

## R-Ranch in the Mountains

### Board of Director's Meeting Minutes

April 25, 2015

- I. **CALL TO ORDER-** The meeting was called to order at 9:30 A.M. by Bill Poole, President. Board members Anita Curry, Mike Carbonara, Rick Upton, Karen Meadows, Bryan Walker, Iris Koplen, Roger Yonts, and Fawn Howell were in attendance.
- II. **OPENING PRAYER-** Fawn Howell
- III. **PLEDGE OF ALLEGIANCE-**
- IV. **REVIEW/APPROVE/AMEND/ACCEPT AGENDA** – A **motion** was made by Roger Yonts to move the Dam Committee up to first in the Reports section; **seconded** by Mike Carbonara; vote was unanimous in favor.
- V. **SUSPEND READING PREVIOUS MONTH'S MEETING MINUTES** – Roger Yonts made a **motion** to suspend reading the March meeting minutes; **seconded** by Rick Upton; **vote** was unanimous in favor.
- VI. **APPROVE/AMEND/ACCEPT PREVIOUS MONTH'S MEETING MINUTES** – Roger Yonts made a **motion** to accept the March meeting minutes as written; **seconded** by Karen Meadows; **vote** was unanimous in favor
- VII. **DAM COMMITTEE REPORT-** Hal Barrineau (committee chair and Charles Absher (engineer of record) gave a detailed and informative written report (attached) on the current status of the Rainbow Lake dam which included the findings of the recent geotechnical test and recommendations from H & H Resources. Specifically in the H & H report, was a recommendation that authorization be given to Land Development Professionals (LDP) for a survey on the dam and spillway. As a result of the report, Bryan Walker made a **motion** that we accept the proposals from H & H Resources and LDP and use money from the dam reserve account for payment. It was recognized by the Board that the owner of LDP (Doug Sherill) is also an R Ranch owner & the entire Board agreed to knowingly approve the work by LDP with Doug Sherill being a Ranch owner, as no one felt that it would be a conflict of interest. Mike Carbonara **seconded** the motion; **vote** was unanimous in favor.
- VIII. **REPORTS** (due to the owner's meeting, all reports not requiring a Board vote, will be suspended today in an effort to abbreviate the Board meeting.)
  - a. Financial Report- Judy Crofts- Report attached. Judy highlighted that we only have 721 active owners as of today. There are 282 suspended and of that suspended figure, 45 only owe one assessment. She commented that Angel is diligently working on collecting those as well as the ones that are seriously behind. She

also pointed out on the printed financial report that we had more income than expenses.

- b. Executive Director's Report- Michael Hoffer- See attached report.
- c. R-Ranch Grounds Report - Steve Corbin, Maintenance Manager – no report
- d. Stables Report - Josh Littlejohn – no report
- e. Sales Report Sandy Stephenson – no report
- f. Events Report – Denise Roberson – no report
- g. Treasurer's Report-Rick Upton-no report
- h. President's Report-Bill Poole-no report

#### IX. Standing Committee Reports

- 1. Accommodations Committee- Co-Chairman- Valerie Lottes, Board Liaison- Fawn Howell- The Committee met and discussed increasing the percentage of RV site adoptions (see attached printed recommendation). After the Board reviewed the pros and cons of the recommendation, Karen Meadows made a motion to set the current percentage of adopted sites of 66%; seconded by Fawn Howell; vote was 7 yes, 2 no. Motion carried.
- 2. Covenants/Bylaws/Policy & Guidelines Committee-Chairman-Brenda Harned, Board Liaison-Bill Poole-no report
- 3. Finance Committee - Chairman- Sue Burton, Board Liaison- Rick Upton-no report
- 4. Land Use Committee- Chairman- Hal Barrineau, Board Liaison-Bryan Walker-no report
- 5. Marketing Committee- Co-chairs-Barbara Poole, Beverly Upton, Board Liaison-Iris Koplén-no report
- 6. Owner's Concerns Committee- Chairman-Brenda Harned-no report
- 7. Nominating Committee – Chairman – Christly Griffin-no report
- 8. Strategic Planning Committee-Roger Yonts-no report

#### X. Old Business

none

#### XI. New Business


- a. Asphalt Discussion-Rick Upton- Rick reminded the Board that the asphalt road leading to the RV area continues to deteriorate. He provided the Board with two estimates on repaving one of the worst sections (attached). The Board reviewed both estimates as well as comments on the quality of work from both companies. Rick recommends estimate #3 and that we counter offer \$38,400(estimate is \$39,900) for completion of the paving. After reviewing the estimates, Anita Curry made a **motion** to do estimate #3 work from Trinity Paving and make a counter offer on the cost of \$38,400 and take the money from the Rodeo fund; **seconded** by Iris Koplén; **vote** was unanimous in favor.

XII. **MOTION TO ADJOURN GENERAL MEETING**-Karen Meadows made a **motion** to adjourn; **seconded** by Anita Curry; **vote** was unanimous in favor.

XIII. **ADJOURN GENERAL MEETING at 11:05am**

The next meeting of the R-Ranch Board of Directors will be held on <sup>May 16,</sup> ~~June 13,~~ 2015 at 9:30 A.M. in the R-Ranch board room.

Respectfully submitted,

 5/16/15

Anita Curry, Secretary

**R-Ranch**

**Board of Director's General Meeting**

**April 25, 2015**

**Agenda**

- I. **CALL TO ORDER- 9:30 A.M.- President Bill Poole**
- II. **OPENING PRAYER- Fawn**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **REVIEW/APPROVE/AMEND/ACCEPT AGENDA**
- V. **SUSPEND READING PREVIOUS MONTH'S MEETING MINUTES**
- VI. **APPROVE/AMEND/ACCEPT PREVIOUS MONTH'S MEETING MINUTES**
- VII. **REPORTS**

*← Dam Committee*

- a. Financial Report- Judy Crofts
- b. Executive Director's Report- Michael Hoffer
- c. R-Ranch Grounds Report- Steve Corbin, Maintenance Manager
- d. Stables Report- Josh Littlejohn, Stable Manager
- e. Sales Report- Sandy Stephenson
- f. Events Report- Denise Roberson
- g. Treasurer's Report-Rick Upton
- h. President's Report-Bill Poole

**STANDING COMMITTEE REPORTS**

- 1) Accommodations Committee- Chairman- Valorie Lottes
- 2) Covenants/Bylaws/Policy & Guidelines Committee- Chairman-Brenda Harned
- 3) Finance Committee-Sue Burton
- 4) Land Use/Firewise Committee- Chairman-Hal Barrineau
- 5) Marketing Committee- Co-Chairmen-Barbara Poole/Beverly Upton
- 6) Owner's Concerns Committee- Chairman-Brenda Harned
- 7) Nominating Committee- Chairman-Christy Griffin
- 8) Strategic Planning Committee-Roger Yonts

**BOARD APPOINTED COMMITTEE REPORTS**

- a) Rainbow Lake Dam Committee- Chairman-Hal Barrineau
- b) Rodeo Committee – Chairman- Michael Hoffer

VIII. **OLD BUSINESS**

none

IX. **NEW BUSINESS**

Asphalt discussion-Rick Upton

X. **ADJOURN GENERAL MEETING**

Time: 11:05

**ANNOUNCE DATE, TIME AND LOCATION OF NEXT GENERAL MEETING-Bill Poole**

The next meeting of the R-Ranch Board of Directors will be held on May 16, 2015  
at 9:30 A.M. in the R-Ranch board room.



Michael Hoffer  
Executive Director – R-Ranch in the Mountains  
65 R-Ranch Road  
Dahlonega, GA 30533

April 8, 2015

Re: Recommendations for Additional Tasks

Dear Mr. Hoffer:

We have completed the geotechnical report and the results are encouraging in that we probably will not have to do any major work on the embankment. The structural stability looks good in the drained scenario so we can present to Safe Dams that upgrading the toe drain system is the solution. Safe Dams may require additional analysis but it looks like major work on the embankment will not be required. We are now at a point where we can initiate additional tasks in order to move forward with the design. We have the following recommendations:

1) Survey – We recommend authorizing Task 1 of Land Development Professionals (LDP) survey proposal. This is the field survey of the Dam and spillway structures. A field survey will be necessary regardless of what the next steps will be for dealing with the Dam design issues.

Task 2 of the proposal is for the LiDAR topography. The R-Ranch needs to decide whether to continue to pursue getting contour topography directly from the County, or having LDP provide it. Mr. Sherrill has made some initial inquiries of the Emergency Management office of the County and received a favorable response. However, to pursue it further will require either HHR or R-Ranch contacting the appropriate County folks directly. The advantage, of course, of obtaining the data from the County is that it would not cost R-Ranch. The disadvantage would be that it will probably take some time to make the arrangements with the County, possibly even requiring some type of signed agreement to be approved by the County Commission. Another disadvantage is we would not receive any upstream/watershed topography while LDP would provide both upstream and downstream topography as part of their Task 2 cost. The upstream topography is not absolutely necessary, but would be useful in the dam remedial design. Note that the total cost of the LDP Task 2 is less than half of what it would take to purchase just the downstream topography from the County, so LDP is providing a good value.

Please indicate to us if the R-Ranch would have HHR make additional inquiries of the County for obtaining LiDAR topography.

2) Downstream Breach Flood Zone Delineation – As stated previously, this is a required component of an Emergency Action Plan (EAP), a required submittal with the Safe Dams permit application. We recommend going ahead with this task to confirm the limits and

*Notes Sherrill  
Survey?  
DAD  
Land Development Professionals  
to make some inquiries  
LDP - topography!*

severity of a breach flood downstream using the more detailed LiDAR topography described in 1 above. It is possible we might find no impacts downstream, but not likely in our opinion. Regardless, it would clearly define the area of impact and eliminate any uncertainty about whether the Dam should be classified as a Category I structure.

3) Hydrologic/Hydraulic Analysis – It is important to define clearly the configuration necessary to meet Safe Dams criteria of safely passing the design storm. We need to know early in our efforts if the less costly options are going to work. We recommend moving forward with this task.

4) Permit Submittal/Safe Dams/Project Management – There are design issues that need to be ironed out with Safe Dams, initially the limits of any additional geotechnical studies or analysis they would require, but other issues will crop up from time to time. Authorizing this omnibus task will give us flexibility in dealing with and meeting with Safe Dams on getting the specifics firmed up for the design components required to meet Category I requirements.

We are submitting with this letter a Task Order 3 for authorization of numbers 2, 3, and 4 outlined above. Also, let us know if you want HHR to pursue obtaining the LiDAR topography from the County.

Sincerely,



Charles D. Absher, P.E.  
Senior Water Resources Engineer  
H & H Resources, Inc.

**TASK ORDER NO. 3**

**To the Professional Services Agreement**

This Task Order, made and entered into by and between the R-Ranch in the Mountains Ranch Owners Association, Inc. (CLIENT) and H & H Resources, Inc., (HHR), shall be incorporated into and become a part of the Professional Services Agreement entered into by the parties hereto on the following date:

2/6/2015

**A. PURPOSE**

This Task Order authorizes and directs HHR to move forward with tasks associated with the efforts to obtain a permit from the Georgia Safe Dams Program for the R-Ranch Dam.

**B. SCOPE OF SERVICES**

A scope of services is included as Attachment A.

**C. FEES**

Fees for this task will be on Time and Expenses basis, not to exceed \$34,500 without additional authorization from the CLIENT.

**CLIENT:**

**H & H Resources, Inc. (HHR):**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

The scope of work contained herein is required to move forward with design efforts for bringing the R-Ranch Dam into compliance with Category I standards, and obtaining a permit from the Georgia Safe Dams Program for maintenance and operation of the Dam.

### 1. Downstream Breach Flood Zone Delineation

HHR will use LiDAR topography obtained from other sources to develop a dam breach model of Jarrard Creek and Yahoola Creek downstream of the R-Ranch Dam. The breach model will be developed in accordance with Georgia Safe Dams guidelines using HEC-RAS. The model results will be mapped in a GIS platform and a boundary delineation will be developed to define the limits of the downstream inundation area. The boundary delineation can be overlain to foundational mapping, such as quad maps or aerial imagery, to correlate the boundary limits to planimetric features downstream. In addition, a table of breach flood wave peaks flows, times, and peak elevations will be developed to document when the breach flood wave reaches points downstream from the Dam. The table will be compared to finished floor elevations provided by others to determine structural risk to flooding by the breach flood wave. The finished floor elevations will focus on structures located on Gibson Drive. The structures here and their location in the breach flood zone produced by Safe Dams was the catalyst for a Category I classification. Finished floor elevations for other structures may be needed based on the limits of the breach flood boundary as overlain to the foundational mapping. All finished floor elevations will be provided by others.

The finished products will be appropriate for inclusion in an Emergency Action Plan to be produced at a later date.

### 2. Hydrologic/Hydraulic Analysis

HHR will use HEC-HMS to determine the engineering design parameters necessary so that the normal and emergency spillway operation will meet the Georgia Safe Dams Program standards for safely passing the  $\frac{1}{4}$  PMP, the Design Storm. HHR will develop several scenarios for determining the configuration necessary to meet Safe Dams standards for Category I structures. The scenarios listed will be developed in the order listed below. Once a scenario is determined to meet Category I standards in a reasonable and cost-effective manner, no additional scenarios will be developed. In all scenarios a normal pool elevation will be specified that is close to what is currently preferred by R-Ranch:

1. Increase the size of the normal spillway pipe and possibly modify the emergency spillway from its current configuration.
2. Install siphon spillways to augment the capacity of the current normal spillway. In this scenario the current pipe would be lined. The emergency spillway may be modified from its current configuration.
3. Model a labyrinth spillway. In this scenario all existing spillway components are eliminated.
4. Model a roller-compacted concrete overlay.

In all scenarios a slight increase in the dam height may be considered in the form of a concrete barrier that could provide the required freeboard. However, HHR will not increase the dam height to

a point at which an increase in the Design Storm would be necessary.

The scenario that complies with Category I standards in a cost-effective manner will be documented in a design report appropriate for submittal to Safe Dams for their approval.

### **3. Permit Submittal, Safe Dams Coordination, Project Management**

This is an omnibus task primarily consisting of project management efforts and including permit submittal to the Safe Dams Program, and coordination with the Safe Dams Program on review status and other issues as they arise. Meeting with Safe Dams on the specifics of any additional geo-technical studies is included in this task.

### **4. Budget**

For each task described above the following budgets will be allocated:

<b>Activity</b>	<b>Budget</b>
Downstream Breach Flood Zone Delineation	\$8,000
Hydrologic/Hydraulic Analysis	\$11,500
Permit Submittal, Safe Dams Coordination, Project Management	\$15,000
<b>TOTAL</b>	<b>\$34,500</b>

### **5. Exclusions**

Field survey and LiDAR data purchase are not included. It is assumed they will be provided to HHR by R-Ranch, or their contractors.



P.O. Box 1958  
Dahlonega, Georgia 30533  
706-300-7178  
doug@LDPofga.com  
www.LDPofga.com

April 23, 2015

CLIENT: R-Ranch  
65 R-Ranch Road  
Dahlonega, Georgia 30533  
706-864-6444

RE: **As-Built Survey**

Land Development Professionals, LLC. is pleased to submit the following proposal for professional services for the above referenced project. We are excited about the opportunity to work with you and look forward to starting work. This proposal briefly discusses our understanding of the scope of work and our fees for these services.

It is our understanding that a detailed as-built survey is requested to cover the area of the dam of Rainbow Lake to include the overflow, the outflow pipe, the dam itself, and any relevant area that is not underwater along and including the existing dam. It is also our understanding that downstream property lines must be established and verified.

**Location:**

Land Lots: TBD  
District: 12th  
County of: Lumpkin  
State of: Georgia

**1.0 SCOPE OF SERVICES:**

SERVICES – Land Development Professionals, LLC (Consultant) shall provide the following Professional Land Planning/Surveying Services for the project referenced above.

**1.1 LAND SURVEYING ITEMS:**

1.1.1. AS-BUILT SURVEY – LDP will prepare an as-built survey and ground run topographic survey along and including all dry areas of the Rainbow Lake dam to include outflow, emergency overflow(s), and adjacent areas of the dam that could include existing utilities, vegetation, or improvements. The as-built and topo will also include behind the dam underwater slope and standpipe invert. This data shall be tied to the boundary and the downstream property line shall be

properly denoted and determined on the ground. We will provide downstream FFE of residences on an as-needed basis.

## **2.0 COMPENSATION:**

COMPENSATION FOR SERVICES: - The Consultant shall be paid the following fees for the services set forth under the Scope of Services.

### **1.1 LAND PLANNING SERVICES:**

1.1.1. AS-BUILT SURVEY \$3650.00

Should FFE of downstream residences be required, a \$100 per residence shall be charged.

### **1.5 ADDITIONAL SERVICES - HOURLY RATES**

For Hourly Rates see the attached EXHIBIT A

RETAINER FEE – A Retainer Fee in the amount of \$ 1650.00 is to be paid prior to starting the project. The Retainer Fee will be deducted from the last invoice issued for the project. In the event the last invoice is less than the Retainer Fee, a refund check will be issued.

### **EXCLUSIONS AND BASE TERMS:**

- A. The pricing shown herein is based on the information provided by you. If additional land, phasing or services are involved, our fees may require adjustment.
- B. In the event of boundary conflicts and the need for extra field work to resolve these conflicts or any other boundary ambiguities, we may require additional surveying fees and/or extensions of the time of delivery. In such event, we will notify you immediately of any changes in fees prior to completing the survey.
- C. We have assumed that all utilities are at the boundaries of the site. Any additional offsite utility locations will be billed as an extra.
- D. Only those services specifically listed within this proposal are included. Any future phases or additional services will require additional fees.
- E. Only the fieldwork indicated is included in this proposal.
- F. No telephone, electric, cable television or gas line research to determine the exact location of existing utilities is in this proposal. We will locate visible utilities as they relate to the design aforementioned.

We appreciate the opportunity to assist you with this project. Our Terms and Conditions for Professional Services (Exhibit B) are attached to this letter. The return of this letter with your signature below acknowledging these Scope, Fees and Terms will constitute our Agreement to perform these services and

R-Ranch  
April 23, 2015  
Page 3

will be considered as our Notice to Proceed. Our proposal is valid for 30 days from the date on page one. If you have any questions, please contact Doug Sherrill at (706) 867-0007.

Sincerely,

*Land Development Professionals, LLC*

## **PROPOSAL ACCEPTANCE**

Description of Services \_\_\_\_\_

Project Name \_\_\_\_\_  
Project Location \_\_\_\_\_  
Proposal Date \_\_\_\_\_ Consultant \_\_\_\_\_

**FOR PAYMENT OF CHARGES:**

Charge Invoice to the Account of:

Firm \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_  
Attention: \_\_\_\_\_ Title \_\_\_\_\_

**FOR APPROVAL OF CHARGES:**

If the invoice is to be mailed for approval to someone other than the account charges, please indicate where to mail the invoice in the space below.

Firm \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_  
Attention: \_\_\_\_\_ Title \_\_\_\_\_

**PROPERTY OWNER IDENTIFICATION (If Other Than Above):**

Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_  
Attention: \_\_\_\_\_ Title \_\_\_\_\_

**PROPOSAL ACCEPTANCE:**

The Terms and Conditions of this Proposal, including the Terms on this page and the proposal contents are:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Print or type individual, firm or corporate name

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Print or type name of authorized representative and title

Exhibit "A" – Schedule of Professional Fees

Some Fees listed may be sub-consultant fees and not directly the services of LDP

Staff Professional / Discipline \_\_\_\_\_ Bill Rate

Research Specialist	\$ 65.00 / hr
Instrument Technician	\$ 40.00 / hr
Senior Surveyor - Field Survey Manager	\$ 95.00 / hr
GPS Specialist	\$ 150.00 / hr
Executive Administration	\$ 85.00 / hr
CAD Operator 1	\$ 75.00 / hr
CAD Operator 2 - Design Specialist	\$ 90.00 / hr
Project Manager	\$ 125.00 / hr
Field Work - Survey Crew	\$ 135.00 / hr
Professional Land Surveyor	\$ 100.00 / hr

**Executive Director's Report**  
Board of Directors Meeting  
April 25, 2015

- Staff: Blakely Shope filled the open part time position on the Housekeeping Staff. Matthew Shephard joined us last month. We've interviewed and will likely hire Tyler Davis as our lead Life Guard for the summer pool hours. He is certified, a junior at UNG and Army National Guard.
- Maintenance completed repairs and maintenance work for opening the Pool by May 1<sup>st</sup>.
- This week we began moving RV's out of temporary storage and this afternoon I will announce to owners to get any of their units still there, moved to permanent storage.
- Last Monday, Angel Garrison was involved in a two car accident while returning from ranch business in town. The Sales & Marketing van sustained significant front end damage and may be a total loss. We likely will not have insurance coverage for repairs.
- Perhaps as to be expected, we've been dealing with a number of Pest Control issues in the Rainbow Lake Cabins and Bath Houses – spiders, bed bugs (814), wasps, carpenter bees, and squirrels. Cook's Pest Control did a check on spiders and bed bugs. They also reported on rats in the dumpster area.
- We had several dog on dog or horse issues and cited some new owners and those not following the leash policy.
- As part of our Community Outreach, we gave a gift certificate to the Lumpkin County High School – Future Business Leaders of America club.
- We engaged a Dahlonega based computer consulting firm owned by James Daniels. He audited all of our equipment and software and provided us with a helpful inventory of our equipment.
- Last Monday the Lodge and Pool were inspected by the Health Department and got high scores thanks to extra efforts by Denise and Ricky preparing for the inspections.
- Reports addressed to Steve Gooch came in this week, indicating favorable scores for our periodic water testing by the state EPD.
- The first quarter Meter Readings were taken and submitted for invoicing. Also for all of those needing to be read as a result of the large turnover from the April Lottery.
- Front Desk attendant Jean Kelly sold us a very nice Cash Register for \$35 which we turned over to Anita for use by the CHIG and for the Grill Room.
- While the Rainbow Lake level has since recovered to near full pool, we placed warning signs out about the deep mud along the shore line and in shallow parts of the lake.
- Tomorrow or Monday, Mr. Ken Wentz, a region rep for Good Neighbor Sam Club Directory will be touring the ranch and rating us for their guide book.
- Premiere Landscaping, following endless rains was finally able to complete their mowing last Friday and again this week.
- The Dog Park had its first mowing and looks very good thanks to Steve's team continuing with seed and fertilizer.
- Yesterday we met with Bill, Rick, staffer Jessie Roberts and owner Beth Garrett to discuss enhancements to our rodeo logo, websites, and other web related items. Beth is quite talented and has been very generous with her time.
- Next Tuesday, Holly Sell and I are meeting with our owner/vendor Wendy Harrison to discuss t-shirt designs and pricing for the Rodeo.

***This completes my report.***

### R-Ranch Stable Report

<u>2014.</u>			<u>2015</u>		
<u>Months /</u>	<u>R</u>	<u>/ P</u>	<u>Months /</u>	<u>R</u>	<u>/ P</u>
Jan.	80	2	Jan.	171	24
Feb.	62	7	Feb.	69.	5
March	250	22.	March.	92.	12
April.	281.	19.	April.	245	30
Total.	673.	50.	Total.	636.	81

Update 4 / 24 / 15

So far in 2015 passes we have made \$2,025 \$775 more than in 2014 we made \$1,250.

We have gone to the summer time hours now.

We had a small group of **Boy Scouts** that rode horses. It was great. they had a lot of fun.

The **barn** has its own sprayer now so that it will make it easier for managing the weeds for **Maintenance & Stables** .

We are working on spring and fixing the fences.

We have done some repairs to the stable truck. (fixed door handles.)

The saddle club has 2 events 5 / 15 / 15 & 5 / 29 / 15.

**Josh Littlejohn**  
**Barn Manage**

## Accommodations Committee Recommendation

Currently the percentage of sites adopted in the RV area is below the level approved by the Board of Directors. The Board voted to raise the percentage to 70% many years ago. For the last several years, the percentage has been around 66%. We are currently at 66%. The Accommodations Committee would like the Board to decide either set a new percentage (reflecting our current operating percentage of 66%) or approve a manner to offer 4 additional sites (operating at the approved 70%).

Please review the below data and status of current adoptions in the RV areas.

Total RV Sites with full hook ups = 156

Current Adoptions = 103

Reservation Sites = 53 (43 sites are longer than 36 feet) 50% mixture of creek

We request Judy to run a few reservation reports that would reflect vacant spaces of RV1, RV5, and RV7 during a sampling of weekends in the summer.

	RV1	RV5	RV7
June 6-8	1	7	2
June 20-22 Rodeo	0	3	0
July 11-13 Camp	1	4	2
July 25-27	0	3	3

Remember that other vacant sites existed in RV2, RV3, RV4. We chose RV1, RV5, and RV7 in our study because the sites in those areas are very similar within the area.

If the Board chooses to operate at the previously approved percentage of 70%, we would like to suggest the following:

Most of the RV areas are 68%-72% adopted, with RV5 being at 56% adopted. We would like the board to consider the following plan for offering 4 of the interior, non-pull thru sites of RV5. Each of the 4 sites will be offered at a seasonal lease 3 times per year. The cost would be \$500 per site and the owner would be billed for electricity at the end of their seasonal adoption. The adoption would be in the lottery before the adoption begins. Each year the accommodations committee would set the dates for each season. These sites would not allow for a reservation to be made on the site extending the length of stay.

Summer Season- June 10 until September 8<sup>th</sup> (following Labor Day)

Fall Season- Oct 5<sup>th</sup> (after Dade County) until January 4<sup>th</sup>

Spring Season- February 18, 2016 until May 23, 2016

We have considered the pros and cons of implementing the seasonal adoption for sites 523, 532, 536, and 538.

Pros:

- Potential income for the Ranch of \$6,000
- Ability to offer more affordable option for an adoption
- Does not interfere with Dade County Group
- Each season covers several events
- Reservations available in RV5 for 4 tree line pull thru sites, 3 interior pull thru sites and 7 creek side sites. The tree line sites have never been available for reservations.
- Reservations income during the summer months is offset by electricity costs. With the seasonal adoptions, the owner pays electricity.

Cons:

- Less availability for reservations on the interior of RV5
- Sites would appear to have less availability to new owners touring RV areas.
- If the Board approves plan, we would have to ask for special consideration from the Board to allow less notice than 30 days to be in the <sup>June</sup> May Lottery and be available for Memorial Day weekend. Otherwise, we can announce and have available June 8<sup>th</sup>.

Please accept this recommendation from the accommodations committee for your consideration.

recommendation did not pass -  
board voted to set the adoption percentage to 66%.

Trinity Paving LLC

2099 Hwy 19N  
GA 30533

# Estimate

Date	Estimate #
4/24/2015	1

Name / Address
R-Ranch

			Project
Description	Qty	Rate	Total
Phase 1 - Approx. 27,293 Sq. Ft. Starting at the orange line at the horse barn and continuing to the second speed beaker 28" Pull off to the left side, Pull off to the right side, 1100 sq ft of patch work 2" F-Mix DOT Grade Asphalt, Prep work, patching holes, filing cracks, heavy layer of tack before paving Materials and Labor - Includes 1 year warranty on materials and workmanship.		0.00 43,772.00	0.00 43,772.00
<b>Total</b>			\$43,772.00

Trinity Paving LLC

2099 Hwy 19N  
GA 30533

# Estimate

Date	Estimate #
4/24/2015	2

Name / Address
R-Ranch

			Project
Description	Qty	Rate	Total
Phase 1 - Approx. 27,293 Sq. Ft. Starting at the orange line at the horse barn and continuing to the second speed beaker 28" Pull off to the left side, Pull off to the right side, 1100 sq ft of patch work 1-1/2" F-Mix DOT Grade Asphalt, Prep work, patching holes, filing cracks, heavy layer of tack before paving Materials and Labor - Includes 1 year warranty on materials and workmanship.		37,172.00	37,172.00
		<b>Total</b>	\$37,172.00

Trinity Paving LLC

2099 Hwy 19N  
GA 30533

# Estimate

Date	Estimate #
4/24/2015	3

Name / Address
R-Ranch

Project

Description	Qty	Rate	Total
<p>Phase 2 - Approx. 23,972 Sq. Ft. Starting at the second speed breaker and continuing on to the third speed breaker 2" F-Mix DOT Grade Asphalt, Prep work, patching holes, filling cracks, heavy layer of tack before paving Materials and Labor - Includes 1 year warranty on materials and workmanship.</p> <p><i>Recommended, This covers from Speed bump at Rodeo Arena General Parking Entrance TO SPEED BUMPS in RV entrance. Damages from Winter Weather results in lots of asphalt removed/potentially prior to installation of New Asphalt. This is our "WORST" AREA. - Rodeo Act Bal = \$38,924. - Counter offer @ \$38,400 - recommended</i></p>		39,900.00	39,900.00
<b>Total</b>			\$39,900.00

Trinity Paving LLC

2099 Hwy 19N  
GA 30533

# Estimate

Date	Estimate #
4/24/2015	4

Name / Address
R-Ranch

			Project
Description	Qty	Rate	Total
Phase 2 - Approx. 23,972 Sq. Ft. Starting at the second speed breaker and continuing on to the third speed breaker 1-1/2" F-Mix DOT Grade Asphalt, Prep work, patching holes, filing cracks, heavy layer of tack before paving Materials and Labor - Includes 1 year warranty on materials and workmanship.		32,460.00	32,460.00
		<b>Total</b>	\$32,460.00

**Trinity Paving, LLC**  
**2099 Hwy 19N**  
**Dahlonega, Ga. 30533**  
**706-864-0068**

## **CONSTRUCTION CONTRACT**

This Construction Contract (the "Contract") is made as of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ hereinafter referred to as ("Customer") of

\_\_\_\_\_ (customer address), and Trinity Paving, LLC of 2099 Hwy 19N, Dahlonega, Georgia 30533.

Trinity Paving, LLC desires to provide Construction services to "Customer" and "Customer" desires to obtain such services from Trinity Paving, LLC.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on or about \_\_\_\_\_ (date), Trinity Paving, LLC will provide to "Customer" the services described in the attached Exhibit A (collectively, the "Job Estimate").

**2. SCOPE OF WORK.** Trinity Paving, LLC will provide all services, materials and labor for the construction of Paving described in the attached Exhibit A at the property of "Customer" located at: \_\_\_\_\_ (address) hereinafter referred to as

("Worksite").

This includes construction materials, necessary labor and site preparation, and all required tools and machinery needed for completion of construction.

Trinity Paving, LLC is only responsible for furnishing any improvements related to Construction and/or repair of driveways and parking lots as described in the Job Estimate, but not related to landscaping, grading, walkways, sewer or water systems, etc., unless they are specifically agreed to in writing.

**3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.** "Customer" will make available to Trinity Paving, LLC all plans, specifications, drawings, blueprints, and similar construction documents necessary for Trinity Paving, LLC to provide the Services described herein. Any such materials shall remain the property of "Customer".

Trinity Paving, LLC will promptly return all such materials to "Customer" upon completion of the Services.

**4. COMPLIANCE WITH LAWS.** Trinity Paving, LLC shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

**5. WORK SITE.** "Customer" warrants "Customer" owns the property herein described and is authorized to enter into this contract.

**6. PAYMENT.** Payment shall be made to Trinity Paving, LLC, Dahlonega, Georgia 30533, in the amount invoiced upon completion of the services described in this Contract.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less.

"Customer" shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if "Customer" fails to pay for the Services when due, Trinity Paving, LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**7. DEPOSIT.** "Customer" Shall make a Non-Refundable Deposit of \$1,000.00 or 10% of Job Estimate upon Execution of Contract.

**8. TERM.** Trinity Paving, LLC shall commence the work to be performed within 30 days of \_\_\_\_\_ and shall complete the work on or before \_\_\_\_\_, time being of the essence of this contract. In the event that work is delayed due to acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures this Contract shall be modified to reflect new commence dates.

**9. CHANGE ORDER.** "Customer", or any allowed person, e.g. lender, public body, or inspector, may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made in a written "Change Order" which is signed and dated by both parties. Such Change Orders shall become part of this Contract. "Customer" agrees to pay any increase in the cost of the Construction work as a result of any written, dated and signed Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, Trinity Paving, LLC shall estimate the cost thereof and "Customer" shall pay the actual cost whether or not this cost is in excess of the estimated cost.

**10. PERMITS.** "Customer" shall obtain all necessary building permits. Trinity Paving, LLC shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to Trinity Paving, LLC under this Contract.

**11. INSURANCE.** Before work begins under this Contract, Trinity Paving, LLC shall furnish upon request certificates of insurance to "Customer" substantiating that Trinity Paving, LLC has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Georgia and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services.

**12. CONFIDENTIALITY.** Trinity Paving, LLC, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Trinity Paving, LLC, or divulge, disclose, or communicate in any manner, any information that is proprietary to "Customer". Trinity Paving, LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**13. WARRANTY.** Trinity Paving, LLC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Trinity Paving, LLC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Trinity Paving, LLC on similar projects. Trinity Paving, LLC shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by Trinity Paving, LLC and "Customer".

**14. FREE ACCESS TO WORKSITE.** "Customer" will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris.

Driveways will be kept clear for the movement of vehicles during work hours. Trinity Paving, LLC will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Trinity Paving, LLC also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

**15. UTILITIES.** "Customer" shall locate and mark the location of any underground utility cables or piping. "Customer" shall permit Trinity Paving, LLC to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

**16. INSPECTION.** "Customer" shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at "Customer's" expense.

**17. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of "Customer" to make a required payment when due.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor or seek protection under Title 11 of the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- d. The failure of "Customer" to make the work site available or the failure of Trinity Paving, LLC to deliver the Services in the time and manner provided for in this Contract.

**18. REMEDIES.** In addition to any and all other rights a party may have available according to law of the State of Georgia, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have \_\_\_\_\_ days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in \_\_\_\_\_ days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

**19. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**20. ARBITRATION.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [including the Optional Rules for Emergency Measures of Protection], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. During any arbitration proceedings related to this Contract, the parties shall continue to perform their respective obligations under this Contract. In the event arbitration is necessary, each party shall be solely responsible for its attorney fees and costs.

**21. ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.

**22. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**23. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by each party.

**24. GOVERNING LAW.** This Contract shall be construed in accordance with, and governed by the laws of the State of Georgia, without regard to any choice of law provisions of Georgia or any other jurisdiction.

**25. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**26. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**27. SIGNATORIES.** This Contract shall be signed on behalf of "Customer" by "Customer" or authorized agent \_\_\_\_\_ and on behalf of Trinity Paving, LLC by Dennis Fortner, Member and shall be effective as of the date first written above.

Owner/Customer/Agent: \_\_\_\_\_

Trinity Paving, LLC  
Dennis Fortner, Member \_\_\_\_\_

## **Rick Upton**

---

**From:** Tammy Fortner <femslctammy@hotmail.com>  
**Sent:** Friday, April 24, 2015 10:00 PM  
**To:** rick.upton@att.net; Dennis  
**Subject:** Estimates & Contract  
**Attachments:** R Ranch 1.pdf; R Ranch 2.pdf; R Ranch 3.pdf; R Ranch 4.pdf; Trinity Paving Construction Contract.docx

20' X 60' RV Spot estimated at \$1,650.00 each

Speed breakers estimated at \$500.00 each

Have a Blessed Day!!

**Tammy Fortner**  
**FEMS, LLC.**  
**E-Power, Inc.**  
**Cane Creek Storage**  
**Trinity Paving, LLC**  
71 Fortner Circle  
Dahlonega, Ga. 30533  
706-864-8757  
706-265-5943 (cell)

# Raines Grading, Hauling & Paving, LLC

P.O. Box 2436  
Dahlonega, Georgia 30533  
706-864-3224 Office  
706-864-8801 Fax  
678-776-4540 Cell

Email: [moorepaving@windstream.net](mailto:moorepaving@windstream.net)

July 18, 2014

Mr. Ricky Edwards  
R-Ranch  
65 R-Ranch Rd.  
Dahlonega, GA 30533  
706-300-7253  
706-864-9149 Fax

## PROPOSAL

Project Name: Asphalt Roads Phases 1 & 2

Project Location: Dahlonega, GA

Raines Grading, Hauling & Paving, LLC hereinafter called "company", offers to furnish labor, materials and equipment for the performance of the following described work in connection with the above-referenced project:

### ASPHALT PAVE – PHASE 1

Work Description	Approximate Quantity	Unit
Asphalt Pave Road 60'x55'	367.00	SY
2" "F" Mix Asphalt	42.00	TONS

**TOTAL PHASE 1 \$ 4,200.00**

### ASPHALT CAP – PHASE 2

Work Description	Approximate Quantity	Unit
Asphalt Cap Road 18'x1100'	2200.00	SY
1-1/2" "F" Mix Asphalt with Tack Coat	185.00	TONS

**TOTAL PHASE 2 \$17,575.00**

Raines Grading, Hauling & Paving is not responsible should fine grading operation cause deeper areas of pavement requiring additional asphalt tonnage.

New Asphalt pavement takes approx. 60 days to cure. During this period, it is possible for pavement scuffing (i.e. tire marks) to occur as a result of vehicles making hard turns or rapid starting and stopping. Any damage caused during this time period is not covered under Warranty. This scuffing is more likely to occur in warmer months and will become less visible over time as the pavement lightens in color.

Due to the surging price of fuel, liquid asphalt, and aggregates, Raines Grading, Hauling & Paving contract prices shall expire in Thirty (30) days. After that date, Raines Grading, Hauling & Paving prices shall be equitably adjusted to reflect any increase/decrease in the price of fuel, liquid asphalt, and/or aggregates since the date of Raines Grading, Hauling & Paving's Proposal.

Unless a lump sum is to be paid for the foregoing work and is clearly so stated, it is understood that the quantity referred to above are estimates and that payment shall be made on the stated unit prices on the actual quantities of work performed by the company and determined upon completion of work. Final and complete payment for all work performed hereunder shall be made no later than fifteen (15) days after the completion of this work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one-half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

If the foregoing meets with your approval, please sign and return this Proposal. Upon receipt, this Proposal and included terms and conditions will constitute a full and complete agreement between us.

This Proposal will expire in thirty (30) days from the date signed, but may be accepted at a later date at the discretion of the company.

.....  
Customer

.....  
Raines Grading, Hauling & Paving, LLC

**Board of Directors Meeting**

**April 25, 2015**

**March 22-April 25<sup>th</sup>, 2015**

**Sales Report**

**New Sales YTD: 3 (new sale Crowe: 5/16)**

**Transfers Completed: 5 YTD:12 Pending 3**

**Those who want to sell: 32 (51 in March =19 did not pay the April 1<sup>st</sup> assessments.)**

**Tours: 12**

**New Ownership Leads: 47**

**Groups: 5**

---

**Owners are being reminded about referral program with discount on assessments being offered.**

**New Pricing advertising being produced to reflect one less month of assessments.**

**Sale Price of a Transfer of Ownership**

**In R Ranch in the Mountains Example Sale Date 5/9/15**

---

**Presently:**

<b>Background and Credit Checks</b>	<b>\$100.00</b>
<b>Recording Fee</b>	<b>12.00</b>
<b>October 1 Assessments</b>	<b>600.00</b>
<b>April 1<sup>st</sup> assessments pd. By seller</b>	
<b>Transfer Fee</b>	<b>50.00</b>
<b>Transaction Fee</b>	<b>200.00</b>
	<hr/>
<b>Sale Price:</b>	<b>\$962.00</b>

---

**Proposed:**

<b>Background and Credit Checks</b>	<b>\$100.00</b>
<b>Recording Fee</b>	<b>12.00</b>
<b>Transfer Fee</b>	<b>50.00</b>
<b>Transaction Fee</b>	<b>200.00</b>
	<hr/>
	<b>\$362.00</b>

## The transaction fee includes:

1. A free tour of the ranch for all prospective buyers.
2. Required background and credit checks performed by ranch.
3. A welcome package consisting of the up to date Bylaws, Policies and Procedures and Covenants.
4. Deed preparation, PT 61 form and delivery to the court house for recording and notary services
5. Establishment of owner file consisting of: required waiver, ownership review form, gate cards application, voluntary directory form.
6. Complete tour package :
  - Covenants, Up-to-date Bylaws, Policies and Procedures.
  - Trail map, trail ride procedures
  - Explanation of Chapel Hill and Rainbow Lake cabin procedures; reservations, usage fee, price list, adoption programs
  - Children's Rights forms, lottery, reservation procedures
  - list of amenities, RV use, and storage and move procedures
  - Group and guest procedures
  - Events Calendar and Firewise Program
  - Golf cart regulation, Black-out dates, RV site amperage
  - Linen rental and dog park use
  - Procedure to use ranch website and establish passwords
  - Amenities use: lakes, canoes, fishing, pool, game room, fire pits, pavilions, putt-putt golf and basketball courts

*An invitation to the next Welcome New Owners*

*Potluck!*

**Sale Price of an Ownership in R Ranch**

**May 9 Sale Date NEW SALE EXAMPLE**

---

**Prorations explained: Our assessments are \$1200 per year. They are paid April 1 and October 1. \$1200 divided by 365 = \$3.29 per day x the number of days left in the billing period. May 1 -Sept. 30 = 144 days x \$3.29 = 473.76**

**Presently:**

<b>Background and Credit checks</b>	<b>\$100.00</b>
<b>Record Deed</b>	<b>12.00</b>
<b>Deed</b>	<b>150.00</b>
<b>October 1 Assessments</b>	<b>600.00</b>
<b>Assessment Proration</b>	<b>473.76</b>
<b>Total Purchase Price:</b>	<b>\$1,336.76</b>

---

**Proposed: EXAMPLE**

<b>Background and Credit Checks</b>	<b>\$100.00</b>
<b>Record Deed</b>	<b>12.00</b>
<b>Deed</b>	<b>150.00</b>
<b>Assessment Proration</b>	<b>473.76</b>
<b>Total Purchase Price:</b>	<b>\$736.76</b>

June 9=114 days	375.06	SP:638.06
July 9 = 82 days	269.78	531.78
August 9 = 52 days	171.08	433.08
Sept. 9 =21 days	69.09	331.09

October 10!

171 days = 562.59

824.59

What I would like to propose is that with this system,

1. I can eliminate the transfers quickly so there is not a large number of them to contend with on Craig's list all the time. And not as many upset sellers. There will still be some, but the list would diminish, not grow. And the frustration level needs to go down for these long time owners.
2. Because the price of a new ownership dwindles during the months closest to assessment due dates, I could offer and advertise a NEW Ownership for the \$499 price that we were so successful with in the past during these months and we lose no \$.
3. If we eliminate the pay in 1 yr. in advance, we can get new owners to dive in quicker! And I can honestly go after buyers with the "buy quick before the price goes up because come Oct. 1<sup>st</sup>, it does!
4. Leave it this way for at least one full year before we change it!
5. We need to start concentrating on eliminating sales objections, such as the poor condition of the cabins and an exit program among others.

**R-Ranch in the Mountains®**  
**Semi-Annual Owner's Meeting**  
**April 25, 2015, 1:00 P.M.**

**Agenda**

- 1. Welcome- Bill Poole**
- 2. Opening Prayer – Rick Upton**
- 3. Pledge of Allegiance – Mike Carbonara**
- 4. Approve/Amend/Accept Agenda – Anita Curry**
- 5. Introduction of Current Board Members – Bill Poole**
- 6. Recognize outgoing Board members – Bill Poole**
- 7. Introduction of R-Ranch Staff – Michael Hoffer**
- 8. Honor Military, Veterans and Public Service Personnel – Mike Carbonara**
- 9. Explanation of Election/Voting Procedures – Christy Griffin**
- 10. Introduction of Candidates – Christy Griffin**
- 11. Individual Candidates Speak**
- 12. Ask for Nominations from the Floor – Christy Griffin**
- 13. Adjourn for voting – Bill Poole -Raffle**
- 14. Reconvene Meeting**
- 15. 2014 – 2015 Accomplishments – Bill Poole, Rick Upton, Michael Hoffer**
- 16. Financial Report – Rick Upton**
- 17. Director's Report – Michael Hoffer**
- 18. Strategic Planning Committee Report – Roger Yonts**
- 19. Rainbow Dam Committee Report – Hal Barrineau**
- 20. Chapel Hill Cabin Rehab Report – Anita Curry**
- 21. Rodeo Report – Michael Hoffer**
- 22. Marketing Committee Report – Barbara Poole, Sandy Stephenson**
- 23. Upcoming Activities – Denise Roberson**
- 24. Brief Q & A**
- 25. Announce 2015 -2016 Nominating Committee**
- 26. Announce Election Results – Christy Griffin**
- 27. Adjourn – Bill Poole**

**R-Ranch in the Mountains®**  
**Semi-Annual Owner's Meeting**  
**April 25, 2015, 1:00 P.M.**

- 1. Welcome- Bill Poole**
- 2. Opening Prayer – Rick Upton**
- 3. Pledge of Allegiance – Mike Carbonara**
- 4. Approve/Amend/Accept Agenda – Anita Curry**

Anita asked if there were any changes in the agenda in which there weren't. Fawn Howell made a motion to approve the agenda as written; seconded by Roger Yonts; vote was unanimous in favor.
- 5. Introduction of Current Board Members – Bill Poole**
- 6. Recognize outgoing Board members – Bill Poole**
- 7. Introduction of R-Ranch Staff – Michael Hoffer**
- 8. Honor Military, Veterans and Public Service Personnel – Mike Carbonara**
- 9. Explanation of Election/Voting Procedures – Christy Griffin**
- 10. Introduction of Candidates – Christy Griffin**

This year's candidates include Garnett Bandy, Larry Blaze, Brenda Harned, Jim Kaminsky, and Cecil Pacetti.
- 11. Individual Candidates Speak**
- 12. Ask for Nominations from the Floor – Christy Griffin**

No one was nominated from the floor.
- 13. Adjourn for voting – Bill Poole -Raffle**
- 14. Reconvene Meeting**
- 15. 2014 – 2015 Accomplishments – Bill Poole, Rick Upton, Michael Hoffer**

See attached list prepared by Bill Poole. Rick Upton combined his selection of accomplishments with the Treasurer's Financial Report. He said that in previous years, we had borrowed from our reserve accounts to meet the financial shortfalls in several areas of the budget but in the last nine months, we have not had to withdraw from any of the reserves. He said that we have converted from an accrual based accounting system to a cash based, which means the budget recognizes

immediately when payments are made toward assessments, rentals, electrical, etc. He also highlighted that the Ranch had been assessed as being worth approximately \$8.5 million and as a result , we pay \$87,000 in taxes each year. Additionally, he said that we currently have \$759,000 in the bank and \$287,000 in the operating account; it takes around \$120,000 per month to cover all the expenses with salaries being our highest obligation. He also said that we need more new owners to meet the minimal budgeted needs for this year. Our active ownership has declined over the last several years and we need to actively pursue new owners. In April of 2012, we had 796 active owners, 2013 there were 799; 2014 had 813 and as of 4/24/15, we have 721. Our budget is based on 900. He also encouraged owners to participate in the owner referral program in which an owner can receive a total of \$100 credit toward one annual assessment (\$50 per semi-annual assessment) for referring someone who purchases a new ownership.

Michael Hoffer then gave his accomplishments and Director's Report...he said that Denise had acquired some quality mattresses that have been placed in several of the cabins. He also said that the Accommodations Committee had completed an inspection of the Rainbow Cabins and identified some safety concerns in which he referred to our maintenance staff and in turn had been repaired. He also mentioned that we need members on all of our committees. He reminded everyone that golf cart inspections are due and that we have a policy on the minimum age of cart drivers, which is 13 without an adult. He also reminded everyone about the leash policy for dogs and that there have been several recent incidents of dogs not being leashed.

**16. Financial Report – Rick Upton-** (covered above)

**17. Director's Report – Michael Hoffer-**(covered above)

**18. Strategic Planning Committee Report – Roger Yonts**

Roger gave a PowerPoint presentation (printed copy attached) outlining the progress of the Committee. He shared the Vision Statement, Mission Statement and Core Values. Also, he explained the SWOT

(strengths, weaknesses, opportunities, threats) analysis that had been recently completed (copy attached).

**19. Rainbow Dam Committee Report – Hal Barrineau**

Hal gave a brief history of the construction of Rainbow Lake in 1983 and how there were no guidelines regulating dams at the time. He said that in 2000, Safe Dams sent a letter to the Ranch naming some problems that had been discovered with Rainbow dam. He said that the problem was with the water seepage in the dam and the integrity of the dam itself. Hal explained the current actions taking place with the dam thru H & H resources and Land Development Professionals to address the issues (scope of service and recommendations attached). He also answered questions from the owners.

**20. Chapel Hill Cabin Rehab Report – Anita Curry**

Anita reported that through a request from Rick Upton to offer more cabins in the monthly lottery, the rehab project has been suspended. It may resume later when sufficient time has elapsed in offering more cabins for adoptions. She did say that though the work had been suspended, fundraisers would still be done to contribute to the electrical upgrade planned for Chapel Hill.

**21. Rodeo Report – Michael Hoffer**

Michael reported that the 26<sup>th</sup> annual rodeo was scheduled for June 19 & 20. He said we have a new sponsor/partner...the Booth Museum in Cartersville. They have given us about a \$6000 sponsorship at the museum in exchange for us allowing them to set up in the vendor area at Rodeo. He did ask for more volunteer helpers for Rodeo.

**22. Marketing Committee Report – Barbara Poole, Sandy Stephenson**

Barbara first recognized all the new owners. She then asked Sandy Adams to talk about the new Saddle Club. Sandy emphasized that this is a "club" and not a committee so she encouraged everyone interested to become a member. She said the purpose in the Club was to acquire new tack through fundraising as well as to educate both children and adults in riding horses and caring for them. Barbara then asked

everyone to share something positive going on at the Ranch with their owner friends & to encourage them to visit. She also invited everyone to participate in a committee and be involved in the progress.

**23. Upcoming Activities – Denise Roberson**

Denise reviewed the events that had taken place so far this year and said that the recent Marketing Committee survey reflected that owners would like more social events and activities. She said based on that, she has added a painting workshop on the last Saturday of every month, a master leather craftsman will be coming on August 8 and a photography class will be scheduled soon. She also said that the popular band from the past New Year's Eve party has been booked for next year! She also said that a social events group has been formed to help her plan owner events throughout the remainder of the year.

**24. Brief Q & A**

**25. Announce 2015 -2016 Nominating Committee**

**26. Announce Election Results – Christy Griffin**

The election results as calculated by the Ranch CPA firm (Baker & Mundy) representative Rob Mundy;

Brenda Harned	109 votes
Cecil Pacetti	100 votes
Jim Kaminsky	98 votes
Garnett Bandy	91 votes
Larry Blaze	78 votes

There were 144 mail-in ballots, of which 10 were disqualified; there were 42 cast at the meeting.

**27. Adjourn – Bill Poole**

*Christy Griffin*  
Secretary