

**Board Meeting Agenda  
Carlyon Beach Homeowners Association  
Tuesday, January 27, 2026, 6:00PM  
CBHA Clubhouse**

**Call to Order/Flag Salute**

**Motion to Approve December Board Meeting Minutes**

**Motion to Approve Committee Minutes**

**Motion to Close Prior DNR/Squaxin Accounts at First Citizen's Bank**

**Motion to Open and Maintain Account at Timberland for Future Cash Deposits**

**Committee, Board Member, Management Reports**

- President's Report
- Treasurer's Report
- Architecture Report
- Marina Report
- Parks & Rec Report
- Roads and Stormwater Report
- Water and Wastewater Report
- Memorial Garden/Events Report
- Management Report

**New Business**

**Discussion of Rules Townhall – February 2026**

**Old Business**

**Executive Session** - (i) Consult with the association's attorney concerning legal matters; (ii) Discuss existing or potential litigation or mediation, arbitration, or administrative proceedings; (iii) Discuss labor or personnel matters; (iv) Discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or (v) Prevent public knowledge of the matter to be discussed if the board or committee determines that public knowledge would violate the privacy of any person.

**Adjournment**

**Carlyon Beach Homeowners Association  
Minutes of the Board Meeting  
Tuesday, December 16, 2025  
@ 6:00 PM – CBHA Clubhouse**

**Board Members Present:** Barbara Quick, Dianne Bradford, Sandra Marsh, David Malaspino, Vern Jensen, Judy Parry, Chris Williams

**Absent:** None

**Vantage Management:** Mike Haskett

**Call to Order:** Dianne called the meeting to order at 6:00 PM.

**Flag Salute:** The Board led those in attendance to recite the flag salute.

**Homeowner Forum:** An owner discussed an ongoing issue with their catch basin/French drain on their property. Dave stated the dye test was being scheduled so they can identify where the system is leaking to cause the issue and he will follow up with the maintenance crew.

**Vern motioned to appoint Chris Williams to the Board to fill the remaining open position. Sandy seconded; the motion passed unanimously with Chris abstaining.**

**Meeting Minutes:** The Board reviewed the November Minutes. **Chris motioned to approve the minutes with no corrections. Sandy seconded; the motion passed unanimously.**

**Vern motioned to ratify the unanimous email approval of the NW Dock & Pile emergency repairs and sealion abatement. Sandy seconded; the motion passed unanimously.**

**Vern motioned to approve the NW Dock & Pile contract adjustment to \$25,000 to accommodate additional hours for the repairs. Sandy seconded; the motion passed unanimously.**

**Committee Reports:**

**President's Report:** Barb had nothing to report at this time.

**Treasurer's Report:** Dianne re-iterated financials would be handed out at the meetings and added to the website on a monthly basis.

**Architecture:** Dave reported the committee would be meeting on January 2<sup>nd</sup> and have a couple ongoing issues to resolve. The committee is starting to work on changes to the CBHA rules they will propose.

**Marina:** Vern reported that he met with an electrician to address the repairs to the marina lights which were damaged by the sealions. There is a need to replace eight bollards with disconnect switches. Vern motioned to approve the bid from DF Electric up to \$5,000 from unrestricted reserves. Dianne seconded; the motion passed unanimously.

**Parks & Rec:** Sandy reported that the vendor who installed the new doors would be investigating closure issues that had been reported.

**Roads & Stormwater:** Dave reported that he is following up on an owner's suggestion regarding a sweeper for the roads and will work on getting pricing and rental information for the equipment.

**Water & Wastewater:** Dave reported he has a pending meeting with Futureclear Environmental who oversees the treatment plant and water system. The vendor has been a bit short-staffed lately due to an emergency at another property.

**Management:** Mike discussed the proposed price for the association's attorney to overhaul the governing documents to be in compliance with new state statutes. The Board discussed getting a scope of work from the attorney and a breakdown of how necessary the changes are.

#### **New Business:**

Chris presented a proposed rules change he will submit with other owners asking the Board to address rental restriction requirements in the neighborhood including tenant screening.

The Board discussed adding a reminder to their newsletter about renter orientations needing to be scheduled for any tenants moving into Carlyon Beach.

**Old Business:** Barb discussed scheduling a work session for the Board to discuss an RFP for the treatment plant/ water system management as we approach the upcoming contract renewal period. The Board discussed the week of January 12<sup>th</sup> on scheduling that session. Mike will email a sample RFP to the Board prior to the session.

**Executive Session:** The Board thanked everyone for attending and announced they would proceed into executive session to discuss any sensitive legal, financial, or HR matters. Sandy motioned to move from regular session into executive session. Dianne seconded; the motion passed unanimously.

Dianne motioned to close executive session and move back into regular session. Sandy seconded; the motion passed unanimously.

From the Board's discussion in executive session, there were no votes or decisions made.

Adjournment: Chris motioned to adjourn the meeting at 7:44 PM. Sandy seconded; motion passed unanimously.

Respectfully submitted,  
Mike Haskett, Association Manager

**CBHA Board Motions 251216**Results 12/16/2025

# Board Members attending and proxies: Barbara Quick, Dianne Bradford, Sandra Marsh, David Malaspino, Vern Jensen, Judy Parry, Chris Williams

**All motions must be proposed by a Board Member, seconded, and discussed before a vote is called.**

Motion Type: Architectural (ACR); Financial (FIN); Compliance (CMP); Legal (LGL); Maintenance (MNT); Member (MBR); Policy (POL); Other (OTH)

Motion Status: Passed (PD); Failed (FD); Tabled (TD); Withdrawn (WD); Ratified (RD)

#	TYPE	MOTION	STATUS	NOTES
1	OTH	Approve the appointment of Chris Williams to the Board	PD 6-0	Chris abstained.
2	OTH	Approve the November 2025 Board Meeting minutes	PD 7-0	
3	FIN	Ratify unanimous email approval for NW Dock & Pile emergency repairs and sealion abatement	PD 7-0	
4	FIN	Approve contract for additional \$25K in marina repairs from restricted reserves	PD 7-0	
5	FIN	Approve bid from DF Electric to repair eight bollard with disconnect switches up to \$5K from unrestricted reserves	PD 7-0	
6	OTH	Approve moving from regular session to executive session	PD 7-0	
7	OTH	Approve closing executive session and returning to regular session	PD 7-0	
8	OTH	Approve adjourning the meeting	PD 7-0	

# MARINA COMMITTEE MEETING MINUTES

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Location: CBHA Clubhouse  
Date: January 14th, 2026  
Time: 1800 hours (6 pm)

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## AGENDA DETAILS

### I. FLAG SALUTE

### II. INTRODUCTIONS

Please sign the attendance sheet

### III. MEMBER FEEDBACK

New issues or concerns

### IV. OLD BUSINESS

Unresolved issues from the last meeting

- A. Sea Lions – we have had nearly a month without more than one or two Sea Lions on the B Docks. None were there after about December 15<sup>th</sup>.
- B. Fabrication of Finger "braces" and Sea Lion "bull rails" barriers was nearing completion and installation is in progress.

1. Marina Log Boom Project Status
  - A. Permitting still IN PROGRESS
    - i) WDFW and Corp of Engineers permit revisions are APPROVED.
    - ii) Thurston County Planning did not get our permit posted for public comment back in November. Instead, they will issue an "Emergency Authorization" letter to allow work on the Log Boom. I expect it the week of January 20<sup>th</sup>.
    - iii) Marina dive survey to determine the scope of any necessary piling work was done on Sunday, 1/18/2026. Per a verbal report from the diver, substantial piling work is NOT required below the low tide line, but there are a few pilings with visible damage (above the low tide line) that we are obligated to repair per our lease according to our DNR Aquatic Lands Custodian.
    - iv) In the discussion (with our DNR Aquatic Lands Custodian - Kristin Miller), DNR stated that emergency permits DO NOT allow ANY piling work. DNR also reminded me that the CBHA lease requires ALL creosote treated pilings to be removed from the marina by 2030.
    - v) The marina has the following pilings:
      - 26 creosote pilings supporting the Log Boom that will need to be replaced.
      - A Dock has 6 creosote pilings that will need to be replaced and 3 steel pilings that will not need to be replaced.
      - B Dock has 9 creosote pilings that will need to be replaced.
      - The pier has 8 Chemonite treated wood pilings that will not need to be replaced.
      - The guest dock has 6 steel pilings that will not need to be replaced.

- vi) This new information may affect the near and long term strategy we take with the marina and log boom since these permits take up to 2 years for approval, and piling work is very expensive.
- vii) Marina Trustee will start to get bids, proposals and logistics for these issues as directed by the Board.

2. Marina Rules & Regulations & Lease Updates

- A. Marina Member input requested at the Marina Committee and for the Community Member Forum in January or February. See page 2 for November comments.

## V. NEW BUSINESS

1. December Marina Inspection
2. Electrical work to complete marina lighting, and new contract repair sea lion damage to lighting and electrical system.

## VI. CONCLUSION

Next Meeting - Wednesday, February 11th, 2026

### **Marina Rules & Regulations & Lease Updates Agreed Upon at the November Marina Committee Meeting**

- A. Changes to Marina Rules and Regulations
  - i) Fix typo for boat width to read 9-foot beam maximum for B Dock.  
NOTE: Maximum beam is not applicable for A Dock at this time because of the spacing on the new fingers. The vessel length will be limiting (21 feet overall).
  - ii) Add details for lease violations and marina issue resolution.
  - iii) Clarify the Waiting List process.
    - 1) Submit a partially completed lease form to be added to the wait list.
    - 2) Allow the person at the top of the wait list 1 refusal before bumping them to the bottom of the list.
- b) Changes to Lease Forms
  - i) Increase font size to enhance readability
  - ii) Clarify lease terms and add relevant Rules and Regulation.
  - iii) Add No Refueling in the Marina based on the requirements from the current Rules, and DNR Marina Lease.
  - iv) Clarify how boats will be measured.
    - 1) Measure full length of boats as follows: measure from the tip of the bow, bow anchor or bow pulpit

to the end - with the outdrive, outboard or kicker raised, whichever is longer. Measure the full beam width at the widest point.

NOTE: the reason for measuring the maximum length is to ensure slip holders can avoid hitting projecting mechanical components on other boats when they are entering and leaving their slips. This is particularly important in the heavy winds and current we can experience in the marina. This rule also prevents long bow overhang from obstructing marina walkways.



**NW DOCK & PILE**  
MARINE CONSTRUCTION

19 Crown Camp Rd  
Cathlamet WA 98612  
(360)-244-2312  
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**Inspection Report**

Attached is the inspection report for Carlyon Beach HOA. This report will identify areas of concern for the property owner and measurements for pilings. This report focuses on docks and log boom pier and piles.

The service life is determined based on visual inspection, sound and touch. I observed the piling size below the surface level and matched it to the size of the piling above water. If the piling was smaller than below surface level (where good wood is) then there is deterioration. If the piling size was similar, then there is longer life left. I knocked on the pilings with an instrument (hammer) and if the piling sounded hollow, then there is rot on the inside. On the touch inspection, if the exterior of a piling was soft to the touch, sluffing, or cracking this shows brittle wood.

**Site conditions:**

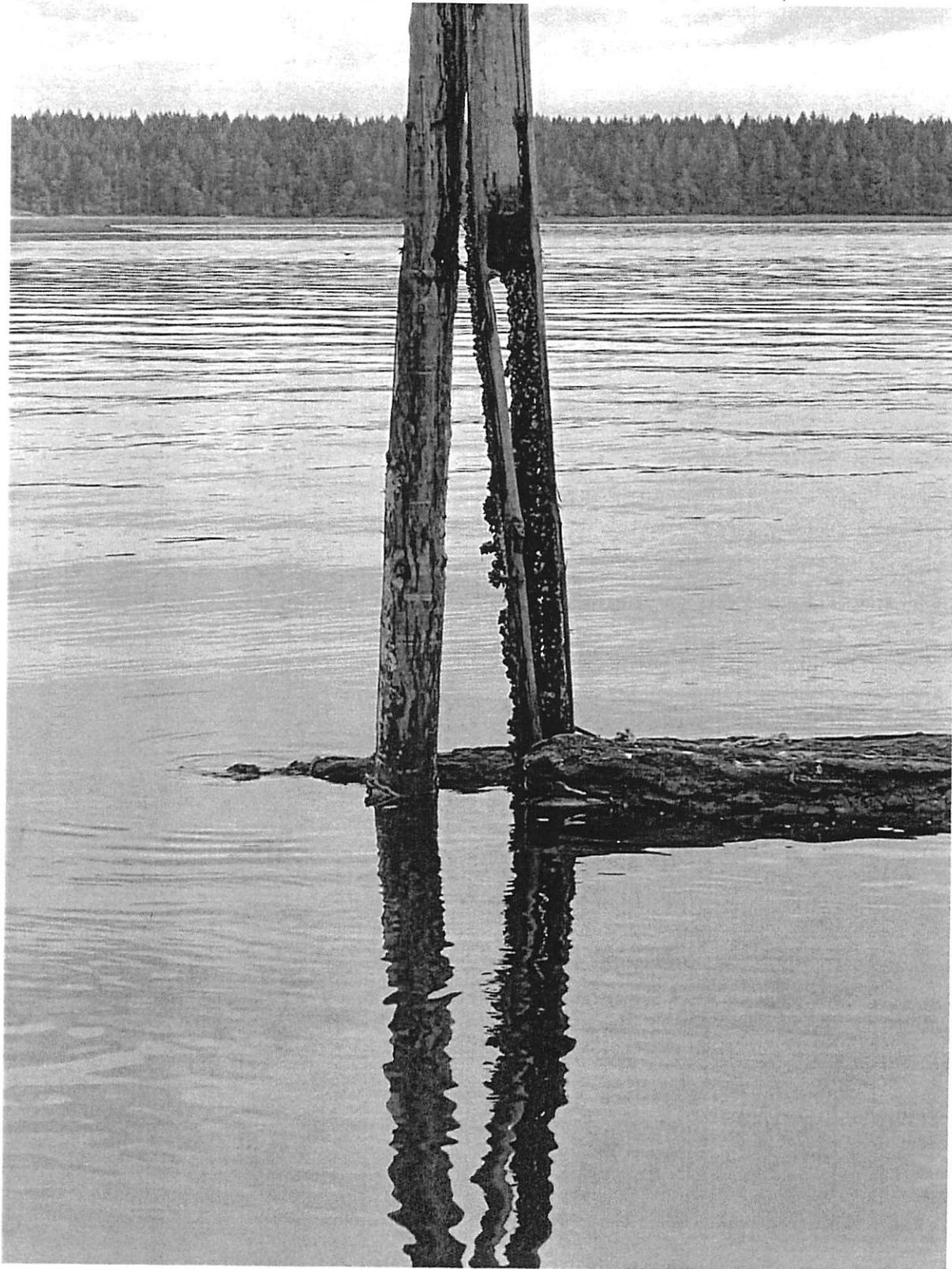
- Air Temperature 42 degrees
- Wind speed 2-5 MPH
- Water Temperature 47 degrees
- Current flow 1-4 knots
- Underwater visibility 10-12 ft

Obstacles of this dive were the speed of current and visibility. The water had reduced visibility due to current speed lifting silt off the bottom.

**Recommendation:**

The following are recommendations that NW Dock & Pile would consider necessary to be completed as soon as possible to prevent further release of creosote to the environment pending repair, removal or replacement that is currently in the planning stages.

Piling 19 in the log boom is damaged to complete failure on the surface. Recommendation is to sleeve for stabilization only, pending planned permanent removal, repair or replacement.



The report of general information gathered is below. See Page 5 for piling locations.

Main Pier - 8 ACZA treated pilings.

- 100% life left based on piling wear patterns.

A Dock - 6 Creosote treated and 3 Steel pilings (steel pilings not inspected).

- All pilings are in good shape below and above surface for the foreseeable future
- All pilings have 75-85 % of life left based on wear patterns of the pilings
- All dock structure is in good condition

B Dock - 9 Creosote treated pilings.

- Pilings range from 50-85% life left based on wear patterns
- Piling 29 has 65%
- Piling 30 has 50%
- All other pilings have 75% or higher of life left
- All dock structure is in good condition due to recent upkeep, maintenance, and repairs.

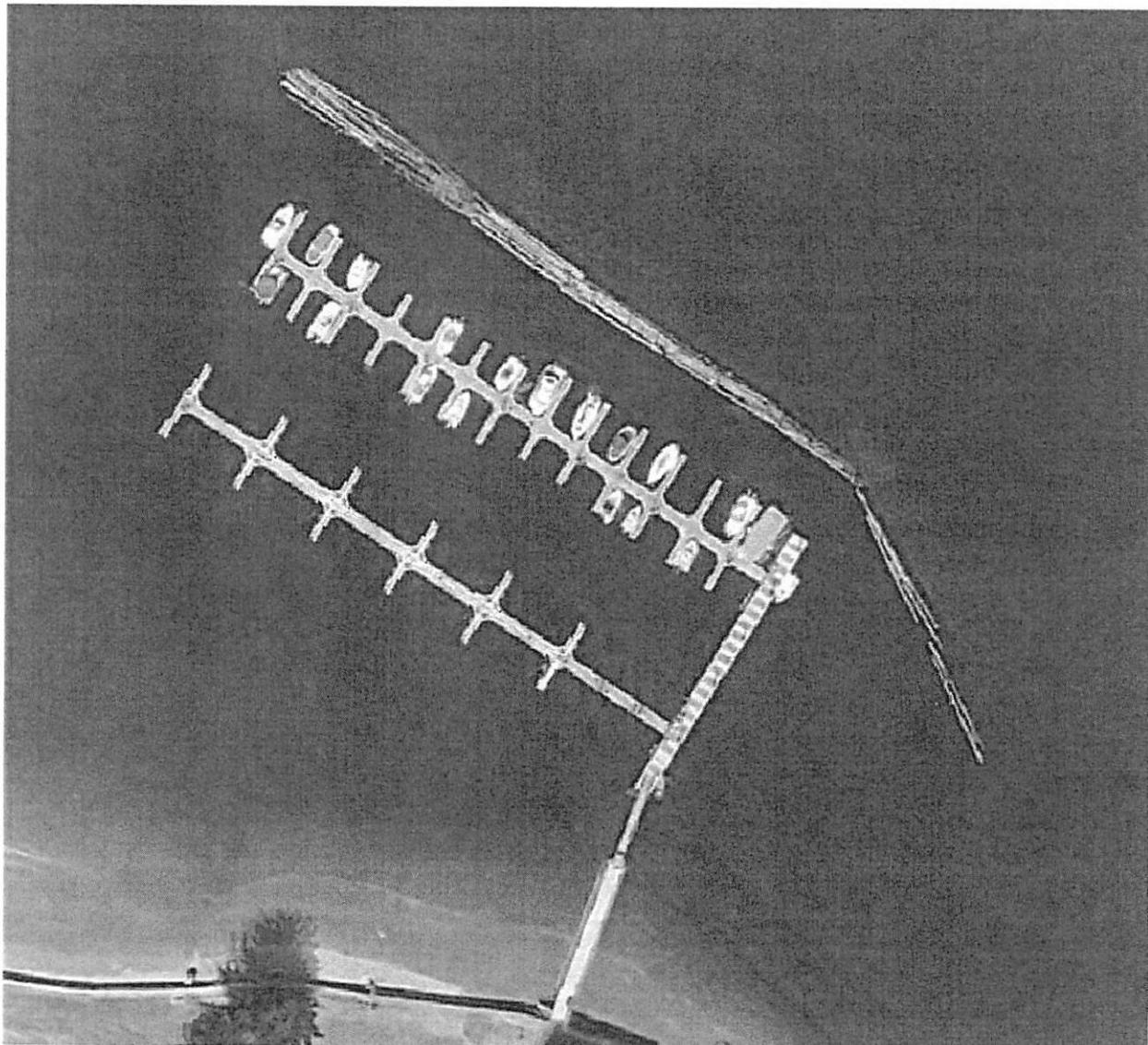
Log Boom - All Creosote treated pilings

1. 40%
2. 50%
3. 40%
4. 60%
5. 50%
6. 75%
7. 60%
8. 60%
9. 65%
10. 80%
11. 50%
12. 50%
13. 60%
14. 50%
15. 40%
16. 45%
17. 45%
18. 30%
19. 0%
20. 40%
21. 40%
22. 50%
23. 50%
24. 75%
25. 75%
26. 75%

All pilings on the log boom after inspection show growth of sea life and minimal signs of damage 15 feet below surface. All pilings show wear above 15 feet but still show many years of life. All pilings are 12 or 14 inches in diameter.

Recommendation for future non urgent work:

Complete remediation of all creosote treated pilings throughout the marina. Sleeving the pilings in HDPE pipe and filling them with concrete grout would prevent any future creosote damage to the environment and surrounding area.



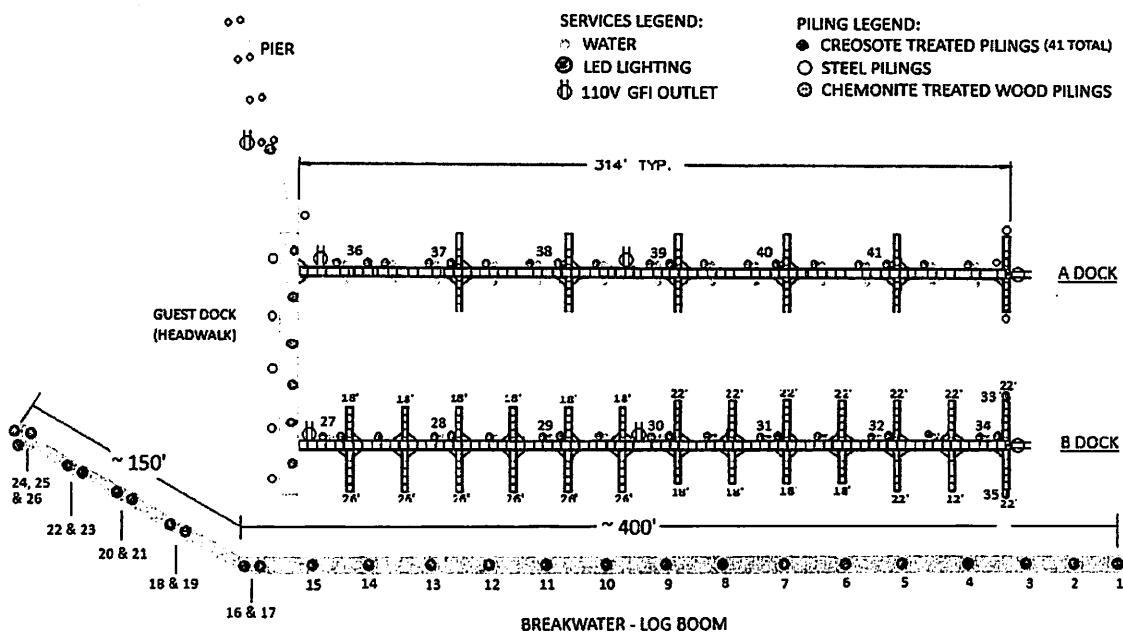
Scale: NOT TO SCALE

S/T/R: 3320N/02W

Lat/Long: 47.18118/-122.93758

Corps Reference #: NWS-2023-638

PLAN VIEW: CARLYON BEACH HOMEOWNERS ASSOCIATION MARINA SERVICE & PILING LAYOUT ( VERSION 1-19-2026 )



Thank you,

Jacob Peterson

President/CEO

## Project Proposal & Contract

<b>Proposal submitted to:</b> Carlyon Beach HOA			<b>Date:</b> 1/26/2026
<b>Address:</b> 2719 Island Dr NW			<b>Main Phone:</b> (360) 866-0717
<b>City:</b> Olympia	<b>State:</b> WA	<b>Zip:</b> 98502	<b>Work Phone:</b> (360) 866-0717
<b>Jobsite Address:</b>			<b>Cell Phone:</b> <b>Vern Jensen, Marina Trustee</b> <b>707-443-7896</b>
<b>E-Mail:</b> Vern.Jensen@outlook.com			<b>Project Manager:</b> Bob Lund

***\*This proposal cancels and supersedes any other existing construction proposal to this site address.***

This Construction Proposal & Contract is between NW Dock & Pile “General Contractor” and Carlyon Beach Homeowners Association (CBHA) for a “Log Removal” project as follows:

### Description of Work

- Remove hardware from log boom logs
- Attach logs to boat and move them to beachside boat ramp for disposal by owners

This proposal is effective for 60 days from the date above unless otherwise agreed upon.

This bid excludes the price of permitting.

This bid excludes any dock accessories, not other specified.

### Pricing

The total price for the proposed project is outlined below. Note that this price excludes all forms of sales or use tax and processing fees.

- Base price for proposed project: \$5,500.00



## Payment Terms

**Terms:** Payment is due within 30 days from the invoice date for accounts with approved credit.

**Material Cost Adjustments:** Given the fluctuating costs of materials, the initial pricing is based on current rates. Any changes in material costs by the time of order placement will be communicated, and adjustments will be made with mutual agreement.

Any additional work outside the scope of this contract will be an additional cost mutually discussed and agreed upon by both parties. Work will not commence until [Specify timeframe].

Unless specifically mentioned in the above details the following items are not included in the base Contract and may be provided for only as an extra cost item:

- a) Change of Job costs are subject to inflation on an annual basis.
- b) Additional structural items such as X bracing, sway bracing, or brace piles.
- c) Accessories such as double fascia, bull rail, cleats, lights, fenders, etc.
- d) Payment/repair/replacement for any damage to landscaping (efforts will be made to avoid damage to landscaping).
- e) Electrical, plumbing or field locating of existing utilities.
- f) Mitigation (various plantings, shoreline gravel, etc.), Engineering, Testing, Surveying, Inspections, or Monitoring.
- g) Any additional work required by the above exclusions will be invoiced on a Time & Material basis (Change Order) or mutually agreed Contract adjustment.

**Commodities – Steel, Lumber, etc.:** Hard market and tax increases started December 2026 and are projected to escalate through 2027. NW Dock & Pile will notify the Customer should this occur during the Customer's Contract. The Customer agrees to equitably adjust the Contract base price (via Time and Material invoice or mutually agreed Contract adjustment) to compensate NW Dock & Pile for costs incurred resulting from these increases.

**Underground Obstructions and Utilities Agreement:** If any underground obstruction or utilities are encountered, it shall be a changed condition, and the Customer agrees to equitably adjust the Contract to compensate NW Dock & Pile for any costs incurred resulting from the changed conditions.

**This Contract Does Not Include Permits:** Unless otherwise designated by *A SEPARATE NW Dock & Pile PERMIT CONTRACT (no estimate for length of time and/or complete cost of NW Dock & Pile Permitting process)*, Customer shall be responsible for all agency permits,

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governmental fees and licenses necessary for the proper execution and completion of the work proposed. *Construction of any of the Additional Options may require permits.*

**Notices:** Acceptance of this Proposal and Contract acknowledges Customer's receipt of the Washington State Lien Laws information sheet. NW Dock & Pile and its subcontractors/suppliers may provide the "Customer" other notices required by Washington State Law regarding supplier's & mechanic's liens, lien releases, performance bonds and contract payments. These notices do not reflect on the Customer's ability to pay and are provided only to comply with State Law. Further information is available from the State Department of Labor and Industries.

**Delays/Damages:** NW Dock & Pile shall not be liable for any loss, damage or delay occasioned by fire, strike, materials stolen after delivery to work site or storage facility, lock-out, act of God or the public enemy, accident, boycott, material shortage, disturbed labor condition, delayed delivery of material from suppliers, inclement weather, flood, freight embargo, causes incident to national emergency, war, acts of the Customer or his agents, or other causes beyond the control of NW Dock & Pile. In the event of such delay or damage, the time for performance on behalf of NW Dock & Pile shall be extended for a reasonable time.

**Insurance:** NW Dock & Pile maintains marine general liability insurance coverage that, subject to limits, terms, and conditions of the policy, provides limits of \$1,000,000 per occurrence and \$2,000,000 aggregate against liability arising out of bodily injury and property damage that is the direct result of NW Dock & Pile's operations. A (COI) certificate of liability insurance will be provided to the Customer, if requested, naming Customer as an additional insured, prior to commencement of Construction at the job site. This will be provided within 7 business days after receiving the signed Contract and request. Should terms be added to this Agreement that specifically place greater responsibility on NW Dock & Pile or require higher limits of coverage, NW Dock & Pile will attempt to obtain such additional coverage, the charges for which shall be borne by the Customer.

NW Dock & Pile workers shall be covered by Washington State Industrial Insurance.

**Payments/Remedies:** Unless otherwise specified, Customer shall be billed as project progresses, and payments are Due on receipt. Options, accessories and change orders will be paid for on NW Dock & Pile's terms. All invoices have terms of Due on receipt. Until payment in full is received for all work pursuant to this Contract, NW Dock & Pile shall retain ownership to all equipment and material stored, delivered to the job site and/or installed. If all amounts are not paid when due, then NW Dock & Pile may upon formal notice terminate work on the job and may remove any equipment and materials not already installed. If the entire amount billed is not paid within the month calendar in which it is due, then:



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- a) The customer shall pay NW Dock & Pile a late charge of two (2%) of the outstanding balance for each month or part thereof during which the payments are in default. Any partial payment received shall be credited first to accrued late charges and then to the reduction of the principal amount owed.
- b) NW Dock & Pile may enter upon the property and remove such materials and equipment from the work site without further legal process.
- c) NW Dock & Pile may declare Customer in default of this contract and terminate all rights of Customer hereunder, without waving its right to recover damages for such default.

If any outstanding balance is referred for collection, then Customer agrees to pay, in addition to any amounts due and late charges, all reasonable costs and charges incurred in collection, including any attorneys' fees and amounts paid to licensed collection agencies.

**Suit/Arbitration/Attorney fees:** Both parties' consent to lawsuit and arbitration of any dispute under this contract in King County, Washington. In the event of any dispute, either party may request that this matter be submitted to arbitration in Seattle, Washington.

#### **NW Dock & Pile Drawings Must Include (If applicable)**

All accessories or anything that presents water coverage (example: vertical or horizontal fenders), or decrease light permeability of deck or extends into the water below OHW level.

These restrictions apply to, but are not limited to: fendering, ladders, powerpacks for boatlifts, and dock storage boxes

#### **Saltwater Pile Driving/Drilling Projects - Marine Mammal Monitoring (If required)**

Customer shall be responsible for complete cost (labor, time, materials) for the qualified marine mammal observer(s) to monitor/observe (30 minutes before and during all pile driving) in a defined area of potential sound effects at the job site.

#### **Treated Wood for In-Water Elements (If required)**

July 2021 – The use of AZCA treated wood for in-water elements (e.g., piles and pile stubs) requires the use of pile wrappings as referenced in the American Wood Protection Association (AWPA 2016) book of standards.

If a project requires wrapping of wood treated with AZCA, there will be an additional charge.



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Federal agencies require bi-annual inspections of wrapped wood. Customers will be responsible for hiring and paying a licensed marine contractor for inspections and any required maintenance.

### **Galvanized Steel Projects on Lake Washington & Lake Sammamish**

Federal regulations may restrict the use of galvanized steel on this project. In-water installation of galvanized steel is excluded from the Restoration and Permitting Program (RAP) in Lake Washington and Lake Sammamish. (Galvanized steel: piles, pile stubs, swim ladders, etc.)

**Termination of contract:** If the Contract is terminated for any reason, Customer agrees to pay NW Dock & Pile for all work completed and/or performed up to the date of termination, including engineering, mobilization, layout, and materials purchased. In addition, twenty five percent (25%) of the uncompleted portion of the work will be paid to NW Dock & Pile if termination is made because of "b, c, or e" below. This Contract may be terminated upon:

- a) Agreement of the parties.
- b) The bankruptcy or appointment of a receiver for the Customer.
- c) An assignment for the benefit of creditors made by the Customer.
- d) Any act of the Customer's or his agents which prevents NW Dock & Pile from timely performance of its obligations under this Contract.
- e) Payment default as described in Payments/Remedies (c) paragraph above.

**Warranties/Limitations:** All materials and equipment supplied shall be in accordance with the specifications contained in this proposal. All work will be completed in a workman like manner according to standard practices and shall comply with applicable code requirements. NW Dock & Pile makes no other warranties, express or implied, regarding quality, suitability or fitness for a particular use, or merchantability of materials or equipment supplied. Customer's remedies are limited to repair or replacement, by NW Dock & Pile, of defective material or equipment. Under no circumstances shall NW Dock & Pile be responsible for any loss of use to its owner's property. Any action to enforce any rights of the owner must be instituted within thirteen (13) months of the date that NW Dock & Pile substantially completes construction or installation.

We propose to furnish labor, materials, and equipment in accordance with the specifications above. The base sum is an **estimate/to be determined** amount and does not include Washington State Sales Tax (WSST).

### **PAYMENT TO BE MADE AS FOLLOWS: (All invoice terms are Due on receipt)**

25% Deposit/Due upon acceptance to cover cost of materials  
Remaining balance due upon completion

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All proposals, drawings, sketches, concepts, ideas, specifications, prototypes, samples, documents, reports, and information provided are confidential and the exclusive property of NW Dock & Pile. These materials are supplied solely for your evaluation and shall not be copied, reproduced, disclosed, or shared in any form, either in whole or in part, without explicit written permission from NW Dock & Pile.

Int. \_\_\_\_\_



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All online payments incur a processing fee of 3%

**TOTAL DUE AT THIS TIME: \$**

**Acceptance of proposal:** The above price, specifications, terms and conditions are satisfactory and are hereby accepted. I/We have read all pages of this contract, any attachments and understand and accept the same. NW Dock & Pile is authorized to do the work as specified, subject to the issuance of proper permits. Payment(s) shall be as outlined above.

Note: This proposal may be withdrawn by us if not accepted within 60 days of the date of the proposal. To guarantee this Construction proposal price(s), signed Contract and deposit must be received within the 60 days.

Signature of Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of NW Dock & Pile: \_\_\_\_\_ Date: \_\_\_\_\_

**Model Disclosure Statement**

Construction Compliance: Department of Labor and Industries MODEL DISCLOSURE STATEMENT

**NOTICE TO CUSTOMER**

This contractor is registered with the state of Washington, registration no. SUBSEMI783DM and has posted with the state a bond or deposit of \$15,000.00 for the purpose of satisfying claims against the contractor for breach of Contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is 03/09/2026. This bond or deposit might not be sufficient to cover a claim that might arise from the work done under your Contract. This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$15,000.00 that you and other customers, suppliers, subcontractors, or tax authorities may have.

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

For additional protection you may request the contractor to provide you with original "lien release" documents from each supplier or subcontractor at your project.

I have received a copy of this disclosure statement.

Signature of Customer: \_\_\_\_\_ Date: \_\_\_\_\_

All proposals, drawings, sketches, concepts, ideas, specifications, prototypes, samples, documents, reports, and information provided are confidential and the exclusive property of NW Dock & Pile. These materials are supplied solely for your evaluation and shall not be copied, reproduced, disclosed, or shared in any form, either in whole or in part, without explicit written permission from NW Dock & Pile.

Int. \_\_\_\_\_



STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
OFFICE OF DRINKING WATER  
P.O. Box 47822 • Olympia, WA 98504  
Tel: (360) 236-3100 • Fax: (360) 236-2253 • 711 Washington Relay Service

January 20, 2026

Carlyon Beach Homeowners Association  
Carlyon Beach Homeowners  
2719 Island Drive Northwest  
Olympia, Washington 98502

Dear John Krenik:

Subject: Carlyon Beach Homeowners, ID #111595, Thurston County; Routine Sanitary Survey  
Inspection Report – Survey Date: September 9, 2025

This letter includes the information collected during the routine sanitary survey of your water system on September 9, 2025, and additional information provided on October 7, 2025. Thank you to John Krenik, Rusty Goss, and Dave Malaspino for meeting with me.

The purpose of the sanitary survey is to assess your water system's facilities, operations and maintenance, and discuss ideas to help ensure the drinking water system will continue to provide safe and reliable drinking water for years to come. These inspections are required by the drinking water regulations (WAC 246-290) every 3-5 years. We covered the 8 Environmental Protection Agency (EPA) elements of a sanitary survey described in 40 CFR 142.16 during this inspection.

Items identified in your water system facilities or operations that need your immediate attention are listed below as **Significant Deficiencies** or **Significant Findings**. Significant Deficiencies, if left unaddressed, have the potential of causing an immediate or potential risk to the health of the water system customers. A Significant Finding is a problem that imparts a serious but less direct public health threat than a significant deficiency. If left unaddressed, a significant finding creates a risk to the physical safety, security or reliability of the public water supply.

**Significant Deficiencies: Immediate or potential significant public health risks.**

1. No significant deficiencies were observed.

**Significant Findings: Serious items in your facilities or operations that need immediate attention.**

2. No significant findings were observed.

**Observations – Your system does not meet the following regulatory requirements:**

3. No observations were noted.

**Recommendations – To improve your technical, managerial, or financial capacity:**

1. The chemical feed pumps are fixed flow. While adding chlorine at a fixed injection rate may be adequate for systems with a constant flowrate, if the water flow fluctuates significantly, or is a multi-well system, adding chlorine at a variable injection rate is more appropriate.

Carlyon Beach Homeowners

January 20, 2026

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**Next Steps:** Significant Deficiencies and Findings are assigned a 30 day due date for ground water. If you are not able to complete the work by the assigned date, you MUST submit a Corrective Action Plan describing how and when you will complete the work. Failure to respond by the assigned date will result in further compliance actions in accordance with WAC 246-290-050.

Please include your water system name, water system ID number, correction item #, and the date when you correct the deficiencies. Please label your photos. All responses should be sent by email to: [aasya.abdennour@doh.wa.gov](mailto:aasya.abdennour@doh.wa.gov).

**Fees:** Submit your sanitary survey payment by the date listed on the enclosed invoice. Regulations establishing a schedule of fees for sanitary surveys have been adopted by WAC 246-290-990(3)(c).

**Additional Information:** For more detailed information regarding your routine sanitary survey, please review the **Sanitary Survey Form and Invoice**. Helping you ensure a safe and reliable drinking water supply is our highest priority. Please contact me if you have any questions or concerns.

Sincerely,



Aasya Abdennour, E.I.T.  
Office of Drinking Water, ODW Engineer

Enclosures

cc: Thurston County Public Health & Social Services  
Denise Miles, ODW Sanitary Survey Program Manager

**CARLYON BEACH HOMEOWNERS ASSN: 2026 ANNUAL BUSINESS CALENDAR**

*Board Workshops are scheduled for the 3<sup>rd</sup> Tuesday of each month, at 6:00pm via Clubhouse/Zoom.*

*Board Meetings are scheduled for the 4<sup>th</sup> Tuesday of each month, at 6:00pm via Clubhouse/Zoom.*

**\*\*Meetings bumped up a week in November and December**

January	<ul style="list-style-type: none"><li>• <b>January Workshop – <u>VCM Attends</u> – 1/20/2026.</b></li><li>• <b>January Board Meeting – <u>VCM Attends</u> – 1/27/2026.</b></li><li>• Approve CPA Engagement Letter</li><li>• Rules/Bylaws Townhall Meeting</li></ul>
February	<ul style="list-style-type: none"><li>• <b>February Workshop – <u>VCM Attends</u> – 2/17/2026.</b></li><li>• <b>February Board Meeting – <u>VCM Attends</u> – 2/24/2026.</b></li><li>• Begin Tax Return/Audit Process</li><li>• Begin 2026-2027 Draft Budget</li><li>• WWTP Annual/Contract Review</li><li>• Review Vantage Contract. Expires 4/30/2026.</li><li>• Schedule 2026-2027 Reserve Study Update</li></ul>
March	<ul style="list-style-type: none"><li>• <b>March Workshop – <u>VCM Attends</u> – 3/17/2026.</b></li><li>• <b>March Board Meeting – <u>VCM Attends</u> – 3/24/2026.</b></li><li>• Review 2026-2027 Draft Budget</li><li>• Approve WWTP Contract. Expires 4/30/2026.</li><li>• Approve Vantage Contract. Expires 4/30/2026.</li><li>• Discuss Spring Projects</li></ul>
April	<ul style="list-style-type: none"><li>• <b>April Workshop – <u>VCM Attends</u> – 4/21/2026.</b></li><li>• <b>April Board Meeting – <u>VCM Attends</u> – 4/28/2026.</b></li><li>• Approve 2026-2027 Draft Budget</li><li>• Confirm Board Volunteers for 2026-2027</li><li>• Board Approves Annual/Budget Meeting Mailing</li><li>• Approve Marina/Kayak Lease Changes/Updates</li></ul>
May	<ul style="list-style-type: none"><li>• <b>May Workshop – <u>VCM Attends</u> – 5/19/2026.</b></li><li>• <b>May Board Meeting – <u>VCM Attends</u> – 5/26/2026.</b></li><li>• Mail Annual/Budget Packet by 5/1/26</li><li>• Discuss 2026 EoY Reserve/Acct Transfers</li><li>• Marina/Kayak Leases Renewal/Payments</li></ul>
June	<ul style="list-style-type: none"><li>• <b>June Workshop – <u>VCM Attends</u> – 6/16/2026.</b></li><li>• <b>June Board Meeting – <u>VCM Attends</u> – 6/23/2026.</b></li><li>• <b>June Annual Meeting – <u>VCM Attends</u> – 6/13/2026.</b></li><li>• Ratify Budget/Conduct Elections/Appoint Officers</li></ul>
July	<ul style="list-style-type: none"><li>• <b>July Workshop – <u>VCM Attends</u> – 7/21/2026.</b></li><li>• <b>July Board Meeting – <u>VCM Attends</u> – 7/28/2026.</b></li><li>• Discuss Summer/Fall Projects</li><li>• Begin Insurance Renewal. Expires 8/1/2026</li><li>• Employee Annual Reviews</li></ul>

August	<ul style="list-style-type: none"> <li>• <b>August Workshop – <u>VCM Attends</u> – 8/18/2026.</b></li> <li>• <b>August Board Meeting - <u>VCM Attends</u> – 8/25/2026.</b></li> <li>• Renew Insurance. Expires 8/1/2026</li> </ul>
September	<ul style="list-style-type: none"> <li>• <b>September Workshop – <u>VCM Attends</u> – 9/15/2026.</b></li> <li>• <b>September Board Meeting – <u>VCM Attends</u> – 9/22/2026.</b></li> <li>• Renew Corporate License</li> </ul>
October	<ul style="list-style-type: none"> <li>• <b>October Workshop – <u>VCM Attends</u> – 10/20/2026.</b></li> <li>• <b>October Board Meeting – <u>VCM Attends</u> – 10/27/2026.</b></li> </ul>
November	<ul style="list-style-type: none"> <li>• <b>November Workshop – <u>VCM Attends</u> – 11/10/2026.</b></li> <li>• <b>November Board Meeting - <u>VCM Attends</u> – 11/17/2026.</b></li> </ul>
December	<ul style="list-style-type: none"> <li>• <b>December Workshop – <u>VCM Attends</u> – 12/8/2026.</b></li> <li>• <b>December Board Meeting - <u>VCM Attends</u> – 12/15/2026.</b></li> <li>• Approve 2027 Business Calendar</li> </ul>

This summary is provided for informational purposes only and is intended to highlight certain recent legislative developments. It does not constitute legal advice, nor is it intended to be a comprehensive summary of the matters discussed. We encourage our clients to consult with our office to obtain advice with respect to the impact these laws will have on a particular issue or circumstance.

## **SENATE BILL 5686 – FORECLOSURE MEDIATION PROGRAM SUMMARY**

(LAWS OF 2025, chapter 393)  
Effective January 1, 2026

### **Notice of Delinquency/Preforeclosure Notice**

- Must be sent not later than 30 days after an assessment becomes past due.
- Must be sent to:
  - The unit/lot address;
  - Any other mailing addresses provided by the owner for notice purposes; and
  - Any email addresses of the owner known to the Association.
- Must be provided in English and any other language indicated as a preference for correspondence by an owner.
- Until 15 days after the required notice is provided:
  - No other action to collect delinquent assessments can take place;
  - The only charges that can be assessed related to the collection of the delinquent assessment are:
    - The actual costs of printing and mailing the notice of delinquency;
    - An administrative fee of no more than \$10 for providing the notice of delinquency; and
    - A single late fee of not more than \$50 or 5% of the assessment amount, whichever is less.

## **Meet and Confer (Pre-Mediation) Requirement**

- Owner may contact a housing counselor for assistance with delinquent assessments.
- Housing counselor or owner's attorney may request that the parties "meet and confer" at any time prior to entry of a judgment.
- Unless the parties agree otherwise, the meet and confer session should take place within 30 days of the request.
- The meet and confer session may be held by telephone or videoconference.
- During the meet and confer session, the participants must address the issues which led to the delinquency that may enable the unit owner and the association to reach a resolution including:
  - Payment plan;
  - Waiver of late fees or attorneys' fees;
  - Modification of delinquent assessments;
  - Modification of late fees or charges associated with the delinquent; assessments; or
  - Any other workout plan.
- Cannot assess the owner any attorney fees incurred between the date the request to meet and confer is made and the date of the meet and confer session.
- Cannot assess the owner any attorney fees related to the meet and confer session.
- After the meet and confer session, the housing counselor or owner's attorney may refer an owner to mediation.

## **Mediation**

- Unless the parties agree otherwise, mediation must be scheduled within 70 days of the referral for mediation.
- Any action to foreclose is limited while mediation is pending or until after notice of cancellation or completion of mediation is issued (or ten days after certification is due if not issued).
- The mediation must take place in the county where the property is located, but the participants may be present by telephone or by videoconference.
- May be requested at any time prior to entry of a judgment.
- Person with authority to agree to resolution on behalf of the Association must attend in person or by videoconference.
- Documents that the Association must provide:
  - Itemized ledger of all amounts due;

- Copies of any liens placed against the property; and
- Copies of the Association's declaration, bylaws, and any other governing documents.
- Documents that the owner must provide:
  - Evidence of any payments to the Association not credited;
  - Statement of hardship, if applicable; and
  - Proposed schedule of payments, if the owner is interested in a payment plan.
- In addition to the topics that must be discussed during the "meet and confer" session (see above), if there is a pending association foreclosure the parties must address the issues which led to foreclosure.
- Cannot assess the owner any attorney fees related to the mediation.
- The mediator must send written notification of completion mediation within seven business days of completion of the mediation.
- A determination by the mediator that the Association did not act in good faith may be a defense to a pending foreclosure action.

## **SENATE BILL 5129 – WUCIOA FOR ALL SUMMARY**

(LAWS OF 2025, chapter 119)  
Effective January 1, 2026

### **Open Meetings**

- Board meetings must be open to owners.
- Board can only meet in executive session (i.e., closed session) to:
  - Consult with the Association's attorney concerning legal matters;
  - Discuss existing or potential litigation;
  - Discuss labor or personnel matters;
  - Discuss certain contracts, leases and other commercial transactions; or
  - Prevent public knowledge of a matter that would violate the privacy of any person.
- Board must close the executive session and vote in open meeting.

### **Written Consent**

- Only ministerial actions and actions subject to ratification by owners may be adopted by the board by unanimous written consent outside of a meeting.

## **Notice Requirements (for Board, Owner, and Committees of the Board Meetings)**

- General rule is notice must be provided not less than 14 days prior to the meeting (and no more than 50 days prior to an owners' meeting).
- Notice must include the meeting's agenda unless notice is included in a schedule given to owners.
- Exceptions to the 14-day notice requirement:
  - Only seven days' notice is required for "an event or condition that could not have been reasonably foreseen and for which it is impracticable to provide [14 days' notice]..."
  - For an "emergency," which includes an event or condition or a state of emergency declared by a government for an area that includes the association that constitutes an imminent:
    - Threat to the health or safety of the public or residents of the association;
    - Threat to the habitability of units/lots; or
    - Risk of substantial economic loss to the association.
  - The board may call a board meeting to respond to an emergency by giving notice to owners and board members in a manner that is practicable and appropriate under the circumstances.
  - A quorum is not required for an "emergency" meeting.
  - In an "emergency," the board may without regard to limitations in the governing documents, take action it considers necessary as a result of the emergency to protect the interests of the owners, acting in a manner reasonable under the circumstances.
  - The board may use funds of the association, including reserves, to pay for the reasonable costs of an action during an emergency. However, after taking action during an "emergency," the board must promptly notify the owners of the action taken.
- Any materials distributed to the board before a board meeting must be made reasonably available to owners, except for unapproved minutes, materials to be considered in executive session, or otherwise prohibited from being provided to owners.

## **Meeting Procedure**

- During board meetings, the board must provide at least 15 minutes at the beginning of each meeting for owners to comment about agenda items before the board votes.
  - The board may place reasonable time restrictions of not less than 90 seconds per owner per unit, except the time may be reduced and allocated equally if more than 10 owners wish to comment.
- During owner meetings, the board must provide owners with a reasonable opportunity to comment regarding any matter affecting the association.

- Meetings may be held by telephonic, video, or other conferencing process if certain requirements are met, including the option to participate by telephone.

### **Official Committees of the Board**

- Must have at least two board members.
- Only board members can have voting power.

### **Challenges to Board Actions**

- Board actions are valid unless set aside by a court.
- Owners can challenge a board action for failing to follow RCW 64.90.445 not more than 90 days after:
  - The minutes of the board meeting at which the action is taken are approved; and
  - A record of that action is distributed to owners.

### **Assessment Payment Options**

- Associations must provide at least one method of payment at no charge.