

PINE MEADOW RANCH OWNERS ASSOCIATION  
MONTHLY BOARD MEETING  
RANCH MANAGER'S OFFICE  
PINE MEADOW RANCH  
DECEMBER 19, 2017

In Attendance: Tony Tyler - President; Dan Heath - Vice President; Pamela Middleton, Secretary; Jonathan Hoffman (Area 1); Jeremy Jespersen (Area 2); Robert Walthall (Area 4); Bruce Hutchinson (Area 5); Kirby Wilson (Area 6); Tom LeCheminant (Area 7)

Ex Officio: Jody Robinson, Ranch Manager; Robert Rosing, Legal Counsel; Carol Steedman, Administrative Secretary

Excused: Joe Pagel (Area 3); Andrew Pagel, Treasurer

Guests: Peter Tilton, Lot FM-83C & 84C; Byron Harvison, Lot D-87; Bill Bennelli, Lot D-85; Ethan Lamiman, Lot D-158-A; Saarel, Lot B-36; John Baker, Lot D-10; Brett Davis, Lot FM-94.

Tony Tyler called the meeting to order at 6:52 p.m.

### **Approval of Minutes**

#### October 17, 2017

Tony Tyler reminded everyone that due to the Annual Meeting in November the minutes from October 17, 2017 had not been approved.

MOTION: Pamela Middleton moved to APPROVE the minutes of October 17, 2017 as written. Dan Heath seconded the motion.

VOTE: The motion passed. There were two abstentions.

#### November 14, 2017

No one had read the Minutes and the approval was tabled to the next meeting.

#### Budget Meeting – November 2, 2017

No one had read the Minutes and the approval was tabled to the next meeting.

### **New Construction/Additions**

No plans were submitted and there was nothing to discuss.

### **Ranch Manager's Report**

Jody reported that the equipment was in good condition and running well. He requested approval for a couple of viber motors for the new sander. He had found two on E-Bay at \$99 each, which was a good price. Jody noted that he had to install motors on the other sander. It helps to feed the sand out so it does not bridge over.

Mr. Tyler explained that for items under \$1,000, Jody calls Mr. Tyler and requests to purchase the item. Mr. Tyler usually authorizes the purchase because Jody needs it immediately. The expenditure is approved by the entire Board at the next meeting.

Jody reported that he has primarily been fixing signs around the Ranch and doing equipment maintenance to get ready for winter.

Mr. Tyler asked if the sand shed was full. Jody replied that he filled the sand shed two months ago. There was enough propane for the office.

Mr. Tyler asked Jody how the new truck and plow were working out. Jody replied that it was really good. He was having issues with the Ranger but he had put it away for the winter.

Jody stated that Randy was working out really well and he is a dependable assistant. He also understands what Jody needs him to do.

Someone asked about the old roller. Jody stated that it needs a starter and a battery before he can move it. Mr. Tyler asked if they should see if anyone was interested in purchasing it or selling it. Jody estimated that the cost for a starter and battery would be approximately \$600. Mr. Tyler believed the pure scrap value was approximately \$3,000-\$4000. Mr. Tyler questioned whether it was worth spending \$600 on a battery and starter. Jody pointed out that it would be next Spring or Summer before he could get it off the Mountain. Mr. Tyler asked Jody to find out whether or not they would be able to sell it.

Jonathan Hoffman commented on the last snow storm and asked if Jody had made it all the way up Forest Meadow to Arapaho or just to Junction Court. Jody replied that he had gone across Arapaho. Mr. Hoffman asked if he made the loop from the Ranch Manager's office all the way around. Jody answered yes, based on a request from Mr. Tyler.

## **Water Company Report**

Tom LeCheminant reported that aside from signing checks and minor discussions the Water Meeting was basically a company party.

## **HOA Board Election Results**

Mr. Tyler reported that 21% of the overall shareholders had voted. A total of 169 votes were received.

Mr. Tyler pointed out that for the Annual Meeting on November 14<sup>th</sup> there were three items on the agenda. They approved the 2016 Annual Meeting Minutes 82-3; they approved the Assessment Schedule 76-9; and they approved the 2018 Budget 76-9. They received 85 total votes or 11% of the shareholders who attended the annual meeting.

For the mail-in election ballot, they received 169 responses or 21% of the Mountain.

Mr. Tyler reported that Tom LeCheminant and Scott Boyle were the candidates for Vice-President. Tom LeCheminant won with 104 votes to 64 votes; 62% versus 38%. Pamela Middleton was the candidate for Secretary and she received 119 votes. Andrew Pagel was the candidate for Treasurer and he received 113 votes. Ms. Middleton and Mr. Pagel had run unopposed. Jonathan Hoffman ran for the Area 1 Representative position, and he won with 30 votes. Joe Pagel ran for the Area 3 Representative position and he won with 14 votes. Robert Walthall ran for the Area 4 Representative position, and he won with 19 votes. Kirby Wilson ran for the Area 6 Representative position and he won with 15 votes. Mr. Tyler noted that Tom LeCheminant also ran for the Area 7 Representative position and won with 26 votes.

Mr. Tyler noted that there were three write-in candidates. Two were for Area 7. Byron Harvison received 4 votes and Dustin Kilbourne received 1 vote. For Area 1, Roland Bazail, received two write-in votes.

Mr. Tyler stated that the Board had discussed the process and because Mr. LeCheminant was elected for Vice-President, the Area 7 Representative was an open position. The Board would then appoint an Area Representative for Area 7. Mr. Tyler asked if the Board wanted to appoint Byron Harvison to the Board since he had received four write-in votes during the election, or whether they preferred to recruit a volunteer for Area 7.

Mr. Harvison explained that he was informed by Mr. LeCheminant that he had received four write-in votes. He was unsure why that happened because no one knew him or his qualifications. Mr. Tyler noted that John Baker, Lot D-10 was also interested in the Area 7 Rep position. John stated that Byron could have the position if he was interested.

The Board asked Byron to introduce himself and provide a brief bio.

Byron Harvison stated that he and his wife purchased property in April of this year. They are Utah transplants and he is a full-time General Counsel for the National Guard in Draper. He and his wife started the Wasatch Waldorf Charter School several years ago but they are no longer involved. He is the Chairman for the American Alpine Club, Salt Lake City. He and his wife are civically oriented. His is a full-time owner on the Ranch and commutes to Draper for work every day. Since moving to the Ranch in April he has met a lot of people on the Mountain in a personal capacity. Mr. Harvison was willing to be the Area 7 Representative; however, he was surprised that he had received write-in votes.

Someone asked if there needed to be a ratio of full-time to part-time residents on the Board. Mr. Tyler explained that the Water Company has to have a ratio of full-time to part-time on their Board, but the HOA does not have that requirement. It was noted that the HOA currently has two part-time residents on the Board.

MOTION: Jonathan Hoffman moved to appoint Byron Harvison as the Area 7 Representative. Kirby Wilson seconded the motion.

VOTE: The motion passed unanimously.

### **HOA Member Survey**

Mr. Tyler noted that emails were circulated among the Board regarding what should or should not be included. He recommended that the Board appoint one or two Board members to come up with the questions, and then come back to the Board with their suggestions. Mr. Hutchinson recalled that they had previously done that, but between the Annual Meeting and the holidays nothing was done. Pam Middleton recalled that she, Dan Heath, and Bruce Hutchinson had volunteered to work on the survey. Mr. Heath stated that he had taken the old statistics and tried to form it into a question. He believed that was the best place to start. He recalled that he had sent the draft questions to the Board. Ms. Middleton suggested that the three who had volunteered should schedule a time to meet and go through the questions, and tailor it to the things it should cover. Mr. Heath thought it was important to ask pertinent questions to get an

idea of how things have changed since the last survey.

Mr. Tyler noted that the next meeting would be January 16, 2018. Mr. Heath would be on the Board until January. At the January 16<sup>th</sup> meeting the Board would look at the questions compiled by Mr. Heath, Ms. Middleton, and Mr. Hutchinson, and try to finalize the survey to be sent out.

### **Snowplowing RFP**

Mr. Tyler stated that the goal this evening was to come up with additional comments that need to be included; and to make sure it is in a form that the Board agrees to in the way it is produced. The RFP needs to be distributed as quickly as possible in order to get responses before the heavy snow.

Mr. Tyler briefly reviewed the language and details of the RFP. In response to a question about whether the RFP should have specific geographic details marking the beginning and end road responsibility, Mr. Tyler answered yes, and he offered to help create an exhibit to be attached to the RFP. The time frame outlined in the RFP was plowing between January 1 through May 15, 2018. Mr. Tyler noted that occasionally there are snow storms after May that requires removal. He suggested changing the timeline to the winter season 2017/2018.

Mr. Hoffman asked if they should loop around to next winter beginning in November. Mr. Tyler answered no, because he hoped to be better prepared by then. Mr. Hoffman suggested adding, "not to exceed July 31". Mr. Tyler agreed.

Mr. Tyler continued reading from the RFP; the Background Information. Someone questioned why the RFP referenced 850 lots because that was inaccurate. Mr. Tyler offered to replace 850 lots with the actual number. Mr. Tyler continued reading from the RFP, which included the specific route and specific details for plowing. He suggested changing some of the language to say, "maintain the width of roads not less than the width of two standard vehicles, unless otherwise constrained by the actual width of the road". The RFP also outlines the length of the contract with the option to renew the following season; as well as terms of payments and insurance requirements. The RFP should also include a detailed map with the route.

Mr. Tyler reviewed the language in the RFP on how to submit a proposal and the deadline for accepting the RFP. The returned RFP should also include 1) the type of equipment that would be used for snow removal; 2) a summary of recent relevant experience; 3) a firm estimate of the fees to be charged and an estimate of expenses that would be reimbursable by the HOA; 4) resumes of all individuals who would be

involved in the removal of snow. Mr. Tyler believed the resumes could be limited to anyone operating the equipment. 5) names, phone numbers, email addresses of at least three clients in the past 18 months who can be contacted as references.

Mr. Tyler requested that the Board discuss the route and the terms. He noted that historically the HOA has plowed from the winter parking lot around Valley View to near Valley View Circle. Last year and the year before that, the HOA plowed Arapaho, as well, to connect to Forest Meadow, because there were times when Valley View would blow closed. Those were the only routes that the HOA plowed. There were at least three or four times when the snow was heavy and it took an extra day to get to the Arapaho route. Mr. Tyler remarked that there was one primary route and a second route whenever they could get to it.

Brett Davis, Lot FM-D-115, stated that it was never very long before it was plowed. He would wait until the next day to go up and it was always done quicker than he expected.

Mr. Tyler stated that from an HOA standpoint, Jody and Randy were planning to plow from the highway to the winter parking; and then from winter parking around to Arapaho to Forest Meadow Road, all the way to the freeway. Someone asked if they intended to stop at Valley View. Mr. Tyler replied that it was a question he wanted to discuss. Mr. Tyler remarked that in his opinion, if the HOA is plowing all of Forest Meadow Road all the way out, there was no reason to plow Valley View. He would have no objection if a private individual wanted to plow it. If the HOA plows a connecting route, that would be sufficient.

Mr. Tyler asked Jody what he and Randy could feasibly handle in addition to the route from the highway to the gravel pit. Jody stated that they plan on plowing from the freeway to the gravel pit on that side, and from the freeway to Junction Court on the other side. Mr. Tyler clarified that a connection needs to be plowed from Junction Court to the gravel pit.

Brett Davis understood that the previous motion by the Board was to plow from Arapaho all the way down Forest Meadow to the bottom. He asked if there was logic behind Jody's preference, because in his opinion, going from the gravel pit to Forest Meadow makes less logistical sense than plowing Forest Meadow all the way down. He could not understand why they were swapping the gravel pit to Forest Meadow for Junction Court to the dumpsters. Jody stated that this year they took on plowing from the dumpster to Junction Court, which wasn't done in the past. Mr. Davis noted that the motion was Arapaho all the way down Forest Meadow to the dumpsters. Mr. Tyler explained that Mr. Davis was saying that the initial route that the Board voted was to pick up where the connector left off at Arapaho, and go from that point all the way down

to the highway.

Mr. Tyler asked Jody if he would rather plow from the gravel pit through Arapaho to Forest Meadow; or if he preferred to plow from Junction Court to the freeway. Jody replied that he planned on doing Junction Court to the freeway. They intend to plow the two main arteries. Mr. Tyler reiterated that his question was which route Jody would prefer to plow. Jody preferred the Junction Court route. His reasoning was to plow the two main arteries. Mr. Tyler clarified that Jody wanted to control the quality of the plowing for the two main roads into the Ranch. Jody answered yes.

Mr. Davis stated that he was playing the devil's advocate because the Board had voted on one route and that was changed administratively. Mr. Tyler understood his position, and noted that the Board would vote on the entire plow route once they piece it all together.

Mr. Tyler pointed out that there was data showing how much it costs to plow from Arapaho to the bottom, but there is not data for what it costs to plow from Arapaho to the gravel pit. Mr. Tyler suggested providing two options in the RFP. Option 1 could be to plow from the gravel pit to Junction Court. Option 2 could be to plow from Arapaho at Forest Meadows all the way down to the bottom. They could also ask for a bid on a specified route, and give the plowers the option to bid on an alternate route.

Someone asked what would happen if no one bids on the RFP. Mr. Tyler replied that they do not have a Plan B if no one responds.

Someone asked if the bid would be a lump sum or whether it would be an amount not to exceed. Mr. Tyler thought that was a good question. He would prefer an amount not to exceed; however, that creates an accounting requirement for the HOA. Mr. Tyler pointed out that there are many factors involved in choosing one proposal over another; such as type of equipment, experience, the hourly rate, a lump sum versus a not to exceed, etc.

Mr. Tyler asked the Board members if they wanted to go with a preferred route and allow people to bid an alternate. The majority answered yes. Mr. Tyler would draft language for a preferred route with an alternate capability. The second issue is payment. The payment terms could be a lump sum or a not to exceed. Someone asked how payment would be made. Mr. Tyler replied that it would be paid off of a monthly invoice. He thought the Board should define the payment terms. He typically sees a net 30 days to pay once the invoice is received. The Board concurred with the 30-day payment structure. If it is a lump sum bid, the contractor should provide his payment terms in the RFP.

Mr. Tyler asked about insurance and whether a \$1 million policy is adequate. He thought they should add details in the RFP stating that the HOA needs to be an additional named insured. Mr. Tyler noted that the HOA carries a general liability policy for all of their operations. He was unsure of the exact number, but recalled that it was a \$2 million base policy with an umbrella. He believed the HOA had a total of \$5 million of liability coverage. He would not expect a snow plow contractor to carry a \$5 million policy.

Someone noted that requiring the contractor to carry an insurance policy might increase the cost for plowing. Robert Rosing suggested that it might be less expensive if they could possibly include it as a rider on the HOA policy. Mr. Tyler asked Carol to research various options with the insurance company.

Mr. Tyler stated that his intention was to provide specifics on the major items, and task Jonathan Hoffman with finalizing the agreement and submitting it to the Board for review. Carol would email the insurance information to Mr. Hoffman. The Board would vote on the finalized RFP before it goes out.

Mr. Tyler requested discussion regarding the standards. To give the Board an idea of what the standards of plowing should include, he mirrored the language in the plowing document he signed, which basically says; 1) We agree to the following standards. Plowers shall clear roads when a minimum of six-inches of snow accumulates on the roadways within the area as defined in Exhibit A. 2) Plower shall begin clearing roadways by 5:00 a.m. on snow days, and will use commercially best efforts to accommodate early and late road use by the members during and immediately after the snow storms. 3) On request of the Manager, the plower shall clear or widen the roadways regardless of the amount of snow or slush that has accumulated. The Area Manager shall not unreasonably request roadways to be cleared without dangerous or unpassable conditions.

Someone asked if the present relationship with Jody would continue with the new plower. Mr. Tyler stated that he intended to ask Jody to manage the snow plowing with whoever they contract with. Mr. Tyler continued. 4) Plowers shall clear roadways to a minimum width of 16-feet unless the actual road width is less, which allows vehicles to pass safely as they travel in opposite directions. 5) Snow pack conditions are preferred, but hills may be sanded if necessary, and at additional cost to the area, to prevent hazardous conditions. Mr. Tyler did not believe this language was necessary because Jody would do the sanding. He had added language stating that the use of salt or other de-icers to melt snow and ice is strictly prohibited. 6) Plower shall leave a sufficient amount of snow on the roadway for snow machines to travel if practical. 7)

Plower shall push or blow snow from roadways to an existing drainage ditch in order to provide for drainage in the Spring runoff where possible. 8) The area agrees to conspicuously mark fire hydrants, culverts, power boxes and other roadside obstacles with high visibility markers to prevent damage to snow removal equipment. Hydrant markers should be identifiable. And markers should be removed in the Spring after the thaw. An example of acceptable markers includes 8-10 foot-tall PCV piping; painted to designate fire hydrants where applicable. Mr. Tyler thought the language should say that the HOA requires the plower to post the markers and the HOA will not be responsible for any related damage. 9) Plower shall be respectful of individual cabin owner's driveway access and shall not intentionally plow a snow berm blocking an owner's driveway. Area understands that the snow removal process may leave an unintentional berm along the roadway which may require normal clearing on individual driveways.

Mr. Tyler did not believe the remaining standards in his signed document applied. He commented on the scenario of the plower's equipment breaking down during or after a major snow. In his particular case as a plower, when that happens he has to notify the Area Manager and he is responsible for the payment to someone else to plow. He read from his signed document, "In the event that equipment is unavailable for maintenance, damage or repairs that would cause the plower to be non-compliant with the terms of this agreement, the plower shall arrange for another individual or group to clear the area. When such an emergency event occurs, plower shall notify the area's manager and shall be responsible to such individual or group for plow services. Such emergency event shall not constitute a default under the terms of the agreements. Mr. Tyler noted that his document also has language addressing default. He would forward the document to Mr. Rosing to aid in drafting the RFP.

Mr. Hoffman remarked that the discussions regarding the management of the route is that it should not be just one person, because it is probably not something that a single individual could accommodate. They previously talked about FMEEF doing it, but he understood that the relationship of FMEEF is voluntary and contractual, and he did not want to change that relationship. Mr. Hoffman assumed it would be a similar structure with similar people who were managing the removal of snow within FMEEF contracting with some group.

Mr. Tyler asked if there were other key points that should be included in the snow plowing RFP. Ethan Lamiman, Lot D-158A, thought the language should say leaving a minimum 3" snow base on the road versus an approximate. He pointed out that 0" is approximately 3". Mr. Hoffman thought the terminology in the standards provide protection to waiver in certain situations. Mr. Tyler suggested that they could revise the language to just leave a sufficient amount of snow on the roadway for snow machines

to travel, if practical. Several people in the audience preferred something more objective.

Bill Bennelli clarified that the RFP was a one-year agreement. Mr. Tyler replied that he was correct. Mr. Bennelli asked if it would set standards for the following year. Mr. Tyler remarked that it would be a learning experience but it would not set any precedent. It was noted that the agreement was for the season and not a full year.

Someone asked if they had defined the preferred route. Mr. Tyler stated that the preferred route was from the gravel pit to Junction Court via Arapaho. He reiterated that if someone wanted to plow a different route, they would be given the option to provide an alternate route and the cost.

MOTION: Tony Tyler made a motion to allow Jonathan to finalize the snow plowing RFP and send it out subject to the feedback regarding insurance and the Board seeing a first draft. Dan Heath seconded the motion.

VOTE: The motion passed unanimously. Mr. Hoffman abstained.

### **Miscellaneous**

Mr. Tyler reported that the HOA has a \$5,000 contribution from Deer Meadows that was supposed to go to recreation areas on the Ranch. The Board needs to figure out what to do with that money. Mr. Hutchinson clarified that the contribution was not given specifically for recreation. The HOA could use the money on whatever they want. In the interest of time, that discussion would take place at a future meeting.

Mr. Tyler noted that Tom LeCheminant would like to streamline some items in the Lot Improvement Plan and Agreement. Mr. Tyler told him to make the suggested changes and bring it to the Board.

### **Monthly Budget Review**

In the interest of time, the Board did not do the typical monthly budget review. However, the Board needed to approve the unpaid bills as presented in the packet.

MOTION: Tony Tyler made a motion to pay the bills as shown on the budget review. Dan Heath seconded the motion.

VOTE: The motion passed unanimously.

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The meeting of the Pine Meadow Owners Association Board adjourned at 8:07 p.m.

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