



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Board of Directors Regular Meeting

May 22, 2025, 7:00 PM, 8 Barn View Ct. MULTIPURPOSE ROOM A

Call to Order

Land Acknowledgement & Anti-Racism Statement

Roll Call

- 1) Adoption of Agenda
 - 2) Announcements
 - 3) Property Owner Comments – 15 Minutes Total
Please note that comments are limited to 3 minutes per person.
 - 4) Consent Agenda
 - a) Minutes - April 10, 2025, as submitted -- Page 2
 - b) Minutes - April 24, 2025, Draft -- Page 6
 - 5) Reports
 - a) GM Report – April - Page 10
 - b) Financial Report – March Financials, Capital Reserves - Page 13
 - c) 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) Hybrid Voting Update - UniLect -- Page 22
 - 7) New Business
 - a) Contract Approvals – Consent Agenda
 - i) CESCO Pool Service and Equipment Lease – Page 26
 - ii) ACC Inspector engagement agreement – Page 28
 - iii) CTK Lease renewal agreement 2026-2027 – Page 34
 - iv) One Digital HR Consultant renewal agreement – Page 46
 - b) Approval Request 2025 Nominations & Elections Manual – Page 48
 - c) Approval Request Employee Handbook 2025 Update (Distributed) -- Page 83
 - d) Request to rescind ACC Board Policies replaced by 2025 ACC Manual – Page 89
 - e) Review and Approval of 2025 Contract Summary – Page 90
 - f) Approval Request – Small Parcel Sale Request
 - i) (Parcel 33770 – 717 sq. ft.) – Page 93
 - g) Capital Approval – Austin Creek Bank Repair Design & Permitting – Page 107
 - h) Capital Approval – Turf Care Building Remodel -- Page 112
- Adjournment



REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday, April 10, 2025 Minutes

DATE AND LOCATION: MULTIPURPOSE ROOM A

CALLED TO ORDER AT: 7:02 PM

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

1. Keith McLean-Excused	4. Laurie Robinson-via Zoom	7.AJ Tischleder-Absent	10. Robb Gibbs-via Zoom
2. Taimi Van de Polder	5. Tom Henning	8. Rick Asai-via Zoom	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 adopt the agenda

Motion By: Director Bradley		Seconded By: Director Mitchell	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous X	Against:	Abstained	

2. Announcements.

- Easter Egg Hunt Announcement
- STR Taskforce Update: After a call for volunteers ten people have expressed interest in the taskforce. Next step is to have the directors meet with volunteer members and select the members.

3. Property owner comments.

There were no property owner comments.

4. Approval of Minutes

Motion: motion for the board to approve the 3-27-2025 board minutes as submitted.

Motion By: Director Bradley		Seconded By: Director Meador	
Approved:	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

Noted minor correction on Safety Committee Report regarding school bus safety.

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

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

5. Reports

5a. GM Report (March report submitted at last meeting.)

5b. Committee Reports

- i. **Architectural Control-** We have thirty-one applications for next week. Many are variances, a lot of trees. But we do have quite a few new constructions. It is going to be a busy week. **Document Review-**We finally have our third person that will be approved by the board tonight. So, we can start planning when we can all meet and start having meetings. I am looking forward to that.
- ii. **Finance Committee-**Finance Committee has not met since the last Board meeting.
- iii. **Long Range Planning-** We did get a report on Barn 8, and we are in the process of getting costs on Barn 6. We will submit the next Board meeting after it goes through the Finance Committee and get a memo so we can find out the actual cost for 2026 to do Barn 6, the ones we have are old, and there has been additional modification.
- iv. **N&E Committee-**No report Director Gibbs had an excused absence.
- v. **Safety Committee-** The Safety Committee has not met since the last Board meeting. We are meeting next Thursday.

6. Continuing Business -NONE.

7. New Business

7a. Ratification of Emergency approval to remove SVCA hazard tree Parcel 32583.

Motion 1: Move that the SVCA Board Directors ratify the emergency action taken by the Executive Committee on April 4, 2025, pursuant to Bylaws, Article 6, section 6.3, and in accordance with emergency authority, under RCW 64.38.020(3) and RCW 24.03A.565, to approve a preliminary allocation of \$40,000 from CRRRF, general ledger number 8003. Understanding that the final amount may be adjusted based on final invoicing and scope.

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

Motion 2: Authorize the selection of Rawls Tree service to perform immediate removal of the identified hazard tree, risk mitigation for unstable boulders, and any additional safety measures deemed necessary by qualified personnel.

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

7b. Gate 2 & Welcome Center Garden-Signage Approval Request

Motion 1: Move that the board of directors authorize the Director of Finance to obligate

the budgeted funds from CRRRF not to exceed \$20,000, for periodic expenditures for various sign vendors.

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

Motion 2: Authorize the GM and the Maintenance and Facilities Manager to contract with the lowest responsible sign providers to design, source, and furnish the necessary signage. In April, May and June 2025.

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

7c. Capital Request: Marina Directional Signage

Motion 1: Move the Board of Directors authorize the Director of Finance to obligate the budgeted funds from CRRRF not to exceed \$15,000 for periodic expenditures from various sign vendors.

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

Motion 2: Move to the board directors authorize the GM and Maintenance and Facilities Manager to contract with the lowest responsible sign providers to design, source, and furnish the necessary signage in 2025.

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

7d. Approval Request-Confidentiality and Social Media Policy-Employee

Motion: The Board of Directors approve the Confidentiality & Social Media Policy for Employees.

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

7e. Approval Request-Rescind Mitigation Lot Policy 08.27.2020

Motion: Move that we rescind the Mitigation Lot Policy adopted 8/27/2020.

Motion By: Director Bradley		Seconded By: Director Van De Polder	
Approved: X	Not Approved:	Tabled:	Died:

In Favor: Unanimous X	Against:	Abstained:	
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7f. Document Review Committee-member approval.

Motion: I have a member who I would like approved for the Document Review Committee. Anne Meador who has been vetted and has a background in administrative proofreading.

Motion By: Director Bradley		Seconded By: Director Van De Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous X	Against:	Abstained:	

Adjournment: 7:57PM

Approved by: _____
Linda Bradley, Board of Directors Secretary



REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday, April 24, 2025 Minutes

DATE AND LOCATION: MULTIPURPOSE ROOM A

CALLED TO ORDER AT: 7:01 PM

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

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

ATTENDING:

Staff Members: Michael Bennet General Manager via Zoom, Spencer Huston, IT and Mike Brock Maintenance & Facilities Manager

Call to Order

President McLean called the meeting to order at 7:01 PM.

Land Acknowledgement and Anti-Racism Statement.

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

Motion: Move to amend the agenda for two items.

1. Add a closed session. Director McLean
2. Approve STR Taskforce members. Director Rodriguez

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous X	Against:	Abstained	

2. Announcements.

- Upcoming May Firewise Event May 12th.
- June 10 “Map Your Neighborhood” Presentation.
- The N & E Committee has a vacancy for a volunteer member.
- Recognition of Volunteer Month-thanking all our Sudden Valley volunteers. You are helping your neighbors and want to acknowledge that and really appreciate everyone that is putting in time and helping this community

3. Property owner comments.

There were no property owner comments.

4. Approval of Minutes-None

5. Reports

5a. GM April Report (Pages2-7)

5b. February Financial Report-Joel Heverling, Financer Director (Pages 8-13)

6. Continuing Business -NONE.

7. New Business

7a. 2025 Budget Calendar Approval-approved by consensus of the Board.

7b. Collection Policy 2025 Approval

Motion: Move that the Board approve this updated policy for the changes in RCW 64.38.100. Note: to modify \$35 fee to read “an additional” \$35 late fee.

Motion By: Director Bradley		Seconded By: Director McLean	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 7	Against:	Abstained: 1	

7c. Capital Request: 2025 Pavement Marking Bids

Motion 1: Move that the Board of Directors approve the General Manager to execute a contract with Specialized Pavement Marking LLC in the amount of \$18,223.91, utilizing SVCA’s standard construction contract for painting the center line of the main roads. Second.

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous X	Against:	Abstained:	

Motion 2: Move that the Board of Directors approve returning the unused funds (approximately \$8,000) give or take to be deducted from the Roads capital code 9925.4, and have it credited back to the Roads Fund. An exact amount cannot be specified due to the unknown contingencies which are allowed in the contract.

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous X	Against:	Abstained:	

7d. Capital Request 2025-Welcome Center Exterior Painting

Motion: Move that the SVCA Board of Directors approve the allocation of \$7,611.21 from the CRRRF for the exterior painting of the Welcome Center and authorize the General Manager to execute SVCA’s standard construction contract with CertaPro Painters in the amount not to exceed \$7,611. 21.

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous X	Against:	Abstained:	

7e. Approval Request-De-Obligate-Reclassify Capital Projects

Motion: Move that the Board of Directors de-obligate \$228,131 from Capital Project GL #

8004 Roads Fund, and to also de-obligate \$251,424 from Capital Project GL #8003 CRRRF and to approve the reclassification of all related. November 2024 Storm event cleanup costs charged for these funds to the operating fund in the fiscal years for which these costs were incurred, thereby also reimbursing these capital funds from the operating funds.

Motion By: Director McLean		Seconded By: Director Bradley	
Approved:	Not Approved:	Tabled:	Died: X
In Favor: Unanimous	Against:	Abstained:	

Motion to Amend: Move to amend the request to read: Move that the Board of Directors de-obligate \$228,131 from Capital Project GL # 8004 Roads Fund, and to also de-obligate \$251,424 from Capital Project GL #8003 CRRRF and approve the reclassification of all related. November 2024 Storm event cleanup costs charged for these funds to the operating fund in the fiscal years for which these costs were incurred, thereby also reimbursing these capital funds from the operating funds. At the same time, it is recommended that the 2025 year to date residual November storm cleanup event costs be reclassified from capital to operations for the same purpose.

Motion By: Director Bradley		Seconded By: Director Van De Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous X	Against:	Abstained:	

7f. Capital Request 2025-Barn 8 Pre-Design Fee Proposal

Motion: To approve the expenditure of \$19,025 in the 2025 CRRRF budget GL Account 9722.09 for the Barn 6.pre-design phase and architectural services, to be formed by Carlotti Architects. PS., as detailed in their April 10, 2025 proposal.

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 7	Against: 1	Abstained:	

7g. STR Taskforce Member approval.

Motion: Approve Mark Fairhart, Jane David, Michael Davolio, Ariel Szilagyi, Anthony Singer and Barbara Michelson-Harder.

Motion By: Director Rodriguez		Seconded By: Director McLean	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

8. Closed Session-Legal

Motion: Move to closed session at 8:30 PM.

Motion By: Director Bradley		Seconded By: Director Van De Polder	
Approved: X	Not Approved:	Tabled:	Died:

In Favor: Unanimous	Against:	Abstained:	
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Motion: Move to open session at 9:06 PM.

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

There were no motions coming out of closed session.

Move to adjourn.

Adjournment: 9:06 PM

Approved by: _____

Linda Bradley, Board of Directors Secretary

DRAFT

Sudden Valley Community Association

General Manager Report – May 22, 2025

Executive Summary

Spring is in full bloom in Sudden Valley, and with the weather turning in our favor, resident activity and departmental progress have surged. The successful Easter events kicked off the season, and we are now fully engaged in preparations for summer programs and the SVCA Valley Fair on July 26. Maintenance teams have readied pools and parks, while Marina slips and kayak storage renewals are nearly complete. Community gardens are thriving, and capital projects continue progressing. Golf and Turfcare teams have taken advantage of ideal weather conditions to begin summer-level operations, supporting a strong start to the golf season.

General Manager's Corner

The sunshine and warmer temperatures have energized both residents and staff. With a focus on outdoor recreation, infrastructure readiness, and community engagement, we are moving into summer with momentum. The pools are prepped, the Marina is active, and the Barnview and Area Z community gardens are fully subscribed. Recreation events, Golf programs, and family-focused summer activities are taking shape, and we invite all residents to join us in making the most of this season.

Capital Projects Update: Active Projects

- Turf Care Equipment Replacement: Fairway Top Dresser is in service.
- Clubhouse HVAC Design & Permitting: Awaiting final County approval.
- Bridge Projects (Area Z and Polo Park): Designs are finalized, and permits are in process.
- Gate 2 and Marina Signage: Designs and site planning are underway.
- Golf Course: Cart path upgrades and fixture replacements are proposed.
- Turf Care Building Renovation: Awaiting permitting; approval request pending.
- Barns 6–8 Redevelopment: Pre-design concepts and community engagement efforts are underway.

Projects On Hold

- Barn 8 Siding/Structural Renovation: Awaiting LRPC recommendations in May.

Administration & Accounting

- Seasonal staff onboarding is nearly complete across departments.
- The final draft of the Employee Handbook is ready for Board review in May.

- Finance Committee reviewed March financials and project proposals on May 21.
- Easter events coordination concluded successfully.
- SVCA Valley Fair event planning is in progress.
- Confidentiality & Social Media Policy implemented across staff.
- The 2018 Employee Handbook has been revised and is being reviewed for Board approval.
- ACC reports over 32 active submittals as of May 15.

Maintenance

- Pools: Fully serviced and operational (Main & Adult Center).
- Firewise Program: Over 500 hours invested; Gates 1, 5, and 28 completed.
- Marina & Parks: Additional trash cans and kayak racks were fabricated and installed.
- Facilities: Repaired Rec Center bathrooms, lighting at sauna and Barn 8, and Pro Shop lock.
- Equipment: Multiple vehicle and equipment repairs completed (SP-6, OP-23, OP-26, 426E backhoe).
- Roads & Trails: Shoulder repairs on Logan Berry Lane; pothole repairs ongoing.
- Success: Seasonal custodian onboarded to ensure 7-day coverage.
- Planned Work: Repaint parking at AM/PM Park & Marina; fence repair at Turfcare; open overflow parking as weather permits.

Recreation

- All kayak storage renewals completed; wet slips filled.
- Pool furniture and lifeguard equipment prepared; hiring in final stages.
- Monthly community yoga launched.
- Valley Fair planning includes outreach to performers—Acts have been booked for Valley Fair.
- Success: Eliminated dry slip waitlist.
- Planned Work: Finalize staff hiring, propose 2025 Tennis & Pickleball leagues.

Golf

- Events: Master Par 3 and Opening Day events completed.
- Junior Camps: 80 kids registered; PGA Jr. League underway.
- Course Improvements: #9 and chipping green opened May 16; driving range opened.
- Staff: Seasonal staff onboarded and training underway.
- Success: April's revenue set a new record thanks to excellent weather.

- Planned Work: Club Invitationals, tournament prep, and course re-rating coordination.

Turf Care

- Maintenance: Mowing, green dethatching, and bunker weeding underway.
- Repairs: Drainage at Hole #12 completed and sodded; sprinkler maintenance ongoing.
- Openings: #9 Green and chipping green opened May 16.
- Upcoming Work: Verti-cut greens, fertilize and sand topdress greens and surrounds, receive and distribute bunker sand, address irrigation issue near community garden pathway.

Community Engagement

- Community Gardens: Full resident participation at Barnview and Area Z plots.
- Event Promotion: SVCA Valley Fair on July 26 promoted with live music, craft fair, beer garden, and kids’ zone.
- Recreation Access: Foot Golf and walking times begin June 8.
- Support: Partnered with Sudden Valley School for end-of-year graduation events.
- Planned Work: Promote PGA Jr. League, golf camps, and summer events.

Historical Rainfall (Cumulative)

Time Period	Rainfall
Jan 1 – Apr 16, 2024	21.84"
Jan 1 – Apr 16, 2025	19.84"
Jan 1 – May 16, 2024	26.10"
Jan 1 – May 16, 2025	20.79"

Closing

Thank you for your continued engagement and support. Please stay connected via board meetings, community events, our website (www.suddenvalley.com), and E-Blasts. Let’s make this summer the best yet at Sudden Valley!

Sudden Valley Community Association

Sudden Valley Community Association
Balance Sheet
March 31, 2025 and December 31, 2024

	Unaudited** Mar 31, 2025	Unaudited** Dec 31, 2024	Inc / (Dec)
OPERATIONS			
Current Assets			
Operating Cash	\$ 552,607	\$ 566,838	\$ (14,231)
Building Completion Deposit Fund	699,910	749,910	(50,000)
Member Receivables - Operations*	-	53,456	(53,456)
Other Receivables	16,109	16,109	-
Prepaid Expenses	41,730	88,683	(46,953)
Operating Lease ROU Assets	5,697	6,210	(513)
Inventory	5,127	5,824	(697)
Total Current Assets	1,321,180	1,487,030	(165,850)
Current Liabilities			
Accounts Payable	(49,003)	(145,144)	96,141
Accrued Vacation Liability	(87,930)	(76,335)	(11,595)
Accrued Payroll	-	(115,575)	115,575
Prepaid Assessments	(344,704)	(249,179)	(95,525)
Building Completion Deposits	(699,910)	(749,910)	50,000
Other Refundable Deposits	(10,806)	(9,956)	(850)
Operating Lease Liability	(5,697)	(6,210)	513
Prepaid Golf Memberships	-	(112,307)	112,307
Total Current Liabilities	(1,198,050)	(1,464,616)	266,566
Deferred Lease Revenue Liabilities			
Deferred Library Lease Revenue	(34,000)	(36,000)	2,000
Total Deferred Lease Revenue Liabilities	(34,000)	(36,000)	2,000
Operating Reserve Funds			
Emergency Operating Cash	364,124	363,815	309
Undesignated Reserves Cash	339,444	302,135	37,309
Total Operating Reserve Funds	703,568	665,950	37,618
Net Operating Assets	\$ 792,698	\$ 652,364	\$ 140,334
CAPITAL			
Capital Current Assets			
CRRRF (Capital Repair & Replacement) Cash Fund	3,296,538	3,138,292	158,246
Roads Reserve Cash Fund	2,401,209	2,102,139	299,070
Board Density Reduction Cash Fund	87,925	87,889	36
Mailbox Cash Fund	158,705	151,970	6,735
CRRRF Capital Reserve Holding Cash	219,804	219,618	186
Mitigation Assignment of Savings Cash	49,846	49,821	25
LWWSD Assignment of Savings Cash	14,942	14,939	3
Member Receivables - Capital**	-	13,625	(13,625)
Total Capital Current Assets	6,228,969	5,778,293	450,676
Capital Fixed Assets			
Fixed Assets	17,002,048	17,125,452	(123,404)
Finance ROU Assets	39,211	58,661	(19,450)
Lots Held for Sale	236,456	236,456	-
Total Capital Assets	17,277,715	17,420,569	(142,854)
Long Term Liabilities			
CRRRF Loan 2022	(1,471,795)	(1,539,073)	67,279
Finance Leases	(28,180)	(44,203)	16,023
Total Long Term Liabilities	(1,499,975)	(1,583,276)	83,301
NET ASSETS	\$ 22,799,408	\$ 22,267,950	\$531,458
MEMBER EQUITY			
Member Equity			
Current Year Net Income: Operations	138,303	(3,713)	142,016
Transfers Out from Operations to Capital	-	(145,600)	145,600
Current Year Net Income: Capital**	393,155	1,384,061	(990,906)
Transfers Into Capital from Operations	-	145,600	(145,600)
Retained Earnings**	5,229,179	5,232,892	(3,713)
Capital**	17,038,771	15,654,710	1,384,061
TOTAL MEMBER EQUITY	\$ 22,799,408	\$22,267,950	\$531,458

* The Association's internal policy is to write off any member receivables that are 30 days past due as bad debts for internal interim financial statement purposes. As per SVCA policy, Management continues to pursue collection of these receivables via all avenues allowed by Washington State laws. In addition, the Association records and bills finance charges on receivables that are thirty days past due at 1% per month. At March 31, 2025, and December 31, 2024, the balances of receivables written off were \$760,835 and \$699,426, respectively.

** Beginning with the 2020 year end audited financial statements, Accounting Standards Codification (ASC) 606 requires issued audited financial statements to reclassify unspent capital dues revenue, including related capital transfer fee collections, as a contract liability balance (unearned revenue), which is then reversed out in future years when capital dues/capital transfer fee collections are actually expended on capital related expenditures. This particular accounting standard change is only incorporated into the issued audited financial statements and is not factored into SVCA's internal monthly statements as it would obscure the reality of monthly capital dues/capital transfer fee revenues collected for internal monthly presentation purposes. See SVCA's 2020 through 2023 audited financial statements (2023 represents the most recently issued audited statements), which fully incorporate ASC 606 and comply with Generally Accepted Accounting Principals (GAAP).

**Sudden Valley Community Association
Income Statement Summary**

<u>UNAUDITED</u>	Current Month - March 2025			Year to Date - 3 Months Ending 3/31/2025			
	Operations & Operating Reserves	Operations Better / (Worse) Budget	Capital Reserves**	Operations & Operating Reserves	Operations Better / (Worse) Budget	Coll %	Capital Reserves**
REVENUE							
Current Year Dues & Assessments Income							
Dues & Assessments Income	239,056		247,587	715,255			740,760
Bad Debt Reserve	(4,861)		(5,128)	(30,673)			(23,122)
Net Current Year Assessment Income	234,195	8,088	242,459	684,582	6,261	95.7%	717,638
Bad Debt Recoveries - Prior Years			2,145				21,158
Golf Income	59,740	(6,485)	-	268,271	(20,476)		-
Marina Income	207,302	726	-	208,304	1,728		-
Rec Center & Pools Income	805	345	-	3,541	2,185		-
Legal & Collections Income	-	-	-	-	-		-
Other Income	11,825	5,252	-	57,901	31,643		-
Rental Income - Other	310	(889)	-	2,520	726		-
Area Z Rental Income	387	387	-	6,066	(378)		-
Lease Income	5,732	949	-	17,195	2,845		-
New Home Construction Fees	28,000	26,670	-	35,000	32,340		-
Capital Gain (Loss) on Sale of Assets	-	-	-	-	-		1,000
Investment Income	767	184	2,939	2,120	371		9,095
Total Revenue	549,063	35,227	247,543	1,285,500	57,245		748,891
EXPENSES							
Salaries & Benefits	184,232	9,520	-	555,644	(2,802)		-
Contracted & Professional Services	17,309	(9,413)	-	53,208	(13,067)		-
CC&Rs/ Mandates	46,047	(8,723)	-	136,527	(23,036)		-
Maintenance & Landscaping	45,004	18,172	-	108,820	21,080		-
Utilities	12,873	3,590	-	51,210	4,331		-
Administrative	21,425	(1,135)	-	53,274	(1,911)		-
Regulatory Compliance	23,177	3,099	-	107,591	(32,864)		-
Insurance Premiums	16,254	1,253	-	48,762	3,759		-
Other Expenses	-	417	-	217	1,033		-
Depreciation Expense	-	-	108,710	-	-		326,130
Interest expense	-	-	5,394	-	-		15,981
Total Expenses	366,321	16,780	114,104	1,115,253	(43,477)		342,111
Net Income (Loss)	182,742	52,007	133,439	170,247	13,768		406,780
Net UDR Activity for Operations							
Legal Expenses - Past Due Account Collections	(1,323)			(9,984)			
Net Income (Loss) with Board Approved UDR	181,419	52,007	133,439	160,263	13,768		406,780
Other Activity							
Net Other UDR Activity*	1,186			41,092			
AR Accrual - Prior Year Reversal	-		-	(53,456)			(13,625)
AR Accrual - Current Year	-		-	-			-
Lease Income- Library Prepaid Recognized	667			2,000			
Vacation Liability Accrual	(584)			(11,596)			
Total Other Activity	1,269		-	(21,960)			(13,625)
Grand Total Activity	182,688	52,007	133,439	138,303	13,768		393,155

*Prior year recoveries for operations are deposited into the Undesignated Reserve Account (UDR).

**Refer to the last footnote on the Balance Sheet (prior page) for a discussion of Accounting Standards Codification (ASC) 606 and capital dues revenue collections.

Sudden Valley Community Association
Reserve Cash Balance & Activity
 3 Months Actual, 9 Months Projected

UNAUDITED

	Capital Reserve Funds						Operating Reserve Funds			
	CRRRF	Roads	CRRRF Capital Reserve Holding Cash	Board Density Reduction	Mailbox	Mitigation Assignment of Savings*	Total Capital Reserve Funds	Emergency Ops	UDR	Total Operating Reserve Funds
Net Available Cash 12/31/2024	3,138,292	2,102,139	219,618	87,889	151,970	64,760	\$ 5,764,668	363,815	302,135	\$ 665,950
Dues Received	358,668	369,785		-	6,605		735,058	-	51,775	51,775
Storm Water Mitigation Plan Fee		-					-			-
Investment Income	5,110	3,603	186	36	130	28	9,095	309	265	574
Sale of Assets	1,000			-			1,000			-
Mitigation Release	-	-					-			-
2025 Expenditures	(206,532)	(74,319)	-	-	-		(280,851)		(14,731)	(14,731)
Net Available Cash at 3/31/2025	3,296,538	2,401,209	219,804	87,925	158,705	64,788	\$ 6,228,969	364,124	339,444	\$ 703,568
9 Month Outlook										
Outlook - 2025 Dues (95% collections)	1,030,494	1,059,838			18,940		\$ 2,109,272			\$ -
Outlook - Prior Year Collections	14,919	15,344			274		30,538		29,462	29,462
CRRRF Loan Payments for year 2025	(249,780)						(249,780)			-
Obligated Expenses/Holdings	(833,247)	(1,531,721)	(219,804)			(64,788)	(2,649,561)		(17,056)	(17,056)
Net Usable Cash Balance 12/31/2025	3,258,925	1,944,670	-	87,925	177,919	-	\$ 5,469,439	364,124	351,850	\$ 715,974
Board Recommended Carryover Balance	(600,000)	(500,000)					\$ (1,100,000)			\$ -
Net Usable Cash 12/31/2025, After Recommendation	\$ 2,658,925	\$ 1,444,670	\$ -	\$ 87,925	\$ 177,919	\$ -	\$ 4,369,439	\$ 364,124	\$ 351,850	\$ 715,974
Net Current Year Cash Increase (Decrease)	120,633	(157,469)	(219,618)	36	25,949	(64,760)	\$ (295,229)	309	49,715	\$ 50,024

*Note, when mitigation period has ended, unspent funds will be returned to the source account, Roads and CRRRF.

Sudden Valley Community Association
Operations - By Department
March 1, 2025 to March 31, 2025
CURRENT MONTH

Whole \$

UNAUDITED

<u>Department</u>	<u>Actual Revenue</u>	<u>Revenue B / (W)</u>	<u>Actual Salary Benefits</u>	<u>Salary & Benefits B / (W)</u>	<u>Actual Other Expense *</u>	<u>Other Exp B / (W)*</u>	<u>Net Income / (Loss) *</u>	<u>Net B / (W)*</u>
ACC / Security	31,100	29,638	7,414	(298)	37,983	3,227	(14,297)	32,567
Accounting	3,220	252	29,207	834	12,968	(34)	(38,955)	1,052
Administration	466	415	33,964	2,461	22,165	(12,831)	(55,663)	(9,955)
Common Costs	5,480	1,564	-	-	37,047	(7,536)	(31,567)	(5,972)
Facilities	6,119	1,169	3,573	1,058	7,982	15,449	(5,436)	17,676
Maintenance	-	-	27,129	5,138	5,875	5,743	(33,004)	10,881
Subtotal	46,385	33,038	101,287	9,193	124,020	4,018	(178,922)	46,249
Golf	59,740	(6,485)	60,931	8,091	45,532	4,730	(46,723)	6,336
Marina	207,627	962	-	-	4,124	(537)	203,503	425
Rec/ Pools/ Parks	1,115	(377)	22,014	(7,764)	8,412	(950)	(29,311)	(9,091)
Subtotal	268,482	(5,900)	82,945	327	58,068	3,243	127,469	(2,330)
Subtotal Operations before Ops Dues	314,867	27,138	184,232	9,520	182,088	7,261	(51,453)	43,919
Ops Dues Earned	239,056						239,056	
Curr Yr Bad Debts Activity	(4,861)						(4,861)	
Net Ops Dues	234,195	8,088					234,195	8,088
Net Operations	549,062	35,226	184,232	9,520	182,088	7,261	182,742	52,007
Net BOD Approved UDR Activity for Operations								
Legal Expenses - Past Due Account Collections	-		-		1,323		(1,323)	
Net Operations with Board Approved UDR	549,062	35,226	184,232	9,520	183,411	7,261	181,419	52,007
Other Operating Activity								
UDR Activity	3,215				2,029		1,186	
AR Accrual - Prior Year Reversal	-				-		-	
AR Accrual - Current Year	-				-		-	
Lease Income- Library Prepaid Recognized	667				-		667	
Vacation Liability Accrual	-				584		(584)	
Total Other Operating Activity	3,882				2,613		1,269	
Grand Total Operations Activity	552,944	35,226	184,232	9,520	186,024	7,261	182,688	52,007

* Excludes Depreciation

B / (W) = Better / (Worse) Than Budget

Sudden Valley Community Association
Operations - By Department
January 1, 2025 to March 31, 2025
YEAR TO DATE

Whole \$

UNAUDITED

Department	Actual Revenue	Revenue B / (W)	Actual Salary Benefits	Salary & Benefits B / (W)	Actual Other Expense *	Other Exp B / (W)*	Net Income / (Loss) *	Net B / (W)*
ACC / Security	62,999	52,494	21,887	(1,169)	142,817	(25,480)	(101,705)	25,845
Accounting	7,559	(523)	84,603	2,854	20,075	(1,552)	(97,119)	779
Administration	651	498	98,600	7,454	53,897	(27,599)	(151,846)	(19,647)
Common Costs	23,486	11,738	-	-	140,717	(21,431)	(117,231)	(9,693)
Facilities	23,261	1,967	11,772	1,741	36,045	27,559	(24,556)	31,267
Maintenance	-	-	107,675	(5,441)	19,227	13,534	(126,902)	8,093
Subtotal	117,956	66,174	324,537	5,439	412,778	(34,969)	(619,359)	36,644
Golf	268,271	(20,476)	169,400	13,145	120,273	(2,339)	(21,402)	(9,670)
Marina	208,629	1,874	-	-	5,888	(792)	202,741	1,082
Rec/ Pools/ Parks	6,061	3,411	61,707	(21,386)	20,669	(2,574)	(76,315)	(20,549)
Subtotal	482,961	(15,191)	231,107	(8,241)	146,830	(5,705)	105,024	(29,137)
Subtotal Operations before Ops Dues	600,917	50,983	555,644	(2,802)	559,608	(40,674)	(514,335)	7,507
Ops Dues Earned	715,255						715,255	
Curr Yr Bad Debts Activity	(30,673)						(30,673)	
Net Ops Dues	684,582	6,261					684,582	6,261
Net Operations	1,285,499	57,244	555,644	(2,802)	559,608	(40,674)	170,247	13,768
Net BOD Approved UDR Activity for Operations								
Legal Expenses - Past Due Account Collections	-		-		9,984		(9,984)	
Net Operations with Board Approved UDR	1,285,499	57,244	555,644	(2,802)	569,592	(40,674)	160,263	13,768
Other Operating Activity								
UDR Activity	45,993				4,901		41,092	
AR Accrual - Prior Year Reversal	(53,456)				-		(53,456)	
AR Accrual - Current Year	-				-		-	
Lease Income- Library Prepaid Recognized	2,000				-		2,000	
Vacation Liability Accrual	-				11,596		(11,596)	
Total Other Operating Activity	(5,463)				16,497		(21,960)	
Grand Total Operations Activity	1,280,036	57,244	555,644	(2,802)	586,089	(40,674)	138,303	13,768

* Excludes Depreciation

B / (W) = Better / (Worse) Than Budget

Sudden Valley Community Association

SUDDEN VALLEY COMMUNITY ASSOCIATION - LOTS & DUES ANALYSIS 2025

	SVCA Owned Lots																											LLE & CTB	Dues Exempt	Total Non Billable Lots	Total All Lots				
	Actual Year Prepaid			Actual Current			Actual 1 Mth Due		Actual 2 Mth Due		Actual 3 Mth Due		Actual 4+ Mth Due		Pmt Plans		Total Prepaid & Current			Total Not Current			Total Billable Lots			Restricted									
	Vac	Dev	Total	Vac	Dev	Total	Vac	Dev	Vac	Dev	Vac	Dev	Vac	Dev	Vac	Dev	Vac	Dev	Total	Vac	Dev	Total	Vac	Dev	Total	Perm	WD10					Avail.	Total		
Jan	16	82	98	276	2,529	2,805	24	103	2	8	3	10	18	37	2	8	292	2,611	2,903	49	166	215	341	2,777	3,118	774	0	3	777	740		6	1,523	4,641	
Feb	18	96	114	277	2,527	2,804	16	82	8	24	0	6	19	34	2	8	295	2,623	2,918	45	154	199	340	2,777	3,117	775	0	3	778	740		6	1,524	4,641	
Mar	21	95	116	280	2,554	2,834	6	61	8	14	3	8	19	37	2	8	301	2,649	2,950	38	128	166	339	2,777	3,116	776	0	3	779	740		6	1,525	4,641	
Apr	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jun	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jul	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Aug	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sep	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oct	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nov	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

LLE = Lot Line Eraser
 CTB = Covenant to Bind

Sudden Valley Community Association - Capital Project Report									
Roads Projects Open in 2025									
Updated as of 3/31/2025									
BOARD APPROVED PROJECT						A	B	A-B	
Cost Manager	Approval Date	GL	Project Name	Fund	Status	BUDGETED		Acctg Funds Obligated	
						Board Approved	Total Invoiced		
GM	3/25/21	9921.03	2021 Southern Court Stabilization & Asphalt Repairs	ROADS	Closed	●	189,271	189,271	-
GM	10/13/22 & 2/22/24	9922.8	Cold Spring Drainage Repair	ROADS	Closed	●	65,596	65,309	-
GM	2/9/23	9923.1	10 Year Capital Roads & Drainage Improvement Plan	ROADS	Closed	●	132,350	132,348	-
GM	4/27/23	9923.3	2023 Roads On-Call Engineering	ROADS	Closed	●	40,000	39,995	-
GM	5/11/23	9923.41 & 9923.412	2023 Street Sign Replacement	ROADS	Open	●	31,084	30,536	548
GM	5/11/23 & 6/8/23	9923.42	2023 Street Pavement Markings	ROADS	Open	●	31,803	26,259	5,544
GM	8/10/23	9923.5	2024 Road & Drainage Design - Permitting	ROADS	Closed	●	36,619	36,619	-
Maint Manager	2/22/24	9924.1	2024 Fast Response Drainage Issues	ROADS	Closed	●	88,400	51,261	-
GM	2/22/24	9924.2	2024 On- Call Engineering	ROADS	Closed	●	41,600	40,305	-
GM	2/22/24	9924.3	2024 Potholes & Minor Road Repairs	ROADS	Open	●	36,400	33,378	3,022
GM	2/22/24 & 4/25/24 & 9/5/24	9924.4	2024 Deer Run Lane & SVCA Culvert Replacements	ROADS	Closed	●	984,779	984,776	-
GM	2/22/24	9924.5	2024 Renewal of 5-yr programmatic Permits	ROADS	Open	●	30,000	28,397	1,603
GM	2/22/24 & 3/27/25	9924.6	Area Z Access Bridge & Culvert #4 Replacement with Bridge (2024 Design/Permitting & 2025 Construction)	ROADS	Open	●	1,219,468	100,219	1,119,249
GM	2/22/24	9924.9	2024 Bi-Annual Bridge Inspections	ROADS	Open	●	5,561	5,561	-
GM	2/27/25	9925.1	2025 Fast Response	ROADS	Open	●	91,936	-	91,936
GM	2/27/25	9925.2	2025 On-Call Engineering	ROADS	Open	●	44,559	2,261	42,298
GM	2/27/25	9925.3	2025 Pot Holes & Minor Road Repairs	ROADS	Open	●	37,856	4,301	33,555
Maint Manager	2/27/25	9925.4	2025 Street signs & Pavement Markings	ROADS	Open	●	31,805	1,959	29,846
Maint Manager	2/27/25	9925.5	Design/Permits for 2026 Road Projects	ROADS	Open	●	41,888	-	41,888
GM	12/12/24 & 4/24/25	8004	Roadside Tree Removal - November Storm Response	ROADS	Closed	●	-	-	-
Subtotal Roads Open Projects							\$ 3,180,975	\$ 1,772,755	\$ 1,369,489
Maint Manager	2/22/24	9924.7	2024 CVC Supplies & Outside Contractor	ROADS	Open	●	59,520	68,292	(8,772) A
Maint Manager	2/22/24	9924.72	2024 CVC Wages, Taxes, & Benefits	ROADS	Open	●	65,800	56,104	9,696 A
Subtotal 2024 Roads CVC Project							\$ 125,320	\$ 124,396	\$ 924
Maint Manager	2/27/25	9925.7	2025 CVC Supplies & Outside Contractor	ROADS	Open	●	99,559	-	99,559 B
Maint Manager	2/27/25	9925.72	2025 CVC Wages, Taxes, & Benefits	ROADS	Open	●	67,774	6,025	61,749 B
Subtotal 2024 Roads CVC Project							\$ 167,333	\$ 6,025	\$ 161,308
Open Project Totals, Roads							\$ 3,306,295	\$ 1,897,151	\$ 1,531,721
		A	9924.7 and 9924.72 are the same project.						
		B	9925.7 and 9925.72 are the same project.						

Sudden Valley Community Association - Capital Project Report										
UDR Projects Open in 2025										
Updated as of 3/31/2025										
BOARD APPROVED PROJECT										
Cost Manager	Approval Date	GL	Project Name	Fund	Status	BUDGETED		A-B		
						Board Approved	Total Invoiced	Acctg Funds Obligated		
GM	12/19/16	9902	Area Z Mitigation	UDR	Open	●	186,290	179,053	7,237	
GM	4/13/23	9623	Firewise	UDR	Open	●	4,000	12,457	(8,457) A	
GM	4/13/23	9623.02	Firewise Wages, Taxes, & Benefits	UDR	Open	●	27,600	17,046	10,554 A	
			Total Firewise				\$ 31,600	\$ 29,503	\$ 2,097	
GM	3/28/24	9624.01	2024 Hazardous Tree Removal	UDR	Closed	●	55,000	55,000	-	
GM	6/13/24	9624.02	2024 GM Search	UDR	Open	●	32,850	25,128	7,722	
GM	5/23/24 & 8/8/24	9624.03	2024 Accounting Manager Funding	UDR	Closed	●	45,000	-	-	
GM	8/22/24	9624.04	Legal Exp. for Past Due Accts Collections	UDR	Closed	●	20,000	20,000	-	
GM	12/12/24	9624.05	Roadside Tree Removal - November Storm Response	UDR	Closed	●	-	-	- B	
			Open Project Totals, UDR				\$ 370,740	\$ 308,684	\$ 17,056	
		A	9623 and 9623.02 are the same project.							
		B	The Board ratified the Executive Team's decision to obligate \$95,000 for Roadside Tree Removal, and then also additionally voted to deobligate this same amount during the same Board meeting on 12/12/2024. This \$95,000 UDR amount that was initially ratified was then shortly voted later to be utilized from the approved Roads Project# 8004 instead, which was also approved by the Board on 12/12/2024.							



Annual General Meeting
November 1, 2025

To vote select the candidate(s) or measure(s) of your choice
by filling in the next to your choice.

BUDGET

Measure 1.

Shall the SVCA's 2026 Annual Consolidated Budget, which provides for assessment revenue of \$5,525,641 and non-assessment revenue of \$2,007,501 (total combined assessment and non-assessment revenue of \$7,533,142) be approved or rejected?

Approve Reject

SPECIAL ASSESSMENT

Measure 2. Shall a one-time 12 month Special Assessment of \$2.64 per month be approved to the CRRRF Reserve fund for the Marina Dock Replacement?

Approve Reject

BYLAW AMENDMENT

Measure 3.

Shall Article III, Section 4(3)(b) be amended to remove inconsistent descriptions of a director's term of office.

Yes No

ADVISORY MEASURE

Measure 4.

Shall the SVCA Dog Park be moved from the current Marina area to the old air strip property.

Yes No

CANDIDATES

Board of Directors

Choose No More Than 4

- Lara Croft.....
- Jane Smith
- John Doe
- Dick Tracy
- Jack Spratt
- Sarah Lee

N&E Committee

Choose No More Than 3

- Bruce Wayne.....
- Oliver Twist
- Benjamin Franklin.....
- Scarlett O'Hara.....
- Harper Lee.....

ACC Committee

Choose No More Than 3

- Jim Beam
- Lily White
- Henry Winkler
- Rhett Butler
- Peter Rabbit

From: [Linda Bradley](mailto:Linda%20Bradley)
To: aburkhart@unilect.com; [Rob Gibbs](mailto:Rob%20Gibbs)
Cc: "[Catherine Burkhart](mailto:Catherine%20Burkhart)"; [Michael Bennett](mailto:Michael%20Bennett); "[Keith McLean](mailto:Keith%20McLean)"; [Michael Wadsworth](mailto:Michael%20Wadsworth); [BOD Mclean](mailto:BOD%20McLean)
Subject: Re: Test Election
Date: Monday, May 12, 2025 10:32:31 AM
Attachments: [TEST ONLINE BALLOT.docx](#)

Good Morning Everyone,

I am attaching a sample test ballot that hopefully will be what UniLect is looking for. I apologize for some of the candidate names but didn't want to use any member names. I just used the form I have used in the past to submit for the ballot.

I would still recommend that we first present the subject to the Board at our next Board meeting the 22nd where questions can be raised and answered before people vote. Otherwise we could be emailing back and forth with questions.
Linda Bradley

From: aburkhart@unilect.com <aburkhart@unilect.com>
Sent: Saturday, May 10, 2025 8:40 PM
To: Linda Bradley <BODBradley@suddenvalley.com>; Rob Gibbs <BODGibbs@suddenvalley.com>
Cc: 'Catherine Burkhart' <cburkhart@unilect.com>; Michael Bennett <mbennett@suddenvalley.com>; 'Keith McLean' <keith95762@yahoo.com>; Michael Wadsworth <micarworth@frontier.com>; BOD Mclean <BODMclean@suddenvalley.com>
Subject: RE: Test Election

Let's plan on getting ballot language settled on Thursday, and then getting the first round of the test out on Monday the 19th, and take it from there.

Andrew Burkhart
UniLect Corp.
(925) 833-8660 office
(925) 367-4699 cell
aburkhart@unilect.com

From: Linda Bradley <BODBradley@suddenvalley.com>
Sent: Friday, May 9, 2025 10:51 PM
To: Andrew Burkhart <aburkhart@unilect.com>; Rob Gibbs <BODGibbs@suddenvalley.com>
Cc: Catherine Burkhart <cburkhart@unilect.com>; Michael Bennett <mbennett@suddenvalley.com>; Keith McLean <keith95762@yahoo.com>; Michael Wadsworth <micarworth@frontier.com>; BOD Mclean <BODMclean@suddenvalley.com>
Subject: Re: Test Election

Hi Andrew,
The Board has a meeting on the 22nd of this month. It would be nice to set up something and then we can add an agenda item to discuss and give the Board information. I believe it would be good for the N&E Committee members to also participate since this is new for all of us. This would be about a dozen people. We

could schedule the test for a day the following week and set a time or full day open for people to use.

We should be able to pull something together next week for candidates for the various positions voted on and a budget measure and one other item of some sort.

Do you have a specific number of items you would like to see in the test?

Hopefully that will give you time to set up the test.

Linda Bradley

From: Andrew Burkhart <aburkhart@unilect.com>

Sent: Friday, May 9, 2025 6:03 PM

To: Rob Gibbs <BODGibbs@suddenvalley.com>

Cc: Linda Bradley <BODBradley@suddenvalley.com>; Catherine Burkhart <cburkhart@unilect.com>;

Michael Bennett <mbennett@suddenvalley.com>; Keith McLean <keith95762@yahoo.com>;

Michael Wadsworth <micarworth@frontier.com>; BOD Mclean <BODMclean@suddenvalley.com>

Subject: Re: Test Election

Hi Rob, Linda and All,

We are all doing well, hope you all are, too!

Yes, we can work on getting the test setup and started soon. We've been traveling all week this week (back home now), and will be on the road again 5/12 - 5/14. We can do it anytime after that. We can run more tests after the first one if there are changes you would like to see. Let me know if there is a particular day(s) and length of time you would like to have it active so everyone has time to vote. It can last as little as 15 min to days, although I would suggest a few hours per test.

If you approve, I'd also suggest having the test closely mirror the actual questions and a larger number than usual of test candidates for Directors and offices. We can also attach a pdf of last years booklet so you can see how that works with the ballot.

Send me cell phone numbers and email addresses of everyone that will be part of the test to start, and then the times you want the test to go live.

Regards,

Andrew Burkhart
UniLect
(925) 833-8660 office

On May 9, 2025, at 4:57 PM, Rob Gibbs
<BODGibbs@suddenvalley.com> wrote:

Hi Linda, yes thank you for clarifying. We would like to include the NE committee and that was our desire. Apologies if I didn't make that clear.

Rob

Rob Gibbs
Nominations and Election Chair
Sudden Valley Community Association

From: Linda Bradley <BODBradley@suddenvalley.com>
Sent: Friday, May 9, 2025 12:16 PM
To: Rob Gibbs <BODGibbs@suddenvalley.com>; Catherine Burkhart <cburkhart@unilect.com>; 'Andrew Burkhart' <aburkhart@unilect.com>
Cc: Michael Bennett <mbennett@suddenvalley.com>; Keith McLean <keith95762@yahoo.com>; Michael Wadsworth <micarworth@frontier.com>; BOD Mclean <BODMclean@suddenvalley.com>
Subject: Re: Test Election

I would like to suggest that the N&E Committee members be included in the test. That isn't a large number if people to include. This process is new to them also and if questions arise they need to be able to answer any questions.

Linda Bradley

From: Rob Gibbs <BODGibbs@suddenvalley.com>
Sent: Thursday, May 8, 2025 2:07 PM
To: Catherine Burkhart <cburkhart@unilect.com>; 'Andrew Burkhart' <aburkhart@unilect.com>
Cc: Michael Bennett <mbennett@suddenvalley.com>; Keith McLean <keith95762@yahoo.com>; Linda Bradley <BODBradley@suddenvalley.com>; Michael Wadsworth <micarworth@frontier.com>; BOD Mclean <BODMclean@suddenvalley.com>
Subject: Test Election

Hello Catherine and Andrew, I hope all is well with you! As you may recall during one of our earlier Zoom meetings, you had indicated that we could experience electronic voting by utilization of a test election. The NE committee would very much like for this to occur so that we can better explain how the process works. Hopefully this is something that could occur soon and I am not sure of how hard it is for you to set something up perhaps the criteria might be voting for a sample position with four test candidates and a resolution that would be yes or no.

Thank you so much in advance and we really appreciate all you do to support Sudden Valley

Best regards,



Service and Lease Agreement Quote

Sudden Valley Community Association and Cesco Solutions	
2650 Lake Lousie Rd Bellingham, WA 98225	2227 Midway Lane Bellingham, WA 98226

PROJECT LOCATION AND DESCRIPTION:
 2025 weekly service Quote for two pools at Sudden Valley. Includes: Pool Controller lease for large pool; service, maintenance, and chemicals.

**THIS SERVICE AND EQUIPMENT RENTAL AGREEMENT between:
 Cesco Solutions and Sudden Valley Community Association**

Term: 2025 Swimming season usually starts mid-May to right after Labor Day September 1st.
 Pool controller lease \$50 per week
 Estimated weekly chemical costs \$1217.
 Estimated weekly labor (6 hours a week) \$885.
 Total Estimated Weekly Running Costs \$2152.per week at 8.6% tax \$185.07= \$2337.07. (This number does not include the heaters annual service, startup, and closure labor.)

Estimated Startup and shut down labor. \$2,400 (based on last year’s excellent Sudden V and Cesco team effort.)
 Pool Heater Service \$1475.00

- Weekly running cost estimated total is based on 6 hours of labor, pool controller lease and estimated chemical usage of chemicals used in a week.
- Chemical usage is related to weather and bather load. Chemical costs maybe more or less than estimated amounts and are invoiced weekly along with labor and pool controller lease. Sudden Valley will be billed for actual chemicals delivered (not estimated).
- Cesco will provide and maintain a leased pool chemical controller system for Sudden Valley’s large pool (Cesco Solutions to maintain ownership of the Pool Controller system). Sudden Valley owns a controller for the small (Quiet) pool. It is on site and will need to be tuned up. The cost for a tune-up will be about \$200 if everything is in working order. Worse case about is \$500 if both the ph and orp sensors are bad.
- Chemistry will be set and maintained by Cesco and monitored by Sudden Valley.
- Sudden Valley is responsible for testing and recording daily pool chemical readings as required by law.
- Filter system cleanings and backwashes are performed by Cesco.
- General cleaning of the pool(s) itself through the season are to be performed by Sudden Valley staff unless they ask for Cesco’s help.
- Cesco will visit the pools 2 – 3 times a week during normal business hours (Monday – Friday, 7am to 5pm) to check on the pool systems/ chemistry and maintain levels. Additional hours above 6 hours per week (for issues) will be billed at Cesco’s service rate of \$147.50. After hours on-site support will be billed at Cesco’s after hour service rates \$221.25 hr. Phone support is free.
- Cesco is happy to provide employee training both initial and on-going so that Sudden Valley employees so can safely manage the day-to-day operations of vacuuming, cleaning, and performing daily pool chemistry tests.
- Accidental fecal releases will be the responsibility of Sudden Valley.
- Parts & Labor due to equipment failures/repairs are not included and will be billed at normal Cesco rates.
- Service, lease, and Chemical deliveries will be invoiced weekly.

Cesco Appreciates the opportunity to work with Sudden Valley again this year. Let me know if you have any questions or suggestions.

Thank you,
 Dennis Stahl

Phone 360 746-5292
 Dennis.stahl@cescosolutions.com



ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature

_____ DATE _____

Cesco Solutions Signature

_____ DATE _____



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

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BOARD OF DIRECTORS MEMO

To: Sudden Valley Community Association Board of Directors
From: Michael Bennett – General Manager
Date: May 22, 2025
Subject: Agreement for Consulting Services for Architectural Control Inspections

Background/Analysis

In 2021, the Sudden Valley Community Association (SVCA) and its Architectural Control Committee (ACC) identified the need for a qualified consultant to conduct Architectural Control Inspections. The attached Agreement for Consulting Services ensures the continuation of these services, previously provided by Joel Carter, who served for three years. After extensive interviews, management recommends Mr. Jerome Gangle as a qualified replacement. The consultant collaborates with builders, the ACC, and the Compliance Manager to ensure that new home construction submittals comply with SVCA policies and Whatcom County and Washington State codes. Engaging a contractor offers several benefits compared to hiring an employee:

- Access to professionals with specialized education, qualifications, and experience.
- Scalable costs, aligning with seasonal construction demands.
- Mitigation of compliance issues, preventing costly violations, and ensuring proper handling of construction deposits.

Mr. Gangle will replace Mr. Carter, who is pursuing other opportunities. The estimated annual workload for 25 new home builds is 680 hours, based on 20 hours per week during construction season and 10 hours per week otherwise.

Cost and Timeline

Mr. Gangle’s billing rate is \$150/hour, with a reduced rate of \$130/hour during a 10-day training period. The projected total cost for 680 hours is \$102,000, compared to \$108,917 for 37 submissions (including 26 new starts) in 2024. The consultant will commence work under a three-year contract on June 1, 2025. An annual performance review and workload forecast will occur every 12 months.

Recommendation

Authorize the GM to execute the attached Agreement for Consulting Services with Mr. Jerome Gangle, who possesses expertise in SVCA Architectural Control policies, urban planning and development, and general construction knowledge.

Motion

I move to authorize the General Manager to execute the Agreement for Consulting Services for Architectural Control Inspections as presented.

Approval

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President



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STANDARD AGREEMENT FOR PERSONAL SERVICES

Project Name: Architectural Control Inspector
Project Location: 4 Clubhouse Circle, Bellingham, WA 98229
Consultant: Jerome Gangle
Address: _____ [Consultant's Billing Address, Bellingham, WA 98229]
Contact Phone: [Consultant's Phone Number]
Contact Email: _____ [Consultant's Email Address]

Scope of Work: See Appendix A, Section 1.

Term of Agreement: This agreement commences on June 1, 2025, and terminates on May 31, 2028, unless terminated earlier as provided herein.

Compensation: The consultant shall be compensated based on hours worked at the rates specified in Appendix A, Section 2. Expenses require prior written approval from SVCA.

Performance Review: SVCA and the consultant shall conduct an annual review of the consultant's performance and projected workload, based on criteria outlined in Appendix A, Section 1.

General Provisions

1. Termination for Failure to Perform

Either party may terminate this agreement with three (3) days' written notice if the other fails to perform material obligations, as Appendix A, Section 1 outlines. SVCA shall determine non-performance at its sole discretion if the consultant fails to perform. Upon termination, the consultant shall be compensated for satisfactory services (meeting Appendix A standards) up to the termination date, not exceeding the agreed fee. All work products become SVCA property.

2. Mutual Termination

Either party may terminate this agreement with thirty (30) days' written notice for any reason. Compensation for satisfactory services shall follow Paragraph 1.

3. Additional Services

The consultant shall obtain SVCA's prior written approval for charges beyond the scope of work, including subcontractor services or additional materials.

4. Monthly Progress Reports

The consultant shall submit monthly statements detailing hours worked, project budget



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status, and a narrative of services rendered. SVCA shall pay for satisfactory work billed before the first of each month.

5. Applicable Law

The consultant shall comply with all federal, state, and local laws, including SVCA rules and Washington State business registration requirements.

6. Change Orders

SVCA may issue written directions within the scope of work. If such directions alter costs or terms, the consultant shall notify SVCA immediately, and no further action shall be taken until a written change order is executed.

7. Document Review

The consultant shall submit permit-related or title-affecting documents to SVCA for review before submission or recordation. SVCA shall cover associated review costs.

8. Conflict of Interest

The consultant warrants no current or future conflicts of interest that would impair performance. The consultant or subcontractors shall employ no person with such conflicts.

9. Insurance

Within ten (10) days of contract execution, the consultant shall provide evidence of:

- Workers' Compensation Insurance if required by law.
- Comprehensive General Liability and Automobile Liability Insurance (\$500,000 per occurrence, \$1,000,000 aggregate).
- Employers' Liability Insurance \$1,000,000 aggregate). ACORD 25 Certificate(s) of Insurance are due within ten (10) days of retention. SVCA shall be named as an additional insured, with policies containing a waiver of subrogation against SVCA.

10. Indemnification

The consultant shall indemnify SVCA against claims arising from the consultant's negligent acts or omissions in performing this agreement, proportionate to the consultant's fault. SVCA shall notify the consultant of such claims, and both parties shall cooperate in defense, with the consultant covering its proportionate defense costs.

11. Confidentiality

The consultant shall keep all SVCA-provided or generated materials confidential, except as required by court order or law, with prior written SVCA approval for disclosures.

12. Ownership of Work Product

All plans, drawings, and specifications funded by SVCA are SVCA property. The consultant assumes no liability for their use beyond this project.

13. Electronic Compatibility

Electronic output shall be compatible with SVCA software, with email attachments preferred for file transfer.

14. Subconsultants



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The consultant shall certify any subconsultant payments upon project completion. SVCA may withhold final payment until certification is received.

15. Non-Discrimination

The consultant shall comply with non-discrimination laws, ensuring equal employment opportunities.

16. Jurisdiction

This agreement is governed by Washington State law, with disputes resolved in Whatcom County courts. Both parties waive jury trial rights.

17. Entire Agreement

This agreement supersedes prior understandings and may only be amended in writing by both parties.

Signatures

SVCA:

Signature: _____

Name: Keith McLean

Title: Board President

Date: _____

Consultant:

Signature: _____

Name: Jerome Gangle

Title: Architectural Control Inspector

Date: _____



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Appendix A

Section 1: Scope of Work and Schedule

Scope of Work

The consultant shall perform the following for each new construction project:

- Conduct design and preconstruction site reviews for SVCA architectural compliance.
- Coordinate with Whatcom County and Lake Whatcom Water Sewer District on permits.
- Develop and present New Construction Applications to the ACC, including review comments and changes.
- Facilitate preconstruction meetings and compliance reviews.
- Respond to complaints and conduct inspections for:
 - Setbacks, erosion control, and stormwater/retention systems.
 - Driveways and final closeout.
- Maintain ongoing documentation.

Schedule

1. Application Submission

The builder submits the application, plans, and a \$7,000 fee. The SVCA staff assigns the items to the ACC agenda and notifies the consultant.

2. Consultant Review and Verification

The consultant verifies compliance with SVCA rules (e.g., setbacks, height, stormwater) and submits findings to the ACC, noting special considerations (e.g., solar panels, fencing).

3. ACC Review

The consultant presents to the ACC for approval or revision requests at scheduled ACC meetings.

4. Builder Notification

The consultant informs the builder of approval or required changes, scheduling compliance reviews as needed.

5. Compliance Review

The consultant verifies permits, the \$20,000 completion deposit, and builder adherence to SVCA rules (e.g., waste management and fire prevention).

6. Inspections

The consultant inspects setbacks, erosion control, driveways, and final closeout and approves or schedules re-inspections.

7. Project Closeout

Upon final approval, the file is archived.



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Section 2: Fee Schedule (2025–2026)

Description	Rate
Regular Hourly Rate	\$150.00 / hour
Training Rate (10 days)	\$130.00 / hour

Rates apply from June 1, 2025, to May 31, 2026. Subsequent years' rates may be adjusted by mutual agreement.

**LEASE
PREMISES WITH COMMON AREA**

This **LEASE** ("Lease") is made and entered into this ____ day of _____, 2025, by and between the **SUDDEN VALLEY COMMUNITY ASSOCIATION** (hereinafter referred to as "Landlord"), and **Christ the King Community Church**, an independent nonprofit organization (hereinafter referred to as "Lessee").

**ARTICLE I
Summary of Lease Terms and Definitions**

Landlord: Sudden Valley Community Association
Attn: General Manager

Landlord's Address: 4 Clubhouse Circle
Bellingham, WA 98229

Lessee's Address: Christ the King Community Church
Attn: Shawna Walton
4173 Meridian Street
Bellingham, WA 98226

Use of Premises: Church services and related events

Commencement Date: January 1, 2026

Term: Commencing upon the Commencement Date and expiring on the "Termination Date" two (2) years thereafter.

Rent:

<u>Period of Lease Term</u>	<u>Rent Per Month (Mo)</u>
2026	\$ 1,350.00
2027	\$ 1,400.00

**ARTICLE II
Premises, Term, Renewals, and Common Areas**

1.1 **Definitions:** (a) 'Premises' means the portions of the SVCA clubhouse facilities described in Section 2.1; (b) 'Authorized Use' means church services and related events as specified in Section 4.1; (c) 'Base Rent' means the monthly rent specified in Article I; (d) 'General Manager' means the SVCA General Manager or their designee.

2.1 **PREMISES:** Landlord, in consideration of the rents hereinafter reserved and of the covenants and conditions herein set forth to be performed by Lessee, does hereby lease, on a non-exclusive basis to Lessee a portion of the following-described real property, situated in Whatcom County, Washington: TR KN N ½ DAF-BEG AT MOST NLY COR ON ELY BNDRY OF SUDDEN VALLEY CLUBHOUSE CLUSTER CONDOMINIUM-TH USING SAME MERIDIAN SHOWN ON SD PLAT S 87 DEG 02'58" E 175/14 FT-TH N 25 DEF 48'04" 3 32.49 FT-TH S 60 DEG 52'42" E 223.35 FT-TH N 32 DEG 19'26" E 246.79 FT. The portion leased includes the following locations:

- a. Dance Barn, including the use of the two adjacent kitchen spaces and up to 175 padded chairs and or tables: on Sundays, between 8:00 AM and 12:00 PM
- b. Multipurpose Room A, Multipurpose Room B, and the Game Room: on Sundays between 9:30 AM and 11:30 AM
- c. Storage – The Landlord will provide storage area 122 (adjacent to Multipurpose Room A) and storage area 211 (adjacent to the Dance Barn) for the exclusive use of the Lessee. Storage may be secured. The Landlord will not be responsible for any loss or damage to the Lessee’s property or equipment. Landlord is not a bailee of Lessee’s property and assumes no liability for loss or damage to items stored in areas 122 and 211, except to the extent caused by Landlord’s gross negligence or willful misconduct. The Lessee assumes all risks of loss for stored property. The Landlord retains the right to inspect any storage area used by the Lessee at any time and for any reason and to require the exclusion and removal of any items that it determines to be unacceptable for storage, at its sole discretion. The Premises are leased on a non-exclusive basis, meaning Landlord may permit SVCA members or other parties to use the Premises or adjacent areas during times not reserved by Lessee, provided such use does not unreasonably interfere with Lessee’s Authorized Use.

2.2 **TERM:** The term of this Lease shall be for two (2) years beginning January 1, 2026, through December 31, 2027. Notwithstanding the foregoing, either party may terminate this Lease upon sixty (60) days written notice to the other party Landlord may terminate this Lease upon sixty (60) days’ written notice only for good cause, such as Lessee’s default, SVCA operational needs, or compliance with governmental orders. Lessee may terminate for any reason upon sixty (60) days’ written notice.

2.3 **RENEWAL:** Subject to written approval of Landlord and the terms and conditions herein, Lessee may renew this Lease for two (2) consecutive one (1) year periods by giving written notice of such intention to Landlord at least one hundred twenty (120) days before the expiration of the term of this Lease or any renewal thereof. Lessee shall not be entitled to renew this Lease unless the Lease is in good standing at the time of renewal and the Lessee is not in default under the terms of this Lease. The landlord reserves the right to reject the renewal request at its sole discretion. The terms and conditions of any renewal shall be the same as outlined in this Lease, except that rent shall be as agreed upon during the renewal process and described in an amendment hereto.

ARTICLE III **Rent and Other Charges**

3.1 **RENT:** Rent and all other sums payable by Lessee under this Lease shall be paid without the requirement that Landlord provide prior notice or demand, and shall not be subject to any counterclaim, setoff, deduction, defense, or abatement.

3.1.1 **Rent Paid in Advance – Late Charges.** Rent shall be paid monthly in advance on or before the first (1st) day of each month beginning on the Commencement Date. A late charge of one percent (1%) per month will be assessed against past due Rent from the date such Rent became due. Additionally, if Rent is not received by the tenth (10th) day of any month, Lessee shall pay Landlord an additional fee of One Hundred Dollars (\$100.00) or ten percent (10%) of the delinquent payment, whichever is greater, to defray costs of collecting and handling such late payment. Rent unpaid by the 5th day of the month incurs a late fee of \$50 or

5% of the delinquent amount, whichever is greater, plus interest at 12% per annum (or the maximum rate under RCW 19.52) from the due date until paid. All accrued interest and late charges shall be paid no later than the first (1st) day of the month following that month in which such interest or late charges accrued.

3.2 **OTHER CHARGES.** Lessee shall be required to pay up to a Five Hundred Dollars (\$500.00) cleaning assessment for failing to restore the Premises to the condition existing before the service or event hosted by Lessee. Determination of the assessment amount shall be at the sole discretion of the General Manager. The cleaning assessment, not to exceed \$500, shall be based on documented evidence (e.g., photos, staff reports) of Lessee's failure to restore the Premises to a clean and orderly condition, as reasonably determined by the General Manager. Lessee may request a written explanation within ten (10) days.

ARTICLE IV
Use of Premises, Condition of Property,
Improvements, Removal of Property, Maintenance, and Utilities

4.1 **LESSEE'S USE OF THE PREMISES:** Lessee shall only conduct the following activity on the Premises: church services and related events (the "Authorized Use").

4.1.1 **Set Up and Cleanup.** No set up or clean up services are included or will be provided by the Landlord, and the Lessee agrees to provide both or pay an additional fee. If the Lessee requests the Landlord to provide setup or cleanup services, the fee shall be \$50 per hour, which is invoiced monthly unless otherwise agreed in writing. The Landlord will provide the applicable portion of the Premises for the Lessee each Sunday during the times of day stated in Section 2.1. The Lessee agrees to honor the specified timeframe.

4.1.2 **Schedule.** The Lessee is granted use of the Dance Barn for the following specific events:

- "5th Sunday Potluck" – 12:00 PM to 1:00 PM
- "Mother's Day Service" -- 12:00 PM to 1:00 PM
- "Father's Day Service" --12:00 PM to 1:00 PM
- "Chili Cook-Off" -- 12:00 PM to 2:00 PM
- "Men's Group" – Weekly, Thursday, 6:00 AM to 7:00 AM
- Christmas Eve – 5:00pm-9:00pm

These events are acknowledged as above and beyond the standard usage described in Section 2.1. No additional charges will be assessed for this use of the facilities.

Should Lessee desire to schedule some portion of the facilities to accommodate an event or program in addition to those specifically enumerated in this Lease, such events must be scheduled by requesting permission from the General Manager, whose sole discretion will determine whether the events or programs can be accommodated. If an accommodation can be made, the Lessee will be assessed a fee equal to 50% of the normal rental fee for the facility scheduled.

4.1.3 **Availability.** The parties agree that the Landlord may require the Lessee to vacate the Premises without compensation. The General Manager must approve all space reservations before being referred to administrative staff. Changes to ANY dates or times must be made in writing, and any requests or issues concerning the facilities will be reported to the SVCA General Manager. No other persons are authorized to make changes. Lessee agrees that

the Landlord may preempt the Lessee's services or events in favor of other paid events that are consistent with the use of the facility and the practices of the Landlord. The Landlord may allow the use of other available facilities under such circumstances, at its discretion.

4.1.4 **Preemption**. If the Landlord is compelled by an exceptional circumstance of such a nature or magnitude that it reasonably requires the use or vacancy of the Premises, the Landlord may preempt Lessee's scheduled use of the Premises upon written notice. Such exceptional circumstances must be directly related to the official business of the Landlord or significant building maintenance or repair activities. Under such circumstances, the Landlord:

- A. Will make reasonable efforts to avoid unnecessary disruption to the Lessee's event operations or loss of revenue.
- B. Will provide notice of a preemptive exceptional circumstance to the Lessee or Lessee's representative without undue delay, or as soon as possible.
- C. Shall not incur any liability to the Lessee; provided, however, that the amount of the fees that would normally have been paid for the time lost by Lessee for that one event, if any, shall be refunded.

4.1.5 **Non-Disturbance**. The Lessee agrees to not interfere with the use of the facility by other users of the facility. Landlord requires that all items used by the Lessee be removed from non-exclusive areas after use, so as not hinder the use of said facility by the Landlord or other users.

4.1.6 **Alterations**. No alteration of any of the Landlord's facilities shall be allowed without specific authorization, at the discretion of the Landlord.

4.2 **DEFAULT – UNAUTHORIZED USE**. Lessee shall be in default under this Lease if it conducts any other activity on the Premises without first obtaining a validly executed lease modification or violates any portion of Section 4.1.

4.3 **NO FLAMMABLE OR DANGEROUS MATERIALS**. The Premises shall not be used to store, distribute, or otherwise handle flammable or dangerous materials, excepting only such uses which are necessary to conduct the Authorized Use.

4.4 **LESSEE INSPECTION - CONDITION OF PROPERTY**: Prior to executing this Lease, Lessee has fully and carefully inspected the Premises. Lessee accepts the Premises, including all existing improvements thereon, "as is" without further maintenance liability on the part of the Landlord, except as specifically noted herein. Lessee is not relying on any representations of Landlord as to condition, suitability, zoning restrictions, or usability, except Landlord's right to grant a lease of the Premises.

4.5 **REMOVAL OF PERSONAL PROPERTY AND TENANT IMPROVEMENTS AT END OF LEASE**: Prior to the conclusion of the Lease, at Landlord's option, Lessee shall remove all equipment and other property from the Premises.

4.5.1 **Landlord's Remedies**. If any of the foregoing items are not removed from the Premises by the conclusion of the Lease or when Landlord has the right of re-entry, then Landlord may, at its sole option, elect any or all the following remedies:

- a. To remove any or all the items and to dispose of them without liability to Lessee. Landlord shall not be required to mitigate its damages, to dispose of the items in a

commercially reasonable manner, or to make any effort whatsoever to obtain payment for such items. Lessee agrees to pay Landlord's costs and damages associated with Lessee's failure to remove such items, including, but not limited to, the following: storage, demolition, removal, transportation, and lost rent (collectively "Disposal Costs"); provided, however, that any net proceeds recovered by Landlord in excess of its Disposal Costs will be deducted from Lessee's financial obligation set forth herein. Lessee's financial obligations herein shall survive the termination of this Lease.

b. To have the title to any or all such items revert to Landlord.

4.6 **MAINTENANCE OF PREMISES:** Maintenance and repair of the Premises and all improvements thereon is the sole responsibility of Landlord, except for repairs necessitated by the actions of Lessee, its guests, licensees, or invitees.

4.7 **UTILITIES AND SERVICES:** Landlord will supply the following utilities and services to the Premises: heat, electric, water, sewer, and trash removal. Any additional utilities or services desired by Lessee are its sole and exclusive responsibility. Any such additional utility or service may only be supplied to the Premises with the express written permission of the Landlord, with such permission at the Landlord's sole and exclusive discretion. Landlord shall provide reasonable levels of heat, electric, water, sewer, and trash removal for Authorized Use. If Lessee's use exceeds normal levels (e.g., unscheduled events), Landlord may charge additional documented costs.

ARTICLE V **Insurance and Financial Security**

5.1 **CASUALTY LOSS OF LESSEE:** The parties hereto agree that the Landlord, its employees and directors, Landlord's insurance carrier and Landlord's casualty policy shall not be responsible to the Lessee for any property loss or damage done to the Lessee's property, whether real, personal or mixed, occasioned because of any fire, storm or other casualty whatsoever. It shall be the Lessee's sole responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not the acts or omissions of the Landlord, Lessee, third party, or act of nature occasion such loss. Lessee hereby releases and discharges the Landlord, its commissioners and employees, Landlord's insurance carrier and Landlord's casualty policy from any claims for loss or damage to Lessee's property. Landlord shall not be liable for loss or damage to Lessee's property except to the extent caused by Landlord's gross negligence or willful misconduct. Lessee is responsible for insuring its own property.

5.2 **INSURANCE:** Lessee shall procure and maintain a comprehensive general liability policy with a company rated A-XV or better in Best's Insurance Guide covering all claims for personal injury (including death) and property damage (including all real and personal property located on the Premises or Landlord's property) arising on the Premises or Landlord's property as a result of, or arising out of, Lessee's operations under this Lease. The limits of liability shall be not less than Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate unless the Lessee requests, and Landlord approves in writing, a lesser liability limit not less than \$1,000,000, based on Lessee's risk profile.

5.2.1 **Policy Provisions.** The foregoing insurance policy shall name Landlord as an additional named insured by way of a policy endorsement. Lessee shall provide certificates of insurance and, if requested, copies of any policy to Landlord. Receipt of such certificate or

policy by Landlord does not constitute approval by Landlord of the terms of such policy. Furthermore, the policy of insurance required herein shall: (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to Landlord except upon forty-five (45) days' prior written notice from the insurance company to Landlord; (iii) contain an express waiver of any right of subrogation by the insurance company against Landlord and Landlord's elected officials, employees or agents; (iv) expressly provide that the defense and indemnification of the Landlord as an "additional insured" will not be affected by any act or omission by Lessee which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the Landlord's property caused by the Lessee.

5.2.2 Failure to Obtain and Maintain Insurance. If Lessee fails to procure and maintain the insurance described above, Landlord shall have the right, but not the obligation, to procure and maintain substitute insurance and to pay the premiums. In such event, Lessee shall pay to Landlord upon demand the full amount paid by Landlord. Alternatively, Landlord may terminate this Lease without liability to Lessee.

ARTICLE VI

Miscellaneous Provisions

6.1 LESSEE WILL OBTAIN PERMITS: Lessee agrees to obtain and comply with all necessary permits for any Tenant Improvements and to conduct the Authorized Use. If Lessee fails to obtain and comply with such permits, then Lessee accepts full responsibility for any and all costs incurred by Landlord, including actual attorneys' fees. In this way, Lessee agrees to be solely responsible for all damages, costs and expenses incurred as a result of Lessee's failure to fully comply with any necessary permit process and requirements.

6.2 RULES, REGULATIONS, and POLICIES: Lessee agrees to conform to and abide by all applicable rules, regulations, and policies issued by the Sudden Valley Community Association ("Association") in connection with its use of the Premises and not to permit said Premises to be used in violation of any applicable rule, regulation, policy, or other Association guideline.

6.3 LIENS: Lessee agrees to keep the Premises described herein free and clear of all liens and charges whatsoever. Lessee shall not allow any mechanics' and materialmen's or other liens to be placed upon the leased Premises. If such a lien is placed or recorded, Lessee shall cause it to be discharged of record, at its own expense, within ten (10) days of Landlord's demand. Failure to comply with Landlord's demand within ten (10) days shall be a default under the terms of this Lease.

6.4 INDEMNIFICATION AND HOLD HARMLESS: The Lessee agrees that it will defend (with legal counsel acceptable to Landlord), indemnify and hold harmless the Landlord, its officers, employees and agents from any and all demands, claims, judgments or liability for loss or damage arising as a result of accidents, injuries or other occurrences on the Premises or on Landlord's property, (i) occasioned by either the negligent or willful conduct of the Lessee, its agents, or (ii) made by any person or entity holding under the Lessee, or any person or entity on the Premises or on the Landlord's property as a result of Lessee's activity, regardless of who the injured party may be. This indemnification and hold harmless shall not apply to the extent the damages was caused by the gross negligence or willful misconduct of the Landlord.

6.5 **LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES:**

For purposes of the foregoing indemnification provision, and only to the extent of claims against Lessee by Landlord under such indemnification provision, Lessee specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, The United States Longshore and Harbor Workers Compensation Act, 33 USC §901-950, or any other similar workers' compensation schemes. The indemnification obligation under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

6.6 **LAWS AND REGULATIONS:** Lessee agrees to conform to and abide by all applicable rules, codes, laws, regulations, and Port policies in connection with its use of the Premises and the construction of improvements and operation of Lessee's business thereon and not to permit said Premises to be used in violation of any applicable rule, code, law, regulation, Port policy, or other authority.

6.6.1 **Environmental Laws and Regulations.** Lessee's obligations herein shall include, but in no way be limited to, the obligation to comply with all State and Federal environmental laws and regulations. Lessee shall defend (with legal counsel acceptable to Landlord), indemnify and hold harmless the Landlord from any fine, penalty or damage which may be imposed by any lawful authority, which may arise as a result of the Lessee's failure to comply with the obligations of this article.

6.7 **WASTE AND REFUSE:** Lessee agrees not to allow conditions of waste and refuse to exist on the Premises and to keep the Premises in a neat, clean, and orderly condition.

6.8 **SIGNS:** No signs shall be installed without the prior written permission of the Landlord. If an unauthorized sign has been installed and after twenty-four (24) hours' notice to remove the sign by the Landlord, Lessee shall pay the Landlord a penalty of One Hundred Dollars (\$100.00) per day for each day the sign remains in place after such notice. The penalty shall automatically resume, without notice, if the sign is reinstalled after removal. Lessee shall remove unauthorized signs within five (5) days of Landlord's notice. Failure to comply incurs a \$25/day penalty until removed. The penalty accrued shall be paid with the next month's Base Rent. In addition, the Landlord reserves the right to provide notice of, and treat an unauthorized sign as, a non-monetary default of this Lease.

6.9 **LITIGATION:** In the event Landlord shall be made a party to any litigation commenced by or against Lessee (other than actions commenced by Lessee or Landlord concerning the interpretation or enforcement of any of the terms and conditions of this Lease), then Lessee agrees to pay all costs, expert witness fees, and attorneys' fees, including all customary charges incurred by Landlord in connection with such litigation. However, if Landlord is made a party defendant and Lessee undertakes the defense of the action on behalf of Landlord, then no obligation for costs and attorneys' fees will be chargeable against Lessee by Landlord for costs arising out of such undertaking.

6.10 **ASSIGNMENT OF LEASE:** Lessee shall not assign, rent, or sublease any portions of this Lease or any extension thereof, without the prior written consent of Landlord, and no rights

hereunder in or to said Premises shall pass by operation of law or other judicial process, or through insolvency proceedings.

6.11 **DEFAULT, CROSS DEFAULT, AND REMEDIES:**

6.11.1 **Monetary Defaults.** Failure to pay Rent or any other monetary obligations by the first (1st) day of each month shall constitute a default under the terms of this Lease. If Lessee is in default in the payment of Rent or other monetary obligations then, at Landlord's sole option, upon ten (10) days' written notice, this Lease may be terminated, and Landlord may enter upon and take possession of the Premises. Without limiting the generality of the foregoing, Lessee expressly authorizes Landlord to obtain a prejudgment writ of restitution in the event of default by Lessee. This remedy is in addition to and is not exclusive of any other remedies provided either by this Lease or by law.

6.11.2 **Non-monetary Defaults.** If Lessee shall fail to perform any term or condition of this Lease, other than the payment of Rent or other monetary obligations, then Landlord, upon providing Lessee thirty (30) days' written notice of such default, may terminate this Lease and enter upon and take possession of the Premises. This remedy is in addition to and is not exclusive of any other remedies provided either by this Lease or by law.

6.11.3 **Other Defaults.** The following shall also constitute a default under the terms of this Lease: A default by Lessee under any other agreement or lease with the Landlord; insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest; and failure of Lessee to secure a discharge of the attachment or release of the levy of execution within ten (10) days.

6.11.4 **Multiple Defaults in a Year.** If within any one (1) year period, Landlord serves upon the Lessee three notices requiring Lessee either to: (i) comply with the terms of this Lease or to vacate the Premises; or (ii) pay Rent or vacate (collectively referred to herein as "Default Notices"), then Lessee shall, upon a subsequent violation of any term of this Lease by the Lessee (including failure to pay Rent), be deemed to be in unlawful detainer, and Landlord may, in addition to any other remedies it may have, immediately terminate the Lease and/or commence an unlawful detainer action without further notice to Lessee.

6.11.5 **Cross-Default.** A default under this Lease shall constitute a default under any other lease or agreement which Lessee has with Landlord (hereinafter such other agreements shall be referred to as "Collateral Agreements"). Likewise, any material breach or default under a Collateral Agreement shall be deemed a material breach or default under the terms of this Lease. If a Collateral Agreement is terminated for a material breach or default of Lessee, then Landlord shall, without limiting any other remedies it may have, be entitled to terminate this Lease upon five (5) days' written notice to Lessee.

6.11.6 **Other Remedies.** In addition to the foregoing remedies specified in this article, Landlord may exercise any remedies or rights under the laws of the State of Washington including, but not limited to, recovering damages for past due rent, future rent, costs to re-let the Premises, and costs to restore the Premises to its prior condition (reasonable wear and tear excepted). Under no circumstances shall Landlord be held liable in damages or otherwise by reason of any lawful re-entry or eviction. Landlord shall not, by any re-entry or other act, be

to provide any security, Landlord is not warranting the effectiveness of any such security personnel, services, procedures or equipment and that Lessee is not relying and shall not hereafter rely on such security personnel, services, procedures, or equipment. Landlord shall not be responsible or liable in any manner for failure of any such security personnel, services, procedures, or equipment to prevent or control, or apprehend anyone suspected of personal injury or property damage in, on or around the Premises or Property.

6.17 **QUIET ENJOYMENT:** Landlord acknowledges that it has ownership of the Premises and that it has the legal authority to lease the Premises to Lessee. Landlord covenants that Lessee shall have quiet enjoyment of the Premises during the term of this Lease so long as Lessee complies with this Lease and subject to Landlord's right of entry onto the Premises as set forth herein.

6.17.1 **Easements.** The Landlord reserves the right to grant easements and other land uses on the Premises to others when the easement or other land uses applied for will not unduly interfere with the use to which the Lessee is putting the Premises or interfere unduly with the approved plan of development for the Premises.

6.17.2 **Closure by Government Order.** Lessee understands that various federal agencies, including the Department of Homeland Security and U.S. Coast Guard, have the authority to restrict access to certain areas on property owned by Landlord in order to counter a terrorist or other threat. Such restrictions could impact Lessee's ability to access the Premises for an indefinite period of time. Since such restrictions on access are outside the control of Landlord, Lessee agrees that such interruptions shall not be deemed a violation of this Lease or the Covenant of Quiet Enjoyment.

6.18 **LANDLORD MAY ENTER PREMISES:** It is agreed that the duly authorized officers or agents of Landlord may enter to view said Premises at any time, and if the business or normal function of Landlord should at any time require that it enter upon the Premises to perform any work or make any improvements, it may do so, but not in such manner as to materially injure Lessee with its normal and usual operation.

6.19 **TIME:** It is mutually agreed and understood that time is of the essence of this Lease and that a waiver of any default of Lessee shall not be construed as a waiver of any other default.

6.20 **INTERPRETATION:** This Lease has been submitted to the scrutiny of the parties hereto and their counsel, if desired. In any dispute between the parties, the language of this Lease shall, in all cases, be construed as a whole according to its fair meaning and not for or against either the Landlord or the Lessee. If any provision is found to be ambiguous, the language shall not be construed against either the Landlord or Lessee solely on the basis of which party drafted the provision. If any word, clause, sentence, or combination thereof for any reason is declared by a court of law or equity to be invalid or unenforceable against one party or the other, then such finding shall in no way affect the remaining provisions of this Lease.

6.21 **HOLDING OVER:** If the Lessee remains in possession of said Premises after the date of expiration of this Lease without Landlord's prior written consent, such holding over shall constitute and be construed as tenancy at sufferance only, at a monthly rent equal to one hundred fifty percent (150%) of the Base Rent owed during the final month of the Term of this Lease and otherwise upon the terms and conditions in this Lease. If Lessee holds over with Landlord's prior written consent, then until such time as a new written Lease is executed by the parties hereto, Lessee shall continue to make payments to Landlord on a month-to-month basis

as provided for in this Lease. Such authorized holdover tenancy may be terminated by either party at the end of any such monthly period by sending written notice not less than five (5) days before the end of such period. Such authorized holdover tenancy shall be subject to all terms and conditions contained herein.

6.22 **SURVIVAL**: All obligations of the Lessee, as provided for in the Lease, shall not cease upon the termination of this Lease and shall continue as obligations until fully performed. All clauses of this Lease which require performance beyond the termination date shall survive the termination date of this Lease.

6.23 **GOVERNING LAW**: This Lease, and the right 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 jurisdiction and venue shall lie exclusively in Whatcom County, Washington and not in any federal court.

6.24 **ATTORNEYS' FEES – LEASE ENFORCEMENT**: The prevailing party in any action to enforce any term or condition of this Lease shall be entitled to an award of their reasonable costs and attorneys' fees.

6.25 **ESTOPPEL CERTIFICATES**: At Lessee's request, Landlord agrees to execute and deliver to Lessee or its lender(s), a customary estoppel certificate in a form acceptable to the Landlord which sets forth the following information: (i) the terms and conditions of this Lease; (ii) the status of the Rent payments under the Lease; and (iii) Landlord's knowledge of any breaches or anticipated breaches of the Lease. Landlord shall have no obligation to execute an estoppel certificate which requests any information other than as set forth above. Lessee agrees to reimburse the Landlord for all staff time incurred and attorneys' fees paid by Landlord for the review and opinion of such attorney acting on the request for such estoppel certificate and in negotiating acceptable language in the estoppel certificate. A failure to reimburse Landlord within sixty (60) days of the mailing of notice of such charges shall constitute a default under the terms of this Lease.

6.26 **ATTORNMEN**: In the event the Premises are sold, Lessee shall attorn to the purchaser upon the sale provided that the purchaser expressly agrees in writing that, so long as Lessee is not in default under the Lease, Lessee's possession and occupancy of the Premises will not be disturbed and that such purchaser will perform all obligations of Landlord under the Lease.

6.27 **COUNTERPARTS AND ELECTRONIC TRANSMISSION**: This Lease may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

6.28 **ENTIRE AGREEMENT**: This Lease contains all of the understandings between the parties. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Lease which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Lease executed with all necessary legal formalities by the Sudden Valley Community Association.

6.29 **VALIDATION: IN WITNESS WHEREOF**, Landlord has caused this instrument to be signed by its General Manager, who has the delegated authority of the Board of Directors of the

Sudden Valley Community Association, and this instrument has been signed and executed by Lessee, the day and year first above written.

6.30 **FORCE MAJEURE**: Neither party shall be liable for failure to perform due to acts of God, war, terrorism, strikes, or other events beyond their reasonable control, provided they notify the other party promptly and mitigate impacts.

6.31 **DISPUTE RESOLUTION**: Before litigation, parties shall attempt mediation in Whatcom County within thirty (30) days of a written dispute notice, with costs split equally.

THIS LEASE CONTAINS INDEMNIFICATIONS FROM THE LESSEE TO THE LANDLORD, RELEASES BY THE LESSEE AND A LIMITED WAIVER OF IMMUNITY UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, OR ANY OTHER SIMILAR WORKERS' COMPENSATION SCHEMES

LESSEE:

LANDLORD:

CHRIST THE KING COMMUNITY CHURCH

SUDDEN VALLEY COMMUNITY ASSOCIATION

By:
Its:

By:
Its:

By:
Its:

By:
Its:



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

APPROVAL REQUEST MEMO

To: Executive Team, Sudden Valley Community Association Board of Directors
From: Michael Bennett, General Manager
Date: May 22, 2025
Subject: Approval Request – HR Consultant Services Engagement Renewal

Purpose

To request Board approval of a 6-month renewal contract with Resourceful, a OneDigital Company, for ongoing Human Resources (HR) consultant services.

Background

On December 14, 2024, the Board approved \$38,500 from 2025 operational funds for a six-month retainer contract to provide a \$2,500 setup fee and 30 hours of monthly HR consulting, at \$6,000 monthly. This engagement will expire in June 2025.

As documented in the recent HR Assessment Report and Strategic Plan Worksheet prepared by OneDigital, SVCA has made significant strides in addressing key foundational HR concerns. We have completed milestone achievements in the following critical areas:

Phase 1: Foundational Improvements (Completed)

Through dedicated engagement with OneDigital, SVCA has successfully implemented key reforms in foundational HR areas:

- **Employee Handbook & Policies:** Updated to reflect compliance with Washington State law and SVCA's Collective Bargaining Agreement. New policies include anti-harassment, lactation accommodations, and substance use.
- **Hiring & Onboarding:** Standardized job postings, offer letters, onboarding checklists, background checks, and I-9 compliance procedures.
- **Leave Management:** We clarified attendance, paid sick leave, and vacation/PTO practices and updated accommodation procedures.
- **Records Compliance:** Improved record retention, file segregation, and background screening documentation.
- **Organizational Alignment:** Introduced HR SOPs, clarified confidentiality procedures, and improved communication on employee rights.

Analysis

In alignment with this progress, management recommends reducing our engagement with OneDigital from 30 to 15 hours per month. This adjustment reflects our success in completing a substantial portion of the foundational work and will result in meaningful cost savings. With a strong HR foundation in place, we will be shifting focus to long-term strategic goals. The following areas are currently prioritized for the remainder of 2025



Sudden Valley Community Association

360-734-6430

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www.suddenvalley.com

Safety Programs:

- Implement a workplace violence prevention plan and corresponding training
- Conduct annual safety assessments and manager training on workers’ compensation

Performance Management:

- Develop a structured performance review process aligned with job descriptions and strategic goals
- Provide supervisory training in goal setting, coaching, and discipline

Training and Development:

- Expand skills training, leadership development, and continuing education support
- Create employee development pathways and mentorship initiatives

Compensation Strategy:

- Conduct compensation benchmarking and implement annual total compensation statements
- Reassess and formalize SVCA’s compensation philosophy

Technology and Data:

- Evaluate current HRIS (iSolved) and related integrations
- Enhance use of data analytics to support HR decision-making and compliance tracking

This phased and deliberate approach ensures we maintain momentum while using our resources efficiently. The updated handbook and continued consultant support will position SVCA for long-term compliance, improved employee engagement, and operational excellence. SVCA’s HR modernization plan is designed to create a professional, legally compliant, and forward-looking workplace culture. It supports strategic priorities identified by management and the Board and enhances SVCA’s ability to attract, retain, and develop a high-performing workforce committed to serving the Sudden Valley community.

Requests

Request that the Board of Directors authorize the GM to execute a six-month retainer contract with Resourceful, a OneDigital Company, including 15 hours of HR consulting per month, to be paid out of 2025 Operational Funds.

Motion

Move that the Board of Directors authorizes the General Manager to execute a six-month retainer contract with Resourceful, a OneDigital Company, for 15 hours of HR consulting, at \$3,000 monthly, to be paid out of 2025 Operational Funds.

Approval

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____
Keith McLean, SVCA Board President

SVCA

Nominations & Elections Committee Manual



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APPENDICES

Appendices 1-9 are provided in electronic form, and 10-13 are found at the end of this document.

1. Election Calendar
2. New Candidate Letter
3. Candidate Application and Disclosure Form
4. Candidate Acceptance Letter
5. Voting Instructions
6. Sample Ballot
7. Tally Sheets
8. Elections Report
9. Elections Spreadsheet
10. RCW 64.90.405 - Common Interest Communities, Meetings
11. RCW 64.90.445 - Voting
12. RCW 64.90.455 - Proxies
13. RCW 64.90.525 - Budgets

Attorney Opinions: Referenced in document by (# opinion number)

- #1. Multiple Ballots Received for Lot Due to Transfer in Ownership – November 3, 2022
- #2. Proxy and floor voting policies -- September 28 & October 8, 2021
- #3. Filling Board Vacancies – August 12, 2021
- #4. Applicable Processes for Filling Vacancies on the Board – December 23, 2019
- #5. Eligibility of Spouse (for SVCA Membership) – August. 16, 2016
- #6. N&E Committee Draft 2009 Manual – July 7, 2009
- #7. Bylaw Provisions Outlining N&E and SVCA Responsibilities concerning AGM,
Nominations & Elections -- July 6, 2009
- #8. Nominations & Elections Committee – June 23, 2009

PREFACE

The purpose of this Manual is to establish the procedures and provide a resource for all future Nominations & Elections Committees (N&E), Board of Directors (Board), and Administration staff. The N&E, Administration staff, and Board will participate cooperatively to ensure the integrity and efficiency of the Association's Annual General Meetings (AGM) and Special General Meetings (SGM), appointing Board vacancies, and ensuring that all procedures are conducted fairly and impartially. These practices and procedures are intended to comply with the Bylaws pertaining to the N&E and its functions, duties, and activities. In the event of a conflict, the Bylaws control.

These procedures cover:

- AGMs where the Board, N&E, and ACC are elected, and members vote on measures.
- SGMs that are called to address specific issues and have measures to be voted on. The timeline presented gives no exact dates. Staff will provide actual dates each year.
- Board vacancies.

● **Independent Third-Party Election Vendor**

Background: In 2020, the COVID-19 pandemic required the N&E Committee to obtain the services of a Third-Party Election Vendor. The counting function of the election process could not be handled "in-house" since it requires many individuals to gather to process the ballots.

It is probable that this process will be used in discussing the successful outcome of the 2020 AGM Election. To amend the N&E Manual to include this option, several sections of the manual are being updated for future reference by the Board and N&E Committees to better understand how the Third-Party Election Vendor handles some functions.

All third-party election vendors shall:

- Conform to any state law(s) regarding any SVCA election, including RCW 64.90.405, RCW 64.90.445, RCW 64.90.455, and RCW 64.90.525.
- Follow SVCA Bylaws regarding elections and the responsibilities of the N&E Committee.
- Handle the printing and mailing of SVCA ballots.
- Issue replacement ballots.
- Handle any "mailed" USPS ballots.
- Handle any online voting process.
- Conduct "in-person" voting with N&E Committee assistance.
- Conduct the final counting of all registered ballots.

- Provide certified election results on the day of the general meeting.

DEFINITIONS

Term	Description
ACC	Architectural Control Committee
AGM	Annual General Meeting
Board	Board of Directors
Member	A member of the Association is defined in SVCA Bylaws 2020 Article I Section 2(a) A "member of the Association" is defined as any person(s), corporation, partnership, trust or any other legal entity owning all or a part of an interest in one (1) or more lots in Sudden Valley to which membership is appurtenant.
Member in Good Standing	A member of the Association is defined in the SVCA Bylaws 2020 Article I Section 2(a) A member "in good standing" is any person currently paying all annual dues and assessments and all special assessments. Any charges associated with each lot owned, including any use fees and monetary fines or penalties established under these Bylaws.
N&E	Nominations and Elections Committee
SGM	Special General Meeting
Association or SVCA	Sudden Valley Community Association

SVCA BOARD RESOLUTION APPROVING THE N&E MANUAL (#4)

Whereas the Association’s Board of Directors ("Board") is charged by the Bylaws (Article III, C, Section 24) to promulgate such rules and regulations as it deems appropriate, and the Board is responsible for the affairs of the Association (Article III, C, Section 16);

Whereas the N&E shall publicize the openings for candidates to serve on the Board, N&E, ACC, and applicants to serve on the Finance Committee (Article V Section 3 (h)), and submit the names of all eligible candidates for inclusion on the ballot. (Article III, A, Section 3 (e)), supervise elections, (Article V Section 3 (i)&(j)), approve ballot forms (Article II, Section 7, (d) (i)), and submit a written report to the President of the Board detailing the results of the election (Article III, Section 3 (f)).

Whereas it is in the interests of the Association and the membership to ensure properly conducted elections overseen by a neutral N&E Committee;

Therefore, it is now resolved that the Board adopt this Elections Manual as the official rules and procedures for elections. This manual supersedes all other Association election manuals.

_____ Keith McLean, Sudden Valley Community Association President,	_____ Dated
_____ Linda Bradley, Sudden Valley Community Association Secretary,	_____ Dated
_____ Rob Gibbs, Nominations & Elections Committee Chair	_____ , Dated
_____ Michael Wadsworth, Nominations & Elections Committee Secretary,	_____ Dated
_____ Donn Jamtaas, Nominations & Elections Committee Member,	_____ Dated
_____ Jo Jean Kos, Nominations & Elections Committee Member,	_____ Dated

1.0 RESPONSIBILITIES FOR THE ELECTION PROCESS

1.1 Sudden Valley Board of Directors (7)

- Is ultimately responsible for ensuring that elections are conducted per the bylaws (Article III, A, (1)).
- Sets the dates of all AGMs and SGMs.
- Proposes appropriate dues and special assessments to fund the proposed budget.
- Determines the agenda of these meetings.
- Determines the measures to be voted upon by the members and the wording, except for any measures placed on the ballot by members' petition.
- Provides funding for the expenses of each election.
- Conducts all AGMs and SGMs.
- Announces the election results.
- Coordinates with N&E and staff as necessary.
- Proofs the final ballot.

1.2 N&E (7)

- Ensures the integrity of the election process.
- Prepares communications to advertise open elected positions and submits them to the Communications Committee and staff for posting.
- Solicits and coordinates with staff to review bids for printing and mailing election materials (See Section 4.3.1).
- Approves election materials as worded by the Board and oversees proofing of the final ballot.
- Coordinate with staff to ensure that the ballot packets are properly mailed to Association members unless a third-party vendor conducts the election.
- Recommend and oversee outside vendors for the election process.
- Audits the master registration spreadsheet of voted ballots prepared by staff for accuracy of vetting, registration, and signatures on return envelopes.
- The audit is jointly conducted by two members of the committee and one staff person.
- The staff person's role is vetting, and the N&E's role is to ensure the spreadsheet's information is correct.
- Certifies results to the President of the Board.

1.3 Administrative Staff (7)

The Administrative staff provides logistical support for all elections. This support includes:

- Assist in drafting all documentation, including the Countdown Calendar (See Addendum B on p. ii).
- Vet all candidates to ensure they are in good standing.
- Schedule/reserve facilities for the meeting and counting.
- Ensure timely printing and mailing of ballots unless a third-party vendor conducts the election and mails ballots.
- Assists with collecting ballot packet materials (See Section 4.3.2).
- Provides the member mailing list (See Section 5.2.2).
- Assists vetting and registering (See Section 5.2.6).
- Issue and track replacement ballots to members (See Sections 5.2.4 and 5.2.9) unless a third-party vendor conducts the election and provides replacements.
- Provides equipment and supplies as necessary.
- Works with N&E and the Board to create ballot templates and draft voting booklet materials (See Section 4.3.3).
- Schedules Parliamentarian and Board pre-meeting (See Section 4.6).
- Staff, in coordination with the Master Counter, creates tally sheets for counting votes and organizing ballots unless a third-party vendor conducts the election.
- Process returned envelopes unless a third-party vendor conducts the election.
- Create and provide a master list for registration confirmation for In-Person voting (See Section 6.1.3).
- Provides Election Results PowerPoint template for Master Counter or N&E to complete.
- Provides any materials needed to N&E on Monday following the election so that final certification can be completed.
- Maintains all records.
- Coordinates with the N&E and Board as necessary.

1.4 Master Counter

If N&E retains a third-party vendor to conduct the AGM or SGM election, a Master Counter is not required. If N&E conducts the AGM or SGM with volunteers, a Master Counter is required as follows:

The Master Counter is recruited by N&E at least six weeks before the General Meeting. The Master Counter should have previous experience working as a volunteer in the SV General Election Counting Room or be willing to be trained for the position. Additional skills of a Master Counter should include:

- Experience in training and leading groups of people.
- Ability to always maintain a neutral, bias-free environment in the Counting Room.
- Available to attend N&E meetings as needed in preparation for Association elections and/or certification of election results.
- Organization and planning skills.
- Ability to work with numbers and with a wide range of individuals.

The Master Counter's primary responsibility is to manage and ensure the security and

accuracy of the ballot preparation and counting process. In addition, the Master Counter will:

- Lead recruitment, training, and assignment of volunteers in the Counting Room; N&E will assist with recruitment as needed.
- Provide N&E and Admin staff with the list of volunteers no later than one week before the General Meeting.
- Supervise and lead all activities in the Counting Room.
- Determine the Counting Room setup, flow, and process.
- Work with Admin staff to create forms and order supplies and materials needed for the ballot preparation and counting process.
- Confer with N&E members when voter intent issues occur during the ballot preparation and counting process.
- Provide uncertified voting results to staff for presentation at the General Meeting by the Board President.

1.5 Volunteers

If a third-party vendor conducts the election, a few volunteers from the membership are needed to assist the vendor with ballot envelopes and to assist N&E with in-person voting the morning of the AGM or SGM. If N&E conducts the election, volunteers are needed to assist with the general meeting for the following activities:

- Ballot preparation and counting—Usually, there are eight (8) to twelve (12) pairs of counters, depending on the number of ballots returned and the number of issues on the ballot. Each team consists of two individuals who work together to process ballots.
- Completion of Master Tally Sheets - Normally two (2) to four (4) teams of experienced counters.
- General Meeting registration staffing.
- Floor vote collection: other assignments as needed.

2.0 BYLAWS GOVERNING THE N&E COMMITTEE

The purpose of the N&E is to ensure the integrity of the Association's elections. The following Bylaws reference the purpose, tasks, and responsibilities of N&E. See the current copy of the Bylaws for specific referenced sections.

2.1 Bylaw Article II: Association: Meetings, Quorum, and Voting

Section 3 Notice of Meeting

Section 7 Voting (d) (i)

Section 7 Voting (d) (ii)

Section 7 Voting (f)

2.2 Bylaw Article III: Board of Directors: Composition, Meetings, Powers

Section 3 Nominations of Directors (a) (b) (c) (d) (e) (f)

Section 4 Election and Term of Office (b)

2.3 Bylaw Article V: Committees

Section 3. Nominations and Elections Committee (a-k)

3.0 OPERATIONS OF THE N&E (8)

3.1 The chair and secretary are elected at the first N&E meeting after the November election. The chair is a non-voting member of the Board. Article V of the Bylaws, Section 3, describes the internal rules of the N&E.

3.2 The N&E shall meet at least four (4) times during the year. However, more frequent meetings may be required when preparing for an election. The N&E solicits volunteers from the community for various tasks.

3.3 The N&E will have staff post a Notice of Meeting and agenda of the N&E forty-eight (48) hours before any N&E meeting (Article V, Section 1(a)(ii)). The Association staff will post the meeting on the message board at the Administration building and the Association website.

3.4 Minutes of every meeting will be prepared by the Secretary of the N&E and submitted to the N&E Committee for approval. Once approved, the minutes will be forwarded to staff for inclusion and posting on the website. The AGM is held on the first Saturday in November. (Bylaws, Article II, Section C)

4.0 PREPARATION FOR AN ELECTION

4.1 Candidate Solicitation

4.1.1 The AGM is held on the first Saturday in November. (Bylaws, Article II, Section C)

4.1.2 Timeframes for an SGM will be set according to the Election Calendar timeframes for that specific election. (Bylaws, Article II, Sections 2 and 3 and RCW 64.38.035)

4.1.3 In June, before the deadline for the July Views, the Chair will submit an article to the Views Editor announcing the timeline for the AGM.

4.1.4 During July and August, the N&E will publicize the need for candidates for the Board, N&E, and ACC and will arrange to have notice of the number of positions needed posted according to the Bylaws (Article VI, Section 3) and in the Views.

4.1.5 In July, before the August edition of the Views deadline, the Chair will submit an article to the Views Editor announcing Board, N&E, and ACC openings. The article will include soliciting candidates for open positions on the Board, N&E, and ACC Committees. The article will provide instructions for applying for the positions and the deadline for applying. The deadline to submit applications to the Administration office is Tuesday after Labor Day by the close of business. Any application received after this deadline will not be

- accepted. See Section 11.0 for Board vacancies.
- 4.1.6 Association Members interested in running for an open position must use the current year's application package. The package is available from the Administration Office, the pamphlet distribution center next to the Administration Office, or the Sudden Valley website. Members should state on each application only a single position they are running for. A separate application is required for each position (a member may not hold more than one elected position at a time).
 - 4.1.7 The N&E will meet in early September after the closing date to submit applications and confirm the eligibility of the candidates. N&E will open the applications and check them for signatures and whether additional information needs to be provided. Staff will vet each candidate's application, and they will be sorted into open positions. N&E will create name slips for the random drawing to determine the order in which the candidates' names appear on the ballot.
 - 4.1.8 Each candidate must be listed on the property deed, must be a member in good standing as of the date of application, and remain so. A candidate may apply for a position and be listed on the ballot using the name they are known as in the community, rather than the name listed on the property deed. (#4)
 - 4.1.9 The N&E secretary will record the following in the meeting minutes: how the drawing was conducted, the specific order of the names drawn, who was present, and who officiated.
 - 4.1.10 Once candidate applications have been accepted, N&E will send a letter to each eligible candidate seeking additional information. All candidates will be asked to furnish a maximum 100-word digital biography and photograph for the Views. In addition, candidates for the Board will be asked to submit a maximum 500-word essay stating their vision for the Valley. These will be printed in the October Views so the membership will be aware of the candidates' backgrounds, experience, and views. The biographies will be a part of the official Association Notice of Meeting voting packet mailed to each member. Candidates may review their information before submission to the publisher for typographical errors.
 - 4.1.11 The N&E Chair will have staff post the names of the qualified candidates on the Association website and give them to the Views Editor for the October issue (See Section 4.4.3).
 - 4.1.12 A candidate who wishes to withdraw shall provide written notice to the Chair of Nominations and Elections and the Board President. No reason for withdrawing needs be given. Submission of such a withdrawal constitutes the candidate's express consent for Sudden Valley to notify members of the candidate's withdrawal. Any withdrawal shall be effective when it is first received by the Chair

of Nominations and Elections or the Board President. The SVCA will notify the membership of a candidate's withdrawal via official SVCA notification channels only when the ballots are printed. Thereafter, SVCA shall not provide notice of a withdrawal.

- 4.1.13 Votes cast for a candidate who has formally withdrawn their application shall be counted and reported. Regardless of the number of votes received, any votes cast for a candidate who has withdrawn will be ignored to determine which candidates received a plurality of votes.

4.2 Candidates Forum(s)

- 4.2.1 The Candidates' Forum (Forum) is a showcase for the candidates.
- 4.2.2 The Forum will be scheduled, managed, and moderated by the Nominations and Elections Committee.

4.3 Approval of Voting Packets in Preparation for Printing

- 4.3.1 If the election is to be conducted by a third-party vendor, by July, the N&E committee will solicit bids from qualified vendors and choose one. * SEE FUNCTION OF A THIRD-PARTY VENDOR.
- 4.3.2 If the election is to be conducted by N&E and volunteers, in July, the Chair of N&E will meet with staff to begin selecting a printer/mailer for the AGM materials. Staff will solicit bids from three (3) companies for the Committee Chair to review and choose a vendor.
- 4.3.3 A voting packet shall consist of:
- Mailing envelope to members (marked OFFICIAL BALLOT)
 - Measure/Candidate Booklet, which includes:
 - a. President's Letter
 - b. Meeting Agenda
 - c. Measure Descriptions
 - d. Candidate Biographies
 - e. Voting Instructions
 - Voting Ballot
 - Secrecy Envelope (white)
 - Return Envelope (blue): This envelope should contain deadline information, required Member information, and a signature line.
- 4.3.4 The N&E will meet in August to consider changes to the templates of AGM ballots and return and secrecy envelopes and to review voting instructions before printing and mailing.
- 4.3.5 The N&E shall check document items for accuracy and ensure the

information is easily understood.

- 4.3.6 Ballots will contain a 'watermark' for safety and security. Staff and the N&E Chair will decide on the watermark design for the current election.
- 4.3.7 Printing and mailing arrangements of these items will be handled by staff.
- 4.3.8 In addition, the Board shall adopt the agenda for all elections before printing and mailing voting materials.
- 4.3.9 The Board will proofread ballot measures before final submission to Association legal counsel.
- 4.3.10 *Once counsel approves, staff will submit ballot materials to the printer or vendor.
- 4.3.11 When the final proof is returned from the printer, representatives from the Board and N&E will ensure their accuracy by comparing them to the submissions.

4.4 Mailing the Voting Packets

- 4.4.1 Election materials must be mailed not less than thirty (30) days or more than fifty (50) days before the date of the Election, as the Bylaws require. NOTE: RCW 64.90.405(2) states, "Not less than fourteen nor more than sixty days in advance of any meeting of the association, the secretary or other officers specified in the bylaws shall provide written notice to each owner of record . . ."
- 4.4.2 Failure to mail on time will result in rescheduling the Election, incurring significant expenses, including reprinting and remailing.
- 4.4.3 Voting packets will be delivered by mail, including one ballot per lot. Owners of multiple lots will receive separate voting materials for each lot owned. In the event of joint ownership of one lot, the ballot will be mailed to the address of record with the Association, or as determined by the Association.
- 4.4.4 Voting packets will be sent to the Board President, the Secretary of the Board, and Administration at the corporate address and to the Parliamentarian as proof that the mailing was done on time.
- 4.4.5 When the voting packets are mailed, staff will move the ballot box to the Clubhouse lobby opposite the window to collect voted ballots.

4.5 Official Election Day Observers

- 4.5.1 The N&E shall accept applications from members to view the processing of the returned ballots for an AGM or SGM (i.e., observers).

Interested members should contact the N&E Chair for an application to become an observer. Up to three (3) observers will be authorized at any given time to be in the processing area where the ballots are opened, processed, and counted. Interested members are to apply through N&E. If more than three individuals apply, names will be drawn by lot by the N&E.

- 4.5.2 The following procedures will be strictly enforced for all observers during the time they are present in the processing/counting area:
- A designated area will be provided for observers to sit.
 - At no time will observers talk to or with any person(s) working in the processing/counting area during the counting process.
 - No cell phones are allowed in the processing/counting area, and observers may not communicate any observations until after the reported election results.
 - No recording of this area is allowed by observers, which may enable individual votes on ballots to be viewed/recorded.
 - No materials are to be removed from or placed into items such as, but not limited to, purses, bags, briefcases, laptop bags, etc.
 - Should an observer have any question(s) about the ballot processing, they are to raise their hand and a member of the N&E will respond and provide/obtain the answer.
 - Failure to follow any of these procedures, or any others as directed by the N&E Chair or Master Counter, will immediately remove the observer from the Counting Room.

4.6 Parliamentarian

Per the bylaws, staff will contact a Parliamentarian to schedule their attendance at any election. This should be coordinated with the Board Secretary.

5.0 BALLOTS

5.1 Returned Ballot Deadline

- 5.1.1 To allow time to process mailed-in or personally delivered ballots, they must be received at the Administration office on Friday before the close of business, before the AGM or SGM.
- 5.1.2 Any ballots returned to the office after close of business on Friday will not be registered or counted. A member may still register and vote in person on the morning of the AGM or SGM.

- 5.1.3 Any online voting, if initiated, will close simultaneously with the deadline for mailed ballots.

5.2 Registration of Voted Ballots * see function of third-party vendor

- 5.2.1 Ballot registration is the key to producing an accurate record of votes. This record provides for essential cross-checking and validation, or invalidation, of ballots received. The record will also verify the number of votes. That number should correspond to the actual number of ballots received, minus any undeliverable or invalidated ballots.
- 5.2.2 The address list supplied by staff for mailing ballots is used as the basis of the master list for registering returned ballots. As ballots are returned and verified, they shall be registered as Undeliverable, Pre-Meeting, Day Of, Replacement, Budget-Only, and Returned Late status. This list is then used by N&E and/or a third-party vendor. The results of section 9.1 are used to generate the Results Report and Record submitted as certification of the election.
- 5.2.3 As ballots are received at the corporate address (4 Clubhouse Circle, Bellingham, WA 98229), staff will deposit ALL returned envelopes into the ballot box, including those marked as undeliverable. Ballots shall never be handled alone by anyone: neither the N&E nor the administrative staff. If we have contracted a third-party vendor for the election, ballots will be mailed to the election vendor's post office box. Any online voting will also be handled through a third-party vendor.
- 5.2.4 Unless a third-party vendor conducts the election, staff will attempt to contact members about any returned undeliverable ballots to see if information on file requires updating and to re-issue a ballot to a corrected address if possible. Staff shall also place any ballots in the after-hours drop-in ballot box. If members come to the window to drop off ballots, staff will encourage them to place their ballots in the ballot box to avoid handling or leaving them on the counter.
- 5.2.5 N&E will provide the AGM with a calendar showing the day and time each ballot registration will be completed in order to reserve space and schedule staff time.
- 5.2.6 The N&E Committee will collect and register the ballots from the ballot box each week until the AGM/SGM. They will take the ballots to the reserved space to date stamp, check signatures, register, vet, and place them alphabetically in the locked cases. If the election is conducted by a third-party vendor, updated lists provided by the vendor of mailed ballots received will also be periodically vetted and added to the master registration list. A staff member will be designated to assist with vetting and registering each time the Committee counts. The registered ballots

will then be secured in the locking cases until they are counted. The cases are placed in a closet in a secure location for safekeeping until counting begins. The N&E Chair will retain the keys to the boxes and the closet. All ballot handling will be conducted by two or more N&E Committee members or an N&E Committee member and an N&E volunteer.

- 5.2.7 N&E will maintain the master registration list, with staff creating a duplicate master registration list. Staff will vet the ballots received and contact the noted delinquent members. Staff will keep a log of member contacts to determine any change in status each time a count is completed. The ballots of any members found to be delinquent in dues when vetted will be segregated and registered as such. Until the dues are made current, the ballots will remain “budget only” ballots.
- 5.2.8 N&E staff will be available at the deadline for voting, which is close of business on the Friday before the general meeting. The ballot box will immediately be emptied and moved to avoid any late ballots from being inserted. Any ballots received after the close of voting for mail in ballots will be considered “LATE” and need to be marked as such by staff, with the actual ballot(s) or a digital image of the ballot envelope conveyed to N&E for registration and storage.
- 5.2.9 If a member has not received a ballot or lost their ballot, staff will issue a replacement ballot, unless the election is conducted by a third-party vendor. In that case the vendor will issue replacement ballots. A list of replacement ballots will be kept, and the master registration spreadsheet **MUST** be updated. Confirmation of the current owner needs to be confirmed. A person may not pick up or request a replacement ballot for someone else.
- 5.2.10 *A replacement ballot without a properly signed and completed return envelope will not be counted.
- 5.2.11 *Replacement ballots must arrive at the Administration office before close of business on the Friday before the election or at the vendor office at a time determined by the vendor. The date and time for the vendor cut off will be published in the voter pamphlet
- 5.2.12 *Each replacement ballot request shall be recorded by staff or by vendor and tracked by the member’s division and lot number to guard against errors.
- 5.2.13 If duplicate ballots are received, the ballot with the current owner's earliest postmark or date stamp will be accepted as the valid ballot.
- 5.2.14 *When extra ballot materials are received from the printer, they will be counted for accuracy and stored in the ASM’s office. An inventory list will be made and randomly audited by N&E. A list of replacement

ballots will be maintained at the front desk for anyone issuing replacement ballots. The ASM will issue stacks of materials to the front desk and record the disbursement. A log will be kept for anyone needing access to the materials in the ASM's office. A final audit will be done at the end of the voting process.

- 5.2.15 Staff will handle mailing voting materials to new owners. The new owners' names will be recorded in the registration spreadsheet, and the prior owners' names will be removed from the original list or indicated with a strikethrough.
- 5.2.16 County election officials will be contacted to retrieve any SVCA ballots accidentally placed in the County ballot box located by the Security office in Gate 1. A member of N&E and staff will be present if meeting at the collection box. If County officials drop off ballots at Administration, staff will place them in the SVCA ballot box.
- 5.2.17 A member can also register and vote on the day of the AGM or SGM meeting with a special ballot issued during the morning's registration.

5.3 Budget-Only Ballots – Delinquent Dues

Note: All members may vote on the budget, even if they are not current in paying their dues, per SVCA Bylaws Article II, Section 7.

- 5.3.1 During registration, delinquent member ballots will be registered and segregated until they become current. Staff will create a list of these members. (See Section 5.3)
- 5.3.2 Staff will update this list until the registration process is completed, including member contact information regarding delinquent fees and whether the member wishes to bring their account current to vote a full ballot.
- 5.3.3 The final delinquent ballots are converted after the AGM or SGM has begun to ensure that members have every opportunity to pay their dues and vote.
- 5.3.4 The returned delinquent ballots cast by members who are not current in payment of their dues are marked with an "X" by an N&E member crossing out all Board and N&E candidates and measures other than the budget measure. No special ballots are needed.

5.4 Invalidated Ballots

- 5.4.1 Ballots or sections of ballots will be invalidated for these reasons:
 - If they are torn or marred beyond legibility.
 - If the outer envelope is unsigned and the member cannot be contacted to sign it.
 - If voted for more candidates or issues than allowed.

- If the member is not in good standing, the ballot is valid only for the Budget. Any other measures voted on will not be counted.
- If multiple votes for a single lot are received, only the first valid ballot cast will be counted. Once a member in good standing casts a ballot, that ballot is binding on the lot even if the lot is sold before the AGM. (#1, also Bylaws Section 7 (a) and (e)).
- N&E must preserve all invalid voting documents in case of a challenge.–The N&E Chair, an N&E committee member, and a representative of a third-party vendor (if conducting the election) will make all rulings on invalidated ballots. The total number of invalidated ballots is needed to certify the election.

5.5 Duplicated Ballots

If it appears that someone has fraudulently duplicated ballots, legal advice should be obtained immediately from the association attorney.

5.6 Undelivered/Returned Ballots

- 5.6.1 If a third-party vendor is used, 5.6 is handled by the vendor.
- 5.6.2 Should a ballot be returned as undeliverable, staff shall attempt to contact the member to inform them that their ballot has been returned and to determine if an address correction is needed.
- 5.6.3 Any undelivered ballots that cannot be reissued shall be collected and retained with the other voting materials. All such ballots will be tallied on the master registration list in the appropriate column.
- 5.6.4 N&E notes on the Master Registration Spreadsheet, which ballots have been returned as undeliverable, and whether that ballot has been reissued.

5.7 Proxy Ballots (2)

Proxy definition: Washington State Law requires homeowner association members to be allowed to vote in person or by proxy at a membership meeting. Per RCW 64.90.455, a proxy is a written instrument by which a member entitled to vote authorizes another person to act as their agent at a meeting. A proxy may be revoked at any time by the member giving written notice to the Association. Proxy also refers to the written authority designating the agent and giving that agent the right to act for the member. At the AGM or SGM meeting, the proxy can vote, raise a point of order, speak, or do anything the member can at a general meeting.

Proxy limits: SVCA Bylaws (Article II sec 7(e)) specify "***Once a vote is cast, it may not be changed.***" By state law, a proxy agent is limited to casting their ballot from the meeting floor while the AGM or SGM is in session. The proxy's ballot is collected with any other ballots voted from the floor of the meeting. On the other hand, a mailed-in ballot, a drop box ballot, or a morning of the AGM/SGM ballot is cast before the AGM/SGM begins, so it will always be cast before a proxy ballot can be cast. The first ballot cast is the ballot that

is tallied.

Additionally, a registered proxy does not prevent an owner of that property from casting their ballot by mail, drop box, or voting the morning of the AGM/SGM. Their ballot will be cast before a proxy ballot can be cast. The first ballot cast is the ballot that is tallied.

Designating a proxy agent: Any member can appoint a proxy by completing the required paperwork. A property can have as many proxies as it has individual owners listed on the deed.

Proxy agent requirements: The designated agent must be an SVCA member in good standing and remain so while serving as an agent. Proxy agents cannot give anything of value to a member in order to be designated the member's proxy, and they cannot receive anything of value in return for their services. A proxy agent cannot accept more than five proxies per AGM or SGM. This is to discourage the practice of "ballot harvesting."

Proxy forms and processes: The AGM or SGM Voter Booklet includes instructions on obtaining and returning a proxy request form. Beginning October 1st, a member wishing for an original SVCA proxy form may address their written, signed, hard copy request to the N&E Committee, in care of the SVCA Administration Office, 4 Clubhouse Circle, Bellingham, WA 98229. The member will be mailed an official, numbered hard copy form to fill out, designating their proxy agent.

An owner of multiple lots must execute and submit a proxy individually for each lot.

A member must mark their choice of a "Directed Proxy" or a "General Proxy" and complete the information for that section on the form.

The Directed Proxy instructs the proxy agent how to mark their ballot. Unfortunately, there is no way to ensure the designated agent votes as directed. This is a risk inherent with proxies.

The General Proxy form does not instruct the designated agent how to vote.

Directed and General Proxies expire immediately after adjourning the AGM or SGM meeting.

The member must date and sign the proxy and have it notarized.

Once the form is completed, the member must deliver the proxy form to the designated agent in time for them to date, sign, and have the form notarized and returned to the N&E committee to register.

To be valid, the proxy must be returned directly to the SVCA offices in a sealed return envelope addressed to the N&E Committee in care of the SVCA Administration Office, 4 Clubhouse Circle, Bellingham, WA 98229, no later than close of business the Friday before the general meeting. A completed proxy may be dropped in the Ballot Box at Administration or mailed as directed above.

The N&E Committee will register the proxy and issue a receipt to the agent to allow them to obtain a special ballot to vote at the AGM. Proxy ballots will be issued the morning of the general meeting during morning voting hours.

6.0 **ELECTION DAY**

6.1 **Registration**

- 6.1.1 If a third-party vendor is used, the vendor handles the distribution of the ballots.
- 6.1.2 The registration day is staffed by two volunteers and a staff member authorized to accept payments. These three people employ the Master Registration Spreadsheet and an eligibility list provided by staff to enable members to vote on the election day.
- 6.1.3 Members may register, be vetted, and be issued a special stamped ballot to vote on the day of the election. Registration begins at 9:00 a.m. and closes at noon. Members are encouraged to vote their ballot and leave the room. Campaigning is discouraged while other members are marking their ballots.
- 6.1.4 Staff will provide volunteers with a list of members for vetting purposes on the election day.
- 6.1.5 The registration volunteers will use the provided eligibility list to confirm eligibility. If a member is ineligible, they should be directed to the attending staff member empowered to collect payments. The attending staff will then inform the registration volunteer of any change in the member's status.
- 6.1.6 If a member is not in “good standing,” the registration volunteer will cross out with an “X” on the ballot all the measures and candidate votes that are not related to the budget and mark the ballot “BUDGET ONLY.” This ensures that the counters will count only the measures related to the budget.
- 6.1.7 The registration volunteer can check the Master Registration Spreadsheet to determine if a lot has already voted.
- 6.1.8 If a lot has already voted, an N&E member may retrieve the return envelope to verify the signature of the person who previously voted that lot. If a discrepancy arises, the N&E Chair or designee should be consulted to judge this matter.
- 6.1.9 All ballots cast on the day of the meeting must have been pre-marked with a unique differentiating feature. Ballots returned to the counting room without the differentiation will not be counted.
- 6.1.10 An N&E member will monitor the ballot box in the registration area for those who want to vote in the morning, the day of the meeting, before 12:00 noon.

7.0 ELECTION RESULTS

Once all ballots are tallied, the Master Counter or the N&E Chair will enter results on the PowerPoint slides provided by staff and give them to the N&E Chair, who will then provide the slides to the Board President. The Board President will then announce the results to the assembly.

8.0 RECOUNT

- 8.1** A recount will automatically be triggered for any measure on the ballot if the results show a spread of less than eight (8) votes.
- 8.2** In the event a recount is needed in an election conducted by N&E and volunteers, the counters will be reconvened, along with the Master Counter, N&E, and administrative representatives, at a time and place to be determined by the Board to accomplish the recount. If the election was conducted by a third-party vendor, the vendor will conduct the recount.
- 8.3** The same procedures outlined in this counting section must be followed. Recount results will be given to the N&E Chair and posted on the association website.
- 8.4** A member may request a vote recount by submitting a written request to the Board. This request must be made within 5 business days of the election, regardless of final certification. The request shall state the justification for questioning the accuracy of the vote and whether the entire ballot is to be recounted or only a specific item. A fee or bond shall be required to offset the cost of conducting the recount.

9.0 ELECTION CERTIFICATION

- 9.1** To certify the election results, the N&E Chair will gather copies of all the final registration reports, Master Tally Sheets, and forms used to calculate them at the Certification Meeting. The number should correspond to the actual number of voted ballots received minus the invalidated ballots. This allows for cross-checking and validation of ballots received.
- 9.2** The results on Election Day are to be considered 'unofficial' until the certification process is completed, which ensures that all ballots have been accounted for. The certification is conducted by the Master Counter and the N&E Committee, as they were present during the election process, along with any new N&E members and the new N&E Chair. Within 10 days of the AGM/SGM, the chair of N&E reports the certification results to the Board of Directors.
- 9.3** The certification originals are kept in the Administration records. All envelopes/ballots received, minus all voided ballots, will equal the total votes cast. The results will be documented and certified by the N&E Chair. This Election Certification Statement will be submitted to the Secretary of the

Board and the Views Editor.

10.0 ARCHIVING VOTING MATERIALS

AGM/SGM voting materials will be held for 90 days after the election. All ballots and balloting materials will be shredded or disposed of at this time. The administration will retain PDF copies of the following documents for 2 years.

10.1 President's Letter

10.2 Agenda

10.3 Mailing/Registration Lists

10.4 Master tally sheets

10.5 Election Certification Spreadsheet

10.6 GM/SGM Results Report

10.7 Third-party Election Vendor Certification

11.0 FILLING A BOARD VACANCY BETWEEN AGMs (3, 4)

11.1 Bylaws related to Board Vacancy

Board vacancies are described in the SVCA Bylaws Article III, Section 3. Nomination of Directors and in Section 6. Vacancies.

Article III Section 3(a):

If a vacancy occurs at any other time, the Nominations and Elections committee shall solicit candidates at least 30 days before the Board's appointment.

Article III Section 3(b):

To be eligible for appointment to the Board, all candidates must be members in good standing and remain so. Candidates must submit a disclosure of Interest Statement to the Nomination & Election Committee in the form prescribed by the committee by close of business within the prescribed opening for applications.

Article III Section 4(b):

The term of office of a Director who has replaced a Director by appointment shall last until the conclusion of the following Annual General Meeting and until a successor is elected. No Director shall be eligible for election to the Board for more than two (2) consecutive terms plus the unexpired portion of a term to which appointed.

Article III Section 6. Vacancies:

If a director ceases to be a member of the Board, for any reason excluding temporary suspension as outlined in Section 5 above, the Board shall immediately request the Nominations and Elections Committee to submit not fewer than one (1) nominee more than the number of vacancies to be filled. The remaining directors shall, by majority vote, elect the required successor(s) from the nominees who shall serve until the conclusion of the following Annual General Meeting. The Board shall endeavor to fill any

such vacancy within sixty (60) days.

11.2 Board Vacancy Procedure

Each Candidate must be a member in good standing as of the date of the application, remain in good standing through the appointment, and be listed on the property Deed. A candidate may apply for a board position using the name by which they are known in the community, rather than the name listed on the property deed. The following procedures will be used to solicit applications and fill the vacancy. (#4)

1. The Board will announce the resignation and instruct the N&E Chair to post notice to the membership announcing the vacancy, instructions for applying, and the submission deadline.
2. The application period shall be for 30 days or longer, as determined by the Board. (Article III section 3)
3. If no applications are received during the initial application period, an extension of an additional 30 days will be announced, and the membership will be notified.
4. N&E will post any notices on the SVCA website, the Views, and Member Announcements.
5. N&E will furnish the application forms to staff. Staff will provide hard copies at the Admin Office and post blank forms online for members to download.
6. The vacancy notice instructions will include a published deadline date and the closing time of the Admin Office on that day. Completed applications must be a hard copy and received at the Admin Office by the published deadline. Emailed applications will not be accepted.
7. Once candidate applications have been submitted, the application period has ended and the candidates have been vetted, the N&E Chair will announce to the Board that a date for interviews and voting can be set. The Board will determine their interview process and date. N&E will inform the candidates of the process and confirm their attendance
8. The N&E Committee will hold a random drawing to determine the interview order.
9. Interviews are typically conducted before the regularly scheduled board meeting. Interviews and voting are only necessary if there are more candidates than open positions. Depending on the number of candidates, the meeting may start as early as 6:00 p.m.
10. If voting is required, the candidate is chosen by a majority vote of the Board members in open session. N&E handles the voting process. If a consensus isn't reached, the board must continue voting until a majority for a candidate is reached.
11. The board president announces the new director(s), and the new director joins the board. The meeting continues.

Addendums A, B, & C cover N&E and SVCA volunteer conducted elections.

Addendum A - Counting Room Procedures

A. Counting Room

Ballot preparation and counting are conducted in the Counting Room for Sudden Valley Association Elections. The master counter determines, manages, and leads the procedures and activities in the Counting Room. The Room's setup and procedures are designed to maximize the security and integrity of the election process.

Anyone working or observing in the Counting Room will follow these rules:

- All items such as purses, bags, briefcases, laptop bags, etc., are to be placed in a secure designated area away from the ballot counting area.
- At no time are any items to be added/or removed from a personal bag and placed on the work table.
- Cell phones are to be turned off or, at a minimum, set to vibrate.
- Voice levels are kept to a minimum so as not to disturb others.
- Political views are to be kept to oneself.
- Balloting materials being processed should not be removed from the Counting Room.

A.1 Ballot Flow

"Ballot Flow" refers to the direction (or path) the ballots follow during the preparation and counting. Establishing a flow that keeps the ballots moving in one direction (from the input table to the counters to the temporary storage table) is important. The Master Counter establishes the ballot flow for the Counting Room. This flow may change depending on the Counting Room and includes:

- Location for processed and unprocessed ballots.
- Setup of tables and chairs for ballot preparation and counting.
- Designated marked bins or envelopes for Pre-Election, Registration Day, and Election Floor ballots until they are put into the counting process.
- Designated location for election observers.

A.2 Ballot/Envelope Storage

Proper locking devices will be placed on all ballot containers and secured in the appropriate place designated and agreed to by the N&E Chair and Association staff. A designated staff member and the N&E Chair shall be the sole custodians of keys to locking devices/doors that secure the voting materials and ballots.

Ballots are delivered to the Counting Room in locked cases and are in alphabetical order by the first letter of the voter's last name. Once the ballot preparation and counting process begins, ballots and ballot materials are secured in locked cases and stored in a locked closet located in the Multipurpose Room in the Community Center. Empty blue ballot envelopes are returned to the locked case and placed back in alphabetical order by the first letter of the voter's last name.

A.3 Ballot Definitions

Ballots will be organized and identified when they are received. Accounting for the total number of Pre-Election, Saturday Registration, Floor, and Budget-Only ballots are critical to ensuring the integrity and accuracy of the ballot count. For clarity, ballot types and their definitions follow:

- **Pre-election ballots are any and all ballots received by mail or personally returned to the administration office by the close of business on the Friday before the Election.**
- **Saturday Registration ballots** are all received on the day of the Election, except those voted from the floor during the meeting. To be valid, these ballots must have a differentiating feature.
- **Floor ballots** are the ballots voted from the floor during the Meeting. These ballots must have a differentiating feature to be valid.
- **Budget-only ballots—These are Ballots of members not in good standing; the budget measure is the only section of the ballot that will be counted. When they are introduced into the ballot process, these ballots are clearly identified as "Budget Only."**

Addendum B - Ballot Preparation and Counting Process

Before ballot preparation and counting begin, the N&E will verify that the actual number of ballots received matches the actual number of registered voters marked as ballots received on the master registration list. Ballots are vetted and approved for counting before their delivery to the Counting Room.

The Master Counter manages the opening and processing of the ballots; N&E oversees the Election process. The Master Counter also assigns Counting Room volunteers in teams, each consisting of two individuals who work together throughout the ballot preparation and counting process.

N&E, staff, the Master Counter, volunteers, and up to three (3) authorized observers will convene in the Counting Room on Friday prior to the Election at 1:00 p.m. to begin preparing and counting the ballots. They will reconvene at approximately 10:00 a.m. on Election Day to complete ballot preparation and counting.

B.1 Ballot Preparation

The ballot preparation process for Pre-Election ballots involves three phases:

1. Opening ballot envelopes
2. Opening and bundling secrecy envelopes/ballots
3. Numbering ballots

The ballot preparation process for Saturday Registration and Floor Ballots involves two phases:

1. Verification of validity of ballot(s)
2. Bundling and numbering ballots

B.1.1 Opening Ballot Envelopes

The Master Counter gives each volunteer team a stack of unopened blue ballot envelopes for processing. Steps include:

- Open the blue ballot envelopes with the letter opener provided.
- Remove the white secrecy envelope from the blue ballot envelope. Stack the white secrecy envelopes in one pile and the blue ballot envelopes in a second pile.
- If the ballot card is not in a white envelope, place it in an empty white envelope provided, seal it, and stack it with the other white envelopes.
- If there is more than one white secrecy envelope in the blue ballot envelope, keep them in the blue envelope and signal the Master Counter. This ballot envelope with the multiple secrecy envelopes will be removed from the stack, documented, and not counted.

- Signal the Master Counter for another stack of blue ballot envelopes and continue to process until all the blue ballot envelopes have been opened.
- Once all white secrecy envelopes are removed from the blue ballot envelopes, sort the sealed secrecy envelopes into stacks of twenty-five (25) and place a rubber band around each stack.

B.1.2 Opening and Bundling Secrecy Envelopes/Ballots

The Master Counter gives each volunteer team a stack of unopened white secrecy envelopes for processing. Steps include:

- Open the white secrecy envelopes with the letter opener provided, one stack of twenty-five (25) at a time.
- Remove the ballot from the white secrecy envelope and stack the ballots in one pile and the empty white secrecy envelopes in a second pile.
- If there is more than one ballot in the white secrecy envelope, keep the ballots in the envelope and signal the Master Counter. This envelope and the multiple ballots will be removed from the stack, documented, and not counted.
- Count the ballot cards to verify twenty-five (25) are in the stack and place a rubber band around the complete stack. Signal the Master Counter if you have a stack of ballots less than twenty-five (25).
- Align the holes in the white secrecy envelopes to be sure they are empty.
- Signal the Master Counter for another stack of secrecy envelopes and continue until all secrecy envelopes are processed.

Saturday Registration and Floor Ballots

- Ballot cards are checked for validity. To continue processing the ballot, a differentiating feature must be on the ballot card. If a ballot card does not have the differentiating feature, signal the Master Counter.
- Sort the valid ballots into stacks of twenty-five (25), place a rubber band around each stack, and signal the Master Counter.

B.1.3 Numbering Ballots

Ballots are numbered randomly to provide an audit trail to check counts during the certification process or to verify the tallying of votes. One to three volunteer teams will number ballots. The Master Counter gives each team a stack of twenty-five (25) ballots and a Tally Sheet for processing. Steps include:

- Remove the rubber band from the stack of twenty-five (25) ballots. Consecutively number each ballot at the top right front side of the ballot using the auto-numbering electronic machine or stamp.
- The stamped number on each ballot will coincide with the ballot number in the left column of the Tally Sheet provided.
- Restack the twenty-five (25) ballots in sequential number order, wrap the stack with the corresponding Tally Sheet with the print side out, place a rubber band around the stack, and set aside.
- Continue this for each batch of twenty-five (25) ballots until all stacks have been numbered and appropriate Tally Sheets attached. Signal Master Counter as stacks are completed.
- Ballots are now ready for counting.

B.2 Ballot Counting

Ballot Counting includes the following:

1. Overvote/Non-vote determinations
2. Ballot tallying

B.2.1 Over Vote/Non-Vote Determinations

Over Votes - An over vote occurs when a voter selects more candidates or choices than are allowed in a given race or referendum. (e.g. A voter votes for six (6) candidates when the maximum votes allowed are for four (4) candidates or a voter checks both YES and NO for a measure when only one selection is allowed).

Non-Votes - A no- vote occurs when a voter selects no candidates or fewer choices than are allowed in a given contest or referendum. (e.g. A voter votes for four (4) candidates when the maximum votes allowed are six (6) or a voter casts no votes for a measure).

Candidate Over or Non-votes:

Over vote: If a voter casts votes for more candidates than the maximum allows (e.g. votes for 6 candidates and the maximum allowed is 4), this is an over vote and invalidates that section of the ballot. *No votes are to be tallied on the Tally Sheet* for any candidates in that specific section. In this case, the team member enters "4 OV" in the OV/NV column of the tally sheet for that specific ballot, which is the maximum number of votes allowed for that section .

Non-vote: If a voter votes for no candidates or fewer candidates than the maximum allows (e.g. votes for 3 candidates and the maximum allowed is 6), this is a non-vote situation. *These votes are to be tallied on the Tally Sheet* for that specific section. In this case, the team member also enters "3 NV" in the OV/NV column of the tally sheet for that specific ballot, which is the difference between actual votes cast and the maximum votes allowed (6 votes allowed - 3 votes cast = 3).

Measure Over or Non-votes -

Over vote: If a voter casts both a YES and NO vote for the measure, this is an over vote and invalidates that section of the ballot. *No votes are to be tallied on the Tally Sheet* for that specific measure. Enter "1 OV" in the OV/NV column of the tally sheet for that specific ballot.

Non vote: If a voter does not vote for the measure, this is a non-vote situation. *No votes are tallied on the Tally Sheet* for that specific measure as the voter did not check a selection. Enter "1 NV" in the OV/NV column of the tally sheet for that specific ballot to indicate the maximum votes allowed.

B.2.2 Ballot Tallying (See Appendix for Tally Sheet examples)

- Each volunteer team is given one batch of twenty-five (25) ballots by the Master Counter to tally.
- Each batch of twenty-five (25) ballots is wrapped with a tally sheet which is used to tally the votes. The number stamped at the top of each ballot card corresponds to the ballot number in the left column of the tally sheet.
- Each section of the ballot must be counted. (e.g. BOD Candidates, ACC Candidates, N&E Candidates, Measures)
- Prior to tallying any votes, check the ballot for over votes or non-votes.
- One team member reads the stamped ballot number and how the ballot was voted for the section being counted. (e.g. Ballot number 25, Measure 1, "No" vote) The other team member marks how that ballot was voted by placing a forward slash (/) in the proper field of the Tally Sheet.
- Once all sections of all twenty-five (25) ballots have been tallied, the member marking the Tally Sheet will add and enter the column totals at the bottom of the Tally Sheet.
- Team members reverse roles and repeat the counting process a second time. The team member tallying the second count will mark the Tally Sheet by forming an "X" to the original forward slash (/) as the votes are read off.
- If counts do not agree with the original team member, there's an error. If the counting team cannot resolve it, notify the Master Counter for a resolution.
- Once all sections of all twenty-five (25) ballots have been tallied and totaled, and team members are in agreement, the tally sheet is signed by each team member and wrapped around the ballots with the print side out. The rubber band is placed around the stack and set aside. Signal the Master

Counter for another stack of ballots to process.

- **Budget-only ballots** - the budget measure is the only section of these ballots that are tallied.

Addendum C - Election Results - Uncertified

The uncertified election results process was created to include several checks and balances to ensure the accuracy and security of the vote count. The process includes:

1. Master Tally Sheet summary
2. Grand Master Tally Sheet summary
3. Uncertified election results

C.1 Master Tally Sheet Summary (See Appendix for Master Tally Sheet examples)

- Individual Tally Sheet totals are entered onto Master Tally sheets by one (1) to four (4) experienced volunteer teams.
- The Master Counter will give each team stacks of twenty-five (25) tallied ballots to process. One team member will call out the Tally Sheet number and its totals while the second team member enters the totals onto the appropriate line of the Master Tally Sheet. (e.g. Tally Sheet 1, Candidate 1, 5; Candidate 2, 8; Measure 1, Yes 20, No 5).
- Team members reverse roles and repeat the process a second time.
- If totals are not in agreement with the first team member, there's an error. If the team cannot resolve it, notify the Master Counter for resolution.
- Once each stack is completed, rewrap the Tally Sheet around the ballots with the print side out. Team members place their initials on the top right corner of the Tally Sheet, place the rubber band back around the stack and set it aside.
- The Team continues to process each stack of tallied ballots until they are all completed.
- Once all Tally Sheet totals have been transferred to the Master Tally Sheet(s), column totals are summed and entered at the bottom of the sheet.
- Each team member confirms the column totals are correct. Team members sign the Master Tally Sheet and signal the Master Counter when completed.

C.2 Grand Master Tally Sheet Summary (See Appendix for Grand Master Tally Sheet examples)

- The Grand Master Tally Sheet breaks down vote counts and totals by ballot type (e.g. Pre-Election ballots, Saturday Registration ballots, etc.), grand totals for each contest and percentage of votes cast by contest.
- The Master Counter enters Master Tally Sheet totals onto the Grand Master Tally Sheet. These totals will be verified by one of the Master Counter teams.
- Once completed and verified, the Master Counter and Master Counter team signs the Grand Master Tally Sheet.

C.3 Uncertified Election Results

- The Master Counter will enter Grand Master Tally Sheet totals and percentages into the PowerPoint slides provided by staff as Uncertified Election Results.
- The Uncertified Election Results will be delivered to staff to setup for the Board President to announce the results to the members.
- Election results will not be communicated in the Counting Room prior to the official meeting announcement.
- All Tally Sheets, Master Tally Sheets, and Grand Master Tally Sheets are stored with the processed ballots in a locked case and stored in the locked closet in the Multipurpose Room until the Election Certification Meeting is held.

Addendum D - Petition Process

Petition Process Addendum D – September 1, 2022 (Updated 2025)

Petitions submitted to the HOA should have the following required fields: Printed Name, Signature, and Street Address. The petition should also include an optional field of Lot/Division. Below is the reasoning for each of these criteria:

- **Street Address:** Used to determine if the person signing the petition has a property within Sudden Valley.
- **Printed Name:** Used to cross-reference the current database of properties in Sudden Valley to see if the individual who signed is an owner. This should be the full printed name of the individual present. If the name isn't listed in full, it may be removed during the verification process.
- **Signature:** The person who is signing's method of stating they agree with the petition.
- **Lot/Division:** Used in the event that the handwriting is illegible, and the street address cannot be made out.

Additional fields, like a phone number or email address, may be included to verify the signature of the individuals submitting the petition. When turning in the packet of petitions, please include the name, email address, and phone number of a representative of the petition so that if there are any issues, that representative can be contacted.

Finding volunteers

The process of locating volunteers should be as unbiased and impartial as possible. When a petition is submitted, you should find volunteers from the petition supporters and another from its opposition. This way, both sides are represented.

Volunteers can be solicited by the N&E committee directly, via a letter in the views (if time permits) or posted on social media or on the Sudden Valley Website for volunteers. Reminder, since the volunteers are not publicly elected officials, and elections can be polarizing events, keeping their identity private is suggested. If the volunteers decide to publicly disclose who they are, that is their prerogative.

Vetting process

Since the vetting process involves the committee member looking up members and disclosing their mailing addresses or lot and division information, The vetting process should not be streamed in an effort to protect people's identities.

Print a list of all owners sorted by street address. This process works best by having three people verify the petition. If you have three people. One to read the addresses aloud and two to check the printed database. Have an elected N&E committee member handle the petitions, **do not let volunteers touch the petitions.**

- The N&E member will read the address aloud. The volunteer will locate that street address on the

printout and read the name associated with the deed. The N&E Committee Member will acknowledge whether that name is on the petition or not.

- If the name matches what is on the petition, the volunteer will add a mark on their printout indicating this address has been verified.
- If the name does not match, have the N&E Chair verify the digital database to see if there is a discrepancy and if that individual should be counted. If so, the volunteer will add a mark for that address. If the signer is not valid, the N&E member will mark it as invalid on the petition along with the reason.
- When the elected N&E member finishes with a petition page, they will count up the number of valid signatures and add a number to the bottom of the page.
- If there is a disagreement on if a petition signature is valid, the N&E Committee will decide and move forward to the next signature. This process shouldn't be placed on a volunteer.

Counting the total number of signatures

- After all petitions have been reviewed. The person with the printed database will count up all of the marks they have added to the printout. Meanwhile, the elected N&E committee member will add up all of the numbers they have marked at the bottom of each page. Once both parties have come to their completed numbers, the totals will match.
- If none of the numbers match, the petitions will need to be recounted by starting the process over. If the petition total matches one of the printed sheets, cross-reference the two printouts and see which printout is different and reconcile them against the petitions.

What is a valid petition signature?

During the above process, the N&E member will review the signers of the petition to verify that there is a printed name, signature, and street address. If any of those fields are missing, that signer does not count towards the petition.

- The name must be written in full. If the name is written as J Doe, and the owner is named John Doe, there isn't a way to verify that J Doe is, in fact, John Doe, and that signer would be removed from the petition.
- If someone writes their name as J Edward Doe, and the deed states John E Doe, that is a valid entry. However, if they wrote their name as Edward Doe and the deed states, John E Doe, that signature cannot be verified that Edward is the same person, and that signature is removed from the petition.
- If the name on the petition does not match our records, the petition signer does not count toward the total number of collected signatures. For example, if Jane Doe signs the petition but only one

person John Doe is listed on the deed, then Jane's signature is removed from the petition.

- If you have a deed that belongs to Jane Doe and John Smith and the petition signer signed by Jane Smith. This is counted as a valid signature.
- If you are going through the addresses and someone has signed twice, the second one is an invalid signature.
- If you are going through the addresses and the deed shows two owners of a property, and each of them sign, only one of the signatures are valid. They count as one.
- If someone has five properties and they sign for all five properties, then that is five petition signatures. Additionally, if someone has five properties and they sign for one property, that is only one petition signature.
- If someone is listed on the deed as Richard Nixon, and they signed Dick Nixon, verify that Dick is a common nickname for Richard. Similarly, Sally is a nickname for Sarah. If it is a common nickname, then it is a valid signature. This can be done with a quick internet search.

What to do about invalid petition signatures

- If you reach 10% of the total owners who have signed the petition, you don't need to move forward with the invalid signature process since the petition is valid.
- If when you complete the count and the total number of signatures is short, reach out to the petition sponsor and notify them that the petition failed and why it didn't meet the criteria.

Appendix 10: RCW 64.90.405 - Common Interest Communities, Meetings

(1) A meeting of the association must be held at least once each year. Failure to hold an annual meeting does not cause a forfeiture or give cause for dissolution of the association and does not affect otherwise valid association acts.

(2)

(a) An association must hold a special meeting of unit owners to address any matter affecting the common interest community or the association if its president, a majority of the board, or unit owners having at least ten percent, or any lower percentage specified in the organizational documents, of the votes in the association request such a meeting by delivering a written request to the president or secretary.

(b) The association must hold the special meeting at the time requested, but not less than ten nor more than one hundred twenty days after delivery of the request.

(c) If the association does not send out a notice or communication of a special meeting to unit owners within thirty days after delivery of the request, the requesting eligible unit owners may set the time and place of the meeting and send out the notice or communication.

(d) Only matters described in the request for a special meeting may be addressed at that meeting, unless the organizational documents allow otherwise.

(3) Unless the organizational documents provide otherwise, meetings of the association must be held in a physical location that allows unit owners to attend in person. The board may authorize unit owners to attend a meeting through remote communication unless prohibited by the organizational documents, but only if the association adopts procedures for remote attendance and the remote communication method allows unit owners attending remotely to hear other attendees, be heard by other attendees, and vote. If the board authorizes remote communication for a meeting, the notice for that meeting must include instructions for attending remotely.

(4) Except as otherwise provided in the organizational documents, meetings of the association must be conducted in accordance with the most recent edition of Robert’s Rules of Order Newly Revised.

(5) Unless the organizational documents provide otherwise, only unit owners that are eligible unit owners may vote at a meeting of the association.

(6) The association must send out a notice or communication of a meeting of the association to each unit owner not less than fourteen nor more than sixty days in advance of the meeting in a manner provided in RCW 64.90.515 or the organizational documents.

Appendix 11: RCW 64.90.445 - Voting

(1) Eligible unit owners are entitled to vote on any matter that the organizational documents or this chapter require or permit to be submitted to a vote at a meeting or by written ballot, including election or removal of board members and approval of a budget.

(2) Unless the organizational documents provide otherwise:

(a) Eligible unit owners may vote in person at a meeting, through a proxy as provided in RCW 64.90.455, by absentee ballot, or by written ballot.

(b) Voting may occur over a period of time, including before or after a meeting, as determined by the board, but the voting period may not exceed thirty days unless otherwise provided in the organizational documents.

(3) If the board authorizes written ballots for a vote:

(a) The association must send an unaltered written ballot to each eligible unit owner with the notice or

communication of the vote that includes:

- (i) All information needed to understand the matter to be voted on, including proposed amendments to organizational documents with the proposed text; and
- (ii) Instructions for how to complete and return the written ballot, including the deadline for returning the written ballot.

(b) The board must adopt procedures to ensure that:

- (i) Written ballots are distributed only to eligible unit owners;
- (ii) One written ballot is counted per allocated vote;
- (iii) The authenticity, confidentiality when applicable, and timely return of written ballots can be confirmed; and
- (iv) Eligible unit owners are given a fair and reasonable opportunity to vote.

(c) Unless otherwise provided in the organizational documents, written ballots may be returned by mail, hand delivery, facsimile, or, if authorized by the board, electronically, as long as the association can confirm timely receipt.

(d) A written ballot may not be revoked after it is received by the association.

(4) The board must adopt procedures to ensure that eligible unit owners have a fair and reasonable opportunity to vote and that the association can confirm the authenticity of each vote and that the unit owner is eligible to vote.

(5) Unless the organizational documents provide otherwise, an association is not required to hire a third party to administer a vote, but if a third party is hired, the association remains responsible for ensuring compliance with this chapter and the organizational documents.

(6) Eligible unit owners may nominate themselves or another eligible unit owner for election to the board or any other position elected by a vote of the unit owners unless the organizational documents provide otherwise.

Appendix 12: RCW 64.90.455 - Proxies

(1) Unless the organizational documents provide otherwise, an eligible unit owner entitled to vote at a meeting may authorize another person to act as a proxy for the unit owner by signing a written instrument that includes:

- (a) The unit owner's name and unit;
- (b) The name of the person authorized to act as proxy;
- (c) The meeting or matters for which the proxy is authorized; and
- (d) The date of the instrument.

(2) A proxy is revocable by the unit owner giving written notice to the association unless the organizational documents are provided otherwise.

(3) Unless the organizational documents provide otherwise, a proxy may be authorized for one or more meetings or matters to be voted on and remains valid for eleven months from the date of the instrument unless a shorter period is specified in the proxy.

(4) The board must adopt procedures to ensure that:

- (a) Proxies are distributed only to eligible unit owners;
- (b) One proxy is counted per allocated vote;
- (c) The authenticity and timely receipt of proxies can be confirmed; and
- (d) Eligible unit owners are given a fair and reasonable opportunity to grant a proxy.

(5) Unless the organizational documents prohibit, a person authorized as a proxy may grant a proxy to another person if the original proxy instrument allows it.

(6) The association may adopt additional procedures for proxies consistent with this chapter and the organizational documents, including procedures for electronic transmission of proxies if authorized by the board.

Appendix 13: RCW 64.90.525 - Budgets

(1) Within thirty days after adoption by the board of any proposed budget for the common interest community, the board must provide a copy of the budget to all unit owners and set a date for a meeting of the unit owners to consider ratification of the budget. The date of the meeting must be not less than fourteen nor more than sixty days after providing the budget to unit owners. Unless at that meeting a majority of all unit owners, or any larger vote specified in the organizational documents, reject the budget, the budget and any assessments based on that budget are ratified, whether or not a quorum is present. If the proposed budget is rejected, the budget last ratified by the unit owners continues until the unit owners ratify a subsequent budget proposed by the board.

(2) The proposed budget must include:

(a) A statement of the anticipated revenue and expenses for the period covered by the budget;

(b) The amount of any assessment to be imposed on each unit;

(c) The amount, if any, to be contributed to a reserve account and the reserve study upon which the contribution is based;

(d) A statement of any assumptions or projections used in preparing the budget, including assumptions or projections relating to anticipated changes in revenue or expenses; and

(e) Any other information the board considers relevant to unit owners' understanding of the budget.

(3) The board must provide a copy of the ratified budget to all unit owners within thirty days after ratification.

(4) Nothing in this section creates an obligation for an association to fund a particular level.



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SVCA BOARD RESOLUTION APPROVING THE N&E MANUAL

Whereas the Association’s Board of Directors ("Board") is charged by the Bylaws (Article III, C, Section 24) to promulgate such rules and regulations as it deems appropriate, and the Board is responsible for the affairs of the Association (Article III, C, Section 16);

Whereas the N&E shall publicize the openings for candidates to serve on the Board, N&E, ACC, and applicants to serve on the Finance Committee (Article V Section 3 (h)), and submit the names of all eligible candidates for inclusion on the ballot. (Article III, A, Section 3 (e)), supervise elections, (Article V Section 3 (i)&(j)), approve ballot forms (Article II, Section 7, (d) (i)), and submit a written report to the President of the Board detailing the results of the election (Article III, Section 3 (f)).

Whereas, it is in the interests of the Association and the membership to ensure properly conducted elections overseen by a neutral N&E Committee;

Therefore, it is now resolved that the Board adopt this Elections Manual (Rev. April 2025) as the official rules and procedures for elections. This manual supersedes all other Association election manuals.

Keith McLean, Sudden Valley Community Association President,	Dated
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Linda Bradley, Sudden Valley Community Association Secretary,	Dated
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Rob Gibbs, Nominations & Elections Committee Chair	, Dated
--	---------

Michael Wadsworth, Nominations & Elections Committee Secretary,	Dated
---	-------

Karen Borchert, Nominations & Elections Committee Member,	Dated
---	-------

Gail Chiarello, Nominations & Elections Committee Member,	Dated
---	-------



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EMPLOYEE HANDBOOK

Solutions for Your Success

Effective May 2025

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Sudden Valley Community Association

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Board Request Memo

To: SVCA Board of Directors

From: Linda Bradley, Document Review Committee Chair

Date: May 22, 2025

Subject: Rescind Board ACC Policies

Purpose: Rescind Current Board ACC Policies.

Background: The Document Review Committee last year began looking at Board Policies. Architectural Control at the same time was updating the ACC Manual. The Committee recommended that the Board policies be included in the updated manual to consolidate all ACC policies in one location. It was anticipated that the ACC Manual would be completed, and these policies could be rescinded. With the revision completed late in the year it was determined to have an effective date of January 1, 2025. The Committee now requests the listed policies be rescinded from the Board Policies.

ACC		
1998.01	1/19/98	Trees, Cutting/Limbing on SVCA Property
2001.06	07/23/01	GM Authority for ACC Recommendations
2006.03		Authorization For ACC Manager to Approve Basic Requests
2018.03	8/9/18	Contractor Hours of Operation for Construction & Construction Related Activities on Platted Lots

Motion: Move that the SVCA Board of Directors approve rescinding the listed ACC policies regarding ACC activities.

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____
Keith McLean, SVCA Board President

Turf								
Administration								
Finance	As of 5/14/25							
Golf								
Maint/Fac	Due to time constraints, this is as far as we have gotten.							
Rec								
Pending								

1. Managers have received lists of contracts with names
2. Morgan & Nicki have updated contract list, colored by department
3. Amounts & Terms have not been completely updated yet
4. The contract payment amounts will be reviewed in the General Ledger
- 5 amounts/Accounts will be updated
6. physical contracts will be collected and put into digital directory

Name of Contract	Renew in 2026	Description	Manager	Department	Type	Contract Term	Initiation	Initial Expiration
Great America Financial Services Corp vis Oasys	YES	Admin KONICA C454E	GM/Admin	OPS	Equipment	60 Month Lease with Fair Market Value Purchase Option at term or Lease renews month to month. Must provide 60 days notice.	5/2/2014	5/31/2019
Infinisource (Polestar Benefits)		Cafeteria Plan & COBRA Administration	GM/Admin	OPS	Benefits	Perpetual	12/11/2015	Perpetual
Lynden Tribune		IEWS Editing & Printing	GM/Admin	Administration	Administrative		4/25/2008	4/30/2020
Brivo (software-access cards)				Administration				
CSD (legal)		Legal Services	GM	Administration	Legal Services	As needed, no contract	Perpetual	Perpetual
Gaurdian Security				Administration				
Insurance Policies -Hub		Inland Marine	GM/Admin	Administration	Insurance	Annual	6/1/2025	5/31/2026
Insurance Policies -Hub		Gen'l liab	GM/Admin	Administration	Insurance	Annual	6/1/2024	5/31/2025
Insurance Policies -Hub		Comm Auto	GM/Admin	Administration	Insurance	Annual	6/1/2025	5/31/2026
Insurance Policies -Hub		Umbrella	GM/Admin	Administration	Insurance	Annual	6/1/2024	5/31/2025
Insurance Policies -Hub		D&O	GM/Admin	Administration	Insurance	Annual	7/30/2024	7/31/2025
Insurance Policies -Hub		Cyber	GM/Admin	Administration	Insurance	Annual	6/1/2024	5/31/2025
Isolved				Administration			4/8/2014	4/8/2019
Larson Gross - IT		IT Service Contract	Administration	Administration	Administrative	Perpetual with 60 day notice to terminate Base \$1650 + hourly rate for support	4/12/2016	Perpetual
Neopost		Postage Meter Rental	GM/Admin	OPS	Administrative	63 months	11/22/2016	2/22/2022
OneDigital (HR Services)				Administration				
Pacific Office Automation		Copier & supplies		Administration	Equipment	5 years	12/31/2023	12/1/2028
Pacific Security	YES	Security Guard Services	GM/Admin	SEC	Personnel	Annual with 30 day notice to terminate	1/1/2018	12/31/2018
Sanitary Service Company					Utilities			
Unilect (elections)				Administration			12/31/2014	1/31/2019
Crystal Springs		Water		Administration	Administrative			
PNW	YES	Construction Administration	GM/Mike B	Administration	Construction	perpetual		
DAF services		Pump station monitoring #14	Greg W	TURF	software			
Watervision 2.0		Pump station monitoring #17	Greg W	TURF	software		5/23/2024	5 yr subscription
Toro NSN	YES	Software	Greg W	TURF	Equipment	perpetual	8/16/2022	

ATG & Town Square		C3 Accounting Software Contract	Joel	Finance	Administrative	Perpetual with 90 day notice to terminate	2/8/2019	2/7/2022	
Comcast		Cable/ Phone	By Dept	By Dept	Communication				
Comcast Business		Business Trunk Service	By Dept	By Dept	Communication				
Dept of Natural Resources	yes	Aquatic Land Lease #20-A09745	Joel	Finance	Infrastructure	Perpetual - 12 yr term	11/1/2012	1/31/2026	
Larson Gross - Accounting		Audit & Tax Services	Joel	Finance	Finance	3 years- 2019/2020/2021 Audit	1/1/2020	12/31/2022	
Merchants Credit Association		Collections Activity	Joel	Finance	Administrative	Perpetual with 90 day notice to terminate	1/4/2019	Perpetual	
Money Soft		Fixed Asset Pro Annual Fee	Joel	Finance	Administrative	No contract, annual renewal fee	12/2/2016	Perpetual	
Smart Properties		Reserve Study	Joel	Finance	Finance	Engagement Letter Signed Annually	1/1/2016	NA	
Quadiant Lease									6/30/2021
Barron Heating & Air Conditioning, Inc	YES	Heating & AC: Library	Mike B	FAC	Infrastructure	Annual - with auto renewal for 1 yr on anniversary date	9/30/2016	9/30/2018	
Barron Heating & Air Conditioning, Inc	YES	Heating & AC: Clubhouse	Mike B	FAC	Infrastructure	Annual - with auto renewal for 1 yr on anniversary date	9/30/2016	9/30/2018	
Barron Heating & Air Conditioning, Inc	YES	Heating & AC: Dance Barn	Mike B	FAC	Infrastructure	Annual - with auto renewal for 1 yr on anniversary date	9/30/2016	9/30/2018	
Barron Heating & Air Conditioning, Inc	YES	Heating & AC: Golf Maint	Mike B	FAC	Infrastructure	Annual - with auto renewal for 1 yr on anniversary date	9/30/2016	9/30/2018	
Barron Heating & Air Conditioning, Inc	YES	Heating & AC: Welcome Center	Mike B	FAC	Infrastructure	annual			
Barron Heating & Air Conditioning, Inc	YES	Heating & AC: Maint	Mike B	FAC	Infrastructure	Annual - with auto renewal for 1 yr on anniversary date	9/30/2016	9/30/2018	
Cesco		Pool Maint	Mike B	Recreation	Infrastructure	Renew Annually	7/15/2018	9/16/2018	
Northwest Propane		Rental of 500 gal propane tank @ Area Z	Mike B	FAC	Equipment	Perpetual no contract	Perpetual	Perpetual	
Security Solutions	YES	Alarm Monitoring & Backflow	Mike B	FAC	Equipment	initial 36 month with 30 days notice, then autorenewal with 60 days notice SEE FEE SCHEDULE	6/17/2016	12/31/2019	
Bio Bug		Rodents, pests all facilities	Mike B	FAC	Infrastructure	initial 1 year with 30 day notice to terminate	10/6/2015	10/5/2016	
Nick's Nice & Neat Windows		Gutter Cleaning	Mike B	Fac			11/8/2024	11/8/2025	
Cybergolf, LLC	YES	Website Hosting, 3 Business sites	Kevin Le Duc	GOLF	Golf	30 days notice, auto 1 year renewals	1/9/2019	12/31/2019	
Golf Genius		Tournament Management Software	Kevin Le Duc	Golf				5/20/2025	
Club Prophet Systems		Golf Management Software	Kevin Le Duc	Golf					
Gallus Golf		Mobile App Hosting	Kevin Le Duc	Golf					
PriSwing		Dynamic Pricing Host	Kevin Le Duc	Golf					
Fitness machine technicians		Fitness Equipment Repairs Maint	Kyle	Recreation	Equip R&M-Service Agreement		1/1/2025	12/31/2025	
Adobe			GM/Admin	OPS	Administrative	Subscription Service			
Colonial Life	YES	Elective benefits	GM/Admin	Administration	Benefits				11/30/2019
Health Promotion Northwest	YES	Employee Assistance Program	GM/Admin	OPS	Benefits	Annually renews for 1 year, with 30 day notice to terminate	1/1/2016	12/31/2016	
Heston Towing		Towing/Impound Service	GM/Admin	SEC	Towing	Perpetual until written notice to terminate	4/12/2018	Perpetual	
HostGator		Website Hosting, 3 Business sites	GM/Admin	OPS	Administrative	Perpetual, Cancellation form required	10/18/2016	Perpetual	
IPS		Point of Sale Software	Kevin Le Duc	GOLF	POS	Perpetual, no contract			

	Maintenance Connection		Maintenance Software	Mike B	FAC	Equipment	30 days notice, auto 1 year renewals, includes Software and support services, and upgrades, offsite hosting	5/23/2017	5/22/2018
	MetLife	YES	Vision Insurance	GM/Admin	Administration	Benefits			11/30/2019
	Microsoft		Office Software Subscription	GM/Admin	OPS	Administrative	Subscription Service		
	Microsoft		Board Software Subscription	GM/Admin	OPS	Administrative	Subscription Service		
	Northwest Ecological		Monitoring Services for Mitigation Funds	GM/Admin	SEC	Administrative	2016 Culverts/ Louise Creek Culvert/ 2018 Culvert repairs	9/6/2018	1/1/2023
	Guardian Security		Sprinkler / Backflow / Alarm Test/ Keys	GM/Admin	SEC	Equipment	initial 1 year term, 30 days notice to terminate. SEE FEE SCHEDULE	1/19/2015	1/18/2016
	Thyssenkrupp Elevator Corp		Elevator Maintenance Support	Mike B	FAC	Infrastructure	10 year non-negotiable	5/31/2013	5/31/2023
	uAccept		Point of Sale Software	GM/Admin	OPS	POS			
	VGM Club	YES	Discount Program	Mike B	TURF	Administrative	Automatic Annual Renewal	4/5/2016	4/1/2019



Sudden Valley Community Association

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APPROVAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors

From: Michael Bennett, General Manager

Date: April 24, 2025

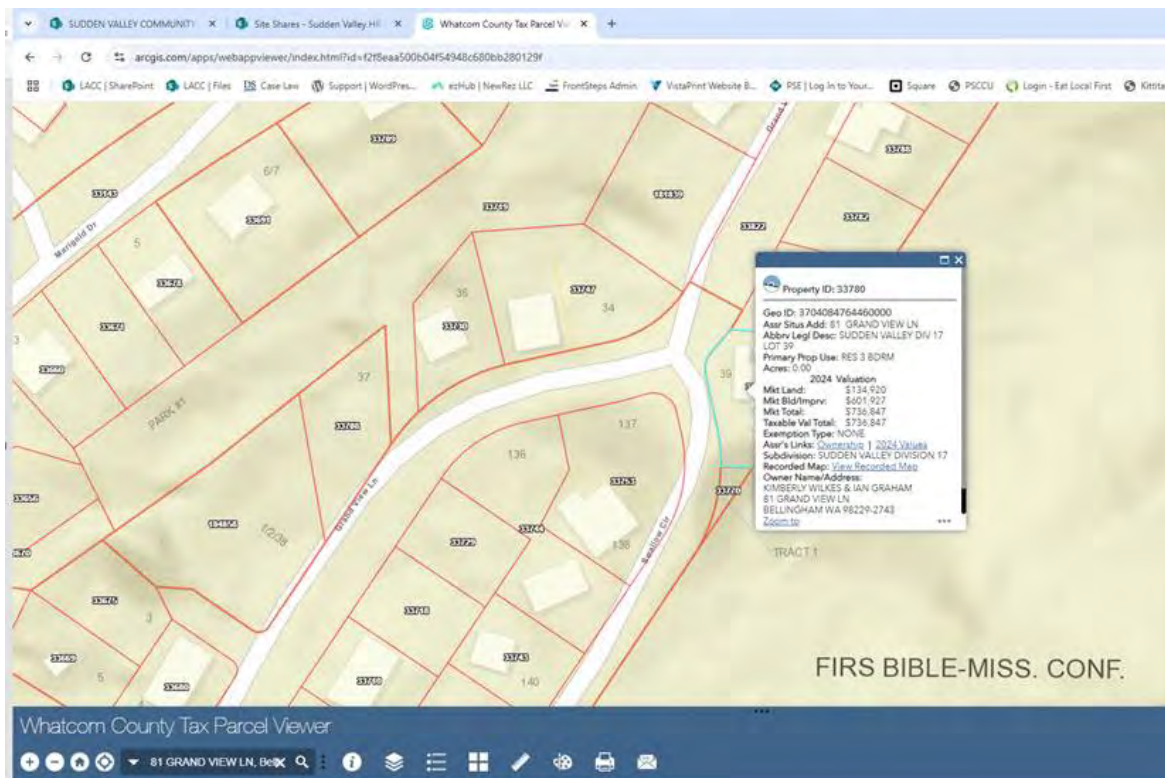
Subject: Approval Request – Sale of Parcel 33770

Purpose

To request Board approval of owner Ian Graham’s request to purchase a small SVCA parcel (33770-“Tract 1” on the Plat Map below) adjoining his built property at 81 Grand View Lane.

Background

The owner of 81 Grand View (Ian Graham) is asking to acquire the tiny triangular sliver of SVCA land (Whatcom County Parcel ID 33770 – approximately 717 sq. ft.) adjacent to his property to help maintain his property, care for the trees on the SVCA land, and improve the function in rainy weather of his home’s stormwater retention and treatment system. He said the previous SVCA General Manager, JoAnne, conferred with legal counsel in September 2024 and planned to bring this to the board for consideration. The current GM has conferred with Attorney Richard Davis to provide the Board with further information to consider Mr. Graham’s request.



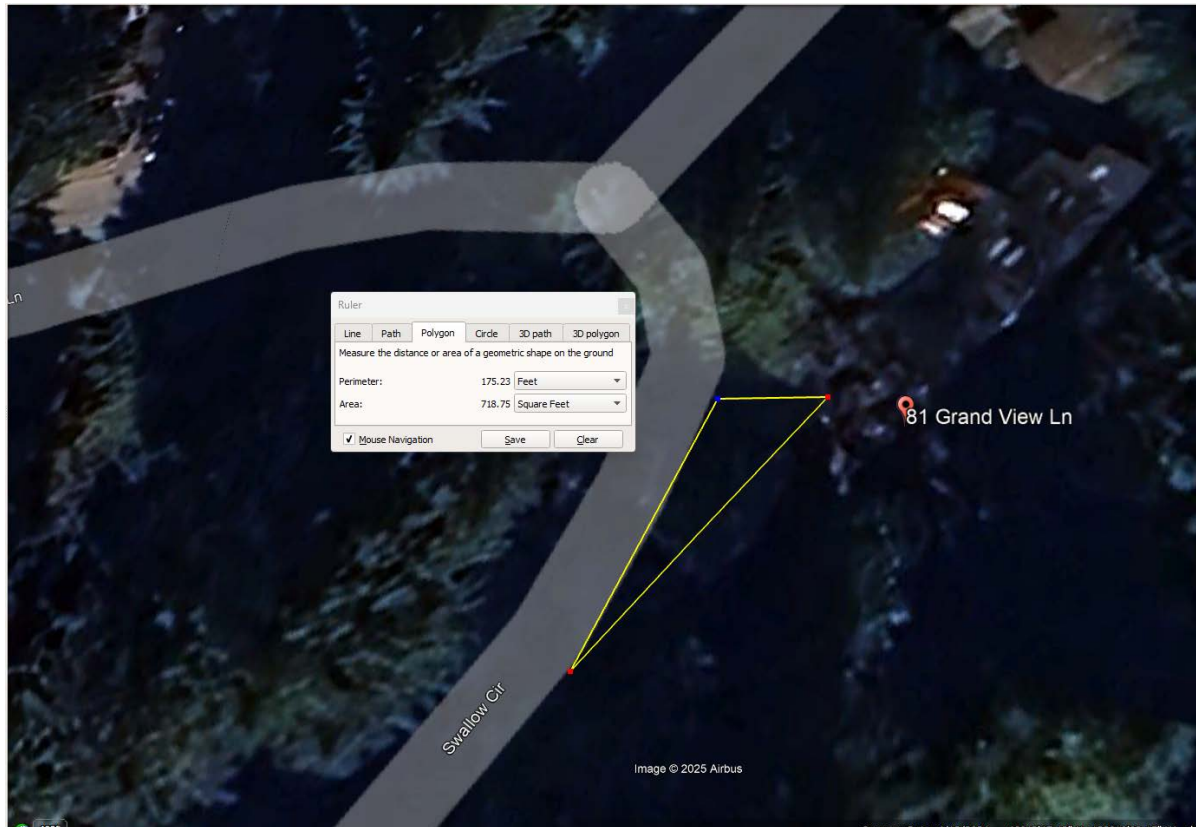


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Analysis

Ian Graham has submitted a request to the Board seeking approval to purchase a specific Association-owned lot. The lot is not encumbered by density reduction restrictions or trust designations.

According to SVCA attorney, Richard Davis (see 04.07.25 Email): ***“The title company did not locate anything that would restrict SVCA’s right to convey title to this parcel to the neighbor. The last thing to check would be board of director resolutions. When I took over representation of SVCA, the outgoing attorney (Phil Sharpe) advised me that the designation of trust properties has been made on a case by case basis by the board. Evidence of the board’s action in that respect is usually contained in a resolution. If your staff is unable to find a resolution that places this small parcel in trust, the Board is free to sell it to the neighboring owner.*”**

“If the Board did not want to sell the parcel but wanted to assist the neighbor, SVCA could enter into an easement agreement that would allow SVCA to retain title while allowing the owner to perform landscaping and certain other work on the triangular parcel that was approved by SVCA.”

The GM and staff searched the SVCA Resolution and Policy archives and found no Resolution(s) placing this parcel in trust.



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1. Legal Authority

According to the August 6, 2013, legal memorandum from Chmelik Sitkin & Davis (the “Brown Memo”):

- The SVCA Board of Directors is empowered to acquire and sell real property under the Association’s Articles of Incorporation and Bylaws, provided the property is not held in trust for the benefit of all members.
- Properties not acquired as part of the 1993 or 2007 Density Reduction Program and not encumbered with development restrictions may be sold without a membership vote.
- The Board’s authority to sell such lots remains intact and is not overridden by the results of the 2007 advisory resolution, which failed to pass and was non-binding.

2. Policy Compliance

Per the 2003-4 Sale of SVCA Assets Policy:

“All net proceeds after applicable expenses from the sale of SVCA Assets shall be deposited in appropriate reserve account(s) and accounted for based on source.”

The proposed sale aligns with this policy. If approved, all net proceeds will be deposited into the appropriate reserve account in accordance with SVCA policy and financial practices.

Per the 2002-1 Lot Sales Policy:

Sudden Valley Community Association may sell SVCA-owned lots on a case-by-case basis. Lot sales will be accomplished either through the SVCA General Manager or a designated Realtor, which will be determined by the Board. All sales will comply with the provisions established below:

- The Board shall determine lot pricing with input from Staff and/or Realtor
- The GM is empowered to negotiate all purchase and sale agreements. The Board may provide guidance during negotiations.
- The final purchase and sale agreements for the sale of SVCA owned lots must be approved by the Executive Committee and signed and/or initialed by two members of the Executive Committee.
- Any fees to be paid by SVCA for the sale of a SVCA lot will be settled at closing from the lot sale proceeds.



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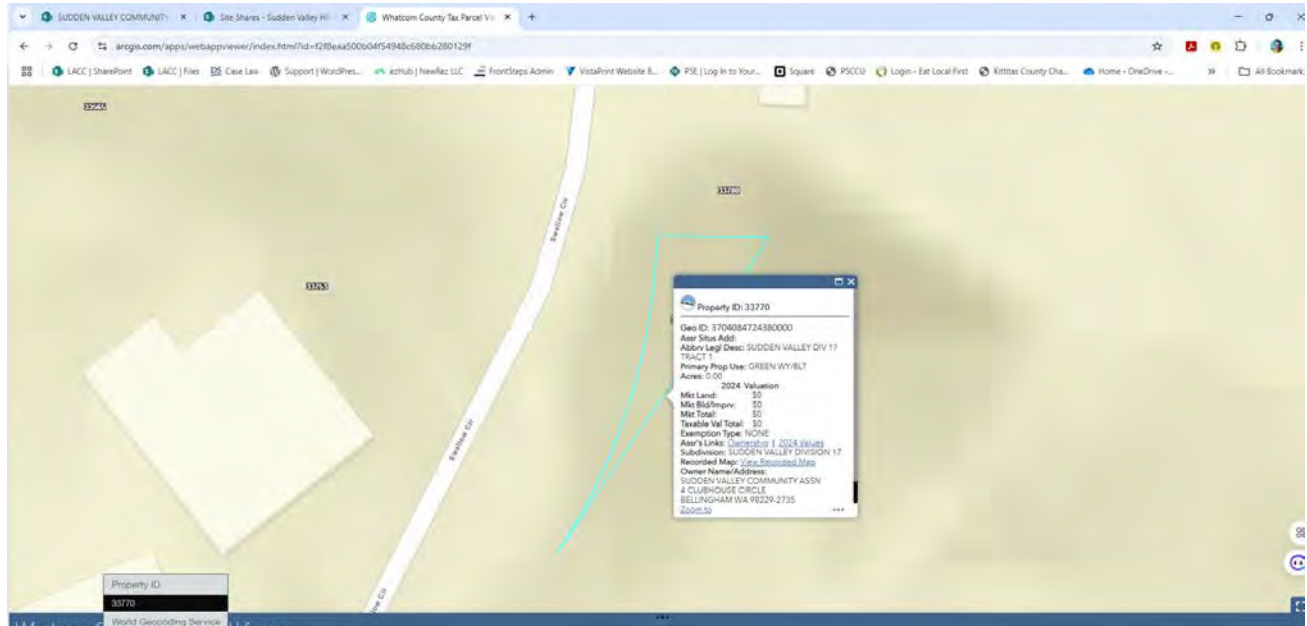
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- Any and all proceeds from a lot sale will be placed in the Area W/Density Reduction Fund.
- SVCA owned lots will not be sold to any individual who is directly involved with the sale of the lots, nor shall any lot be sold to any SVCA property owner not in good standing.

3. Community & Financial Impact

Selling the lot at fair market value:

- Assists an SVCA member to help maintain his property, maintain the parcel and care for the trees on the land, and improve the function of his home's stormwater retention and treatment system in rainy weather.
- Supports community reinvestment by transferring an underutilized asset into private ownership.
- Help maintain financial sustainability by reducing Association liability and maintenance costs (e.g. hazard trees, firewise fuel clearing).





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Request

Request that the Board of Directors authorize staff to facilitate Ian Graham’s request to purchase the identified Association-owned lot (33770-“Tract 1” on Plat Map above) at fair market value, based upon a “Broker’s Opinion of Value”, contingent upon the buyer paying all costs related to the sale and confirmation that the lot is unrestricted and not held in trust, and that the proceeds be allocated in accordance with the 2003-4 Sale of SVCA Assets Policy or 2002-1 Lot Sale Policy.

Motion

Move that the Board approve Ian Graham’s request to purchase the identified Association-owned lot at fair market value, contingent upon Mr. Graham paying all costs related to this sale, and staff confirmation that the lot is unrestricted and not held in trust, and further contingent upon completing a standard sales agreement. All net proceeds from the sale shall be deposited into the appropriate account, under SVCA Policy 2003-4 or 2002-1.

Approval

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____
Keith McLean, SVCA Board President

MEMORANDUM

TO: LARRY BROWN
SUDDEN VALLEY
COMMUNITY ASSOCIATION

DATE: AUGUST 6, 2013

FROM: RICHARD A. DAVIS III
SETH A. WOOLSON



RE: SVCA – BOARD OF DIRECTORS' POWERS TO SELL LOTS

I. FACTS

A. General Board Powers to Acquire and Sell Real Property.

The Sudden Valley Community Association (“Association”), by and through its Board of Directors (“Board”), is authorized to acquire and sell real property. That authority is derived from its governing documents and state law. Specifically, the Association’s Articles of Incorporation and Bylaws grant the Association power to “purchase, take, receive, lease, take by gift, devise or bequest, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, wherever situated.” Articles of Incorporation, Article IV; Bylaws Article III, Section 16; and RCW 24.03.035(4).

The only restriction on this general authority is that the Association cannot sell real property “held in trust by it for the benefit of all lot and condominium owners.”¹ Articles of Incorporation, Article IV.

B. 1993 Annual General Meeting Density Reduction Vote.²

In the early 1990’s, the Board began discussing ways to reduce the potential development density at Sudden Valley. To that end, the Board directed its Long Range Planning Commission (“Planning Commission”) to recommend measures that could be employed to

¹ Initially, we were not in possession of any foundational documents detailing what properties constitute “trust properties.” We contacted Phil Sharpe to obtain some historical background. Mr. Sharpe explained that the designation of trust properties has been made on a case by case basis by the Board. When the class action lawsuit was resolved, the Board decided at that time which properties would be held in trust. Initially, all trust properties were titled in the name of SVCA Properties, Inc., a subsidiary of SVCA. This provided a helpful tool in determining whether a property was held in trust. However, Mr. Sharpe explained that this subsidiary was dissolved at some point, leaving all properties under the ownership of SVCA. Accordingly, since nothing on the face of the deeds to the properties indicates that they are held in trust, one must resort to reviewing the Board resolutions to determine whether a particular parcel is held in trust.

² The vast majority of the factual information in this memorandum comes from the report titled The History of Density Reduction in Sudden Valley and its attached documents including Board meeting minutes and AGM voting records. Notably, that report, while thorough, does not attach all AGM meeting minutes or full copies of Board meeting minutes. This memorandum should be reevaluated and updated if information relevant to this issue is found in the Association’s historic records that were not included in the density reduction report presented to, and relied on by, our office.

prevent Sudden Valley from being developed to the full density allowed under the established zoning and lot configurations. In the months leading up to the 1993 Annual General Meeting ("AGM"), the Planning Commission proposed five different measures which, if implemented, would help reduce density. It is clear that the Board viewed the measures as advisory and non-binding in nature. This is reflected in the minutes of a special Board meeting held on September 27, 1993 which state:

DENSITY REDUCTION

Geoff Walsh reviewed the recommendations of the Long Range planning committee that if approved by the property owners would give directions **(albeit non-binding)** to the Board. (Bold added.)

A pamphlet discussing the proposed density reduction measures, and their potential impact on Sudden Valley, was distributed to the property owners prior to the 1993 AGM. That pamphlet likewise indicates that the membership vote was to provide direction to the Board. That pamphlet states, in part:

The average lot size in Sudden Valley is small, just over 6,000 square feet. The Valley has about 4400 lots. So far only about 1,200 lots are developed with homes, excluding the condominiums. Although there still appears to be lots of green space and trees, most of these trees and green space belong to vacant lot owners. If all the vacant lots are developed, Sudden Valley's natural setting disappears. It becomes just another large suburb with smaller than average lots.

Most people want to retain the "undevelopment" theme of SV because this was what attracted them here in the first place.

If you want to help keep our natural setting, you need to consider seriously the density reduction proposals put forward by the board at the annual meeting this November.

The basic theme of these proposals is to reduce the number of lots which will be eventually developed. The strategy is to keep these lots as green space or encourage their consolidation with other lots to create larger lots.

It will cost money to acquire lots from current owners.

A reduced number of lots will mean that dues to support SVCA's annual budget will be paid by a smaller number of property owners. This will likely result in a need to increase annual dues.

Property owners will be asked to vote on 5 density reduction proposals in November. **The result of this vote will provide specific direction to the Board to proceed or not with density reduction plans.** The paragraphs

below list each proposal and explains the impact of your support of each of them. (Bold added.)

Notably, neither the Board minutes nor the pamphlet indicate that the density reduction vote was a binding limitation on the Board or otherwise amended the Bylaws or Articles.

One of the density reduction measures voted on by the membership provided that an unlimited number of lots can be joined together through the Association's lot line erasure/consolidation process. Another of the density reduction measures read as follows:

That SVCA acquire vacant lots through purchase, donation, foreclosure, tax sales, and the quit claim process and further that lots acquired will either be sold to individual property owners at fair market value to be joined to an existing lot through lot line erasure or they will be turned into green space, either to be left in a natural state or to [be] used as parks, but never developed for residential/commercial purposes.

The membership approved all five density reduction measures at the 1993 AGM.

C. Density Reduction Implementation.

Following the 1993 AGM, the Board took steps to accomplish density reduction in Sudden Valley. At some point, the Board established a goal for the density reduction program to remove 1,400 lots from the developable inventory at Sudden Valley. Various sources indicate the Board may have established this goal in or about 1999.

The Board adopted policies encouraging reduction in lots through the lot line erasure process and began acquiring lots as part of the density reduction program through tax foreclosure sales and other methods. Lots acquired by the Association as density reduction lots were encumbered with covenants permanently preventing them from being developed for residential or commercial purposes. These lots were likewise reclassified with the Whatcom County Assessor's office such that they no longer carried a tax obligation.

At the same time, the Board continued to acquire lots outside of the density reduction program, e.g., tax sales and quitclaim deeds in lieu of foreclosure. These lots were not encumbered with covenants not to build, were not removed from the Association's tax rolls and, in many instances, were sold on the open market by the Association.

D. 2007 Annual General Meeting Density Reduction Vote.

The Association continued acquiring both density reduction and non-density reduction lots, and treating the two types of properties distinctly, for almost fifteen years. As the 2007 AGM approached, the Association had reached the Board's established goal of 1,400³ lots removed from development through the density reduction program.

³ Approximately 740 lots acquired and encumbered by the Association and 660 lot line erasures/consolidations granted to members.

At the 2007 AGM, the Board, apparently on the advice of legal counsel, sought membership approval to cease density reduction efforts and to sell unencumbered lots which were not acquired as part of the density reduction program. The following measure was put before the membership at the 2007 AGM:

MEASURE #3

Having reached its density reduction goal of 1,400 lots, the Board of Directors is authorized to sell or trade, at fair market value, unrestricted lots which are not needed for density reduction or other association purposes.

History:

At the 1993 AGM the members adopted a density reduction plan and directed that lots acquired by the SVCA be either held as permanent greenspace or sold to adjacent owners and merged. This resolution was not specifically limited to the density reduction lots. The fact that SVCA has been selling unrestricted lots on the open market since 1993 makes it clear that it was intended that the requirements for the lots to be sold to adjacent owners or held as greenspace applied only to the density reduction lots. The Strategic Plan adopted in 1999 provided for the use of the proceeds of the sale of lots to replace the dues lost when properties were foreclosed or donated to the Association.

To clarify the situation with respect to sale of lots owned by the SVCA other than restricted lots held for density reduction purposes the following resolution is proposed.

Resolution:

Resolved that having reached its density reduction goal of 1,400 lots, the board of Directors is authorized to sell or trade, at fair market value, unrestricted lots which are not needed for density reduction or other association purposes. The proceeds from the sale of such lots shall be placed in the appropriate capital account and shall be expended for capital purposes only. (Bold original.)

This resolution failed to pass, receiving only 36% approval from the voting membership.

E. Association Lot Ownership After 2007 AGM.

Since the resolution clarifying the density reduction program was rejected by the membership at the 2007 AGM, the Association has not sold any of its unencumbered lot inventory.

Currently, the Association owns sixty-eight (68) buildable lots which are not encumbered by a covenant not to build and were not acquired as part of the density reduction program.

II. QUESTIONS AND SHORT ANSWERS

(1) *Does the Board have authority to sell properties acquired outside of the density reduction program?* In all likelihood, yes. The Association's governing documents grant the Board authority to acquire and sell real property. That authority can only be restricted through a validly adopted amendment of the Bylaws and/or Articles of Incorporation. The density reduction measures voted on by the membership in 1993 and 2007 appear to have been advisory measures which would not legally restrict the Board's underlying authority to acquire or sell property. Accordingly, in all likelihood the Board has authority to sell the buildable lots in its inventory which were not acquired through the density reduction program without approval of the membership.

(2) *What are the potential consequences if the Board sells non-density reduction lots without membership approval?* While the Board has authority to sell the non-density reduction lots without membership approval, the issue could have political impacts. Further, because the 2007 measure was rejected, a member or members, may try to challenge the Board's authority to sell such lots.

III. DISCUSSION

A. The Association's Authority to Acquire and Sell Property.

As discussed in Section I(A), above, the Board has the general power to acquire and sell property. The only limit to that authority contained in the Association's governing documents is a restriction from selling those properties held in trust for the benefit of its members (examples of trust properties include common areas, golf course, marina, etc.).

This underlying Board power to acquire and sell property would have permitted the Board to pursue density reduction without the membership's approval at the 1993 AGM. Presumably, the 1993 Board put the issue to the membership because it did not want to undertake such an extensive land acquisition strategy which would drive up dues on the remaining lots without input from its members. This is evidenced by the Board meetings which indicate that the vote was advisory in nature; i.e. while the Board would not be bound by the membership's vote, the Board wanted direction from the membership on how to proceed.

B. Legal Effect of the 1993 AGM Density Reduction Measures.

Because the Board's authority to acquire and sell non-trust property is granted in the Association's Articles of Incorporations and Bylaws, the only way the membership can restrict that authority is through an amendment to the Articles and/or the Bylaws. The Articles can only be amended after i) the Board adopts a resolution proposing the amendment, ii) a summary of the amendment is distributed to the membership, and iii) 2/3 of

the voting membership approves the amendment at the AGM or a special meeting. RCW 24.03.165. The Bylaws require a similar 2/3 approval of the voting membership at the AGM or a special meeting after proper advance notice of the proposed amendment. Bylaws Article VI, Section 5.

The Board meeting minutes we reviewed for this memorandum, which did not include minutes from the 1993 AGM, indicate that the density reduction measures were forwarded as non-binding advisory votes and not as formal amendments to the Articles or the Bylaws. Assuming that our understanding is correct, then the membership's approval of the density reduction measures would not have restricted the Board's underlying authority to acquire and sell non-trust real property, such as lots acquired in lieu of foreclosure for overdue assessments. On the other hand, it appears that the properties acquired as part of the density reduction program were acquired with the intent that they be held in trust for the benefit of all property owners (i.e., reducing density) since they were encumbered with restrictive covenants; the Board would not have authority to sell those density reduction lots.

The Board recognized this distinction between density reduction properties and non-density reduction properties, as evidenced by the Board's history of selling buildable lots which were not acquired as part of the density reduction program.

C. Legal Effect of the 2007 AGM Density Reduction Measures.

Like the 1993 AGM density reduction vote, the 2007 AGM density reduction vote was not put forward as an amendment to the Articles or the Bylaws. The 2007 density reduction measure was put forward as a resolution for the membership to vote on. This resolution, like the 1993 density reduction measures, would be insufficient to restrict the Board's underlying authority to acquire and sell real property and is, therefore, advisory in nature only.

Because the membership votes in 1993 and 2007 were advisory only, the Board's powers to acquire and sell real property as set forth in the Articles and Bylaws are the same today as they were before the first density reduction vote. This includes the authority to acquire lots in lieu of foreclosure when a member becomes delinquent on their assessments and to sell those lots on the open market. The Board has this authority without needing any further approval from the membership.

D. Potential for Legal Challenge to Board's Power to Sell Lots.

While our analysis indicates that the Board has authority to sell the non-trust buildable lots without membership approval, the issue could be very political for the Board. And, it is further possible that a member or group of members would file a lawsuit challenging that authority in the event the Board sells such property without obtaining membership approval. It is impossible to predict with absolute certainty how a Court would rule on such a challenge, but for the reasons discussed above we believe the Court would likely determine the Board has authority to sell its non-trust properties.

If a Court was inclined to view the 1993 and/or 2007 density reduction measures as a restriction on the Board's power to sell real property, the Board could argue that the measures are ambiguous and should not be interpreted to apply to all Association property acquisitions. Arguably, that measure does not apply to all property acquired by the Association, but rather just to those properties acquired with the intent to be part of the density reduction program. Additionally, the Board could argue that the provision is not specific enough and required reasonable Board interpretation and application, which the Board consistently did from 1993 going forward when it treated lots acquired for density reduction differently than lots acquired in lieu of foreclosure. These arguments would further strengthen the Board's chance of a successful outcome if a member or members challenged the Board's sale of non-trust properties.

E. Additional Vote of the Membership on the Density Reduction Program.

While it is our opinion that the Board has authority to sell the non-trust lots without membership approval, the Board has a business decision to make. The Board will want to weigh the potential political effects (and potential cost) of a legal challenge before deciding whether to once again try to obtain membership approval to sell non-restricted lots.

If the Board decides to present the issue to the membership, any vote on this issue should clearly indicate i) that the vote is to provide guidance to the Board, ii) that the vote is not binding, and iii) that the Board retains all authorities expressly set forth in its governing documents. Additionally, a key component for any such vote would be educating the membership on the issue. The Board would want to engage in extensive outreach to try and obtain membership support for the Board's disposal of the non-trust properties. The membership should be fully apprised that if the Association does not sell the 68 developable lots, or any future lots obtained through (or in lieu of) the foreclosure process, the number of dues-paying lots will continue to decline which will result in higher dues for the remaining lots.

IV. CONCLUSION

It is our view that the Board retained its authority to acquire and sell non-trust properties despite the density reduction measures voted on by the membership in 1993 and 2007. The Board may still choose, however, to refrain from selling the 68 buildable lots acquired outside of the density reduction program without membership approval either out of an effort to garner community consensus and/or avoid potential litigation.

Please let us know if you have any follow up questions.

Rich

Policy No. 2003-4

Date: March 24 Board
Page: 6
Subject: Sale of SVCA Assets Policy

POLICY:

SVCA Board of Directors approved the Sale of SVCA Assets Policy to read as follows:

All net proceeds after applicable expenses from the sale of SVCA Assets shall be deposited in appropriated reserve accounts and account for on the basis of source.

Canceled/Superseded

Date: Attachments
By: Policy No.(s)

Date: February 4 Board
Page: 9
Subject: Lot Sales

Sudden Valley Community Association may sell SVCA owned lots on a case-by-case basis. Lot sales will be accomplished either through SVCA General Manager or a designated Realtor, which will be determined by the Board. All sales will comply with the provisions established below:

- The Board shall determine lot pricing with input from Staff and/or Realtor
 - The GM is empowered to negotiate all purchase and sale agreements. The Board may provide guidance during negotiations.
 - The final purchase and sale agreements for the sale of SVCA owned lots must be approved by the Executive Committee and signed and/or initialed by two members of the Executive Committee.
 - Any fees to be paid by SVCA for the sale of a SVCA lot will be settled at closing from the lot sale proceeds.
 - Any and all proceeds from a lot sale will be placed in the Area W/Density Reduction Fund.
 - SVCA owned lots will not be sold to any individual who is directly involved with the sale of the lots, nor shall any lot be sold to any SVCA property owner not in good standing.
-

Canceled/Superseded Date: September 8, 2001

By: Policy No.(s) 2001-8



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors

From: Michael Bennett, General Manager

Date: May 22, 2025

Subject: Capital Request – 2025 Austin Creek Bank Repair Design & Permitting

Purpose

To request capital funding to complete design and permitting for the repair of the sloughing Austin Creek bank adjacent to the Recreation Corridor’s “Barnview” community garden and SVCA Golf Course.

Background

The November 2021 flood event sloughed off a large section of the Austin Creek bank near the Recreation Corridor community garden. In January 2023, the SVCA Board authorized design and permitting for this location and three others on Austin Creek (Capital Code 9723.04). Impact Design was retained to complete preliminary work and coordinate with Whatcom County.

A subsequent meeting with Whatcom County in September 2023 revealed that the permitting process would require significantly more design work than originally anticipated. Given that vegetation had since reestablished and no further changes were observed at the sites, the project was paused in January 2024.

Following heavy rainfall in November 2024, the Turf Care Superintendent, Greg Wadden, reported additional erosion. Upon review, the failure now presents a steep drop-off directly adjacent to a frequently used path to the community garden. Continued erosion threatens both trail access and the garden area itself.

Analysis

This request proposes hiring Chinook Engineering to perform design and permitting work. Chinook previously worked with SVCA on the successful 2022 8th Hole Bridge replacement and can leverage that data for cost efficiencies. PNW Services, Inc. will manage oversight and permitting coordination.

Cost Breakdown:

\$18,000.00 – Chinook Engineering: Design, alternatives analysis, hydraulic modeling (HEC-RAS), and 60% and 100% construction drawings. Chinook will explore using a Fisheries Habitat



Sudden Valley Community Association

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4 Clubhouse Circle Bellingham, WA 98229

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Enhancement Project (FHEP) approach for permitting to reduce costs. (Estimate #24488 attached)

- \$1,620.00 – PNW Services, Inc.: 12 hours for coordination, design oversight, and County liaison.
- \$3,000.00 – Permit fee allowance with Whatcom County.
- \$22,620.00 – Subtotal
- \$2,262.00 – 10% Contingency
- \$24,882.00 – Total Capital Request

Upon completion of the design phase, SVCA will return to the Board with a detailed construction estimate and request for implementation funding.

Proposal

Authorize \$24,882.00 from CRRRF to complete design and permitting to repair the failing Austin Creek bank located next to the Recreation Corridor community garden.

Request 1

Request \$24,882.00 from CRRRF for the 2025 Austin Creek Bank Repair Design & Permitting project per the breakdown above.

Request 2

Request that the SVCA BOD authorize the General Manager to execute Chinook Engineering’s proposal dated January 30, 2025, for \$18,000.00.

Motion 1

Move that the Board of Directors approve the allocation of \$24,882.00 from CRRRF for the 2025 Austin Creek Bank Repair Design & Permitting project.

Motion 2

Move that the Board of Directors authorize the General Manager to execute Chinook Engineering’s proposal dated January 30, 2025 in the amount of \$18,000.00.

Finance Committee Review

Motion 1

Approved: _____ Not Approved: _____ Finance Committee



Sudden Valley Community Association

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4 Clubhouse Circle Bellingham, WA 98229

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Motion 2

Approved: _____ Not Approved: _____ Finance Committee

Board of Directors Approval

Motion 1

Approved: _____ Not Approved: _____ SVCA Board of Directors

Motion 2

Approved: _____ Not Approved: _____ SVCA Board of Directors

Chinook Engineering
 860 Windrose Drive
 Coupeville, WA 98239
 360.672.5528



Community Association
 Sudden Valley Community Association
 4 Clubhouse Circle
 Bellingham, WA 98229

Estimate Number 24488
 Estimate Date 01/30/2025

Description	Rate	Qty	Line Total
25488 Lower Austin Creek SVCA Bank Stabilization with LWM and FHEP Approach	\$18,000.00	1	\$18,000.00
Fisheries Engineering Project to include Feasibility, Alternatives, drawings and construction cost estimate to the 60%, and 100% stages of completion. The 60% stage will be discussed with WDFW and assumes that a Fisheries Habitat Enhancement Project will be the method for Permitting the project for the HPA. A FHEP sponsor such as Nooksack Fisheries Enhancement Group or Tribes or other qualified 501C3 Entity will need to sponsor the work as per the RCW.	\$0.00	1	\$0.00
<p>We anticipate that the Fee associated with this estimate is adequate to complete the project with Whatcom County permitting and where the FHEP process is not followed by the County. The FHEP process will provide a significant savings in fee if it is allowed.</p> <p>That Scope will need to be determined when the project is proposed for permitting.</p>			
Fisheries Engineering We anticipate the preparation of 9 drawings showing existing and proposed site plan, stream profile, Sections and details of LWM log installations with log piles or chained rock flotation resistant anchors.	\$0.00	1	\$0.00
Meetings We anticipate that the Whatcom may drag the permitting process out to include SEPA and not accept the streamlined FHEP process as stipulated in the RCW 77.55.181 (1)(c)(vii).	\$0.00	1	\$0.00
Hydraulic Modeling HECRAS Use USCOE HECRAS model to determine water surface elevations. This is include in our work. We are familiar with the flow regimes of Austin Creek. This Fee Estimate excludes any Flood Zero Rise Memorandums That may arise from Whatcom County requests.	\$0.00	1	\$0.00

Subtotal 18,000.00

Tax

0.00

Estimate Total (USD)

\$18,000.00

[Notes](#)

Please Sign and return to Chinook Engineering by email if this meets with your approval.

[Terms](#)

As invoiced monthly.



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Michael Bennett, General Manager
Date: April 24th, 2025
Subject: Capital Request – Turf Care Building Remodel

Purpose

To request funding for the Turf Care Building Remodel project.

Background

The Turf Care Building Remodel project has been split into three projects:

- SVCA Capital Code 9724.01 remodeled the HVAC.
- SVCA Capital Code 9724.012 designed and permitted the overall remodel project that is now being proposed.
- SVCA's 2025 capital budget includes \$141,993.00 in available funds to complete the permitted remodel proposed.

Analysis

The 2025 budget of \$141,993.00 includes roof and gutter replacements totaling \$25,208.00. Staff has reviewed these two items, and it is recommended that they be delayed for at least another year, as the current condition doesn't warrant replacement at this time. Staff would like to reevaluate in a year and continue pushing this out until the time is necessary. This leaves a construction budget of \$116,785.00.

Attached are the permitted drawings for the proposed remodel. The main scopes include:

- A bathroom remodel to meet ADA standards is required.
- Reconfiguring and updating the Drying Room and Break Room. The reconfiguration is required to accommodate bringing the bathroom up to ADA standards.
- Miscellaneous improvements to the building include exterior painting, garage door improvements, wash down pad improvements, electrical improvements, and ventilation improvements.

Upon funding approval, the project will be issued for bids and returned to the BOD for contract award. The contract award capital request will include allowances for Architect support and construction management, but this project is primarily assumed to be managed by the Turf Care Superintendent.

Proposal

Authorize \$116,785.00 from CRRRF to complete the Turf Care Building Remodel project.



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Request

Request \$116,785.00 from CRRRF to complete the Turf Care Building Remodel project.

Motion

Move that the SVCA Board of Directors approve the allocation of \$116,785.00 from CRRRF for the Turf Care Building Remodel project.

Finance Committee Approval

Motion

Approved: _____ Not Approved: _____ Finance Committee

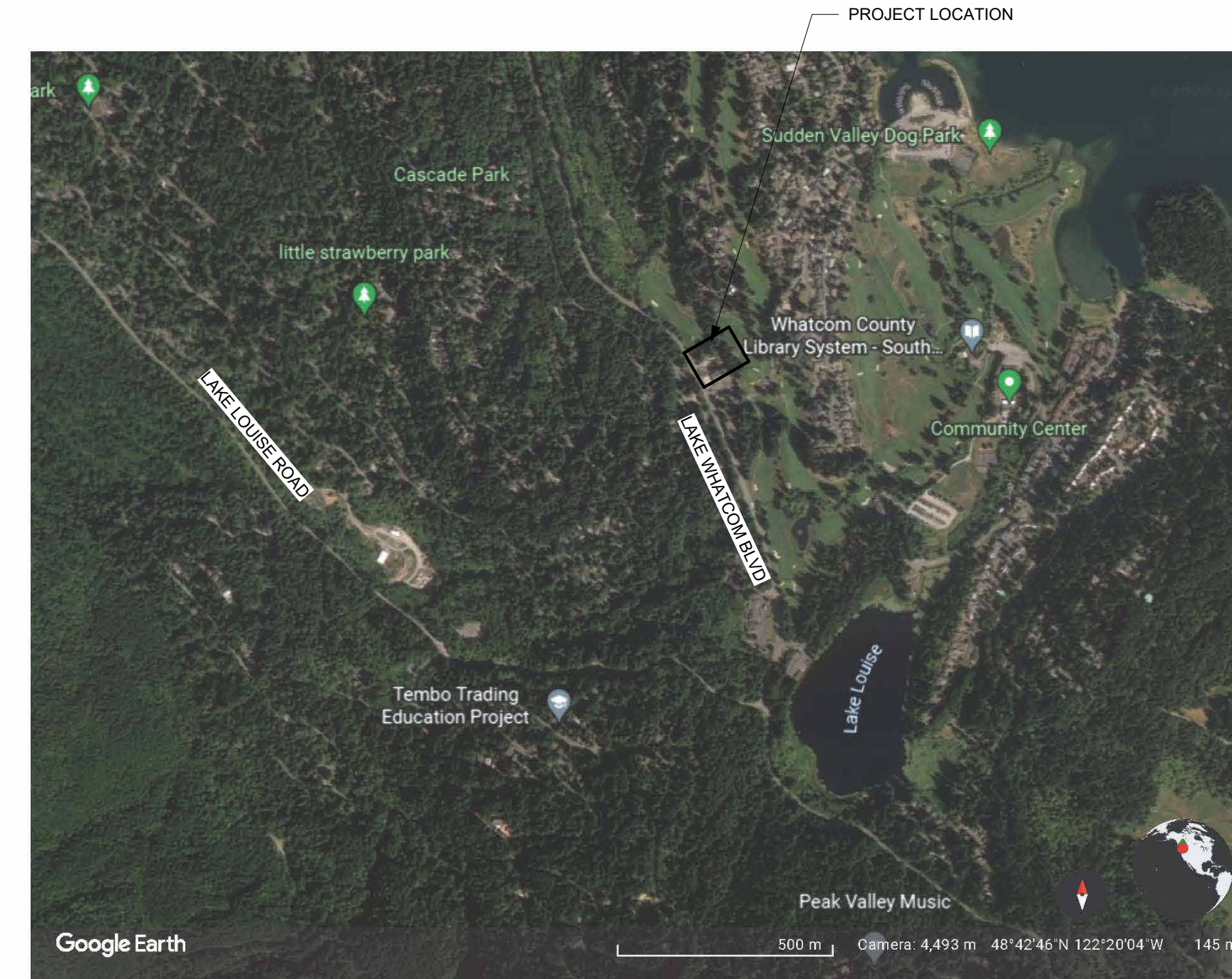
Board of Directors Approval

Motion

Approved: _____ Not Approved: _____ SVCA Board of Directors

APPROVED PLANS SHALL BE KEPT ON SITE OF THE BUILDING OR WORK AT ALL TIMES DURING WHICH WORK IS AUTHORIZED. IBC SEC.107

Pre-Construction Meeting Req'd Prior to Construction
All Inspection requests call inspection hotline at (360)778-5902 prior to 6pm



VICINITY MAP



Sarah Brown
ARCHITECTURE + DESIGN
3222 EAGLERIDGE WAY, BELLINGHAM, WA 98226
(360) 778-5902
SARAH@SARAHBROWND.COM



ARCHITECTURAL ABBREVIATIONS

(2021 version)

ABV	ABOVE	ID	INSIDE DIMENSION
AFF	ABOVE FINISH FLOOR	INSUL	INSULATION
AC TILE	ACOUSTICAL TILE	INT	INTERIOR
ASC	ACOUSTICAL SUSPENDED CEILING	JNT	JOINT
ACT	ACTUAL	LVL	LEVEL
AL	ALUMINUM	L	LONG LINE
ARCH	ARCHITECTURE	LAV	LAVATORY
A TILE	ASPHALT TILE	LIN	LINOLEUM
AVG	AVERAGE	LT	LIGHT
BFF	BOTTOM FINISH FLOOR	MAR	MARBLE
BLKG	BLOCKING	MO	MASONRY OPENING
BR	BRICK	MFR	MANUFACTURE
BOS	BOTTOM OF STRUCTURE	MATL	MATERIAL
CPT	CARPET	MAX	MAXIMUM
CI	CAST IRON	MECH	MECHANICAL
CLG	CEILING	MTL	METAL
CL	CENTER LINE	MIN	MINIMUM
C TO C	CENTER TO CENTER	MUL	MULLION
CT	CERAMIC TILE	NAT	NATURAL
CO	CLEAN OUT	NOM	NOMINAL
CLO	CLOSET	NA	NOT APPLICABLE
CW	COLD WATER	NC	NOT IN THIS CONTRACT
COL	COLUMN	NTS	NOT TO SCALE
CONC	CONCRETE	NO.	NUMBER
CNU	CONCRETE MASONRY UNIT	OC	ON CENTER
CONST	CONSTRUCTION	OD	OUTSIDE DIMENSION
CONT	CONTINUOUS	OVDH	OVERHEAD
COORD	COORDINATE	PNT	PAINT
COR	CORRIDOR	PTD	PAINTED
CFM	CUBIC FEET PER MINUTE	PL	PLASTIC LAMINATE
DTL	DETAIL	P LAM	PLASTIC LAMINATE
DIA	DIAMETER	PLYWD	PLYWOOD
DIM	DIMENSION	PT	PRESSURE-TREATED WOOD
DR	DOOR	POIC	PROVIDED OWNER INSTALL BY GC
DWR	DRAWER	POID	PROVIDED OWNER INSTALL BY OWNER
DN	DOWN	QT	QUARRY TILE
D.S.	DOWNSPOUT	RC	RESILIENT CHANNEL
DWG	DRAWING	RL	RAIN LEADER
DF	DRINKING FOUNTAIN	REF	REFRIGERATOR, REFERENCE
EA	EACH	REINF	REINFORCING BAR
ELEC	ELECTRICAL	REV	REVISION
ELEV	ELEVATION	R	RISER, RADIUS
EF	EACH FACE	RM, RMS	ROOM, ROOMS
EQ	EQUAL	RO	ROUGH OPENING
EXIST	EXISTING	SAN	SANITARY DRAIN LINE
EXT	EXTERIOR	SEC	SECTION
FO	FACE OF FINISH OPENING	SHT	SHEET
FRP	FIBERGLASS REINF POLYESTER	SV	SHEET VINYL
FIN	FINISH	SC	SOLID CORE
FAAP	FIRE ALARM ANNUNCIATOR PANEL	SPECS	SPECIFICATIONS
FD	FIRE DRAIN W/ PRIMER	SF	SQUARE FEET
FE	FIRE EXTINGUISHER	SS	STAINLESS STEEL
FRT	FIRE RETARDANT TREATED	SV	SHEET VINYL
FLASH	FLASHING	STL	STEEL
FLR	FLOOR	STORE	STORAGE
FS	FLOOR SINK	STRUCT	STRUCTURAL
FND	FOUNDATION	SUSP	SUSPENDED
FOIC	FURNISHED BY OWNER	TB	TACK BOARD
FOIO	INSTALLED BY CONTRACTOR	TBD	TO BE DETERMINED
FCIC	INSTALLED BY OWNER	THRESH	THRESHOLD
FURN	FURNISHED BY CONTRACTOR	TYP	TYPICAL
GA	GAUGE	UNFIN	UNFINISHED
GL	GLASS	UNLESS NOTED OTHERWISE	
GALV	GALVANIZED	VCT	VINYL COMPOSITION TILE
GWB	GYPSPUM WALLBOARD TYPE X	VERT	VERTICAL
GI	GREASE INTERCEPTOR	VR	VAPOR RETARDER
HC	HANDICAP	VTR	VENT TO ROOF
HDWR	HARDWARE	WB	WHIT BOARD
HP	HEAT PUMP	WC	WATER CLOSET
HT	HEIGHT	WL	WALL
HM	HOLLOW METAL	WP	WEATHERPROOFING
HOR	HORIZONTAL	WRB	WEATHER RESISTIVE BARRIER
HB	HOSE BIB, COLD WATER	WDW	WINDOW
HW	HOT WATER	W	WITH
HWT	HOT WATER TANK	WO	WOOD
HM	HOLLOW METAL		

PROJECT NOTES:

FLOOR PLAN NOTES:

1. PROVIDE BARRIER FREE SIGNAGE AT RESTROOMS
2. CONFIRM ALL ROUGH OPENINGS FOR DOORS AND WINDOWS PRIOR TO FRAMING AND ORDERING.
3. CONFIRM ALL FINISHES W. OWNER AND ARCHITECT PRIOR TO ORDERING

DEMOLITION NOTES:

1. LEGALLY REMOVE DEMOLITION DEBRIS FROM SITE.
2. PROTECT ALL STRUCTURAL MEMBERS AND COLUMNS.
3. DEMOLITION DEBRIS SHALL NOT BE ALLOWED TO DAMAGE OR OVERLOAD THE EXISTING STRUCTURE.

ELECTRICAL:

1. INSTALL NEW POWER OUTLETS AS REQ'D
2. INSTALL NEW DATA DROPS IF REQ'D
3. TRIM TO MATCH EXISTING.

PLUMBING NOTES:

1. RELOCATE AND INSTALL NEW PLUMBING AS SHOWN

HVAC NOTES:

1. RELOCATE EXISTING HVAC DUCTING AND REGISTERS AS REQ'D

ANY DEVIATION IN CONSTRUCTION FROM APPROVED PLANS REQUIRES PRIOR REVIEW AND APPROVAL.

OWNER:

SUDDEN VALLEY COMMUNITY ASSOCIATION
4 CLUBHOUSE CIRCLE
BELLINGHAM, WA 98229

DESIGN TEAM:

ARCHITECT
SARAH BROWN ARCHITECTURE + DESIGN
CONTACT: SARAH BROWN
3222 EAGLERIDGE WAY
BELLINGHAM, WA 98226
C) 360.920.5498

CODE REVIEW:

2021 IBC, 2021 IBC & ALL APPLICABLE CODES

ALTERATION LEVEL: LEVEL II

CONSTRUCTION TYPE: VB, NON SPRINKLERED

OCCUPANCY: GROUP B - 570 SQFT = 4 OCCUPANTS
GROUP S1 - 4224 SQFT = 8 OCCUPANTS

PARKING: PARKING PROVIDED: 12 STALLS (EXISTING)

FIRE SPINKLERS: NONE, NO WORK

FIRE ALARM: PROVIDE & LOCATE FIRE ALARM NOTIFICATION APPLIANCE(S) STATION(S) AND SENSOR(S) AS REQ'D BY FIRE DEPARTMENT

PROJECT DATA:

SITE ADDRESS: 2054 LAKE WHATCOM BLVD
BELLINGHAM, WA

PARCEL NO.: 33167

LEGAL DESCRIPTION: THAT PTN OF TRACTS A-B LY WITHIN SEC 8 DAF-BEG AT SE COR OF LOT 13 SUDDEN VALLEY DIV 32-TH ALG ELY PLAT BNDRY ON FOL COURSES N 09 DEG 35'56" W 781.11 FT-TH N 15 DEG 53'34" E 170.39 FT-TH N 01 DEG 46'44" W 161.08 FT-TH N 15 DEG 56'43" E 305.77 FT-TH N 20

PROPERTY CHARACTERISTICS:

LAND USE: 74
TAX DIST: 1015 - 501 R L FSW LWWS
LEGAL ACRES: 15.66 ACRES
SETBACKS: 0'

PROJECT DESCRIPTION:

THIS IS A TENANT IMPROVEMENT PROJECT. AN EXISTING MAINTENANCE FACILITY WILL UNDERGO AN UPDATE TO THEIR TOILET ROOM AND STAFF BREAK ROOM. NEW MAIN DOORS AND FLOORING WILL BE INSTALLED AS INDICATED ON PLAN.

BUILDING AREAS:

GROUND FLOOR: 4,794 SQFT
TI AREA: 570 SQFT

DEFERRED SUBMITTAL:

PLUMBING DESIGN
HVAC ENGINEERING
ELECTRICAL

DRAWING INDEX:

ARCHITECTURAL
A1.01 TITLE PAGE & PROJECT INFO
A2.01 FLOOR PLAN
A2.02 ENLARGED PLANS & INT. DETAILS

STRUCTURAL

S1.0 FOUNDATION PLAN
S2.0 STRUCTURAL NOTES

Address shall be placed on all new and existing buildings and shall be plainly visible from the street or road. IFC sec. 505.1

REQUEST FOR INSPECTION SHALL BE FILED WITH OUR OFFICE AT LEAST ONE WORKING DAY BEFORE SUCH INSPECTION IS DESIRED

INSPECTION REQUESTS
24 HOUR ANSWERING MACHINE
(360) 778-5902

REVIEWED FOR CODE COMPLIANCE SUBJECT TO FIELD INSPECTIONS, CORRECTIONS AND PROVISIONS OF PLAN REVIEW

11/04/2024

PLANS EXAMINER, BLDG. SERVICES

Zoning Approval
Zoning Administrator: [Signature] 12/20/2024

Certificate of Occupancy required. Call one week prior to desired occupancy date. IBC Sec. 111

SUDDEN VALLEY GOLF MAINT. TI

2054 LAKE WHATCOM BLVD.
BELLINGHAM, WA 98229

SB JOB NO: 202405.21
DATE: 08.21.2024

PERMIT SET

No.	ISSUED FOR	DATE

TITLE PAGE & PROJECT INFORMATION

A1.01

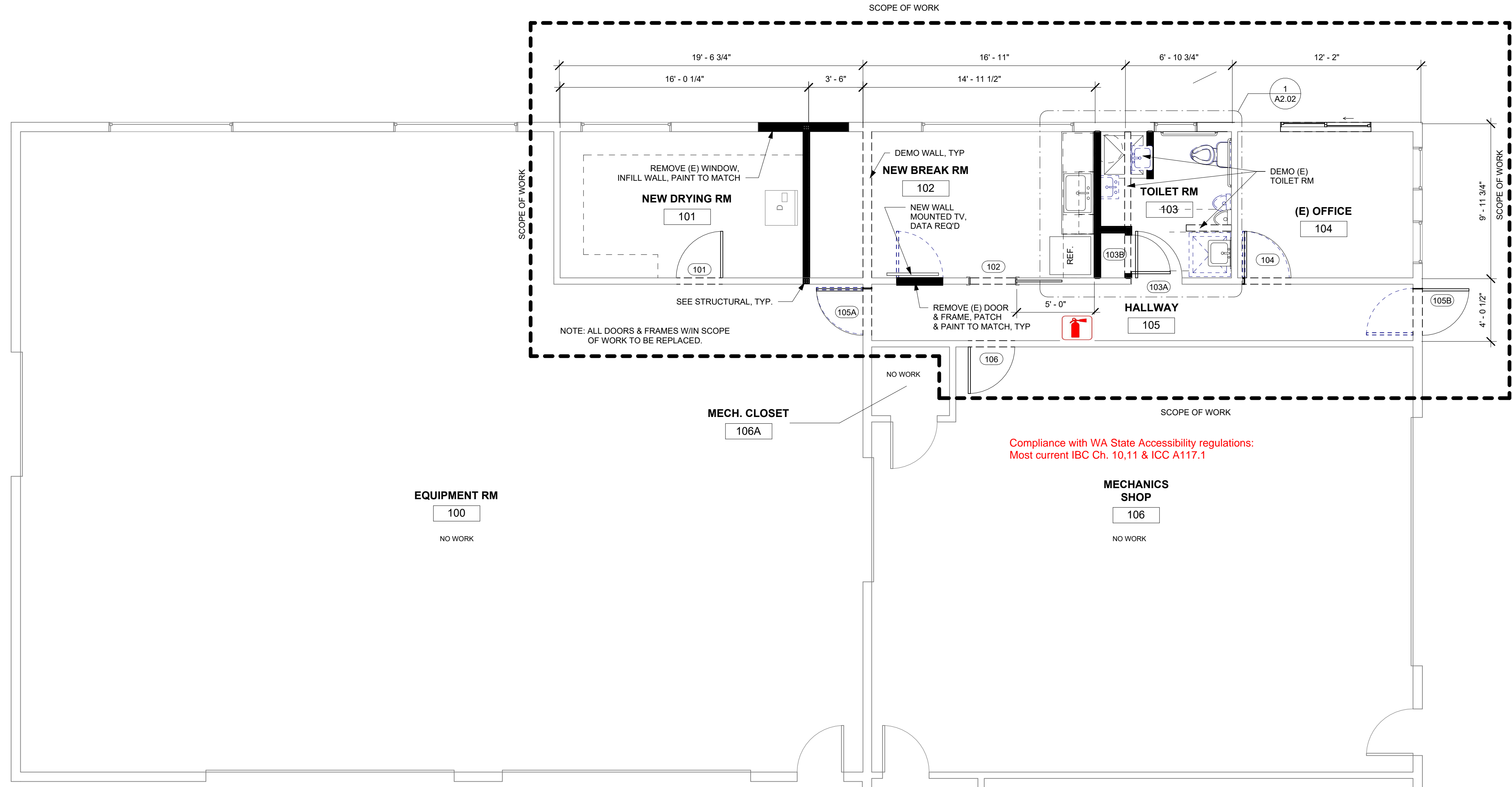
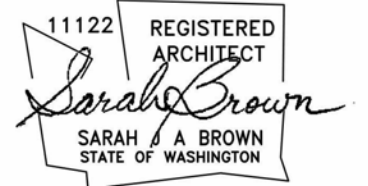
8/21/2024 11:02:32 AM

Inspector verify moved walls are non bearing.

IBC 803. Interior finishes shall be minimum Class C:
 Flame spread 75-200; Smoke developed 0-450.
 IBC 2603.4 Plastic shall be separated from the interior
 of the building by a thermal barrier of 1/2" gypsum
 wall board or equivalent protection.

Sarah Brown
 ARCHITECTURE + DESIGN

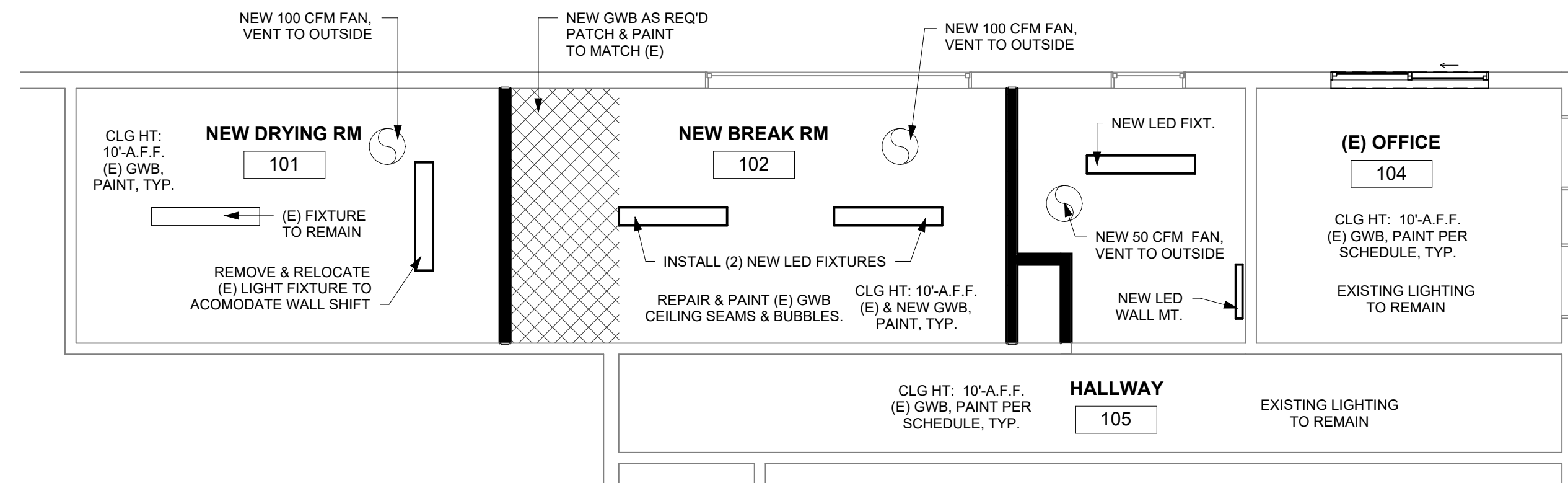
3222 EAGLERIDGE WAY, BELLINGHAM, WA 98226
 (360) 733-8388
 SARAH@SARAHBROWN.COM



2A1/10BC Fire Extinguisher (FE) Shall be located in a conspicuous location and ready for immediate use. The FE if less than 40lbs shall not be installed so as the top is not more than 5' above the floor. IFC 906 There shall be no more than 75' travel distance from any one extinguisher.

Compliance with WA State Accessibility regulations:
 Most current IBC Ch. 10,11 & ICC A117.1

1 TURF SHOP FLOOR PLAN
 1/4" = 1'-0"



2 TURF SHOP CEILING PLAN
 1/4" = 1'-0"

WALL KEY

- NEW WALL
- EXISTING WALL
- - - DEMO WALL

SUDDEN VALLEY
 GOLF MAINT. TI

2054 LAKE WHATCOM
 BLVD.
 BELLINGHAM, WA
 98229

SB JOB NO: 202405.21
 DATE: 08.21.2024

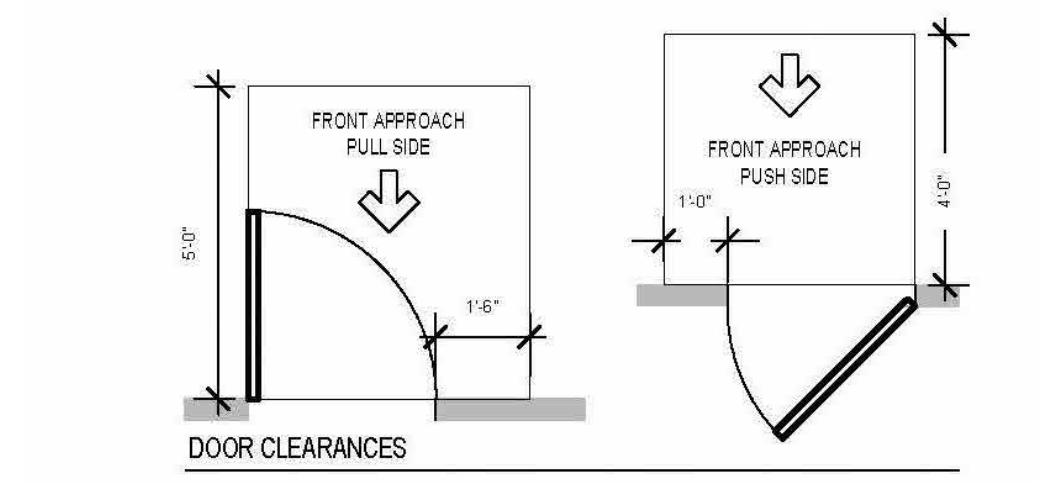
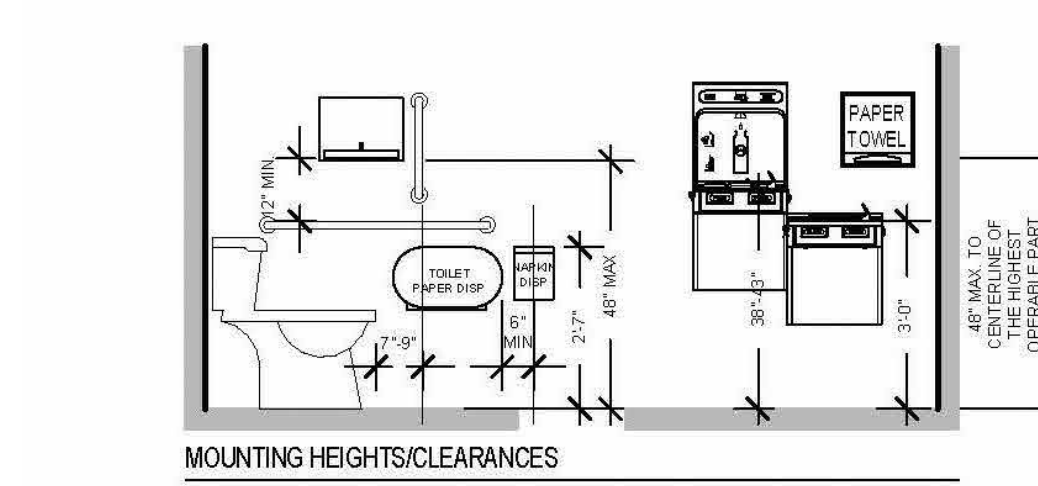
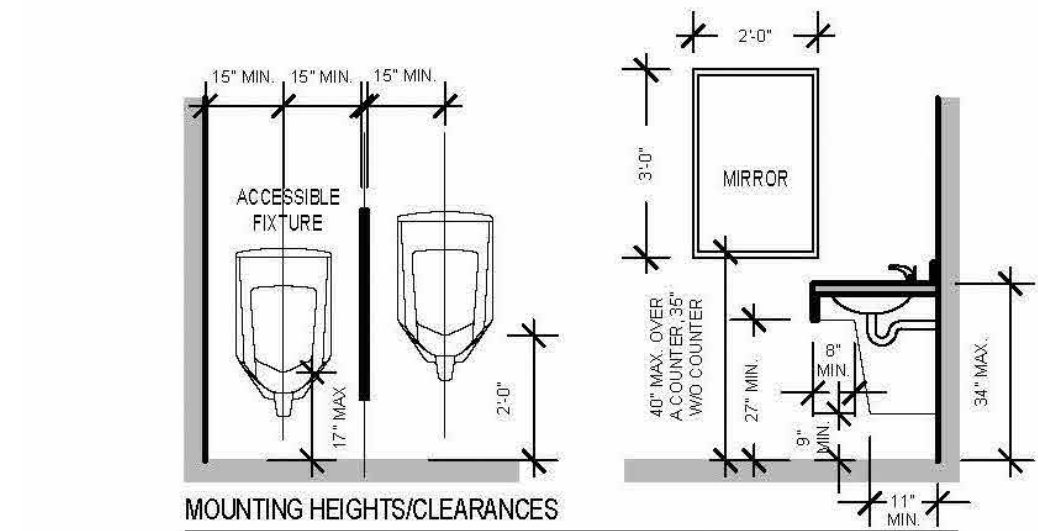
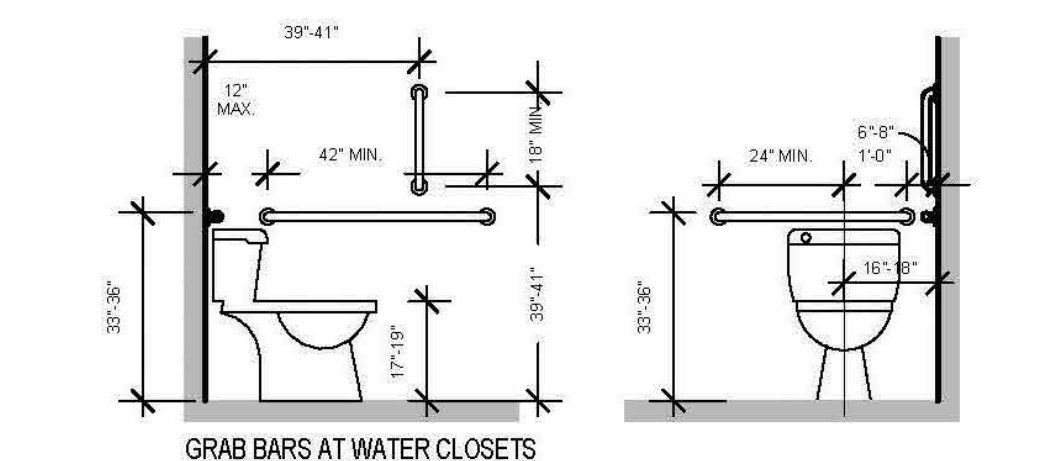
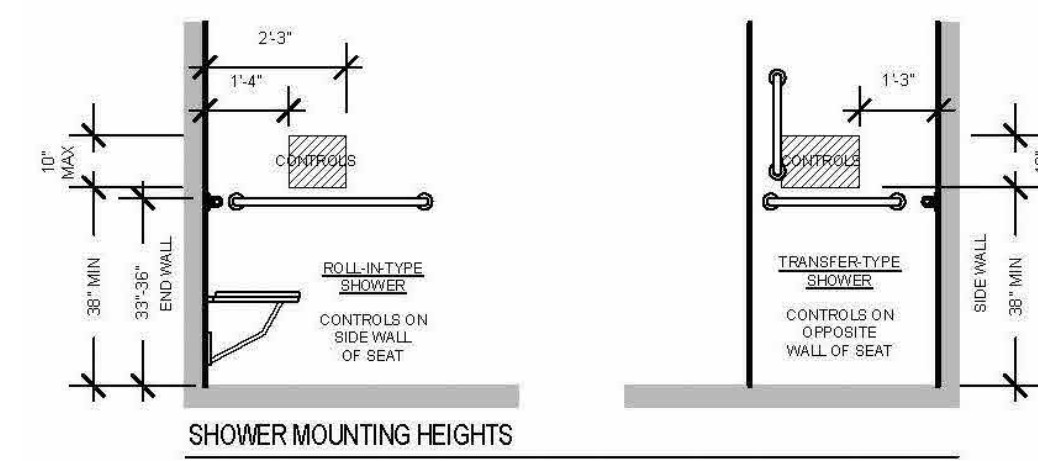
PERMIT SET

No.	ISSUED FOR	DATE

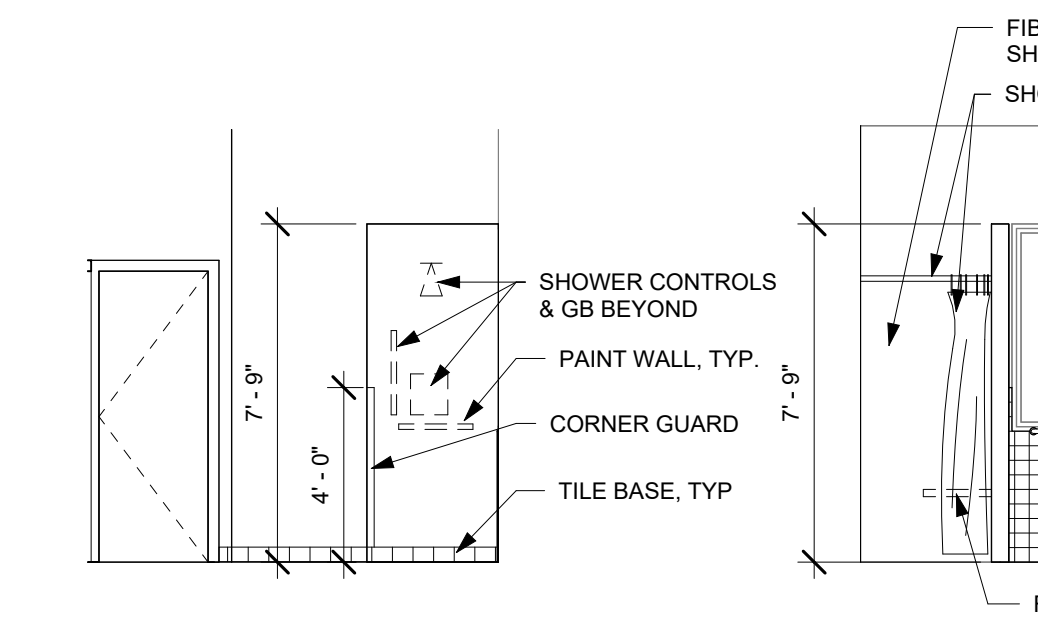
FLOOR PLAN

A2.01

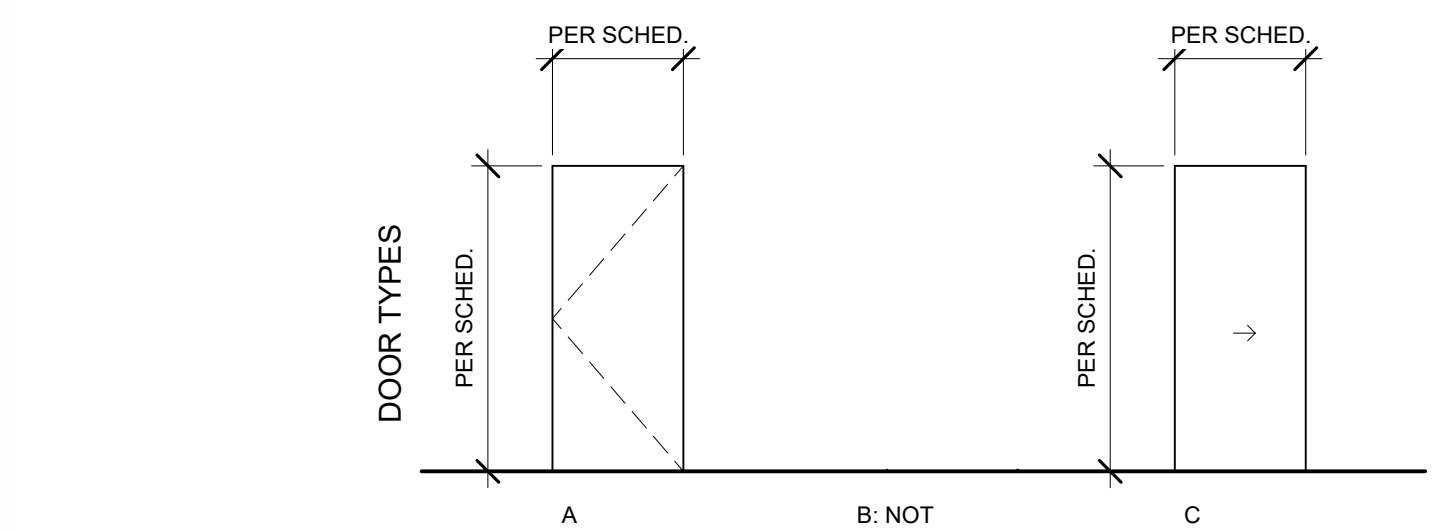
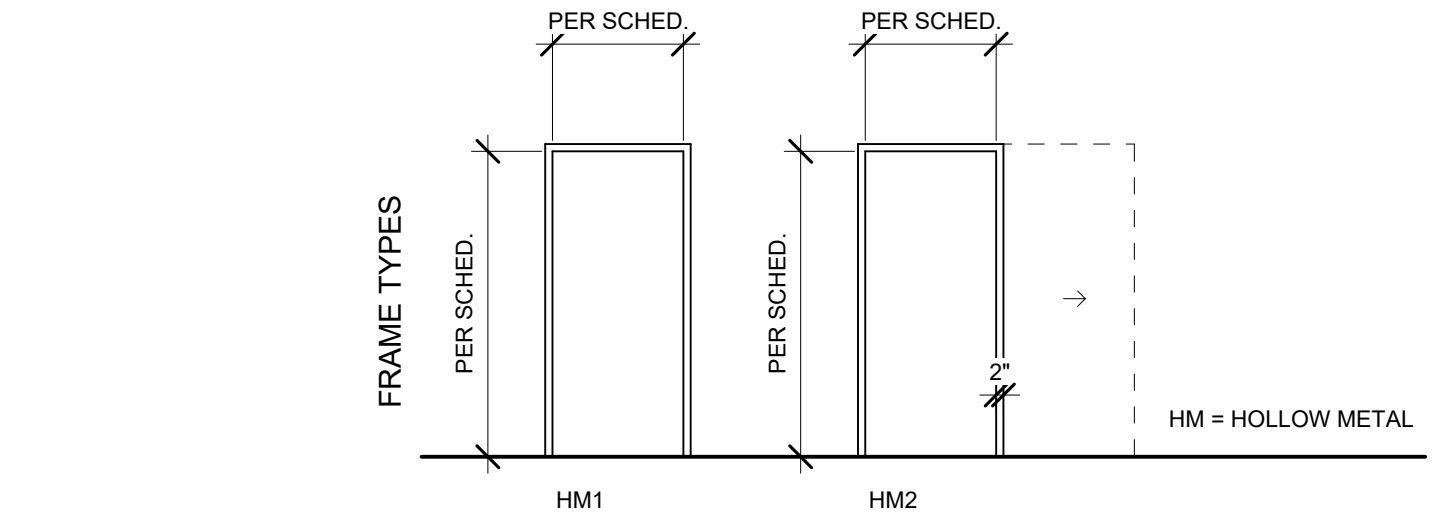
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2 ADA MOUNTING HEIGHTS W. SHOWER
3/32" = 1'-0"



6 EAST ELEVATION
1/4" = 1'-0"



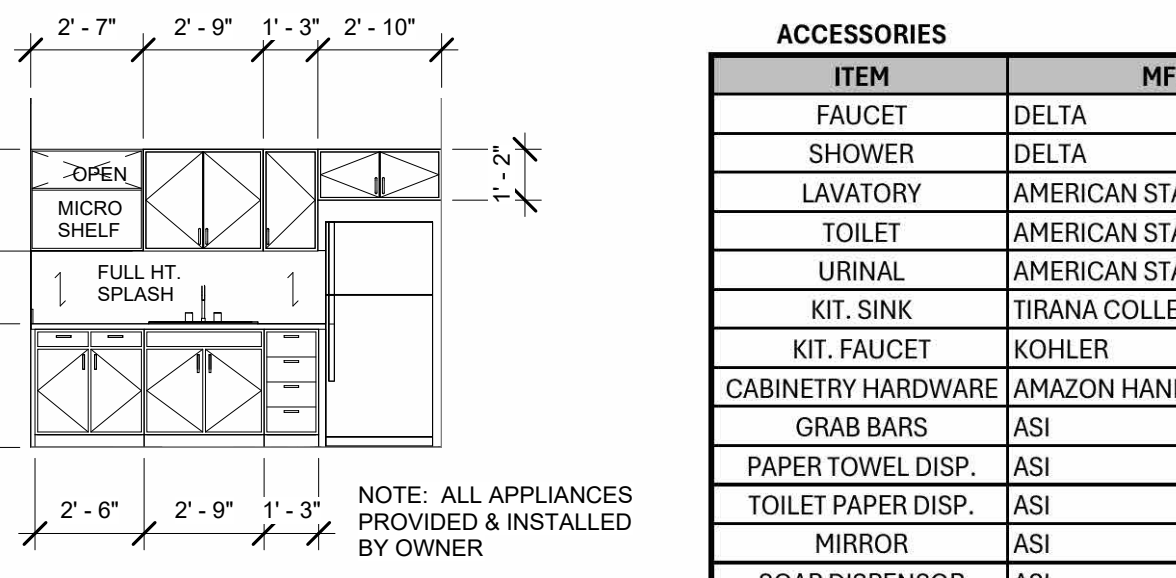
3 DOOR TYPES
1/4" = 1'-0"

SUDDEN VALLEY TURF MAINTENANCE FACILITY
ROOM FINISH SCHEDULE

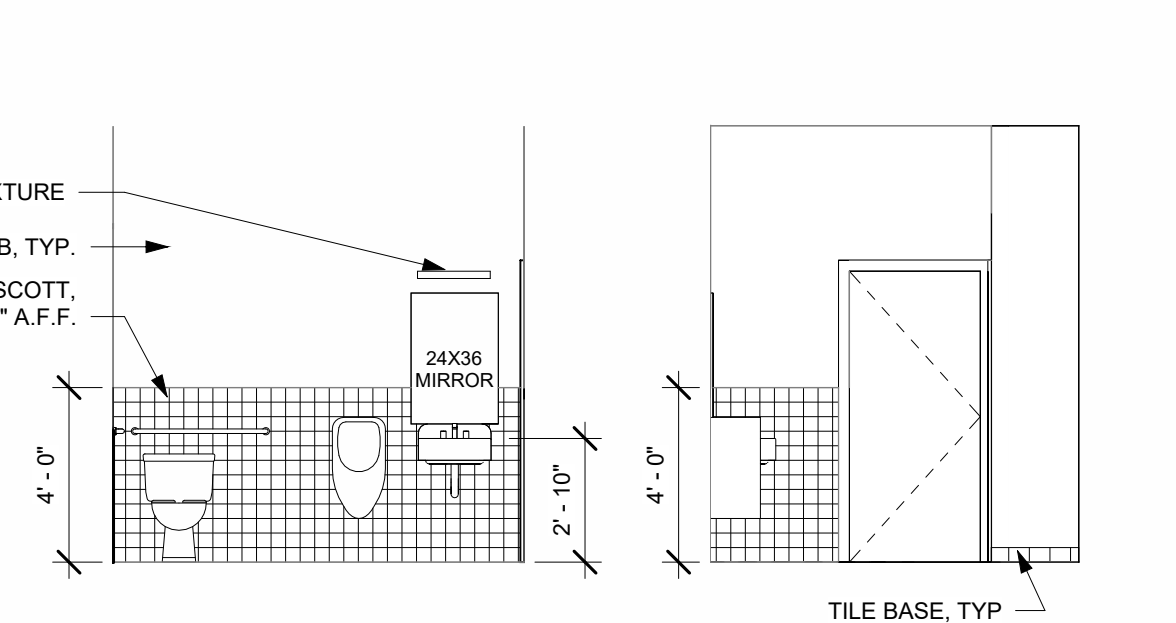
RM#	ROOM USE	FLOOR	WALL BASE	CLG	NORTH WALL	EAST WALL	SOUTH WALL	WEST WALL	NOTES
101	DRYING RM	SC	4" RB	(E) GWB-NEW PAINT	(E) GWB - NEW PAINT	(E) GWB - NEW PAINT	(E) GWB - NEW PAINT	(E) GWB - NEW PAINT	
102	N BREAK RM	LVP	4" RB	(E) GWB-NEW PAINT	(E) GWB - NEW PAINT	(E) GWB - NEW PAINT	NEW GWB/PAINT/CAB	(E) GWB - NEW PAINT	
103	TOILET RM	SV	4" TILE	NEW GWB	NEW GWB/PAINT	(E) GWB - PAINT/TILE	(E) GWB - PAINT/TILE	(E) GWB - NEW PAINT	
104	OFFICE	LVP	4" RB	(E) GWB	(E) GWB - NEW PAINT	(E) GWB - NEW PAINT	(E) GWB - NEW PAINT	(E) GWB - NEW PAINT	
105	HALLWAY	LVP	4" RB	(E) GWB	(E) GWB - NEW PAINT	(E) GWB - NEW PAINT	(E) GWB - NEW PAINT	(E) GWB - NEW PAINT	

FINISHES

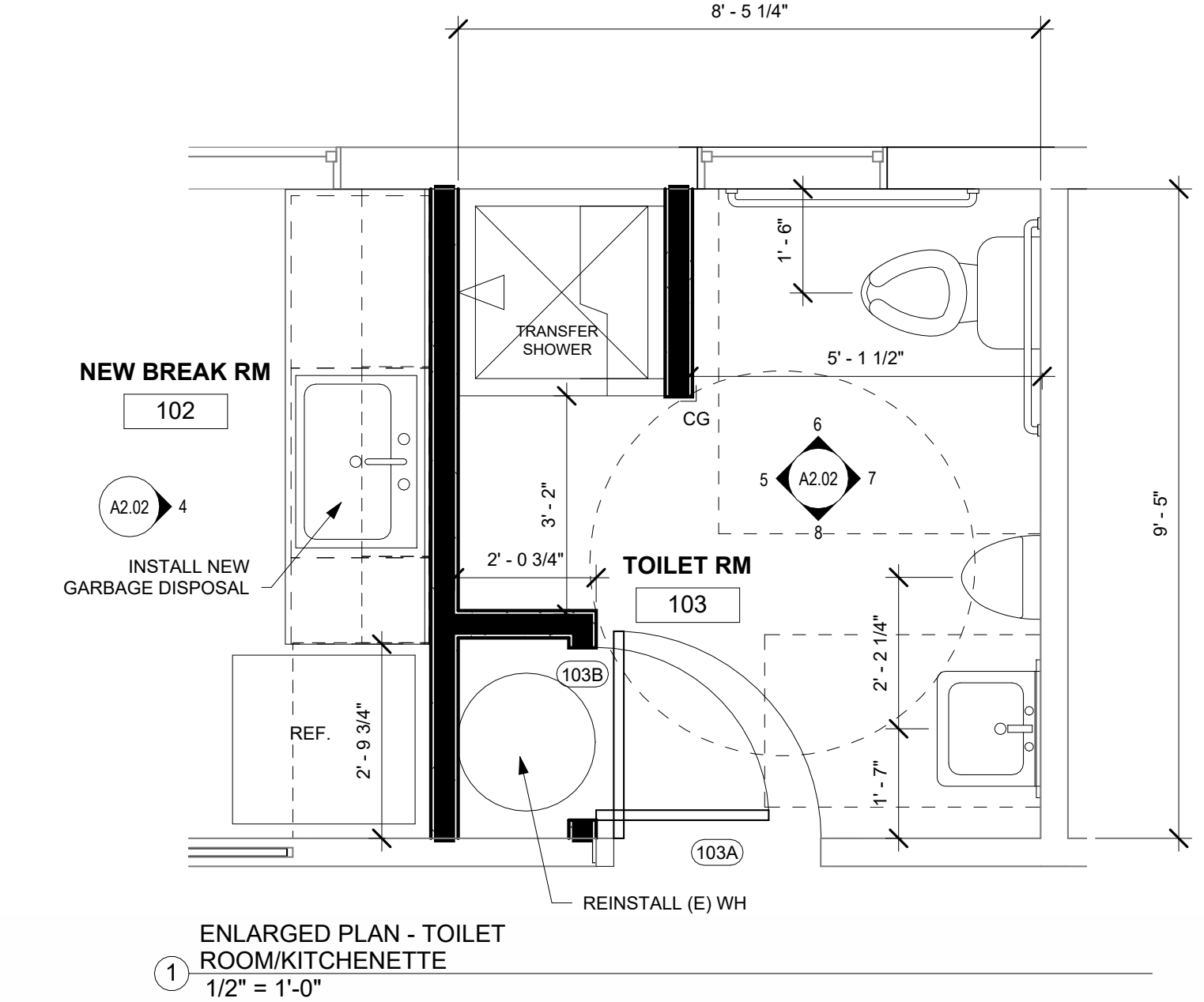
PRODUCT	MFR	COLOR	STYLE	DTLS
WALL PAINT	SHERWIN WILLIAMS	WORDLY GRAY - SW-7043	LOW SHEET EGGSHELL	PROMAR 200, 0-VOC LATEX
DOOR TRIM	SHERWIN WILLIAMS	MATCH RUBBER BASE	SATIN, ENAMEL FOR MTL	PROMAR 200, 0-VOC LATEX
RUBBER BASE	TARKETT	BURNT UMBER #63	4"; COVED	
FLOORING LVT	K-TRADE	VIVAR-LLP151	RIGID CORE	20 MIL, 41"X10"
FLOORING SV	MANNINGTON	HOJICHA 15417 OR ECRU 15362	BIOSPEC CHOICES	WELDED SEAM, 6'-6" SHEET
CABINET FINISH	WILSONART	PEWTER MESH 4878-38	FINE VELVET; STAND. LAM	EDGE BANDING
COUNTER/BS	WILSONART	POLISHED CONCRETE	ANTIQUE FINISH; PREM. LAM	AEON SCRATCH RESIST.; EDGE BANDING



4 KITCHENETTE
1/4" = 1'-0"



7 SOUTH ELEVATION
1/4" = 1'-0"



1 ENLARGED PLAN - TOILET ROOM/KITCHENETTE
1/2" = 1'-0"

ACCESSORIES

ITEM	MFR	STYLE	FINISH	DTLS
FAUCET	DELTA	MODERN COLLECTION	STAINLESS	DELTA MODERN SINGLE HOLE
SHOWER	DELTA	MODERN COLLECTION	STAINLESS	MODERN SHOWER SINGLE FUNCTION SHOWER HEAD
LAVATORY	AMERICAN STANDARD	DECLYN, WALL HUNG 4" CTR.	WHITE	14.25"X10.75"X6"
TOILET	AMERICAN STANDARD	CADET	WHITE	TWO PIECE PRESS ASSIST 1.6 GAL/6.0 Rpl ELONG BOWL
URINAL	AMERICAN STANDARD	MAYBROOK, 125-1.0 GPF	WHITE	TOP SPUD W. EVERCLEAN
KIT. SINK	TIRANA COLLECTION	TIRANA 30" UNDERMOUNT	STAINLESS	16 GA; 29X18X10
KIT. FAUCET	KOHLER	SIMPLICE COLLECTION	VIBRANT STAINLESS	SINGLE HOLE, PULL DOWN, NO ESCUTCHEON
CABINETS HARDWARE	AMAZON HANDLES	SQUARE PULLS	SATIN CHROME	5"
GRAB BARS	ASI	-	STAINLESS	-
PAPER TOWEL DISP.	ASI	210	STAINLESS	-
TOILET PAPER DISP.	ASI	39; LOW PRO. 9" JUMBO ROLL	STAINLESS	20-1/2" X 11-3/16" X 4-11/16"
MIRROR	ASI	0600-C2436	STAINLESS	24X36
SOAP DISPENSOR	ASI	20364	STAINLESS	ROYAL AUTOMATIC LIQUID SOAP DISP., SURFACE MT.
CORNER GUARDS	-	-	POLYCARBONATE, CLEAR	90 DEG., 4'X2'X2"; DOUBLE STICK CLEAR TAPE PER MFR.

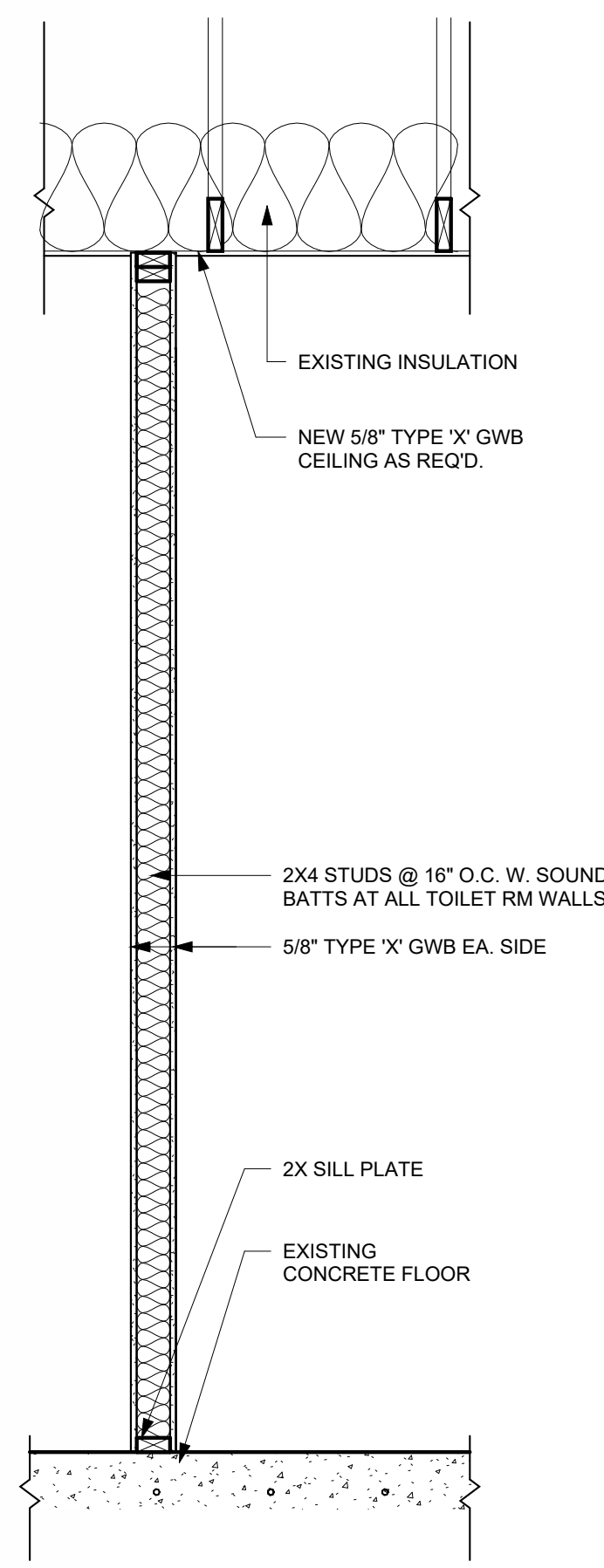
TURF SHED DOOR SCHEDULE

Mark	Width	Height	Thickness	Construction	Type	Finish	Frame Material	Fire Rating
101	3'-0"	6'-8"	0'-1 3/4"	HOLLOW METAL	A	PAINT		-
102	3'-0"	6'-8"	0'-1 3/8"	HOLLOW METAL	A	PAINT		-
103A	3'-0"	6'-8"	0'-1 3/4"	HOLLOW METAL	A	PAINT		-
103B	2'-6"	6'-8"	0'-1 3/4"	HOLLOW METAL	A	PAINT		-
104	3'-0"	6'-8"	0'-1 3/4"	HOLLOW METAL	A	PAINT		-
105A	3'-0"	6'-8"	0'-1 3/4"	METAL INSUL	A	PAINT		-
105B	3'-0"	6'-8"	0'-1 3/4"	METAL INSUL	A	PAINT		-
106	3'-0"	6'-8"	0'-1 3/4"	HOLLOW METAL	A	PAINT		-

NOTE: ALL DOORS & FRAMES WITHIN SCOPE OF WORK TO BE REPLACED.

8 WEST ELEVATION
1/4" = 1'-0"

Compliance with WA State Accessibility regulations:
Most current IBC Ch. 10,11 & ICC A117.1



9 NEW WALL SECTION
3/4" = 1'-0"

WALL KEY

- NEW WALL
- EXISTING WALL
- DEMO WALL

SUDDEN VALLEY GOLF MAINT. TI

2054 LAKE WHATCOM BLVD.
BELLINGHAM, WA 98229

SB JOB NO: 202405.21
DATE: 08.21.2024

PERMIT SET

No.	ISSUED FOR	DATE

ENLARGED PLAN & INTERIOR DETAILS

A2.02