



Sudden Valley Community Association

1850 Lake Whatcom Blvd Bellingham, WA 98229

www.suddenvalley.com

360-734-6430

Board of Directors Meeting

January 8, 2026, 7:00 PM, 8 Barn View Ct. Multipurpose Room A

Call to Order

Roll Call

1) Adoption of Agenda

2) Announcements

3) Property Owner Comments – 15 Minutes Total

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

4) Consent Agenda

- a) Approval of Minutes – December 11, 2025

5) Reports

- a) GM Report
- b) Financial Statements, September & October
- c) Committee Reports:
 - (i) Architectural Control
 - (ii) Document Review
 - (iii) Executive
 - (iv) Finance
 - (v) Long Range Planning
 - (vi) Nominations & Elections
 - (vii) Safety

6) Continuing Business

- a) Request for Appointment of Committee Members

7) Executive Session – Legal

8) New Business

- a) Request for Approval – Stormwater Easement for 101 Polo Park Dr.
- b) Security Proposals

Adjournment



BOARD OF DIRECTORS REGULAR MEETING

Thursday, December 11, 2025, 6:00 PM

8 Barn View Ct, Multipurpose Room A

Minutes

CALLED TO ORDER AT: 6:00 PM

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

1. Keith McLean, President	4. Taimi Van de Polder, Secretary	7. Daniel Rodriguez, ACC Chair
2. Tom Henning, Vice President	5. Joseph Adams	8. Rob Gibbs, N&E Chair
3. Jean Maixner, Treasurer	6. Sean Chaffee	9. Linda Bradley

ATTENDING:

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

Call to Order:

Keith McLean, President, called the meeting to order at 6:00 PM.

1. President called for motion to adopt the agenda

Motion: Move to adopt the agenda.

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

2. Announcements

- Breakfast with Santa is Saturday December 13th from 9:00 AM to 11:30 AM at El Agave. Free breakfast and pictures with Santa for all community members.

3. Property Owner Comments

- A member requested the Board approve repainting the shoulder lines on the roads.

4. Board Orientation Presentation

4a. 6:07PM – Legal – Presented by Richard Davis: CSD Law
7:01PM – Questions

4b. 7:11PM – Parliamentary Basics – Presented by Jo Anne Jensen, General Manager

5. Consent Agenda

Motion: Move to approve the minutes for November 4, 2025 and November 13, 2025 meetings.

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

6. Reports

6a. November General Manager Report

6b. Capital Projects Status

7. Continuing Business

7a. Board Vacancy – Candidate Interviews and Voting

i. The Board interviewed two candidates.

Linda Bradley received seven (6) votes

John Gingrich received two (2) votes

Linda Bradley is voted to serve on the Board of Directors.

7b. Request for Approval – 2026 Marina License Agreement

Motion: Move that the SVCA Board approve the proposed Marina Moorage/Storage License Agreement.

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

8. New Business

8a. Resolution for Association Signing Authority

Motion: Move that the SVCA Board adopt the resolution for signing authority.

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

8b. Resolution for Credit Card Borrowing

Motion: Move to amend the motion by changing the word “borrowing” to “usage” in all locations.

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

Motion: Move to remove the last three signatures (Vice President, Treasurer, and Secretary) and only require BOD President's signature for credit card usage approval.

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

Motion: Move that the SVCA Board approve the proposed resolution for the credit card usage with the proposed changes.

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

8c. Committee Assignments

Only two (2) Board members may serve on the LRPC. Because four (4) members wanted to serve, a vote was held.

Secretary Van de Polder received 5 votes

Director Meador received 5 votes

Director Chaffee received 9 votes

Director Adams received 1 vote

Director Chaffee was selected to serve on the Long-Range Planning Committee

A runoff vote was conducted for the second seat.

Secretary Van de Polder received 5 votes

Director Meador received 4 votes

Secretary Van de Polder was elected to serve on the Long-Range Planning Committee

Motion: Move that the SVCA Board appoint Directors Gibbs and Bradley to the Nominations & Elections Committee; Secretary Van de Polder and Director Bradley to the Document Review Committee; Secretary Van de Polder and Director Chaffee to the Long-Range Planning Committee; Treasurer Maixner and Directors Robinson, Gibbs, and Meador to the Finance Committee; President McLean, Vice President Henning, Treasurer Maixner, and Secretary Van de Polder to the Executive Committee; and Vice President Henning and Director Adams to the Safety Committee.

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

8d. Approval of ACC Committee Members

Motion: Move that the SVCA Board appoint Daniel Rodriguez, Jo Jean Kos, Patrick Zwolenski, Dan Vink, and Terry Niblack to the Architectural Control Committee.

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

Meeting adjourned at 9:31 PM

Approved by: _____
Taimi Van de Polder, Board of Directors Secretary

DRAFT



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

APPROVAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Allen Helvajian, Compliance Manager
Date: January 9, 2026
Subject: Stormwater System Easement

Purpose

To request approval for granting a Storm-water System Easement across Right-Of-Way (ROW) space owned by the Sudden Valley Community Association (SVCA).

Background

The owner of 101 Polo Park Dr has requested an easement to install a storm-water connection across SVCA-owned space. The owner is making this application at the request of Whatcom County who wishes to preserve access to the system for future inspection purposes. It is in the Association's best interest to facilitate inspection opportunities to Storm-water Systems and to avoid conflicts with LWWSD, I recommend that the Board of Directors approve the proposed easement at the established fee for drafting and recording the agreements. SVCA's counsel, Aaron Haynes, has drafted an agreement allowing for the easement.

Analysis

The proposed Storm-water Easement is attached for review. I propose a fee of \$1,500 to draft and record the easement.

Request

Request that the SVCA Board of Directors approve the proposed easement for 101 Polo Park Dr and approve the proposed fee of \$1,500.00 to cover legal fees, recording fees and administrative costs.



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Motion

Move that the SVCA Board of Directors approve the proposed easements for 101 Polo Park Dr and the proposed fee of \$1,500.00 to cover recording fees and administrative costs.

Approvals

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President

**GENERAL CONSTRUCTION STORM WATER POLLUTION PREVENTION PLAN
(SWPPP)**

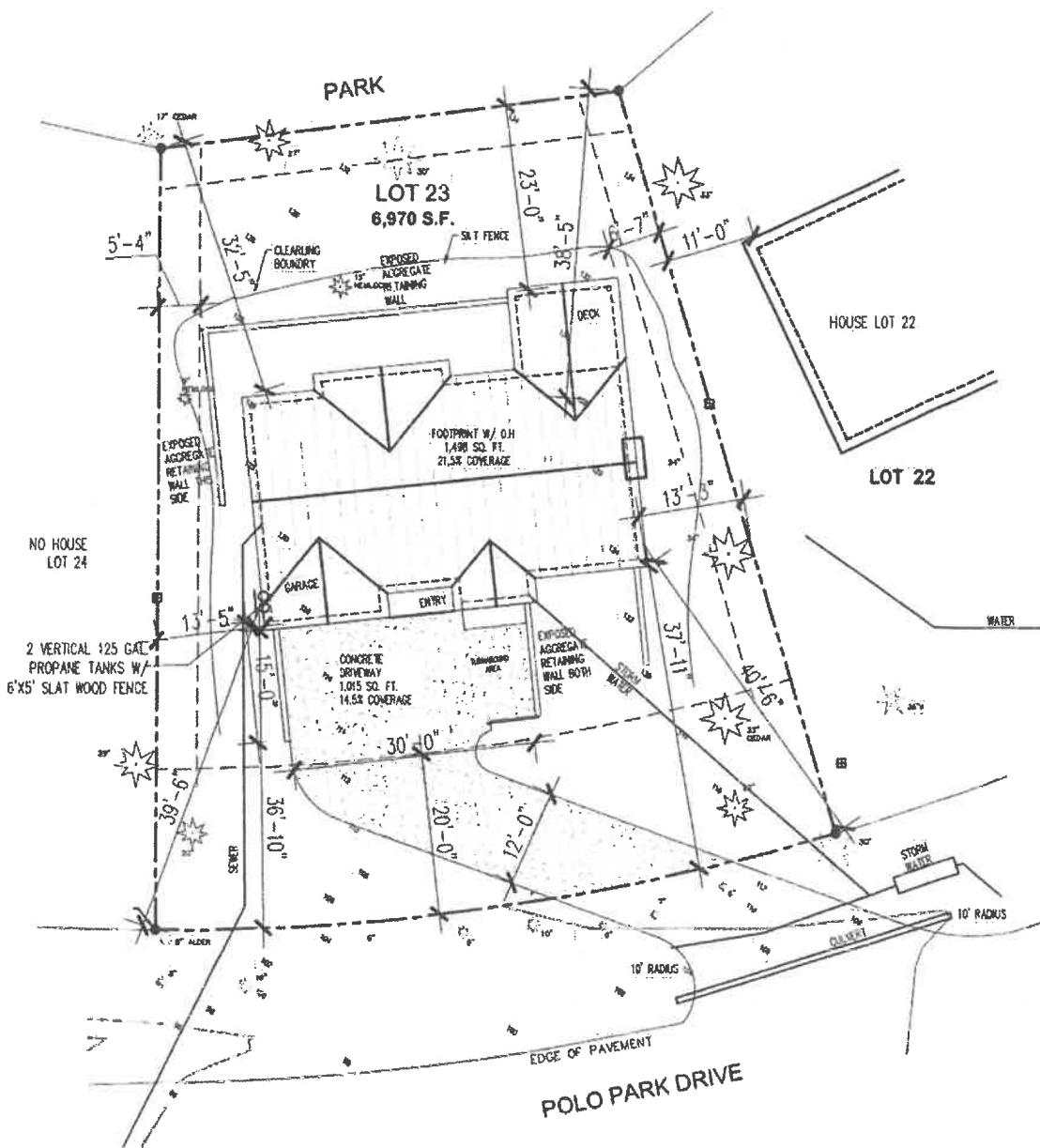
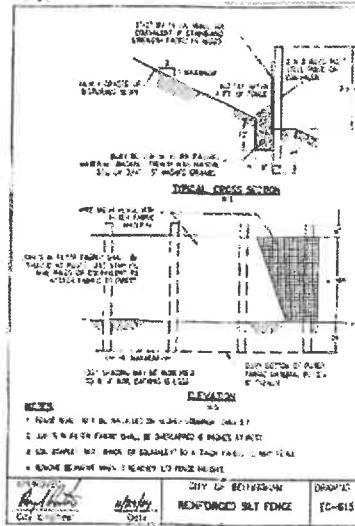
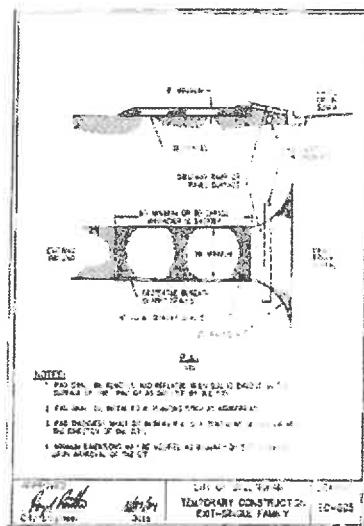
পুস্তক

To prevent the discharge of significant and other pollutants in the water, than those less practicable for small construction projects.

Design and implementation

Turn and the smart about clearing and grading of the site. It is most important only to clear the areas needed, keeping bushes, trees & shrubs. Please figure in that only those areas that are actively being worked are cleared.

New Case 31744: Shattered glass of the kitchen window was found in living room.



Filed for Record at the Request of:

SUDDEN VALLEY COMMUNITY ASSOCIATION
ATTN: SVCA PRESIDENT
4 CLUBHOUSE CIRCLE
BELLINGHAM, WA 98229

TITLE OF DOCUMENT:

EASEMENT FOR STORMWATER SYSTEM

GRANTOR(S):

SUDDEN VALLEY COMMUNITY ASSOCIATION, a Washington nonprofit corporation

GRANTEE(S):

J HANSEN INVESTMENTS LLC, a Washington limited liability company

ABBREVIATED LEGAL DESCRIPTION(S):

PLAT OF SUDDEN VALLEY DIV NO. 9 PRIVATE ROADS
LOT 23, PLAT OF SUDDEN VALLEY DIV NO. 9

TAX PARCEL NUMBER(S):

370301 501148 0000 P/ 20987
370301 560223 0000 P/ 21093

REFERENCE NUMBERS OF DOCUMENTS ASSIGNED/RELEASED:

N/A

EASEMENT FOR STORMWATER SYSTEM

This **EASEMENT FOR STORMWATER SYSTEM** ("Agreement") is entered into this _____ day of October 2025 ("Effective Date"), by and between **SUDDEN VALLEY COMMUNITY ASSOCIATION**, a Washington nonprofit corporation, hereinafter referred to as (the "Grantor") or (the "Association"), and **J HANSEN INVESTMENTS, LLC**, a Washington limited liability company, hereinafter referred to as (the "Grantee"). Grantor and Grantee shall be collectively referred to hereinafter as (the "Parties") and individually as (a "Party").

I. RECITALS

WHEREAS, Grantor owns the real property commonly known as the Polo Park Drive Right-of-Way legally described, in part, in **Exhibit "A"**, attached hereto ("Burdened Lot");

WHEREAS, Grantee owns the real property commonly known as 101 Polo Park Drive and legally described as follows ("Benefited Lot"):

LOT 23, PLAT OF SUDDEN VALLEY, DIVISION NO. 9, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 83 THROUGH 85, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

WHEREAS, the Parties desire to formalize an easement stormwater drainage across the Burdened Lot for the benefit of the Benefited Lot, according to the terms and conditions in this Agreement; and

WHEREAS, Grantor is willing to grant an easement for stormwater drainage to Grantee.

II. TERMS AND CONDITIONS

NOW, THEREFORE, Grantor hereby conveys to Grantee, and Grantee's successors and assigns, a revocable easement for stormwater drainage across, along, and upon Grantor's Burdened Lot as described in **Exhibit "A"** and as shown on **Exhibit "B"**, ("Easement Area"), attached hereto and by this reference made a part hereof, for the purpose of stormwater drainage from 101 Polo Park Drive, subject to the following terms and conditions:

- 1. CONSTRUCTION, MAINTENANCE AND REPAIR.** Grantee is solely responsible for all costs of inspection, maintenance, improvement, repair, construction or reconstruction to the Easement Area. Grantee shall keep any stormwater drainage in proper operating condition and in the same condition as permitted and approved by the Association and Whatcom County upon its initial construction and installation. Any maintenance, improvement, repair, construction, or reconstruction to the Easement Area is subject to the following requirements:

- a. Review and approval by SVCA or its designee of plans, materials and methods for maintenance, improvement, repair, construction or reconstruction.
 - b. Compliance with SVCA's Architectural Control Committee ("ACC") Policies.
 - c. Compliance with Whatcom County standards and any applicable state and federal standards. Any maintenance, improvement, repair, construction or reconstruction requiring a permit from Whatcom County shall not be commenced until such permit has been issued.
2. **INDEMNIFICATION.** Grantee assumes any and all risk and liability associated with the use of this Easement and agrees to indemnify and hold Grantor, and its employees, officers, and board members, harmless against all liabilities, claims, judgments, or demands for damages arising from this Easement, and Grantee shall defend any and all suits that may be brought against the Association, and/or its employees, officers, and board members, arising from this Easement and will make good and reimburse the Association, and/or its employees, officers, and board members, for any expenditures the Association may make by reason of such suits. This indemnification shall not apply to any construction or disturbance caused by Grantor within the Easement Area, nor to any gross negligence of Grantor.
3. **CONFORMANCE WITH LAWS.** The Grantee shall conform with and abide by the rules, codes, laws, and regulations in connection with the use of the Easement Area. Except as otherwise provided for in this Agreement, the Grantee shall keep the Easement Area free and clear of all liens and charges whatsoever arising from the maintenance and/or use of the Easement.
4. **REMEDIES.** In the event that Grantee is in default of the terms or conditions of this Easement, the Association shall have the option to notify Grantee, in writing, of the default and specify the steps which must be taken to cure the same. Grantee shall have thirty (30) days from the date of mailing of the written notice to take the steps necessary to cure the default provided that if the steps may not be reasonably completed within thirty (30) days, Grantee shall initiate the cure and diligently pursue it, considering time is of the essence, to conclusion. If Grantee fails to cure any default, the Association may in addition to any other remedies available in law or equity:
 - 4.1 Revoke this Easement upon written notice to the Grantee, 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.
 - 4.2 Perform the cure at the Association's expense and bill such charges, plus an administrative fee of 10% thereon, to Grantee, which invoice shall incur interest at the rate of twelve percent (12%) per annum from the date issued until paid in full. The Association shall record a lien against the Grantee Lot to secure payment of such charges. Such lien shall run with the land and may be foreclosed in the same manner as a mortgage.
5. **NOTICES.** Any notice or communication required or permitted by this Agreement shall be deemed to have been duly given if delivered personally to the Party to whom the notice or communication is directed, or if mailed by registered or certified mail, with postage and charges prepaid. Such notice or communication shall be deemed to be given when personally delivered
EASEMENT FOR STORMWATER DRAINAGE –

to the Grantee or the Association, or, if mailed, five (5) business days after the date of mailing. Any notice required under the Agreement shall be mailed to the Grantee at the mailing address on file with the Association.

6. BINDING EFFECT. 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.

7. 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.

8. SEVERABILITY. 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.

9. LITIGATION. If a legal action is instituted by reason of any default or breach on the part of any Party in the performance of any of the provisions of this Agreement, 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 Agreement shall be exclusively in the Superior Court for Whatcom County, Washington. The Parties expressly waive their rights to a trial by jury.

10. AMENDMENTS. Except as otherwise set forth herein, this Agreement may not be modified, amended, or terminated except by the written agreement of all Parties, or their respective successors and assigns.

11. WAIVER OF JURY TRIAL. GRANTOR AND GRANTEE, AND EACH OF THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY, RELATED TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT.

12. ENTIRE AGREEMENT. This Agreement 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 Agreement, which have not been reduced to writing herein. No oral promises or representations shall be binding upon any 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 Agreement.

IN WITNESS WHEREOF, the Parties have set their hands and signed this Agreement on the day and year first above written.

EASEMENT FOR STORMWATER DRAINAGE -

GRANTOR:

SUDDEN VALLEY COMMUNITY ASSOCIATION

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me _____, to me known to be the _____ of **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 _____, 2025.

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

[Additional Signatures and Notaries on Subsequent Pages]

EASEMENT FOR STORMWATER DRAINAGE –

GRANTEE:

J HANSEN INVESTMENTS LLC

By Jon Hansen
Its: Governor

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me Jon Hansen, to me known to be the Governor of J HANSEN INVESTMENTS LLC, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the limited liability company.

GIVEN under my hand and official seal this 4th day of November, 2025.




Print Name: Katherine Pulver
NOTARY PUBLIC in and for the
State of Washington, Residing at Bellingham WA
My Commission Expires: 11-25-2028

EASEMENT FOR STORMWATER DRAINAGE –

**EXHIBIT A
LEGAL DESCRIPTION
GRANTOR'S PROPERTY / THE "BURDENED LOT"**

EASEMENT FOR STORMWATER DRAINAGE –

EXHIBIT "A"

DESCRIPTION OF STORMWATER EASEMENT

AN EASEMENT OVER, UNDER AND ACROSS A PORTION OF POLO PARK DRIVE RIGHT-OF-WAY LYING WITHIN SUDDEN VALLEY DIVISION 9, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 23, PLAT OF SUDDEN VALLEY, DIVISION No. 9, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 83 THROUGH 85, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.
SITUATE IN WHATCOM COUNTY, WASHINGTON. ; THENCE THE FOLLOWING NINE (9) COURSES:

Course	Bearing	Distance
E1	RADIUS=295.00' LENGTH=2.74' CENTRAL ANGLE=0°31'54"	
E2	S 49°04'16" E	6.22'
E3	N 67°10'15" E	13.01'
E4	S 62°31'21" E	11.17'
E5	S 27°28'39" W	10.00'
E6	N 62°31'21" W	6.47'
E7	S 67°10'15" W	14.53'
E8	N 49°04'16" W	19.01'
E9	RADIUS=295.00' LENGTH=9.23' CENTRAL ANGLE=1°47'35"	

AS DEPICTED ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

SITUATE IN WHATCOM COUNTY WASHINGTON.

EXHIBIT B
EASEMENT AREA

EASEMENT FOR STORMWATER DRAINAGE -

EXHIBIT "B"

DEPICTING STORMWATER EASEMENT
PORTION OF THE NE 1/4 SE 1/4, SECTION 1,
TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.
WHATCOM COUNTY, WASHINGTON

EASEMENT NOTE:

THIS 10' WIDE EASEMENT IS CENTERED OVER THE
EXISTING STORM DRAIN LINE AS CONSTRUCTED OR TO BE
CONSTRUCTED. NO FIELD WORK WAS PERFORMED BY THIS
EASEMENT.

