



# Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

## Board of Directors Regular Meeting

April 10, 2025, 7:00 PM, 8 Barn View Ct. MULTIPURPOSE ROOM A

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Call to Order

Land Acknowledgement & Anti-Racism Statement

Roll Call

- 1) Adoption of Agenda – Page 1
- 2) Announcements
- 3) Property Owner Comments – 15 Minutes  
Total *Please note that comments are limited to 3 minutes per person.*
- 4) Approval of Minutes
  - a) 03/27/2025 Draft Board Meeting Minutes – Page 2
- 5) Reports
  - a) GM Report March (Distributed 03.27.2025)- Page 7
  - b) Committee Updates
    - i) Architectural Control
    - ii) Document Review
    - iii) Finance Committee
    - iv) Long-Range Planning
    - v) N&E Committee
    - vi) Safety Committee
- 6) Continuing Business
  - a. None
- 7) New Business
  - a) Ratification of emergency approval to remove SVCA Hazard Tree Parcel 32583 Page 12
  - b) Capital request -- Gate 2 Signage – Page 16
  - c) Capital request -- Marina Directional Signage – Page 18
  - d) Approval request – Confidentiality and social media policy- Employee – Page 20
  - e) Approval request -- Rescind Mitigation Lot Policy 08.27.2020 – Page 22
  - f) Document Review Committee MMember Approval

Adjournment



## REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday, March 27, 2025 Minutes

**DATE AND LOCATION:** MULTIPURPOSE ROOM A

**CALLED TO ORDER AT:** 7:00 PM

**AUDIENCE MEMBERS:** Not Recorded

**BOARD MEMBERS PRESENT:**

1. Keith McLean-Excused	4. Laurie Robinson	7. AJ Tischleder-Absent	10. Robb Gibbs-Zoom
2. Taimi Van de Polder	5. Tom Henning-Excused	8. Rick Asai	11. Daniel Rodriguez
3. Linda Bradley	6. Ray Meador	9. Stu Mitchell	

**ATTENDING:**

**Staff Members:** Michael Bennet General Manager, Spencer Huston, IT.

**Call to Order**

Vice President Van de Polder called the meeting to order at 7:00 PM.

Land Acknowledgement and Anti-Racism Statement.

**1. Vice President called for motion to adopt the agenda.**

**Motion:** Move to modify the agenda. Add appointment of new committee members.

<b>Motion By:</b> Director Meador		<b>Seconded By:</b> N/A	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> Unanimous X	<b>Against:</b>	<b>Abstained</b>	

**Motion:** To amend the agenda.

Move to adopt the amended agenda.

<b>Motion By:</b> Director Bradley		<b>Seconded By:</b> Director Van de Polder	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> Unanimous X	<b>Against:</b>	<b>Abstained</b>	

**2. Announcements.**

- Firewise Workshop in May
- Firewise limb pickup will begin April 21. Look for information in the Views.
- Water lily organizational meetings on April 23rd at 7 Pm. And April 26th at 2 Pm
- STR Taskforce Update: Met last week to get acquainted and talk about how we want to approach this. We have five names of people who expressed some interest. Applications are coming in and we are looking for six members on the committee with different viewpoints. Will make an announcement for a call for volunteers.
- CTK Movie night tomorrow night.
- Opening on the Nominations and Elections Committee. If anybody in the community is interested in joining our community. Please volunteer by going to the Sudden Valley website and using the volunteer link.

**3. Property owner comments.**

Updated information on new Gate 2 water tanks to provide safety and water during an earthquake event. "Shake" monitoring will close one of the tanks the other supply water for emergency.

**4. Approval of Minutes**

**Motion:** Board approve the draft Board meeting minutes from 2/27/2025, as provided in the packet.

<b>Motion By:</b> Director Bradley		<b>Seconded By:</b> Director Van de Polder	
<b>Approved:</b>	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> <b>Unanimous</b>	<b>Against:</b>	<b>Abstained:</b>	

Noted minor correction on item 8d to be corrected

**Motion:** Move to approve the minutes as per the recommended change.

<b>Motion By:</b> Director Van de Polder		<b>Seconded By:</b> Director Meador	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> <b>Unanimous</b> X	<b>Against:</b>	<b>Abstained:</b>	

**5. Reports**

**5a. GM Report** (Information included in agenda packet pages 6-10)

**5b. Financial Report-December 2024-presented by Financial Director, Joel Heverling**

(Information included in agenda packet pages 11-16)

**5c. Committee Reports**

- i. Architectural Control-** We're continuing to roll out our 2025 policies, and I think the contractors, at this point, all understand the changes that were enacted at the beginning of this year, and we are working with them and the variances are required. Have six on the committee; we could use three additional ACC members if anyone is interested.
- ii. Document Review-**We have not had any meetings this year yet. There's business from last year that we need to do this year. We are still looking for our member volunteer. I have reached out and we are going to reach out again and see if we can get our third person on the committee, so that we can get things rolling that are from last year.
- iii. Finance Committee-**Met earlier this week to review capital requests and financial reports. Golf income may be impacted by the wetter and colder weather this year. Revenue will recover nicely with warmer weather and longer daylight hours. Emergency Operation Fund, only about one month of Operations currently, would be nice to have a little better cushion, otherwise, looking good.
- iv. Long Range Planning-** We have gotten an assignment given to us by the Board for Barn 6 and Barn 8 to produce some good plans for both of those locations. The committee meets on the 1st Thursday each month. We have had three official meetings, and at the second meeting we decided that we would have subcommittees. We will have a little bit more to report after our next board meeting. We are going to put together all the stuff that we learned on both sides. Hopefully, we will have some more concrete information to keep us going forward. We do have a deadline of ninety days, to produce a good plan.
- v. N&E Committee-** Wanted to just let everybody know that the committee makeup is myself being Chair, the end of my elected term is at the AGM this year. Michael Wadsworth carried over elected member, Jo Jean Kos, and Don Jamtaas are volunteers that were approved by the board. Hopefully, we can get some folks interested in the community that would like to run and build some of those terms. We do have an open position on the committee, Gail Chiarello needed to step away. We are working on the

contract proposal from UniLect that was approved by the Board last month. UniLect has provided an instructional video for how online voting is done and printed helpful hints to use for the membership to understand how online voting works. Working on an informational communication campaign to let our fellow neighbors know how hybrid voting works.

vi. **Safety Committee-** We have a very busy committee this year. We have the Firewise program coming on May 12. I need to give a big “thank you” to Judy White for organizing and getting speakers lined up. We will be requesting a little funding for renting some AV equipment, and maybe some little snacks and beverages to go on to that evening.

Another project we have been working on is plans to build a display, and signage that life jackets are going to be available to be borrowed for folks that either forgot them or do not realize the need to have them for certain floating vessels. We are hoping to get those up for the summer boating season. Thanks to Ted Wang for heading up that project.

Another project has been the school safety signage, continuing on from last year. We are concerned about cars safely driving around school times when school buses are picking up and dropping off students. Sandwich board signage has been created from the Admin Office that will help. We are thinking we will try to get some little blinking yellow lights to attach to those, especially in the wintertime, just to help bring attention to those high traffic areas that we are continuing to address. Kolleen Mitchell has heading this project.

6. **Continuing Business -NOTE: due to staff present to speak to items 6(b) and 7(b) the Board approved amending the order of the agenda to allow input on these items.**

**6b. Recreational Membership & Fee Change Proposal (Non-Members)**

A memo from last board meeting about just fixing a portion of the fines and fees schedule when it came to how we do, monthly passes, and day passes for both the pool and the fitness center.

**Motion:** Move to a seasonal price structure for non-members. Obviously, it will stay free for members at this time.

**Motion:** Table the changes until more information is available regarding short term rentals and use of amenities.

<b>Motion By:</b> Director Van de Polder		<b>Seconded By:</b> N/A	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> Unanimous X	<b>Against:</b>	<b>Abstained:</b>	

**Motion:** We approve an \$8 access card fee for non-residents who purchase a monthly membership to the pool.

<b>Motion By:</b> Director Robinson		<b>Seconded By:</b> Director Meador	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> Unanimous X	<b>Against:</b>	<b>Abstained:</b>	

**7b. Capital Request-Roads-2025 Bridge Projects**

**Motion 1:** Move that the Board of Directors approve the allocation of \$1,088,464.22 from the

Roads for the purchase and installation of two (2) pre-engineered bridges.

<b>Motion By:</b> Director Van de Polder		<b>Seconded By:</b> Director Bradley	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> <b>Unanimous</b> X	<b>Against:</b>	<b>Abstained:</b>	

**Motion 2:** Move that the Board of Directors approve the General Manager to execute a contract with Rapid-Span per their attached quote for \$121,312.00 and RTI per their attached quote for \$134,368.00.

<b>Motion By:</b> Director Van de Polder		<b>Seconded By:</b> Director Bradley	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> <b>Unanimous</b> X	<b>Against:</b>	<b>Abstained:</b>	

**6a. Lake Whatcom Policy Group-Appointment Update-** Director McLean wants to stay as the Board representative, so just wanted to get approval for us to move to keep him on as the Board representative. Does anyone have any objections to that?

**Motion:** All in favor of moving Keith back to our contact for the policy group.

<b>Motion By:</b> Director Van de Polder		<b>Seconded By:</b> N/A	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> <b>Unanimous</b> X	<b>Against:</b>	<b>Abstained:</b>	

**6c. Organizational Chart Update-** the updated org chart was presented showing the current staffing with discussion of minor edits to be completed by staff.

**7. New Business**

**7a. Capital Request-CRRRF-Zero Turn Mower**

**Motion:** Move that the SVCA Boad of Directors approve the allocation of \$21,146 from CRRRF for the purchase of a Kubota ZD1211R zero turn mower for the Maintenance Department and authorize the Maintenance & Facilities Manager to coordinate with the Finance Director to complete the purchase.

<b>Motion By:</b> Director Van de Polder		<b>Seconded By:</b> Director Bradley	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> <b>Unanimous</b> X	<b>Against:</b>	<b>Abstained:</b>	

**7c. Approval Request-Wildfire Prevention Workshop Funding**

**Motion:** Move that the Board of Directors authorizes the General Manager to direct staff to rent AV equipment, including necessary microphones, and purchase snacks and beverages up to a total of \$500 for the Wildfire Prevention Workshop to be held on May 12, 2025, from 6:30 to 8:00 PM in the Dance Barn; to be paid out of Operations.

<b>Motion By:</b> Director Van de Polder		<b>Seconded By:</b> Director Bradley	
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<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> <b>Unanimous</b> X	<b>Against:</b>	<b>Abstained:</b>	

**7d. New Committee Appointments**

**Motion:** For Finance Committee I would like to recommend Jean Maixner. She has applied and she has been vetted. She served on the Finance Committee previously and has done a wonderful job. We are anxious to get her back on board.

<b>Motion By:</b> Director Van de Polder		<b>Seconded By:</b> N/A	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> <b>Unanimous</b> X	<b>Against:</b>	<b>Abstained:</b>	

Motion: Move to appoint April West to the LRPC. She has a lot of experience on boards and nonprofit and is very interested in being on the committee.

<b>Motion By:</b> Director Van de Polder		<b>Seconded By:</b> N/A	
<b>Approved:</b> X	<b>Not Approved:</b>	<b>Tabled:</b>	<b>Died:</b>
<b>In Favor:</b> <b>Unanimous</b> X	<b>Against:</b>	<b>Abstained:</b>	

**Adjournment: 9:04PM**

Approved by: \_\_\_\_\_  
Linda Bradley, Board of Directors Secretary

# Sudden Valley Community Association

## General Manager Report - March 2025

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### Executive Summary

The Sudden Valley Community Association is gearing up for an active season as we transition into spring. Capital projects are progressing steadily, administration is enhancing efficiency, and maintenance crews have been working diligently to prepare for the warmer months. Despite weather challenges, significant improvements have been made in various areas, from infrastructure repairs to recreational facility updates. We appreciate the community's engagement and look forward to a vibrant and productive season.

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### General Manager's Corner

Spring is in the air, and with it comes a season of renewal and progress. Our team has been working hard to maintain and enhance our beautiful community. From completing key capital projects to refining our operational strategies, we are dedicated to ensuring a seamless and enjoyable experience for all residents. We prepare for upcoming community events, spring and summer activities, elections, and seasonal transitions. Thank you for your continued support and participation—we look forward to a fantastic spring and summer in Sudden Valley!

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### Capital Projects Update

#### Active Projects

- **Turf Care Equipment Replacement** – The final unit replacement (Fairway Top Dresser) was included in the February 27 Board agenda.
- **Clubhouse HVAC Design & Permitting** – The permit application was submitted in October and is awaiting approval.
- **Bridge Design & Permitting** – Design ongoing; permit submission expected in March.

#### Upcoming Capital Requests

- **Roads & Bridges** – Culvert #4 Repair, Polo Park Drive, and Area Z Bridge Replacement Projects.
- **Maintenance Equipment** – Zero Turn Mower Replacement.
- **Golf Course** – Cart path improvements, bathroom fixture updates, and wash pad refurbishment.

- **Turf Care Building Renovation** – Pending permitting.

#### **Projects On Hold**

- **Barn 8 Siding/Structural Renovations** – Under review by the Long-Range Planning Committee. They will report back to the Board in May with initial suggestions.
- 

## **Administration & Accounting**

### **Activity Summary**

- Managers, Board members, and Staff continue to support GM with onboarding, historical operations information, and policy history.
- HR firm One Digital is working with the Office Manager and GM to revamp the employee manual and hire policies, documentation, and procedures.
- The Finance Committee reviewed several capital projects and the January 2025 financial statements on March 19.

### **Successes**

- Smooth Office Manager transition and strengthened ACC Committee support.
- Collection rates continue to meet/exceed expectations.

### **Planned Work**

- Website migration to an improved platform within the next 90 days.
  - Providing logistical support for community events and upcoming elections.
- 

## **Maintenance**

### **Activity Summary**

- Transitioned from winter operations by servicing and storing snow removal equipment.
- Replaced missing/damaged street signs and lights at the Rec Center.
- Assisted in emergency marina operations.
- Conducted post-winter tree removal and storm cleanup.
- Repaired potholes, graded parking areas, and maintained roadways.
- Continued progress on garbage can enclosures and various facility maintenance tasks.

## **Successes**

- Staff completed recertification in bucket and forklift operation.

## **Challenges**

- Ongoing storm-related cleanup and tree removal.

## **Planned Work**

- Repair fencing at Turfcare.
  - Maintain and prepare parks and trails for the spring and summer seasons.
  - Continue the trash can container project and construct additional kayak racks.
- 

## **Recreation**

### **Activity Summary**

- Completed Marina Renewals and started filling vacant storage spots.
- Initiated kayak renewals.
- Continued facility upkeep and summer hiring preparations.

### **Successes**

- Efficient processing of renewals and storage allocation.

### **Challenges**

- Managing last-minute renewals before deadlines.

### **Planned Work**

- Finalizing kayak renewals and hiring 2025 Pool Staff.
  - Preparing Marina Office and signage for summer operations.
- 

## **Golf**

### **Activity Summary**

- Golf course operations were affected by a 17-day closure due to snow, resulting in a 50% revenue decline compared to 2024.
- Hosted two Winter Series events and promoted the upcoming Winter Series Championship.

- Engaged with The Skagit Casino to discuss a partnership for Stay and Play.
- Began onboarding and scheduling outside tournaments for 2025.

### **Successes**

- Increased activity following the snow melt.

### **Challenges**

- Significant revenue loss due to weather-related closures.

### **Planned Work**

- Final preparations for the Winter Series Championship.
  - Outreach for outside tournaments and The Masters Par 3 event promotion.
- 

## **Turf Care**

**Activity Summary:** Early spring maintenance practices are beginning to ramp up, including:

### **Successes**

- All extensive Willow tree pruning was completed.
- Two grounds crew members participated in Bucket truck operation training.
- #9 Green sod stripped off, deep tine aerated, and ready for resodding last week of March.
- Aerated all green collars and approaches and applied lime.
- Began Deep tining the fairway turf with the newly acquired aerification machine.
- Seasonal fairway turf slicing is well underway.
- All eighteen tee boxes had a seasonal lime application.
- Began seasonal sprinkler head clearing for the upcoming season.
- Two new hires onboard now. One full-time, one part-time.
- Working with Diane Bruneau to clean up Turfcare employee HR docs. (It is a pleasure to work with Diane, by the way!!)

### **Challenges**

- The course was snow-covered and closed for 19 days, affecting revenues.
- We have a small area on #17 green with Crown Hydration injury (Freeze). We will monitor and treat as temperatures warm up.

### **Planned/Ongoing Work**

- Turf equipment mower sharpening and preventative maintenance are ongoing.
- Irrigation system preparing for the upcoming season.
- Wrap up sprinkler head clearing by the end of the month.
- The putting greens and tee boxes are scheduled to be aerated March 24-25 (weather permitting).
- Green nine sod install scheduled for March 26.

### **Weather historical Rainfall:**

<b>January 1 to March 12, 2024:</b>	<b>18.81"</b>
<b>January 1 to March 12, 2025:</b>	<b>9.75"</b>

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### **Conclusion**

As we embrace the changing seasons, we extend our gratitude to the community for its continued support. Warmer days bring new opportunities for outdoor activities, community engagement, and facility enhancements. We look forward to a season of growth, renewal, and enjoyment for all. Stay connected, participate in upcoming events, and enjoy the beauty of Sudden Valley this spring!



# Sudden Valley Community Association

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## RATIFICATION REQUEST MEMO

**To:** Sudden Valley Community Association (SVCA) Board of Directors

**From:** Executive Committee / Michael Bennett, General Manager

**Date:** April 10th, 2025

**Subject:** Hazard Tree Removal – Sudden Valley Parcel 32583

### Purpose

To request **Ratification** of the Emergency Executive Committee's Action taken on April 4, 2020, to remove a downed hazard tree, root ball, and large dislodged boulders threatening the residence at 12 Sudden Valley Drive.

### Background

On 4/02/25, the property owner at 12 Sudden Valley Drive submitted a Tree Removal Request form for a tree that had fallen during the November 2024 bomb cyclone event. The tree is on the SVCA parcel 32583 and on a steep slope above the home. It was recently discovered that the tree's root ball contains a large boulder and is pushing against the base of another large tree above the house.

The SVCA Executive Committee, with a quorum present and confirmed, met in emergency session on April 4, 2025, to review and approve the following funding and sole source selection of Rawls Tree Service to address an emergent safety threat on SVCA Parcel 32583 involving a hazardous tree and unstable boulders.





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## Analysis

The removal process is highly technical due to the tree's location on a steep slope directly above the home. Upon inspection, additional large boulders were identified as having been dislodged when the tree fell. Given the site constraints, crane removal is not feasible.

Rawls Tree Service recommends the following approach:

- Install safety netting below the tree and boulders to contain debris.
- Use a jackhammer to break the boulders into manageable pieces.
- Cut and remove the root ball and fallen tree in sections.
- Assess the remaining trees for potential stability concerns.
- Explore salvage opportunities for a large fir tree and other downed trees via access from Arrow Root Place.

Rawls Tree Service is the only locally available contractor with the expertise and equipment to complete this project safely. Given these unique qualifications, **sole-source selection** of Rawls Tree Service is requested.





# Sudden Valley Community Association

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## Proposal

Approve funding of \$40,000 (final amount to be determined) and authorize the selection of Rawls Tree Service to remove the hazard tree, mitigate the risk of loose boulders, and ensure site safety.

This motion is made in response to a verified emergency condition that poses an imminent risk to life, safety, or property, and which does not allow for the standard review process by the Finance Committee and full Board of Directors.

## Motion

Move that the SVCA Board of Directors ratify the emergency action taken by the Executive Committee on April 4, 2025, pursuant to **Bylaws Article VI, Section 6.3**, and in accordance with emergency authority under **RCW 64.38.020(3) and RCW 24.03A.565**, to:

1. **Approve a preliminary allocation of \$40,000 from CRRRF General Ledger #8003**, understanding that the final amount may be adjusted based on final invoicing and scope.
2. **Authorize the sole-source selection of Rawls Tree Service** to perform:
  - o Immediate removal of the identified hazard tree
  - o Risk mitigation for unstable boulders
  - o Any additional site safety measures deemed necessary by qualified personnel

## Board of Directors Approval

### Motion:

Approved  Not Approved

**Board Officer Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

*Taimi Van de Polder, SVCA Board Vice President*



**Sudden Valley Community Association**

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# EMERGENCY ACTION MEMO

**To:** Sudden Valley Community Association Board of Directors  
**From:** Executive Committee / Michael Bennett, General Manager  
**Date:** 04.04.2025  
**Subject:** Emergency Executive Committee Meeting

- **Date/Time:** April 4, 2025, 9:00 AM
- **Location:** Zoom
- **Present:** Taimi Vande Polder (Vice President), Linda Bradley (Secretary), Rick Asai (Treasurer)
- **Quorum:** Present and confirmed

**Purpose**

To address an emergent safety threat on SVCA Parcel 32583 involving a hazardous tree and unstable boulders.

**Motion:**

The Executive Committee, acting on behalf of the Sudden Valley Community Association Board of Directors pursuant to **Bylaws Article VI, Section 6.3**, and in accordance with emergency authority under **RCW 64.38.020(3)** and **RCW 24.03A.565**, moves to:

1. **Approve a preliminary allocation of \$40,000 from CRRRF General Ledger #8003**, understanding that the final amount may be adjusted based on final invoicing and scope.
2. **Authorize the sole-source selection of Rawls Tree Service** to perform:
  - o Immediate removal of the identified hazard tree
  - o Risk mitigation for unstable boulders
  - o Any additional site safety measures deemed necessary by qualified personnel

This motion is made in response to a verified emergency condition that poses an imminent risk to life, safety, or property, and which does not allow for the normal review process by the Finance Committee and full Board of Directors.

A formal ratification of this action will be placed on the **agenda of the next regular Board meeting**, as required by **Bylaws Article VI, Section 6.3(e)**.

**Approval**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ SVCA Executive Committee

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

Linda Bradley, SVCA Board Secretary



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# CAPITAL REQUEST MEMO

**To:** Sudden Valley Community Association Board of Directors Michael Bennett,

**From:** General Manager

**Date:** April 10, 2025

**Subject:** Gate 2 and Welcome Ctr Garden - Signage Approval Request - CRRF

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### **Purpose**

To obtain Board approval of CRRRF Funds for the 2025 Gate 2 Entrance sign and Welcome Center Garden Area and Trail Directional signage.

### **Background**

The 2025 CRRRF Budget provides \$20,000 for Gate 2 Directional Signage.

### **Analysis**

The Gate 2 entrance sign and related directional signage to the Welcome Center, Pro Shop, Golf Course, etc., require replacement and additional signage to direct traffic more efficiently and improve the appearance of the black marble monument sign at the Lake Whatcom Blvd entrance to Gate 2. Additional Welcome Center signage will be placed at the Welcome Center Active Plant Garden and at the Lake Louise Trail entrance.

### **Requests**

Request that the Board of Directors authorize the Director of Finance to obligate the budgeted funds not to exceed \$20,000 from CRRF and for the GM and the Maintenance & Facilities Manager to contract with the lowest responsible sign providers to design, source, and furnish the necessary signage in 2025. SVCA maintenance personnel will install the signage as it is received and ready for installation.

### **Motion # 1**

Move that the Board of Directors authorize the Director of Finance to obligate the budgeted funds from CRRF not to exceed \$20,000 for periodic expenditures from various sign vendors.

### **Motion # 2**

Move that the Board of Directors authorizes the GM and the Maintenance & Facilities Manager to contract with the lowest responsible sign providers to design, source, and furnish the necessary signage in April, May and June 2025.



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**Finance Committee Approval**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

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

**Board of Directors Approval**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ SVCA Board of Directors

Board Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Taimi Van de Polder, SVCA Board Vice President



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# **CAPITAL REQUEST MEMO**

**To:** Sudden Valley Community Association Board of Directors

**From:** Michael Bennett, General Manager

**Date:** April 10, 2025

**Subject:** Marina Signage Approval Request - CRRRF

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### **Purpose**

To obtain Board approval of CRRRF Funds for the 2025 Marina signage replacements.

### **Background**

The 2025 CRRRF Budget provides \$15,000 for Marina Directional Signage.

### **Analysis**

The Marina entrance sign and directional signage require replacement and additional signage to direct traffic more efficiently and improve the appearance of the Marina and adjacent parking area.

### **Requests**

Request that the Board of Directors authorize the Director of Finance to obligate the budgeted funds not to exceed \$15,000 from CRRF and for the GM and the Maintenance & Facilities Manager to contract with the lowest responsible sign providers to design, source, and furnish the necessary signage in April and May 2025. SVCA maintenance personnel will install the signage as it is received and ready for installation.

### **Motion # 1**

Move that the Board of Directors authorize the Director of Finance to obligate the budgeted funds from CRRF not to exceed \$15,000 for periodic expenditures from various sign vendors.

### **Motion # 2**

Move that the Board of Directors authorizes the GM and the Maintenance & Facilities Manager to contract with the lowest responsible sign providers to design, source, and furnish the necessary signage in 2025.



**Sudden Valley Community Association**

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

[www.suddenvalley.com](http://www.suddenvalley.com)

**Finance Committee Approval**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

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

**Board of Directors Approval**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ SVCA Board of Directors

Board Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Taimi Van de Polder, SVCA Board Vice President



# CONFIDENTIALITY & SOCIAL MEDIA POLICY

Sudden Valley Community Association (SVCA)

2025.04.10

This Policy applies to **employees of SVCA** (“Recipient”).

## 1. Purpose

SVCA maintains confidential and proprietary information regarding its operations, residents, financials, and other sensitive matters. Additionally, this Policy establishes social media use guidelines to ensure professionalism, privacy protection, and compliance with association policies.

## 2. Definition of Confidential Information

“Confidential Information” includes, but is not limited to:

- Personal and financial information of SVCA members, residents, employees, and vendors.
- Internal records, certain financial reports that are not subject to disclosure under RCW 64.38.045, legal matters, and board discussions held in closed session.
- Non-public information regarding SVCA operations, policies, security measures, and decisions.
- Any other information disclosed during employment or volunteer work that management designates as Confidential Information.

## 3. Obligations of the Recipient

The Recipient agrees to:

- Maintain strict confidentiality and not disclose Confidential Information to any third party without prior written consent from SVCA.
- Use Confidential Information only for official SVCA duties and not for personal gain or unauthorized purposes.
- Secure and protect any Confidential Information in their possession.
- Refrain from discussing Confidential Information in public forums, including online platforms.
- Immediately notify the General Manager of any unauthorized disclosure or potential breach of Confidential Information.

## 4. Social Media Policy

SVCA recognizes the importance of social media for personal and professional purposes. However, employees and HOA member-employees must adhere to the following guidelines:

### 4.1 General Conduct

Employees must not post, share, or comment on **Confidential Information**.

- Employees must conduct themselves professionally and avoid statements that could create conflicts of interest.

# CONFIDENTIALITY & SOCIAL MEDIA POLICY

Sudden Valley Community Association – Page 2

- Personal opinions must be clearly stated as such and should not imply official representation of SVCA.

## 4.2 Social Media Use for Employees Who Are Also HOA Members

Employees who are also SVCA members must:

- Distinguish between their personal opinions as HOA members and their professional responsibilities.
- Avoid using their employment status to influence or escalate HOA disputes.
- Follow all social media rules applicable to employees, even when engaging in member discussions online.

## 4.3 Prohibited Activities

Employees, and member-employees must **not**:

- Engage in harassment, bullying, or discriminatory behavior toward SVCA members, staff, or vendors.
- Use SVCA's logo, branding, or materials without prior written approval.
- Discuss SVCA policies or internal decisions in a way that misrepresents facts or misleads the community.

## 5. Enforcement & Consequences

Violations of this Policy may result in disciplinary action, including:

- Verbal reprimand and counseling, written reprimand, suspension without pay, discharge or termination of employment position.
- Restrictions on social media engagement in official or HOA-related matters.

## 6. Return or Destruction of Information

Upon termination of employment, , or upon request by SVCA, the Recipient must return or destroy all Confidential Information in their possession.

## 7. Term and Survival

A Recipient's obligations remain in effect during and after the Recipient's association with SVCA. The obligation to maintain confidentiality and adhere to social media policies **survives indefinitely** beyond employment.

I have read, understand, and acknowledge receipt of this policy.

\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
Signature Date

Printed Name: \_\_\_\_\_

## **Sudden Valley Community Association**

### **Policy Statement for Acquiring Offsite Compensatory Mitigation Areas**

**Approved and Adopted: 08.27.2020**

**Compensatory Mitigation Areas** – Compensatory mitigation areas are sites on or near a building site that can be used to mitigate the impact of the development at the building site. Under certain conditions, Whatcom County may allow for offsite compensatory mitigation areas in the development of properties within Sudden Valley. SVCA makes no representations or warranties, express or implied, as to a member's ability to use compensatory mitigation areas or regarding land use determinations made by Whatcom County. Owners are solely responsible for all permitting requirements.

**Acquiring Properties Used as Compensatory Mitigation Areas** – To the extent permitted by its governing documents, SVCA may acquire property within Sudden Valley being used to mitigate the impact of development on other property within Sudden Valley. SVCA's acquisition of any such property shall be conditioned on (i) the owner's timely and complete payment of twenty-four (24) consecutive months of dues and assessments from the date of the agreement with SVCA and (ii) use of the Property as offsite compensatory mitigation area for the development of another property within Sudden Valley pursuant to a mitigation plan approved by Whatcom County. The property acquired shall be subject to a Conservation Easement acceptable to SVCA. The member(s) shall be in good standing to qualify for transfer of a property to SVCA. In the event SVCA agrees to accept such property, the property shall be transferred to SVCA free of all costs and expenses to SVCA.

**Authority of General Manager** – The General Manager is authorized to enter into transactions in substantial conformance with the terms of the Real Property Transfer Agreement attached as **Appendix A**. The General Manager shall notify the Board of SVCA before entering into a Real Property Transfer Agreement.

**EXHIBIT A**

**[REAL PROPERTY TRANSFER AGREEMENT]**

**REAL PROPERTY TRANSFER AGREEMENT  
(Acquisition of Compensatory Mitigation Areas)**

**THIS REAL PROPERTY TRANSFER AGREEMENT** (the "Agreement") is made and entered into as of this [REDACTED] day of [REDACTED], 202[REDACTED] (the "Effective Date"), by and between [REDACTED] ("Developer") and Sudden Valley Community Association ("SVCA").

**I. RECITALS**

**WHEREAS**, Developer owns a parcel of real properties identified by Whatcom County Assessor Number \_\_\_\_\_ 0000, which is legally described on **Exhibit "1"** attached hereto (the "Mitigation Property") and Whatcom County Assessor Number \_\_\_\_\_ 0000, which is legally described on **Exhibit "2"** attached hereto (the "Development Property");

**WHEREAS**, Developer intends on using the Mitigation Property as an offsite compensatory mitigation area for the development of the Development Property pursuant to a Mitigation Plan date [REDACTED], 202[REDACTED] for Permit No. [REDACTED]; and

**WHEREAS**, Developer wishes to convey, and SVCA wishes to acquire, the Mitigation Property from Developer on the terms and conditions set forth below.

**II. TERMS AND CONDITIONS**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Transfer of Mitigation Property.** Developer hereby agrees to convey the Mitigation Property to SVCA, and SVCA hereby agrees to acquire the Mitigation Property from Developer, subject to the terms and conditions set forth herein. The Mitigation Property shall be transferred to SVCA for Zero Dollars (\$0.00), as SVCA's acceptance of the Mitigation Property constitutes good and valuable consideration to the Developer because, among other reasons, the Developer will no longer be obligated to pay dues and assessments on the Mitigation Property once transferred to SVCA.

2. **Condition of Title.** Title examination will be conducted as follows:

2.1 **Title Commitment.** Developer shall, twenty (20) days before the Closing this Agreement, furnish to SVCA a commitment ("Title Commitment") for a standard owner's policy of title insurance, issued by Whatcom Land Title Company ("Escrow Agent"), committing the Escrow Agent to insure good and marketable title to the Mitigation Property, free and clear of liens, deeds of trust, charges, defects, or encumbrances other than the "Permitted Exceptions."

2.2 **Permitted Exceptions.** Rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements not inconsistent with SVCA's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects and Developer shall not be obligated to remove them at or before

closing (the "Permitted Exceptions"). A Conservation Easement in a form acceptable to and approved by SVCA shall be included as a Permitted Exception.

2.3 **SVCA's Objections.** SVCA will make any objections it may have with regard to the Title Commitment and any Schedules thereto within ten (10) days of receipt of the same. SVCA's failure to make objections within such time period will constitute a waiver of objections with respect to matters disclosed in the Title Commitment and the Schedules thereto. Any specific matter shown in the Title Commitment and the Schedules thereto and not objected to by SVCA shall be included as a "Permitted Exception" hereunder.

In the event SVCA's objection to any exceptions or defects set forth in the Title Commitment and the Schedules thereto, Developer shall have five (5) days from delivery of SVCA's notice to notify SVCA, in writing, that (i) Developer will cause the disapproved exceptions to be removed from the policy of title insurance to be issued in favor of SVCA on or before Closing; or (ii) Developer will not eliminate the disapproved exceptions.

If Developer: (i) notifies SVCA, in writing, that Developer will not eliminate the objected to exceptions on or before Closing; or (ii) does not notify SVCA, in writing, that Developer will cause the objected to exceptions to be eliminated on or before Closing, then this Agreement shall terminate, and neither SVCA nor Developer shall have any further rights, duties, or obligations hereunder. The title exceptions approved as provided herein shall be included as Permitted Exceptions.

3. **Conveyance of Title.** Title shall be conveyed by Statutory Warranty Deed (the "Deed"), which shall be free of all encumbrances and defects except the Permitted Exceptions noted above.

4. **Payment of Dues and Assessments.** Buyer's obligation to accept title to the Mitigation Property under this Agreement is expressly conditioned on Developer paying all dues and assessments currently owing to SVCA for the Mitigation Property, plus all dues and assessments to become owing for the Mitigation Property in the twenty-four (24) months after mutual acceptance of this Agreement. If Developer fails to comply with the requirements of this Paragraph on or before Closing, SVCA shall have no obligation to acquire the Mitigation Property from Developer and this Agreement shall be null and void.

5. **Use as Compensatory Mitigation Area.** This Agreement is also conditioned on Developer having (1) recorded of a Conservation Easement on the Mitigation Property in a form acceptable to and approved by SVCA; and (2) completed construction on the Development Property pursuant to a Mitigation Plan and Permit approved by Whatcom County. Developer shall provide SVCA with the Conservation Easement and all Mitigation Plan(s), Permit(s), and other documents related to and/or arising from the Conservation Easement. If Developer fails to comply with the requirements of this Paragraph on or before Closing, SVCA shall have no obligation to acquire the Mitigation Property from Developer and this Agreement shall be null and void.

6. **Closing.** The closing hereunder (the "Closing") shall be held, and delivery of all items to be made at the Closing under the terms of this Agreement shall be made, at the offices of the Escrow Agent twenty-four (24) months after the Effective Date (the "Closing Date"), or on such

other date as SVCA and Developer may mutually agree to in writing. All documents shall be deemed delivered on the date on which the Deed is recorded, and possession of the Mitigation Property shall be delivered to SVCA on the Closing Date.

7. **Documents to be Delivered by Developer for Closing.** On or before the Closing Date, Developer shall deposit with the Escrow Agent the following:

- a. The Deed duly executed and acknowledged by Developer;
- b. A duly executed real estate excise tax affidavit;
- c. A standard ALTA form of owner's policy of title insurance;
- d. The Conservation Easement and all Mitigation Plan(s), Permit(s), and other documents related to and/or arising from the Conservation Easement if not already provided to SVCA.
- e. Such other instruments as are reasonably required by the Escrow Agent or otherwise required to close the escrow and consummate the transfer of the Mitigation Property in accordance with the terms hereof.

8. **Documents to be Delivered by SVCA for Closing.** On or before the Closing Date, SVCA shall deposit with the Escrow Agent the following:

- a. A duly executed real estate excise tax affidavit; and
- b. Such other instruments as are reasonably required by the Escrow Agent or otherwise required to close the escrow and consummate the transfer of the Mitigation Property in accordance with the terms hereof.

9. **Escrow Instructions.** Thirty (30) days before the Closing Date, the parties hereto shall deposit an executed counterpart of this Agreement with the Escrow Agent and this Agreement shall serve as the instructions to the Escrow Agent for consummation of the transfer contemplated hereby. Developer and SVCA agree to execute such additional and supplemental escrow instructions as may be appropriate to enable the Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplemental escrow instructions, the terms of this Agreement shall control.

10. **Costs and Expenses Paid at Closing.** Developer shall pay all costs and expenses associated with this transaction including, but not limited to, recording fees, the Escrow Agent's fee, real estate excise taxes, and the premium for a standard owner's policy of title insurance.

11. **Prorations.** All revenues and all expenses of the Mitigation Property, including but not limited to real property taxes, special assessments, rents, water, sewer, and utility charges, amounts payable under the Agreement, annual permits, and/or inspection fees (calculated on the basis of the respective periods covered thereby), and any other expenses normal to the

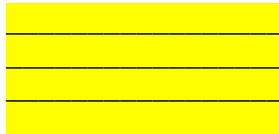
ownership, use, operation, and maintenance of the Mitigation Property shall be prorated as of 12:01 a.m. on the Closing Date.

12. **Brokers and Finders.** Each party represents to the other that no broker or finder has been involved in this transaction. In the event of a claim for broker's fee, finder's fee, commission, or other similar compensation in connection herewith, the party that incurred such a fee or obligation shall be solely responsible for the payment thereof.

13. **Attorneys' Fees.** Each party shall bear the cost of their own attorneys' fees for the review of this document. If any lawsuit arises in connection with the performance of this Agreement, the substantially prevailing party therein shall be awarded and recover from the other party the substantially prevailing party's costs and expenses, including reasonable attorneys' fees, incurred in connection therewith, in preparation thereof, and on appeal therefrom, which amounts shall be included in any judgment entered therein.

14. **Notices.** All notices, demands, requests, consents, and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Developer at:

A rectangular area consisting of four horizontal yellow bars, used to redact the address information for the Developer.

SVCA at:

Sudden Valley Community Association  
ATTN: Managing Director  
4 Clubhouse Circle  
Bellingham, WA 98229

or to such other address as either party hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile and e-mail transmission of any signed original document, and retransmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original document. At the request of either party or the Escrow Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document. If the last day of a period falls on a day on which the recording office of the county in which the Mitigation Property is located is closed, the expiration of the period shall be extended to the first day thereafter in which any such recording office is open.

15. **Assignment.** No assignment of this Agreement may be made except by written agreement signed by all parties hereto.

16. **Survival.** All provisions of this Agreement which involve obligations, duties, or rights and all representations, warranties, and indemnifications made in or to be made pursuant to this Agreement shall survive the Closing Date and/or the recording of the Deed and shall be separately enforceable as a contract.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

18. **Additional Acts.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by Developer or SVCA, Developer and SVCA hereby agree to perform, execute, and/or deliver, or cause to be performed, executed, and/or delivered, at the Closing Date any and all such further acts, deeds, and assurances as SVCA or Developer, as the case may be, which may be reasonably require to: (a) evidence and vest in the SVCA the ownership of and title to the Mitigation Property; and (b) consummate the transaction contemplated hereunder. Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

19. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

20. **Governing Law.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, venue shall lie exclusively in Whatcom County, Washington.

21. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Developer nor the SVCA shall be liable to the other for any representations made by any person concerning the Mitigation Property or regarding the terms of this Agreement except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by the Developer and the SVCA subsequent to the date hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**DEVELOPER:**

\_\_\_\_\_  
Name:

**SVCA:**  
SUDDEN VALLEY COMMUNITY ASSOCIATION

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By:  
Its: