



White Pass Village Inn Association
Minutes of a Special Meeting of the Directors
June 26, 2020 at 7:00PM PST via Zoom Teleconference

Call to Order:

The meeting was called to order and presided by the Chairman, Michael Murphy, at 7:00PM on June 26, 2020. Waiver of notice was granted by all Directors.

Roll Call:

In attendance were the following Officers and Directors of the Association:

Michael Murphy, Director and Chairman; Laura Attaway, Director and Secretary; Hans Breivik, Director; Kathy Evans, Director. Excused and not in attendance were Patty Pruiett, Director and Erin Simonson, Treasurer.

Discussion: Michael Murphy provided a copy of the most current Settlement Agreement and an update on negotiations with regard to Mark and Debi Baldwin and Association Damages. There was a discussion of vacating the prior assessment and not replacing it immediately with a new assessment referencing the settlement amount. The members present were not comfortable doing that thinking that the proper procedure was to just replace the old assessment with the settlement assessment. Chairman Murphy indicated that it would likely cost significant attorney's fees to debate it with the other side. Despite the consternation it was decided that since the prior assessment is only vacated on the payment of the settlement we will send out the May, June, and July billings with the current charges less any late fees and a reference to the settlement. It was agreed that if the settlement payment was not timely we would meet and make a new assessment for the unpaid settlement amount.

Motion to Approve and Seconded:

Motion made by Kathy Evans, seconded by Hans Breivik, to approve the following:

Action Related to Mark and Debi Baldwin and Association Damages

Whereas, pursuant to but not limited to the Declaration of a Horizontal Property Regime for White Pass Village – October 4, 1966 Section 7 Subsection (a), Section 10 (a), and Section 13 (3) together with the Bylaws of White Pass Village Inn Association Article X Section 1 and Section 6, Article XI Section 8, Article XII Section 1 and Section 2, the Board for the Association assessed and invoiced Mark and Debi Baldwin (Baldwin) in the amount of \$73,005.96 on or about February 6, 2020 for damage and losses arising out of a certain damage event which occurred on or about November 18, 2018, and a demand notice was sent to Baldwin dated February 23, 2020;

Whereas Baldwin contested the invoice and the assessment except that Baldwin tendered a partial payment of \$10,022.79 dated 6 March 2020 received thereafter;

Whereas Baldwin and the Association entered into negotiations of the disputed balance of the assessment;

Whereas Baldwin and the Association have agreed in principle to a compromise settlement in the form attached as Appendix A hereto,

The Board takes the following Action:

By the provisions of our governing documents including but not limited to the provisions mentioned above, and conditioned upon execution of the Settlement Agreement in the form attached as Appendix A by Baldwin on or before **July 1, 2020**, and conditioned further upon payment by or on behalf of Baldwin of the payment required under the Settlement Agreement attached as Appendix A, the Demand Notice sent of 23 February will automatically be vacated.

This action will have no effect upon normal course invoices to Baldwin by the Association for expenses and charges required of individual apartment owners as authorized under the Association's governing documents.

Vote of the Directors:

Director	Approve	Decline Approval	Abstain
Hans Breivik	x		
Michael Murphy			Chairman
Laura Attaway	x		
Kathy Evans	x		

There being no further business, a motion to adjourn was made by Kathy Evans and seconded by Hans Breivik. The meeting was adjourned at 7:35 pm by unanimous vote.

By:

Secretary: **Laura Attaway** June 26, 2020

Chairman: **Michael Murphy** June 26, 2020

Approved: August 11, 2020

Appendix A

SETTLEMENT AGREEMENT (draft with redlines as of 06-26-2020)

1. **Parties.** The Parties hereto are White Pass Village Inn Association (“VI” herein); Mark and Deborahbie Baldwin (“Baldwin”) and FWIS, LLC (“FWIS”) (collectively, “the Parties.”).
2. **Consideration and Release.** For and in consideration of the sum of Sixty-Nine Thousand Seven Hundred Eighty-Six and 06/100 Dollars (\$69,786.06) (the “Settlement Amount”), White Pass Village Inn Association, pursuant to its authority under RCW 64.32.240 on behalf of all of its unit owners, (hereinafter referred to as the “Releasing Party”) hereby releases and forever discharges Baldwin and FWIS and their agents, including, but not limited to Blake T. Baldwin, and their liability insurer Farmers Insurance Company of Washington (hereafter collectively referred to as the “Released Parties”) from any and all rights, claims, demands and damages of any kind, known or unknown, existing or arising in the future, resulting from or related to property damage at the White Pass Village Inn, 48933 US Hwy 12, Naches, Washington for an incident that occurred on or about November 18, 2018 (the “Incident”); provided, nothing herein releases or extinguishes the separate claims of Edwardsen, Raymond, or the Evans, settled under separate cover.
3. **Payment.** A portion of the Settlement Amount in the amount of \$10,022.79 has already been paid to the Releasing Party by check, receipt which is hereby acknowledged by the Releasing Party. The balance of the Settlement Amount in the amount of \$59,763.27 will be paid by one or more checks made out to Ashbaugh Beal LLP in Trust for White Pass Village Inn Association. Baldwin will make best efforts to make payment within 21 days of VI’s execution of t this agreement, but in no event later than 30 days therefrom.
4. **Mutual Releases of All Claims.** In consideration for the mutual promises set forth herein, the Parties mutually release and forever discharge each other from any and all rights, claims, demands and damages of any kind, known or unknown, existing through the date of this agreement, that each party may have against the other at the time of the execution of this release, whether related or unrelated to the Incident; **provided that the Parties do not release each other from liabilities or obligations**~~VI does not release Baldwin from any liabilities~~ under the Declarations or law (unrelated to the Incident) which may constitute ordinary obligations ~~of apartment owners~~ **of apartment** in the normal course of apartment ownership and Association ~~governance~~**membership**.
5. **Owner Statements.** To effectuate the releases set forth above, the Releasing Party hereby agrees to remove all assessments attributable to the Incident from the owner statements sent to the Released Parties for Unit 1032 and agrees to otherwise revise the owner statements through a new assessment by the Board of Directors of VI to reflect only the current amounts due and owing under the governing documents of White Pass Village Inn Association. **A copy of the revised assessment is attached hereto as Exhibit A and is fully incorporated by reference.** Furthermore, the parties acknowledge that they will have a continuing relationship and agree to act in good faith and not take any retaliatory actions against the other as to the payment and calculation of amounts due and owing for Unit 1032 pursuant to the governing documents of White Pass Village Inn Association.
6. **Acknowledgement of Mutual Releases.** The parties specifically acknowledge that at the time of the execution of this release of liability it is within the parties’ contemplation that this release extends and covers all damages suffered by each party, whether known or unknown, contemplated or un contemplated, arising now or in the future **from the Incident**. The parties expressly acknowledge that the terms of these mutual releases have been explained and they are not relying solely on the advice of counsel in this regard.

7. **No Admission.** The Releasing Party agrees and understands that this is a compromise settlement of all the Releasing Party's claims arising out of the Incident referred to above. The Releasing Party further agrees and understands that the Released Parties do not, by this settlement, admit any liability. The Releasing Party further agrees and understands that this is all of the money or consideration that the Releasing Party will receive from or on behalf of the Released Parties for the claims, injuries, damages or demands which allegedly resulted from the Incident referred to above.

8. **Subrogation Rights.** The Releasing Party agrees to reimburse, indemnify and hold harmless each of the Released Parties, including their agents and assigns, with respect to any and all amounts which any insurer or other subrogated persons or entities may claim or recover from the Released Parties as a result of this Incident by way of contribution, subrogation, indemnity, or otherwise.

9. **Choice of Law.** This document shall be interpreted, construed, and enforced in all respects in accordance with Washington law, without giving effect to its choice of law principles. The Parties agree that venue and jurisdiction for any action arising from or relating to this document is proper solely in the state and federal courts for Yakima County, Washington.

10. **Authority to Sign.** The undersigned declares that this release contains the entire agreement between the parties hereto and that the terms of this release have been completely read, are fully understood and voluntarily accepted after consultation and discussion with an attorney, and that the person signing this release has the full authority of the Releasing Party to do so.

11. **Counterparts.** This document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one document.

12. **Electronic Signatures.** This release may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

Executed this _____ day of _____, 2020 at _____ (city, state)

WHITE PASS VILLAGE INN ASSOCIATION

Title: _____

Dated: _____

MARK BALDWIN

Date: _____

FWIS, LLC

Title: _____

Dated: _____