

**Special Board Meeting Nine Mile Ranch
July 29, 2025, 6:00pm**

Board Members in Attendance: Dan McLelland, Rick Lewis, Leo Culloo, Stacey Johnson, Sonya Bachmann, Akshay Bhat, Andy Hill

Absent: Noah Brown, Cole Markusen

Committee Members in Attendance: Kirk Johnson

Meeting Called to Order at 6:02pm

Motion by Dan McLelland, to accept the following amended meeting agenda, adding in Treasury Updates by Stacey Johnson. Seconded by Stacey Johnson, Motion passes unanimously.

1) Old Business - Dan McLelland

Motion by Dan McLelland, to move approval of the Minutes of the Annual Members Meeting on June 21st, 2025, to the September 13th, 2025 Agenda, Seconded by Rick Lewis, Motion passes unanimously.

Action: Dan McLelland to add Annual Members Meeting Minutes approval to September agenda.

2) Treasury Updates - Stacey Johnson

Motion by Stacey Johnson, to open discussion regarding writing a check for \$ 31,000.00 from our Checking account, to Michael Martin our SnowPlow Contractor. This is a loan extended to Michael Martin for the dedicated purchase of a snowplow truck to be paid back to the HOA per the Promissory Note and snowplow contract. Seconded by Rick Lewis, discussion ensues.

Leo Culloo has reviewed the contract that the ad hoc and Legal Committee have developed at the July 12th, 2025 Board Meeting. Leo asks about including a Board Member to physically verify the information and condition on both the truck and collateral that are included with this agreement. Leo asks for photographs, VIN verification, and inclusive wording to be added to the contract or Promissory Note, protecting our investment.

Kirk Johnson asks if Leo Culloo can make time to meet with Michael Martin to document and verify the accessory collateral equipment. Leo has time on July 30th, 2025 and will reach out and set up some time to document the collateral equipment with Michael. Kirk also asks Leo to review the Contract and see where appropriate language can be added summarizing the collateral documentation.

Motion Amendment: by Leo Culloo, to amend the Contract, and/or Promissory Note, to include that a Representative of the Nine Mile Ranch Board make an appointment with Michael Martin to be able to verify and photograph the two pieces of equipment offered as collateral, to ensure that these are the actual equipment noted. Additionally when the vehicle we're financing arrives, we would meet up and photograph that vehicle and ensure it is the equipment specified in our documents. Seconded by Rick Lewis, discussion ensues.

Akshay Bhat questions our previous conversation about making sure that the collateral equipment was insured. Akshay says he doesn't see any insurance language in the Contract or Promissory Note. The Board conversates about what kind of insurance we think is appropriate as it affects our security interest.

Leo Culloo asks about the possibility of Michael Martin selling off the collateral equipment. Kirk Johnson asks if Leo sees somewhere in the Promissory Note to write it in.

Kirk Johnson summarizes that there are two additional items to address in our Contract and Promissory Note. The first being what kind of insurance requirement we need to document, and the second, what are the protective provisions if Michael Martin wants/needs to sell these pieces of collateral equipment.

Leo asks if our attorney is going to review our paperwork so we're properly protected. Rick Lewis asks what we might expect to pay for a consultation. Stacey Johnson says it would probably cost us an hour of time, and reminds us that we released funds at the July 12th, 2025 Board meeting to cover this venture.

The Board continues to work through several possible scenarios, and how best to address them to protect our interests. Kirk Johnson summarizes that the Board wants Michael Martin to maintain a minimal level of insurance coverage. Rick Lewis suggests that the level of coverage is commensurate with its use. Leo Culloo will write up the questions that we want to have the attorney address, and send them to Stacey Johnson.

Leo Culloo asks to clarify what the payment agreement stipulates specifically with regard to when the first payment is due. The contact states that it will be at the beginning of the plowing season. Leo says that it's subjective, and asks if we need to be more specific. Kirk Johnson responds that the terms of our service contact with Michael Martin allow that we pay him up front, and that we would simply be shorting this initial payment, so it's not actually something we would receive, it's an amount we will not be paying out to him for services, as it is the payment due on this new purchase loan contract. Stacey Johnson will ask the attorney to add in the wording to include that it's the beginning of the season, or December 1st.

Stacey Johnson, reviews our fiscal position \$103,000.00 Checking, \$19, 000.00 Savings, \$35,000.00 in CD. Stacey verifies that we're going to use funds from our checking for the \$31,000.00 The CD will roll over next June.

Kirk Johnson asks Leo Culloo if when Leo meets with Michael Martin, will he review these additional questions. Kirk has kept in touch with Michael where we are in discussions regarding this purchase loan, and has reviewed our initial contract.

Leo Culloo asks about Michael Martin's License, Insurance, and Bond status as he has been working under the 24/7 umbrella. Leo says it would be good to know. Kirk Johnson says that he's not sure about the status at this moment, but says that Michael does meet the Commercial Liability \$2,000,000.00 insurance requirement. Stacey Johnson says he has to have the license and insurance to get the bond. Kirk Johnson says that to get the insurance Michael would have to satisfy the licensing requirements from the insurance company. Leo will add it to the list of questions.

Motion by Stacey Johnson, to write a check for \$31,000.00 from our Checking account, to Michael Martin our SnowPlow Contractor. This is a loan extended to Michael Martin for the dedicated purchase of a snowplow truck to be paid back to the HOA per the Promissory Note and snowplow contract. With agreed upon amendment(s) to the Contract and Promissory Note. see Motion Amendment immediately following. Seconded by Rick Lewis, Motion passes unanimously.

Motion Amendment: by Leo Culloo, to amend the Contract, and/or Promissory Note, to include that a Representative of the Nine Mile Ranch Board make an appointment with Michael Martin to be able to verify and photograph the two pieces of equipment offered as collateral, to ensure that these are the actual equipment noted. Additionally when the vehicle we're financing arrives, we would meet up and photograph that vehicle and ensure it is the equipment specified in our documents. Seconded by Rick Lewis.

Stacey Johnson asks about transparency in documenting this for the General Membership by attaching to the Meeting Minutes. Kirk Johnson reminds us that we have spent HOA fees for attorney council and contracts, and that our website has public access. The Contract and Promissory Note are available through request, but will not be posted on the open HOA website. Kirk Johnson agrees to write up a comprehensive report of the Board's activity, decisions, and factors considered, protections we considered and enacted, and historical context.

Motion by Stacey Johnson, to have Kirk Johnson write up a summary review report regarding the Board's decision to engage a five year loan and service agreement with Michael Martin, Snow Plower contractor. That report will be a second page to be attached to the Meeting Minutes to be posted on the website, and will be approved by the majority of the Board via email. Seconded by Sonya Bachmann, Motion passes unanimously.

Sonya Bachmann asks Kirk Johnson to include historical context and factors that made this a good decision for the HOA.

Action: Kirk Johnson will send Leo Culloo contact information for Michael Martin. Leo asks Kirk to let Michael know he'll be in contact, and that he's an authorized representative of the Board.

Action: Kirk Johnson will write up the explanatory review for why the HOA extended funds for purchase of a truck for Michael Martin.

Leo Culloo reaffirms that he'll be sending Stacey Johnson an email with the extra questions to be run by the attorney for review. Stacey will be contacting the attorney immediately so that we can get the additional items written into the Contract or Promissory Note as appropriate. Leo will confirm Michael Martin's responses and results of the physical verifications. Stacey will secure the Cashier's Check when the revised Contract and Promissory Note are signed by Dan McLelland- Nine Mile Ranch HOA President, and Michael Martin.

Dan McLelland thanks everyone for their contributions for this purchase agreement.

Kirk Johnson says that Michael Martin touched base with Frank of 24/7, discussing that we were going to engage him to be our contracted Snow-plower for the next five years. Frank indicated that he supported Michael, and asked that if the HOA needed coverage for some reason that he be considered. Frank has provided great service for us for several years.

Michael Martin will not be able to plow personal driveways, as his trucks are too large. Frank at 24/7 will probably be a solution for those who want/need their driveways done. Bill Burman is the contact to coordinate service through if needed. Bill can be reached at 509-476-2996

Dan McLelland, called to adjourn the meeting at 6:45pm,

Next Meeting September 13th, 2025, Zoom Invitation and Agenda to follow