# **Board of Directors Regular Meeting**

#### October 24, 2024, EARLY START 6:00 PM, COMMUNITY CENTER, MULTIPURPOSE ROOM A

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 Reports

- 4a. 2023 Financial Audit Presentation
- 4b. August Financials

### Item 5) Consent Agenda

- 5a. Minutes September 5, 2024
- 5b. Minutes September 12, 2024
- 5c. Minutes September 19, 2024
- 5d. Minutes September 23, 2024
- 5e. Minutes September 26, 2024

# Item 6) GM Report – September

#### Item 7) Continuing Business

- 7a. Ratification of Executive Action Execution of GM Contract
- 7b. New GM Announcement
- 7c. Revised Policy: Board Member and Committee Chair Involvement in Association Management
- 7d. Tennis Court Resurfacing Change Order

#### Item 8) New Business

- 8a. Scheduling: Organizational Meeting; Nov/Dec Meetings; 2025 Meeting Schedule Discussion
- 8b. Approval Request WTA Property Use Agreement
- 8c. Approval Request Sale of SVCA-Owned Lots
- 8d. Approval Request Easement 18 Sudden Valley Drive
- 8e. Capital Request Purchase of Additional Parcel Lockers

Item 9) Closed Session -- Personnel

Adjournment

Community Members may participate in the meeting via Zoom by using the link below: <a href="https://us02web.zoom.us/j/86704997445">https://us02web.zoom.us/j/86704997445</a>

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

	Unaudited** Aug 31, 2024	Unaudited** Dec 31, 2023	Inc / (Dec)
OPERATIONS	Aug 31, 2024	DCC 31, 2023	me / (Dee)
Current Assets			
Operating Cash	\$ 838,825	\$ 678,244	\$ 160,581
Building Completion Deposit Fund	784,230	506,408	277,822
Member Receivables - Operations*	-	43,985	(43,985)
Other Receivables	16,913	16,560	353
Prepaid Expenses	132,775	70,215	62,560
Operating Lease ROU Assets	6,887	10,631	(3,744)
Inventory  Total Current Assets	7,371 1,787,001	5,659 1,331,702	1,713 455,300
Current Liabilities			
Accounts Payable	(89,905)	(226,676)	136,771
Accrued Vacation Liability	(81,634)	(64,195)	(17,439)
Accrued Payroll	-	(64,114)	64,114
Prepaid Assessments	(264,132)	(224,404)	(39,728)
Building Completion Deposits	(784,230)	(506,408)	(277,822)
Other Refundable Deposits	(9,556)	(5,896)	(3,660)
Operating Lease Liability	(6,887)	(10,631)	3,744
Prepaid Golf Memberships		(112,089)	112,089
Total Current Liabilities	(1,236,344)	(1,214,413)	(21,931)
Deferred Lease Revenue Liabilities			
Deferred Library Lease Revenue	(38,667)	-	(38,667)
Total Deferred Lease Revenue Liabilities	(38,667)	-	(38,667)
Operating Reserve Funds			
Emergency Operating Cash	363,342	362,252	1,090
Undesignated Reserves Cash	298,658	306,265	(7,607)
Total Operating Reserve Funds	662,000	668,517	(6,517)
Net Operating Assets	\$ 1,173,990	\$ 785,806	\$ 388,185
CAPITAL			
Capital Current Assets			
CRRRF (Capital Repair & Replacement) Cash Fund	3,213,307	3,627,018	(413,711)
Roads Reserve Cash Fund	2,223,941	2,034,275	189,666
Board Density Reduction Cash Fund	87,833	87,688	145
Mailbox Cash Fund	143,425	126,445	16,980
CRRRF Capital Reserve Holding Cash	219,332	222,019	(2,687)
Mitigation Assignment of Savings Cash	49,783	49,688	95
LWWSD Assignment of Savings Cash	14,931	101,840	(86,909)
Member Receivables - Capital**	-	16,112	(16,112)
Total Capital Current Assets	5,952,552	6,265,085	(312,533)
Capital Fixed Assets			
Fixed Assets	16,548,672	15,373,162	1,175,510
Finance ROU Assets	84,596	136,464	(51,868)
Lots Held for Sale	236,456	236,456	-
Total Capital Assets	16,869,724	15,746,082	1,123,642
Long Term Liabilities			
CRRRF Loan 2022	(1,641,700)	(1,799,425)	157,725
Finance Leases	(65,301)	(106,596)	41,295
Total Long Term Liabilities	(1,690,869)	(1,906,021)	215,151
NET ASSETS	\$ 22,305,397	\$ 20,890,952	\$1,414,445
MEMBER EQUITY			
Member Equity			
Current Year Net Income: Operations	519,533	463,239	56,294
Net Income: Rec Special Assmt		(180,468)	180,468
Transfers Out from Operations to Capital	(145,600)	(32,799)	(112,801)
Current Year Net Income: Capital**	898,262	1,471,336	(573,074)
Transfers Into Capital from Operations	145,600	32,799	112,801
Retained Earnings**	5,232,892	4,950,121	282,771
Capital**	15,654,710	14,186,724	1,467,986

<sup>\*</sup> 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 August 31, 2024, and December 31, 2023, the balances of receivables written off were \$761,378 and \$623,674, respectively.

TOTAL MEMBER EQUITY \$ 22,305,397

\$20,890,952

<sup>\*\*</sup> 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 transfee 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	Cur	rent Month - August	2024	Year to Date - 8 Months Ending 8/31/2024							
REVENUE	Operations & Operating Reserves	Operations Better / (Worse) Budget	Capital Reserves**	Operations & Operating Reserves	Operations Better / (Worse) Budget	Coll %	Capital Reserves**				
Current Year Dues & Assessments Income Dues & Assessments Income Bad Debt Reserve	222,585 (4,392)		230,752 (3,358)	1,781,634 (43,765)			1,847,058 (35,108)				
Net Current Year Assessment Income	218,193	6,911	227,394	1,737,869	47,601	97.5%	1,811,950				
Rad Daht Resourcies Drier Vears			265				22 502				
Bad Debt Recoveries - Prior Years Golf Income	220,076	32,369	265	1,135,780	100,219		23,503				
Marina Income	2,490	2,490	-	240,977	47,257		-				
Rec Center & Pools Income	7,968	3,305	-	30,878	11,236		-				
Legal & Collections Income	-	-	-	-	-		-				
Other Income	16,599	2,195	-	107,280	37,769		-				
Rental Income - Other	361	(455)	-	9,788	2,575		-				
Area Z Rental Income	829	613	-	15,588	(2,412)		-				
Lease Income New Home Construction Fees	5,632 30,100	1,486 30,100	-	43,841 195,900	10,673 120,900		- 2,500				
Capital Gain (Loss) on Sale of Assets	30,100	30,100		193,900	120,900		1,368				
Investment Income	967	876	4,209	5,685	4,952		32,606				
Total Revenue	503,215	79,890	231,868	3,523,586	380,770		1,871,927				
EXPENSES											
Salaries & Benefits	200 400	17.002		1 573 777	02 277						
Contracted & Professional Services	299,400 17,348	17,083 5,776	-	1,572,777 162,029	82,377 (46,328)						
CC&Rs/ Mandates	45,358	(9,586)	_	351,468	(60,669)		-				
Maintenance & Landscaping	46,836	(21,223)	-	305,168	(3,963)		-				
Utilities	27,122	(3,264)	-	145,078	(6,643)		-				
Administrative	12,210	5,535	-	124,410	(11,088)		-				
Regulatory Compliance	10,905	7,790	-	139,783	(37,759)		-				
Insurance Premiums	18,552	(4,320)	-	124,879	(11,026)		-				
Other Expenses	-	84	112 212	-	667		- 012 244				
Depreciation Expense Interest expense	-	-	112,312 5,958	-	-		912,344 45,209				
·											
Total Expenses	477,731	(2,125)	118,270	2,925,592	(94,432)		957,553				
Net Income (Loss)	25,484	77,765	113,598	597,994	286,338		914,374				
Net UDR Activity for Operations											
Firewise	-			(5,734)							
Hazardous Tree Removal	(8,051)			(41,612)							
GM Recruiting Search	(6,716)			(16,347)							
Net Income (Loss) with Board Approved UDR	10,717	77,765	113,598	534,301	286,338		914,374				
Other Activity											
Net Other UDR Activity*	3,374			45,322							
AR Accrual - Prior Year Reversal	-		-	(43,985)			(16,112)				
AR Accrual - Current Year	-		-	-			-				
Lease Income- Library Prepaid Recognized	667			1,333							
Vacation Liability Accrual	(473)			(17,438)			146 442				
Total Other Activity	3,568			(14,768)			(16,112)				
Grand Total Activity	14,285	77,765	113,598	519,533	286,338		898,262				

<sup>\*</sup>Prior year recoveries for operations are deposited into the Undesignated Reserve Account (UDR).

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

# **Sudden Valley Community Association Reserve Cash Balance & Activity**

8 Months Actual, 4 Months Projected

UNAUDITED			Capit	al Reserve Fund	s				Ор	erating Reserve	Funds	
	CRRRF	Roads	CRRRF Capital Reserve Holding Cash	Board Density Reduction	Mailbox	Mitigation Assignment of Savings*		otal Capital serve Funds	Emergency Ops	UDR		al Operating erve 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	890,116	921,730		-	16,582			1,828,427	-	68,096		68,096
Storm Water Mitigation Plan Fee		2,500						2,500				-
Investment Income	18,648	12,642	663	145	398	110		32,606	1,090	954		2,045
Sale of Assets	1,368			-				1,368				-
Board Approved Transfer- Marina Dock Replacement	105,600											
Board Approved Transfer- Other Transfers	40,000	0.5.000				(25.222)		40,000				-
Mitigation Release	- (4.450.442)	86,923	(2.250)			(86,923)		(2.225.224)		(76.657)		(75 557)
2024 Expenditures	(1,469,442)	(834,129)	(3,350)	-	-			(2,306,921)		(76,657)		(76,657)
Net Available Cash at 8/31/2024	3,213,307	2,223,941	219,332	87,833	143,425	64,714	\$	5,952,552	363,342	298,658	\$	662,000
4 Month Outlook												
Outlook - 2024 Dues (95% collections)	428,139	440,354			7,946		Ś	876,439			Ś	_
Outlook - Prior Year Collections	6,632	6,821			123		'	13,576		13,091	ļ ·	13,091
CRRRF Loan Payments for year 2024	(111,013)							(111,013)				-
Obligated Expenses/Holdings	(1,216,741)	(686,691)	(219,332)			(64,714)		(2,187,478)		(59,225)		(59,225)
Net Usable Cash Balance 12/31/2024	2,320,324	1,984,425		87,833	151,494		\$	4,544,076	363,342	252,524	\$	615,866
Board Recommended Carryover Balance	(600,000)	(500,000)					\$	(1,100,000)			\$	-
Net Usable Cash 12/31/2024, After Recommendation	\$ 1,720,324	\$ 1,484,425	\$ -	\$ 87,833	\$ 151,494	\$ -	\$	3,444,076	\$ 363,342	\$ 252,524	\$	615,866
Net Current Year Cash Increase (Decrease)	(1,306,694)	(49,850)	(222,019)	145	25,049	(151,528)	\$	(1,704,897)	1,090	(53,741)	\$	(52,651)

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

# Operations - By Department

#### August 1, 2024 to August 31, 2024 CURRENT MONTH

Whole \$

				CURRENT MONTH				
<u>UNAUDITED</u> <u>Department</u>	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	40,650	40,422		10,247	26,340	5,959	14,310	56,628
Accounting	2,614	(7,511)	41,708	(1,060)	12,184	2,324	(51,278)	(6,247)
Administration	289	73	50,531	1,660	9,422	202	(59,664)	1,935
Common Costs	3,387	129	-	-	39,172	(13,962)	(35,785)	(13,833)
Facilities	6,460	2,098	5,573	365	16,202	4,369	(15,315)	6,832
Maintenance	-	-	45,466	4,650	8,761	(2,652)	(54,227)	1,998
Subtotal	53,400	35,211	143,278	15,862	112,081	(3,760)	(201,959)	47,313
Golf	220,076	32,369	106,706	(185)	48,102	(18,526)	65,268	13,658
Marina	3,215	2,548	-	-	945	428	2,270	2,976
Rec/ Pools/ Parks	8,330	2,851	49,416	1,406	17,202	2,650	(58,288)	6,907
Subtotal	231,621	37,768	156,122	1,221	66,249	(15,448)	9,250	23,541
Subtotal Operations before Ops Dues	285,021	72,979	299,400	17,083	178,330	(19,208)	(192,709)	70,854
Ops Dues Earned	222,585						222,585	
Curr Yr Bad Debts Activity	(4,392)						(4,392)	
Net Ops Dues	218,193	6,911				-	218,193	6,911
Net Operations	503,214	79,890	299,400	17,083	178,330	(19,208)	25,484	77,765
Net BOD Approved UDR Activity for Operations								
Firewise Hazardous Tree Removal	-		-		- 8,051		(8,051)	
GM Recruiting Search	- -		-		6,716		(6,716)	
Net Operations with Board Approved UDR	503,214	79,890	299,400	17,083	193,097	(19,208)	10,717	77,765
Other Operating Activity								
UDR Activity	3,607				233		3,374	
AR Accrual - Prior Year Reversal	-				-		-	
AR Accrual - Current Year	-				-		-	
Lease Income- Library Prepaid Recognized	667				-		667	
Vacation Liability Accrual	-				473		(473)	
Total Other Operating Activity	4,274			•	706	-	3,568	
Grand Total Operations Activity	507,488	79,890	299,400	17,083	193,803	(19,208)	14,285	77,765

\* Excludes Depreciation

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

# Operations - By Department January 1, 2024 to August 31, 2024

YEAR TO DATE

**UNAUDITED** Actual Salary Actual Net Actual Salary & Benefits Other Other Exp Income / Revenue Net B / (W)\* Revenue B / (W) **Benefits** Expense \* B / (W)\* (Loss) <sup>3</sup> Department B / (W) ACC / Security 244,610 167,777 59,936 (62,743)158,986 307,353 (68,727)Accounting 19,998 (16,542)241,310 (3,466)61,166 (15,325)(282,478)(35,333)Administration 3,413 1,608 299,931 5,193 85,950 (23,034)(382,468)(16,233)33.712 **Common Costs** 7.645 309,645 (76,468)(275,933)(68,823)59,430 54,596 **Facilities** 8,262 31,797 3,730 105,064 42,604 (77,431)Maintenance 259,719 5,503 48,890 12,407 (308,609)17,910 Subtotal 361,163 168,750 832.757 70.896 918.068 (128,543) (1,389,662) 111,103 Golf 1,135,780 100,219 549,696 7,366 314,804 (36,970)271,280 70,615 Marina 248,110 236,972 52,098 50,390 11,138 1,708 Rec/ Pools/ Parks 40.666 13.811 190,324 4.115 108,807 (13,005)(258,465)4,921 Subtotal 1,424,556 164,420 740,020 11,481 434,749 (48,267) 249,787 127,634 **Subtotal Operations before Ops Dues** 1,785,719 333,170 1,572,777 82,377 1,352,817 (176,810)(1,139,875)238,737 **Ops Dues Earned** 1,781,634 1,781,634 **Curr Yr Bad Debts Activity** (43,765)(43,765)1,737,869 47,601 1,737,869 47,601 **Net Ops Dues Net Operations** 3,523,588 380,771 1,572,777 82,377 1,352,817 (176,810)597,994 286,338 **Net BOD Approved UDR Activity for Operations** Firewise 5,734 (5,734)Hazardous Tree Removal 41,612 (41,612)**GM Recruiting Search** 16,347 (16,347)3,523,588 380,771 1,572,777 (176,810)286,338 **Net Operations with Board Approved UDR** 82,377 1,416,510 534,301 Other Operating Activity 45,322 **UDR Activity** 58,341 13,019 (43,985)AR Accrual - Prior Year Reversal (43,985)AR Accrual - Current Year Lease Income-Library Prepaid Recognized 1,333 1,333 Vacation Liability Accrual 17,438 (17,438)30,457 **Total Other Operating Activity** 15,689 (14,768)3,539,277 380.771 1.572.777 82.377 1.446.967 (176.810) 519.533 286.338 **Grand Total Operations Activity** 

Whole \$

<sup>\*</sup> Excludes Depreciation

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

#### SUDDEN VALLEY COMMUNITY ASSOCIATION - LOTS & DUES ANALYSIS 2024

																										SV	CA Ov	vned Lot	S				
	Actual				ual Cur	rent	Dι	ıe	Actual Du	ie	Du	ie	D	ue	Pmt l		(	I Prepa Current	1		Not Cu			_		Restri				LLE & CTB	Dues Exempt	Total Non Billable Lots	
		Dev	Total	Vac	Dev	Total	Vac	Dev	Vac	Dev	Vac	Dev	Vac	Dev	Vac	Dev	Vac		Total		Dev	Total	Vac	Dev			WD10	Avail.					
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		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		2,753		774	0	3	777	737	6	1,520	4,641
Mar	23	114				2,817		57	4	9	4	7	17	44	1	12		2,624		37	129	166		2,753			0	3	777	738	6		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		2,753			0	3	777	738	6		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		2,753			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	31	152	183	293	2,476	2,769	11	51	7	15	7	10	16	35	2	14	324	2,628	2,952	43	125	168	367	2,753	3,120	774	0	3	777	738	6	1,521	4,641
Aug	31	169	200	293	2,436	2,729	8	79	4	10	6	9	22	37	2	14	324	2,605	2,929	42	149	191	366	2,754	3,120	774	0	3	777	738	6	1,521	4,641
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



#### SPECIAL SESSION OF THE BOARD OF DIRECTORS

Thursday, September 5, 2024
Minutes

**DATE AND LOCATION**: MPR-Multipurpose Room

CALLED TO ORDER AT: 7:00PM
AUDIENCE MEMBERS: Not Recorded

#### **BOARD MEMBERS PRESENT:**

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

#### **ATTENDING:**

Staff Members: Jo Anne Jensen, General Manager. Spencer Huston, IT.

#### **Call to Order**

President McLean called the meeting to order at 7:00PM. Land Acknowledgement and Anti-Racism Statement.

### 1. Adoption of Agenda

The President called for a motion to adopt the agenda.

Motion: Move to adopt the agenda.

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

#### 2. Announcements:

N&E Chair announced the results of the Candidate Lottery and dates for the Candidate Forums.

### 3. Property owner comments.

Members made comments.

#### 4. Continuing Business

# 4a. Capital Request-Change Order for 2024 Roads Project

**Motion 1:** Move that the Board of Directors approve an additional \$45,000 from the Roads Reserve Fund for capital project 9924.4 Deer Run Lane and Culvert Replacements.

Motion By: Direct	or McLean	Seconded By: Dir	ector Bradley
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against:	Abstained	
Unanimous			

**Motion 2:** Move that the Board of Directors authorize the GM to approve a change order to the Granite Construction contract in the amount of \$45,000.

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

#### 5. New Business

**5a**. Finalize SAGM Agenda, Measures, Ballot and Explanations- Discussion regarding a couple of corrections that need to be made to the voting instructions on pages 17-18 due to mailing procedures this year for the first time.

### 5b. 2025 Budget Adoption

Motion: The Sudden Valley Board of Directors adopt the Consolidated 2025 budget as proposed.

Motion By: Director Br	adley	Seconded By: Director Van de Polder						
Approved: X	Not Approved:	Tabled:	Died:					
In Favor: 6	Against: 2	Abstained:						

**Closed Session:** The idea of closed session was to get all the GM candidate information which I believe, was sent out to every director via email directly by Prothman. Is that correct? Everyone received it. So the need for a closed session isn't required. Anyone who needs a printed copy please raise your hand. Director McLean and Director Gibbs requested printed copies.

Adjourned: 8:05PM				
Approved by:				
7	Linda Bradley	. Board of Dire	ectors Secretary	



#### **REGULAR SESSION OF THE BOARD OF DIRECTORS**

Thursday, September 12, 2024 Minutes

**DATE AND LOCATION:** Dance Barn **CALLED TO ORDER AT:** 7:01PM. **AUDIENCE MEMBERS:** Not Recorded

#### **BOARD MEMBERS PRESENT:**

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

#### **ATTENDING:**

Staff Members: Jo Anne Jensen, General Manager. Spencer Huston, IT.

#### **Call to Order**

President McLean called the meeting to order at 7:01PM. Land Acknowledgement and Anti-Racism Statement.

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

Motion: Move to adopt the agenda.

Motion By: Direct	or Bradley	Seconded By: Dir	ector Van De Polder
Approved: X	Not Approved:	Tabled: Died:	
In Favor:	Against:	Abstained	
Unanimous			

**Motion to amend the agenda.** To add a conversation about where to hold our board meetings. Add under New Business 6c.

Motion By: Direct	or Asai	Seconded By: Dir	ector Van De Polder
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against:	Abstained	
Unanimous			

**Motion:** To adopt the amended agenda.

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

#### 2. Announcements.

Craft Fair in November all inside spots filled some outside spots still open.

#### 3. Property owner comments.

Homeowners made comments.

Discussion about the CTK renewal.

Concern on how WUICOA impacts our elections and voting.

### 4) General Manager Report

#### 5) Committee Reports

- **5a. Architectural Control** Chair absent, no report.
- **5b. Document Review –** No meetings, awaiting Board approval of amended Board policies.
- **5c. Finance -** Chair absent, no report.
- **5d. GM Search** preparing to review candidate finalists.
- **5e. Long Range Planning –** No meetings.
- **5f. Nomination & Elections –** Preparing ballot materials and discussing candidate forums.
- **5g. Safety-** No meetings. Discussion of school bus stops and traffic.

#### 6) New Business

### 6a Approve Printer Proof of Election Booklet and Ballot

**Motion:** Move to amend our documents to guarantee that the voting instructions for SVCA, the two forms on the back of the ballots, match the instructions in the voter pamphlet.

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

# 6b) CTK Lease Renewal

**Motion:** moved that the Sun Valley Board of Directors approve a 1 year extension of the current CTK lease agreement with the monthly rent of \$1,300.

Motion By: Director McLean		Seconded By Director Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 6	Against: 2	Abstained:	

# 6c) Board Meeting Location

**Motion:** Move that the. Board monthly meetings move to the Multi-Purpose Room until a better sound system comes into use and implement Zoom member capable participation.

Motion By: Director As	ector Asai Seconded By Director Gik		Gibbs
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

#### 7) Closed Session: President Moved to go into closed session for personnel.

Motion: Moved into closed session at 8:03 PM

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

Motion: President moved that the Board of Directors move back into open session at 10:14PM.

Motion By: Director M	n By: Director McLean Seconded By: N/A		
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

**Closed Session Action:** The Board has directed Prothman to bring forth three General Manager candidates, candidates number 1, 2, and 3.

Adjourned	10:15PM
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Approved by:		_
	Linda Bradley, Board of Directors Secretary	





#### SPECIAL SESSION OF THE BOARD OF DIRECTORS

Thursday, September 19, 2024 Minutes

**DATE AND LOCATION**: Adult Center Meeting Room

**CALLED TO ORDER AT: 4:00 PM** 

**AUDIENCE MEMBERS**: 0

#### **BOARD MEMBERS PRESENT:**

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

#### **ATTENDING:**

**Staff Members:** Spencer Huston, IT. **GUEST:** Cliff Moore-Prothman via Zoom.

#### Call to Order

President McLean called the meeting to order at 4:00PM. Land Acknowledgement and Anti-Racism Statement.

# 1. Adoption of Agenda

Motion: Move to adopt the agenda.

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

Motion: Move to Closed Session at 4:01 PM.

Motion By: Direct	tor McLean	Seconded By: N/	A
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against:	Abstained	
Unanimous			

#### 2. Personnel

Interview GM Candidate.

Motion: Move to open session at 6:16 PM

Motion By: Direct	or McLean	Seconded By: N/	A
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against:	Abstained	
Unanimous			

Adjourned: 6:16 PM

Approved by:		
	Linda Bradley Board of Directors Secretary	



#### SPECIAL SESSION OF THE BOARD OF DIRECTORS

Monday, September 23, 2024
Minutes

**DATE AND LOCATION**: Adult Center Meeting Room

**CALLED TO ORDER AT: 4:00 PM** 

**AUDIENCE MEMBERS**: 0

#### **BOARD MEMBERS PRESENT:**

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

#### **ATTENDING:**

**Staff Members:** Spencer Huston, IT. **GUEST:** Cliff Moore-Prothman via Zoom.

#### Call to Order

President McLean called the meeting to order at 4:00PM. Land Acknowledgement and Anti-Racism Statement.

# 1. Adoption of Agenda

Motion: Move to adopt the agenda.

Motion By: Direct	ctor Bradley	Seconded By: Dir	rector Van De Polder
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against:	Abstained	
Unanimous			

Motion: Move to Closed Session at 4:01 PM.

Motion By: Direct	tor McLean	Seconded By: N/	A
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against:	Abstained	
Unanimous			

#### 2. Personnel

Interview GM Candidate.

Motion: Move to open session at 5:46 PM

Motion By: Direct	or McLean	Seconded By: N/	A
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against:	Abstained	
Unanimous			

Adjourned: 5:46 PM

Approved by:		
	Linda Bradley Board of Directors Secretary	



#### **REGULAR SESSION OF THE BOARD OF DIRECTORS**

Thursday, September 26, 2024 Minutes

**DATE AND LOCATION: MULTIPURPOSE ROOM A** 

CALLED TO ORDER AT: 7:00PM.
AUDIENCE MEMBERS: Not Recorded

#### **BOARD MEMBERS PRESENT:**

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

#### **ATTENDING:**

Staff Members: Jo Anne Jensen, General Manager. Spencer Huston, IT.

#### Call to Order

President McLean called the meeting to order at 7:01PM. Land Acknowledgement and Anti-Racism Statement.

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

Motion: Move to adopt the agenda.

Motion By: Direct	or Bradley	Seconded By: Dir	ector Van De Polder
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against:	Abstained	
Unanimous			

#### 2. Announcements.

Members can now begin to participate by Zoom.

The AGM ballots have been mailed. Ballot box has been installed at the Clubhouse.

Candidate Forums will be held in the Dance Barn October 2<sup>nd</sup> and 13<sup>th</sup> and a Meet and Greet on the 19<sup>th</sup> also in the Dance Barn.

#### 3. Property owner comments.

Homeowners made comments.

Discussion about forming 2025 LRPC to look into revenue streams for SVCA.

Comments about Zoom now available for member comments.

Commented on the history about dues increases and past proposed increases.

#### 4. Consent Agenda

**Motion:** Move to approve the minutes from August 8, 2024, and the minutes from August 22, 2024, as submitted.

Motion By: Direct	tor Bradley	Seconded By: Dir	rector Van De Polder
Approved: X	Not Approved:	Tabled:	Died:

In Favor:	Against:	Abstained
Unanimous		

5. Financial Report- July Financial Statements- presented by Director of Finance, Joel Heverling.

#### 6. Continuing Business

#### **Resubmit Amended Board Policies**

**Motion:** Move that the SVCA Board of Directors approve the board policies with recommended changes and rescind the one policy that has been recently updated to reflect changes in the state law. No vote taken.

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

During discussion Director Bradley withdrew the original motion.

**Motion:** SVCA Board Directors, approve board policies with recommended changes and rescind the one policy that has been recently updated to reflect changes of the State law. This references policy numbers that are currently in place of 2005.01, 2010.08, 2017.03 and 2017.05 numbers to be updated after approval. No vote taken.

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

During discussion, Director Van De Polder withdrew the amended motion.

**Motion:** Move that the Board of directors approve policy number 2005.01 Contract. Director Tischleder proposed a friendly amendment to that policy that would remove "operations" contracts from the purpose. (Read Contracts only.)

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

**Motion:** Move that the Board of Directors approve policy number 2010.08 Board Orientation.

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

**Motion:** Move that the Board of Directors approve to rescind policy number 2017.03 Director of Committee Chair Requests for Records and Information.

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

**Motion:** Move that the Board of Directors, approve to bring back the following policy, 2017.05 Board Member Committee, Chair Involvement in Association Management with changes.

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

**Motion:** Move the Sudden Valley Board of Directors approve policy number 2018.04, Discrimination and Harassment Policy and Procedures for Volunteers, including members of the Board of Directors.

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

# 7. <u>New Business</u>

# 7a. Capital Request #2 Golf Bridge Repair

**Motion**: Move that the Board of Directors approve \$25,459.73 from CRRRF for repairs to the #2 Golf bridge.

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

**Closed Session:** President Moved to go into closed session for personnel.

Motion: Moved into closed session at 8:25PM.

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

Motion: President moved that the Board of Directors move back into open session at 10:29PM.

Motion By: Director M	cLean	Seconded By: N/A	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

### **Closed Session Action:**

**Motion:** Move that the Board delegate the authority to the Executive Committee to issue an offer letter and negotiate an employment contract with the chosen GM candidate.

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

djourned 10:29PM		
Approved by:		
,	Linda Bradley, Board of Directors Secretary	

Policy: Board Member and Committee Chair Involvement in Association Management

Policy #: 2024.05

Date: October 10, 2024

### 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 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.

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	Su	persedes/Re	places Po	olicy#	2017.05

# **APPROVAL REQUEST MEMO**

To: Sudden Valley Community Association Board of Directors

From: Jo Anne Jensen, General Manager

Date: October 24th, 2024

Subject: Approval Request – Change Order to Tennis Court Resurfacing, 9723.05

#### **Purpose**

To request board approval for a change in scope to Capital Project 9723.05, Tennis Court Resurfacing.

### Background

The major elements of the 2024 Tennis Court Resurfacing project have been completed and the courts re-opened for play on August 20<sup>th</sup>. Within a few days, we had reports that the courts were being damaged by "small wheels" such as those found on bicycles, skateboards, and roller skates. Although signs were posted, it was clear that the courts were being used for activities other than racquet sports, so the gate to the new courts was locked with a padlock. This system controls access, but is inconvenient for members, since they have to wait for Rec Staff to come and unlock the courts. To improve access while still protecting the courts, we suggest the installation of a card reader on the gate as well as an additional security camera to allow staff to monitor the courts remotely.

### **Analysis**

Guardian Security is the vendor that installed and supports our current card readers and security cameras. They provided a quote of \$9,449.17 for adding a card reader and a camera. Adding this equipment to our current system would also increase our recurring monitoring costs by \$55.00 per month or \$660.00 annually.

Additional electrical work is needed to provide power to the proposed security equipment. A quote of \$2,970.24 was submitted by Dillon Electric. Dillon Electric supported the recent Barn 8 Structural Evaluation project and has worked on other elements of the electric service installed in and around the Rec Center. Because of this experience, they will be able to complete the needed work more efficiently, so we did not obtain additional quotes.

There is \$12,856 remaining in the funds obligated for project 9723.05. The work proposed to add a card reader and security camera totals \$12,419.41, so no additional funds are needed. Because this scope is outside of what was originally defined for this project, however, we are asking the board to approve a change in scope.



360-734-6430 4 Clubhouse Circle Bellingham, WA 98229 www.suddenvalley.com

# Requests

Request that the Board of Directors approve a change in scope to allow the remaining \$12,856 of funds obligated for project 9723.05 to be used to add a card reader and security camera to the Rec Corridor Tennis Courts.

#### **Motions**

Move that the Board of Directors approve a change in scope to allow the remaining \$12,856 of funds obligated for project 9723.05 to be used to add a card reader and security camera to the Rec Corridor Tennis Courts.

Approvals		
Recommended:	Not Recommended:	SVCA Finance Committee
Approved:	Not Approved:	SVCA Board of Directors
Signed:		Date:
Keith McLear	SVCA Board President	



Proposal: 76833-1-0

**Tennis Court Access** 

Prepared for: Mike Brock

**Sudden Valley Community Association** 

8 Barn View Ct Sudden Valley WA, 98229

P

E Mike.brock@suddenvalley.com W (360) 734-6430

Proposal Issued: **9/16/2024** 

Proposal Valid To: **10/16/2024** 

# **SCOPE OF WORK**

Name: Sudden Valley Community Association

SiteBillingContactSudden Valley Community4 Clubhouse CircleMike BrockAssociationBellingham, Washington 98229P (360) 734-64308 Barn View CtE Mike.brock@suddenvalley.com

Sudden Valley, WA 98229

76833-1 Sudden Valley Community Association

Scope of work

## Overview & Expectations

- Install access control on tennis court gate at Barn View Court
- Install surveillance cameras on tennis court on pole (2 each)

## **Existing Equipment**

- Open Eye Camera System
- Brivo Access System

#### Installation Details

#### Access System

- Install access control on main entry gate to tennis court
- Program new access point to existing system
  - o Locksmith and welder included in proposal

#### Surveillance System

- Install to cameras on customer provided pole angled to see inside tennis court and surround area outside main entry gate to court
- Point to point will be used to send signal back to Barn

#### Parts Note

- Customer requirements
  - o Provide constant 120v power at tennis court for cameras and access point
    - outlet to be installed inside enclosure (see example photo for size and outdoor rating)
  - o Provide 20ft from ground pole for access and surveillance equipment
- Proposal contingent upon existing equipment being in working condition
- Any work outside of this scope will require a change order at additional cost

#### **Best Site Contact**

Mike Brock (360)-734-6430 Mike.brock@suddenvalley.com

#### Sales Contact

Larry Atwood Latwood@guardiansecurity.com 360.644.4761

# \*Example photo\*



Product Categories / Electrical / Electrical Boxes & Enclosures / Electrical Enclosures / Electrical Enclosures / Submersible Enclosures / WIEGMANN Enclosure: 18 in Nomin



WIEGMANN Enclosure: 18 in Nominal Ht, 16 in Nominal Wd, 8 in Nominal Dp, 8 in Overall Dp, Fiberglass

Item 52XC19 Mfr. Model HW-J181608SC

Cover Style Solid

Clear



# **PROJECT INVESTMENT**

**Name: Sudden Valley Community Association** 

SiteBillingContact8 Barn View Ct4 Clubhouse CircleMike Brock

Sudden Valley, WA 98229 Bellingham, Washington 98229 **P** (360) 734-6430

E Mike.brock@suddenvalley.com

Tenr	is Court Access	\$6,049.66
QTY	Description	
1	MULLION MOUNT CARD READER- TRI-TECH W/ BLUETOOTH	
1	IP Door Controller w/ Wifi	
2	Point to Point	
2	4 PORT POE SWITCH, UNMANAGED	
2	Wall Mount Braket 8 Stand Off	
2	Battery 12v 8AH SLA	
1	POWER SUPPLY/CHARGER 12/24VDC @1.75A, ENCLOSURE	
1	24VAC 40VA PLUG IN TRANSFORMER	

#### **Professional Services:**

Description	Ext.Price
Brivo OnAir Cloud Hosted Access Control	\$15.00

Tenr	nis Court Surveillance	\$3,399.51
QTY	Description	
2	Cloud License - Premium	
2	BULLET CAMERA 8MP IR	
2	POLE MOUNT KIT FOR BULLET CAMERA	
2	BACK BOX FOR BULLET CAMERA OR WALL MOUNT	

#### **Professional Services:**

Description	Ext.Price
Open Eye Web Services	\$40.00

# **Financial Summary**

Total Proposal Amount \$9,449.17
Monthly Professional Services \$55.00

Note: Taxes are not included and will be charged at the time of invoice.

# **Project Investment Summary**

Guardian Security will provide the proposed system as described in this proposal for the sum of: \$9,449.17

Guardian Security will provide services for 36 months and will charge this amount Monthly: \$55.00

The price above includes: materials, equipment and labor as described within this proposal. Taxes are not be included and will be charged additionally.

#### **Payment Terms:**

Provide a mobilization fee in the amount of 0% of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Guardian Security with payment in full due upon system deployment completion.

Payment shall be Net 30 of invoice date.

Guardian Security Systems, Inc.	Sudden Valley Community Asso	ciation
Ву:	Ву:	
Title:	Title:	
Date:	Date:	
	P.O.# Start Date:	

3822 Fraser Street Bellingham, Washington 98229 360-927-4844 tdillonelectric@gmail.com



RECIPIENT:

# **Sudden Valley Community Association**

10 Barn View Drive Bellingham, Washington 98229

Estimate #292	
Sent on	Oct 01, 2024
Total	\$2,970.24

Product/Service	Description	Qty.	Unit Price	Total
Power Low volt equipment	Run 120v circuit currently in pole light to J-box with room for transformer Set heavy duty concrete Pull box at Northwest pole light Run 3/4" PVC conduit in customer provided trench from pull box to 12"x12"x6" PVC j-box Run 1/2" conduit in customer provided trench from j-box to Card reader / Camera locations (low voltage contractor to pull own wires) Mount PVC j-box on supplied mounting bracket (couple 4x4 posts with 4X4s for mounting) Install GFI outlet in j-box Test for proper function	1	\$2,730.00	\$2,730.00

This quote is valid for the next 30 days, after which values may be subject to change.

**Subtotal** 3737 Whatcom County Unincorp. PTBA (2.3%) **WA State (6.5%)** 

\$177.45 Total \$2,970.24

\$2,730.00

\$62.79



4 Clubhouse Circle Bellingham, WA 98229

# www.suddenvalley.com

# Мемо

To: Sudden Valley Community Association Board of Directors

From: Jo Anne Jensen, General Manager

Date: October 24th, 2024

**Subject:** Board Meeting Schedule

#### **Purpose**

To request board approval of proposed meeting schedule for November and December, as well as 2025.

# **Background**

The Annual General Meeting (AGM) will be held on Saturday, November 2, at 1 PM, with the board's organizational meeting to begin immediately following adjournment of the AGM. In past years, the Board has scheduled one additional meeting in November, and one or two more in December. For example, in 2023, meetings were held on November 16<sup>th</sup>, December 7<sup>th</sup>, and December 14<sup>th</sup>. Setting dates now will facilitate the scheduling of orientation activities such as presentations by SVCA's lawyer and parliamentarian.

Regular Board meetings are typically held on the second and fourth Thursdays of each month, at 7 PM. This past year, several meetings exceeded four (4) hours in length, ending late in the evening. It has been suggested that an earlier start time might be easier to manage for both directors and staff.

#### Discussion

- Pick a meeting date for November
- Pick meeting date(s) for December
- Discussion of meeting frequency and timing for 2025

NOVEMBER							DEC	EME	BER				
s	М	т	W	т	F	S	s	М	т	w	т	F	s
					1	2	- 1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

#### Motions

Move that the Board of Directors approve the following meeting schedule:

- Date/Time
- Date/Time
- Date/Time.



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Approvals Approved:	Not Approved:	SVCA Board of Directors
Signed:		Date:
Keith McL	ean, SVCA Board President	



# **APPROVAL REQUEST MEMO**

To: Sudden Valley Community Association Board of Directors

From: Jo Anne Jensen, General Manager

Date: October 24th, 2024

Subject: Approval Request – WTA Property Use Agreement

#### **Purpose**

To request board approval to execute a property use agreement with the Whatcom Transportation Authority (WTA) for bus stops in Sudden Valley.

# **Background**

On August 16<sup>th</sup>, 2024, the WTA reached out to SVCA's Board of Directors to request permission to install a covered kiosk at the Gate 2 bus stop. The kiosk would be installed at no cost to SVCA and would make individuals waiting for the bus much more comfortable. To install the kiosk, WTA needs permission from SVCA to encroach on our property. To formalize that permission, WTA has provided a draft Property Use Agreement.

# **Analysis**

The Property Use Agreement proposed by WTA is a standard agreement and it has been reviewed by Richard Davis, SVCA's attorney, who found no issues. Following is a summary of the terms of the agreement:

- Section 1. Stop Locations. There are five stops in SVCA: Gates 1, 2, 5, 9, and 13.
- Section 2. Term. Beginning on the date executed and continuing until terminated.
- Section 3. Improvements & Maintenance. WTA will install and maintain the kiosk.
- Section 4. Consideration. No rent will be paid to SVCA by WTA; the improved conditions at the stop represent adequate consideration for the use of the property.
- Section 5. Maintenance. WTA is responsible for maintaining any improvements it installs;
   WTA will maintain the are and repair any damage to the property that is above and beyond normal wear & rear.
- Section 6. Towing of Vehicles. Vehicles blocking the bus stop may be towed.
- Section 7. Insurance & Liability. WTA will hold SVCA harmless from claims arising from WTA, its employees, or the bus stop generally.
- Section 8. Governmental Charges. WTA is not responsible to pay any taxes or levies arising from the property.
- Section 9. Termination. Either party can terminate with thirty (30) days notice. Upon termination, WTA will remove any improvements and restor the area to original condition.
- Section 10. Notices.
- Section 11. Accommodation. Parties agree to make reasonable accommodations; WTA identifies seven (7) days notice for construction.



360-734-6430 4 Clubhouse Circle Bellingham, WA 98229 www.suddenvalley.com

Sections 12 to 21. General Terms & Conditions

#### Requests

Given that there is no cost to SVCA, the agreement delivers value to residents, and the agreement can be terminated with 30 days notice, I recommend that the Board approve the agreement and give permission to the General Manager to execute the agreement on their behalf.

#### **Motions**

Move that the Board of Directors approve the proposed Property Use Agreement and give permission to the General Manager to execute the agreement on behalf of the Association.

Approvals Approved:	Not Approved:	SVCA Board of Directors
Signed:		Date:
Keith McLear	n, SVCA Board President	

# WHATCOM TRANSPORTATION AUTHORITY PROPERTY USE AGREEMENT

This Property Use Agreement (the "Agreement") is entered into this \_\_ day of \_\_\_\_\_\_ 2024 by and between WHATCOM TRANSPORTATION AUTHORITY, a public agency ("WTA"), and SUDDEN VALLEY COMMUNITY ASSOCIATION, a Washington non-profit corporation ("ASSOCIATION"), for purposes of operating a bus route and installing bus shelters on ASSOCIATION property located in Whatcom County, Washington and that comprise private roads and rights of way (the "Property").

- 1. <u>Stop Locations</u>. ASSOCIATION grants WTA the right to use approximately \_\_\_ square feet of property within the ASSOCIATION, in Bellingham, Washington at each of the following locations (the "Stop Locations") for the purpose of operating a transit route and associated bus stop, seven (7) days a week, except on designated holidays:
  - Lake Whatcom Blvd at Gate 1, Stop ID: 3108
  - Lake Whatcom Blvd at Gate 2, Stop ID: 3107
  - Lake Louise Rd at Gate 5, Stop ID: 2536
  - Lake Louise Rd at Gate 9, Stop ID: 2704
  - Lake Louise Rd at Gate 13, Stop ID: 2703

("Stop Locations").

- 3. <u>Improvements and Maintenance</u>. WTA may supply and install any item associated with WTA's use as a bus stop, including, but not limited to, bus shelters and signs, without ASSOCIATION's prior written permission, at any of the Stop Locations. WTA is responsible for obtaining all necessary permits and for installing any item according to all applicable laws, rules, codes, and regulations, all at WTA's expense. WTA shall take all action to prevent or remove the filing of any lien against the Property by any vendor, contractor or supplier. All materials associated with a WTA bus stop will be the property of WTA, and WTA is responsible for maintenance, upkeep at its own expense. WTA has authority to enforce appropriate behavior at the Stop Locations as specified in RCW 9.91.025 and all other applicable laws, rules, or regulations.
- 4. <u>Consideration</u>. WTA shall not be required to pay ASSOCIATION for use of Property described in Paragraph 1. The parties recognize that the additional visitation to ASSOCIATION properties and the increased public transportation options for the ASSOCIATION's members constitutes adequate consideration for WTA's use of the Property.
- 5. <u>Maintenance</u>. WTA shall only be responsible for maintenance of pavement markings, signs, shelters, and other improvements which it installs at the Property. WTA shall, at its sole cost and expense, maintain the area set aside for any of the Stop Locations in a safe and clean condition. WTA shall repair any damages to the Property being used for a bus stop (other than normal wear and tear to the Property).
- 6. <u>Towing of Vehicles</u>. For any vehicle interfering with WTA's use of any of the Stop Locations, WTA may order such vehicle to be towed away at the vehicle owner's expense and risk after 6:00 AM and before 6:00 PM weekdays, except for holidays. WTA agrees to defend,

indemnify, and hold ASSOCIATION harmless from any and all claims arising out of the towing of vehicles at the request of WTA including, but not limited to, all of the ASSOCIATION's attorneys' fees and costs incurred (if any) as a result of such claims.

6.1 ASSOCIATION reserves the right, but shall not have the obligation, to order vehicles to be towed away from any of the Stop Locations, at vehicles owner's expense and risk during the hours of 6:00 PM to 6:00 AM.

# 7. Insurance & Liability.

7.1 For the purposes of the defense, indemnification and hold harmless provisions provided under this Agreement, the parties specifically waive all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. BY INTIALING BELOW, THE PARTIES CERTIFY THAT THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

ASSOCIATION	Date	-
WTA	Date	-

- 7.2 To the extent allowed by law, WTA and its successors and assigns will defend, indemnify and hold the ASSOCIATION and its authorized agents and employees harmless from all claims, actions, costs, damages, liens filed against the Property, or expenses of any nature whatsoever by reason of the acts or omissions of WTA, its agents, contractors, or employees, including, but not limited to its attorneys' fees and costs. The obligations in this paragraph shall not include such claims, costs, damages or expenses to the extent caused solely by the negligent acts of ASSOCIATION or its authorized agents or employees; PROVIDED, that if the claims or damages are caused by or result from the concurrent negligent acts of (a) ASSOCIATION, its agents, contractors, or employees and (b) WTA, its agents, contractors, or employees, or involves those actions covered by Chapter 4.24.115 RCW, the indemnity provision shall be valid and enforceable only to the extent of the negligent acts of WTA's agents or employees.
- 7.3 To the extent allowed by law, ASSOCIATION and its successors and assigns will defend and indemnify WTA and its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of ASSOCIATION its agents, contractors, or employees, including, but not limited to its attorneys' fees and costs. The obligations in this paragraph shall not include such claims, costs, damages or expenses to the extent caused solely by the negligent acts of WTA or its authorized agents or employees; PROVIDED, that if the claims or damages are caused by or result from the concurrent negligent acts of (a) WTA, its agents, contractors, or employees and (b) ASSOCIATION its agents, contractors, or

employees, or involves those actions covered by Chapter 4.24.115 RCW, the indemnity provision shall be valid and enforceable only to the extent of the negligent acts of the ASSOCIATION's agents or employees.

- 7.4 At all times during the term of this Agreement, WTA shall maintain general and auto liability coverage to assume the risks associated with WTA's regular operations. WTA is a member of the risk-sharing program, the Washington State Transit Insurance Pool ("WSTIP"), which provides coverage for all of WTA's operations. WTA represents and warrants that WSTIP provides the equivalent of the following coverages normally found under a commercial lines policy or policies all of which shall apply in terms of the Equipment and the operation of the Equipment:
  - Auto liability coverage for the Equipment with no less than \$1 million policy limit for each accident.
  - General liability coverage with no less than \$1 million for a policy limit per occurrence with at least a \$2 million aggregate.
  - Public officials liability with no less than \$1 million policy limit per occurrence.

WTA shall be solely responsible for the payment of any deductible or self-insured retention arising out of any claim associated with its operations. WTA cannot, under the policies of the Washington State Transit Pool, name the ASSOCIATION as an additional insured on any of the coverages, but shall provide ASSOCIATION with a certificate confirming the existence of the above coverages for its operation.

- 8. <u>Governmental Charges</u>. WTA shall not be responsible for any taxes, assessments, or governmental charges of any kind which may be levied against the Property except those required for the installation of a bus shelter.
- 9. <u>Termination</u>. Either party may terminate this Agreement by providing the other with at least thirty (30) day written notice. WTA has the right to discontinue use any of the areas described in Paragraph 1, but such shall not constitute a termination of this Agreement or abandonment of WTA rights, including to renew its use of the area. Upon termination WTA will discontinue its use of the Property, remove all signs and structures placed on the Property , repair any damage to the Property caused by their removal, and restore the Property to as good a condition as existed prior to the execution of this Agreement subject to normal wear and tear, no later than thirty (30) days after termination of the Agreement.
- 10. <u>Notices</u>. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

To ASSOCIATION: Sudden Valley Community Association

c/o General Manager 4 Clubhouse Cir

Bellingham, WA 98229

To WTA: Whatcom Transportation Authority

c/o	
4011 Bakerview Spur	
Bellingham, WA 98226	

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

- 11. <u>Accommodation</u>. The parties agree to make reasonable accommodations and work together to resolve problems that may arise from time to time. Upon seven (7) days' advance notice to WTA, or such lesser time as may be acceptable to WTA, ASSOCIATION may secure the use of the Property on a limited number of dates to allow for construction on surrounding property or special events. In this event, ASSOCIATION will designate an alternate bus stop location.
- 12. **Equal Opportunity**. WTA agrees that in the conduct of activities on the Property, it will be an equal opportunity employer in accordance with Title VII of the Civil Rights Act of 1964, 42 USC §2000 et seq. and shall comply with all requirements of the ADA.
- 13. <u>Amendment</u>. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.
- 14. <u>Waiver</u>. No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- 15. <u>Commencement</u>. This Agreement shall become valid and enforceable upon execution by both ASSOCIATION and the WTA.
- 16. <u>Captions.</u> The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.
- 17. <u>Severability.</u> In case any one or more of the provisions contained in this 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 18. **Neutral Authorship**. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

- 19. **Governing Law/Disputes**. This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, venue shall lie exclusively in the Superior Court of the State of Washington, Whatcom County, Washington. The parties hereto expressly waive their rights to trial by jury. The substantially prevailing party in any dispute arising hereunder shall be entitled to an award of its attorneys' fees and costs.
- 20. **Survival**. All obligations of WTA, as provided for in the Agreement, shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement, which require performance beyond the termination date, shall survive the termination date of this Agreement.
- 21. **Entire Agreement**. This document contains the entire agreement between the parties and supersedes all other statements or understanding between the parties.

This Agreement is dated thisday o	f, 2024
WHATCOM TRANSPORTATION AUTHORITY	SUDDEN VALLEY COMMUNITY ASSOCIATION
Les Reardanz Whatcom Transportation Authority	By: Jo Anne Jensen Its: General Manager

## APPROVAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors

From: Jo Anne Jensen, General Manager

Date: October 24th, 2024

Subject: Approval Request – Sale of SVCA-Owned Lots

#### **Purpose**

To request board approval to work with a real estate agent to sell three undeveloped lots owned by SVCA.

#### **Background**

SVCA gained ownership of three undeveloped lots in 2020 as the result of foreclosure proceedings against the prior owner. The lot addresses, appraised values, and 2024 taxes are as follows:

Property Address	Appraised Value	2024 Taxes
3 Louise View Drive	\$22,056	\$189.60
33 Louise View Drive	\$42,812	\$212.63
63 Louise View Drive	\$11,028	\$97.29

These are the only saleable lots that SVCA owns. It makes sense to sell them to avoid paying additional property taxes each year and to realize their value.

#### **Analysis**

I reached out to four different real estate agencies to ask if they were interested in handling the sale of these lots:

- John L Scott Real Estate
- Hansen Group Real Estate
- Bellingham Real Estate Co.
- Re/Max Whatcom County

Only one of the four, Re/Max, provided a quote for the sale of the lots. The other agencies declined after researching the properties.

The overview provided by Greg Paul, Re/Max, is attached. In summary, Mr. Paul was involved in almost half of all vacant lot sales in the Sudden Valley community over the past two years as either the listing or the selling broker and has been involved in Sudden Valley lot sales since 1988. His experience is vast. Mr. Paul's evaluations of the sale-ability and value of the three lots is shown below.



4 Clubhouse Circle Bellingham, WA 98229

#### www.suddenvalley.com

#### 3 Louise View Dr

Double lot with aggressive slope off of Louise View Dr. Since the property is a double lot, access for a driveway can be mitigated much better than with a single lot. The property also has access via the P-13 shared access easement which lies north of the lots - which the home at 1 Louise View Dr. currently uses for a driveway. Market value is \$40,000.

Potential sales price: \$40,000.00

7% R.E. commission -2,800.00 (4% to the Listing Broker; 3% to the Selling Broker)

1.6% WA State Excise Tax -640.00 Title Insurance -385.89 1/2 of the escrow charge -309.80

Approximate net proceeds prior to pro-rations for County property taxes: \$35,864.31 +/-.

#### 33 Louise View Dr

Accessed by a 30' shared easement (P-4). The access is not developed. The two properties closer to the street (29 and 31 Louise View) have previously been turned into greenbelt (common) by SVCA. Current value of 33 Louise View Dr. is \$20,000. If SVCA invested in a driveway (even roughed-in) and storm water drainage was enhanced with gravel and pipe providing access to the property off of the P-4, the value would be increased. Market value is \$20,000.

Potential sales price: \$20,000.00
7% R.E. commission -1,400.00
1.6% WA State Excise Tax -320.00
Title Insurance -298.93
1/2 of the escrow charge -309.80

Approximate net proceeds prior to pro-rations for County property taxes: \$17,671.27 +/-.

#### 63 Louise View Dr

This property is one of the worst and aggressive up-sloping properties that I have ever seen in Sudden Valley. It's borderline not build-able. I would price 63 Louise View Dr. at \$9,900 and see if there are any takers.

By listing these lots, SVCA has the potential to realize a conservative estimate of approximately \$50,000. Further, this is the right time of year to offer these lots for sale. Greg Paul says:

"The clearing ban in the Lake Whatcom Watershed has also created "seasons" for selling vacant lots. We are currently coming into that buying season. The developer's whom I assist are typically "open to buy" between November and about April each year. That timeframe provides time to close on a property; get it surveyed; have house plans developed; and start the permitting process with Whatcom County & Sudden Valley."



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#### Requests

Request that the Board of Directors approve the listing of 3, 33, and 63 Louise View Drive with Greg Paul of RE/Max. Any offers received on the properties will be brought back to the Board for direction before any action is taken.

#### Motions

Move that the Board of Directors approve the listing of 3, 33, and 63 Louise View Drive with Greg Paul of RE/Max, with the understanding that any offers received on the properties will be brought back to the Board for direction before any action is taken.

Approvals		
Recommended:	Not Recommended:	SVCA Finance Committee
Approved:	Not Approved:	SVCA Board of Directors
Signed:		Date:
Keith McLear	SVCA Board President	



#### Fwd: Vacant Lot Sales - Sudden Valley

From greg paul <gregpaul5@comcast.net>

Date Tue 9/24/2024 11:54 AM

To General Manager < gm@suddenvalley.com>

Hi JoAnne,

I was asked to submit an email to you in regards to the valuations, and potential listing of 3 vacant lots owned by the Sudden Valley Community Association. The properties are: The double lot at 3 Louise View Dr.; the vacant lot with limited access at 33 Louise Dr.; and the very aggressive up-sloping lot at 63 Louise View Dr. In looking at my history on these properties, I have given SVCA price quotes in the past - once for Mitch Waterman and most recently to Brian Kruhlak.

In the Northwest MLS link below, you can view recent vacant lot sales in the Sudden Valley community over the past 2 years. I was involved in nearly 50% of all sales either as the Listing Broker or Selling Broker (or both). I've been marketing, selling (or purchasing) vacant lots in Sudden Valley since 1988. The attached 'sold comps' merely give you a representation of what has recently sold in the community. Values are typically driven by the amount of slope a property has, its location, view, and its proximity to critical areas. Some vacant lot sales include building permits from Whatcom County and / or Sudden Valley which can also increase the value of a property.

In the case of the 3 SVCA vacant lots, excessive slope or limited access plays a role in the value(s). I approximate the eventual sale price of the SVCA vacant lots as follows:

3 Louise View Dr. - Double lot with aggressive slope off of Louise View Dr. Since the property is a double lot, access for a driveway can be mitigated much better than with a single lot. The property also has access via the P-13 shared access easement which lies north of the lots - which the home at 1 Louise View Dr. currently uses for a driveway. Market value is \$40,000. Prices range drastically due to slope. We recently sold a double lot at 23A North Summit Dr. for \$19,500; and I personally just recently sold the double lot at 202 Harbor View Dr. for \$122,000. Access and slope drive the prices and also the cost to build.

Based on a \$40,000 sales price, the closing costs would look like the following:

Potential sales price:	\$40,000.00	
7% R.E. commission	-2,800.00	(4% to the Listing Broker; 3% to the Selling
Broker)		
1.6% WA State Excise Tax	-640.00	
Title Insurance	-385.89	
1/2 of the escrow charge	-309.80	

Approximate net proceeds prior to pro-rations for County property taxes: \$35,864.31 +/-.

33 Louise View Dr. - is accessed by a 30' shared easement (P-4). The access is not developed. The two properties closer to the street (29 and 31 Louise View) have previously

been turned into greenbelt (common) by SVCA. Current value of 33 Louise View Dr. is \$20,000. If SVCA invested in a driveway (even roughed-in) and the road side storm water drainage was enhanced with gravel and pipe providing access to the property off of the P-4, the value would be increased. Based on a \$20,000 sales price, the closing costs would look like the following:

Potential sales price: \$20,000.00
7% R.E. commission -1,400.00
1.6% WA State Excise Tax -320.00
Title Insurance -298.93
1/2 of the escrow charge -309.80

Approximate net proceeds prior to pro-rations for County property taxes: \$17,671.27 +/-.

63 Louise View Dr. - This property is one of the worst and aggressive up-sloping properties that I have ever seen in Sudden Valley. Its borderline not build-able - and I never say that! It's amazing what local developers have been doing with many of our extremely steep vacant lots. I would price 63 Louise View Dr. at \$9,900 and see if there are any takers.

I have served the Sudden Valley Community Association on and off over the past 15 years in evaluating, marketing and selling vacant properties such as those above. I'm happy to assist again if SVCA would like my services. Please feel free to contact me if you have any questions on the information above. See the Northwest MLS link below for numerous recent vacant land sales in Sudden Valley. You will see that prices are all over the board.

Greg Paul RE/MAX Whatcom County 1937 Lake Whatcom Blvd Bellingham, WA 98229 www.DiscoverSuddenValley.com 360-647-5050 360-739-7354

----- Original Message -----

From: Greg Paul <nwmls@nwmlsmatrixmail.com>

To: gregpaul@remax.net

Date: 09/18/2024 9:33 AM PDT

Subject: Vacant Lot Sales - Sudden Valley



## **APPROVAL REQUEST MEMO**

To: Sudden Valley Community Association Board of Directors

From: Jo Anne Jensen, General Manager

Date: October 24th, 2024

Subject: Approval Request – Retaining Wall Easement, 18 Sudden Valley Drive

#### **Purpose**

To request board approval for a retaining wall easement for 18 Sudden Valley Drive.

#### **Background**

18 Sudden Valley Drive is a new construction project that was originally approved in August 2020. In April 2024, the builder, Vitaly Pikalov, requested a final inspection. At that time, SVCA's Architectural Inspector, Joel Carter, found that the builder had installed a series of retaining walls at the front of the property. These walls were not included in the original new construction application, so they were not approved. Upon further investigation, it was determined that the walls were installed on SVCA property.

SVCA informed the builder that they would either have to pay for a costly easement or remove the retaining walls and restore the slope. The builder elected to remove the walls.

While the major encroachment was removed from the front of the property, encroachment onto SVCA's right-of-way (ROW) remains on the side of the property that abuts Arrowroot Place.

Unfortunately, after restoration, the front slope exceeds what was approved on the original plans by the Architectural Control Committee (ACC). Specifically, the plans show a slope of 41%; the current grade of the slope was measured to be between 70% and 80% with certain areas up to 94%. Steep slopes such as these create a significant risk of erosion. If this slope eroded, it would damage SVCA's property and could potentially damage the roadway.

#### **Analysis**

Regarding the encroachment of the remaining driveway retaining wall, as no other properties are served by Arrowroot Place, SVCA deems it reasonable to grant an easement.

To address the risk of erosion, the easement requires the property owners now and in perpetuity, to maintain the slope to prevent erosion and calls out that they would also be responsible for repairing any damage to SVCA's property caused by erosion. Further, the easement states that SVCA may take immediate action to repair any damage caused by erosion of the slope and the property owners would be required to reimburse the Association for costs associated with such repairs.



360-734-6430 4 Clubhouse Circle Bellingham, WA 98229 www.suddenvalley.com

While it is not ideal to allow homeowners to encroach on SVCA property, in this case the encroachment is onto the side of a roadway that is only serves 18 Sudden Valley Dr. Also, while steep slopes create the risk of erosion, SVCA is protected from damage or loss through the language of the easement. For these reasons I recommend that the Board of Directors approve this easement, allowing for the immediate occupancy of this newly constructed home, which has been complete since April.

#### Requests

Request that the Board of Directors approve the proposed retaining wall easement for 18 Sudden Valley Drive, give the GM permission to execute the agreement, and set a fee of \$3,250 to cover legal, recording, and surveying costs.

#### **Motions**

Move that the Board of Directors approve the proposed retaining wall easement for 18 Sudden Valley Drive, give the GM permission to execute the agreement, and set a fee of \$3,250 to cover legal, recording, and surveying costs.

Approvals		
Recommended:	Not Recommended:	SVCA Finance Committee
Approved:	Not Approved:	_ SVCA Board of Directors
Signed:		Date:
Keith McL	ean, SVCA Board President	

Filed for Record at Request of:

CSD ATTORNEYS AT LAW 1500 Railroad Avenue Bellingham, WA 98225 (360) 671-1796

#### **DOCUMENT TITLE:**

RETAINING WALL EASEMENT

#### **GRANTOR:**

SUDDEN VALLEY COMMUNITY ASSOCIATION, A WASHINGTON NON-PROFIT CORPORATION

#### **GRANTEE:**

EIGHTEEN AIR LLC, A WASHINGTON LIMITED LIABILITY COMPANY

#### ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range):

LOT 26, DIV 2, SUDDEN VALLEY [Full Legal on Page 2 of Document]

#### ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

3704075365580000 / P32494

#### **RETAINING WALL EASEMENT**

This **RETAINING WALL EASEMENT** (the "Easement") is made and entered into by **SUDDEN VALLEY COMMUNITY ASSOCIATION**, a Washington non-profit corporation, (the "Grantor"), and **EIGHTEEN AIR LLC**, a Washington limited liability company (the "Grantee").

**WHEREAS**, Grantor owns the real property legally described as follows (the "Grantor Property"):

#### [LEGAL DESCRIPTION AS GENERATED BY PSE SURVEYING]

**WHEREAS**, Grantee owns the real property commonly referred to as 18 Sudden Valley Drive, Bellingham, WA 98229, and legally described as follows (the "Grantee Property"):

LOT 26, SUDDEN VALLEY, DIVISION NO. 2, AS PER THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 17, 18, AND 19, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**WHEREAS**, the Grantor's Property boundary line abuts, and is adjacent to, the boundary line of the Grantee's Property;

**WHEREAS**, Grantee has constructed a retaining wall that encroaches on the Grantor's Property;

**WHEREAS**, Grantor desires to grant, impose, and convey a non-exclusive and perpetual easement over, under, upon, and across the encroached portion of the Grantor's Property for the construction, repair, and maintenance of retaining walls as set forth herein;

**WHEREAS**, the Grantee submitted design plans to the Grantor for the construction of a new home on the Grantee's Property that showed a slope grade of approximately forty-one percent (41%);

**WHEREAS**, the Grantor approved the design plans with the forty-one percent (41%) grade;

**WHEREAS**, the Grantee has completed construction of the new home on the Grantee's Property with slope grades significantly exceeding the approved forty-one percent (41%) slope grade; and

**WHEREAS**, the current grade of the slope is approximately seventy percent (70%) to eighty-percent (80%), with certain areas up to ninety-four percent (94%), creating a significant risk of erosion onto the Grantor's adjacent property compared to the approved forty-one percent (41%) grade.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant, impose, and convey to Grantee an easement over, under, upon, and across that portion of the Grantor's Property on which the retaining wall actually encroaches RETAINING WALL EASEMENT - 2

onto the Grantors Property (the "Easement Area"), as generally depicted on Exhibit A attached hereto, subject to the following terms and conditions:

- 1. **GRANT OF EASEMENT**. Grantor hereby grants, imposes, and conveys, for the benefit of the Grantee's Property, a perpetual and non-exclusive easement over, under, upon, and across the Easement Area allowing the Grantee to construct, repair, and maintain the retaining wall.
- 2. MAINTENANCE AND REPAIR. Grantee shall be responsible for all costs incurred to construct, repair, and maintain the retaining wall. Grantee shall maintain the slope on the Grantee's property to prevent erosion onto the Grantor's adjacent property and the Grantee shall be responsible for all costs related to such maintenance. The Grantee shall be responsible for all damage to the Grantor's adjacent property caused by erosion on the Grantee's property. Upon erosion damage to the Grantor's property, the Grantor may take immediate action to repair the damage and the Grantee shall be responsible to reimburse the Grantor for all the costs incurred by the Grantor to repair the damage.
- 3. <u>BINDING EFFECT</u>. This Easement, and all rights associated therewith, shall be perpetual in existence and duration, considered and construed as covenants running with the land, and shall be binding upon, inure, and extend to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.
- 4. **NOT A PUBLIC DEDICATION**. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for any public use or purpose whatsoever.
- 5. **SEVERABILITY**. In case any one or more of the provisions contained in this Easement 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 shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 6. <u>LITIGATION</u>. If a legal action is instituted by reason of any default or breach on the part of either party in the performance of any of the provisions of this Easement, the substantially prevailing party shall be entitled to an award of its attorneys' fees and costs incurred in connection therewith. It is agreed that the jurisdiction and venue of any legal actions brought under the terms of this Easement shall be exclusively in the Superior Court for Whatcom County, Washington. The Parties expressly waive their rights to a trial by jury.
- 7. <u>AMENDMENTS</u>. Except as otherwise set forth herein, this Easement may not be modified, amended, or terminated except by the written agreement of all parties or their successors and assigns.
- 8. **ENTIRE AGREEMENT**. This Easement contains all of the understandings between the parties. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Easement, which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Easement.

**GRANTOR:** Sudden Valley Community Association By:\_\_\_\_\_ lts:\_\_\_\_\_ 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: \_\_\_\_

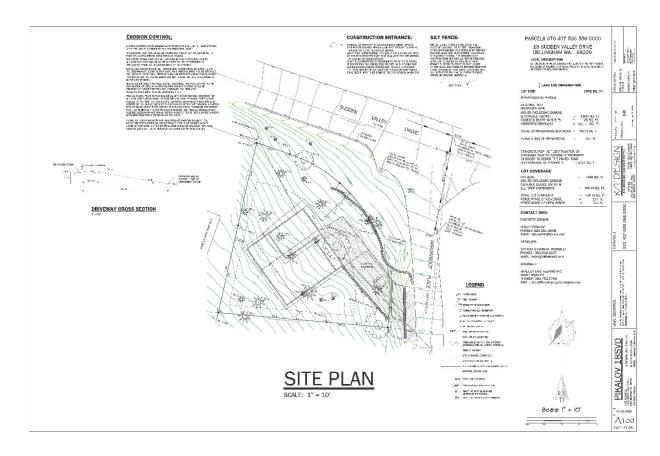
IN WITNESS WHEREOF, the parties have set their hands and signed this Easement on

the day and year of the last signature below.

Eighteen Air LLC	
By:	
Its: Date:	
STATE OF WASHINGTON )	
) ss.	
COUNTY OF WHATCOM )	
of the EIGHTEEN AIR, LL	pefore me to me known to be the <b>C</b> and acknowledged the said instrument to be the free
•	d liability company, for the uses and purposes therein were authorized to execute the said instrument on
GIVEN under my hand and officia	I seal this day of,
	Print Name:
	NOTARY PUBLIC in and for the
	State of Washington, Residing at
	My Commission Expires:
[NOTARY SEAL]	

**GRANTEE:** 

#### **EXHIBIT A**





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: October 24th, 2024

Subject: Capital Request – Additional Parcel Lockers

#### **Purpose**

To request capital funds for the addition of eleven (11) parcel lockers to mailbox clusters in gates 3, 5, and 13.

#### Background

Many residents have complained about the difficulty of receiving package deliveries. To reduce the number of packages that residents must pick up at the Orleans Street post office, Maintenance proposes to add eleven (11) new parcel lockers to the mailbox clusters in gates 3, 5, and 13. Each locker will add four (4) boxes and these locations were chosen based on feedback from the postal carriers that serve SVCA.

USPS carriers told SVCA that Amazon's package volume has dropped to about one-third of what it used to be, so that they do not expect package deliveries to be as challenging this year as they have been in the past. While that is good to hear, SVCA has offered to make the old Administrative office space in the Clubhouse available to USPS in the event that they need a central location to store and hand out packages at holiday time.

#### **Analysis**

Three vendors provided quotes for the needed equipment. As shown in the table below, Budget Mailboxes is the lowest quote. This vendor also has the equipment in stock and could ship within a few days of our order.

#### Summary of Quotes Received:

Item	Cost
Budget Mailboxes	\$ 29,259.19
Building Specialties NW	\$ 31,236.48
US Mail Supply	\$ 30,159.36

Maintenance plans to install the new lockers and estimates that it would take no more than two or three days to do so. In addition to the parcel lockers, mounting hardware is needed that will cost approximately \$600.



360-734-6430 4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

This proposed project was not included in the Mailbox Fund budget for 2025. To cover this additional expense, I suggest that \$29,859.19 of the anticipated operational surplus be transferred to the Mailbox Fund after the 2024 year-end financial statements are prepared.

#### Requests

Request that the Board of Directors approve \$ 29,859.19 from the Mailbox Fund for the addition of eleven (11) new parcel lockers to SVCA's mailbox clusters.

#### **Motions**

Move that the Board of Directors approve \$ 29,859.19 from the Mailbox Fund for the addition of eleven (11) new parcel lockers to SVCA's mailbox clusters.

Approvals		
Recommended:	Not Recommended:	SVCA Finance Committee
Approved:	Not Approved:	SVCA Board of Directors
Signed:		Date:
Keith McLear	n, SVCA Board President	



**Quote | BudgetMailboxes.com** Quote Number: WL-Q-30968

Valid Until: Nov 2, 2024

Shipping Address:	2800 Lake Louise Rd	Project:	Sudden Valley Community Association 98229
		Company:	Sudden Valley Community Association
	Bellingham , 98229	Contact:	Mike Brock
Shipping Contact:			
Shipping Phone:		Account Manager:	Monica L.
Valid Until:	Nov 2, 2024	Direct Email:	monica@budgetmailboxes.com
		Direct Phone:	866.376.6941

Item	Product Details	Qty	List Price	Total
1	Name	11	\$ 3,195.00	\$ 35,145.00
	4 Door Parcel Locker Cluster Mailbox - Gray			
	SKU			
	1590T2PG			
	Additional Details			
	- USPS Approved			
	- Door ID: Standard Decals			

 Sub Total
 \$ 35,145.00

 Discount
 \$ 8,252.36

 Shipping
 \$ 0.00

 Tax
 \$ 2,366.55

Check/ACH Total \$ 29,259.19

#### **Product Options:**

Color: Postal Grey | Total Tenant Doors: 0 | Total Parcel Doors: 44 | Total Outgoing Slots: 0

**Door Identification:** Standard Decals **Door Numbering:** 1P-4P for each

#### **Quote Description:**

11 x Florence USPS Cluster Mailbox with 4 Parcel Lockers, Pedestal Included

- Free Curbside Delivery
- Pedestals Included
- Locks w/3 keys included

Lead Time According to Vendor: Standard: 2-3 Business Days | Custom: 1-1.5 weeks

Ships directly from the factory floor to ensure the quickest available delivery.

#### **Shipping Options:**

Curbside Delivery w/ Liftgate (included): The freight carrier is responsible for offloading the shipment from the truck via liftgate, but is not required to move the merchandise beyond the curbside.

Liftgate & Driveway Delivery: The freight carrier is responsible for offloading the shipment from the truck via liftgate. In addition, the merchandise may be moved beyond the curbside to a driveway or garage. The carrier is not responsible for moving merchandise into a residence or building (\$300, if selected).

#### **Terms and Conditions**

This quote was made under the standard terms and conditions of sale for BudgetMailboxes.com, property of WebLife Stores LLC. **IMPORTANT**: Anything that is customized is non returnable. The order gets processed as soon as we receive payment. If you want us to hold the order please, let us know beforehand. However, we cannot hold the price in the event of a price increase. Price is based on payment via Check or ACH. Please make checks payable to **WebLife Stores LLC** and mail to:

Non-Expedited Payments:	Overnight/Expedited Payments:	
	Lockbox Services 931455	
WebLife Stores LLC	WebLife Stores LLC	
PO Box 931455	3585 Atlanta Ave	
Atlanta, GA 31193	Hapeville, GA 30354-1705	

**Credit Card Payments:** The quote price above is based on a mailed check or electronic ACH debit payment. To account for credit card processing fees, your price when paying by card would be: \$29990.68. On occasion, the website shopping cart price may be lower and you may wish to go that route instead.



# **Estimate**

## **Building Specialties Northwest**

PO Box 1622 Mercer Island, WA 98040 Phone: 425-486-3693 Fax: 425-996-3542

Date	Estimate #
10/8/2024	18990

Name / Address	Ship To
Sudden Valley HOA Attn: Mike Brock 2800 Lake Louise Rd Bellingham, WA 98229 nike.brock@suddenvalley.com	Sudden Valley HOA Attn: Mike Brock 2800 Lake Louise Rd Bellingham, WA 98229

	Description		Qty	Rate	Total
Florence Manufacturing Outdoor Parcel Locker Model 1590T2 4 parcel compartments			11	2,610.00	28,710.007
Color: Postal Grey Identification: Decals or Standard Engraving Numbering Sequence: 1P-4P					
MAILBOX DETAILS:					
Florence Manufacturing Model 1570 Front Loading Cluster Box Unit (CBU) -U.S.P.S. approved unit constructed of aircraft aluminum and 300 series stainless steel. Dust-proof cam locks with three keys per lock. Silver adhesive metal placards with black numbers or standard engraving for tenant identification. Six powder coat finishes available: Sandstone (standard), Dark Bronze, Black, Postal Grey (for replacement mailboxes only), Forest Green, and White. Compartment door size is 3"H, 12"W, shelf depth is 15"D. Pedestals are included with each CBU.					
*This quote is valid for 30 days.  *A minimum 15% escalation will be added for each calendar year. 2025 = +15%, 2026 = +30%. Also acceptable is contract language with a change order allowance accompanied with a price increase letter from the manufacturer should this pricing change prior to placing the order for the project.  *Pricing includes freight and sales tax, but does not include installation or installation materials.  *Steel and Aluminum Surcharges: Pricing for products produced from steel and/or aluminum are extremely volatile. Our pricing is based on supplier pricing provided at time of our quotation. Increases in our cost related to steel or aluminum escalation will be additive to our final price.  *Freight is standard within the continental United States only. Liftgate, residential, inside or multiple deliveries will incur extra charges.  *Lead time is approximately 3 weeks plus transit.  *These units are manufactured in Manhattan, Kansas. Made in the USA.					
Building Specialties Northwest is a Women's Business Enterprise (OMWBE:W2F7720888)		Subto	tal		
CONTACT: Jessica Olsen	EMAIL: bsnwllc@lockedmail.com	WEBSITE: www.lockedmail.com	Sales	Sales Tax (8.8%)	
		1	Total	<u> </u>	



# **Estimate**

# Date Estimate # 10/8/2024 18990

### **Building Specialties Northwest**

PO Box 1622 Mercer Island, WA 98040 Phone: 425-486-3693 Fax: 425-996-3542

Name / Address	Ship To
Sudden Valley HOA Attn: Mike Brock 2800 Lake Louise Rd Bellingham, WA 98229 mike.brock@suddenvalley.com	Sudden Valley HOA Attn: Mike Brock 2800 Lake Louise Rd Bellingham, WA 98229

	Description		Qty	Rate	Total
nowever if different qual phated quote. You will ake-off prior to ordering Please note that bond by electronic payment submagement will be add	ve quoted to the best of our ability the I intities, sizes, or products are needed, pll need to verify quantities and measure g to make sure we have quoted the amorests and insurance endorsement costs, ystems including, but not limited to, Teditive to our final price. Our bond rate is to contact us if you have any questions.	elease contact us for an ements with your own bunt needed for this project. as well as any fees incurred extura Payment is 4%.	Q.I.y		
Building Specialties No	rthwest is a Women's Business Enterpr	rise (OMWBE:W2F7720888)	Subto	tal	\$28,710.00
CONTACT: Jessica Olsen	EMAIL: bsnwllc@lockedmail.com	WEBSITE: www.lockedmail.com		Tax (8.8%)	\$2,526.4
			Tota	<u> </u>	\$31,236.48

# U.S. Mail Supply, Inc.

## 1553 E. Racine Ave. Waukesha, WI 53186

Date	Quote #	
10/9/2024	19110	

**QUOTE FORM** 

#### Name / Address/Phone / Fax

Sudden Valley HOA Mike Brock 2800 Lake Louise Rd Bellingham, WA 98229

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Sudden Valley HOA Mike Brock (360)778-2223 2800 Lake Louise Rd Bellingham, WA 98229

Terms	Rep	FOB	Quote Valid Until
Cash with order	AW	Dock	11/09/2024

Item	Qty	Description	Unit Price	Total Lot Pri
1590T2	11	4-Door Outdoor Pedestal Parcel Locker - USPS Approved - USPS Access. FINISH: Postal Grey DOOR ID: TBD	2,520.00	27,720.00T
Shipping		Shipping VIA Truck on a pallet – includes lift gate service (not inside delivery), and 24-hour pre-delivery notification.	0.00	0.00T
		**USPS often requires 1 parcel locker for every 5 tenant boxes. Please consult with your Post Master to confirm your requirement!** *Sales Tax rates are subject to change at the time of the order to reflect current local rates. *US Mail Supply cannot guarantee pricing past the date listed on this proposal.		
		Sales Tax	8.80%	2,439.36

Thank you for the opportunity to earn your business. **Total Price** \$30,159.36

Phone: 800-571-0147 Fax: 800-589-1068 Web Site: www.usmailsupply.com

Signature