$1,000.00

Materials	Description	Amount	\$ per day	yards	\$
Concrete yardage	5.5 sack 7/8 minus steps, safety bumper, & curb	1400	\$205 per yd, 5.5 sack	20.0	\$4,100.00
Boom Pump			\$1100 per day		\$0.00
Line Pump	two separate pours (curb & steps)	2	\$850 per day		\$1,700.00
Rebar/Wire Mesh			\$1 per Ln.ft.		\$0.00
Lumber			\$1.80 per Ln.ft.		\$0.00
Other/	Playground Sand 8 yds @ 10" & 2 yds crushed gravel	\$1,500.00	cost		\$1,500.00
Other/	25 gallons of 25% cure & seal/+Rollers, 30 gal. of stain coloring	\$1,000.00	cost		\$1,000.00
Other/	70' of Metal Railing & 4 of the 8' benches	\$6,000.00	cost		\$6,000.00
Other/	<u>Basalt or Granite</u> 5-10 tons, one man rocks	\$1,000.00	cost		\$1,000.00
		mi.			
Fuel Surcharge		900	\$1.25 per mile		\$1,125.00
Consultation Fee			Discounted		
Total			Cash Price		<i>\$53,425.00</i>

Designer Concrete (DC) is not responsible for any damages incurred by any delivery trucks and/or pump trucks. This is a forecasted price and subject to change upon pricing adjustments for concrete, fuel, cost over runs, need of more or necessary material and associated labor, and any related and unforeseen cost. DC also assumes no liability for subgrade not prepared by DC, compaction and any imported soil is an addition charge requested by said customer. Any acts of god including weather. Any cracks under 1/4" are normal and repairs are beyond the scope of this contract, any changes to forms or concrete design must be addressed 3 hrs before the pour, if not DC assumes the right to pour what was discussed or what is commonly done in said situation. DC also assumes no liability for any product applied according to the manufacturers specifications. DC offers a 30 day warranty on labor only. Any damages incurred after DC finishes the job is the owner responsibility, Payments will be weekly according to the project timespan, payment is also a declaration that the finished job is to the owner's complete satisfaction, also any unpaid debt will incur a \$3200 fee unless mitigated with DC. Start of the said job is agreement of all terms and the forecasted pricing. DC will send a text as a form of receipt for start up and final payment. DC charges a \$160.00 consultation fee for all in person estimates which is deducted from the sub total if customer agrees with forecasted pricing of their project.

Addendum F

Lake Forest Home Association

2023-2025 Service Specifications

SERVICE AREAS:

Entrances: NE Entrance, SE Entrance, Carnegie Drive Entrance

Locations: (See map for specific locations)

- 1) Service Frequency, as needed: March thru October: Twice (2X) per month
November thru February: Once (1X) per month
as needed by mutual agreement by contractor and Maintenance Representative

- 2) Services: are to be provided as needed by mutual agreement to the island and both sides of the street(s) at all 3 locations

- a. Mow: grass along sides of islands
- b. Trim: grass areas (NE Entrance to corner where speed sign is)
- c. Prune: shrubs and trees (up to 6 feet) for public safety, roadway visibility and aesthetics.
(Remove any suckers that may appear)
- d. Blow: the curb/ roadside edges, around the islands, sidewalks, etc
- e. Debris / Litter: pick up and remove litter and debris.
- f. Rake Leaves: October-December and remove

- 3) Other: If lights by entrance signs appear “burned out” or damaged notify Maintenance Representative:

Sidewalks: Lake Forest Dr, Marquette Ave (See map for specific locations)

A. Lake Forest Drive from NE Entrance to corner near 8336 Lake Forest Drive,

B. Marquette from Lake Forest split to 3348 Dartmouth Drive,

- 1) Service Frequency, as needed: March thru October: Twice (2X) per month
November thru February: Once (1X) per month
as needed by mutual agreement by contractor and Maintenance Representative

- 2) Services:

Mow: grass strip between street and sidewalk

Trim:

Edge: with blade every 3 months (FEB, MAY, SEP.)

Prune: shrubs and trees (up to 6 feet) for public safety and roadway visibility.

Blow: sidewalks and street

Debris / Litter: pick up and remove litter and debris.

Rake Leaves: October-December and remove

Addendum F

Special location: Mow the strip of grass between the school fence and the sidewalk
Along Marquette between 3044 and 3140. This is the only location where both sides of the
sidewalk will be mowed and edged.

Green Areas: Oxford Loop, Duke Court, Dartmouth Drive (See map for specific locations)

A. Oxford Loop between #s 3734 and 3804,

B. Duke Court between #s 3232 and 3244,

C. Dartmouth area: from SE Entrance along Marvin Rd. to Dartmouth Dr. retention Pond

- 1) Service Frequency, as needed: March thru October: Twice (2X) per month
November thru February: Once (1X) per month
as needed by mutual agreement by contractor and Maintenance

Representative

2) Services:

Mow: all grass areas

Trim: as needed

Edge: with bladed equipment every 3 months (March, June, Sept.), otherwise trim when mowed

Prune: shrubs and trees (up to 6 feet) for public safety and roadway visibility.

Blow: sidewalks and street

Debris / Litter: pick up and remove litter and debris.

- 3) Other: Dartmouth – Trim along sidewalk on Marvin and behind the 2x4 fence at
Shoulder. Blade Feb, May, and September

Hearing Park: (See map for specific location)

- 1) Service Frequency, as needed: March thru October: Twice (2X) per month
November thru February: Once (1X) per month
as needed by mutual agreement by contractor and Maintenance

Representative

2) Services:

Mow: around the picnic areas and playground

Trim: down hillside from picnic area to cement walls and to dock, include trees, tables, BBQs.

Prune: 'paved walkways' prune shrubs and trees (up to 6 feet) for access and public safety. (as
needed to mow)

Blow: walkways, stairs down to dock, pavilion and shed roof and front entrance by gates, every
service.

Debris / Litter: pick up and remove litter and debris and limbs

Retention Ponds:

Locations: (See map for specific locations)

A. Dartmouth Dr.: Dartmouth Drive between Lot #s 3445 and 3515 to Dartmouth Green area.

Addendum F

- B. Oxford Loop: between #s 3844 and 8649
- C. Oxford Ave.: between #s 8505 and 8525
- D. Radcliff Court: including the strip off Lake Forest Dr between #s 3545 and 8333
- E. Stanford Court: between #s 3342 and 3349
- F. Gonzaga South: between #s 3217 and 3420
- G. Gonzaga North: between #s 3318 and 3334
- H. Fordham: off Lake Forest Dr. between Lot #s 2842 and 8015

- 1) Service Frequency, as needed: March thru October: Twice (2X) per month
November thru February: Once (1X) per month
as needed by mutual agreement by contractor and Maintenance

Representative

2) Services:

- Mow: entire area / “whole pond” (see enclosed ‘retention pond’ definition)
- Trim: area (see enclosed ‘retention pond’ definition)
- Prune: prune shrubs and trees (up to 6 feet) for access and public safety.
- Blow: street after mowing
- Storm Water Drains: if appear to be plugged report to Maintenance Representative
- Debris / Litter: pick up and remove litter and debris.
- Blow out the rock area drain outlets) after mow and trim

Green Belt Openings: (See map for specific locations)

Carnegie Dr. to Oxford Dr. on both sides of street: Grass strip up to # 3711 and behind trees into green belt. Across street between #s 3712 and 8510.

- B. Lake Forest Dr: across from Harvard Dr between Lot #s 8421 and 8435
- C. Princeton Court: between #s 3711 and 3727
- D. Marquette Street: between #s 3415 and 3407
- E. Lake Forest Dr.: across from Princeton Ct. between #s 3527 and 8414 (up to chain link)

- 1) Service Frequency, as needed: March thru October: Twice (2X) per month
November thru February: Once (1X) per month
as needed by mutual agreement by contractor and Maintenance

Representative

2) Services:

- Mow: mow all areas listed
- Trim: area as needed to mow
- Debris / Litter: pick up and remove litter and debris.

Road Sides / Perimeters: (See map for specific locations)

- A. Lake Forest Dr.: from # 3512 Harvard Dr. to # 8528 Marquette St.

Addendum F

- 1) Service Frequency, as needed: March thru October: Twice (2X) per month
November thru February: Once (1X) per month
as needed by mutual agreement by contractor and Maintenance

Representative

Services:

Mow: mow all areas listed

Trim: area as needed to mow

Debris / Litter: pick up and remove litter and debris.

DEFINITIONS:

“Mow”: cut ‘grass’ to height between 2” to 4” within a defined area, regardless of type of equipment used. Clippings can be “mulched” in as long as there is no readily visible clump left remaining on grass surface.

“Grass”: the ground vegetation to be serviced (includes terms “turf”, “lawn”, “weeds”)

“Trim”: this term shall equate to “weed wack”, “string line trim”, “weed eat”, line trim”, etc. Grass is to be “trimmed” around all trees, rocks, posts, signs, fences, utility boxes, plant beds, power lines, shrubs, etc. The grass shall be “trimmed” to a height between 2” to 4”

“Edge”: this term denotes that grass be trimmed with bladed equipment, NOT using a “string trimmer”

“Blow”: grass clippings and debris removed from sidewalks, curbs and roads. NO debris should be swept, blown and/or disposed of in sewer drains.

“Debris”: needles, leaves, branches, limbs, all organic rubbish from nature

“Litter”: garbage, trash, waste, all non-organic rubbish. It is required that all Litter is removed from an area prior to service (*i.e.*, mow, trim, blow, etc.) and that none shall remain after service is provided.

“Whole Pond”: includes the following: the sides, edges, openings, flat areas around pond tops, bottom of pond, slopes, splash pads (rock areas around drain openings) of the retention pond itself as well as all the fence lines, rocks, signs, posts, trees / shrubs, utility boxes, power lines, etc. contained within the pond.

“Service Frequency”:

- “Once (1X) per month”: means that the interval between services shall not exceed 28 - 31 days. Therefore a ‘service’ is provided every 30 days

- “Two (2X) per month”: means that the interval between services shall not exceed 15 days. Therefore a ‘service’ is provided every 15 days



Lake Forest Home Association Maintenance Contract

This Service Contract is executed on **February 1, 2023** by and between Lake Forest Home Association Board of Directors (LFHA BoD) and _____
(Contractor).

1. **DURATION.** The contract period is from the date of execution and ends on **February 1, 2023**. Contractor will begin providing services specified in contract exhibits **until January 31, 2025**

2. **DESCRIPTION OF SERVICES.** The Contractor will provide to LFHA the services described in the attached in the Service Areas Addendum, which includes, Specification schedule, Service Area Map. The LFHA Board of Directors (LFHA BoD) can alter the service requirements based on need for service in each of the common areas through a mutually agreed upon Change Order. Contractor agrees to perform all work in a manner common to industry standards, and all applicable laws. All communication, service issue contract issues will be discussed and reviewed with the board designated LFHA Maintenance representative. Contractor will report to the LFHA Maintenance representative where work was done on a daily basis when working in the LFHA area. The LFHA Maintenance representative will meet as needed to define any issues. Otherwise LFHA has option to at its discretion, to request mandatory walk through to address specific maintenance issues at any time.

3. **MISCELLANEOUS PROVISIONS:**
 - Contractor will sign for Hearing Park access key. Key will be returned on termination of contract
 - Contractor will inform LFHA Maintenance representative of an damage or graffiti noted

4. **PAYMENT FOR SERVICES.** Specified services invoiced for the 2023-2025 contract year will not exceed \$ _____, except as approved by LFHA BoD. The payments for service are over 12-month period. The yearly contract rate is inclusive of all taxes and fees. The contract will be a flat sum/ total sum for the year. An increase of contract of 3% will take place February 1, 2024. The Contractor shall provide an invoice to LFHA BoD for all services performed. Invoices will be submitted no later than the end of each month. LFHA BoD shall pay each invoice no later than 10th of the following month.

5. **CHANGE ORDERS.** The Contractor may be asked to perform non-scheduled service. A mutually agreed upon Change Order must be approved by a majority vote of the LFHA BoD prior to work starting. All work will be inspected within 3 days of completion by LFHA Maintenance representative. After the work completed is found 'satisfactory' an invoice will be submitted by the Contractor including a 'time and materials' (type and quantity) description with copies of receipts. Payment of non-scheduled services will be paid following the same scheduled work payment noted in #4 Payment For Services.
6. **TERMINATION.** This contract may be terminated upon sixty (60) days advanced written notice by either party, with or without cause or cause. Causes for immediate termination of Contractor include, but are not limited to:
 - a. Submitting invoices for work not performed.
 - b. Recklessly endangering the health and safety of residents or guests of LHFA.
 - c. Loss of license, bond and/or insurance as required by this Contract.
 - d. Conviction of gross misdemeanor or felony.
 - e. Unresolved issues regarding "Service Area services".
7. **FINAL PAYMENT.** Upon termination or the termination date, the Contractor will provide LFHA BoD a closing invoice for all completed and billable work. Contractor will return Park key to the LFHA BoD. Upon receipt of the invoice, Park key, and confirmation of completed Services, LFHA BoD will issue final payment within 10 days of receipt of the closing (final) invoice.
8. **LICENSING & INSURANCE.** Contractor shall provide LHFA a copy of Washington State Business License and Certificate of Insurance. Contractor shall maintain worker's compensation (employer liability) insurance as required by Washington law and the Department of Labor & Industries' rules and regulations. Contractor shall maintain a minimum of \$250,000 of liability insurance at all times while performing work. Proof of insurance shall be provided to LHFA via a standard Certificate of Insurance at the time of signing the contract. It is the responsibility of the Contractor to update license and insurance as State laws and regulations change and submit changes to LHFA for record. Contractor shall notify LFHA BoD if, at any time, loss of license or liability insurance occurs.
9. **INDEMNIFICATION.** Contractor agrees to indemnify and hold LFHA and the LFHA BoD harmless from all claims, losses, judgments, liens, expenses, and fees including attorney fees and costs that may be asserted against LFHA and BoD resulting from the acts or omissions of Contractor, its employees, agents, or representatives.
10. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or verbal agreements between the parties.
11. **AMENDMENT.** This Contract may be modified or amended by either party. All modification or amendments must be in writing. Both parties must agree to the amendments and both parties must sign the amendment.

12. **ASSIGNMENT.** This Contract is non-transferable.
13. **GOVERNING LAW, VENUE, ATTORNEY’S FEES, AND COSTS.** This Contract will be construed in accordance with and governed by the laws of the State of Washington. Thurston County shall be the venue for any legal action arising from this Contract or any violation of the terms. If either party must resort to any legal proceeding arising out of the performance or breach of this Contract, the prevailing party shall be entitled to be compensated for its costs, attorney’s fees and other professional fees as are reasonably necessary in pursuing or defending the action.
14. **NOTICE.** Any notice or communication relating to this Contract will be considered sufficiently given if delivered in person or by certified mail. Certified mail shall be sent to the following contacts and addresses:

Lake Forest Home Association
PO Box 3368
Lacey, Washington 98509-3368

Whereby, the Parties signed on the _____ day of _____.

Kathleen Emmett, LFHA President

Shannon Hildreth, Maintenance Representative

Attachments:
Specification Schedule
Service Area addendum and Map

Addendum F

EXHIBIT A

Service Schedule 2023-2025 as needed by mutual agreement by contractor and Maintenance Representative													
Service Areas	Type of Service	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
ENTRANCES													
NE Entrance	Mow	1	1	3	3	3	3	1	1	1	1	1	1
SE Entrance	Trim	0	0	1	0	0	0	0	0	1	0	0	0
Carnegie Dr	Prune	0	0	1	0	0	0	0	0	1	0	0	0
	Blow	1	1	3	3	3	3	1	1	1	1	1	1
	Debris/Litter	1	1	3	3	3	3	1	1	1	1	1	1
	Leaves	-	-	-	-	-	-	-	-	-	1	1	1
SIDEWALKS													
Lake Forest Dr	Mow	1	1	3	3	3	3	1	1	1	1	1	1
Marquette Dr	Trim	0	0	1	0	0	0	0	0	1	0	0	0
School Fence	Edge	-	1	-	-	1	-	-	-	1	-	-	1
	Prune	0	0	1	0	0	0	0	0	1	0	0	0
	Blow	1	1	3	3	3	3	1	1	1	1	1	1
	Debris/Litter	1	1	3	3	3	3	1	1	1	1	1	1
	Leaves	-	-	-	-	-	-	-	-	-	1	1	1
GREEN BELTS													
Oxford Loop	Mow	1	1	3	3	3	3	1	1	1	1	1	1
Duke Court	Trim	0	0	1	0	0	0	0	0	1	0	0	0
Dartmouth Dr	Edge	-	1	-	-	1	-	-	-	1	-	-	1
	Prune	0	0	1	0	0	0	0	0	1	0	0	0
	Blow	1	1	3	3	3	3	1	1	1	1	1	1
	Debris/Litter	1	1	3	3	3	3	1	1	1	1	1	1
HEARING PARK													
	Mow	1	1	3	3	3	3	1	1	1	1	1	1
	Trim	0	0	1	0	0	0	0	0	1	0	0	0
	Blow Roof	-	1	-	-	1	-	-	-	1	-	-	1
	Prune	0	0	1	0	0	0	0	0	1	0	0	0
	Blow	1	1	3	3	3	3	1	1	1	1	1	1
	Debris/Litter	1	1	3	3	3	3	1	1	1	1	1	1
RETENTION PONDS													
Dartmouth	Mow	1	1	3	3	3	3	1	1	1	1	1	1
Oxford Loop	Trim	0	0	1	0	0	0	0	0	1	0	0	0
Oxford Avenue	Prune	-	1	-	-	1	-	-	-	1	-	-	1
Radcliff Court	Blow	0	0	1	0	0	0	0	0	1	0	0	0
Stanford Court	Drains	0	0	1	0	0	0	0	0	1	0	0	1
Gonzaga South	Debris/Litter	1	1	3	3	3	3	0	0	1	1	1	1
Gonzaga North													
Fordham Drive													
GREEN BELT OPENINGS													
Carnegie Drive	Mow	1	1	3	3	3	3	1	1	1	1	1	1
Lake Forest Drive	Trim	0	0	1	0	0	0	0	0	1	0	0	0
Princeton Court	Debris/Litter	1	1	3	3	3	3	1	1	1	1	1	1
Marquette Drive													
Harvard Split Fence													
Harvard/Lake Forest Corner													
ROADSIDE PERIMETER													
Lake Forest Drive	Mow	As Needed											
	Debris/Litter	1	1	3	3	3	3	1	1	1	1	1	1