

Approved
January 17, 2017
as written

PINE MEADOW RANCH OWNERS ASSOCIATION
MONTHLY BOARD MEETING
SHELDON D. RICHINS BUILDING
PARK CITY, UTAH
DECEMBER 20, 2016

In Attendance: Tony Tyler – President; Dan Heath – Vice President; Honey Parker, Secretary; Matt Brown (Area 1); Alan Powell (Area 3); Tom Deaver (Area 4); Bruce Hutchinson (Area 5); Mike Gonzales (Area 6); Tom LeCheminant (Area 7).

Matt Brown and Alan Powell arrived later in the meeting.

Ex Officio – Jody Robinson, Ranch Manager

Excused: Jeremy Jespersen (Area 2)

Guests: Jodi Taylor, Area 3; Ethan Lamimam, Lot FM-D-158-A; Kirby Wilson, Lot G-24A; Mike Lloyd, Lot PI-D-45; Roy Parker, Lot G-85; Jonathan Dembs, Lot FM-D-174; Carolyn Strathern, Lot F-50.

The meeting was called to order at 6:32 p.m.

Approval of Minutes

Mr. Tyler noted that the Board needed to Approve three sets of minutes; the Regular Board Meeting on October 18, 2016, the Budget meeting on October 25, 2016, and the Regular Board Meeting on November 15, 2016.

MOTION: Honey Parker moved to APPROVE the Minutes of the October 18, 2016 Regular Board Meeting. Tom LeCheminant seconded the motion.

VOTE: The motion passed. Tom Deaver and Mike Gonzales abstained from the vote.

MOTION: Tony Tyler moved to APPROVE the Minutes of the October 25, 2016 Budget Meeting. Tom LeCheminant seconded the motion.

VOTE: The motion passed. Honey Parker, Tom Deaver and Mike Gonzales abstained from the vote.

MOTION: Tony Tyler moved to APPROVE the Minutes of the November 15, 2016 Regular Board Meeting. Honey Parker seconded the motion.

VOTE: The motion passed. Tom Deaver abstained from the vote.

Ranch Manager's Report

Jody reported that very little was happening other than just pushing sand. He had not

been able to find a helper yet.

Mr. Tyler asked if the sand shed was full. Jody replied that it was half full. He anticipated having to refill the sand shed sometime in February.

All the equipment was running well with the exception of the tire on the grader. Jody stated that he would need to purchase a new tire for the grader. Mr. Tyler explained that the grader blew out a tire during the last storm. Jody would contact Moore Tire for a cost estimate. He thought it would be approximately \$400.

MOTION: Dan Heath made a motion to authorize Jody to purchase a tire for the grader. Tom Deaver seconded the motion.

VOTE: The motion passed unanimously.

Jody informed the Board that they would need to purchase four additional tires next year because the back tires will not last through another winter. The dump truck would also need new tires. Jody assumed they would have to purchase new tires in the Spring.

Water Board Update

Mr. Tyler had not attended the last Water Board Meeting. It was a remote meeting due to bad weather.

Mr. Tyler understood that one meter had frozen, broke, and a significant amount of water was lost. The owners have asked for a one-time reduction, which the Board was currently reviewing.

Mr. Deaver asked if this was the owner who had not shut off his meter when they left for the winter. Mr. Tyler answered yes. Mr. Deaver assumed that the break would not have occurred if the meter had been shut off. Mr. Tyler believed that was accurate. He explained that the one-time reduction does not differentiate reasons.

Legal Counsel

Mr. Tyler stated that everyone was interested in getting new legal counsel on retainer to review and discuss the governing documents and provide direction. He reminded the Board members that he had recused himself from interviewing the two attorney due to a relationship with one of the attorneys; and he would not be part of the selection process. He opened the floor to the Board members to determine how they wanted to

proceed.

Mr. Gonzales recalled that at the last meeting the Board voted to commit to hiring an attorney they thought would better service the HOA. However, Mr. Heath had rejected the idea of hiring an attorney and he asked him to explain his objection.

Mr. Heath thought it was important to have an open discussion. If anyone had strong feelings one way or another, it was important to give their opinion. Ms. Parker thought there was a strong preference at the last meeting, and one of the reasons for waiting to formally make the decision was to give Matt Brown the opportunity to be at the meeting because he had been instrumental in contacting the attorneys and setting up the interviews. She recalled that the Board wanted to hear Mr. Brown's opinion and whether he concurred with the other Board members.

Mr. Gonzales stated that the Board unanimously preferred Robert Rosing. Since that was the majority, he was unsure why they should wait for Matt Brown. Ms. Parker clarified that her comment had nothing to do with voting. She was only interested in hearing Mr. Brown's opinion.

Mr. Gonzales pointed out that Matt Brown was absent again, and he did not think they should defer the vote. Mr. Tyler stated that his intention was not to defer at all. Even though he was conflicted out of this particular issue, he would like the Board to make a decision. Mr. Tyler believed it was in the best interest of the Board and the Ranch owners to start the review as quickly as possible. If there was consensus among the Board Members who were at the last meeting, they should have that discussion and vote to hire that attorney.

Mr. Tyler asked if there was discussion regarding scope of work for the cost that was estimated. Mr. Gonzales stated that both attorneys had the same plan. They would review the existing documents to see where the HOA stands today, and they would also examine what it would take to contact all the members, and which CC&R documents are out there. He clarified that both attorneys would perform the same service. Mr. Gonzales thought it was important for the Board to make the decision this evening on who would be performing the service before they create a contract. Each attorney would do whatever they are hired to do. The first step is to make a decision on who to hire.

Mr. Tyler suggested that they identify the person to hire, have them prepare a contract for the Board to review that would specify the scope, and the Board would review the scope prior to starting the work.

Tom Deaver stated that he had not attended the meetings because he was ill, but in the documents he read was that one attorney had quoted \$267 per hour. The other attorney estimated a total cost of \$15,000 for the work. Mr. Gonzales recalled that the attorney charging \$267 an hour had also said he would delegate a lot of the work to his underlings. Mr. Deaver understood that Robert Rosing was more experienced in this type of work. Mr. Gonzales agreed that it was his expertise.

Mr. Tyler stated that someone needed to contact the chosen attorney and begin the process to create a contract and bring it to the Board for review of overall scope. Mr. Gonzales preferred a committee versus one Board member. He clarified that he would not be on the Board, but he was willing to be a member of the committee since he was familiar with both attorneys.

Jodi Taylor asked if she was allowed to be on the committee. Mr. Tyler believed any members of the community could sit on the committee. Mr. Gonzales thought they could and should be creating community committees. Ms. Parker liked the idea of a community committee to take some of the pressure off the Board and their focus would be on one issue.

Roy Parker stated that he had met both attorneys and he was willing to help. Mr. Tyler asked Mr. Parker for his opinion on both attorneys. Mr. Parker stated that he met with Robert Rosing twice, and he spoke with the other attorney on the phone. His impression was that based on his experience and expertise, and based on his proximity, Mr. Parker felt strongly that Mr. Rosing was preferable to servicing their needs. Mr. Tyler believed that Mr. Parker's experience gives credibility to his opinion.

Mr. Tyler agreed with Mr. Gonzales' suggestion to create a committee to handle the contract and the scope of work. Mr. Deaver clarified that the Board would vote this evening to choose which attorney to hire, and the committee would work on the contract and scope. Mr. Tyler replied that he was correct.

Ms. Parker was comfortable with that approach, but she asked about the procedure to inform the owners about the committee and how to get involved if they are interested. Mr. Gonzales remarked that the meeting minutes would be public, and they should also post it on the website.

Alan Powell arrived.

MOTION: Mr. Gonzales made a motion to hire Robert Rosing to perform the CC&R Review and Revision that the Board intends to have completed for the HOA.

Mr. Tyler requested that the motion expand the scope to include all governing documents and not just the CC&Rs. Mr. Gonzales preferred to let the committee make that determination.

Roy Parker recommended that the Board hire an attorney and that the scope should be to review governing documents. At the same time, he highly recommended that the Board put a ceiling on the attorney cost of \$15,000, and let the committee work with Mr. Rosing to create the scope and focus of his work.

Mr. Deaver asked if Mr. Rosing had indicated that he would delegate some of the work to his underlings. Mr. Parker understood that Mr. Rosing would do the work himself. He is Counsel to Timberlakes and he would also be available to work with the Board.

Mr. Gonzales thought the CC&Rs were the most critical, but he was not opposed to amending his motion to include all governing documents. However, he did not think they should put a ceiling on cost at this time. Mr. Tyler was uncomfortable not having a ceiling. If the Board agrees to \$15,000 and it reaches \$11,000 before the work is finished, they could amend the amount. Mr. Gonzales thought it was important to hire the attorney first and then discuss cost based on the scope of work. Mr. Deaver expressed his concern for not including a ceiling in the motion. He was uncomfortable with an open-ended motion that did not include some type of budget.

Mr. Gonzales withdrew his motion.

Mr. Powell favored the idea of hiring Robert Rosing. He also thought a motion with a ceiling of \$15,000 would be sufficient. The budget could be re-evaluated if necessary.

MOTION: Alan Powell made a motion to hire Robert Rosing to review all the governing documents, with a \$15,000 cap. After the work is started, if that number gets close to \$15,000 the Board could review it and decide whether or not to amend the budgeted amount and continue with the work. Dan Heath seconded the motion.

VOTE: The motion passed. Tom Deaver and Tony Tyler abstained from the vote.

Because Mr. Tyler is conflicted, Mr. Heath would contact Mr. Rosing. Ms. Parker would post about the committee on both the website and Facebook. She suggested a point person on the Board that the committee could talk to. Mr. Tyler anticipated that one or two Board members would be part of the committee.

Carolyn Strathern, Lot F-50, felt that she, Ted, Roy and Jodi have been a committee for

the last six or seven months. She would like the entire community to get involved, and she thought all meetings should be publicly announced. Ms. Strathern volunteered for the committee. Ms. Taylor also thought it should be open to the entire community. She thought there were too many Facebook pages and groups. She found it very confusing, and she wondered how many people actually know the official channel to communicate with the Board. Ms. Taylor thought email was the fairest way to communicate with the property owners.

Mr. Tyler stated that the Water Company emails invoices, but to his knowledge the HOA has never emailed everyone. Mr. Tyler was not opposed to doing it, but they would need to collect email addresses. The question is process if they could not find email addresses for 30% of the owners. Ms. Parker suggested that they post information regarding the committee on Facebook and the website, and send emails if they already have email addresses.

Mr. Tyler asked Jodi Taylor to work with Carol to collect the names of those who volunteer for the committee.

Matt Brown arrived.

Election Results

Mr. Tyler reported that 103 votes were received, which represents 12% of the property owners. Jodi Taylor was elected as Treasure to the Board. Jeremy Jespersen and **** were running to represent Area 2. Jeremy won 10% of the vote at 12 votes, Mr. Yama had 3 votes. Three candidates ran to represent Area 6; Mike Gonzales, Roy Parker, and Kirby Wilson. Mike Gonzales received 2 votes; Roy Parker received 17 votes; and Kirby Wilson received 5 votes.

Mr. Heath asked if anyone wanted a recount since there were problems with the voting. Mr. Tyler thought it was a valid point. He noted that there were issues with the bios being edited for length before they were sent out. It primarily affected Roy Parker and Jeremy Jespersen. At the time, the Board decided to continue with the vote to see the responses. However, if the candidates would like to reissue a vote, the Board would entertain something to that affect.

Mr. Deaver announced that he would be resigning from the Board for personal reasons. Mr. Deaver stated that Robert Walthall was interested in serving on the Board, and he asked the Board to consider him when they are ready to look for a replacement for Area 4.

Mr. Tyler noted that Alan Powell has indicated that he would also be resigning from the Board. Mr. Tyler stated that per the bylaws, since it is after an election the vacancy is considered an open seat for the following year. The Board has the ability to appoint a temporary Board member, but that seat comes up for election the following year for the remainder of that Board position's term. Mr. Tyler recommended that the Board send an official notice to everyone in those areas to ask for volunteers, and to appoint someone at the January meeting to fulfill both seats.

Barry Eisen stated that he has the lot right above Bobcat Springs, and he would like to fill the position for Area 3 if possible. Mr. Powell stated that he had unofficially notified all his neighbors and both Barry and Dusty volunteered.

Mr. Tyler noted that it was unique to have two Board members resign. The Board discussed procedure, and Mr. Tyler recommended spending money on a mailing to Area 3 and Area 4 to announce the open seats. Those who are interested would be invited to a Board meeting to talk with the Board. After hearing their background and experience, the Board could effectively make a decision. He would like that to occur in January when Roy Parker and Jodi Taylor will take their place on the Board. Mr. Tyler pointed out that interested candidates were in attendance this evening for both seats, and if the Board preferred, they could make a decision this evening.

Mr. Hutchinson did not think one month would make a difference, and there was a benefit in knowing if other people were interested. He appreciated those who came this evening because they were interested in filling the Board position, but it is important for the Board to see their bios to know who they are and their qualifications.

Mr. Heath agreed that they should put it out to everyone in those areas rather than just appointing someone. Mr. Tyler clarified that he was trying to avoid the appearance of any impropriety, and he was uncomfortable filling those positions this evening.

Mr. Gonzales read from Article 6, Section 3 of the Bylaws. "When vacant positions are filled by appointment or elections, the term is the remaining balance of the original term". Mr. Tyler believed that language was contradicted in Article 2, Section 5. "The Board may appoint individuals to vacant positions. All appointments are temporary. The position is up for election at the next regularly scheduled election. The appointee serves until the elected person starts serving. The newly elected person serves out the balance of the original term". Mr. Gonzales remarked that the next regularly scheduled election would be the end of the original term for that position. Mr. Tyler believed the intent was unclear. Ms. Parker stated that when she read Article 2, her interpretation of the next regularly scheduled election would be the next election. She agreed that the intent was unclear. Mr. Gonzales remarked that the Annual Meeting is a scheduled

meeting, but it is not a scheduled election. They may have votes but an election does not occur annually. Mr. Powell pointed out that elections take place every year to fill expired terms. It may not take place at the Annual Meeting, but election ballots are mailed out each year.

Mr. Tyler stated that the Board members have different interpretations and they should have it legally clarified. However, the decision this evening is whether they should solicit bios and volunteers for Area rep from the vacant areas, or whether they should appoint the Area reps this evening from the volunteers who came to this meeting.

Ms. Parker preferred to solicit bios from interested people in those specific areas.

MOTION: Honey Parker moved to send out a postcard communication to the two areas that have vacancies, inviting people to send a bio to fill the vacant seats for the Board to review and vote. Matt Brown seconded the motion.

The suggestion was made to include a date in the motion so the Board would have the bios prior to the next meeting.

AMENDED MOTION: Honey Parker amended her motion to state that the bios would be due by January 10, 2017, one week prior to the regularly scheduled Board meeting on January 17, 2017. Matt Brown accepted the amendment to the motion.

VOTE: The motion passed unanimously. Tom Deaver abstained from the vote.

New Construction

Lot FM-D-174

Mr. LeCheminant presented plans for a cabin on Lot FM-D-174 on Porcupine Circle. The roof will be a green color. The owner had not decided whether the roof material would be shingles or metal. The cabin would be natural log siding. The \$6,000 impact fee had been paid. The owner still needed to fill out the application. Jeremy Jespersen was the area rep., and he would be responsible for making sure the Lot Improvement Agreement is filled out and signed.

On behalf of the Architectural Committee, Tom Deaver recommended that the Board vote in favor of the plans presented for a cabin on Lot FM-D-174.

MOTION: Dan Heath moved to ACCEPT the plan submitted for Lot FM-D-174, conditioned upon receipt of the signed application form. Tom LeCheminant seconded

the motion.

VOTE: The motion passed unanimously.

Lot PI-70

Alan Powell noted that the Board had reviewed the plans at a previous meeting for PI-70 on Tollgate Canyon Road, and requested additional detail regarding the roof color and siding. Mr. Powell reported that the roof will be dark brown shingles, and the last four feet will be metal. The siding will be reclaimed trestle wood in natural gray and browns. The wood will not be stained.

Mr. Tyler understood that Summit County had issues with the driveway, and he asked if the owner had resolved the issue. He recognized that it was not the purview of the Board, but he was interested in knowing the outcome. Mr. Powell replied that the owner had mentioned that the driveway had been worked out.

Mr. Powell stated that the owner had paid all the building fees and water impact fees.

MOTION: Alan Powell moved to APPROVE the plans for PI-70 as presented. Bruce Hutchinson seconded the motion.

VOTE: The motion passed unanimously.

Willow Circle

Mr. Powell noted that he was recently contacted by Russ and Kate Henry who are building on Willow Circle just above Bobcat Springs. Plans were submitted in July of 1995. The plans were approved and the impact fee was paid. The owners now have the time and the funds to build. Mr. Powell submitted the original approval and the receipt for the impact fee. The impact fee at the time was \$400. Mr. Powell could find nothing in his research that indicated a time-limit on when approved plans could be constructed. Mr. Deaver pointed out that Summit County building permits expire after two years. Mr. Powell stated that the owner had never obtained a building permit.

Mr. Powell had asked the owners to quickly provide the Lot Plan Improvement Agreement so he could make sure the materials match. They also have their water letter.

Mr. Tyler thought the approval was straightforward. Merrill Nelson was the Area rep at the time, it was an executed letter, and it was clear that the associated impact fee was

paid at the time. Mr. Powell clarified that the owners were planning to build the exact plans that were approved.

Mr. Tyler realized that this was a unique situation, but in his opinion, it was still valid, pending compliance with the Lot Improvement Plan Agreement. Mr. Deaver recalled that during the SSD the Board was dissolved by Summit County and the current Board was created. Mr. Powell understood that the Water Company may take that route, because the owner has already paid the previous water impact fee of \$800, which is significantly lower than the current impact fee.

Mr. Tyler reiterated that the plan had already been approved and it appeared to be legitimate. He did not believe the Board needed to take further action. Mr. Powell would follow up with the owner regarding the Lot Improvement Plan Agreement, and make sure they agree to follow the current rules and procedures.

Hired Help for Jody

Mr. Tyler commented on the importance of hiring an Assistant Ranch Manager. He thought they already had a solution, but there was disagreement on the Board that needed to be discussed.

Mr. Deaver thought the Board could hire a part-time, temporary person during what could become an emergency situation; and at the same time put together a pool of candidates to interview, and allow the temporary person to place their name in that pool for the more permanent position. Mr. Gonzales did not believe they needed a pool of candidates for spot hiring, but an Assistant Ranch Manager is a long-term hire and it needs to be done properly. Mr. Tyler understood that Mr. Gonzales was saying that the Board has a fiduciary responsibility to the membership to follow what would generally be perceived as reasonable and practical standards for hiring employees. Mr. Tyler believed the Board has the ability to hire someone on a temporary basis, and at the same time advertise for the position long-term. Mr. Deaver clarified that the temporary position would not be for an Assistant Ranch Manager. It would be an assistant to assist Jody. Mr. Tyler replied that it would be a temporary Assistant Ranch Manager position to give Jody the help he needs. Mr. Gonzales did not believe the temporary position could be an Assistant Ranch Manager. They would be hiring someone to come up and help when needed on a temporary basis. Mr. Deaver agreed that it would not be a titled position.

Mr. Tyler noted that the first step in the process to hire an individual is to write a job description and publishing it. He asked for volunteers to run the process. Mr. Brown asked about a hiring manager. He was told that it was the Board. Mr. Brown stated

that the Ranch Manager has the most educated knowledge of what the job entails, and he should be the one to write the job description. Mr. Tyler stated that the Board could appoint the Ranch Manager to write and publish the job description. However, the Board would have to hire the person. Mr. Brown wanted to know who would interview the candidates, because the Board is incapable of interviewing for this particular role. He thought the Ranch Manager was the most capable person to conduct the interviews.

Mr. Tyler asked Jody if he was comfortable writing a job description and working with Carol to get it published. Jody asked if it was for full-time or part-time employment. Mr. Tyler replied that it was a part-time position. Mr. Brown pointed out that they were looking at two different positions. One is a temporary position and the second is permanent part-time. Mr. Tyler noted that the Assistant Ranch Manager could be a full-time position if necessary.

Jody stated that he wanted someone dependable and knowledgeable. He preferred a full-time assistant. Mr. Tyler recalled that they were previously paying Jody's helper \$16 per hour. Mr. Gonzales thought whether the Assistant Ranch Manager should be full-time or part-time was a Board decision. Mr. Deaver agreed. Mr. Tyler noted that last year the HOA spent \$20,480 on temporary help for Jody. At \$16/hour for 40 hours per week, and 52 weeks a year, it would be a \$33,000 position. He believed it would be a 60% increase over what was budgeted for 2017. Ms. Taylor pointed out that the HOA would need to include healthcare for a full-time employee. Mr. Tyler stated that there is enough work for a full-time person, but the question was whether the Board has the desire to hire someone on a full-time basis. Mr. Deaver stated that if they hire an Assistant and keep their time under 30 hours per week, they would not have to provide health insurance. At \$16 per hour for 30 hours, the total is \$25,000. They have already budgeted \$22,000.

Mr. Tyler thought it was a two-part issue. The first is the on-call job in the winter time to help with snow plowing during a heavy snowfall. The second part is summertime, when there is enough work for a 40-hour week. Mr. Tyler recommended that they advertise it as a part-time position; winter on-call and summer anticipated to be more full-time.

MOTION: Mr. Tyler moved to charge Jody with creating the job description and working with Carol to place the advertisement. The advertisement would be live for 30 days allowing for a 30-day response time period. Jody would select the top three candidates that he would recommend to the Board. At the next meeting the Board would determine how they want to interview the candidates.

Mr. Powell noted that the January 17th meeting was less than 30 days. Mr. Tyler clarified that he was not planning on the January meeting because people need a

period of time to respond. Their salary listed would be \$16 per hour, depending on experience.

Mr. Tyler called for a second on the motion. Dan Heath seconded the motion.

VOTE: The motion passed. Mr. Deaver abstained from the vote.

Mr. Tyler noted that the Board still needed to address the issue of temporary help in the interim. Jody stated that Ken Smith offered to fill the temporary position. Mr. Tyler asked if Mr. Smith had the time and experience to run the equipment. Jody answered yes, and noted that Mr. Smith retired from the fire department last year. He was willing to work for \$16 per hour on a part-time basis.

Mr. Powell was confident in Mr. Smith's ability to operate equipment, and he is a good, responsible person. Ms. Parker stated that she had dealt with Mr. Smith and thinks he is great. Ms. Taylor stated that Mr. Smith is her neighbor and she agreed that he is a great person.

Mr. Heath stated that Jason Smith, who also runs a plow and a blower, had offered to help if they needed him part-time. Mr. Tyler noted that Jody maintains all of the equipment. For that reason, he was comfortable using someone that Jody knows and trusts. Jody stated that Ken Smith is also a good mechanic.

MOTION: Tony Tyler moved to allow Jody to hire Ken Smith on an on-call basis at \$16 per hour until they hire a full-time replacement. Alan Powell seconded the motion.

VOTE: The motion passed. Tom Deaver abstained from the vote.

Miscellaneous Business

Mr. Deaver noted that every year the monthly Board Meeting in October is the Budget meeting and it should be noticed on the website and put on next year's calendar. Mr. Tyler directed the conversation to Jodi Taylor, the newly elected Treasurer, to make sure that the owners are noticed prior to the October Budget meeting.

Mr. Deaver noted that the projects are established in July, and he suggested that the Board establish an election committee at the same time to collect the bios for interested candidates, and to get them out in a timely manner to meet all the requirements. The Board agreed.

Mike Lloyd, a property owner, stated that he had sent the Board a letter regarding

snowmobiling. He has lived on the Ranch for 16 years. He is a biology teacher and a Utah Master Naturalist. He loves the outdoors and wildlife. Mike stated that he had served on the Board for a long time, and when he was on the Board the two biggest complaints related to dogs and snowmobiles. When he started recreating in his neighborhood he was sensitive to it because he understood that it was an issue for many private property owners. He introduced himself to the surrounding neighbors and property owner and let them know that he enjoys recreating outdoors. His neighbors were very accepting of his recreation activities, and named specific people who they felt caused the problems. They all commented on the how their land was being trashed by motorized vehicles such as ATVs and snowmobiles, and if he sees people in motorized vehicles to tell them they were on private property. They were welcome to recreate in non-motorized ways, but not in vehicles. Mike stated that it was never an issue until last year, when new roads were cut by ATVs that got stuck in the mud, and now those roads are permanent. Snowmobiles have also become an issue in that area. He decided to post something on the Facebook page last year, believing that he was doing his due diligence and what he had promised the private landowners he would do. Mike stated that he got some pushback from his Facebook post, but eventually random people started tracking their ski tracks and going into natural and pristine areas specifically to target him. On three occasions last year they followed the tracks to his house. He tried his best to find out who was doing it, but to this day he still did not know.

Mike stated that he is a pro-active and positive person. Since his Facebook post resulted in negative reactions, he decided to write a letter to the Board talking about the expectations of behavior on private property. In his letter, he specifically mentioned his concerns of retaliation against him and his wife. There is precedence for it, and others on the Ranch have been subjected to severe harassment in the past that involved law enforcement. He clarified that he was not trying to create a legal issue. His intent this evening was to make a public comment on the record.

Mike stated that within 24 hours of sending his email to the Board, he saw nasty Facebook posts with specific details and he immediately knew that a Board member had shared his letter. He did not specifically ask that his letter be kept private; however, he specifically said he was worried about retaliation. Mike was extremely angry about his letter being shared with others, and he sent another email demanding an apology. It was directed at the Board as an entity because an individual representing the Board had done this. He thought it was ethically wrong because it was uncertain where it might lead, and he was frustrated that a Board member would release his information when he was worried about retaliation. He has since learned who the Board member was and he did not appreciate it.

Mr. Deaver informed Mike that the Board members received his email after the last Board meeting, and they had not had the opportunity to address his letter as a Board. Mr. Deaver noted that Mike had also referenced snowmobiles going past his property late at night. Mike stated that he had used that in his letter as an example because part of the retaliation last year were people who would go to the bottom of his property and rev up their snowmobiles late at night. He did not have a problem with snowmobiles going past his property late at night if it only occurs once every month. Mike pointed out that he had not received a response from any of the Board members.

Mr. Tyler clarified that he had not responded to Mike's letter because he wanted the opportunity to discuss it with the Board. He asked the Board member who was responsible for giving out the information to explain why he had done it. After hearing the explanation, Mr. Deaver did not believe the Board member had actually or intentionally released the letter. He had inside information about people going out and he was trying to find out who it was. Mike stated that he had perceived it differently. Mr. Deaver understood his concern.

Mr. Powell suggested that the Board could use Facebook and the website to educate people to the fact that if they are not on HOA roads, they are trespassing on private property unless they have specific permission from the owner. Ms. Parker thought what Mike had written was good information. She was willing to tweak it to make it more general in terms of the expected behavior that can exist on the Ranch to respect private property. She noted that this was not the first time they have heard complaints from private owners. Mr. Gonzales stated that anyone can trespass on foot unless an owner posts a no trespassing sign. However, motorized vehicles are different and are considered trespassing on private property. He thought it was important to clarify that distinction. Mr. Gonzales pointed out that in addition to staying on the road, the vehicle must be legally registered and insured as required by the CC&Rs.

Mr. Tyler thought it was inappropriate for any Board member to talk about a private letter that was sent to the Board, particularly since this is a sensitive issue and many people know Mike. Secondly, Mr. Tyler believed the Board should do something about the situation. The HOA cannot prosecute trespassing. It has to be done by the private property owner. However, it was within the purview of the Board to discourage any form of harassment among the membership. Mr. Tyler felt this situation rises to that level. Ms. Parker agreed.

Mr. Tyler remarked that the question was how to do it. He asked Mike if he would be comfortable with the Board officially raising this issue to the membership. Mike stated that his name was already out there, which is what he initially tried to avoid. He did not have a problem with the Board doing whatever they needed to do to remedy the

situation. Mr. Tyler believed that the larger the issue becomes, the less desirable it will be for people to continue to harass him.

Mr. Tyler thought the first step should be to remind people what they can and cannot do on the roads. Ms. Parker reiterated that she was willing to draft something that is fact based and serves as a reminder to people as the community grows. Mr. Tyler apologized to Mike on behalf of the Board. He personally did not believe releasing his letter was intentional, but it was misguided.

Plow Agreements

Mike Gonzales noted that the plow contracts on the website were outdated. Mr. Tyler pointed out that the HOA quit doing plow contracts two years ago. Mr. Gonzales thought the plowers still needed to sign agreements agreeing to follow specific standards and guidelines. Mr. Tyler noted that the standards are listed on the website, but the plowers are not required to sign a formal agreement. Mr. Powell recalled that the agreements were dropped because they could enforce the standards, but they could not give specific direction to private plowers in the form of a contract because that puts the liability on the HOA.

Fire Station

Mr. Powell had emailed the Board members a lease agreement for the fire station just prior to the meeting. He has been in communication with Ted Barnes and the North Summit Fire District. Mr. Barnes is comfortable with the lease agreement; however, he preferred a larger document that is more boiler-proof, and he offered to draft one for the Board to review. Mr. Powell reported that Mr. Barnes thought there was some confusion with Number Two about surrendering the completion of the permanent fire station. "The building currently will be used as fire apparatus storage on the lesser property. The surrender of the structure will be considered payment in full for the full term of the lease, as well as the automatic extension of the lease". Mr. Powell noted that Mr. Barnes was confused about which building it talked about. He offered to rewrite that paragraph if the Board wanted. Mr. Powell personally thought the paragraph made sense. He requested a motion and vote this evening to approve the lease agreement and a signature. If the Board preferred to have it re-written, that could also be done through a motion.

Ms. Parker had read the lease agreement and she knew exactly which building it referenced. Mr. Tyler thought it was clear. However, his concern was that a 50-year lease with automatic renewals could be construed as a transfer of property because it is encumbered. Mr. Powell noted that the agreement also said, "This agreement will be

renewed every 50 years, and the parties shall review the terms.” He pointed out that it can be renewed every 50 years, but if there are no issues, it will automatically renew as opposed to cancel. He clarified that Mr. Barnes did not believe there was a risk with Number 2. He only thought it could be described better to avoid confusion.

Mr. Tyler thought they should ask Mr. Barnes if a least that is 50 years and has automatic renewals despite the review constraint is or could be considered a transfer of HOA property. He suggested that it be done quickly so they could obtain the permits and be ready to break ground in the Spring. Mr. Tyler agreed that Number Two could be unclear to anyone who is not on the Board. Rather than vote by email, he suggested that the Board could approve the lease agreement this evening, subject to the attorney’s revision to the lease term for clarification.

MOTION: Mr. Powell moved to APPROVE the lease agreement with the stipulation on the terms of the lease as revised by the attorney, Ted Barnes, and a schedule B photo of the fire station building. Honey Parker seconded the motion.

VOTE: The motion passed unanimously. Tom Deaver abstained from the vote.

Map Sign

Honey Parker had sent the revised Map to the Board members with three changes. She had misspelled emergency and that was corrected. The period was removed after Navaho. Balsam Circle was put in the correct place.

Ms. Parker had received three bids for the signs. They could do it in MDO wood for \$381.63. It would be digital printing with a clear coat. She also obtained a bid for aluminum sub-straight for \$452.50 plus tax, which is much lower than a previous bid of approximately \$700. Ms. Parker had obtained a price on .63 aluminum sheet in the amount of \$440 plus tax. Her sign people had the best price on wood. She explained that the wood version, which is the least expensive, will last the least amount of time. However, assuming that Deer Meadows comes in a few years from now and they have actual roads, they may want to redo the sign.

Ms. Parker noted that the aluminum signs are stronger and will last longer. The cost is higher, but not that much more considering the life of the sign.

Mr. Deaver asked if there was a clear-coat over the straight aluminum to keep it from scratching. Mr. Heath had obtained the bid and he could not recall. Mr. Tyler suggested that they purchase the aluminum sign. Mr. Deaver thought they should pay an additional amount for a clear plastic cover that would not scratch. Ms. Parker stated

that she would ask the sign company what they would charge to coat it and send an email to the Board. Of the two aluminums, she asked if the Board preferred the aluminum sheet or the aluminum sub-straight. She understood that aluminum sub-straight has a foam core inside, and it would have edges to keep the rain from getting in and expanding it. Her preference was a straight aluminum sheet.

MOTION: Tony Tyler moved to APPROVE the signage on the .63 aluminum sheet at \$440 plus tax; and that Ms. Parker would obtain clarification on the coating.

The Board discussed whether or not one sign was enough or if they should place another sign at Bobcat. Ms. Parker pointed out that the sign has an arrow indicating "you are here". She would have to design a second piece with a different "you are here" indicator.

AMENDED MOTION: Mr. Tyler amended his motion to include two signs for a total of approximately \$900. Alan Powell seconded the motion.

VOTE: The motion passed unanimously. Tom Deaver abstained from the vote.

Monthly Budget Review

Mr. Tyler reviewed the unpaid bills detail.

MOTION: Mr. Tyler moved to APPROVE the unpaid bills detail as outlined totaling \$41,301, which includes a \$30,000 contribution to the Equipment Reserve. Dan Heath seconded the motion.

VOTE: The motion passed unanimously. Mike Gonzales voted against the motion.

Mr. Gonzales recalled that the Board had talked about putting more than \$30,000 into the Equipment Reserve. Mr. Tyler stated that it was discussed, but \$30,000 was the budgeted line item. He pointed out that an additional contribution could be made to the Equipment Reserve next month.

The meeting of the Pine Meadow Owners Association Board adjourned at 8:40 p.m.
