

# Big Trout HOA Board Meeting – Amended Minutes

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**Meeting called by:** Dg Garcia

**Type of meeting:** Board Meeting

Note Taker: Chris Lowe

**Location:** Liberty Lake Municipal Library & Zoom

Time: 6:30 PM

**Attendees:** Dg Garcia (President), Dale Robbins (Vice President) Roger Liermann (Treasurer), Chris Lowe (Secretary), Tim Liese (At Large) (Zoom), Colleen Warn, Theresa Ryder, Terry Olson, Mary Manley, Karen Nehls, Marilyn Trefry (Zoom), Claudia Carrigan, Lola Douthitt, Linda Schneider, Jan Piger, John Pell, Ellen Pell, Dennis Utgaard (Zoom), Connie Norris, Danielle Wood, Annette Long

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## Minutes

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DG called the meeting to order at 6:31PM.

**Roll Call-** Dg Garcia, Roger Liermann, Chris Lowe, Tim Liese (Via Zoom). Dale was absent for a family function. A motion was made to excuse Dale by Dg. Seconded by Chris. Motion passed unanimously. Dale entered the meeting at 7:00PM. Dale left at 8:45PM

DG asked for a motion to accept previous board meeting minutes for July 26<sup>th</sup>. Roger made the motion, Seconded by Chris. Motion passed unanimously.

DG gave a president's report. She reminded everyone about decorum during the meeting. Dg also mentioned that the new property manager was going to be here and could not make it due to the fire. Dg reminded the group that September 1<sup>st</sup> will be the day our new management company takes over.

**Director's report –** Chris wanted to move items 7C, 7H and 7G related to his director's report. Roger made the motion to move the items, seconded by Dg. Motion carried unanimously.

**Treasurer's Report –** Roger: Reported in the operating account that we have \$43,274. In the reserve account, we have \$403,262. The reserve account has \$55,282 from the pending insurance claim. Gesa account has a 3.5% interest rate, which added \$757. Reserve expenses include insurance repairs made in July. Reserve balance is at 20.5% funding, which is up from the previous month. Initiation fees received in July was \$4,848. Roger reported that the gutters have been replaced, as a part of the insurance claim. 8 carports and the pool building were done.

**Secretary's Report –** Chris – Keycards: Entry Lock System Update. He reported that the installation should be starting any day. There would be a 2-day closure to the pool and workout room. Chris mentioned that owners would need to come by the office across from the pool to pick up their keycard. There would be a form for an owner to fill out if they do not live in town that will authorize their renter to pick it up in place of the owner. Chris explained each keycard would be \$35 to replace if it becomes lost and 1keycard per condo. **Dennis Utgaard** asked how to get the form. Chris requested Dennis email him for the form.

**Connie** asked about key fobs instead of a keycard. Chris explained that the Keycard was half the cost of key fobs. And as the secretary he would be issuing the keycards but requests for replacement cards should go through the management company. Chris explained that cards can be revoked access for non-compliance of the governing documents by the management company.

**Tim** asked about access to the office across from the pool and whether the card would be programmed for board access or will that be a separate keycard. Chris said it would be the same card.

**Linda Schneider** asked about where the new management's office would be located. Dg mentioned the new management company operates from their home office.

**Mowing:** Chris: Mowing contracts process underway. He will be working with the management company. Roger mentioned the finance review committee had been working on the contract issues, as well. Roger said he would provide a report from the finance committee to Chris and the management company.

**Plumbing:**

Chris recommended the membership change the shutoffs on plumbing fixtures because the current ones installed now will leak eventually. If they leak, it would be the homeowner's responsibility.

**Website:**

Chris advised that the new management company has the website credentials to update our website. Roger commented that he would like to see a website policy in place. Dg mentioned there is a website policy currently on our website. Chris also mentioned the content that is on the website now would remain, but we could add additional items.

**Breezeway Cleaning:**

Chris mentioned that breezeway cleaning hasn't been done since COVID started and that it is usually done once a year, alternating between himself and a company that came and cleaned them. Chris motioned to postpone until 2024, seconded by Roger. Tim asked members to weigh in, no comment. The question was called by Dg. Motion passed unanimously to postpone breezeway cleaning to 2024.

**Pool Safety:**

Chris requested to move pool safety into his director's report, seconded by Dale. Motion passed unanimously. Chris mentioned incident at the pool requiring it be shut down: Important to notify the management company. FB is NOT the proper protocol for notification. Reminded owners that they must remain with their guest(s) or anyone under the age of 14 the whole time they are at the pool or workout room. Pool closing the first week in October, unless weather is not conducive. Spa would remain open year-round.

**New Business**

**Policies/CC&Rs, Resolutions:** Dg talked about policies that conflict with other documents. Perhaps a policy committee could be formed. Initial documents created in 2007.

**Investments:** Roger talked about establishing an investment policy related to the limit to FDIC approved funds treasury bonds and bills, we currently only have CD's and FDIC insured funds. Tim stressed being more diversified and not so conservative and recommended hiring a fiduciary.

**Dues Policy:** DG recommend the board provide to the membership clarification on grace periods based on several differences throughout the HOA documents re. CC&Rs and policy documents outlining 4 separate areas associated with grace period changes throughout the HOAs history – 60-Day, 45-Day, 30-Day and (month-end) grace period notations where interest fees and or penalties would be incurred—currently the grace period is reflecting a 60-day grace period. The discrepancies in grace period dates seemed to have had an impact on fees being assess. DG also recommended because of the various discrepancies that the board dismiss the previous 6 months of interest fees and penalties believed to be associated with the grace period would continue to allow people to catch up since COVID and the negative impact on several owners of the association who had faced job losses, layoffs, company closures, and health related impacts. She mentioned that because some board members had recommended that a moratorium be set in place temporarily to minimize the impact and correct the grace period changes not currently reflected in the CC&Rs Article 6.10. The board voted via email unanimously to suspend the posting of late fees / interests' penalties until the August meeting where the board would deliberate on the way forward. \* Roger was not in favor of any deviation from the grace period noted in the CC&Rs. DG said that Roger had initiated the idea of a temporary moratorium and Tim had also approved the recommendation made by Roger via email, initially. An unknown association member asked Roger was he questioning the 60 days or the dismissing of the fees/penalties. Roger stated he took issue with both and said that the current CC&Rs needed to be followed not a policy based on less restrictive verses more restrictive or one that had been set by a policy amendment of the bylaws by a previous board—and that there was no such thing as less restrictive or more restrictive. DG read an email from Gil, the former property manager of over 16-years, who verified the years long practice, which was the basis for the years long policy of a 60-day grace period.

DG then moved to allow for a 60-day grace period currently in place set by the policy of a previous board to continue regarding dues assessments. Seconded by Chris. Roger stated that until we get our website corrected which has four different terms of dues payments, and until we get that corrected, we no longer would charge or take any action on anything else. As soon as and until corrected to reflect Article 6.10. The motion passed 3-1-1 Abstained.

DG requested to amend her motion and moved add that the board dismiss the previous 6 months late fees and penalties only, while the dues would remain unchanged. Seconded by Chris. Chris, Dale, and DG voted in favor, Roger opposed, Tim abstained. Motion carried 3-1-1 Abstained.

A former VBT HOA board president verified with saying "Rockwood has always waived fees. DG mentioned that the Governor of Washington was also responsible for allowing such practice over the last 2 ½ years. DG stated that we cannot be more restrictive, but we can be less restrictive based on a previous board meeting with Gil and Melissa, both knowledgeable of the previous policies, rules, and regulations.

**Non-Emergency board meetings-** Tim made a presentation related to operating non-emergency board meetings among other issues, however, Tim requested to table his agenda until the next meeting: Operating Rules – scheduling non-emergency meetings; Topic research, volunteer v. assignments – autonomy; voting on who can contact a management company, vendor, or have contact with the association without a vote of the board; official letters, postings; emails v. phone calls; committee assignments v. volunteer opportunities; special privileges (promises made without a vote); etc.

Tim made a motion to table his discussion until the next meeting and would send copies to the board. Chris seconded. Motion carried unanimously.

**Fire Extinguishers:** DG advised that the fire extinguishers were certified for the year and the fire panels will be certified/tested later this month ensuring we have access for the company to test the panels on the 29<sup>th</sup> of August.

**Comcast:** DG mentioned she is the point of contact for the Comcast contract and that Comcast wanted to provide an informational workshop to the HOA community. The workshop which is not sponsored by the board will be held on August 26<sup>th</sup>.

**Action Items** – Roger discussed the hail insurance claim components:

- \$13,948 has been subtracted from the claim for depreciation.
- Specialty could not start repairing or replacing anything before October.
- Roger mentioned he inspected window damage and spoken to Mark from Specialty. Roger made the recommendation to not replace the windows. Chris made a motion to not include windows as a part of the claim but recommended to only replace the snap bead. Seconded by Dale. Chris mentioned that the windows belong to the owner and not the HOA. Chris mentioned that we should replace only as needed. Dg asked Chris if he would be modifying his motion to not include the bead in the claim. Dg asked what the cost of replacing the snap bead. Roger didn't have that information. Dg asked to amend the motion to get a cost. Chris modified his motion to remove the windows out of the claim. Seconded by Dale. Motion carried 5-0.
- Siding: Remove the siding from the south side of building 15 and use that to replace siding on the other buildings and to use that to do the patch work. Chris modified his motion to have the vendor utilize the siding we have on the side of our maintenance shop and then to use a building to pull the siding off and use that to fix our other buildings that need repaired. Seconded by Dg. Motion passed unanimously.
- Vent Covers: The cost \$4,750 plus tax. Roger recommended replace the vents. Dale had to leave the meeting. Chris made a motion to have the vents replaced, all on site and to allow Dg and/or Roger to authorize whatever amount for the lift and to keep the project moving. Seconded by Dg. Roger asked for clarification as to whether "all" meant all broken vents or every single vent. Chris responded damaged vents. Roger questioned which vents were hail damaged and which were damaged prior to the hail. Chris said we should get clarification, but to keep the project moving forward. Motion carried unanimously.
- Roofing: Roofs were re-done in 2021-22. Both the adjuster and Specialty mentioned that trying to replace any shingles that were damaged, which was minimal, would damage more shingles in the process. Roger said Specialty recommended doing an annual inspection and monitor. Chris made the motion to have the roofs removed from the bid and that we monitor them on a yearly basis. Seconded by Roger. Motion passed unanimously.
- Gutters: Chris made a motion to not have any other rain gutters replaced, other than those that have been replaced to this point. Dg seconded. Motion carried unanimously.
- Insurance Check: Roger made a motion to accept the insurance check from the insurance company that was mailed to Gil and deposit it in our account and secondly deposit that check into the Gesa account where we currently have \$100 in the account. Chris mentioned he would be opposed to the motion and if we end up closing the claim, there is no chance of going back to the insurance company to ask for more money. Roger mentioned that check was not a settlement check. Dg asked Roger if we were to run over on the cost, could we then go back and ask the insurance for more money. Roger said if the claim does not get closed, we could go back and ask for more money. Chris asked Roger what his reason would be for depositing the check. Chris re-read Roger's director report he submitted to the board. "I suggest to the board of directors is to accept the check of \$241,779.12, which includes increasing Specialty Window, siding and vents from \$189,950 to \$219,389 for additional equipment and labor and notify Philadelphia we consider the claim closed and settled as payments made for a matter of course not requested settlement offer and we would complete the repairs so we can move on to considerations for other insurers." Roger's motion was once again re-iterated that it was to accept and deposit the check into the Gesa account so he can monitor all funds going in and out. Roger and Tim voted in favor of the motion, Chris, Dale, and Dg voted against the motion. The motion failed 2-3. Dg mentioned she will be calling to have the check returned or shredded.

### **Citizen Comments**

**Dennis Utgaard** made the comment that he liked Tim's comment about having a fiduciary.

**Next Meeting Date:** Chris asked to schedule meeting date for September. The date put forth was September 25<sup>th</sup> to ensure Roger gets all financials. Seconded by Roger. Motion carried 4-0, as Tim had to leave the meeting.

**Adjournment:** DG – motion to adjourn the meeting. Seconded by Chris. Motion carried 4-0.

Meet adjourned at 9:07PM.

These meeting minutes have been respectfully submitted by Chris Lowe, Secretary

# BIG TROUT HOA RENTER KEYCARD AUTHORIZATION

Your Name: \_\_\_\_\_  
(Please list all owners on this line)

Your Mailing Address: \_\_\_\_\_  
(Where you would like your mail sent to, other than your condo address)

City, State Zip: \_\_\_\_\_

Your Phone Number: \_\_\_\_\_  
(Please list all phone numbers of all owners listed above)

Your Email Address: \_\_\_\_\_

Your Condo Number: \_\_\_\_\_

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I, \_\_\_\_\_, own condo number \_\_\_\_\_ and I authorize \_\_\_\_\_ to pickup my keycard that will allow my renter access to the pool area and workout room. I understand that the renter must abide by the rules of the condo association when using the pool/spa and workout equipment and violations of the rules may result in theirs and my access privileges being revoked by the condo association and the management company.

By signing this form, you acknowledge the replacement cost to replace a lost or stolen keycard is \$35 and you will notify the HOA immediately if this card becomes lost or stolen. You further acknowledge that this keycard is to be used by the owner or their renter(s) ONLY and to not allow non-renters or friends to use the amenities listed above unless the owner or the renter is with their guests at all times in the pool area (renters are defined as those folks who are renting from an owner and a legal binding rental contract is in place). I also understand roommates are not considered a renter and therefore are not authorized to pickup any keycard and use the amenities listed above, unless the legal owner accompanies them at the pool/spa or in the workout room.

Your Signature \_\_\_\_\_

Date: \_\_\_\_\_

<b>ACCOUNTS</b>	<b>AMOUNTS</b>	<b>OPERATING TOTAL</b>	<b>RESERVES TOTAL</b>	
GESA SAVINGS	\$100			
ALLIANCE OPERATING	\$1,025	<b>\$1,125</b>		
GESA MONEY MARKET	\$242,570			
ALLIANCE RESERVES	\$162,806		<b>\$405,376</b>	
	INCOME AUGUST	\$59,687	\$27,666	
	BUDGET	\$68,774	\$23,617	
	EXPENSES AUGUST	\$97,835	\$29,500	
	BUDGET	\$78,037	\$0	
	YTD INCOME	\$564,345	\$351,686	
	YTD INCOME BUDGET	\$550,193	\$188,933	
	YTD EXPENSES	\$632,737	\$184,974	
	YTD EXPENSE BUDGET	\$559,842	\$15,000	
	<b>2023 INCOME BUDGET</b>	<b>\$825,290</b>	<b>\$283,400</b>	
	<b>2023 EXPENSE BUDGET</b>	<b>\$824,960</b>	<b>\$15,000</b>	

**COMMENTS:**

**INSURANCE CLAIM BALANCES DEPLETED**

**RESERVE BALANCES = 23.86% FUNDING . 70% IS CONSIDERED STRONG**

**GESA RESERVE ACCOUNT PAYING 3.5% APR, \$759 INTEREST IN AUGUST**

**UNCLEARED AUGUST CHECKS INCLUDE \$162,806 ALLIANCE RESERVE BALANCE TO NEW BANK**

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**ROGER LIERMANN, TREASURER**