



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Board of Directors Regular Meeting

August 22, 2024, 7:00 PM, IN PERSON, DANCE BARN

Call to Order

Land Acknowledgement & Anti-Racism Statement

Roll Call

Item 1) Adoption of Agenda

Item 2) Announcements

Item 3) Property Owner Comments – 15 Minutes Total

Please note that comments are limited to 3 minutes per person.

Item 4) Financial Report

4a. May Financials

4b. June Financials

4c. Capital Report

Item 5) Continuing Business

5 . Review & Approval of Proposed ACC Policy Revisions

5b. Request for Approval – Easement Documents

i. 20 Sweet Clover Circle

ii. 8 Thunder Peak Way

Item 6) New Business

6a. Review and Approve Proposed 2025 Fee & Fine Schedule

6b. DRC-Amended Board Policies

6c. Easement Requests

i. 208 Polo Park Drive

6d. Capital Request – Change Order for Maintenance Facility Remodel

6e. UDR Request – Funding for Legal Support of Collections Actions

Adjournment

Sudden Valley Community Association

Sudden Valley Community Association Balance Sheet May 31, 2024 and December 31, 2023

	Unaudited** May 31, 2024	Unaudited** Dec 31, 2023	Inc / (Dec)
OPERATIONS			
Current Assets			
Operating Cash	\$ 745,026	\$ 678,244	\$ 66,782
Building Completion Deposit Fund	529,150	506,408	22,742
Member Receivables - Operations*	-	43,985	(43,985)
Other Receivables	17,077	16,560	517
Prepaid Expenses	18,073	70,215	(52,142)
Operating Lease ROU Assets	7,742	10,631	(2,889)
Inventory	5,732	5,659	73
Total Current Assets	1,322,800	1,331,702	(8,902)
Current Liabilities			
Accounts Payable	(73,379)	(226,676)	153,297
Accrued Vacation Liability	(74,946)	(64,195)	(10,751)
Accrued Payroll	-	(64,114)	64,114
Prepaid Assessments	(330,807)	(224,404)	(106,403)
Building Completion Deposits	(529,150)	(506,408)	(22,742)
Other Refundable Deposits	(7,896)	(5,896)	(2,000)
Operating Lease Liability	(7,742)	(10,631)	2,889
Prepaid Golf Memberships	-	(112,089)	112,089
Total Current Liabilities	(1,023,920)	(1,214,413)	190,493
Operating Reserve Funds			
Emergency Operating Cash	362,931	362,252	679
Undesignated Reserves Cash	332,314	306,265	26,049
Total Operating Reserve Funds	695,245	668,517	26,728
Net Operating Assets	\$ 994,125	\$ 785,806	\$ 208,320
CAPITAL			
Capital Current Assets			
CRRRF (Capital Repair & Replacement) Cash Fund	3,619,416	3,627,018	(7,602)
Roads Reserve Cash Fund	2,632,461	2,034,275	598,186
Board Density Reduction Cash Fund	87,779	87,688	91
Mailbox Cash Fund	137,061	126,445	10,616
CRRRF Capital Reserve Holding Cash	220,096	222,019	(1,923)
Mitigation Assignment of Savings Cash	49,748	49,688	60
LWWSD Assignment of Savings Cash	14,927	101,840	(86,913)
Member Receivables - Capital**	-	16,112	(16,112)
Total Capital Current Assets	6,761,488	6,265,085	496,403
Capital Fixed Assets			
Fixed Assets	15,516,995	15,373,162	143,833
Finance ROU Assets	104,046	136,464	(32,418)
Lots Held for Sale	236,456	236,456	-
Total Capital Assets	15,857,497	15,746,082	111,415
Long Term Liabilities			
CRRRF Loan 2022	(1,690,908)	(1,799,425)	108,516
Finance Leases	(80,926)	(106,596)	25,670
Total Long Term Liabilities	(1,771,834)	(1,906,021)	134,186
NET ASSETS	\$ 21,841,276	\$ 20,890,952	\$950,324
MEMBER EQUITY			
Member Equity			
Current Year Net Income: Operations	306,565	463,239	(156,674)
Net Income: Rec Special Assmt	-	(180,468)	180,468
Transfers Out from Operations to Capital	(105,600)	(32,799)	(72,801)
Current Year Net Income: Capital**	646,097	1,471,336	(825,239)
Transfers Into Capital from Operations	105,600	32,799	72,801
Retained Earnings**	5,232,892	4,950,121	282,771
Capital**	15,655,722	14,186,724	1,468,998
TOTAL MEMBER EQUITY	\$ 21,841,276	\$20,890,952	\$950,324

* The Association's internal policy is to write off any member receivables that are 30 days past due as bad debts for internal 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 May 31, 2024, and December 31, 2023, the balances of receivables written off were \$728,252 and \$623,674, 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, 2021, and 2022 audited financial statements (2022 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

UNAUDITED	Current Month - May 2024			Year to Date - 5 Months Ending 5/31/2024		
	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	222,585		230,752	1,113,770		1,154,725
Bad Debt Reserve	(1,087)		(2,156)	(29,329)		(25,525)
Net Current Year Assessment Income	221,498	10,216	228,596	1,084,441	28,024	97.4% 1,129,200
Bad Debt Recoveries - Prior Years			1,586			17,320
Golf Income	146,572	20,546	-	517,735	43,155	-
Marina Income	101,715	4,856	-	215,287	21,567	-
Rec Center & Pools Income	2,207	206	-	4,615	(1,436)	-
Legal & Collections Income	-	-	-	-	-	-
Other Income	18,146	12,197	-	60,521	34,259	-
Rental Income - Other	3,615	2,982	-	6,381	4,486	-
Area Z Rental Income	1,614	1,453	-	10,991	(450)	-
Lease Income	5,430	1,284	-	27,149	6,419	-
New Home Construction Fees	56,000	34,917	500	100,150	70,967	2,500
Capital Gain (Loss) on Sale of Assets	-	-	-	-	-	1,368
Investment Income	569	477	4,196	3,075	2,616	19,921
Total Revenue	557,366	89,134	234,878	2,030,345	209,607	1,170,309
EXPENSES						
Salaries & Benefits	180,542	12,028	-	873,094	35,218	-
Contracted & Professional Services	27,273	(10,499)	-	100,929	(42,523)	-
CC&Rs/ Mandates	47,333	(11,294)	-	206,006	(23,077)	-
Maintenance & Landscaping	41,362	(12,790)	-	176,453	28,844	-
Utilities	8,895	1,606	-	80,056	(2,713)	-
Administrative	19,436	(3,428)	-	74,244	(7,614)	-
Regulatory Compliance	4,511	3,299	-	104,137	(37,934)	-
Insurance Premiums	15,057	(826)	-	73,811	(2,653)	-
Other Expenses	-	84	-	-	417	-
Depreciation Expense	-	-	96,162	-	-	480,810
Interest expense	-	-	6,194	-	-	27,290
Total Expenses	344,409	(21,820)	102,356	1,688,730	(52,035)	508,100
Net Income (Loss)	212,957	67,314	132,522	341,615	157,572	662,209
Net UDR Activity for Operations						
Hazardous Tree Removal	-			(10,120)		
Net Income (Loss) with Board Approved UDR	212,957	67,314	132,522	331,495	157,572	662,209
Other Activity						
Net Other UDR Activity*	1,402			29,805		
AR Accrual - Prior Year Reversal	-		-	(43,985)		(16,112)
AR Accrual - Current Year	-		-	-		-
Vacation Liability Accrual	(20)			(10,750)		
Total Other Activity	1,382		-	(24,930)		(16,112)
Grand Total Activity	214,339	67,314	132,522	306,565	157,572	646,097

*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

Sudden Valley Community Association
Reserve Cash Balance & Activity
5 Months Actual, 7 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 12/31/2023	3,627,018	2,034,275	222,019	87,688	126,445	151,528	\$ 6,248,973	362,252	306,265	\$ 668,517
Dues Received	557,164	576,063		-	10,374		1,143,601	-	47,105	47,105
Storm Water Mitigation Plan Fee		2,500					2,500			-
Investment Income	11,628	7,476	414	91	242	71	19,921	679	600	1,279
Sale of Assets	1,368			-			1,368			-
Board Approved Transfers	105,600						105,600			-
Mitigation Release	-	86,923				(86,923)	(0)			-
2024 Expenditures	(683,362)	(74,776)	(2,338)	-	-		(760,476)		(21,656)	(21,656)
Net Available Cash at 5/31/2024	3,619,416	2,632,461	220,096	87,779	137,061	64,675	\$ 6,761,488	362,931	332,314	\$ 695,245
7 Month Outlook										
Outlook - 2024 Dues (95% collections)	749,243	770,620			13,906		\$ 1,533,769			\$ -
Outlook - Prior Year Collections	11,606	11,937			215		23,758		22,909	22,909
CRRRF Loan Payments for year 2024	(194,273)						(194,273)			-
Obligated Expenses/Holdings	(1,715,585)	(1,445,317)	(220,096)			(64,675)	(3,445,673)		(104,948)	(104,948)
Net Usable Cash Balance 12/31/2024	2,470,406	1,969,701	-	87,779	151,182	-	\$ 4,679,068	362,931	250,275	\$ 613,206
Board Recommended Carryover Balance	(600,000)	(500,000)					\$ (1,100,000)			\$ -
Net Usable Cash 12/31/2024, After Recommendation	\$ 1,870,406	\$ 1,469,701	\$ -	\$ 87,779	\$ 151,182	\$ -	\$ 3,579,068	\$ 362,931	\$ 250,275	\$ 613,206
Net Current Year Cash Increase (Decrease)	(1,156,612)	(64,574)	(222,019)	91	24,737	(151,528)	\$ (1,569,905)	679	(55,990)	\$ (55,311)

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

Sudden Valley Community Association

Sudden Valley Community Association
Operations - By Department
May 1, 2024 to May 31, 2024
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	64,208	42,896	-	7,099	31,931	(6,496)	32,277	43,499
Accounting	3,082	1,849	28,588	(418)	3,900	3,188	(29,406)	4,619
Administration	159	(494)	33,119	3,012	11,944	(4,247)	(44,904)	(1,729)
Common Costs	4,458	1,199	-	-	38,583	(13,373)	(34,125)	(12,174)
Facilities	7,044	2,737	3,677	550	4,390	13,078	(1,023)	16,365
Maintenance	-	-	31,136	1,065	9,744	(6,065)	(40,880)	(5,000)
Subtotal	78,951	48,187	96,520	11,308	100,492	(13,915)	(118,061)	45,580
Golf	146,572	20,546	65,029	1,718	39,033	(10,681)	42,510	11,583
Marina	104,523	6,997	-	-	2,050	38	102,473	7,035
Rec/ Pools/ Parks	5,822	3,188	18,993	(998)	22,292	(9,290)	(35,463)	(7,100)
Subtotal	256,917	30,731	84,022	720	63,375	(19,933)	109,520	11,518
Subtotal Operations before Ops Dues	335,868	78,918	180,542	12,028	163,867	(33,848)	(8,541)	57,098
Ops Dues Earned	222,585						222,585	
Curr Yr Bad Debts Activity	(1,087)						(1,087)	
Net Ops Dues	<u>221,498</u>	<u>10,216</u>					<u>221,498</u>	<u>10,216</u>
Net Operations	557,366	89,134	180,542	12,028	163,867	(33,848)	212,957	67,314
Net BOD Approved UDR Activity for Operations								
Hazardous Tree Removal	-		-		-		-	
Net Operations with Board Approved UDR	557,366	89,134	180,542	12,028	163,867	(33,848)	212,957	67,314
Other Operating Activity								
UDR Activity	7,716				6,314		1,402	
AR Accrual - Prior Year Reversal	-				-		-	
AR Accrual - Current Year	-				-		-	
Vacation Liability Accrual	-				20		(20)	
Total Other Operating Activity	<u>7,716</u>				<u>6,334</u>		<u>1,382</u>	
Grand Total Operations Activity	565,082	89,134	180,542	12,028	170,201	(33,848)	214,339	67,314

* Excludes Depreciation

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

Sudden Valley Community Association

Sudden Valley Community Association
Operations - By Department
January 1, 2024 to May 31, 2024
YEAR TO DATE

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	127,110	96,781	-	35,494	228,666	(82,153)	(101,556)	50,122
Accounting	9,960	3,795	142,396	(1,537)	21,402	(4,284)	(153,838)	(2,026)
Administration	653	(465)	176,779	3,893	47,186	(9,849)	(223,312)	(6,421)
Common Costs	22,015	5,724	-	-	189,137	(31,590)	(167,122)	(25,866)
Facilities	38,139	5,968	18,709	2,426	63,923	33,794	(44,493)	42,188
Maintenance	-	-	163,165	(862)	24,006	18,067	(187,171)	17,205
Subtotal	197,877	111,803	501,049	39,414	574,320	(76,015)	(877,492)	75,202
Golf	517,735	43,155	300,187	(3,269)	187,557	(13,632)	29,991	26,254
Marina	219,295	23,575	-	-	5,479	3,533	213,816	27,108
Rec/ Pools/ Parks	10,996	3,050	71,858	(927)	48,279	(1,139)	(109,141)	984
Subtotal	748,026	69,780	372,045	(4,196)	241,315	(11,238)	134,666	54,346
Subtotal Operations before Ops Dues	945,903	181,583	873,094	35,218	815,635	(87,253)	(742,826)	129,548
Ops Dues Earned	1,113,770						1,113,770	
Curr Yr Bad Debts Activity	(29,329)						(29,329)	
Net Ops Dues	1,084,441	28,024					1,084,441	28,024
Net Operations	2,030,344	209,607	873,094	35,218	815,635	(87,253)	341,615	157,572
Net BOD Approved UDR Activity for Operations								
Hazardous Tree Removal	-		-		10,120		(10,120)	
Net Operations with Board Approved UDR	2,030,344	209,607	873,094	35,218	825,755	(87,253)	331,495	157,572
Other Operating Activity								
UDR Activity	41,620				11,815		29,805	
AR Accrual - Prior Year Reversal	(43,985)				-		(43,985)	
AR Accrual - Current Year	-				-		-	
Vacation Liability Accrual	-				10,750		(10,750)	
Total Other Operating Activity	(2,365)				22,565		(24,930)	
Grand Total Operations Activity	2,027,979	209,607	873,094	35,218	848,320	(87,253)	306,565	157,572

* Excludes Depreciation

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

Sudden Valley Community Association

SUDDEN VALLEY COMMUNITY ASSOCIATION - LOTS & DUES ANALYSIS 2024

																									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		Avail.					
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	Total						
Jan	20	96	116	301	2,517	2,818	24	62	5	13	1	11	16	40	1	14	321	2,613	2,934	47	140	187	368	2,753	3,121	774	0	3	777	737	6	1,520	4,641
Feb	22	104	126	303	2,508	2,811	14	59	10	22	3	6	15	42	1	12	325	2,612	2,937	43	141	184	368	2,753	3,121	774	0	3	777	737	6	1,520	4,641
Mar	23	114	137	307	2,510	2,817	11	57	4	9	4	7	17	44	1	12	330	2,624	2,954	37	129	166	367	2,753	3,120	774	0	3	777	738	6	1,521	4,641
Apr	27	121	148	308	2,532	2,840	5	31	4	13	1	4	21	38	1	14	335	2,653	2,988	32	100	132	367	2,753	3,120	774	0	3	777	738	6	1,521	4,641
May	28	123	151	304	2,508	2,812	13	58	3	11	0	6	18	34	1	13	332	2,631	2,963	35	122	157	367	2,753	3,120	774	0	3	777	738	6	1,521	4,641
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
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
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
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
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
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
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

LLE = Lot Line Eraser
CTB = Covenant to Bind

Sudden Valley Community Association

Sudden Valley Community Association Balance Sheet June 30, 2024 and December 31, 2023

	Unaudited** Jun 30, 2024	Unaudited** Dec 31, 2023	Inc / (Dec)
OPERATIONS			
Current Assets			
Operating Cash	\$ 696,661	\$ 678,244	\$ 18,417
Building Completion Deposit Fund	679,480	506,408	173,072
Member Receivables - Operations*	-	43,985	(43,985)
Other Receivables	17,800	16,560	1,240
Prepaid Expenses	166,081	70,215	95,866
Operating Lease ROU Assets	7,399	10,631	(3,232)
Inventory	5,845	5,659	187
Total Current Assets	1,573,266	1,331,702	241,565
Current Liabilities			
Accounts Payable	(92,778)	(226,676)	133,898
Accrued Vacation Liability	(77,588)	(64,195)	(13,393)
Accrued Payroll	-	(64,114)	64,114
Prepaid Assessments	(282,370)	(224,404)	(57,966)
Building Completion Deposits	(679,480)	(506,408)	(173,072)
Other Refundable Deposits	(8,796)	(5,896)	(2,900)
Operating Lease Liability	(7,399)	(10,631)	3,232
Prepaid Golf Memberships	-	(112,089)	112,089
Total Current Liabilities	(1,148,411)	(1,214,413)	66,002
Operating Reserve Funds			
Emergency Operating Cash	363,065	362,252	813
Undesignated Reserves Cash	315,224	306,265	8,959
Total Operating Reserve Funds	678,289	668,517	9,772
Net Operating Assets	\$ 1,103,144	\$ 785,806	\$ 317,339
CAPITAL			
Capital Current Assets			
CRRRF (Capital Repair & Replacement) Cash Fund	3,662,708	3,627,018	35,690
Roads Reserve Cash Fund	2,488,864	2,034,275	454,589
Board Density Reduction Cash Fund	87,797	87,688	109
Mailbox Cash Fund	139,157	126,445	12,712
CRRRF Capital Reserve Holding Cash	220,177	222,019	(1,842)
Mitigation Assignment of Savings Cash	49,760	49,688	72
LWWSD Assignment of Savings Cash	14,931	101,840	(86,909)
Member Receivables - Capital**	-	16,112	(16,112)
Total Capital Current Assets	6,663,394	6,265,085	398,309
Capital Fixed Assets			
Fixed Assets	15,611,464	15,373,162	238,302
Finance ROU Assets	97,563	136,464	(38,901)
Lots Held for Sale	236,456	236,456	-
Total Capital Assets	15,945,483	15,746,082	199,401
Long Term Liabilities			
CRRRF Loan 2022	(1,669,079)	(1,799,425)	130,345
Finance Leases	(75,736)	(106,596)	30,860
Total Long Term Liabilities	(1,744,816)	(1,906,021)	161,205
NET ASSETS	\$ 21,967,205	\$ 20,890,952	\$1,076,253
MEMBER EQUITY			
Member Equity			
Current Year Net Income: Operations	412,234	463,239	(51,005)
Net Income: Rec Special Assmt	-	(180,468)	180,468
Transfers Out from Operations to Capital	(105,600)	(32,799)	(72,801)
Current Year Net Income: Capital**	666,357	1,471,336	(804,979)
Transfers Into Capital from Operations	105,600	32,799	72,801
Retained Earnings**	5,232,892	4,950,121	282,771
Capital**	15,655,722	14,186,724	1,468,998
TOTAL MEMBER EQUITY	\$ 21,967,205	\$20,890,952	\$1,076,253

* The Association's internal policy is to write off any member receivables that are 30 days past due as bad debts for internal 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 June 30, 2024, and December 31, 2023, the balances of receivables written off were \$739,217 and \$623,674, 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, 2021, and 2022 audited financial statements (2022 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**

UNAUDITED

	Current Month - June 2024			Year to Date - 6 Months Ending 6/30/2024			
	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	222,694		230,828	1,336,463			1,385,553
Bad Debt Reserve	(9,548)		(5,397)	(38,876)			(30,922)
Net Current Year Assessment Income	213,146	1,862	225,431	1,297,587	29,886	97.1%	1,354,631
Bad Debt Recoveries - Prior Years			3,486				20,842
Golf Income	191,820	28,658	-	709,555	71,813		-
Marina Income	14,959	14,959	-	230,246	36,526		-
Rec Center & Pools Income	7,289	3,893	-	11,903	2,456		-
Legal & Collections Income	-	-	-	-	-		-
Other Income	8,912	(5,536)	-	69,434	28,724		-
Rental Income - Other	1,619	(2,296)	-	8,000	2,190		-
Area Z Rental Income	139	36	-	11,129	(415)		-
Lease Income	5,330	1,184	-	32,478	7,602		-
New Home Construction Fees	57,200	18,695	-	157,350	89,662		2,500
Capital Gain (Loss) on Sale of Assets	-	-	-	-	-		1,368
Investment Income	721	629	4,140	3,796	3,246		24,062
Total Revenue	501,135	62,084	233,057	2,531,478	271,690		1,403,403
EXPENSES							
Salaries & Benefits	196,734	13,577	-	1,069,827	48,796		-
Contracted & Professional Services	24,050	(7,300)	-	124,980	(49,824)		-
CC&Rs/ Mandates	48,351	(12,301)	-	254,356	(35,377)		-
Maintenance & Landscaping	37,016	3,514	-	213,470	32,353		-
Utilities	27,169	(1,818)	-	107,225	(4,531)		-
Administrative	18,711	(6,796)	-	92,954	(14,409)		-
Regulatory Compliance	6,816	(2,797)	-	110,952	(40,728)		-
Insurance Premiums	16,255	(2,024)	-	90,066	(4,676)		-
Other Expenses	-	83	-	-	500		-
Depreciation Expense	-	-	206,910	-	-		687,720
Interest expense	-	-	5,925	-	-		33,214
Total Expenses	375,102	(15,862)	212,835	2,063,830	(67,896)		720,934
Net Income (Loss)	126,033	46,222	20,222	467,648	203,794		682,469
Net UDR Activity for Operations							
Firewise	(5,734)			(5,734)			
Hazardous Tree Removal	(12,922)			(23,042)			
GM Recruiting Search	(6,167)			(6,167)			
Net Income (Loss) with Board Approved UDR	101,210	46,222	20,222	432,705	203,794		682,469
Other Activity							
Net Other UDR Activity*	7,101			36,907			
AR Accrual - Prior Year Reversal	-		-	(43,985)			(16,112)
AR Accrual - Current Year	-		-	-			-
Vacation Liability Accrual	(2,642)			(13,393)			
Total Other Activity	4,459		-	(20,471)			(16,112)
Grand Total Activity	105,669	46,222	20,222	412,234	203,794		666,357

*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

Sudden Valley Community Association
Reserve Cash Balance & Activity
6 Months Actual, 6 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 12/31/2023	3,627,018	2,034,275	222,019	87,688	126,445	151,528	\$ 6,248,973	362,252	306,265	\$ 668,517
Dues Received	666,210	690,577		-	12,421		1,369,207	-	55,533	55,533
Storm Water Mitigation Plan Fee		2,500					2,500			-
Investment Income	13,907	9,172	496	109	291	87	24,062	813	720	1,533
Sale of Assets	1,368			-			1,368			-
Board Approved Transfers	105,600						105,600			-
Mitigation Release	-	86,923				(86,923)	-			-
2024 Expenditures	(751,395)	(334,583)	(2,338)	-	-		(1,088,316)		(47,294)	(47,294)
Net Available Cash at 6/30/2024	3,662,708	2,488,864	220,177	87,797	139,157	64,691	\$ 6,663,394	363,065	315,224	\$ 678,289
6 Month Outlook										
Outlook - 2024 Dues (95% collections)	642,208	660,532			11,919		\$ 1,314,659			\$ -
Outlook - Prior Year Collections	9,948	10,231			185		20,364		19,636	19,636
CRRRF Loan Payments for year 2024	(166,520)						(166,520)			-
Obligated Expenses/Holdings	(1,675,304)	(1,185,512)	(220,177)			(64,691)	(3,145,685)		(112,975)	(112,975)
Net Usable Cash Balance 12/31/2024	2,473,040	1,974,115	-	87,797	151,261	-	\$ 4,686,213	363,065	221,886	\$ 584,951
Board Recommended Carryover Balance	(600,000)	(500,000)					\$ (1,100,000)			\$ -
Net Usable Cash 12/31/2024, After Recommendation	\$ 1,873,040	\$ 1,474,115	\$ -	\$ 87,797	\$ 151,261	\$ -	\$ 3,586,213	\$ 363,065	\$ 221,886	\$ 584,951
Net Current Year Cash Increase (Decrease)	(1,153,978)	(60,160)	(222,019)	109	24,816	(151,528)	\$ (1,562,760)	813	(84,379)	\$ (83,566)

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

Sudden Valley Community Association

Sudden Valley Community Association
Operations - By Department
June 1, 2024 to June 30, 2024
CURRENT MONTH

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	57,400	18,666	-	7,097	25,345	1,959	32,055	27,722
Accounting	3,435	(6,690)	28,330	(162)	7,478	(1,770)	(32,373)	(8,622)
Administration	1,436	1,176	37,879	(1,748)	14,953	(8,427)	(51,396)	(8,999)
Common Costs	3,562	304	-	-	40,206	(14,997)	(36,644)	(14,693)
Facilities	5,468	1,219	3,772	455	15,577	1,145	(13,881)	2,819
Maintenance	-	-	27,832	2,148	13,346	(9,009)	(41,178)	(6,861)
Subtotal	71,301	14,675	97,813	7,790	116,905	(31,099)	(143,417)	(8,634)
Golf	191,820	28,658	66,469	5,426	36,590	7,789	88,761	41,873
Marina	15,959	15,292	-	-	4,049	(2,676)	11,910	12,616
Rec/ Pools/ Parks	8,908	1,597	32,452	361	20,823	(3,453)	(44,367)	(1,495)
Subtotal	216,687	45,547	98,921	5,787	61,462	1,660	56,304	52,994
Subtotal Operations before Ops Dues	287,988	60,222	196,734	13,577	178,367	(29,439)	(87,113)	44,360
Ops Dues Earned	222,694						222,694	
Curr Yr Bad Debts Activity	(9,548)						(9,548)	
Net Ops Dues	213,146	1,862					213,146	1,862
Net Operations	501,134	62,084	196,734	13,577	178,367	(29,439)	126,033	46,222
Net BOD Approved UDR Activity for Operations								
Firewise	-		-		5,734		(5,734)	
Hazardous Tree Removal	-		-		12,922		(12,922)	
GM Recruiting Search	-		-		6,167		(6,167)	
Net Operations with Board Approved UDR	501,134	62,084	196,734	13,577	203,190	(29,439)	101,210	46,222
Other Operating Activity								
UDR Activity	7,883				782		7,101	
AR Accrual - Prior Year Reversal	-				-		-	
AR Accrual - Current Year	-				-		-	
Vacation Liability Accrual	-				2,642		(2,642)	
Total Other Operating Activity	7,883				3,424		4,459	
Grand Total Operations Activity	509,017	62,084	196,734	13,577	206,614	(29,439)	105,669	46,222

* Excludes Depreciation

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

Sudden Valley Community Association

Sudden Valley Community Association
Operations - By Department
January 1, 2024 to June 30, 2024
YEAR TO DATE

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	184,510	115,447	-	42,591	254,011	(80,194)	(69,501)	77,844
Accounting	13,395	(2,895)	170,726	(1,699)	28,879	(6,053)	(186,210)	(10,647)
Administration	2,089	711	214,657	2,146	62,139	(18,276)	(274,707)	(15,419)
Common Costs	25,577	6,027	-	-	229,344	(46,586)	(203,767)	(40,559)
Facilities	43,608	7,188	22,481	2,881	79,500	34,939	(58,373)	45,008
Maintenance	-	-	190,997	1,286	37,352	9,057	(228,349)	10,343
Subtotal	269,179	126,478	598,861	47,205	691,225	(107,113)	(1,020,907)	66,570
Golf	709,555	71,813	366,656	2,157	224,147	(5,843)	118,752	68,127
Marina	235,254	38,867	-	-	9,528	857	225,726	39,724
Rec/ Pools/ Parks	19,903	4,646	104,310	(566)	69,103	(4,593)	(153,510)	(513)
Subtotal	964,712	115,326	470,966	1,591	302,778	(9,579)	190,968	107,338
Subtotal Operations before Ops Dues	1,233,891	241,804	1,069,827	48,796	994,003	(116,692)	(829,939)	173,908
Ops Dues Earned	1,336,463						1,336,463	
Curr Yr Bad Debts Activity	(38,876)						(38,876)	
Net Ops Dues	1,297,587	29,886					1,297,587	29,886
Net Operations	2,531,478	271,690	1,069,827	48,796	994,003	(116,692)	467,648	203,794
Net BOD Approved UDR Activity for Operations								
Firewise	-		-		5,734		(5,734)	
Hazardous Tree Removal	-		-		23,042		(23,042)	
GM Recruiting Search	-		-		6,167		(6,167)	
Net Operations with Board Approved UDR	2,531,478	271,690	1,069,827	48,796	1,028,946	(116,692)	432,705	203,794
Other Operating Activity								
UDR Activity	49,503				12,596		36,907	
AR Accrual - Prior Year Reversal	(43,985)				-		(43,985)	
AR Accrual - Current Year	-				-		-	
Vacation Liability Accrual	-				13,393		(13,393)	
Total Other Operating Activity	5,518				25,989		(20,471)	
Grand Total Operations Activity	2,536,996	271,690	1,069,827	48,796	1,054,935	(116,692)	412,234	203,794

* Excludes Depreciation

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

Sudden Valley Community Association

SUDDEN VALLEY COMMUNITY ASSOCIATION - LOTS & DUES ANALYSIS 2024

																											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		Avail.							
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	Total							
Jan	20	96	116	301	2,517	2,818	24	62	5	13	1	11	16	40	1	14	321	2,613	2,934	47	140	187	368	2,753	3,121	774	0	3	777	737	6	1,520	4,641	
Feb	22	104	126	303	2,508	2,811	14	59	10	22	3	6	15	42	1	12	325	2,612	2,937	43	141	184	368	2,753	3,121	774	0	3	777	737	6	1,520	4,641	
Mar	23	114	137	307	2,510	2,817	11	57	4	9	4	7	17	44	1	12	330	2,624	2,954	37	129	166	367	2,753	3,120	774	0	3	777	738	6	1,521	4,641	
Apr	27	121	148	308	2,532	2,840	5	31	4	13	1	4	21	38	1	14	335	2,653	2,988	32	100	132	367	2,753	3,120	774	0	3	777	738	6	1,521	4,641	
May	28	123	151	304	2,508	2,812	13	58	3	11	0	6	18	34	1	13	332	2,631	2,963	35	122	157	367	2,753	3,120	774	0	3	777	738	6	1,521	4,641	
Jun	29	136	165	293	2,482	2,775	17	65	9	17	1	5	16	37	2	11	322	2,618	2,940	45	135	180	367	2,753	3,120	774	0	3	777	738	6	1,521	4,641	
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	
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	
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	
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	
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	
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	

LLE = Lot Line Eraser
CTB = Covenant to Bind

		Sudden Valley Community Association - Capital Project Report									
		CRRRF Projects Open in 2024									
		Updated as of			6/30/2024						
							A	B	A-B		
	BOARD APPROVED PROJECT						BUDGETED		Acctg Funds Obligated		
Cost Manager	Approval Date	GL	Project Name	Fund	Status		Board Approved	Total Invoiced			
Turf Manager	1/23/20	9719.18	Trim Mower- Turf	CRRRF	Open	●	44,050	34,849	9,201	LE	
Turf Manager	1/23/20	9719.19	Utility Vehicles	CRRRF	Open	●	104,248	90,781	13,467	LE	
GM	3/12/2020 & 5/25/23 & 9/14/23	9719.20	Marina Dock Replacement	CRRRF	Open	●	169,049	163,037	6,012		
Golf Director	11/5/20	9721.01	Golf Cart Fleet	CRRRF	Open	●	183,900	125,865	58,035	LE	
GM	6/9/22 & 12/14/23	9722.05	Rekeying of Facilities	CRRRF	Open	●	31,494	29,903	1,591		
Maint Manager	10/27/22 & 10/12/23	9722.08	Area Z Maintenance Facility Remodel	CRRRF	Open	●	483,398	212,910	270,488		
GM	10/27/22 & 9/28/23 & 11/2/23	9722.09	Barn 8 Refurbishment	CRRRF	Open	●	824,530	64,611	759,919		
GM	1/26/23 & 4/13/23	9723.03	Playground ADA Improvements	CRRRF	Open	●	107,867	105,206	2,661		
GM	1/12/23	9723.04	Austin Creek Repair	CRRRF	Closed	●	32,571	9,703	-		
GM	3/9/23 & 3/14/24	9723.05	Tennis Court Resurfacing & Fencing	CRRRF	Open	●	321,717	16,287	305,430		
GM	3/9/23	9723.07	Website Improvements	CRRRF	Open	●	10,483	5,497	4,986		
Turf Manager	5/11/23	9723.11	Golf Course Irrigation System Control Panel	CRRRF	Open	●	44,981	19,548	25,433		
GM	5/25/23	9723.13	Area Z Tall Barn Refurbishment	CRRRF	Open	●	59,475	59,180	295		
Maint Manager	10/12/23	9723.16	Maintenance Shop Generator	CRRRF	Open	●	16,290	8,145	8,145		
Golf Director	12/14/23	9723.17	10 Additional Golf Carts Lease	CRRRF	Open	●	81,600	1,326	80,274	LE	
Maint Manager	1/25/24	9724.01	Turf Building Remodel-HVAC	CRRRF	Open	●	9,009	9,026	(17)	X	
Maint Manager	1/25/24	9724.012	Turf Building Remodel-Permit/Design	CRRRF	Open	●	9,755	2,199	7,556		
GM	1/25/24	9724.02	Asphalt Cart Path Repairs	CRRRF	Open	●	54,080	2,786	51,294		
Maint Manager	1/25/24	9724.03	Fleet Replacement OP-1 & OP-12	CRRRF	Open	●	90,480	74,364	16,116		
Turf Manager	2/22/24	9724.04	Kubota M5660SUHD Tractor	CRRRF	Open	●	50,937	50,937	-		
Turf Manager	2/22/24	9724.05	Sand Trap Rake	CRRRF	Open	●	32,579	32,579	-		
Maint Manager	2/22/24	9724.06	Club House HVAC 20 Ton Design/permitting	CRRRF	Open	●	22,176	4,979	17,197		
Maint Manager	4/25/24	9724.07	Adult Center Furnace & Water Heater Replacement	CRRRF	Open	●	13,108	6,554	6,554		
Maint Manager	5/23/24	9724.08	Adult Center Painting/Clubhouse Painting & Deck Coatin	CRRRF	Open	●	40,867	10,217	30,650		
				Open Projects Total, CRRRF			\$ 2,838,644	\$ 1,140,489	\$ 1,675,287		
		LE	These line items represent five-year finance leases, which means the obligated costs will be spread out over five-year periods.								
		X	Overbudget amount will be charged to operations.								
									\$ 1,675,304		
									Adjusted Balance		

		Sudden Valley Community Association - Capital Project Report								
		Roads Projects Open in 2024								
		Updated as of		6/30/2024						
						A	B	A-B		
		BOARD APPROVED PROJECT					BUDGETED			
Cost Manager	Approval Date	GL	Project Name	Fund	Status		Board Approved	Total Invoiced	Acctg Funds Obligated	
GM	3/25/21	9921.03	2021 Southern Court Stabilization & Asphalt Repairs	ROADS	Open	●	189,271	171,969	17,302	
GM	10/13/22	9922.8	Cold Spring Drainage Repair	ROADS	Open	●	35,596	18,749	16,847	
GM	2/9/23	9923.1	10 Year Capital Roads & Drainage Improvement Plan	ROADS	Open	●	132,350	119,069	13,281	
GM	4/27/23	9923.3	2023 Roads On-Call Engineering	ROADS	Open	●	40,000	39,995	5	
GM	5/11/23	9923.41 & 9923.412	2023 Street Sign Replacement	ROADS	Open	●	31,084	30,269	815	
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	Open	●	36,619	29,873	6,746	
Maint Manager	2/22/24	9924.1	2024 Fast Response Drainage Issues	ROADS	Open	●	88,400	-	88,400	
GM	2/22/24	9924.2	2024 On- Call Engineering	ROADS	Open	●	41,600	20,135	21,465	
GM	2/22/24	9924.3	2024 Potholes & Minor Road Repairs	ROADS	Open	●	36,400	13,972	22,428	
GM	2/22/24 & 4/25/24	9924.4	2024 Deer Run Lane & SVCA Culvert Replacements	ROADS	Open	●	939,779	224,736	715,043	
GM	2/22/24	9924.5	2024 Renewal of 5-yr programmatic Permits	ROADS	Open	●	30,000	-	30,000	
GM	2/22/24	9924.6	2024 Area Z Access Bridge Design/permitting & Culv	ROADS	Open	●	131,004	15,369	115,635	
GM	2/22/24	9924.8	2024 Cold Spring Drainage Improvements	ROADS	Open	●	30,000	-	30,000	
GM	2/22/24	9924.9	2024 Bi-Annual Bridge Inspections	ROADS	Open	●	5,561	1,000	4,561	
			Subtotal Roads Open Projects				\$ 1,799,467	\$ 711,395	\$ 1,088,072	
Maint Manager	2/22/24	9924.7	2024 CVC Supplies & Outside Contractor	ROADS	Open	●	59,520	6,698	52,822	A
Maint Manager	2/22/24	9924.72	2024 CVC Wages, Taxes, & Benefits	ROADS	Open	●	65,800	21,182	44,618	A
			Subtotal 2024 Roads CVC Project				\$ 125,320	\$ 27,880	\$ 97,440	
			Open Project Totals, Roads				\$ 1,924,787	\$ 739,275	\$ 1,185,512	
		A	9924.7 and 9924.72 are the same project.							

[illegible]



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

APPROVAL REQUEST MEMO

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

From: Jo Anne Jensen, General Manager

Date: August 22nd, 2024

Subject: Approval Request – Easement for 20 Sweet Clover Circle

Purpose

To request approval for executing the easement agreement granting 20 Sweet Clover Circle permission to cross SVCA park space with sanitary sewer and stormwater lines.

Background

The Board approved the proposed easement for 20 Sweet Clover Circle on August 8th, but asked for an opportunity to review the proposed agreement before granting permission to the GM to execute it.

Request

Request that the Board of Directors direct the General Manager to execute the attached easement agreement on behalf of the Association.

Motion

Move that the Board of Directors direct the General Manager to execute the proposed easement agreement for 20 Sweet Clover Circle on behalf of the Association.

Approvals

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President

Filed for Record at Request of:

Sudden Valley Community Association
4 Clubhouse Cir
Bellingham, WA 98229
(360) 734-6430

DOCUMENT TITLE:	UTILITY EASEMENT AGREEMENT
GRANTORS:	SUDDEN VALLEY COMMUNITY ASSOCIATION, a Washington non-profit corporation
GRANTEES:	DAVID SHPORTKO
ABBREV. LEGAL DESCRIPTION:	LOT 135, SUDDEN VALLEY, DIV. NO. 25
PARCEL NOS.:	3704074912080000 / P32264
REFERENCE NO.:	N/A

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Easement Agreement") is made this _____ day of _____, 2024, by David Shportko, owner of Lot 135 in Division 25 (the "Lot Owner"), and the **SUDDEN VALLEY COMMUNITY ASSOCIATION**, a Washington non-profit corporation (the "Association"). The Association and Lot Owner are individually referred to herein as a "Party" and collectively as the "Parties" or "Parcel Owners."

I. RECITALS

WHEREAS, the Lot Owner owns the real property depicted as Lot 135 (legally described in **Exhibit 1** attached hereto) (the "Benefited Property"), on the Division 25 Plat Map attached hereto as **Exhibit 2** (the "Plat") recorded under Whatcom County Auditor File No. 1113643;

WHEREAS, the Association owns tracts marked as "Park" in the Division 25 Plat Map and that is otherwise shown in the Sewer Design and Stormwater Site Plan attached hereto as **Exhibit 3** and **Exhibit 4** respectively (the "Burdened Property"); and

WHEREAS, the Lot Owner desires to construct and install sewer and stormwater lines as set forth respectively in the Sewer Design and Stormwater Site Plan and as shown connecting Lot 135 to the existing sewer and stormwater system.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the terms and conditions herein, the Parties hereto agree to be bound as follows:

1. GRANT OF EASEMENT.

1.1 The Association hereby grants and conveys to the Lot Owner a non-exclusive perpetual easement ("Easement") for sewer and stormwater utilities under the Park area, as depicted in **Exhibit 2**, **Exhibit 3**, and **Exhibit 4** hereto, and incorporated herein by reference, which Easement shall be strictly limited to the location of the sewer and stormwater connections from the Lot to the existing sewer and stormwater lines as shown on the Sewer and Stormwater Designs depicted in **Exhibit 3** and **Exhibit 4**. This Easement is granted only to allow the Lot Owner to utilize the sewer and stormwater systems in Division 25 by constructing sewer and stormwater lines in alignment with the sewer and stormwater connections shown in the Sewer Design and Stormwater Design. The Easement shall not be further expanded or increased to cover any additional uses or square footage of the Burdened Property.

2. INSTALLATION, MAINTENANCE, AND RESTORATION.

2.1 The Lot Owner shall be solely responsible for the installation, maintenance, and repair related to the sewer and stormwater lines in the Easement. The Lot Owner shall keep the Easement free of rubbish, trash, and construction debris. Following installation of the sewer and stormwater lines, or following any subsequent maintenance or repair of the lines or the Burdened Property, the Lot Owner shall restore the Burdened Property to as near as possible to its prior condition. If vegetation, soil, or other natural, preexisting debris is disturbed or destroyed, the Lot Owner shall restore or replace the soil, natural debris, and vegetation. The Lot Owner must receive approval from the Association for any restoration or replacement work prior to the Lot Owner commencing such work. The material used by the Lot Owner to restore or replace the soil,

natural debris, or vegetation must be approved by the Association prior to the Lot Owner using such material. The Lot Owner shall be solely responsible for all costs for restoring the surface of the Burdened Property to its prior condition.

2.2 The Lot Owner, or any of their contractors or agents, shall complete the initial installation and restoration work within the Burdened Property within ninety (90) days of the mutual execution of this Easement Agreement. The Lot Owner, or any of their contractors or agents, shall complete all subsequent maintenance or repair work, and any related restoration work, within the Burdened Property within sixty (60) days of receiving the Association's approval.

2.3 The Lot Owner shall limit any and all work on the Burdened Property to daylight hours between 8:00 AM and 7:00 PM.

2.4 The Association must approve of any maintenance or repair work to the line or Burdened Property prior to commencement of any maintenance or repairs.

3. **LIABILITY.** The Lot Owner assumes any and all risk and liability associated with use of the Burdened Property and agrees to defend, indemnify, and hold SVCA, its employees, agents, officers, and board members harmless from and against all liabilities, claims, losses, demands, or judgments, including reasonable costs and attorneys' fees, incurred by SVCA arising out of or relating to damages to persons or property occasioned by the use of the Easement by the Lot Owner, the Lot Owner's licensees, invitees, and guests.

4. **BINDING NATURE OF GRANT.** This Easement Agreement and the rights expressed herein shall bind and benefit, as applicable, the Parties, and their respective successors, devisees, transferees, heirs, executors, administrators, and assigns. The Benefited Property and the Burdened Property shall be subject to this Easement Agreement, and all subsequent owners, successors, and assigns of the Parcels shall take said real property subject to this Easement Agreement.

5. **NO DEDICATION TO PUBLIC.** Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the said tracts to the general public or for any public use or purpose whatsoever.

6. **COMMENCEMENT AND TERMINATION.** The Easement shall commence upon recordation of this Easement Agreement.

7. **REMEDIES.** In the event that the Lot Owner is in breach or default of the terms or conditions of this Easement Agreement, the Association may pursue the following cumulative, non-exclusive, remedies:

7.1 Revoke this Easement Agreement upon thirty (30) days' written notice to the Lot Owner which revocation shall become effective upon the unilateral recording by the Association of a "Revocation of Easement" in the office of the Auditor in and for Whatcom County, Washington.

7.2 Perform the cure at the Association's expense and bill such charges, plus an administrative fee of ten percent (10%) thereon, to the Lot Owner. The Association may record

a lien against the Benefited Property to secure payment of such charges. The lien shall run with the land and may be foreclosed as a mortgage in Washington state.

7.3 Issue a fine of Twenty Five Dollars (\$25.00) to the Lot Owner for each day the Lot Owner is in default. The Association may record a lien against the Benefited Property to secure payment of such fines. The lien shall run with the land and may be foreclosed as a mortgage in Washington State.

8. **ATTORNEYS' FEES AND COSTS.** In the event either of the Parties institute a suit to enforce this Easement Agreement, the prevailing Party shall be entitled to court costs and reasonable attorney's fees against the losing Party.

9. **GOVERNING LAW.** It is agreed that the jurisdiction and venue of any legal actions brought under the terms of this Easement Agreement shall be exclusively in the Superior Court for Whatcom County, Washington. Washington law shall apply to this Easement Agreement.

10. **AMENDMENTS.** Except as otherwise set forth herein, this Easement Agreement may not be modified, amended, or terminated except by written agreement of the Association and the Lot Owner.

11. **HEADINGS.** The captions and headings provided for in this Easement Agreement are for reference purposes only and do not have any effect on the interpretation of this Easement Agreement.

12. **NON-WAIVER.** Failure to enforce any provision of this Easement Agreement shall not operate as a waiver of any such provision.

13. **SEVERABILITY.** In case any one or more of the provisions contained in this Easement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Easement Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **ENTIRE AGREEMENT.** This is the entire agreement concerning this Easement Agreement. The recitals and definitions set forth above are incorporated as if fully set forth herein. There are no other oral or written understandings.

IN WITNESS WHEREOF, the Parties have caused this document to be executed as of the day and year first above written.

[Signatures & Notaries on Following Pages]

GRANTOR:

**SUDDEN VALLEY COMMUNITY ASSOCIATION,
A WASHINGTON NONPROFIT CORPORATION**

By: Jo Anne Jensen
Its: General Manager
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me **JO ANNE JENSEN**, to me known to be the **GENERAL MANAGER** of the **SUDDEN VALLEY COMMUNITY ASSOCIATION**, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this _____ day of _____, _____.

Print Name:
NOTARY PUBLIC in and for the
State of Washington, Residing at _____
My Commission Expires: _____

GRANTEE:

[NAME]

By: _____
Owner of Lot _____
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me _____ to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, _____.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, Residing at _____
My Commission Expires: _____

**EXHIBIT 1
LEGAL DESCRIPTION**

LOT 135, PLAT OF SUDDEN VALLEY, DIVISION NO. 25, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGES 8 THROUGH 10, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT 2
DIVISION 25 PLAT MAP



VICINITY SKETCH
SCALE: 1" = 2000'

- SIDE SEWER INSTALLED THIS CONTRACT
- INDICATES LOTS WHICH MUST PUMP INDIVIDUALLY INTO GRAVITY SEWER
- 5 NUMBER INDICATES SHEET NUMBER FOR PLAN-PROFILE DRAWING

SIDE SEWERS

DESIGNED	RVM	ADD MH 25-46A	ADLS	7-28-72
DRAWN	TMA	REVISED TO SHOW INTERFACE WITH DIVISION 27	GDB	RVM 6-7-72
CHECKED	RIA			

CONSULTING ENGINEERS
PLANNING CONSULTANTS
GOLF COURSE ARCHITECTS
GOLF COURSE ENGINEERS
SOIL MECHANICS ENGINEERS
ARCHITECTS & LANDSCAPE ARCHITECTS
MILES TAYLOR & CO.

HORTON DENNEY & ASSOCIATES, INC.
LAND ENGINEERS
THE GORE & ROBINSON
C. A. HOGAN & ASSOCIATES
DANIEL, MANN, JOHNSON & MERRITT

Sudden Valley

the underdevelopment of the
THE SANWICK CORPORATION
SUITE 1200 DENNEY BUILDING SEATTLE, WASHINGTON 98121

DATE	4-72
SCALE	1" = 100'
APPROVED	
F.S. NO.	

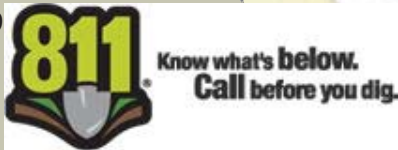
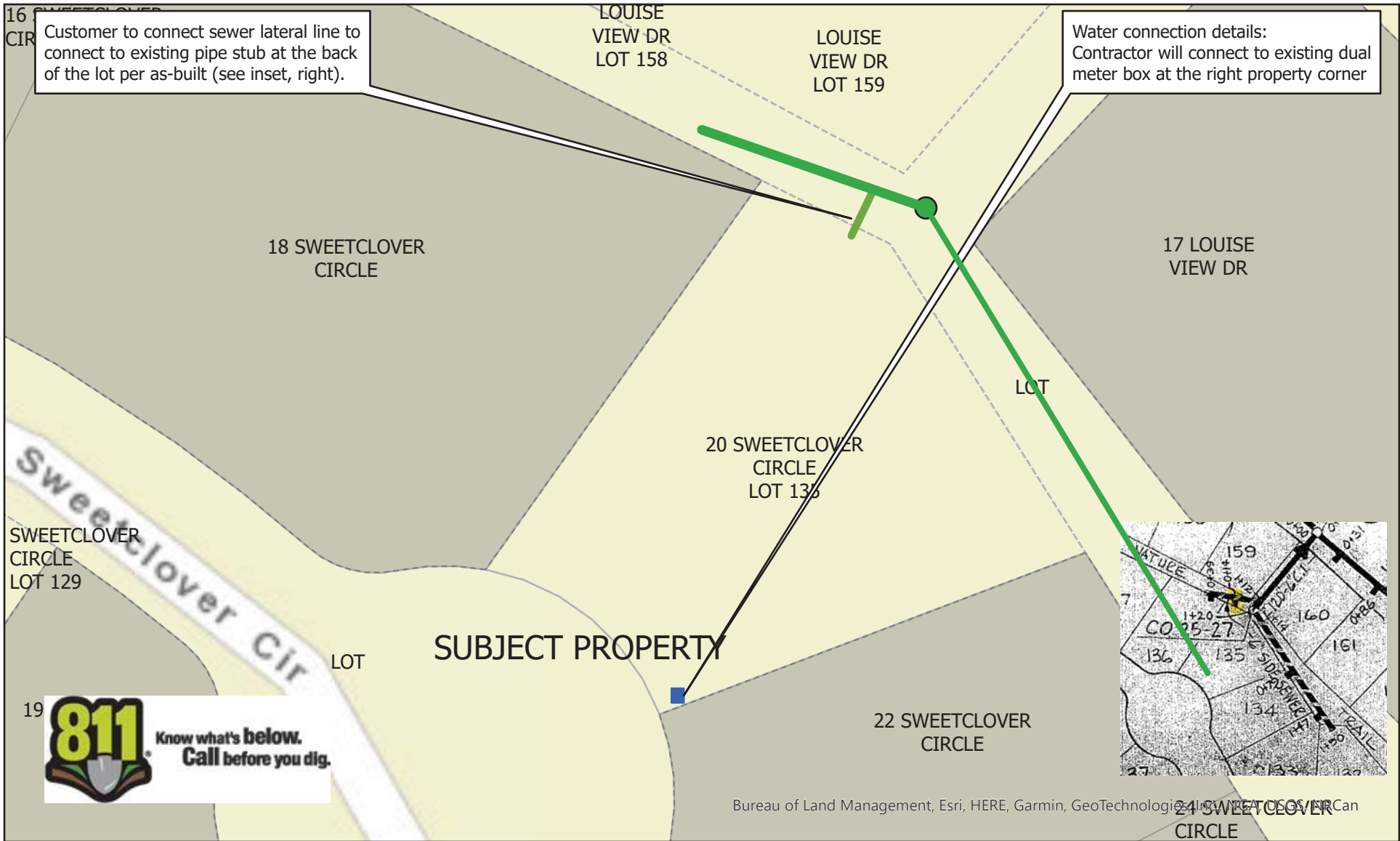
SUDDEN VALLEY
SANITARY SEWERAGE SYSTEM
DIV. 25 INDEX SHEET

JOB NO.	6025.4
SHEET NO.	1 OF 1

DwgSerial#: 453

SECTION P

EXHIBIT 3
SEWER SITE PLAN



20 Sweet Clover Cir.
Parcel # 370407 491208 | Lot 135

WATER AND SEWER CONNECTION INFORMATION

Connection information shown is approximate. Other utility locations are not shown.
All work shall be done in accordance with the District's Design & Construction Standards.

RM
7/21/22

Lake Whatcom Water & Sewer District | 1220 Lakeway Drive | Bellingham, WA 98229 | (360) 734-9224

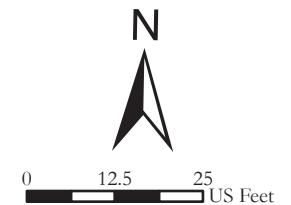


EXHIBIT 4
STORMWATER DESIGN

NOTE:
RESIDENCE SITE PLAN AS PROVIDED BY
FULLER BUILDING DESIGN, JUNE 2022

FILTRATION TRENCH TO OUTLET TO
EXISTING DITCH ALONG LOUISE
VIEW DRIVE. CONTRACTOR TO
VERIFY EXACT LOCATION.

INSTALL 4-INCH DIFFUSER TEE AT
THE BASE OF THE SLOPE SITUATE
ON GRAVEL SPLASHPAD

NOTE:
STORMWATER TREATMENT FILTRATION TRENCH AND SURROUNDING
GRADE IS TO BE STABILIZED AND GRADED LESS THAN 15% GRADES. IF
NECESSARY, TRENCH IS TO BE KEYED INTO SLOPE WITH FURTHER
STABILIZATION MEASURES, SUCH AS RETAINING WALLS, ETC, TO
PREVENT ANY POTENTIAL EROSION/ SLOPE FAILURE DOWNSLOPE OF
THE STORMWATER TREATMENT FILTRATION TRENCH LOCATION.

4-INCH Ø HDPE TIGHTLINE
WITH FUSE-WELDED JOINTS
MATCH EXIST. SLOPE
INSTALL PIPE ANCHORS TO
SLOPE FACE AT 10-FOOT
INTERVALS

4-INCH HDPE PIPE TO
DAYLIGHT AND CONTINUE
DOWN SLOPE ABOVE
GROUND WITHIN GREEN
SPACE RIGHT-OF-WAY

7' X 4' STORMWATER TREATMENT
FILTRATION TRENCH. SEE FIGURE 7

CONNECT DOWNSPOUT
TIGHTLINE SYSTEM TO
FILTRATION TRENCH

BASIN 1
2,133 SF (0.0490 AC) TOTAL
NON-POLLUTION GENERATING
IMPERVIOUS SURFACE

DRIVEWAY TRENCH DRAIN TO
CONNECT TO DOWNSPOUT
TIGHTLINE SYSTEM

SLOPE DRIVEWAY TO DRAIN
TO DRIVEWAY TRENCH DRAIN

BASIN 2
1,175 SF (0.0270 AC) TOTAL
POLLUTION GENERATING
IMPERVIOUS SURFACE

INSTALL 12" CULVERT
BENEATH PROPOSED
DRIVEWAY TO PRESERVE
EXISTING CONVEYANCE
SYSTEM AS NEEDED
MATCH EXIST. FLOW LINE
ELEVATIONS

101 SF ALLOWABLE LANDSCAPING

- ALL LANDSCAPED AREAS SHALL
MEET POST-CONSTRUCTION SOIL
QUALITY & DEPTH (BMP T5.13)

SEE SECTION 5.5 FOR SPECIFICATIONS

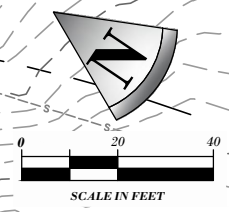
TOTAL IMPERVIOUS SURFACE AREA:
3,308 SF (0.0759 AC) TOTAL



**AXE ENGINEERING
SERVICES, LLC**
"CUTTING THROUGH
PROJECT BARRIERS"
851 COHO WAY #306
BELLINGHAM, WA 98225
360 - 922 - 0549
www.axeengineering.com

WHATCOM COUNTY, WA
**20 SWEETCLOVER CIRCLE RESIDENCE
STORMWATER SITE PLAN
POST-DEVELOPED BASIN PLAN**

6/27/2023
22039
Fig 4





Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

APPROVAL REQUEST MEMO

To: Sudden Valley Community Association (SVCA) Board of Directors (BOD)
From: Jo Anne Jensen, General Manager
Date: August 22nd, 2024
Subject: Approval Request – Easement for 8 Thunder Peak Way

Purpose

To request approval for executing the easement agreement granting 8 Thunder Peak Way permission to cross SVCA park space with a sanitary sewer line.

Background

The Board approved the proposed easement for 8 Thunder Peak Way on August 8th, but asked for an opportunity to review the proposed agreement before granting permission to the GM to execute it.

Request

Request that the Board of Directors direct the General Manager to execute the attached easement agreement on behalf of the Association.

Motion

Move that the Board of Directors direct the General Manager to execute the proposed easement agreement for 8 Thunder Peak Way on behalf of the Association.

Approvals

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President

Filed for Record at Request of:

Sudden Valley Community Association
4 Clubhouse Cir
Bellingham, WA 98229
(360) 734-6430

DOCUMENT TITLE:	UTILITY EASEMENT AGREEMENT
GRANTORS:	SUDDEN VALLEY COMMUNITY ASSOCIATION, a Washington non-profit corporation
GRANTEES:	DIMITRY J. SAVCHUK
ABBREV. LEGAL DESCRIPTION:	LOT 155, SUDDEN VALLEY, DIV. NO. 10
PARCEL NOS.:	3704063223750000 / P30564
REFERENCE NO.:	N/A

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Easement Agreement") is made this _____ day of _____, 2024, by Dmitry J. Savchuk, owner of Lot 155 in Division 10 (the "Lot Owner"), and the **SUDDEN VALLEY COMMUNITY ASSOCIATION**, a Washington non-profit corporation (the "Association"). The Association and Lot Owner are individually referred to herein as a "Party" and collectively as the "Parties" or "Parcel Owners."

I. RECITALS

WHEREAS, the Lot Owner owns the real property depicted as Lot 155 (legally described in **Exhibit 1** attached hereto) (the "Benefited Property"), on the Division 10 Plat Map attached hereto as **Exhibit 2** (the "Plat") recorded under Whatcom County Auditor File No. 1078277.

WHEREAS, the Association owns tracts marked as "Park" in the Division 10 Plat Map and that is otherwise shown in the Sewer Design attached hereto as **Exhibit 3** (the "Burdened Property"); and

WHEREAS, the Lot Owner desires to construct and install a sewer line in alignment with the sewer line placement as set forth in the Sewer Design and as shown connecting Lot 155 to the existing sewer system.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the terms and conditions herein, the Parties hereto agree to be bound as follows:

1. GRANT OF EASEMENT.

1.1 The Association hereby grants and conveys to the Lot Owner a non-exclusive perpetual easement ("Easement") for sewer utilities under the Park area, as depicted in **Exhibit 2** and **Exhibit 3** hereto, and incorporated herein by reference, which Easement shall be strictly limited to the location of the sewer connection from the Lot to the existing sewer line as shown on the Sewer Design and depicted in **Exhibit 3**. This Easement is granted only to allow the Lot Owner to utilize the sewer system in Division 10 by constructing a sewer line in alignment with the sewer connection shown in the Sewer Design. The Easement shall not be further expanded or increased to cover any additional uses or square footage of the Burdened Property.

2. INSTALLATION, MAINTENANCE, AND RESTORATION.

2.1 The Lot Owner shall be solely responsible for the installation, maintenance, and repair related to the sewer line in the Easement. The Lot Owner shall keep the Easement free of rubbish, trash, and construction debris. Following installation of the sewer line, or following any subsequent maintenance or repair of the sewer line or the Burdened Property, the Lot Owner shall restore the Burdened Property to as near as possible to its prior condition. If vegetation, soil, or other natural, preexisting debris is disturbed or destroyed, the Lot Owner shall restore or replace the soil, natural debris, and vegetation. The Lot Owner must receive approval from the Association for any restoration or replacement work prior to the Lot Owner commencing such work. The material used by the Lot Owner to restore or replace the soil, natural debris, or vegetation must be approved by the Association prior to the Lot Owner using

such material. The Lot Owner shall be solely responsible for all costs for restoring the surface of the Burdened Property to its prior condition.

2.2 The Lot Owner, or any of their contractors or agents, shall complete the initial installation and restoration work within the Burdened Property within ninety (90) days of the mutual execution of this Easement Agreement. The Lot Owner, or any of their contractors or agents, shall complete all subsequent maintenance or repair work, and any related restoration work, within the Burdened Property within sixty (60) days of receiving the Association's approval.

2.3 The Lot Owner shall limit any and all work on the Burdened Property to daylight hours between 8:00 AM and 7:00 PM.

2.4 The Association must approve of any maintenance or repair work to the sewer line or Burdened Property prior to commencement of any maintenance or repairs.

3. **LIABILITY.** The Lot Owner assumes any and all risk and liability associated with use of the Burdened Property and agrees to defend, indemnify, and hold SVCA, its employees, agents, officers, and board members harmless from and against all liabilities, claims, losses, demands, or judgments, including reasonable costs and attorneys' fees, incurred by SVCA arising out of or relating to damages to persons or property occasioned by the use of the Easement by the Lot Owner, the Lot Owner's licensees, invitees, and guests.

4. **BINDING NATURE OF GRANT.** This Easement Agreement and the rights expressed herein shall bind and benefit, as applicable, the Parties, and their respective successors, devisees, transferees, heirs, executors, administrators, and assigns. The Benefited Property and the Burdened Property shall be subject to this Easement Agreement, and all subsequent owners, successors, and assigns of the Parcels shall take said real property subject to this Easement Agreement.

5. **NO DEDICATION TO PUBLIC.** Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the said tracts to the general public or for any public use or purpose whatsoever.

6. **COMMENCEMENT AND TERMINATION.** The Easement shall commence upon recordation of this Easement Agreement.

7. **REMEDIES.** In the event that the Lot Owner is in breach or default of the terms or conditions of this Easement Agreement, the Association may pursue the following cumulative, non-exclusive, remedies:

7.1 Revoke this Easement Agreement upon thirty (30) days' written notice to the Lot Owner which revocation shall become effective upon the unilateral recording by the Association of a "Revocation of Easement" in the office of the Auditor in and for Whatcom County, Washington.

7.2 Perform the cure at the Association's expense and bill such charges, plus an administrative fee of ten percent (10%) thereon, to the Lot Owner. The Association may record a lien against the Benefited Property to secure payment of such charges. The lien shall run with the land and may be foreclosed as a mortgage in Washington state.

7.3 Issue a fine of Twenty Five Dollars (\$25.00) to the Lot Owner for each day the Lot Owner is in default. The Association may record a lien against the Benefited Property to secure payment of such fines. The lien shall run with the land and may be foreclosed as a mortgage in Washington State.

8. **ATTORNEYS' FEES AND COSTS.** In the event either of the Parties institute a suit to enforce this Easement Agreement, the prevailing Party shall be entitled to court costs and reasonable attorney's fees against the losing Party.

9. **GOVERNING LAW.** It is agreed that the jurisdiction and venue of any legal actions brought under the terms of this Easement Agreement shall be exclusively in the Superior Court for Whatcom County, Washington. Washington law shall apply to this Easement Agreement.

10. **AMENDMENTS.** Except as otherwise set forth herein, this Easement Agreement may not be modified, amended, or terminated except by written agreement of the Association and the Lot Owner.

11. **HEADINGS.** The captions and headings provided for in this Easement Agreement are for reference purposes only and do not have any effect on the interpretation of this Easement Agreement.

12. **NON-WAIVER.** Failure to enforce any provision of this Easement Agreement shall not operate as a waiver of any such provision.

13. **SEVERABILITY.** In case any one or more of the provisions contained in this Easement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Easement Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **ENTIRE AGREEMENT.** This is the entire agreement concerning this Easement Agreement. The recitals and definitions set forth above are incorporated as if fully set forth herein. There are no other oral or written understandings.

IN WITNESS WHEREOF, the Parties have caused this document to be executed as of the day and year first above written.

[Signatures & Notaries on Following Pages]

GRANTOR:

**SUDDEN VALLEY COMMUNITY ASSOCIATION,
A WASHINGTON NONPROFIT CORPORATION**

By: Jo Anne Jensen
Its: General Manager
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me **JO ANNE JENSEN**, to me known to be the **GENERAL MANAGER** of the **SUDDEN VALLEY COMMUNITY ASSOCIATION**, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this _____ day of _____, _____.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, Residing at _____
My Commission Expires: _____

GRANTEE:

DIMITRY J. SAVCHUK

By: _____
Owner of Lot _____
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me _____ to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, _____.

Print Name:
NOTARY PUBLIC in and for the
State of Washington, Residing at _____
My Commission Expires: _____

EXHIBIT 1
LEGAL DESCRIPTION

LOT 155, PLAT OF SUDDEN VALLEY, DIVISION NO. 10, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 97 THROUGH 101, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT 2
DIVISION 10 PLAT MAP

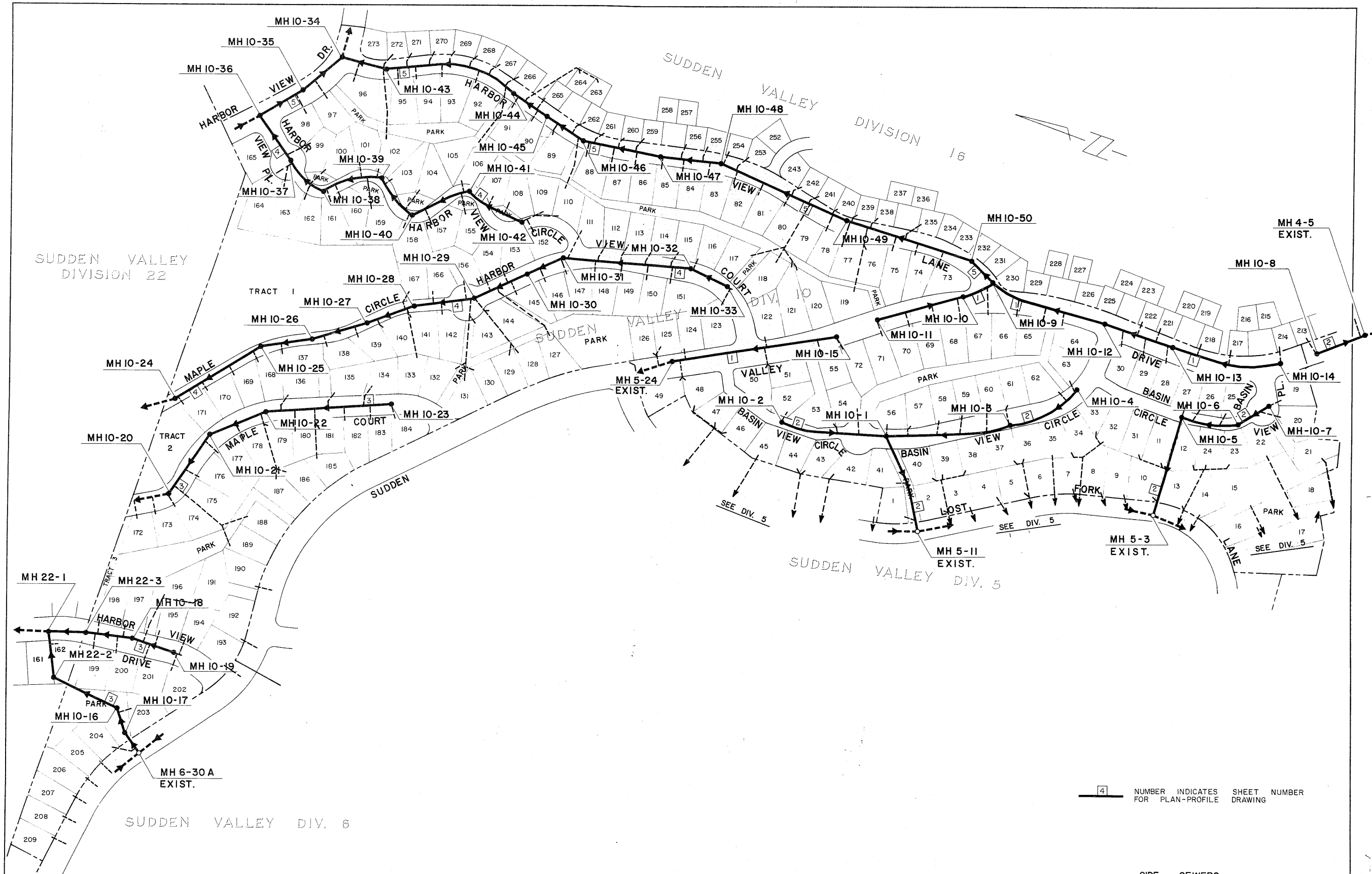
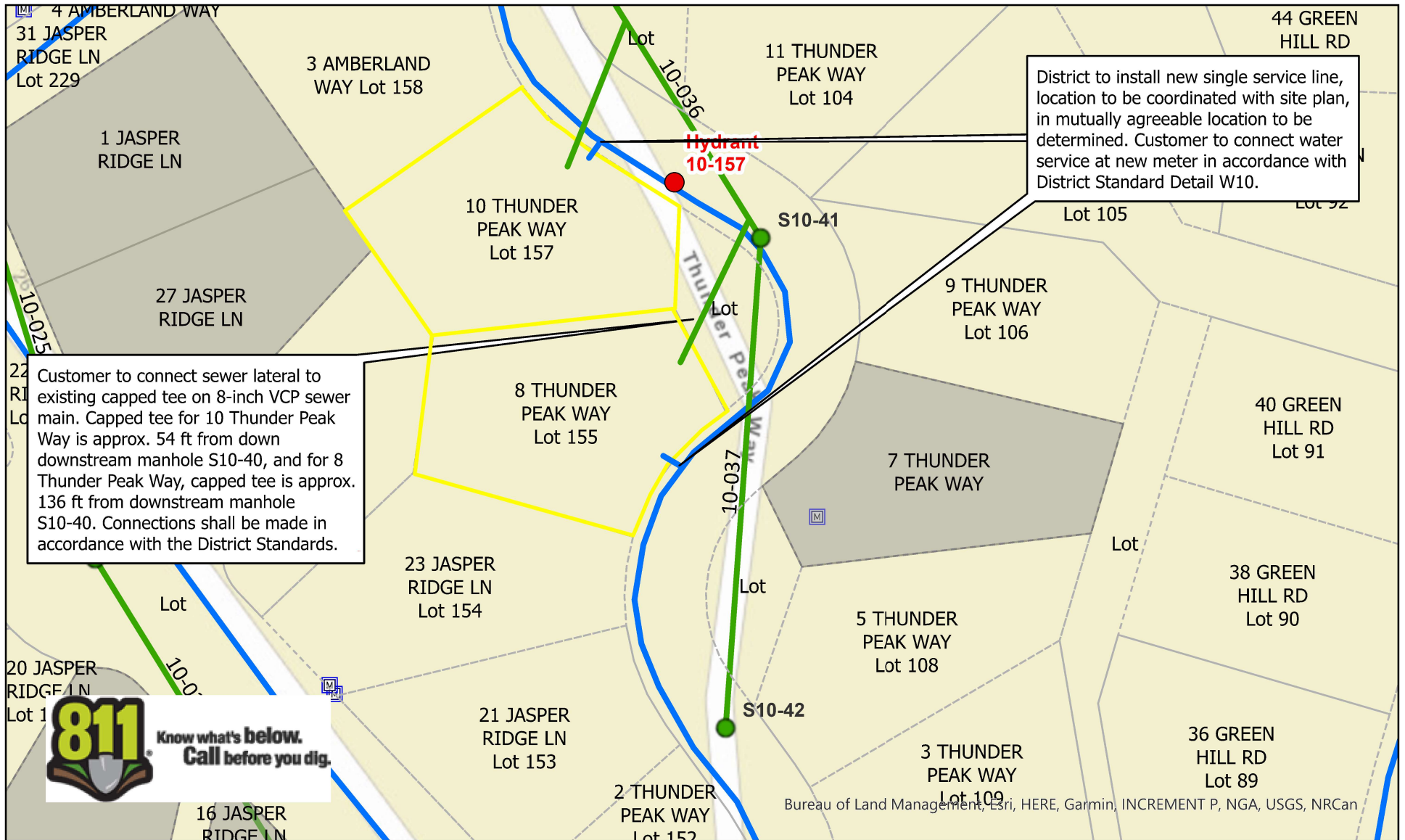


**EXHIBIT 3
SEWER DESIGN**



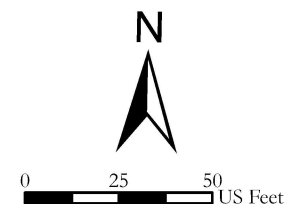
8 & 10 Thunder Peak Way - Sudden Valley Div 10 Lots 155 & 157 Parcel #370406-322375 & #370406-322381

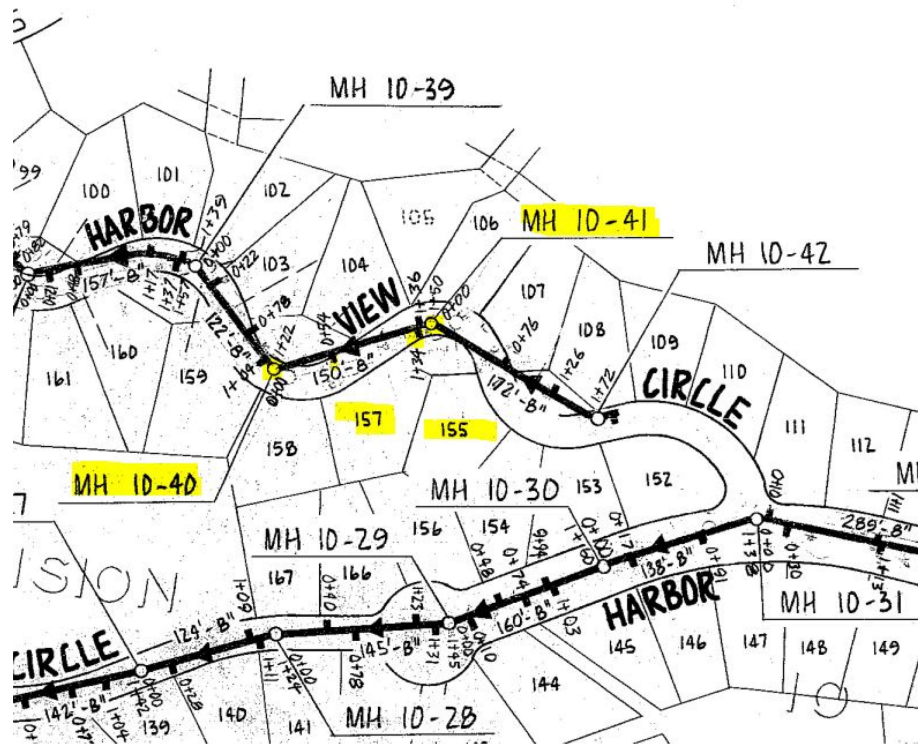
WATER AND SEWER CONNECTION INFORMATION
Connection information shown is approximate and subject to change. Other utility locations are not shown.
All work shall be done in accordance with the latest District's Design & Construction Standards.

KH
5/4/23

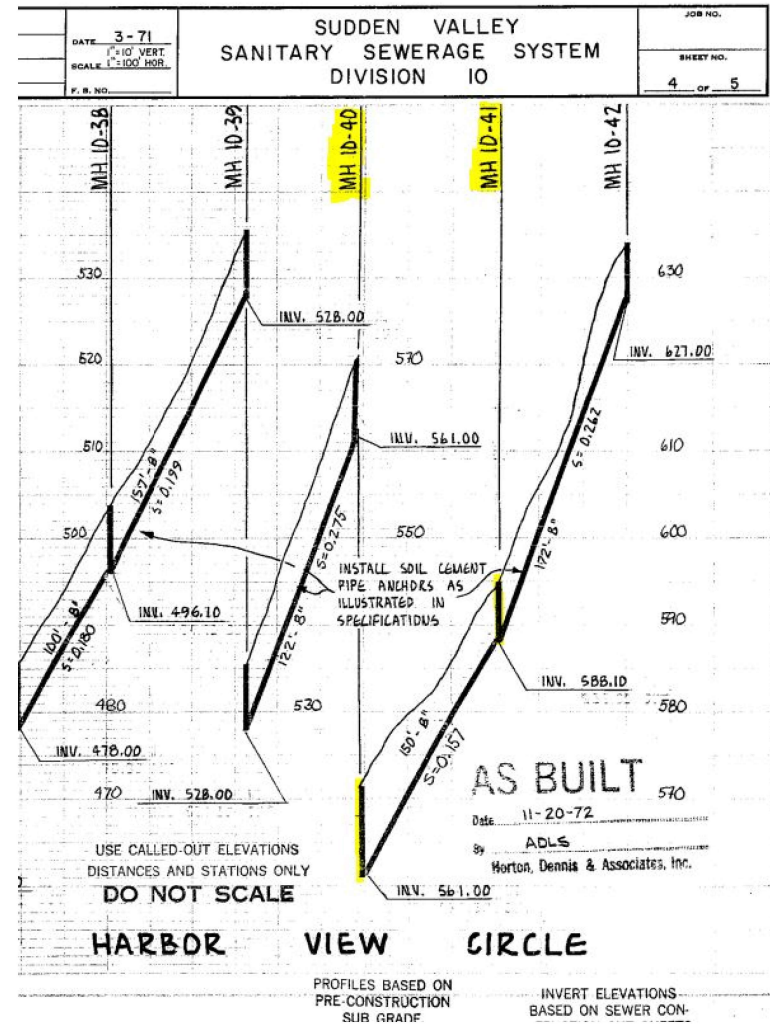
1 of 2

Lake Whatcom Water & Sewer District | 1220 Lakeway Drive | Bellingham, WA 98229 | (360) 734-9224





Division 10 Sewer Plan



Division 10 Sewer Profile



8 & 10 Thunder Peak Way - Sudden Valley Div 10 Lots 155 & 157 Parcel #370406-322375 & #370406-322381

WATER AND SEWER CONNECTION INFORMATION

Connection information shown is approximate and subject to change. Other utility locations are not shown.
All work shall be done in accordance with the latest District's Design & Construction Standards.

KH
5/4/23

2 of 2



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

APPROVAL REQUEST MEMO

To: Sudden Valley Community Association (SVCA) Board of Directors (BOD)
From: Jo Anne Jensen, General Manager
Date: August 22nd, 2024
Subject: Approval Request – Proposed Revisions to the 2025 Fines & Fees Schedule

Purpose

To request approval for proposed changes to the 2025 Fines & Fees Schedule.

Background

Proposed revisions to the Fines & Fees Schedule for 2025 are detailed in the attached table. Rows highlighted in yellow are planned to be deleted; rows highlighted in green include a change or an addition to the schedule.

The finance committee has reviewed and modified the proposed changes.

Request

Request that the Board of Directors approve the proposed 2025 revisions to the Fines & Fees schedule.

Motion

Move that the Board of Directors approve the proposed 2025 revisions to the Fines & Fees schedule.

Approvals

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President

SVCA Fees and Fines Schedule

	Member	Non-Member	Member	Non-Member	
Copies, each	\$0.10	\$ 0.25			
Color copies, each	0.50	1.00			
Faxes, 1st page, each	2.00	4.00			Delete – we no longer fax
Faxes, additional pages, each	1.00	2.00			Delete – we no longer fax
DVD/ CD copy	5.00	5.00			Delete – not possible
Personal Notary, each	7.00	10.00	\$15.00	\$25.00	
"For Sale" Doubled-sided w/ metal post	40.00	40.00			
"For Sale" Signs, w/wire post	28.00	28.00			
"For Sale" Signs, wo/post (sticker and board)	18.00	18.00			
"For Sale" Signs, Sticker Only	15.00	15.00			
Maps (24" x 36"), each	10.00	10.00	\$20.00	\$20.00	
Views Subscription - 1 Views subscription is included annual	24.00	30.00			
Views Classified New Black and White ads - per column inch	15.00	15.00			
New Black and White Display ads - per column inch	14.50	14.50			
Add Full Color to any ad	50.00	50.00			
Views Business Inserts (.065 each x 3750)	244.00	244.00			
Gate Posters					
Gate Posters 2x2 (3 rotations)	60.00	80.00			Delete
Single Gate Poster 2x2 (print only)	3.00	4.00			Delete
Single Gate Poster 2x3 (print only)	4.00	6.00			Delete
Website Business Advertisement - annual only	120.00	120.00			Delete
ACCOUNTING					
30 Day Late Fee	25.00	N/A			
60 Day Late Fee	35.00	N/A			
Interest on outstanding charges	1% per month				
Lien Filing Fees	675.00	N/A			
Buyer's Transfer Fee	\$125.00		\$150.00		
Covenant to Bind (Bylaws: Article VI, Section 6 (a)(vi)) Applications for lot consolidations must be in a form approved by the Board and accompanied by payment of a fee equivalent to one (1) year's advanced annual dues and assessments and current special assessments for each lot to be absorbed by means of consolidation.	see description	N/A			
Resale Certificate/Statement of Account	50.00	N/A			
NSF Charges	27.00	N/A			

SVCA Fees and Fines Schedule

ADMINISTRATION FINES		Current	Proposed
Obstructing an SVCA officer or representative	R&R 1.1.5	\$100	\$150
Failure/refusal to furnish information or lying to avoid penalty or responsibility	R&R 1.1.5	\$100	\$150
Threatening an SVCA officer or representative	R&R 1.1.5a	\$1,000	\$1,500
Physical aggression towards an SVCA officer or representative	R&R 1.1.5a	\$5,000 + possible criminal prosecution	
Duplex or excessive occupancy	R&R 2.2.1	\$25 per day	
Failure to provide owner or tenant information	R&R 2.6/2.7	\$10 per day	

SVCA Fees and Fines Schedule

RV STORAGE	Member	Non-Member	Members	Non-Members	
Annual Secured Storage - Area Z	555.00	665.00	\$750.00	N/A	
Quarterly Secured Storage - Area Z	138.75	166.25	\$187.50	N/A	
Waiting List Fee – Area Z – (Applied to payment when contract is signed; forfeit if member declines the space when offered.)			\$50.00	\$50.00	
MARINA - Annual Fees come with boat launch access	Member	Non-Member			
Annual Wet Moorage; excludes dry storage (Total due in 1st Quarter)					
Select Slip	1,852.00	3,563.00		N/A	
Premium Slip	1,669.00	3,220.00		N/A	
Standard Slip	1530.00	2,956.00		N/A	
Annual Wet/Dry Moorage (Total due in 1st Quarter)					
Select Slip	2,055.00	3,946.00		N/A	
Premium Slip	1,871.00	3,602.00		N/A	
Standard Slip	1,732.00	3,332.00		N/A	
Annual Dry Marina Storage	555.00	1,200.00		N/A	
Other Fees					
Seasonal Boat Launch Access Card (no moorage)- 1 person/ card	100.00	200.00		\$400.00	
Seasonal Boat Launch Access Card (no moorage) - 2 people/ cards	150.00	300.00			Delete
Seasonal Boat Launch Access Card (no moorage) - 3 people/ cards	200.00	400.00			Delete
Daily Boat Launch Access Card (no moorage) - per person/ card	25.00	50.00			
Annual Kayak Storage	138.00	265.00			
Waiting List Fee – Wet Slip – (Applied to payment when contract is signed; forfeit if member declines the slip when offered.)			\$100	N/A	
Waiting List Fee – Dry Slip – (Applied to payment when contract is signed; forfeit if member declines the slip when offered.)			\$50.00	N/A	
BOAT LAUNCHING FINES	17.5/R&R 10				
Launching boat outside of an approved launch facility	R&R 10.1	\$100			
Launching boat without having paid the required SVCA use fees	R&R 10.1	\$100			

SVCA Fees and Fines Schedule

IMPROPER STORAGE of RECREATIONAL VEHICLES FINES – Boat, Trailer, RV, etc.		17.5/R&R 10			
First Violation	R&R 2.3	\$100	\$150		
Second Violation	R&R 2.3	\$200	\$250		
Subsequent Violations	R&R 2.3	\$500			
FACILITY RENTALS	Member	Non-Member	Member	Non-Member	
Small Meeting Room Rental - Adult Center (2 hours)	20.00	25.00	\$30.00	\$35.00	
Picnic Shelters (AM/PM or Marina), M - Th half-day	50.00	75.00			Delete
Picnic Shelters (AM/PM or Marina), M - Th <i>daily</i>	100.00	150.00			Delete
Picnic Shelters (AM/PM or Marina), Fri - Sun <i>half-day</i>	60.00	100.00	\$120.00	\$200.00	Delete
Picnic Shelters (AM/PM or Marina), Fri - Sun <i>daily</i>	125.00	185.00	\$125.00	\$375.00	Delete
Picnic Shelters (AM/PM or Marina) <i>per hour</i>			\$20.00	\$40.00	
Picnic Shelters (AM/PM or Marina) <i>daily</i>			\$200.00	\$400.00	
Damage Deposit- fully refundable, w/o alcohol	250.00	500.00			
Damage Deposit - fully refundable, with alcohol at event	500.00	1,000.00			Delete
Cleaning Fee, refundable if cleaned (Picnic Shelters	100.00	100.00			
REC. CENTER 1st FLOOR ROOM RENTAL FEES	Member	Non-Member	Member	Non-Member	
Hourly Room Rental-Private Use (2 hours)	\$25.00	\$35.00	\$30.00	\$35.00	
REC. CENTER 2nd FLOOR DANCE BARN ROOM RENTAL FEES (see administration for rental)	Member	Non-Member	Member	Non-Member	
Dance Barn 2nd Floor (Mon-Thurs, Hourly, 2 Hr Min)	\$60.00	\$85.00			Delete
Dance Barn 2nd Floor (Mon-Thurs, Daily)	\$300.00	\$425.00			Delete
Dance Barn 2nd Floor (Fri-Sun, Hourly, 2 Hr Min)	\$105.00	\$150.00			Delete
Dance Barn 2nd Floor (Fri-Sun, Daily)	\$525.00	\$750.00			Delete
Dance Barn 2nd Floor (Hourly, 2 Hr Min)			\$60.00	\$100.00	
Dance Barn 2nd Floor (Daily)			\$600.00	\$1000.00	
Damage Deposit- fully refundable,	\$250.00	\$500.00			
Cleaning Fee, refundable if cleaned (Dance Barn)	\$100.00	\$100.00			

SVCA Fees and Fines Schedule

FITNESS CENTER FEE SCHEDULE						
• Member use fees included with dues		Member Guests & Renters	Non- Member	Member Guests & Renters	Non- Member	
Daily Use	Child (14-17)	\$5.00	\$5.00			Delete
Daily Use	Adult	8.00	8.00			Delete
Daily Use	Senior (62+)	7.50	7.50			Delete
Daily Use	Family (Max. 6 Persons)	25.00	25.00			Delete
Daily Use	Per Person (all ages)			\$25.00	\$25.00	
Monthly Membership	Child (14-17)	30.00	40.00			Delete
Monthly Membership	Adult	40.00	50.00			Delete
Monthly Membership	Senior (62+)	30.00	40.00			Delete
Monthly Membership	Family (Max. 6 persons) Minimum 12 years of age.	120.00	130.00			Delete
Monthly Membership	Per Person (all ages)			\$35.00	\$35.00	
		Member	Non- Member			
Monthly locker rental	Per individual	\$15.00	18.00			
Violation of Rules - 1st Offense	Per individual	25.00	25.00			
Violation of Rules - 2nd Offense	Per individual	25.00	25.00			
INSTRUCTOR AND TRAINER FEES						
Facility	Fee		Notes			
Community Center Rooms, Dance Barn, Parks, or open spaces. *Does not include pavilions and location subject to management agreement*	90/10 split per month. SVCA to keep 10% of gross income generated per class or session.		Must have: Active WA State Business License, Insurance per SVCA requirements, Proof of certification, and signed facilities contract with SVCA.			

SVCA Fees and Fines Schedule

PRIVATE PARTY FOR POOLS	Member	Non-Member	Member	Non-Member	Notes
Main Pool Non-Exclusive Reservation (2 hr duration) <i>Requires 2 weeks notice.</i> <i>Is not for exclusive use of pool.</i> <i>Up to 25 persons in total. Weekends/Holidays are not available.</i> <i>Mon-Fri After 5pm only</i> <i>Reservations granted on a first come-first serve basis.</i>	175.00	\$175.00	\$175.00	\$250.00	
Quiet Pool Exclusive Reservation (2 hr duration) <i>For exclusive use of pool.</i> <i>Up to 30 persons in total. No reservations on holidays.</i> <i>Reservations granted on a first come-first serve basis.</i> <i>Only available on Thursday & Saturday between 6-8:00 PM</i>	86.25	Not Available	\$200.00	N/A	

MAIN POOL FEES		Member Guests & Renters	Non-Member	Member Guests & Renters	Non-Member	Notes
• Member use fees included with dues						
Daily Use	Children 5 and under are free	FREE	FREE			Delete
Daily Use	Child (6-17)	5.75	5.75			Delete
Daily Use	Adult	9.25	9.25			Delete
Daily Use	Senior (62+)	8.75	8.75			Delete
Daily Use	Family - (Max. 6 Persons)	28.75	28.75			Delete
Daily Use	Per Person (all ages)			\$10.00	\$10.00	
Monthly Membership	Children 5 and under are free	FREE	FREE	FREE	FREE	Delete
Monthly Membership	Child (6-17)	34.50	46.00	\$35.00	\$50.00	Delete
Monthly Membership – Dual Fitness Center & Main Pool	Adult	73.75	92.00	\$80.00	\$150.00	Delete
Monthly Membership	Adult	46.00	57.50	\$50.00	\$75.00	Delete
Monthly Membership	Senior (62+)	40.25	51.75	\$40.00	\$65.00	Delete
Monthly Membership	Family (Max. 6 persons)	138.00	149.50	\$150.00	\$200.00	Delete
Season Pass	Children 5 and under	FREE	FREE	FREE	FREE	Delete
Season Pass	Child 6-17	76.00	95.00	\$80.00	\$100.00	Delete
Season Pass	Adult	101.25	126.50	\$125.00	\$175.00	Delete
Season Pass	Senior (62+)	88.50	110.75	\$100.00	\$150.00	Delete
Season Pass	Family (Max. 6 persons)	349.75	437.00	\$375.00	\$500.00	Delete
Monthly Pass	Child (<18)			\$50.00	\$50.00	This keeps swim lessons affordable for non-member students
Monthly Pass	Adult (18+)			\$75.00	\$75.00	
Swim Lessons- scheduled thru the YMCA						
Water Aerobics		\$8.00 per class	Punch Card -12 classes \$90.00			

SVCA Fees and Fines Schedule

Violation of Rules - 1st Offense	Per individual	25.00	25.00		N/A	
Violation of Rules - 2nd Offense	Per individual	50.00	50.00		N/A	
QUIET POOL FEES		Member Guests	Non- Member			
Member use fees included with dues						
Daily Use	Children 5 and under are free	FREE	FREE			
Daily Use	Child (6 - 17)	5.75	Not Available			
Daily Use	Adult	9.25				
Daily Use	Senior (62+)	8.75				
Violation of Rules - 1st Offense	Per individual	25.00				
Violation of Rules - 2nd Offense	Per individual	50.00				

SVCA Fees and Fines Schedule

GOLF RATES	Member		Non-Member	
GOLF Annual Membership	ANNUALLY			
Annual Membership costs as stated plus Golf Club fees and taxes	2024	2025	2024	2025
Annual Membership - Single	2,200.00	2,300.00	2,400.00	2,500.00
Annual Membership - Couple	3,300.00	3,450.00	3,650.00	3,800.00
Annual Membership - Family 3+	3,500.00	3,650.00	3,850.00	4,000.00
Annual Membership - Young Family (children <15) After Noon Play	1,550.00	1,625.00	1,700.00	1,800.00
Annual Membership - Senior Limited (62 & Older) Mon-Fri Play	1,600.00	1,675.00	1,760.00	1,850.00
Annual Membership - Intermediate (18-28)	1,100.00	1,150.00	1,200.00	1,250.00
Annual Membership - Associate	525.00	550.00	525.00	550.00
Annual Membership - Social	135.00	145.00	135.00	145.00
Annual Membership - Junior/Student (<17 yrs old)	325.00	350.00	360.00	380.00
Annual Corporate 4 Named Memberships	N/A	N/A	5,700.00	5,700.00
Annual Corporate 4 Named Memberships with Cart Included	N/A	N/A	8,100.00	8,100.00
Annual Corporate 4 Floating Memberships	N/A	N/A	6,600.00	6,600.00
Annual Corporate 4 Floating Memberships with Cart Included	N/A	N/A	9,000.00	9,000.00
Monthly Membership- Single	185.00	195.00	200.00	210.00
Monthly Membership- Couple	275.00	290.00	305.00	320.00
Monthly Membership- Family 3+	295.00	310.00	325.00	340.00
Monthly Membership- Young Family(children <15) Afternoon Play	130.00	140.00	145.00	155.00
Monthly Membership- Senior Limited	135.00	145.00	150.00	160.00
Monthly Membership- Intermediate (18-28 yrs old)	95.00	100.00	105.00	110.00
Monthly Membership- Associate	45.00	48.00	45.00	48.00
Monthly Membership- Social	N/A	n/a	N/A	n/a
Monthly Membership- Junior/Student (,17 yrs old)	35.00	37.00	40.00	42.00
GOLF Daily Fees	2024	2025	2024	2025
Group Pricing is available for groups of 16 or more. Please contact Golf Professional Staff for a quote.				
May-Sept: Property Owner / Guest (Mon-Thurs) Daily Green Fees, 9 Holes	34.20	36.00	38.00	40.00
May-Sept: Property Owner / Guest (Mon-Thurs) Daily Green Fees, 18 Holes	54.00	55.80	60.00	62.00
May-Sept: Property Owner / Guest (Fri-Sun, Holidays) Daily Green Fees, 9 Holes	41.40	43.20	46.00	48.00
May-Sept: Property Owner / Guest (Fri-Sun, Holidays) Daily Green Fees, 18 Holes	63.00	64.80	70.00	72.00
April&October: Property Owner / Guest (Mon-Thurs) Daily Green Fees, 9 Holes	28.80	29.70	32.00	33.00
April&October: Property Owner/Guest (Mon-Thurs) Daily Green Fees, 18 Holes	45.00	46.80	50.00	52.00
April&October: Property Owner/Guest (Fri-Sun, Holidays) Daily Green Fees, 9 Holes	34.20	36.00	38.00	40.00
April&October: Property Owner/Guest (Fri-Sun, Holidays) Daily Green Fees, 18 Holes	54.00	55.80	60.00	62.00
March: Property Owner / Guest (Mon-Thurs) Daily Green Fees, 9 Holes	25.20	27.00	28.00	30.00
March: Property Owner / Guest (Mon-Thurs) Daily Green Fees, 18 Holes	40.50	42.30	45.00	47.00
March: Property Owner / Guest (Fri-Sun, Holidays) Daily Green Fees, 9 Holes	31.50	32.40	35.00	36.00
March: Property Owner / Guest (Fri-Sun, Holidays) Daily Green Fees, 18 Holes	49.50	52.20	55.00	57.00

SVCA Fees and Fines Schedule

GOLF Daily Fees	2023	2024	2023	2024
Nov-Feb: Property Owner / Guest (Mon-Fri.) Daily Green Fees, 9 Holes	22.50	23.40	25.00	26.00
Nov-Feb: Property Owner/Guest (Mon-Fri.) Daily Green Fees, 18 Holes	36.00	37.80	40.00	42.00
Nov-Feb: Property Owner/Guest (Fri-Sun, Holidays) Daily Green Fees, 9 Holes	28.80	29.70	32.00	33.00
Nov-Feb: Property Owner/Guest (Fri-Sun, Holidays) Daily Green Fees, 18 Holes	45.00	46.80	50.00	52.00
FOOT GOLF Daily Fees				
Foot Golf: 18+	14.00	15.00	18.00	19.00
Foot Golf: 17 and under	10.00	11.00	14.00	15.00
Golf Cart Fee - Foot Golf	N/A	n/a	N/A	n/a
Other Golf Fees				
Cart Rental - 9 Holes	11.70	12.60	13.00	14.00
Golf Cart Rental - 18 Holes	16.20	17.10	18.00	19.00
Annual Cart Rental, Annual Option, Single	700.00	730.00	700.00	730.00
Annual Cart Rental, Annual Option, Family	950.00	1,000.00	950.00	1,000.00
Annual Cart Rental, Monthly Option, Single	60.00	65.00	60.00	65.00
Annual Cart Rental, Monthly Option, Couple	85.00	90.00	85.00	90.00
Daily Trail Fee - 9 Holes	11.00	12.00	11.00	12.00
Daily Trail Fee - 18 Holes	17.00	18.00	17.00	18.00
Annual Trail Fee, Annual Option	375.00	390.00	375.00	390.00
Annual Trail Fee, Monthly Option	32.00	35.00	32.00	35.00
Driving Range Fee, Small Bag	5.40	5.40	6.00	6.00
Driving Range Fee, Medium Bag	7.20	7.20	8.00	8.00
Driving Range Fee, Large Bag	90.00	9.00	10.00	10.00
Annual Golf Club Storage, Bag Only	150.00	160.00	150.00	160.00
Annual Golf Club Storage, Bag & Pull Cart(Full-No New Spots Available)	N/A	n/a	N/A	n/a

SVCA Fees and Fines Schedule

ARCHITECTURAL CONTROL GUIDELINES & VIOLATIONS SECTION FEES & FINE AMOUNTS	Reference	Amount
New Home Construction & Exterior Remodel/ Addition Fees		
Architectural Control New Construction Fee	AC 14.8.8	\$7,000
Exterior Remodel or Addition Fee	ACC 14.8.8, Appendix N	Tier 1- \$750 Tier 2- \$1,200 Tier 3- \$1,700 Setback Inspection (if applicable)- \$250 Driveway Inspection (if applicable)- \$200
New Construction Stormwater Mitigation Plan Fee		\$500
Exceeding the nine-month construction time limit.	AC 14.7.5(e)	\$1,000
1st extension of Construction Permit	AC 14.7.5 (f)	\$5,000
2nd extension of Construction Permit	AC 14.7.5 (f)	\$10,000
3rd extension of Construction Permit	AC 14.7.5 (f)	\$20,000
Occupancy prior to final inspection	AC 14.8.9(c)	\$1,000+possible forfeiture of completion deposit
Public Utility Easement	Per Board Policy	\$1500.00
Refundable Building Deposit		
Single Family Home- Refundable Building Deposit	AC 14.8.9	\$20,000
Addition/Remodel- Refundable Building Deposit	AC 14.8.9	\$2,500
New Home Construction & Exterior Remodel/Addition Fines		
Starting New Construction without obtaining authorization to proceed and tree removal permit.	AC 14.2, 14.8.6	\$2,500
Implementing unapproved changes that affect the exterior appearance of a house or lot AC	AC 14.2	\$500
Performing work or providing services without a current contractor's license and bond AC	AC 14.4.1	\$1,000
Failure to obtain ACC approval for a New Construction time limit extension	AC 14.7.5(e), 14.7.7	\$1,000+\$100 per day, 6 days a week (excluding holidays and Sundays)
Trespass on adjacent lots while performing New Construction activities	AC 14.7.2(e)&(f)	\$1,000
Stop work order		
Disregard of SVCA staff stop work order	AC 14.8.6	\$500 per day
Failure to notify staff for required inspections	AC 14.7.5	\$400
Subsequent violations		\$1,000
Hours of operations violation		
First violation		\$250
Second violation		\$500
Subsequent violations		\$1,000

SVCA Fees and Fines Schedule

Violation of Covenants, Bylaws, Rules & Regulations, or ACC Guidelines not specified		
First violation		\$250+restoration of affected area
Second violation		\$500+restoration of affected area
Subsequent violations		\$1,000+restoration of affected area
Failure to Comply		
First violation		\$250
Second violation		\$500
Third violation		\$1,000
Erosion Control: Failure to implement proper Best Management Practices (BMPs)		
First violation		\$500+restoration of affected area
Second violation		\$1,000+restoration of affected area
Subsequent violations		\$2,500+restoration of affected area
Cleaning/emptying of concrete trucks on SVCA property		
First violation		\$2,500+restoration of affected area
Second violation		\$5,000+restoration of affected area
Subsequent violations		\$5,000+restoration of affected area
Concrete spill - accidental		\$1,000+restoration of affected area
ACC Tree/Vegetation Violations		
Cutting trees greater than 8" in diameter on owner's property without prior ACC approval	AC 14.10.3(e)/RC 4	Up to \$5,000 per tree
Topping, windowing, or excessive limbing on trees	AC 14.10.4 /RC 4	Up to \$5,000 per tree
Cutting/limbing trees on another owner's property without prior ACC approval AND owner's approval	AC 14.10.2(e)/ RC 4	Up to \$10,000 per tree
Cutting/limbing trees after a request for such has been denied by the ACC	AC 14.10.3(g)	Up to \$10,000 per tree
Damage to trees and/or vegetation during approved construction or other projects of additional conifers	AC 14.9.1(b)	Up to \$2,000 per tree+replanting
Subsequent violations		Double the fine amount
Security Service Fees		Members
House Checks, 3 times per week (perimeter walk checking door and windows)		45.00 / week
House Checks, 2 times per week (perimeter walk checking door and windows)		30.00 / week
Overnight Parking on Association Lots: 1st 72 hours free with Permit issued by Security up to maximum of one week	After 72 hours \$10 (owners) or \$15 (tenants) per night	\$25/night
Security Fines		Reference
Traffic and Vehicles		Member Fine Amount
		First violation/offense
Improper turn	R&R 3.1	\$40
Parking in a restricted zone	R&R 3.3	\$40
No flag/Excess length or width	R&R 3.1	\$40
Failure to obey stop sign	R&R 3.1	\$40
Improper passing	R&R 3.1	\$40

SVCA Fees and Fines Schedule

Failure to yield right of way	R&R 3.1	\$40
Failure to yield to pedestrians	R&R 3.1	\$40
Driving without proper lights	R&R 3.1	\$40
Improper backing	R&R 3.1	\$40
Failure to signal for a turn	R&R 3.1	\$40
Obstructing traffic	R&R 3.3	\$200
Wrong way on one-way street	R&R 3.1	\$40
Loose truckloads	R&R 3.1	\$40
Driving to the left of center	R&R 3.1	\$40
Failure to yield to lights and/or siren	R&R 3.1	\$40
Overloaded truck	R&R 3.1	\$100
Endangering life or safety of work crews	R&R 3.7.3	\$100
Track vehicle on roadway		\$100 + cost of road repair
Speeding		17.1.3
Speeding 1-10 mph over posted limit	R&R 3.4	\$40
Speeding 11-15 mph over posted limit	R&R 3.4	\$75
Speeding 16-25 mph over posted limit	R&R 3.4	\$125
Speeding 26 + mph over posted limit	R&R 3.4	\$200
Failure to stop for lights and/or siren	R&R 3.1	Applicable fines + \$200.00
Speeding near school bus stop when children are present	R&R 3.1	Double the fine amounts
Reckless driving	R&R 3.4	\$200
Driving too fast for conditions	R&R 3.4	\$40
Repeat offenses for traffic violations stated above		17.1.4
Second violation	R&R 3.4	Double the fine amounts
Subsequent violations	R&R 3.4	Triple the fine amounts + possible loss of driving privileges
Security Fines (continued)	Reference	Member Fine Amount
Trespassing on the Golf Course, Marina Moorage Area, and other off-limits areas	17.1.5/R&R 1.8.2 & 5.12.4	
First Violation	R&R 1.8.2 & 5.12.4	\$100
Second Violation	R&R 1.8.2 & 5.12.4	\$200
Subsequent Violations	R&R 1.8.2 & 5.12.4	\$300
Vandalism to SVCA property	17.2	
First violation	R&R 1.1.3	\$500 + cost of repair
Subsequent violations	R&R 1.1.3	\$2,000 + cost of repair + possible criminal prosecution

SVCA Fees and Fines Schedule

Violation of Open Burning Regulations	17.2.2/R&R 1.6	
Commercial/Contractor land clearing – first offense	R&R 1.6.2	\$1,000 + referral to NWCAA & County Fire Marshall
Commercial/Contractor land clearing – second offense	R&R 1.6.2	\$5,000 + referral to NWCAA & County Fire Marshall
Residential unapproved – first offense	R&R 1.6	\$100 + referral to NWCAA & County Fire Marshall
Residential unapproved – second offense	R&R 1.6	\$200 + referral to NWCAA & County Fire Marshall
Residential unapproved – subsequent offense	R&R 1.6	\$1,000 + referral to NWCAA & County Fire Marshall
Violation of declared burn ban	R&R 1.6.4	
First violation	R&R 1.6.4	\$250
Firearms violations - improper use	17.3.2a/R&R 1.3	
First violation	R&R 1.3	\$1,000 + possible criminal prosecution
Subsequent Violation	R&R 1.3	Referral to the Sheriff's Department

Pet Regulations	17.4/R&R 6.6	
Including but not limited to uncontrollable, at large, barking, and nuisance dogs		
First Violation	R&R 6.6	\$50
Second Violation	R&R 6.6	\$75
Third Violation	R&R 6.6	\$100
Subsequent Violation	R&R 6.6	\$200
Failure to clean-up after pet	R&R 6.1	\$40
Keeping, harboring, or possessing a declared nuisance dog	R&R 6.6.4a	\$100 per day

Miscellaneous Violations		
Blocking road without notification	R&R 3.7	\$1,000
Failure to provide flaggers	R&R 3.7.1	\$800
Paint, petroleum, or sludge spill-accidental	R&R 2.1.2	\$2,500 + cleanup
Paint, petroleum, or sludge spill-intentional	R&R 2.1.2	\$5,000 + cleanup
Unapproved fences, trailers, tents, or other structures on vacant or developed lots	R&R 2.2.2	\$500
Littering	R&R 1.5	\$100
Noxious and offensive activity	R&R 1.7&1.11.1(d)	\$100
Disorderly behavior or conduct	R&R 1.11.4(b)	\$100
Disorderly behavior or conduct Second-Forth violation	R&R 1.11.4(b)	\$200
Disorderly behavior or conduct; fifth or more violations	R&R 1.11.4(b)	\$500

SVCA Fees and Fines Schedule

Traffic - driving an unlicensed vehicle	R&R 3.1	\$100
Traffic - no operator's or vehicle license	R&R 3.1	\$100
Unlicensed or inoperable vehicles on SVCA or resident property	R&R 2.3.1 & 3.3.2	\$100
Trash - dumping, burning, collecting, or lack of removal	R&R 2.1.5(b)	\$100
Trespassing or solicitation	R&R 1.1.6(a) & 1.8	\$100
Unauthorized sign - First violation	R&R 1.10	\$25 per sign
Unauthorized sign - Second violation	R&R 1.10	\$50 per sign
Unauthorized sign - Subsequent violation	R&R 1.10	\$100 per sign
Deer Feeding Prohibited	R&R 1.2.1	\$50
Unlawful use of fireworks	R&R 1.4	\$100
Repeat offenses for miscellaneous violations stated above		
Second violation		\$200
Third violation		\$500
Lack of yard or property maintenance RC First violation	R&R 2.1.4	\$250+cost of cleanup
Lack of yard or property maintenance RC Subsequent violation	R&R 2.1.4	\$500+cost of cleanup
Violation of Open Burning Regulations		
	17.2.2/R&R 1.6	
Commercial / Contractor land clearing-first offense	R&R 1.6.2	\$1,000 + referral to NWCAA & County Fire Marshall
Commercial / Contractor land clearing-second offense	R&R 1.6.2	\$5,000 + referral to NWCAA & County Fire Marshall
Residential unapproved – first offense	R&R 1.6	\$100 + referral to NWCAA & County Fire Marshall
Residential unapproved – second offense	R&R 1.6	\$200 + referral to NWCAA & County Fire Marshall
Residential unapproved – subsequent offense	R&R 1.6	\$1,000 + referral to NWCAA & County Fire Marshall



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Approval Request Memo

To: SVCA Board of Directors

From: Linda Bradley, Document Review Committee Chair

Date: August 8, 2024

Subject: Revised Board Policies

Purpose: To amend or rescind current Board policies.

Background: When initially reviewing the list of policies on the website there were numerous issues with many of the policies listed. The Committee began looking at different sections of the policies and this approval request deals with the Board specific policies. The Committee is requesting the Board approve the following amended Board policies and rescind one of the policies listed below.

Policy Number	Policy Date	Policy Name
<u>Board Specific</u>		
2005.01 2024	09/26/05 TBD	Contract
2010.08 2024	4/26/2010 TBD	Board Orientation
2017.03 (Policy) (see 2023.01)	~~10/29/17~~ Rescind	Director & Committee Chair Requests for Records/Information
2017.05 2024	10/26/17 TBD	Board Member & Committee Chair Involvement in Association Management
2018.04 No Change	8/9/18	Discrimination and Harassment Policy and Procedures for Volunteers, Including Members of the Board of Directors

In the Board packet you will find copies of each of the policies recommended for amendment. The initial policy on file, the redlined copy and the final amended policy. This should allow directors to review the changes and better understand that over time the Association has changed its practices but never updated the policies.

Motion: Move that the SVCA Board of Directors approve the amendments to the Board policies and rescind the one policy that has been recently updated to reflect changes to the state law.

Approvals

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President

SVCA CONTRACT POLICY

Approved September 26, 2005

Definition: A contract represents an agreement between two or more parties that is written and enforceable by law.

Purpose: This document provides the policy for contracts between SVCA and other parties. Contracts are for goods and services that SVCA is purchasing, or goods and services that SVCA is providing. A contract with Board review and approval will be required if the goods and service(s) to be provided by any party exceeds a total dollar amount of Ten Thousand Dollars (\$10,000) on **Operating Contracts. Contracts covering the purchase of Capital Expenditures, the purpose of which has been previously approved by the Finance Committee and the Board of Directors, may be executed by any two Board Officers.** The contract term may be for multiple years. This could be an expense to SVCA as the purchaser of goods and services, or revenues to SVCA that commit the association to provide goods and services.

For Contracts Ten Thousand Dollars (\$10,000) or More for the Contract Term:

For contracts Ten Thousand Dollars (\$10,000) or more for the contract term, Board review will be required **on Operating Contracts. Contracts covering the purchase of Capital Expenditures, the purchase of which has been previously approved by the Finance Committee and the Board of Directors, may be executed by any two Board Officers.** The Board will also decide if the contract needs legal review. Approval by the Board for individual contracts will be indicated by a documented motion in the Board minutes. The contract must be signed by the SVCA Board President and the SVCA Board Secretary or, in their absence, by an authorized Board officer. Signature(s) by the other party/parties must be done by an authorized person that can legally commit to the contract.

For Contracts Less than Ten Thousand Dollars (\$10,000) for the Contract Term*:

For operational expenses for the procurement of goods and services, or revenues that are earned by providing goods and services, the General Manager (GM) shall be authorized to approve contracts for less than Ten Thousand Dollars (\$10,000). The contract must be signed by the GM and the Accounting Manager or, in their absence, by an authorized Board officer. Examples of operational expenses include inspections, pest control, laundry services, etc. An example of operational revenues is facility rentals.

*Exceptions are goods and services that the Board is responsible for, such as the yearly external audit, legal settlements, reserve studies, and sales of assets such as lots. Contracts for these goods and services will require Board review and approval.

ADDITIONAL CONSIDERATIONS FOR THE SVCA CONTRACT POLICY

A contract should include the following components as appropriate:

- A) A complete description of the goods and service(s) to be provided. The contract will clearly state the specifications that must be met for contract fulfillment. This may be accomplished by attaching the RFP (Request for Proposal) as part of the contract.
- B) The price shall include all financial costs required for completion including sales tax, installation charges, and shipping charges. Whenever possible, SVCA will seek a fixed price contract rather than a time and materials contract. If a time and materials contract must be done, a “not to exceed” total dollar amount must be specified.
- C) Payments shall only be made upon satisfactory completion of work as specified in the contract. An example would be the Road Maintenance contract where partial payments are made as the work is completed.
- D) When appropriate, the contract shall require a ten percent (10%) retention amount (holdback) that will not be paid until the terms of the contract are fully completed to the satisfaction of SVCA.
- E) The party/parties providing the goods and service(s) to SVCA must provide complete liability insurance coverage for their employees. SVCA shall be held harmless. Proof of insurance and a certificate of insurance naming Sudden Valley as loss payee must be provided. In addition, their employees should be bonded. These conditions also apply to any subcontractors.
- F) An arbitration clause.
- G) If any contract involves a loan of SVCA money, the debt must be enforceable through the process of attachment and perfection as specified under Article 9 of U.C.C. (Uniform Commercial Code).
- H) The process and authorization required for change orders.
- I) The contract should specify completion dates and a penalty clause if completion dates are not met.

For multi-year contracts: (This section to be added to the Board Secretary’s duties)

In October of every year, the outgoing Board Secretary will prepare a contract list to be provided to the Board in their November Board packet. This list will identify all contracts that are in effect for the following year(s), a summary of the goods and service(s) being purchased or provided, the contract term, and the dollar amount(s) remaining on the contract. This list is to provide notification to the new Board of existing financial obligations that have been committed to by SVCA.

Additional Notes:

In the SVCA Documents, please refer to Bylaw Article IV, Section 11, entitled “Agreements, Contracts, Deeds, Licenses, Checks, etc.” *“All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by at least two (2) officers or by such other person(s) including managing agents, as may be designated by resolution of the Board.”*

Capital purchases for equipment or goods normally do not require a contract, but must follow the SVCA Bidding Policy and the SVCA Capitalization Policy as required.

Ten Thousand Dollars (\$10,000) was selected as the dollar amount because that is the dollar amount defining check signatures for operational expenses. Checks of \$10,000 or more require two Board officer signatures. Checks of less than \$10,000 require two staff signatures.

The Board should consider a contract template for SVCA to be provided by Phil Sharpe.

Sudden Valley Active Contracts

Vendor	Service	Amount	Term	Expiration	Department	Manager
El Agave	Restaurant Lease	\$5443/month est.	9-1-18 through 8-31-23	8/31/2023	Golf	Brian K.
Club Prophet Systems	Golf Mgmt Software	\$162.75	Annual through 12-31-21	12/31/2021	Golf	Brian K.
Cybergolf	Website Hosting	\$600/quarter	Annual through 12-31-21		Golf	Brian K.
*Gallus Golf	Mobile App Development & Hosting	\$295/month	Annual - date tbd		Golf	Brian K.
Golf Genius	Tournament Management Software	\$700/quarter	Annual through 12-31-21	12/31/2021	Golf	Brian K.
Konvert Golf	Dynamic Pricing Website Module	Trade 1 Tee Time / Day	Month to Month		Golf	Brian K.
ATG & Town Square	C3 Accounting Software Contract	\$800/Month	Perpetual with 90 Day notice to terminate		Accounting	Joel H.
Christ the King	Barn Lease	\$7,800 Annual Revenue	Auto Renewal for 1 Year		Accounting	GM
HK Payroll Services, Inc.	Payroll, Tax, Timekeeping, HRIS Services	\$812.33/Month	Month to Month		Accounting	GM
Larson Gross - IT	IT Service Contract	\$1,650/Month + Hourly Rate for Support	Perpetual with 60 Day notice to terminate		Accounting	Rachel/Joel
Merchants Credit Association	Collections Activity	\$0.00	Perpetual with 60 Day notice to terminate		Accounting	Rachel T.
Money Soft	Fixed Asset Pro Annual Fee	\$24.92/Month	No Contract, Annual Renewal Fee		Accounting	Joel H.
Larson Gross - Accounting	Audit & Tax Services	\$2333.33/Month	3 Years 2019/2020/2021		Accounting	Joel H.
Schwindt & Co.	Reserve Study	\$312.50/Month	Engagement Letter Signed Annually		Accounting	Joel H.
Whatcom County Library	Library Lease	\$3,372.00 Annual Revenue			Accounting	GM
Aflac	Voluntary Supplemental Benefits	\$0.00	Annual	11/30/2021	Administration	Rachel T.
All Phase / ShoreTel	Full Coverage Phone Maintenance		Automatic Annual Renewal with 30 day notice to terminate		Administration	Rachel T./Jon K.
Express Employment Professionals	Temporary Staffing	\$0.00	Perpetual		Administration	Rachel T.
Great America Financial Services Corp vis Oasys	Admin KONICA C454E	\$253.74/Month	60 Mnth Lease with Fair Market Value Purchase Option at Term, or Lease Renews month to month. 60 day notice to terminate.	5/31/2019	Administration	Rachel T.
Health Promotion Northwest	Employee Assistance Program	\$115.00/Month	Annually renews for 1 year, 30 day notice to terminate	12/31/2016	Administration	Rachel T.
HK Payroll Services, Inc.	Payroll, Tax, Timekeeping, HRIS Services	\$62.50/Month	Month to Month after Expiration	10/29/2020	Administration	Rachel T.
Infinisource (polestar Benefits)	Cafeteria Plan & COBRA Administration	\$30.00/Month	Perpetual		Administration	Rachel T.

Insurance Policies	D&O, Umbrella, Property, Golf	\$8,750/Month	Annual	See Policy	Administration	Rachel T.
Kelly Services	Temporary Staffing	\$0.00	Perpetual with 30 day notice to terminate		Administration	Rachel T.
Lynden Tribune	Views Editing & Printing	\$4166.67/Month		6/1/2021	Administration	Rachel T.
MetLife	Vision Insurance	\$600.00/Month			Administration	Rachel T.
Neopost	Postage Meter Rental	\$75.00/Month	63 Months	2/22/2022	Administration	Rachel T.
Oasys, Inc.	B&W Copies & Copier Maintenance (KB423)	\$60.00/Month	Perpetual with 30 day notice to terminate	5/18/2014	Administration	Rachel T.
Oasys, Inc.	B&W w/ Color Copies & Copier Maintenance (KC454E)	\$263.00/Month	Perpetual with 30 day notice to terminate	5/1/2015	Administration	Rachel T.
Pay Scale	Payroll Review	\$408.33/Month	3 Years, Early Termination Fee of \$1600	4/28/2022	Administration	Rachel T.
Regence	Medical/Dental Health Insurance	\$14895.00/Month		11/30/2021	Administration	Rachel T.
uAccept	Point of Sale Software	\$43.95/Month	Perpetual		Administration	Rachel T.
PNW Services, Inc.	Project Manager	Per Project		Perpetual	GM	Glenn A.
John W Gordon Consultant, LLC	ACC Support/Builder's Advocate	\$2,750/Project	Perpetual with 30 day notice to terminate		GM	GM
Pacific Security	Security & Dispatch Answering Service	\$258.25/Month + \$22.43 Hourly	Annual with 30 day notice to terminate	12/31/2021	GM	Glenn A.
Barron Heating & Air Conditioning, Inc	Heating & AC: Library	\$240.00/Year	Annual - with auto renewal for 1 yr on anniversary date		Maintenance	Jacob C.
Barron Heating & Air Conditioning, Inc	Heating & AC: Clubhouse	\$2,365.00/Year	Annual - with auto renewal for 1 yr on anniversary date		Maintenance	Jacob C.
Barron Heating & Air Conditioning, Inc	Heating & AC: Dance Barn	\$1,667.50/Year	Annual - with auto renewal for 1 yr on anniversary date		Maintenance	Jacob C.
Barron Heating & Air Conditioning, Inc	Heating & AC: Golf Maint	\$143.50/Year	Annual - with auto renewal for 1 yr on anniversary date		Maintenance	Jacob C.
Barron Heating & Air Conditioning, Inc	Heating & AC: Maint	\$127.50/Year	Annual - with auto renewal for 1 yr on anniversary date			
Cintas Corporation	Uniform Service (Maint & Turf Care)	\$3,138.72/Year	3 yrs	2/1/2017	Maintenance	Jacob C.
Northwest Propane	Rental of 500 gal propane tank @ Area Z	\$60.00/Year	Perpetual no contract		Maintenance	Jacob C.
Terminix	Pest Control	\$7,800/Year	initial 1 year with 30 day notice to terminate		Maintenance	Jacob C.
VGM Club	Discount Program	\$500.00/Year	Automatic Annual Renewal		Maintenance	Jacob C.

Sudden Valley Community Association

Policy: SVCA CONTRACT POLICY

Policy #: 2005.01 2024

Date: September 26, 2005 TBD

Definition: A contract represents an agreement between two or more parties that is written and enforceable by law.

Purpose: Operations Contracts. This document provides the policy for contracts between SVCA and other parties. Contracts are for goods and services that SVCA is purchasing, or goods and services that SVCA is providing. A contract with Board review and approval will be required if the goods and service(s) to be provided by any party exceeds a total dollar amount of Ten Thousand Dollars (\$10,000). ~~on Operating Contracts. Contracts covering the purchase of Capital Expenditures, the purpose of which has been previously approved by the Finance Committee and the Board of Directors, may be executed by any two Board Officers.~~ The contract term may be for multiple years. This could be an expense to SVCA as the purchaser of goods and services, or revenues to SVCA that commit the association to provide goods and services.

For Capital Contracts Expenditures Ten Two Thousand Five Hundred Dollars (\$10,000 \$2,500.00) or More for the Contract Term:

~~For contracts Ten Thousand Dollars (\$10,000) or more for the contract term, Board review will be required on Operating Contracts. Contracts covering the purchase of Capital Expenditures, the purchase of which has been previously approved reviewed by the Finance Committee and the Board of Directors, may be executed by any two signatory Board Officers. The Board will also decide if the contract needs legal review. Approval by the Board for individual contracts capital expenditures will be indicated by a documented motion in the Board minutes. The Any contract must be signed by the SVCA Board President and the SVCA Board Secretary signed by authorized Board signatory or, in their absence, by an authorized Board officer by the General Manager with authorization of the Board. Signature(s) by the other party/parties must be done by an authorized person that can legally commit to the contract.~~

For Operational Contracts Less than Ten Thousand Dollars (\$10,000) for the Contract Term*:

For operational expenses for the procurement of goods and services, or revenues ~~that are~~ earned by providing goods and services, the General Manager (GM) shall be authorized to approve contracts for less than Ten Thousand Dollars (\$10,000). ~~The contract must be signed by the GM and the Accounting Manager or, in their absence, by an authorized Board~~

~~officer.~~ Examples of operational expenses include inspections, pest control, laundry services, etc. An example of operational revenues is facility rentals.

*Exceptions ~~are~~ may be goods and services that the Board is responsible for, such as the yearly external audit, legal settlements, reserve studies, and sales of assets such as lots. Contracts for these goods and services will require Board review and approval.

Bylaw Article IV, Section 11, entitled "Agreements, Contracts, Deeds, Licenses, Checks, etc." "All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by at least two (2) officers or by such other person(s) including managing agents, as may be designated by resolution of the Board."

A contract should include the following components as appropriate:

- A) A complete description of the goods and service(s) to be provided. The contract will clearly state the specifications that must be met for contract fulfillment. This may be accomplished by attaching the RFP (Request for Proposal) as part of the contract.
- B) The price shall include all financial costs required for completion including sales tax, installation charges, and shipping charges. Whenever possible, SVCA will seek a fixed price contract rather than a time and materials contract. If a time and materials contract must be done, a "not to exceed" total dollar amount must be specified.
- C) Payments shall only be made upon satisfactory completion of work as specified in the contract. An example would be the Road Maintenance contract where partial payments are made as the work is completed.
- D) When appropriate, the contract shall require a ten percent (10%) retention amount (holdback) that will not be paid until the terms of the contract are fully completed to the satisfaction of SVCA.
- E) The party/parties providing the goods and service(s) to SVCA must provide complete liability insurance coverage for their employees. SVCA shall be held harmless. Proof of insurance and a certificate of insurance naming Sudden Valley as loss payee must be provided. In addition, their employees should be bonded. These conditions also apply to any subcontractors.
- F) An arbitration clause.
- G) If any contract involves a loan of SVCA money, the debt must be enforceable through the process of attachment and perfection as specified under Article 9 of U.C.C. (Uniform Commercial Code).
- H) The process and authorization required for change orders.
- I) The contract should specify completion dates and a penalty clause if completion dates are not met.

ADDITIONAL CONSIDERATIONS FOR THE SVCA CONTRACT POLICY

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For multi-year contracts: (This section to be added to the Board Secretary's duties)

In October of every year, the outgoing Board Secretary will prepare a contract list to be provided to the Board in their November Board packet. This list will identify all contracts that are in effect for the following year(s), a summary of the goods and service(s) being purchased or provided, the contract term, and the dollar amount(s) remaining on the contract. This list is to provide notification to the new Board of existing financial obligations that have been committed to by SVCA.

Additional Notes:

~~In the SVCA Documents, please refer to Bylaw Article IV, Section 11, entitled "Agreements, Contracts, Deeds, Licenses, Checks, etc." "All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by at least two (2) officers or by such other person(s) including managing agents, as may be designated by resolution of the Board."~~

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~~The Board should consider a contract template for SVCA to be provided by Phil Sharpe.~~

Sudden Valley Community Association

Policy: SVCA CONTRACT POLICY
Policy #: 2024
Date: TBD

Definition: A contract represents an agreement between two or more parties that is written and enforceable by law.

Purpose: **Operations Contracts.** This document provides the policy for contracts between SVCA and other parties. Contracts are for goods and services that SVCA is purchasing, or goods and services that SVCA is providing. A contract with Board review and approval will be required if the goods and service(s) to be provided by any party exceeds a total dollar amount of Ten Thousand Dollars (\$10,000). The contract term may be for multiple years. This could be an expense to SVCA as the purchaser of goods and services, or revenues to SVCA that commit the association to provide goods and services and may be signed by the GM with authorization of the Board.

For Capital Expenditures Two Thousand Five Hundred Dollars (\$ \$2,500.00) or More for the Contract Term:

Contracts covering the purchase of Capital Expenditures, the purchase of which has been previously reviewed by the Finance Committee and the Board of Directors, may be executed by any two signatory Board Officers. The Board will also decide if the contract needs legal review. Approval by the Board capital expenditures will be indicated by a documented motion in the Board minutes. Any contract must be signed by an authorized Board signatory or, by the General Manager with authorization of the Board.

Operational Contracts Less than Ten Thousand Dollars (\$10,000) for the Contract Term*:

For operational expenses for the procurement of goods and services, or revenues earned by providing goods and services, the General Manager (GM) shall be authorized to approve contracts for less than Ten Thousand Dollars (\$10,000). Examples of operational expenses include inspections, pest control, laundry services, etc. An example of operational revenues is facility rentals.

*Exceptions may be goods and services that the Board is responsible for, such as the yearly external audit, legal settlements, reserve studies, and sales of assets such as lots. Contracts for these goods and services will require Board review and approval.

Bylaw Article IV, Section 11, entitled "Agreements, Contracts, Deeds, Licenses, Checks, etc." "All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by at least two (2) officers or by such other person(s) including managing agents, as may be designated by resolution of the Board."

A contract should include the following components as appropriate:

- A) A complete description of the goods and service(s) to be provided. The contract will clearly state the specifications that must be met for contract fulfillment. This may be accomplished by attaching the RFP (Request for Proposal) as part of the contract.
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History: Rescinded _____

Superseded/Replaced by Policy # _____

Sudden Valley Community Association

Policy: Board Orientation Policy
Policy #: 2010.08
Date: April 26, 2010
Page: 9

Purpose: Each Director shall be informed about Association history, policies, documents and procedures.

Policy: Following election to the Board of Directors in November, each new member shall participate in an orientation. At the orientation the new member shall:

- Review Board Member fiduciary responsibilities (provided by SVCA Attorney)
- Review the contents of the Board Members Manual
- Review all Board policies
- Review the duties of the Executive Officers and GM
- Review the Association's financial position and statements
- Discuss the board governance philosophy in John Carver's book, Boards That Make a Difference (book provided)
- Sign the Board Member Code of Conduct and submit it to the Board Secretary.

Additionally, each new member will be requested to undertake a tour of Sudden Valley with the Security Chief to familiarize the member with Sudden Valley environs, including the Community Center and the Health Club.

Responsible Position: The Board Secretary shall be responsible for ensuring timely completion of this orientation requirement.

Sudden Valley Community Association

Policy: Board Orientation Policy

Policy #: 2010.08 2024

Date: April 26, 2010 TBD

Page: 9

Purpose: Each Director shall be informed about Association history, policies, documents and procedures.

Policy: Following ~~election the AGM to the Board of Directors~~ in November, ~~each new member~~ the Board shall participate in an orientation. At the orientation ~~the there new member~~ shall be:

- A Legal Presentation – Review Board Member fiduciary responsibilities (provided by SVCA Attorney)
- Review the contents of the Board Members Manual
- Review all Board policies
- Review the duties of the Executive Officers and GM
- Review the Association's financial position and statements
- An Insurance Presentation (presentation by SVCA agent)
- A Parliamentary Presentation (by SVCA Parliamentarian)
- ~~Discuss the board governance philosophy in John Carver's book, Boards That Make a Difference (book provided)~~
- Sign the Board Member Code of Conduct and submit it to the Board Secretary to be filed at Administration.

Directors Additionally, ~~each new member~~ will be requested to undertake a tour of Sudden Valley ~~with the Security Chief~~ to familiarize the ~~member directors~~ with Sudden Valley ~~environs~~ facilities, including the Community Center and the Health Club facilities.

Responsible Position: The Board Secretary shall be responsible for ensuring timely completion of this orientation requirement.

Sudden Valley Community Association

Policy: Board Orientation Policy
Policy #: 2024
Date: TBD

Purpose: Each Director shall be informed about Association history, policies, documents and procedures.

Policy: Following the AGM in November, the Board shall participate in an orientation. At the orientation there shall be:

- A Legal Presentation (provided by SVCA Attorney)
- Review the contents of the Board Members Manual
- Review all Board policies
- Review the duties of the Executive Officers and GM
- Review the Association's financial position and statements
- An Insurance Presentation (presentation by SVCA agent)
- A Parliamentary Presentation (by SVCA Parliamentarian)
- Sign the Board Member Code of Conduct and submit it to the Board Secretary to be filed at Administration.

Directors will be requested to undertake a tour of Sudden Valley to familiarize the directors with Sudden Valley facilities.

Responsible Position: The Board Secretary shall be responsible for ensuring timely completion of this orientation requirement.

History: Rescinded _____

Superseded/Replaced by Policy # _____

Sudden Valley Community Association

Policy: Board Member and Committee Chair Involvement in Association Management

Policy #: 2017.5

Date: October 26, 2017

Page: 1 of 1

Intent:

To avoid confusing, contradictory and otherwise inefficient intrusion into areas primarily the responsibility of the General Manager or other designated Association agents.

It is recognized that Board priorities are established only by Board action, that SVCA's General Manager, Administrative staff, Counsel, and Consultants should not face inappropriate influence, pressure or fear of reprisal, and that they should be allowed to efficiently execute all appropriate instructions given them by the General Manager so as to carry out officially established Board priorities.

Policy:

No Director other than the President shall direct the General Manager to initiate any action, project, or study without prior approval of the President or prior Board direction. Individual Directors and Committee Chairs may not intervene in staff decision-making, or the development of staff recommendations, scheduling of staff work, and execution of SVCA priorities, without prior approval of the Board President or Board as a whole, with notice thereof being promptly provided to the General Manager.

Administrative and managerial powers may only be exercised by those persons to whom such powers are delegated by official action of the Board. The principal delegee of SVCA executive and administrative powers is the General Manager, with primary responsibility for management of the daily affairs of the Association, supervision and discipline of SVCA personnel, and establishment of a chain of command to carry that out.

In the event any Director is dissatisfied with the operation of the Association, or any action of any of its personnel, regarding a prior approval, the Director shall first bring such matter to the attention of the General Manager, then if necessary to (i) the President, (ii) the Executive Committee, or ultimately (iii) the entire Board.

History: Rescinded _____

Superseded/Replaced by Policy # _____

Sudden Valley Community Association

Policy: Board Member and Committee Chair Involvement in Association Management

Policy #: ~~2017.5~~ 2024

Date: ~~October 26, 2017~~ TBD

Page: ~~1~~ of 1

Intent:

To avoid confusing, contradictory and otherwise inefficient intrusion into areas primarily the responsibility of the General Manager or other designated Association agents.

It is recognized that Board priorities are established only by Board action, that SVCA's General Manager, Administrative staff, Counsel, and Consultants should not face inappropriate influence, pressure or fear of reprisal, and that they should be allowed to efficiently execute all appropriate instructions given them by the General Manager ~~so as~~ to carry out officially established Board priorities and directions.

Policy:

No Director other than the President shall direct the General Manager to initiate any action, project, or study without prior approval of the President or prior Board direction. Individual Directors and Committee Chairs may not intervene in staff decision-making, or the development of staff recommendations, scheduling of staff work, and execution of SVCA priorities, without prior approval of the Board President or Board as a whole, with notice thereof being promptly provided to the General Manager.

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If an individual director or Committee Chair requires specific assistance of Staff a request should be made through the GM or Board President.

In the event any Director is dissatisfied with the operation of the Association, or any action of any of its personnel, regarding a prior approval, the Director shall first bring such matter to the attention of the General Manager, then if necessary to (i) the President, (ii) the Executive Committee, or ultimately (iii) the entire Board.

History: Rescinded _____

~~Superseed~~Superseded/Replaced by Policy #

Sudden Valley Community Association

Policy: Board Member and Committee Chair Involvement in Association Management

Policy #: 2024

Date: TBD

Intent:

To avoid confusing, contradictory and otherwise inefficient intrusion into areas primarily the responsibility of the General Manager or other designated Association agents.

It is recognized that Board priorities are established only by Board action, that SVCA's General Manager, Administrative staff, Counsel, and Consultants should not face inappropriate influence, pressure or fear of reprisal, and that they should be allowed to efficiently execute all appropriate instructions given them by the General Manager to carry out officially established Board priorities and directions.

Policy:

No Director other than the President shall direct the General Manager to initiate any action, project, or study without prior approval of the President or prior Board direction. Individual Directors and Committee Chairs may not intervene in staff decision-making, or the development of staff recommendations, scheduling of staff work, and execution of SVCA priorities, without prior approval of the Board President or Board as a whole, with notice thereof being promptly provided to the General Manager.

Administrative and managerial powers may only be exercised by those persons to whom such powers are delegated by official action of the Board. The principal delegatee of SVCA executive and administrative powers is the General Manager, with primary responsibility for management of the daily affairs of the Association, supervision and discipline of SVCA personnel, and establishment of a chain of command to carry that out.

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History: Rescinded _____

Superseded/Replaced by Policy # _____



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

APPROVAL REQUEST MEMO

To: Sudden Valley Community Association (SVCA) Board of Directors (BOD)
From: Jo Anne Jensen, General Manager
Date: August 22nd, 2024
Subject: Approval Request – Easement for 208 Polo Park Drive

Purpose

To request approval for an easement granting 208 Polo Park Drive permission to cross SVCA park space to discharge stormwater into Beaver Creek.

Background

Whatcom County has approved a stormwater site plan for 208 Polo Park Drive that requires the line to cross SVCA-owned property.

Analysis

Whatcom County initially recommended a different solution for the discharge of stormwater, which required the homeowner to pump stormwater to the front of the property and across the road, to eventually be discharged in SVCA-owned land. The current approved stormwater site plan is a significant improvement over the first recommendation.

The current stormwater site plan also details requirements for a diffuser tee, gravel, and splash pad at the discharge location to minimize erosion.

Request

Request that the Board of Directors approve an easement for 208 Polo Park Drive to allow a stormwater line to be installed across SVCA-owned parcel 29301 and direct the General Manager to execute the agreement on behalf of the Association.

Motion

Move that the Board of Directors approve an easement for 208 Polo Park Drive to allow a stormwater line to be installed across SVCA-owned parcel 29301 and direct the General Manager to execute the agreement on behalf of the Association.

Approvals

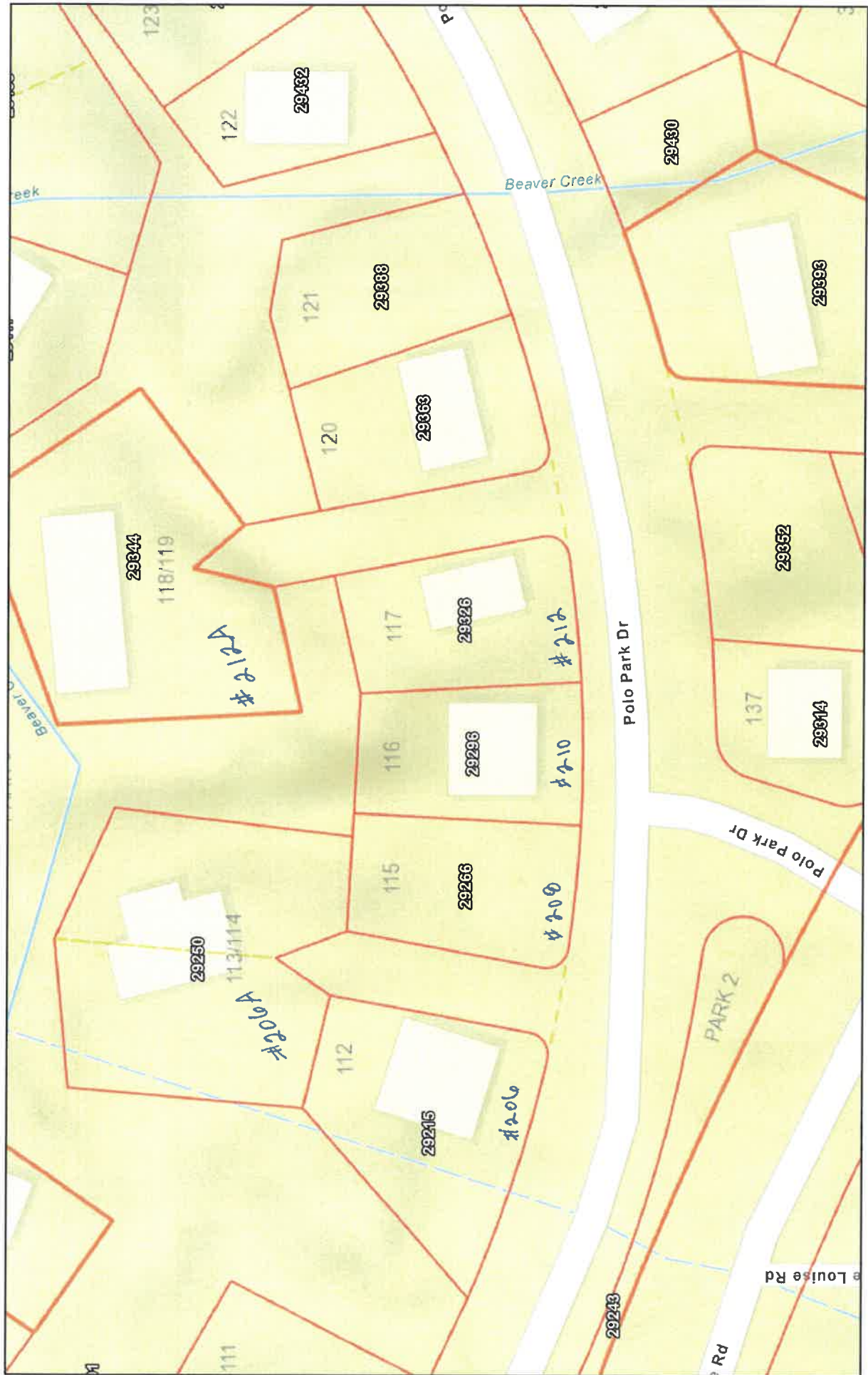
Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President

208 Polo Park Drive

Whatcom Tax Parcel Map



8/5/2024, 10:58:06 AM

- ☐ Subdivisions
- ☐ Tax Parcels

Lots

Sections

Quarter Sections

Encumbrances

1:1,128

0 0.01 0.02 0.04 mi

0 0.01 0.02 0.04 km

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA,

Filed for Record at Request of:

Sudden Valley Community Association
4 Clubhouse Cir
Bellingham, WA 98229
(360) 734-6430

DOCUMENT TITLE:	UTILITY EASEMENT AGREEMENT
GRANTORS:	SUDDEN VALLEY COMMUNITY ASSOCIATION, a Washington non-profit corporation
GRANTEES:	Rubicon I.D.C, LLC
ABBREV. LEGAL DESCRIPTION:	LOT 115, SUDDEN VALLEY, DIV. NO. 8
PARCEL NOS.:	3704060651000000 / 29266
REFERENCE NO.:	N/A

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Easement Agreement") is made this _____ day of _____, 2024, by Rubicon I.D.C, LLC, owner of Lot 115 in Division 8 (the "Lot Owner"), and the **SUDDEN VALLEY COMMUNITY ASSOCIATION**, a Washington non-profit corporation (the "Association"). The Association and Lot Owner are individually referred to herein as a "Party" and collectively as the "Parties" or "Parcel Owners."

I. RECITALS

WHEREAS, the Lot Owner owns the real property depicted as Lot 115 (legally described in **Exhibit 1** attached hereto) (the "Benefited Property"), on the Division 8 Plat Map attached hereto as **Exhibit 2** (the "Plat") recorded under Whatcom County Auditor File No. 1078277.

WHEREAS, the Association owns tracts marked as "Park" in the Division 8 Plat Map and that is otherwise shown in the Stormwater Site Plan attached hereto as **Exhibit 3** (the "Burdened Property"); and

WHEREAS, the Lot Owner desires to construct and install a stormwater line as set forth in the Stormwater Site Plan and as shown connecting Lot 115 to discharge in Beaver Creek.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the terms and conditions herein, the Parties hereto agree to be bound as follows:

1. GRANT OF EASEMENT.

1.1 The Association hereby grants and conveys to the Lot Owner a non-exclusive perpetual easement ("Easement") for stormwater utilities under the Park area, as depicted in **Exhibit 2** and **Exhibit 3** hereto, and incorporated herein by reference, which Easement shall be strictly limited to the location of the stormwater connection from the Lot to Beaver Creek as shown on the Stormwater Site Plan and depicted in **Exhibit 3**. This Easement is granted only to allow the Lot Owner to implement the stormwater design shown in the Stormwater Site Plan. The Easement shall not be further expanded or increased to cover any additional uses or square footage of the Burdened Property.

2. INSTALLATION, MAINTENANCE, AND RESTORATION.

2.1 The Lot Owner shall be solely responsible for the installation, maintenance, and repair related to the stormwater line in the Easement. The Lot Owner shall keep the Easement free of rubbish, trash, and construction debris. Following installation of the stormwater line, or following any subsequent maintenance or repair of the stormwater line or the Burdened Property, the Lot Owner shall restore the Burdened Property to as near as possible to its prior condition. If vegetation, soil, or other natural, preexisting debris is disturbed or destroyed, the Lot Owner shall restore or replace the soil, natural debris, and vegetation. The Lot Owner must receive approval from the Association for any restoration or replacement work prior to the Lot Owner commencing such work. The material used by the Lot Owner to restore or replace the soil, natural debris, or vegetation must be approved by the Association prior to the Lot Owner

using such material. The Lot Owner shall be solely responsible for all costs for restoring the surface of the Burdened Property to its prior condition.

2.2 The Lot Owner, or any of their contractors or agents, shall complete the initial installation and restoration work within the Burdened Property within ninety (90) days of the mutual execution of this Easement Agreement. The Lot Owner, or any of their contractors or agents, shall complete all subsequent maintenance or repair work, and any related restoration work, within the Burdened Property within sixty (60) days of receiving the Association's approval.

2.3 The Lot Owner shall limit any and all work on the Burdened Property to daylight hours between 8:00 AM and 7:00 PM.

2.4 The Association must approve of any maintenance or repair work to the stormwater line or Burdened Property prior to commencement of any maintenance or repairs.

3. **LIABILITY.** The Lot Owner assumes any and all risk and liability associated with use of the Burdened Property and agrees to defend, indemnify, and hold SVCA, its employees, agents, officers, and board members harmless from and against all liabilities, claims, losses, demands, or judgments, including reasonable costs and attorneys' fees, incurred by SVCA arising out of or relating to damages to persons or property occasioned by the use of the Easement by the Lot Owner, the Lot Owner's licensees, invitees, and guests.

4. **BINDING NATURE OF GRANT.** This Easement Agreement and the rights expressed herein shall bind and benefit, as applicable, the Parties, and their respective successors, devisees, transferees, heirs, executors, administrators, and assigns. The Benefited Property and the Burdened Property shall be subject to this Easement Agreement, and all subsequent owners, successors, and assigns of the Parcels shall take said real property subject to this Easement Agreement.

5. **NO DEDICATION TO PUBLIC.** Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the said tracts to the general public or for any public use or purpose whatsoever.

6. **COMMENCEMENT AND TERMINATION.** The Easement shall commence upon recordation of this Easement Agreement.

7. **REMEDIES.** In the event that the Lot Owner is in breach or default of the terms or conditions of this Easement Agreement, the Association may pursue the following cumulative, non-exclusive, remedies:

7.1 Revoke this Easement Agreement upon thirty (30) days' written notice to the Lot Owner which revocation shall become effective upon the unilateral recording by the Association of a "Revocation of Easement" in the office of the Auditor in and for Whatcom County, Washington.

7.2 Perform the cure at the Association's expense and bill such charges, plus an administrative fee of ten percent (10%) thereon, to the Lot Owner. The Association may record a lien against the Benefited Property to secure payment of such charges. The lien shall run with the land and may be foreclosed as a mortgage in Washington state.

7.3 Issue a fine of Twenty Five Dollars (\$25.00) to the Lot Owner for each day the Lot Owner is in default. The Association may record a lien against the Benefited Property to secure payment of such fines. The lien shall run with the land and may be foreclosed as a mortgage in Washington State.

8. **ATTORNEYS' FEES AND COSTS.** In the event either of the Parties institute a suit to enforce this Easement Agreement, the prevailing Party shall be entitled to court costs and reasonable attorney's fees against the losing Party.

9. **GOVERNING LAW.** It is agreed that the jurisdiction and venue of any legal actions brought under the terms of this Easement Agreement shall be exclusively in the Superior Court for Whatcom County, Washington. Washington law shall apply to this Easement Agreement.

10. **AMENDMENTS.** Except as otherwise set forth herein, this Easement Agreement may not be modified, amended, or terminated except by written agreement of the Association and the Lot Owner.

11. **HEADINGS.** The captions and headings provided for in this Easement Agreement are for reference purposes only and do not have any effect on the interpretation of this Easement Agreement.

12. **NON-WAIVER.** Failure to enforce any provision of this Easement Agreement shall not operate as a waiver of any such provision.

13. **SEVERABILITY.** In case any one or more of the provisions contained in this Easement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Easement Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **ENTIRE AGREEMENT.** This is the entire agreement concerning this Easement Agreement. The recitals and definitions set forth above are incorporated as if fully set forth herein. There are no other oral or written understandings.

IN WITNESS WHEREOF, the Parties have caused this document to be executed as of the day and year first above written.

[Signatures & Notaries on Following Pages]

GRANTOR:

**SUDDEN VALLEY COMMUNITY ASSOCIATION,
A WASHINGTON NONPROFIT CORPORATION**

By: Jo Anne Jensen
Its: General Manager
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me **JO ANNE JENSEN**, to me known to be the **GENERAL MANAGER** of the **SUDDEN VALLEY COMMUNITY ASSOCIATION**, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this _____ day of _____, _____.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, Residing at _____
My Commission Expires: _____

GRANTEE:

Rubicon I.D.C. LLC

By: _____
Owner of Lot _____
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me _____ to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, _____.

Print Name:
NOTARY PUBLIC in and for the
State of Washington, Residing at _____
My Commission Expires: _____

EXHIBIT 1
LEGAL DESCRIPTION

LOT 115, SUDDEN VALLEY, DIVISION NO. 8, ACCORDING TO THE PLAT THEREOF,
RECORDED IN VOLUME 10 OF PLATS, PAGE 80, INCLUSIVE, RECORDS OF WHATCOM
COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT 2
DIVISION 8 PLAT MAP

03956

Sudden Valley

DIVISION 8

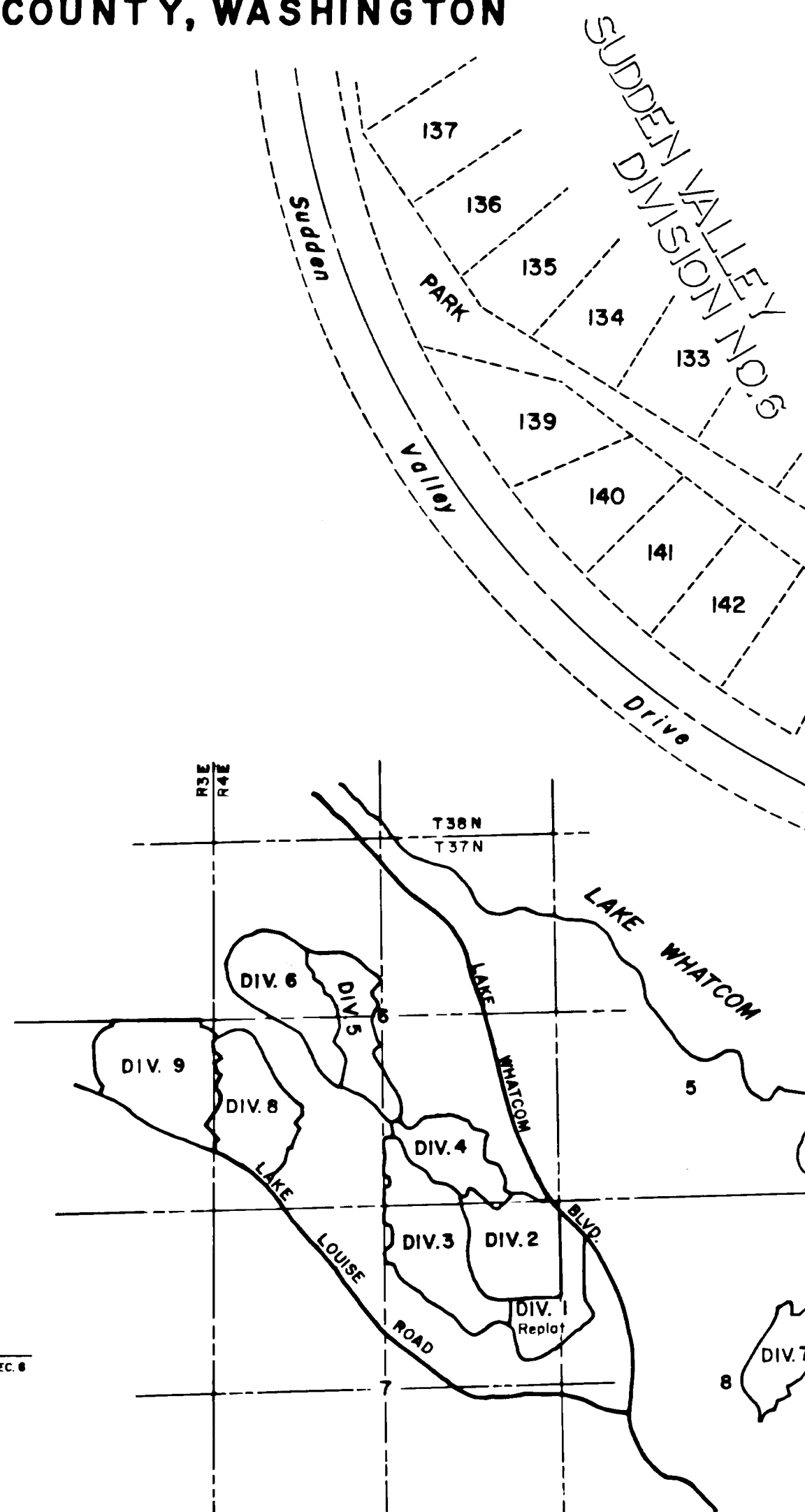
SEC. 6, T37N, R4E, W.M.

SEC. 1, T37N, R3E, W.M.

WHATCOM COUNTY, WASHINGTON



SCALE: 1" = 100'
LOCAL MERIDIAN



VICINITY SKETCH

SCALE: 1" = 2000'

NOTE:

All 30 foot numbered parcels on the face of this plat shall be owned by the Community Club and shall be used exclusively for ingress to and egress from and utilities for the lots having any common boundary therewith, and where indicated shall be used for ingress to and egress from park areas.

Park ingress & egress across Keyway No. 5, 7, 13, 14 & 16



Sudden Valley

1075500

DIVISION 8

SEC. 6, T37N, R4E, W.M.

SEC. 1, T37N, R3E, W.M.

WHATCOM COUNTY, WASHINGTON

HORTON DENNIS & ASSOCIATES, INC.
CONSULTING ENGINEERS

DESCRIPTION

I, HORTON D. DENNIS, DO HEREBY CERTIFY THAT THIS PLAT, TITLED SUDDEN VALLEY DIVISION NO. 8, IS BASED UPON AN ACTUAL SURVEY MADE IN ACCORDANCE WITH THE REQUIREMENTS OF STATE LAW; THAT ALL DISTANCES, COURSES AND ANGLES ARE CORRECTLY SHOWN HEREON; THAT ALL MONUMENTS AND STAKES HAVE BEEN ACCURATELY PLACED ON THE GROUND; AND THAT THE PLAT COVERS AND EMBRACES THAT PORTION OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 4 EAST, W.M. AND THAT PORTION OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 3 EAST, W. M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 4 EAST, W.M.; THENCE SOUTH 5° 48' 03" WEST ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, 87.43 FEET; THENCE SOUTH 50° 54' 55" WEST 120.05 FEET; THENCE SOUTH 39° 05' 05" EAST 104.00 FEET; THENCE SOUTH 50° 39' 59" WEST 199.71 FEET;

THENCE SOUTH 55° 13' 00" WEST 90.00 FEET; THENCE NORTH 34° 47' 00" WEST 32.00 FEET; THENCE SOUTH 55° 13' 00" WEST 164.98 FEET; THENCE SOUTH 81° 00' 26" WEST 46.00 FEET; THENCE SOUTH 24° 43' 07" WEST 106.58 FEET; THENCE SOUTH 84° 06' 50" WEST 97.51 FEET; THENCE SOUTH 3° 26' 16" WEST 45.95 FEET TO A POINT ON THE NORTHERLY MARGIN OF LAKE LOUISE ROAD, SAID MARGIN BEING 40 FEET NORTHERLY OF, MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID ROAD, SAID POINT BEING ON A CURVE FROM WHENCE THE CENTER BEARS SOUTH 36° 57' 27" WEST 1640.00 FEET;

THENCE WESTERLY ALONG SAID CURVE 115.39 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT OF RADIUS 1746.93 FEET; THENCE WESTERLY, ALONG SAID MARGIN AND SAID CURVE, 447.57 FEET TO THE POINT OF TANGENCY; THENCE NORTH 71° 45' 12" WEST 307.13 FEET TO THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 6; THENCE NORTH 5° 32' 58" EAST ALONG SAID WEST LINE, 26.05 FEET;

THENCE NORTH 52° 32' 11" EAST 135.02 FEET; THENCE NORTH 37° 27' 49" WEST 244.49 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT OF RADIUS 345.00 FEET; THENCE WESTERLY, ALONG SAID CURVE, 43.44 FEET; THENCE NORTH 49° 28' 38" EAST 131.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT OF RADIUS 175.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, 83.65 FEET TO THE POINT OF TANGENCY;

THENCE NORTH 22° 05' 20" EAST 70.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT OF RADIUS 175.00 FEET; THENCE NORTHEASTERLY, ALONG SAID CURVE 88.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT OF RADIUS 20.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, 27.01 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE FROM WHENCE THE CENTER BEARS SOUTH 63° 50' 55" WEST 275.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 126.14 FEET;

THENCE NORTH 37° 34' 07" EAST 167.05 FEET; THENCE NORTH 47° 50' 22" WEST 57.34 FEET; THENCE NORTH 25° 19' 11" WEST 102.88 FEET; THENCE NORTH 60° 49' 32" EAST 111.95 FEET TO A POINT ON A CURVE FROM WHENCE THE CENTER BEARS SOUTH 60° 49' 32" WEST 325.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 119.67 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE FROM WHENCE THE CENTER BEARS SOUTH 39° 43' 41" WEST 28.27 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 11.99 FEET TO THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 6; THENCE NORTH 5° 32' 58" EAST, ALONG SAID WEST LINE, 131.56 FEET; THENCE NORTH 39° 43' 41" EAST 53.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT OF RADIUS 330.00 FEET; THENCE EASTERLY, ALONG SAID CURVE 556.50 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 43° 39' 05" EAST 253.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT OF RADIUS 880.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 304.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT OF RADIUS 355.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 314.05 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 12° 45' 34" EAST 293.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT OF RADIUS 445.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 181.18 FEET TO THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 6; THENCE SOUTH 5° 48' 03" WEST ALONG SAID EAST LINE 2.95 FEET TO THE POINT OF BEGINNING.

ALL IN WHATCOM COUNTY, WASHINGTON

ENGINEER'S APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY ENGINEERING DEPARTMENT

THIS 27 DAY OF April, 1970.

Carl Dammell
ENGINEER, WHATCOM COUNTY, WASHINGTON

PLANNING COMMISSION APPROVAL

EXAMINED AND APPROVED BY THE WHATCOM COUNTY PLANNING COMMISSION

THIS 27 DAY OF April, 1970.

Arthur Osgood
CHAIRMAN, WHATCOM COUNTY PLANNING COMMISSION

COMMISSIONER'S APPROVAL

APPROVED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WHATCOM

COUNTY THIS 27 DAY OF APRIL, 1970.

ATTEST Edna Lewis
CLERK OF THE BOARD

Frank Roberts
CHAIRMAN, WHATCOM COUNTY COMMISSIONERS

TREASURER'S CERTIFICATE

I, Hugh Carey, COUNTY TREASURER OF WHATCOM COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES REQUIRED BY LAW TO BE PAID UPON THAT PORTION OF REAL ESTATE EMBRACED WITHIN THIS PLAT HAVE BEEN FULLY PAID AS PRESCRIBED BY LAW AND AS SHOWN BY THE RECORDS IN MY OFFICE.

WITNESS MY OFFICIAL SIGNATURE AND SEAL THIS 28th DAY OF April, 1970.

Hugh Carey By: C. L. Bower
TREASURER, WHATCOM COUNTY, WASHINGTON Deputy

AUDITOR'S CERTIFICATE

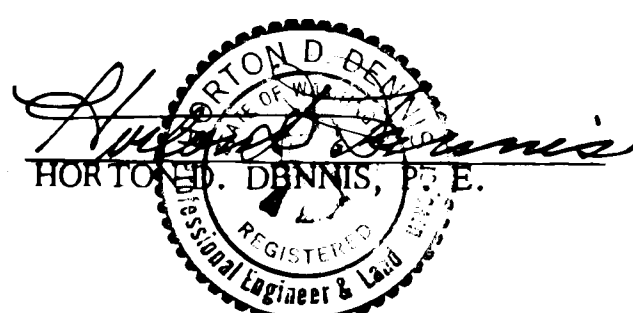
I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD AT THE OFFICE OF THE AUDITOR OF WHATCOM COUNTY, WASHINGTON AT THE REQUEST OF

Sudden Valley, Inc. ON THIS 28th DAY OF April

1970, AT 5 MINUTES PAST 2 P.M. AND RECORDED IN VOLUME

18 OF PLATS ON PAGES 80-82 OF THE RECORDS OF SAID COUNTY.

Walter Hansen By: Andy Miller
AUDITOR, WHATCOM COUNTY, WASHINGTON Deputy



Sudden Valley

DIVISION 8

SEC. 6, T37N, R4E, W.M.
WHATCOM COUNTY, WASHINGTON

conv. to B. and P. map sec 803 642 134 6/18/84
- - - - - 805 - 547 6/28/84
Final order of vacat. only 16 7-2-84
H 1484675
conv. to B. and P. map sec 836 642 1343 1/29/85
Final order of vac. sec H 1503923 4-10-85
LOT 73-74
- - - - - Lot 4-5 H 1562059 1/21/88
- - - - - Lot 20-21 1562060
- - - - - to 20421 #1581067 8-19-87

MORTON DENNIS & ASSOCIATES, INC.
CONSULTING ENGINEERS

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE THE UNDERSIGNED OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, DO HEREBY DECLARE THIS PLAT, AND IN LIEU OF DEDICATION OF ROADS AND EASEMENTS SHOWN ON THIS PLAT, HEREBY RESERVE FOREVER UNTO ALL PURCHASERS OF ALL LOTS AND TRACTS IN THIS PLAT AN EQUAL AND UNDIVIDED BENEFICIAL INTEREST IN ALL ROADS AND EASEMENTS, WITH A PERMANENT EASEMENT FOR PUBLIC UTILITIES THEREON, WITH THE RIGHT TO DRAIN ALL ROADS, EASEMENTS AND PUBLIC SITES OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE GRADING, AND THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS AND TRACTS IN ANY REASONABLE GRADING OF BLOCKS AND EASEMENTS. THIS PLAT AND RESERVATIONS SHALL BE SUBJECT TO THE RESTRICTIONS AND COVENANTS ON FILE IN THE OFFICE OF THE WHATCOM COUNTY AUDITOR UNDER

AUDITOR'S FILE NO. 1075758

SUDDEN VALLEY, INC.

K.A. Sanwick, Jr.
K.A. SANWICK, JR.
PRESIDENT

Glen E. Corning
GLEN E. CORNING AN INDIVIDUAL AND
PRESIDENT OF CORNING LOGGING CO

Q. Robert Davis
Q. ROBERT DAVIS
VICE PRESIDENT

PIONEER NATIONAL TITLE
INSURANCE COMPANY

THE SANWICK CORPORATION

K.A. Sanwick, Jr.
K.A. SANWICK, JR.
PRESIDENT

VIKING INVESTMENT CORPORATION

K.A. Sanwick, Jr.
K.A. SANWICK, JR.
PRESIDENT

PEOPLES NATIONAL BANK
OF WASHINGTON

Robert S. Perry
SR. VICE PRESIDENT

F. Robert Lee
F. ROBERT LEE
SECRETARY

Elizabeth F. Corning
ELIZABETH F. CORNING

F. Robert Lee
F. ROBERT LEE
SECRETARY

ACKNOWLEDGEMENT

ON THIS 17TH DAY OF APRIL, 1970, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, APPEARED K.A. SANWICK, JR. AND F. ROBERT LEE, PRESIDENT AND SECRETARY RESPECTIVELY, OF SUDDEN VALLEY, INC. TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND THEY ARE DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Morton Dennis
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON
RESIDING AT SEATTLE

ACKNOWLEDGEMENT

ON THIS 17TH DAY OF APRIL, 1970, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY APPEARED GLEN E. CORNING AND ELIZABETH F. CORNING, HIS WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE DEDICATION HEREIN, AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Morton Dennis
NOTARY PUBLIC IN AND FOR
THE STATE OF WASHINGTON
RESIDING AT SEATTLE

ACKNOWLEDGEMENT

ON THIS 17TH DAY OF APRIL, 1970, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

APPEARED GLEN E. CORNING, PRESIDENT OF CORNING LOGGING COMPANY

TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND HE IS DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Morton Dennis
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON
RESIDING AT SEATTLE

ACKNOWLEDGEMENTS

ON THIS 17TH DAY OF APRIL, 1970, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

APPEARED ROBERT S. PERRY, SR. VICE PRESIDENT OF PEOPLES NATIONAL BANK OF WASHINGTON TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND HE IS DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Morton Dennis
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON
RESIDING AT SEATTLE

ACKNOWLEDGEMENT

ON THIS 17 DAY OF April, 1970, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

APPEARED Q. ROBERT DAVIS, VICE PRESIDENT

OF PIONEER NATIONAL TITLE INSURANCE COMPANY TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND THEY ARE DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Carolyn R. Anderson
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON
RESIDING AT Seattle

ACKNOWLEDGEMENT

ON THIS 17TH DAY OF APRIL, 1970, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, APPEARED K.A. SANWICK, JR. AND F. ROBERT LEE, PRESIDENT AND SECRETARY

RESPECTIVELY, OF THE SANWICK CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND THEY ARE DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Morton Dennis
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON
RESIDING AT SEATTLE

ACKNOWLEDGEMENT

ON THIS 17TH DAY OF APRIL, 1970, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

APPEARED K.A. SANWICK, JR. AND F. ROBERT LEE, PRESIDENT AND SECRETARY

RESPECTIVELY, OF VIKING INVESTMENT CORPORATION TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND THEY ARE DULY AUTHORIZED TO SIGN FOR SAID CORPORATION. ALSO DESCRIBED AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Morton Dennis
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON
RESIDING AT SEATTLE

EXHIBIT 3
Stormwater Site Plan

NOTE:

RESIDENCE SITE PLAN PROVIDED BY
RUBICON HOMES, APRIL 2024

CONNECT DOWNSPOUT
TIGHTLINE SYSTEM TO
FILTRATION TRENCH AS SHOWN.

BASIN 1
2,137 SF (0.0491 AC) TOTAL
NON-POLLUTION GENERATING
IMPERVIOUS SURFACE

MITIGATED LANDSCAPE AREA
930 SF (0.0213 AC)

8' X 4' STORMWATER TREATMENT
FILTRATION TRENCH. SEE FIGURE 7

INSTALL 4-INCH
DIFFUSER TEE ABOVE
THE OHWM.
SITUATE ON GRAVEL
SPLASHPAD.
INSTALL OUTLET
PROTECTION PER
BMP C209

OHWM

NOTE:

STORMWATER TREATMENT FILTRATION
TRENCH AND SURROUNDING GRADE IS TO BE
STABILIZED AND GRADED LESS THAN 15%
GRADES. IF NECESSARY, TRENCH IS TO BE
KEYED INTO SLOPE WITH FURTHER
STABILIZATION MEASURES, SUCH AS
RETAINING WALLS, ETC. TO PREVENT ANY
POTENTIAL EROSION/ SLOPE FAILURE
DOWNSLOPE OF THE STORMWATER
TREATMENT FILTRATION TRENCH LOCATION.

CONNECT CATCH BASIN
TO ROOF DOWNSPOUT
TIGHTLINE SYSTEM

BASIN 2
820 SF (0.0188 AC) TOTAL
POLLUTION GENERATING
IMPERVIOUS SURFACE

SLOPE DRIVEWAY TO SHEET FLOW
TOWARDS DRIVEWAY CATCH BASIN

R10', TYP.

PROPOSED CATCH BASIN TO
CAPTURE ALL STORMWATER
RUNOFF FROM DRIVEWAY

POLO PARK DR.

ALL AREAS SUBJECT TO CLEARING AND GRADING THAT
HAVE NOT BEEN COVERED BY IMPERVIOUS SURFACE,
INCORPORATED INTO A DRAINAGE FACILITY OR
ENGINEERED AS STRUCTURAL FILL OR SLOPE SHALL, AT
PROJECT COMPLETION, MEET THE REQUIREMENTS OF
BMP T5.13 "POST CONSTRUCTION SOIL QUALITY & DEPTH."
- SEE SECTION 5.5 OF THIS REPORT FOR SPECIFICATIONS.



**TOTAL PROPOSED IMPERVIOUS
SURFACE AREA: 2,957 SF (0.0679 AC)**



**AXE ENGINEERING
SERVICES, LLC**
"CUTTING THROUGH
PROJECT BARRIERS"
851 COHO WAY #306
BELLINGHAM, WA 98225
360 - 922 - 0549
www.axeengineering.com

WHATCOM COUNTY, WA
**208 POLO PARK DR. RESIDENCE
STORMWATER SITE PLAN
POST-DEVELOPED BASIN PLAN**

04/16/2024
23015

Fig 4

SUDDEN VALLEY SURVEY MAP

SITUATE IN A PORTION OF SW 1/4, SW 1/4
SECTION 6, TOWNSHIP 37 NORTH, RANGE 4 EAST OF W.M.
WHATCOM COUNTY, WASHINGTON

SURVEY NOTES:

- 1.) THIS SURVEY WAS PREPARED IN ACCORDANCE WITH WAC 332-130-145 IN MAY 2022 AT THE REQUEST OF RUBICON.
- 2.) FIELD SURVEY PERFORMED WITH TRIMBLE R8-3 GNSS RECEIVER AND LEICA TC1201+ ROBOTIC TOTAL STATION AND MEETS OR EXCEEDS THE STANDARDS SET FORTH WITHIN WAC 332-130-090.
- 3.) BASIS OF BEARINGS IS PER SUDDEN VALLEY, DIVISION NO. 8, RECORDED IN VOLUME 10 OF PLATS, PAGE 80.
- 4.) VERTICAL DATUM: ASSUMED
PTEK#10 SET NAIL ELEV. 100.00'.
- 5.) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT PURPORT TO SHOW ANY OR ALL EASEMENTS.
- 6.) POWERTEK SURVEYING ASSUMES NO LIABILITY FOR ANY SUBSURFACE CONDITIONS OR FEATURES THAT MAY EXIST THAT ARE UNDETECTABLE AND/OR NOT VISIBLE.
- 7.) CONTOUR INTERVALS ARE SHOWN AT 1 FOOT AND ARE COMPUTER GENERATED FROM GROUND FIELD TOPOGRAPHY GATHERED FOR THIS SURVEY AND MEET OR EXCEED NATIONAL MAPPING STANDARDS UTILIZING ELECTRONIC DATA COLLECTION.
- 8.) THE TOPOGRAPHIC ELEMENTS SHOWN ON THIS MAP ARE INTENDED TO SUPPORT PLANNING AND DESIGN. UTILITY LOCATIONS DERIVED FROM ABOVE GROUND APPURTENANCES AND/OR UTILITY PAINT MARKS PER WASHINGTON STATE ONE-CALL UNDERGROUND LOCATES (811).
- 9.) OCCUPATIONAL INDICATORS AND EXISTING FENCE LINE NOTE:
THIS SURVEY MAY DEPICT EXISTING FENCE LINES AND/OR ENCROACHMENTS IN ACCORDANCE WITH WAC CH 332.130. THESE OCCUPATIONAL INDICATORS MAY INDICATE A POTENTIAL FOR CLAIMS OF UNWRITTEN TITLE OWNERSHIP. THIS IS NOT A BOUNDARY SURVEY AND THE LEGAL RESOLUTION OF OWNERSHIP BASED UPON UNWRITTEN TITLE CLAIMS HAS NOT BEEN RESOLVED BY THIS SURVEY.

LEGAL DESCRIPTION:

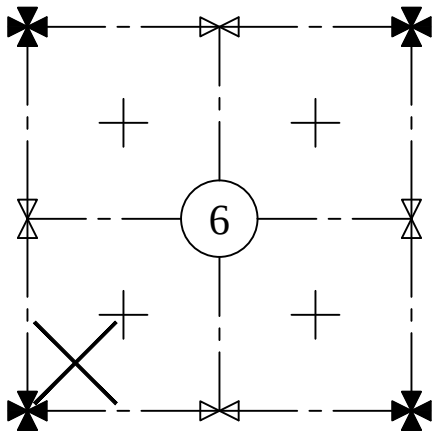
(PER QUIT CLAIM DEED A.F. NO. 2120700742)

LOT 115, SUDDEN VALLEY DIVISION 8, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 80, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

LEGEND:

- FOUND CONCRETE MONUMENT
- FOUND REBAR & CAP
- SET REBAR & CAP, PLS #46880
- SET HUB & TACK
- EXISTING SANITARY SEWER MANHOLE
- EXISTING UTILITY JUNCTION BOX
- 12" TREE DIAMETER
- EXISTING TREE (CONIFER)

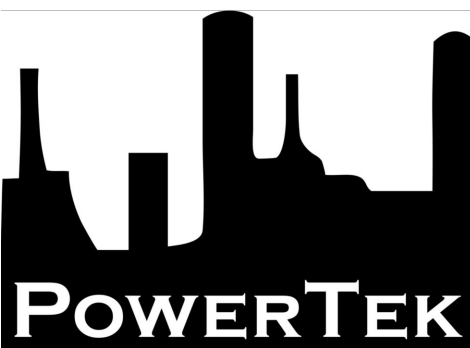


SW 1/4, SW 1/4 SECTION 6
T. 37 N., R. 4 E. OF W.M.



POLO PARK DR.

#208 POLO PARK DR.



POWERTEK SURVEYING
(360) 746.8801

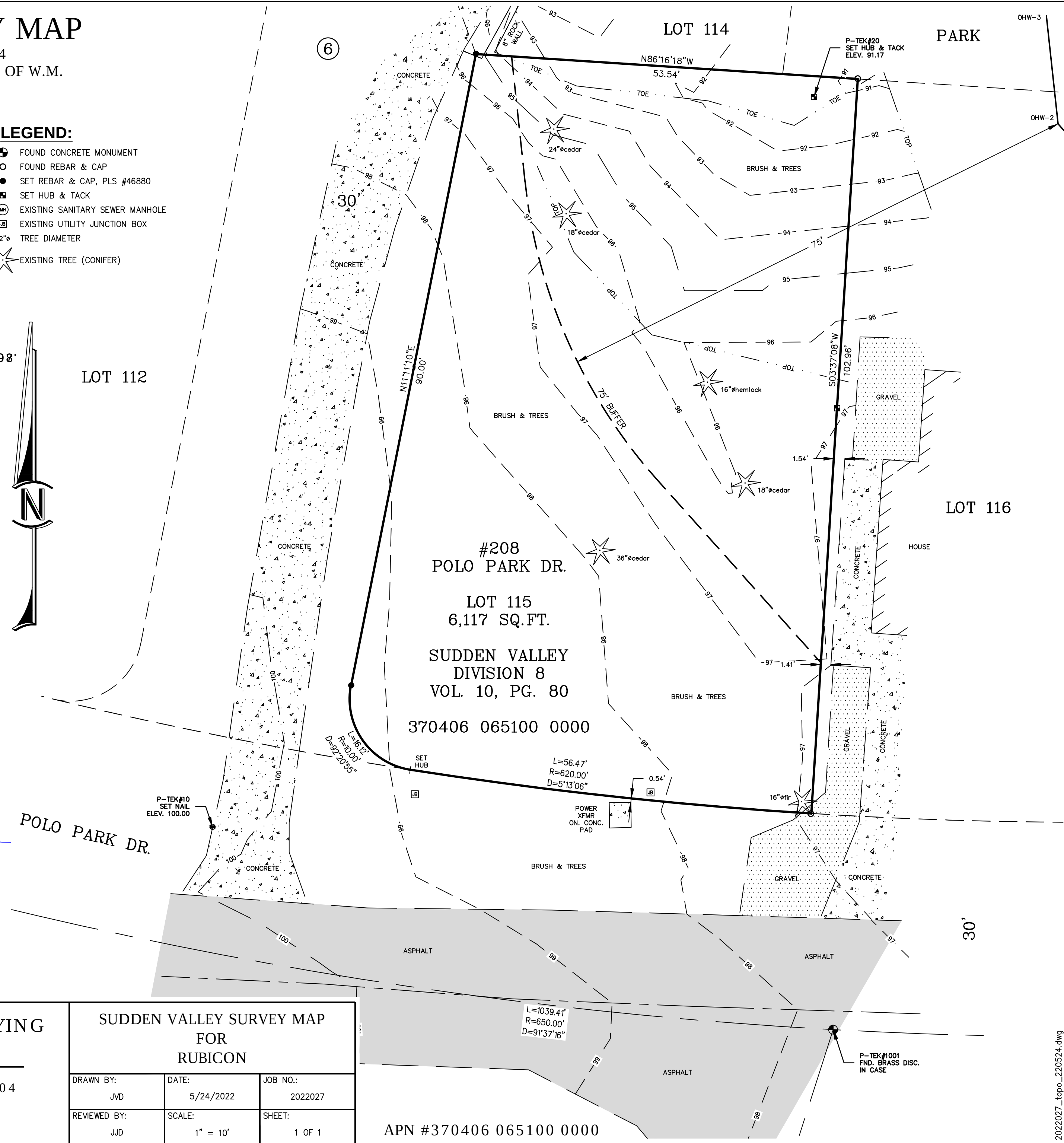
#5426 BARRETT ROAD #104
FERNDAL, WA 98248

www.powertek.net

SUDDEN VALLEY SURVEY MAP FOR RUBICON

DRAWN BY:	DATE:	JOB NO.:
JVD	5/24/2022	2022027
REVIEWED BY:	SCALE:	SHEET:
JVD	1" = 10'	1 OF 1

APN #370406 065100 0000





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: Jo Anne Jensen, General Manager
Date: August 22nd, 2024
Subject: Capital Request – Maintenance Shop Remodel Change Order

Purpose

Adjust funding to reflect higher costs for Maintenance Shop Remodel, project 9722.08.

Background

On October 27, 2022, the Board of Directors approved \$254,657.18 for design, permitting, construction, and oversight of the Maintenance Shop Remodel project. On October 12, 2023, an additional \$228,741.36 of funding was requested to expand the scope of the project, resulting in total funding of \$483,398.54. During construction, unexpected components of the building had to be replaced to meet code requirements. This change order details the cost of the unexpected work and requests additional funding to cover the shortfall.

Also on October 12, 2023, the Board directed the GM to execute a contract with Cool Runnings with a not to exceed amount of \$388,788. The overages detailed below were NOT included in that contract, so a change order is needed to pay for them.

Analysis

Description of Change	Cost
Replace sewer service from building to sewer main. Existing service was found to be inadequate, and replacement was required for permit sign-off.	\$2,700.00
Replace existing roof underlayment. When the metal roof was removed, it was discovered that the existing plywood was saturated in numerous areas. This wasn't visible while the roofing was in place and no leaks had been observed.	\$6,400.00
Replace existing roof insulation. Since the plywood had to be removed, the insulation had to be removed also.	\$10,697.30
Repair concrete floor where walls were removed. Concrete was at different levels on each side of the existing wall. This had to be leveled.	\$1,600.00
Cover shop walls with new plywood. This wasn't included in the original bid because it wasn't known that the permit would allow for the replacement.	\$2,500.00
Rewiring of maintenance shop. Inspections discovered that wiring left in place did not meet code and had to be replaced.	\$3,565.00
Require new panel. L&I and PSE disagreed about the orientation of the disconnect.	\$1,380.00
Subtotal	\$28,842.30
Subtract \$10,000 allowance for minor changes	<\$10,000.00>



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Net Change Order Amount	\$18,842.30
WA State Sales Tax @ 8.8%	\$1,658.12
Total Additional Funding Needed	\$20,500.42

Requests

Request that the Board of Directors approve an additional \$20,500.42 from CRRRF for capital project 9722.08, Maintenance Shop Remodel, and authorize a change order to the Cool Runnings contract in the amount of \$20,500.42.

Motions

Move that the Board of Directors approve an additional \$20,500.42 from CRRRF for capital project 9722.08, Maintenance Shop Remodel, and authorize a change order to the Cool Runnings contract in the amount of \$20,500.42.

Approvals

Recommended: _____ Not Recommended: _____ SVCA Finance Committee

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President

CHANGE ORDER

Sudden Valley Community Association
4 Clubhouse Circle
Bellingham, WA 98229
360-734-6430

CHANGE ORDER NUMBER: 01

Customer: Cool Running's Construction LLC

Project: Maintenance Shop Remodel

Description of change:

- \$2,700.00 – Replace sewer service from building to sewer main. Existing service was undersized, and didn't meet code. This wasn't discovered until the existing concrete slab was removed, and excavation started. Replacement was required for permit sign off.
- \$6,400.00 – Replace existing roof underlayment. Upon removal of the existing metal roof, it was discovered the existing plywood was saturated in numerous locations, and had defects. This wasn't visible until the metal roof was removed for replacement, and no leaks were occurring inside the shop.
- \$10,697.30 (\$9,302.00 quote from Coast Insulation plus 15% markup) – Replace the existing roof insulation. New insulation to be 2" closed cell polyurethane spray foam with R-38 batt insulation to meet code requirements. The existing insulation, along with plywood, was planned to remain in the design. The existing insulation was attached to the existing plywood that had to be replaced, and the insulation was also saturated in places preventing it from being reinstalled. The underside of the insulation was covered in plastic preventing leaks from occurring inside the shop.
- \$1,600.00 – Repair concrete floor where existing walls were removed as part of the new design. Upon wall removal it was discovered the removed wall base plate was recessed into the concrete floor, and the concrete on both sides of the wall was at different levels. Repair shall grind and fill the existing concrete as needed to level it.
- \$2,500.00 – Cover the maintenance shop walls with new ½" plywood. This is the end of the shop not being remodeled. During design it was unknown that these walls could be resurfaced. Whatcom County clarified after permit issuance this could be completed.
- \$3,565.00 (\$3,100.00 quote from Dillon Electric plus 15% markup) – Rewire maintenance shop. The contract identified new wiring for the remodeled portion of the shop, and 2 new plugs for a welder and air compressor in the maintenance shop. Upon permit inspection, it was discovered the wiring in the maintenance end of the shop didn't meet code, and had to be replaced.
- \$1,380.00 (\$1,200.00 quote from Dillon Electric plus 15% markup) – Rewire new panel after L&I wouldn't approve PSE's direction to Dillon Electric for disconnect orientation.

\$28,842.30 Total of above Change Order items.

<\$10,000.00> deduct for Bid Item #8 – Minor Changes in contract.

\$18,842.30 Net Change Order Value

\$1,658.12 WSST @ 8.8%

\$20,500.42 Total with WSST

Payment for this change order is payable as follows (*due within 7 days of signing below if left blank*): Per the Contract terms.

Unit price per bid form.

- The original Contract Price was.....\$388,788.00
- Net change by previously authorized Change Orders.....\$0.00
- The Contract Price prior to this Change Order was.....\$388,788.00
- This Change Order will

☒ increase
☐ decrease

 the Contract Price by\$20,500.42
- The new Contract Price including this Change Order will be\$409,288.42
- This Change Order will

☒ increase
☐ decrease

 the Contract Time. Additional days shall be coordinated with SVCA.

Contractor

Date

Sudden Valley Community Association

Date



Estimate

2625 Delta Ring Road, Suite 1
Ferndale, WA 98248

Phone: (360) 366-3472 Fax: (360) 366-3473
Email: info@coastinsulation.net
www.coastinsulation.net

Date	Bid
4/9/2024	25918

Name/Address	Job Address
Cool Runnings Construction 1139 Nevada Street Bellingham, WA 98229	2800 Lake Louise Road Area Z Bellingham, WA

TO SCHEDULE WORK PLEASE CALL OUR OFFICE AT 360.366.3472	Terms	Rep
	C.O.D	AG

Description Of Work

Original bid cost: Insulate the flat ceiling with R-49 fiberglass batts laid over the T-Bar ceiling area.
Install 4" polyiso rigid board 2' out from the eaves.
Base Bid Cost: \$ 3,381.00

Approved change order: Insulate the sloped ceiling with 2" closed cell polyurethane spray foam covered with R-38 fiberglass batts attached with T-Foil suspension system in lieu of R-49 fiberglass batts.
Insulate the garage ceiling with 2" closed cell polyurethane spray foam covered with perforated WMP-Vrr facing.
Upgrade Cost: \$ 9,302.00 plus Cool Running's 15% markup
= \$10,697.30

Insulate the exterior walls with R-25 fiberglass batts.
Insulate the garage exterior walls with R-25 Fiberglas batts.
Insulate the headers with 1.5" polyiso rigid board.
Insulate the fire wall with 5.5" mineral wool batts.
Wrap the exposed interior hot water lines with R-3 foam pipe wrap.
Foam around all windows, doors, electrical & plumbing penetrations, caulk exterior plate line.
Price: \$ 4,347.00

Insulate the 2x4 interior walls with R-11 fiberglass batts, R-19 at the 2x6's.
Insulate Office ceilings with R-19 fiberglass batts lay on.
Price: \$ 684.00

**ALL BID PROPOSALS ARE SUBJECT TO SALES TAX. RESALE
CERTIFICATES ARE REQUIRED IF TAX EXEMPT. BASE BID TOTAL
EXCLUDES OPTIONS. PRICE GOOD FOR 30 DAYS.**

Base Bid Total: \$0.00

Terms of Sale: This agreement is not effective until an authorized representative of the company or owner signs below. Shipment and delivery of goods and performance of work shall at all times be subject to approval by Coast Insulation's credit department. Payments are to be made progressively as each component is completed. Invoice is due upon receipt unless stated otherwise. Any past due payment will be subject to 1.5% (18% annum) to the extent permitted by law. Delinquent accounts not paid in accordance with the above terms are subject to collection costs and attorney's fees. Once acceptance of said estimate by owner/contractor this agreement may not be cancelled, unless with Coast Insulation's approval. In the event of cancellation owner/contractor shall pay a restocking fee, up to 25% of said estimate. The undersigned understands and agrees to all terms and conditions as stated on said estimate/bid proposal.

Estimator::Auggie Gonzalez
Cell:(360) 303-8051
Email:auggie@coastinsulation.net

Customer Signature:



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: Jo Anne Jensen, General Manager
Date: August 22nd, 2024
Subject: Request for Funding – Legal Support of Collections Actions

Purpose

To obtain funding for legal support of collections activity.

Background

SVCA Policy 2015-06 defines the Association's process for collecting on overdue accounts. This policy authorizes the GM to record liens and begin legal action at any time after an account becomes late. The policy also directs the GM to work "in consultation with SVCA's legal counsel" to determine appropriate legal actions.

Analysis

Legal actions in support of collections for eight properties within the Association have been recommended by both the GM and legal counsel. In order to take those actions, funding is needed. Based on cost estimates from SVCA's attorney's office, costs for this work in 2024 will be approximately \$20,000.

Requests

Request that the Board of Directors approve funding of \$20,000 from UDR for legal expenses associated with identified past due accounts.

Motions

Move that the Board of Directors approve funding of \$20,000 from UDR for legal expenses associated with identified past due accounts.

Approvals

Recommended: _____ Not Recommended: _____ SVCA Finance Committee

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President