



## Minutes of Meeting of the Board of Directors of The Tower Ranch Community Association (TRCA)

**Date:** Tuesday, 16 May 2017 7:00 PM  
**Place:** Members Lounge, Tower Ranch Clubhouse  
**In attendance:** Directors - Don Spruston, Craig Fowler, Jennifer Bridarolli,  
Transition Committee - Glen Wood, Donna Welda, Don Folstad, Jon Durkin, Danny  
Funk and Rick Watt.

### Opening and Introductory Comments

Don Spruston opened the meeting at 7:00 PM and the Meeting agreed that he would act as Chairman for BOD-2. The Chairman welcomed the Directors and Transition Committee to the second meeting of the TRCA Board of Directors (BOD). The Chairman welcomed Rick Watt who has agreed to participate on the Transition Committee.

### Approval of Minutes for BOD-1 9 May 2017

The Chairman advised that there were no comments or suggestions to the draft minutes for the BOD-1 meeting held on May 2, 2017. The Chairman recommended approval of the Minutes subject to the addition of the financial summary when completed by Donna and reviewed by the Board. Glen Wood moved that the BOG-1 Minutes be approved, seconded by Jennifer Bridarolli. Members unanimously voted in favour.

### Update by Team Leaders

The Chairman invited each of the team leaders to provide a brief update.

Donna Welda -lead for financial assessment. The update is to be covered in the financial assessment agenda.

Glen Wood -lead for boulevard landscaping. Glen advised that he was working with Fortis to set-up a TRCA Account. He briefed the meeting on the steps required to repair the irrigation box. The expectation is anywhere from 1 to 2 months to complete the work and adjudicate the claim with ICBC. Considerable discussion followed on options for maintaining the bedding plants along the boulevard, as well as discussion on costs from previous years.

Jon Durkin -lead for clubhouse amenities. The item will be covered in this meeting's agenda.

Don Spruston -lead for the clubhouse strata. Don advised that he sent everyone a memorandum regarding the By-Law and Agreement provisions regarding lease of the amenity room prior to the transition date. Legal assessment will be sought only if Parkbridge does not cooperate in reducing costs to TRCA and also dependent on the invoicing by Carrington for strata costs. The clubhouse strata team will work on a proposed strategy for working with Carrington.



Don Spruston - lead for communications. Don advised of work to develop a preliminary design for a TRCA website. A domain name and hosting has been secured and a search is being conducted to find the right scheme.

Craig Fowler - lead for membership. Craig advise that he had been in contact with Christy Lovig, the lawyer the Board agreed should be consulted to provide legal representation. Ms. Lovig advised that she would be available in approximately two weeks. The meeting agreed to wait, but would like research by a paralegal, if possible, during the interim. Craig is to follow up.

Regarding membership issues, there was considerable discussion regarding Parkbridge contribution payments as well as those for some homeowners. It was also agreed that Dilworth should be advised of the rent charge.

## Financial Assessment

Donna Welda advised that work is ongoing to complete a summary of the financial status. She briefed on a number of Parkbridge entries, some of which are straightforward and agreement should be easy. However, there are files for which legitimacy is doubtful. Further work is required. Donna emphasized concern for Parkbridge 2015 accounts as considerable expenses were made that year and yet the Association was receiving no revenue because Parkbridge had not yet set up a rent charge payment program. Donna reiterated her feeling that there was avenue for redress given the fact that these expenditures were made by Parkbridge without their having set-up the required accounts receivable process. The Meeting agreed the issue warranted further assessment during development of the strategy for working with Parkbridge. Donna advised that she would try to finish the financial status summary within a few days.

Donna recommended assistance from a volunteer homeowner be sought to maintain the accounts receivable file. Donna and Jennifer are aware of a homeowner who may be prepared to assist. Donna will determine her willingness. If the homeowner agrees to help, she should work with Craig Fowler to ensure the membership and rent charge receivables are in harmony.

## TRCA Bank Account

The Chairman advised that Donna Welda had completed her review of three potential banks. Her recommendation is TD Canada Trust on Highway 33. The Chairman proposed motions be presented for the selection of the bank, authority to sign cheques, number of signatures on a cheque and expenditure of funds to set up an account.

Board Decisions (to be incorporated into a TRCA Financial Policy)

1. Jennifer Bridarolli presented a motion to select the TD Canada Trust bank for TRCA banking. Danny Funk seconded the motion and the Meeting unanimously accepted.
2. Jennifer Bridarolli presented a motion to approve the three TRCA Directors for signing authority and that two signatures be required on all cheques. Danny Funk seconded the motion; all concurred.
3. Glen Wood presented a motion to authorize expenditures by the directors to set up the TD Canada Trust account. Jennifer Bridarolli seconded the motion; all concurred.



## **Amenity Procedures**

Jon Durkin advised that he had a productive meeting with Neil Schmidt on use of the amenity and exercise rooms. He advised that some issues remain with respect to insurance and security, but general concepts have been developed. Attachment 1 to these Minutes provides detail of Jon's briefing.

## **Adjournment and Next Meeting**

The chairman advised that the next meeting would be held on Tuesday, May 23rd at 7:00 PM.

Don Folstad advised that he had arranged a walkthrough of the clubhouse common property areas for Thursday, 18 May 1:30 PM.

The Chairman adjourned the meeting and thanked everyone for their assistance.



## Attachment 1 to BOD-2 Minutes

### SUMMARY OF MAY 12 2017 MEETING BETWEEN NEIL SCHMIDT (NS) AND JON DURKIN (JD)

Both JD and NS agreed up front that we have entered new days in the relationship between the TRCA and the Clubhouse and we are committed in establishing a good working relationship between the two groups since doing so will have significant associated mutual benefits.

#### 1. Existing Clubhouse SOPs for use of the Amenities Room (AR) and the Gym

**Background:** The Clubhouse works on a two season basis; a Golf Season (April 1 to October 31) and a Winter Season (November 1 to March 31).

- a. During Golf Season the Clubhouse operates between 7:00am to 9:00pm.
  - i. Under normal circumstances TRCA access to the AR and Gym should be within the Clubhouse's operating hours. Use of the AR/Gym outside these hours will require prior notification and the agreement of NS since such would impact security and staffing norms presently in place.
- b. During Winter Season Clubhouse staffing is minimal with the security system normally activated.
  - i. TRCA access to the AR/Gym is limited to the existing FOB entry system in which access and egress to the building is restricted to the door immediately adjacent to the AR [i.e. the door with the red push button used to leave the building].
  - ii. The use of the FOB deactivates the internal security system for a 90 min period for access to the AR/Gym areas. Any attempt to open other secured doors (internal and external) will trigger an alarm situation.
- c. TRCA members who access the AR/Gym areas have two options:
  - i. Complete activities within the 90min window and leave via the same door by pushing the red button, or
  - ii. Leave the building and re-enter using the FOB system to initiate another 90 min period

**ACTION 1: JD to recommend to the TRCA that we will work, at least for now, under the existing SOPs outlined in Sections 1a and 1b**

#### 2. TRCA/Clubhouse procedures discussed related to the AR

- a. As is current practice, requests from TRCA members to use the AR will, at least initially, be made to NS. NS will book the event by contacting JD by email describing the date, timeframe and nature of the event [e.g. meeting, party, reception] and roughly the number of people attending.



- b. In the case of an event that may exceed the present capacity of the AR with respect to furniture, dishes, food preparation or numbers, etc, NS will discuss with the requesting TRCA member event logistics and the role the Clubhouse could play in making the event a success by supplying additional furniture, supplies and/or staff [that may involve a cost to the TRCA member) or recommendation on external rental/service companies.
- c. JD and NS will keep duplicate event calendars to ensure both parties have a properly aligned list of booked events.
- d. The Clubhouse can also use and book the AR for its events in which NS will inform JD of the request as outlined in Section 2a. JD will confirm the booking request to NS. Use of the AR by the Clubhouse may in cases involve payment to the TRCA [to be discussed].
- e. Requests by non-residents to use the AR will be treated in the same manner as outlined in Sections 2a and 2b, except that NS will determine the rent to be charged for the room, payable to the Clubhouse. That rental rate will include all set up costs, services provided and cleanup costs. The rate paid to the Clubhouse will also include a \$100 flat rate for a partial day (less than 4 hours) or \$150 for a full day event to be paid to the TRCA for use of the AR. How and when such payments are to be made need to be worked out.
- f. Varia
  - i. Use of outside liquor in the AR: NS is presently uncomfortable with this since he believes if something were to go amiss pertaining to liquor in the AR it could negatively impact his Clubhouse liquor license. Further discussion indicates that the AR is under the blanket liquor licence for the Clubhouse. One solution discussed is that if it is requested that outside liquor be used in the AR, then the Clubhouse will impose a corkage fee to offset, in part, the need for Clubhouse staff to serve the liquor. JD and NS will discuss what a reasonable corkage rate would be, but both agree that such a rate would be discounted for TRCA members.
  - ii. Cleaning: Routine cleaning of the AR is done by KBM Janitorial Services on a weekly basis as part of the overall Clubhouse schedule. Compensation for this service by the TRCA needs to be worked out. TRCA members booking the AR are responsible for leaving the room as it was found [details wrt returning additional clubhouse furniture, supplies etc. to be worked out]. A refundable cleaning deposit may be the best approach for events beyond a defined size and scope. If NS determines that additional cleaning needs to be performed after an AR event, he will inform JD of such. If JD agrees he will approach the TRCA member who booked the event asking that he perform



the requested addition cleaning or have Clubhouse staff do so at a cost to the TRCA member (or his deposit).

- iii. All furniture/appliances/TVs are the property of the TRCA

**ACTION 2: NS and the TRCA to mutually identify any compelling legal/insurance issues (including potential impact on Clubhouse liquor license) associated with TRCA members and non-residents bringing outside liquor to TRCA sanctioned events.**

**ACTION 3: NS and TRCA to agree on compensation for routine cleaning of the AR by KBM Services. TRCA to determine if a refundable cleaning deposit should be part of event bookings beyond a defined size and scope**

### **3. TRCA/Clubhouse procedures discussed related to the Gym**

- a. NS stated that approx. 75 FOBs have been issued to TRCA members, mostly for access to the Gym. To secure a FOB one must pay a \$25 deposit and sign a liability waiver. Each FOB can be independently tracked wrt building entry. JD and NS agree that the waiver is out of date and may require an update.
- b. All Life Fitness equipment and free weights are the property of the TRCA who is responsible for upkeep and maintenance. Any issue with the equipment should be reported by TRCA members to the Pro-Shop (during Golf Season) or JD directly (Winter Season). NS will inform JD of such issues and he will be responsible for inspecting the equipment in question and having it repaired if warranted. Presently NS uses Richard Zeal ([604-817-3024](tel:604-817-3024) (c) [604-320-7249](tel:604-320-7249) (w) and [Richard.zaal@lifefitness.com](mailto:Richard.zaal@lifefitness.com) ] for maintenance and repair of the Life Fitness equipment.
- c. Routine cleaning of the Gym is done by KBM Janitorial Services weekly basis.

**ACTION 4: NS and TRCA to agree on compensation for routine cleaning of the Gym by KBM Services. TRCA should take over maintenance contact for Life Fitness equipment in the GYM**

### **4. Insurance and Waivers related to the AR/Gym**

- a. NS has supplied Don Spruston and JD with a document from the Clubhouse insurance brokers which NS believes confirms that the TRCA has adequate insurance coverage for any and all events held in the AR.

**ACTION 5: The TRCA needs to independently confirm that we have adequate insurance for both personal injury and property damage related to the AR and the Gym. TRCA to review the liability waiver signed by TRCA members to secure a FOB and determine if it has any bearing on insurance related to the Gym. TRCA to review present liability waiver and recommend to NS possible changes for consideration.**



## 5. Other TRCA/ Clubhouse related items

- a. NS is presently listed as First Responder for all issues arising wrt the Clubhouse and the Tower Ranch Community at large including fire, police and water. For example he was the person first contacted by the police concerning the accident involving the irrigation control box.

**ACTION 6: TRCA to review First Responder's list, and at the least, add names to the list for TRCA responsible issues.**

*Draft by JD May 13 2017 (ver. 1.1), revised May 22 (ver.2.0)*