



Sudden Valley Community Association

1850 Lake Whatcom Boulevard, Bellingham, WA 98229
360-734-6430 www.suddenvalley.com

Board of Directors Regular Meeting

EARLY START

December 11, 2025, **6:00 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) Board Orientation

- a) Legal Presentation (60 minutes)
- b) Parliamentary Basics (15 minutes)

5) Consent Agenda

- a) Approval of Minutes – Organizational Meeting, November 4, 2025
- b) Approval of Minutes – November 13, 2025

6) Reports

- a) November GM Report

7) Continuing Business

- a) Board Vacancy – Candidate Interviews & Voting
- b) Request for Approval – 2026 Marina License Agreement

8) New Business

- a) Resolution for Association Signing Authority
- b) Resolution for Credit Card Borrowing
- c) Committee Assignments
- d) Approval of ACC Committee Members

Adjournment



BOARD OF DIRECTORS ORGANIZATIONAL MEETING

Thursday, November 04, 2025, Multipurpose Room A

Minutes

CALLED TO ORDER AT: 6:04 PM

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

1. Keith McLean	4. Laurie Robinson	7. Sean Chaffee	10. Robb Gibbs, N&E Chair
2. Taimi Van de Polder	5. Tom Henning	8. Rick Asai	11. Daniel Rodriguez, ACC Chair
3. Jean Maixner	6. Ray Meador	9. Joeseph Adams	

ATTENDING:

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

Call to Order:

Rob Gibbs, N&E Chair, called the meeting to order at 6:04 PM.

1. N&E Chair called for motion to adopt the agenda

Motion: Move to adopt the agenda.

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

2. Procedure Vote

Motion: Move to vote by a show of hands.

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

The procedure vote will be conducted by secret ballot.

Officer Nominations

a. President

Keith McLean was nominated by Taimi Van de Polder.

Rick Asai was nominated by Ray Meador.

Keith McLean received 4 votes.

Rick Asai received 5 votes.

Rick Asai is President.

b. Vice President

Taimi Van de Polder was nominated by Laurie Robinson.

Keith McLean was nominated by Joseph Adams.

Taimi Van de Polder declined serving as Vice President.

Keith McLean is Vice President.

c. Treasurer

Jean Maixner was nominated by Taimi Van de Polder.

Laurie Robinson was nominated by Ray Meador.

Laurie Robinson declined serving as Treasurer

Jean Maixner is Treasurer.

d. Secretary

Laurie Robinson was nominated by Tom Henning.

Taimi Van de Polder was nominated by Keith McLean.

Vote tally not stated.

Taimi Van de Polder is Secretary.

Final Executive Committee Members

President	Rick Asai
Vice President	Keith McLean
Treasurer	Jean Maixner
Secretary	Taimi Van de Polder

3. Executive Session – Personnel (Board of Directors Only)

- Return to Open Session at 7:05 PM
- Disclosure of action(s) taken in Executive Session

Motion 1: Deny the personnel request as presented to the Board in closed session.

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

Motion 2: Approve a one-time, voluntary increase in the monthly contribution made by SVCA towards the cost of employee health coverage in the amount of \$39.25 per month, with an estimated annual cost of \$471 per employee, per year, or \$11,304 in total.

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

Meeting adjourned at 7:16 PM

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

DRAFT



BOARD OF DIRECTORS REGULAR MEETING

Thursday, November 13, 2025, 7:00 PM

8 Barn View Ct, Multipurpose Room A

Minutes

CALLED TO ORDER AT: 7:00 PM

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

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

ATTENDING:

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

Call to Order:

Keith McLean, President, called the meeting to order at 6:04 PM.

1. N&E Chair called for motion to adopt the agenda

Motion: Move to adopt the agenda.

Motion By: President McLean	Seconded By: Secretary Van de Polder		
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

2. Announcements

- With Director of Asai's resignation, members can apply for this open board seat. The application period is open for the next 30 days and will close on December 11th at 4:30 p.m. Applications are available online or at the Welcome Center, and must be submitted in person at the Welcome Center.
- The Sudden Valley Holiday Market is being held on Saturday, November 22nd from 10:00 AM to 3:00 PM. All vendor spots have been filled.
- The Holiday Tree Lighting is Saturday, December 6th at 5:00 PM.
- 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

- No comments

4. Consent Agenda

Motion: Move that the Board adopt the draft board meeting minutes from 10.09.25 and 10.23.25, as submitted.

Motion By: President McLean		Seconded By: Secretary Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

5. Reports

5a. None

6. Continuing Business

6a. Area Z Garden lease renewal

Motion: Move that the SVCA Board approve the revised lease agreement for the Area Z Garden Club.

Motion By: President McLean		Seconded By: Secretary Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 4	Against:	Abstained: 1	

7. Executive Session – Legal and Personnel

Motion: Move to closed session at 7:13 PM.

Motion By: President McLean		Seconded By: Secretary Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

Motion: Move to open session at 8:13 PM.

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

There is motion coming out of closed session.

Motion: Move to allow legal consult to proceed as directed.

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

8. New Business

8a. Board Vacancy

i. Board must elect a Vice President

Vice President

Tom Henning was nominated by Keith McLean.

Tom Henning received unanimous votes.

Tom Henning is Vice President.

ii. Board must elect a President

Vote of Confidence: Confirm Keith McLean as President per Bylaws of Natural Ascension.

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

8b. Certification of the 2025 Election

Motion: Move the certification of the AGM held on November 1st, 2025, presented by N&E Chair, Robb Gibbs.

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

Motion: Move the accept the November 1st, 2025 AGM minutes.

Motion By: Secretary Van de Polder	Seconded By: President McLean		
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

8c. Board Code of Conduct

- President McLean introduced a code of conduct that Board members can sign. Participation is optional but encouraged.

8d. Committee Discussion

- President McLean discussed committees and the number of Board members needed on each on each committee.

8e. Board Orientation Schedule

- Board orientation scheduled for December 4th, 2025 at 2:00 PM.

8f. 2026 Golf Fee Increases

Motion: Move that the SVCA Board of Directors approve the attached schedule of the 2026 golf fees.

Motion By: President McLean	Seconded By: Secretary Van de Polder		
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

Motion: Move that the Long-Range Planning Committee look at rasing the golf discount rate for members of the SVCA.

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

Motion: Move to adjourn the meeting at 9:18 PM

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

Meeting adjourned at 9:18 PM

Approved by: _____

Taimi Van de Polder, Board of Directors Secretary

DRAFT



Sudden Valley Community Association

1850 Lake Whatcom Boulevard, Bellingham WA 98229

360-734-5320

www.suddenvalley.com

BOARD OF DIRECTORS MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: December 11, 2025
Subject: Request for Approval - Revised Marina Moorage/Storage License Agreement

Purpose

To obtain board approval for revisions to the Marina License Agreement and the associated SVCA Policy (2018.09).

Background

Small changes have been made over the past four years to the Marina Moorage/Storage License Agreement to reflect operational changes. To ensure that the cumulative effect of multiple changes did not result in reducing the legal protections afforded to SVCA, Richard Davis was asked to review the agreement. The version presented here reflects Richard's edits as well as the operational changes requested by Rec Staff and the 2025 Document Review Committee.

The Marina Moorage/Storage License Agreement was reviewed by the board as part of the October 23rd meeting. During board discussion, it was suggested that the document be reviewed one last time and then brought back for approval. That review has been completed, and it is recommended that the board adopt the proposed language at this time. The annual moorage/storage renewal letters are scheduled to be mailed on January 7th, and the board will not meet again prior to that deadline.

Copies of the proposed agreement and the previous agreement are attached for reference.

Recommendation

I recommend that the SVCA Board of Directors approve the proposed Marina Moorage/Storage License Agreement.

Motion

I move that the SVCA Board of Directors approve the proposed Marina Moorage/Storage License Agreement.

LICENSE Terms and Conditions

Subject to the terms and conditions set forth herein, the Sudden Valley Community Association (“Association”) hereby grants an annual license to the Customer for use of an assigned slip. This License is granted subject to the terms and conditions of this License and any Marina Rules and Regulations as they now exist or are from time to time amended. Failure to comply with all terms and conditions of this License and/or the Marina Rules and Regulations may result in termination of this License upon two days notice and opportunity to cure.

1. Annual notice of License renewal will be sent in January. The annual fee for marina moorage/storage must be paid by Wednesday, February 25th, at 6PM. If payment has not been received by the Association on that date, this License will be terminated.
2. This License is granted for the term of one calendar year, commencing on January 1st and ending on December 31st. Customers granted a License at any time during the calendar year will be required to pay the full annual fee.
3. Moorage/Storage fees are reviewed annually by the Board of Directors and are subject to change, effective as of January 1. The annual cost will not increase sooner than January 1 of the following year.
4. Lost Marina boat launch key cards can be replaced by paying a \$15.00 replacement card fee at the Recreation Department.
5. Marina Rules and Regulations are incorporated into this Agreement by reference, as though fully set forth herein. The Customer shall be responsible for the expense of any maintenance, repair, or replacement necessary to the Association’s property as a result of the activities resulting from the use, storage, or maintenance of the vessel and/or vehicle on Association property.
6. Customer further agrees and covenants that upon Customer’s noncompliance with the terms of this Moorage/Storage Agreement, including violation of the Marina Rules and Regulations, the vessel and/or vehicle may be removed forthwith and all costs incurred including, but not limited to, additional handling, impound, collection costs, attorney fees, and all court costs connected with the collection of the amount due shall be borne by the Customer, in the manner provided by law, and charged as a fee to the Customer’s Lot(s) in Sudden Valley.
7. The Customer acknowledges that information provided by the Customer is true,

accurate and complete. Customer shall notify the Association of any change in the information, including but not limited to, contact information such as address, phone number, email, etc. Customer agrees to contact the Association in writing when permanently removing the vessel and/or vehicle. No refunds will be given after May 1st.

8. Owner shall not sub-lease or share the slip or storage space.
9. Vessels moored in the Marina must be completely without hazardous conditions as determined solely by the Association, and ready for cruising in local waters. The Association may require that the Customer provide, at no cost to the Association, additional information (such as a marine survey) to establish seaworthiness as a condition of granting, or renewing, this License or any other time that the Association has a reasonable concern regarding seaworthiness of the vessel. .
10. Any fuel or oil that is spilled into the Marina must be reported immediately to the Recreation Center and Administration at 360-734-6430. Spills must also be reported to SVCA Security at 360-319-8200. In the event of a spill, or potential/suspected spill, SVCA must notify Emergency Services and the Department of Ecology. Your contact information as owner of the vessel will be given to those agencies.
11. Only vessel and vessel trailers will be allowed to park in designated dry storage areas. Flatbed, utility, and other types of trailers are not permitted in the Marina.
12. Customer shall submit UP TO DATE registration and insurance once the documents on file expire. If this is not completed the access card will be turned off until current documentation is turned in to the Recreation Center. This can be done by email, fax, or in person.
13. Customer shall park only in the designated spot. Should the boat or trailer be found anywhere other than Customer's assigned spot Security/Recreation Department will attempt to notify you by calling the phone number on file and leaving a message or texting a message to such number. If the boat is not moved within 48 hours following such notification then SVCA may have the boat towed or removed from the water and placed in storage at the Customer's sole cost and expense, which amounts may be charged as a fee against Customer's Lot(s) in Sudden Valley. (Note vehicles not parked within the Marina may not be parked outside of an approved garage, carport, or other appropriately screened area on

any residential property for longer than 72 hours as per SVCA rules and regulations 2.3).

14. The Customer acknowledges that the Association shall not be liable or responsible in any manner for the safekeeping of the vessel it's tackle, gear, apparel, equipment and/or furnishings. In part consideration for the granting of the License herein, the Customer does hereby forever, release and discharge the Association, it's Board, Employees and Agents from any and all claims, demands, or damages for property damage or personal injury arising from or related to the presence of the Customer's Vehicle, or Vessel within the Marina except to the extent and in proportion that such property damage or personal injury is caused by the gross negligence of the Association, it's Board, or Employees. This waiver and release shall be binding upon the heirs, executors and assigns of the Customer. This release is a negotiated term of the economics of the License.
15. In part consideration for the granting of the License herein, the Customer shall save, defend and hold harmless the association, its Board, Employees and Agents from any and all claims, demands or damages for property damage or personal injury arising from or related to the presence of the Customer, the Vehicle or the Vessel within the Marina except to the extent and in proportion that such property damage or personal injury is caused by the gross negligence of the Association, it's Board or Employees. This indemnification and hold harmless is a negotiated term of the economics of the License.
16. This License Agreement shall be governed by Washington law. Exclusive jurisdiction and venue for any dispute arising under this License shall be the Whatcom County Superior Court. Without limiting the foregoing, the Customer specifically waives any jurisdiction of the federal district court or the right to seek removal to the federal district court. The substantially prevailing party in any action to enforce the terms of this License Agreement shall be entitled to an award of its attorneys' fees and costs.
17. The waiver or failure of the Association to enforce any term or condition of this License Agreement shall not be a waiver of any right to enforce this License Agreement.
18. In the event vessels or trailers need to be relocated due to Marina repairs, improvements or work within the Marina, Customer shall be given as much notice as reasonably practicable. In the event Customer does not move the

vessel within the given timeframe, the Association shall have the vessel/trailer relocated at the owner's expense and costs added to the Customer's account associated with the property listed on the Agreement. In the case of an immediate emergency where immediate relocation is necessary, should the Customer not be able to relocate the vessel/trailer, the Association will have the vessel relocated and will notify the Customer, with costs being charged as a fee against the Customer's lot(s) in Sudden Valley.

19. Each vessel and trailer using wet moorage and dry storage must have a current SVCA decal attached for identification purposes. SVCA Staff may place this decal on your trailer and vessel.
20. In the event SVCA must resort to legal action to enforce the terms and conditions of this License, SVCA shall be entitled to an award of its reasonable attorneys' fees and costs.

By signing the Sudden Valley Marina Moorage Agreement, you agree that you have read and will abide by this agreement and the Marina Rules and Regulations (attached).

Printed Name: _____

Signature: _____

Today's Date: _____

Sudden Valley Community Association

Policy: Marina Moorage/Storage License Policy
Policy #: 2018.07
Date: September 27, 2018

Policy

Residents utilizing Sudden Valley Community Association Marina Dry/Wet Moorage and or storage will adhere to the licensed terms and conditions as presented on Attachment A: Sudden Valley 2019 Moorage/Storage License Agreement dated 1/24/2019.

~~SUDDEN VALLEY 2019 MARINA MOORAGE/STORAGE LICENSE AGREEMENT~~

LICENSE Terms and Conditions:

Subject to the terms and conditions set forth herein, the Sudden Valley Community Association ("Association") hereby grants ~~a month-to-month~~an annual license to the Customer for use of an assigned slip. This License is granted subject to the terms and conditions of this License and any Marina Rules and Regulations as they now exist or are from time to time amended.

Failure to comply with all terms and conditions of this License and/or the Marina ~~rules~~Rules and ~~regulations~~Regulations may result in termination of this License upon two days' notice and opportunity to cure.

~~Invoicees~~1. ~~Annual notice of License renewal will be sent in January of each year. The annual fee for marina moorage/storage will~~must be paid by, and ~~February 28th. If payment returned to, has not been received by the Administration Office. Marina moorage/storage will be billed~~Association on an annual basis. Invoices~~that date, this License will be terminated.~~

~~2. This License is granted for the term of one calendar year, commencing on January 1st and ending on December 31st. Customers granted a License at any time during the calendar year will be dated and mailed one month prior to payment due date (payment due dates shall be stated on invoice). required to pay the full annual fee.~~

~~1. Two payment options exist:~~

- ~~• Paying in full by due date~~
- ~~• Pay 25% of invoiced amount by due date and set up automatic bank payments to pay the remainder in~~

~~Updated: 1/24/19~~

~~monthly installments by July 1st of each year. See staff for form to set up payments.~~

~~If the second monthly installment is not received, your lease is voided, and your boat will be impounded. No refund will be issued for the initial deposit.~~

~~3. Moorage/Storage fees are reviewed annually by the Board of Directors and are subject to change ~~without notice~~, effective as of the renewal date, if applicable, of this Agreement. The annual cost will not increase once the license is signed.~~

~~4. Lost marinaMarina boat launch ~~keys~~key cards can be replaced by paying a \$15.00 replacement ~~keycard~~ fee at the ~~Administration Office~~Recreation Department.~~

5. Marina Rules and Regulations Section 10. Use of the Marina, are incorporated into this Agreement by reference, as though fully set forth herein. The Customer shall be responsible for the expense of any maintenance, repair, or replacement necessary to the Association's property as a result of the activities resulting from the use, storage, or maintenance of the vessel and/or vehicle on Association property.

6. Customer further agrees and covenants that upon ~~nonpayment of fees or~~ Customer's noncompliance with the terms of this Moorage/Storage Agreement, including violation of the Marina Rules and Regulations, the vessel and/or vehicle may be removed forthwith and all costs incurred including, but not limited to, ~~late charges, interest,~~ additional handling, impound, collection costs, attorney fees, and all court costs connected with the collection of the amount due shall be borne by the Customer, in the manner provided by law, and ~~assessed charged~~ as a ~~special assessment fee~~ to the Customer's Lot(s) in Sudden Valley.

7. The Customer acknowledges that information provided by the Customer is true, accurate and complete. Customer shall notify the Association of any change in the information, including but not limited to, contact information such as address, phone number, email, etc. Customer agrees to contact the AdministrationAssociation in writing when permanently removing the vessel and/or vehicle. No refunds will be given after May 1st.

8. Owner shall not sub-lease or share the slip or storage space.

2. ~~Customer shall comply with RCW 79.100.150 and RCW 79.100.170 with regard to vessels greater than 65 feet and more than 40 years old.~~

9. Vessels moored in the Marina must be completely without hazardous conditions as determined solely by the Association, and ready for cruising in local waters. ~~Upon approval of this License, the Customer grants permission to the Association, for an on board inspection of his/her Vessel by the Association, city, county, state, or federal representatives, or the vessel shall be deemed unseaworthy. Failure to allow such an inspection shall be cause for termination of moorage. Without limiting the foregoing, the Association is under no obligation or duty to undertake any inspection of any vessel.~~ The Association may require that the Customer provide, at no cost to the Association, additional information (such as a marine survey) to establish seaworthiness.

10. Any fuel or oil that is spilled into the Marina must be reported immediately to the U.S. Coast Guard National ResponseRecreation Center, Department of Ecology, and the/or AdministrationOffice.

11. Only vessel and vessel trailers will be allowed to park in designated dry storage areas. Flatbed, utility, and other types of trailers are not permitted in the Marina.

12. Customer shall submit UP TO DATE registration and insurance once the documents on file expire. If this is not completed the access card will be turned off until current documentation is turned in to the AdministrationOfficeRecreation Center. This can be done by email, fax, or in person.

13. Customer shall park only in the designated spot, ~~unless permission is given by the Association.~~ Should the boat or trailer be found anywhere other than Customer's assigned spot Security/AdministrationRecreation Department will attempt to notify you. If the boat is not moved in a timely manner, upon notification then Security may towhave it and/towed or remove it removed from the water and place it placed in storage at the Customer'sCustomer's sole cost and expense, which amounts may be ~~assessed charged~~ as a ~~special assessment fee~~ against Customer'sCustomer's Lot(s) in Sudden Valley. (Note vehicles not parked within the Marina may not be parked outside of an approved garage, carport, or other appropriately screened area on any residential property for longer than 72 hours as per SVCA rules and regulations 2.3).

3. ~~THE CUSTOMER ACKNOWLEDGES THAT THE ASSOCIATION DOES NOT ACCEPT CUSTOMER'S VESSEL OR VEHICLE FOR BAILMENT OR STORAGE AND SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR ITS SAFE KEEPING AND CONDITION OF ITS TACKLE, GEAR, APPAREL, EQUIPMENT, AND/OR FURNISHINGS. IN PART CONSIDERATION FOR THE GRANTING OF THE LICENSE HEREIN, THE CUSTOMER DOES HEREBY FOREVER, RELEASE AND DISCHARGE THE ASSOCIATION, ITS BOARD, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES FOR PROPERTY DAMAGE OR PERSONAL INJURY ARISING FROM OR RELATED TO THE PRESENCE OF THE CUSTOMER, VEHICLE, OR THE VESSEL WITHIN THE MARINA EXCEPT TO THE EXTENT AND IN PROPORTION THAT SUCH PROPERTY DAMAGE OR PERSONAL INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF THE ASSOCIATION, ITS BOARD, OR EMPLOYEES. THIS WAIVER AND RELEASE SHALL BE BINDING UPON THE HEIRS, EXECUTORS AND ASSIGNS OF THE CUSTOMER. THIS RELEASE IS A NEGOTIATED TERM OF THE ECONOMICS OF THE LICENSE.~~

4. ~~IN PART CONSIDERATION FOR THE GRANTING OF THE LICENSE HEREIN, THE CUSTOMER SHALL SAVE, DEFEND AND HOLD HARMLESS THE ASSOCIATION, ITS BOARD, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES FOR PROPERTY DAMAGE OR PERSONAL INJURY ARISING FROM OR RELATED TO THE PRESENCE OF THE CUSTOMER, THE VEHICLE, OR THE VESSEL WITHIN THE MARINA~~

~~EXCEPT TO THE EXTENT AND IN PROPORTION THAT SUCH PROPERTY DAMAGE OR PERSONAL INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF THE ASSOCIATION, ITS BOARD, OR EMPLOYEES. THIS INDEMNIFICATION AND HOLD HARMLESS INCLUDES CLAIMS BROUGHT BY EMPLOYEES OF THE CUSTOMER AND THEREFORE CONSTITUTES A WAIVER UNDER TITLE 51. THIS INDEMNIFICATION AND HOLD HARMLESS IS A NEGOTIATED TERM OF THE ECONOMICS OF THE LICENSE.~~

14. The Customer acknowledges that the Association shall not be liable or responsible in any manner for the safekeeping of the vessel it's tackle, gear, apparel, equipment and/or furnishings. In part consideration for the granting of the License herein, the Customer does hereby forever, release and discharge the Association, it's Board, Employees and Agents from any and all claims, demands, or damages for property damage or personal injury arising from or related to the presence of the Customer's Vehicle, or Vessel within the Marina except to the extent and in proportion that such property damage or personal injury is caused by the gross negligence of the Association, it's Board, or Employees. This waiver and release shall be binding upon the heirs, executors and assigns of the Customer. This release is a negotiated term of the economics of the License.

15. In part consideration for the granting of the License herein, the Customer shall save, defend and hold harmless the association, its Board, Employees and Agents from any and all claims, demands or damages for property damage or personal injury arising from or related to the presence of the Customer, the Vehicle or the Vessel within the Marina except to the extent and in proportion that such property damage or personal injury is caused by the gross negligence of the Association, it's Board or Employees. This indemnification and hold harmless is a negotiated term of the economics of the License.

16. This License Agreement shall be governed by Washington law. Exclusive jurisdiction and venue for any dispute arising under this License shall be the Whatcom County Superior Court. Without limiting the foregoing, the Customer specifically waives any jurisdiction of the federal district court or the right to seek removal to the federal district court. The substantially prevailing party in any action to enforce the terms of this License Agreement shall be entitled to an award of its attorneys' fees and costs.

17. The waiver or failure of the Association to enforce any term or condition of this License Agreement shall not be a waiver of any right to enforce this License Agreement.

~~5. The Association reserves the right to move and/or re assign the vessel to a different slip or storage location at any time as deemed reasonably necessary by the Association. By way of example, and not limitation, the Association may temporarily relocate the vessel to another slip or to upland storage as necessary to conduct repairs, improvements, or work within the marina. As such, Customer shall store the vessel trailer with SVCA at all times the vessel is located within the marina so that the Association can store the vessel on the trailer if necessary. By way of further example, and not limitation, the Association may re assign the Customer's vessel from one slip to another at any time.~~

18. In the event ~~the vessel must vessels or trailers need to~~ be relocated ~~pursuant~~^{due} to Paragraph 19, above, ~~Marina~~ ~~repairs, improvements or work within~~ the Association will provide ~~Marina~~, Customer with five days' ~~shall be given as much notice to move the vessel as reasonably possible~~. In the event ~~that the~~ Customer does not ~~timely~~ move the vessel ~~within the given timeframe~~, the Association shall be authorized to relocate ~~have~~ the vessel with all/trailer relocated at the owner's expense and costs ~~charged~~^{added} to the Customer's account and/or assessed against its Lot(s) as a special assessment. Additionally, in the event the Association relocates the vessel hereunder, the Customer shall save, defend, and hold the Association harmless from any and all associated with the property damage to the vessel during such relocation except for any such damage caused by the Association's gross negligence. The Association shall be authorized to relocate the vessel without notice to Customer in the event listed on the Agreement. In the case of an immediate emergency where immediate relocation is necessary, should the Customer not be able to relocate the vessel/trailer, the Association will have the vessel relocated and will notify the Customer, with costs being charged as a fee against the Customer's lot(s) in Sudden Valley.

19. Each vessel and trailer using wet moorage and dry storage must have a current SVCA decal attached for identification purposes.

~~twenty (20) days' notice to Customer. In the event of such a termination, the Association shall reimburse Customer for any previously collected~~

RELEASE:

~~By signing the Sudden Valley Marina Moorage Agreement, you agree that you have read and will abide by this agreement and the Marina Rules and Regulation~~



Sudden Valley Community Association

1850 Lake Whatcom Boulevard, Bellingham WA 98229

360-734-5320

www.suddenvalley.com

BOARD OF DIRECTORS MEMO

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

From: **Jo Anne Jensen, General Manager**

Date: **December 11, 2025**

Subject: **Resolution for Association Signing Authority**

Purpose

SVCA bylaws state in Article IV, Section 11, that all agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by at least two officers of the board. The following resolution explicitly grants current officers the authority to execute such documents on behalf of the Association. This type of resolution is sometimes required by the entities with whom we sign contracts, assuring them that the individuals signing contracts have the power to do so.

Recommendation

I recommend that the Sudden Valley Board of Directors adopt the Resolution for Association Signing Authority.

Motion

I move that the Sudden Valley Board of Directors adopt the Resolution for Association Signing Authority.

Resolution for Association Signing Authority

The undersigned officer(s) of the Sudden Valley Community Association, a Washington non-profit corporation, hereby certify that the following resolutions have been adopted by the Board of Directors ("Board"):

RESOLVED, that the Board is hereby authorized and approved to authorize and empower the following individuals to make, execute, endorse, and deliver in the name of and on behalf of the Corporation, but shall not be limited to, any and all written instruments agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, checks, drafts, promissory notes, and other instruments of whatever nature entered into by this Corporation.

FURTHER RESOLVED, that the Board is hereby authorized and approved to authorize and empower the following individuals as signatories on all Corporation bank accounts held at all financial institutions.

FURTHER RESOLVED, that the Board is hereby authorized and approved to authorize that all other signing authority resolutions are superseded by this resolution.

Authorized Individuals:

Keith McLean, President

Thomas Henning, Vice President

Taimi Van De Polder, Secretary

Jean Maixner, Treasurer

IT IS HEREBY CERTIFIED that the foregoing resolutions were duly adopted at a meeting of the Board held in accordance with the Governing Documents and applicable law. It is further certified that the Board has full power and authority to bind the Corporation in accordance herewith and that the foregoing resolutions are in full force and effect as of this date, that the resolutions have not been altered, amended, modified, or rescinded, and that the same shall be true, valid, and binding upon the Corporation.

Sudden Valley Community Association, a Washington non-profit corporation

By: _____

Keith McLean, President

By: _____

Thomas Henning, Vice President

By: _____

Taimi Van de Polder, Secretary

By: _____

Jean Maixner, Treasurer



Sudden Valley Community Association

1850 Lake Whatcom Boulevard, Bellingham WA 98229

360-734-5320

www.suddenvalley.com

BOARD OF DIRECTORS MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: December 11, 2025
Subject: Resolution for Credit Card Borrowing

Purpose

To obtain board approval for an update to Association credit card borrowing.

Background

While most purchases made by the Association are paid via check, some vendors require that a credit card be on file. An example of a situation where a credit card is required is subscriptions for online accounts. In other situations, a purchase must be paid for before it can be delivered, and a credit card is the most convenient and time-effective method for accomplishing this.

Recommendation

I recommend that the SVCA Board of Directors approve the proposed Resolution for Credit Card Borrowing.

Motion

I move that the SVCA Board of Directors approve the proposed Resolution for Credit Card Borrowing.

Resolution for Credit Card Borrowing

Whereas it is approved to obtain credit card privileges for purposes of charging certain expenses relative to the business affairs of the Association, be it:

RESOLVED, that:

1. The Whatcom Educational Credit Union Business Visa Credit Card Agreement ("Agreement) is approved.
2. Business Visa Credit Card accounts are authorized with the following named card holders and stated credit limits per account at the Whatcom Educational Credit Union:

Account	Card Holder	Credit Limit
Account #1	Jo Anne Jensen, General Manager	\$10,000
Account #2	Kevin LeDuc, Golf Director	\$5,000
Account #3	Michael Brock, Maintenance & Facilities Manager	\$15,000
Account #4	Gregory Wadden, Turfcare Manager	\$5,500
Account #5	Joel Heverling, Finance Director	\$5,000

3. Joel Heverling, CPA, Finance Director, or any future Finance Director for the Association, shall be authorized to request information on any of the accounts, cards, and/or transactions, and when applicable, cancel, place holds, and reassign cards per position as listed.
4. This Corporate Credit Card Resolution shall continue to be in full force and effect until express written notice of its rescission, modification, or termination has been received by Whatcom Educational Credit Union. Additionally, this Corporate Credit Card Resolution supersedes any other Credit Card Resolution previously approved by the board.

IT IS HEREBY CERTIFIED that the foregoing resolutions were duly adopted at a meeting of the Board held in accordance with the Governing Documents and applicable law. It is further certified that the Board has full power and authority to bind the Corporation in accordance herewith and that the foregoing resolutions are in full force and effect as of this date, that the resolutions have not been altered, amended, modified, or rescinded, and that the same shall be true, valid, and binding upon the Corporation.

Sudden Valley Community Association, a Washington non-profit corporation

By: _____
Keith McLean, President

By: _____
Thomas Henning, Vice President

By: _____
Taimi Van de Polder, Secretary

By: _____
Jean Maixner, Treasurer



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BOARD OF DIRECTORS MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: December 11, 2025
Subject: Request for Appointment of Elected ACC Members

Purpose

To obtain board appointment of the elected members of the Architectural Control Committee (ACC).

Background

Changes to the Washington State statutes governing HOAs will become effective on January 1, 2026. One of these changes is the requirement that committee members be appointed by the Board of Directors. SVCA bylaws mandate the election of ACC members. To respect the provisions of the SVCA bylaws and comply with the WA state requirement to appoint committee members, SVCA's legal counsel recommended that the board of directors appoint the elected ACC members.

Analysis

The following individuals have been elected to the ACC:

- Daniel Rodriguez (Chair), elected in 2022
- Jo Jean Kos, elected in 2023
- Patric Zwolenski, elected in 2023
- Dan Vink, elected in 2024
- Terry Niblack, elected in 2025

Recommendation

I recommend that the SVCA Board of Directors appoint these five Association members in good standing to the ACC.

Motion

I move that the SVCA Board of Directors appoint Daniel Rodriguez, Jo Jean Kos, Patric Zwolenski, Dan Vink, and Terry Niblack to the ACC.