

PINE MEADOW RANCH OWNERS ASSOCIATION  
EXECUTIVE COMMITTEE MEETING  
PINE MEADOW RANCH  
DECEMBER 22, 2009

In Attendance: Hutch Foster, Dan Heath, Sue Larsen, Bob Burdette

Ex Officio: Jody Robinson

Guest: Gary Hoxer, Lot E-61

Hutch Foster called the meeting to order at 6:45 p.m. Due to lack of a quorum, the meeting was in Executive Committee format to discuss issues and pay monthly bills. No action would be taken on official business.

### **Approval of Minutes**

The minutes of the November 16<sup>th</sup> regular Board meeting were tabled to the January meeting.

### **Owner/Visitor Open Forum and Owner Communications**

Mr. Hoxer explained that he owns a cabin at the top of Pine Loop Road where it breaks off from Uintah View Drive. His cabin is the first cabin on the right, which is a hundred feet from that intersection. Mr. Hoxer stated that he started building in July 2008 and paid Rocky Mountain Power \$6500 to put in a power box across the street. The Water Company had said that the line was buried at 4 feet; however, his contractor hit the line at 3 feet and broke a 6" main. The water ran for approximately 30 minutes before it was shut off and it caused damage to the road. Mr. Hoxer understood that the damage was repaired by the contractor. He also understood that heavy trucks were prohibited during the winter months. Mr. Hoxer stated that he was consistent in following that regulation and no damage was done by heavy trucks. However, that Fall the Water Company had installed a fire hydrant on the lower boundary of his property. In order to place the line the Water Company dug up the road, but due to storms, they were unable to repair the road. Mr. Hoxer pointed out that road erosion took place because of heavy rain, and he believed that the erosion occurred because the road was not repaired when the fire hydrant was installed.

Mr. Hoxer asked Jody Robinson if his theory was reasonable and made sense. Mr. Robinson replied that it did make sense. Mr. Hoxer believed that Mr. Robinson had put down road base and graded it out in July 2009. He understood that the HOA was not responsible for information he was given by the Water Company. However, he believed there was a case to be made that when Mr. Robinson laid the road base, he did it from the corner where it leaves Uintah down to well below his cabin. Mr. Hoxer stated that approximately 500 feet of road base was laid down and graded and his lot is

only half that distance.

Mr. Hoxer stated that he loves his neighbors and he tries to be a good neighbor himself. He tried to do the right thing because he knows that heavy trucks can tear up the roads. He did not believe he was being unreasonable in thinking that he was entitled to have his \$2,000 impact fee refunded based on the situation. He hesitated in suggesting a \$1,000 refund, but would feel he had been treated fairly if that was all the Board would consider refunding. He would argue against losing the entire impact fee.

Mr. Burdette stated that when the water line was broken and the road was washed out, he understood from Mr. Hoxer that the contractor put back some of the material using his own equipment. Mr. Hoxer clarified that this was what he was told by the contractor, but he did not personally see that occur. When he went to the site a day later he saw very little damage and the contractor told him that his employee had repaired the damage that occurred when the main was broken.

Mr. Burdette asked Mr. Robinson if he knew how the damage was repaired and what it looked like after the contractor fixed it. Mr. Burdette pointed out that there is a significant difference between digging up dirt on the mountain and putting it on the road versus laying down 3" minus on that road and road base over the top. Simply filling a hole with dirt does not necessarily restore a road.

Mr. Robinson recalled that he saw the road after the runoff and after the fire hydrant was installed and he had regraded it. Mr. Burdette clarified that the fire hydrant was put down the hill below the break. He wanted to know which area was damaged when the runoff occurred this spring, Mr. Robinson replied that washout occurs any place where the road is disturbed. Mr. Hoxer noted that the road at the bottom of the hill, well below his cabin, took the brunt of the runoff. That is where most of the damage occurred. The road in front of his cabin was relatively minor in comparison.

Mr. Burdette asked if the materials the HOA paid for was used to fix the entire section of road, and not just where the water line was hit. Mr. Robinson replied that the road was repaired all the way down from the intersection. Mr. Burdette noted that this was more detailed information than what was given during a previous meeting when the road repair was discussed.

Mr. Hoxer did not deny that some damage occurred when the line was dug for his power, but he felt he was also being blamed for situations that occurred outside of his construction.

Mr. Burdette stated that the rule for an excavator digging anywhere on the road is that they must hand dig within a foot of anything that is laid in the ground. If the water line is four feet in the ground, equipment can be used to dig the first two feet, but the remainder must be hand dug. Mr. Hoxer stated that he was unaware of that rule. Mr. Burdette explained that the rule is based on safety issues. Mr. Foster stated that the rule is not spelled out on the construction agreement but it is a standard guideline for excavating. Mr. Hoxer remarked that if his contractor was aware of that guideline he did not adhere to it. The contractor had said they hit the line at 3 feet and Mr. Hoxer assumed it was hit with a machine. He reiterated that splitting the \$2,000 impact fee with the Owners Association would be fair to both parties.

Mr. Burdette believed that if the Water Company changed the quality of the road by putting in the fire hydrant, then the Water Company should be responsible for payment. Mr. Foster remarked that two things occurred on the road to cause damage, in addition to an unusually wet Spring. Since several factors contributed to the problem, he felt it was reasonable to consider a partial refund. Mr. Foster felt the Board needed to look at their relationship with the Water Company before deciding whether or not to pursue that avenue.

Mr. Foster apologized for not having a quorum this evening to give Mr. Hoxer a definite decision. He asked Mr. Hoxer to be patient for another month and that it would be scheduled for discussion at the January meeting.

### **Mr. Hoxer left the meeting**

Mr. Burdette stated that at the last meeting, he understood that the road damage was caused strictly by the water line break. At that meeting he was of the opinion that if the owner caused major road damage, none of the impact fee should be refunded. However, after hearing the details tonight, he had a softer opinion.

Mr. Foster recalled that at the last meeting he thought that splitting the refund was an equitable solution. After hearing Mr. Hoxer this evening, he still held to that position, especially since there was no way to know which excavation caused which problem. Mr. Foster felt there was evidence of very little equipment traffic that year.

Mr. Robinson disagreed, noting that there was heavy equipment traffic all winter. Mr. Foster remarked that there was equipment on Mr. Hoxer's lot, but he did not see it move around the Ranch. Mr. Robinson stated that it was chained up on the road in front of the house all winter. Mr. Foster clarified that he had seen the equipment in his yard but never on the road. Mr. Foster intended to stick with his position of suggesting

a split. In addition, he would like to change the process for requesting a refund and requested to have that discussion later in the meeting.

Mr. Heath remarked that he had voted at the last meeting to split the refund with less information than he knew now. Since the damage Mr. Hoxer caused was done during the summer, Mr. Heath stayed with his previous decision to refund half of the impact fee.

Sue Larsen thought a partial refund was fair.

#### Policy change

Mr. Foster stated that from the time the refund policy was put in place, the responsibility is on the Board to prove that a homeowner does not deserve a refund. That policy puts the Board in an awkward position, primarily because the area reps are not always able to track the projects in their area. Mr. Foster proposed that the Board change the process and put the burden on the owner to demonstrate to the satisfaction of the Board, that construction was shut down for the winter. Mr. Foster stated that the Board would have to decide what type of vehicles would be allowed during the winter months and he personally suggested nothing larger than a standard pickup truck. Panel trucks, box trucks, trailers, and heavy equipment would be prohibited.

Ms. Larsen asked if it would be acceptable to bring up material on a Snow Cat. Mr. Burdette noted that Snow Cats and Snowmobiles are already allowed during the winter.

Mr. Foster stated that the owner would need to demonstrate compliance through photographic evidence, delivery tickets and other means the owner believes would be convincing. Under the current policy, he felt it was difficult for the Board to convincingly deny refunds without actual evidence of road damage. Dan Heath suggested limiting the size of pickup trucks for clarification. Mr. Foster stated that the details could be worked out, but he would like the Board to consider a policy change that shifts the burden of proof from the Board to the owner. This item would be on the agenda for discussion at the next meeting.

#### Building Guidelines

This discussion was tabled to the next meeting.

#### **Water Board Update**

Dan Heath reported on a leak that occurred on Running Deer because the owner left the water on and did not insulate the meter. He noted that the problem is how to get people to pay attention and turn off their water, since losing 100,000 gallons of water affects supply and fire protection. The Water Company discussed and passed a policy of fining up to \$5,000 for negligence. Mr. Heath stated that \$5,000 does not begin to cover the cost involved in the long term.

Mr. Foster asked if the line blew on the Ranch side of the meter? Mr. Heath answered yes. Mr. Burdette wanted to know what owners should do besides turning off their water at the meter. Mr. Robinson replied that owners should also insulate their meter. Mr. Foster stated that he had forwarded Brody Blonquist several emails from people wanting to know how to insulate their meters. He asked if Mr. Blonquist had posted those recommendations online. Mr. Heath suggested that the Water Company could insulate the meter and bill the homeowner for the work.

Mr. Heath stated that a second issue for the Water Company was the culvert that Jody Robinson reinstalled. He reported that the Water Board suggested that the Water Company would purchase the culvert and the Owners Board would pay for the installation. Mr. Foster felt that was a fair compromise considering the situation. Mr. Heath understood that Eric Cylvick planned to contact Mr. Foster with their proposal. Mr. Robinson agreed that it was a fair solution. Mr. Foster stated that the Board would affirm that arrangement at the next meeting.

Mr. Burdette wanted to know when the Water Board meets. Mr. Foster believed it was posted on the website. Mr. Burdette questioned whether the website was updated. Mr. Foster stated that he would continue to attend the Water Board meetings and thanked Mr. Heath for attending the last meeting when he was unable to be there.

### **Manager's Update**

Jody Robinson reported that very little was happening other than plowing. He had also been doing maintenance work on the grader and the truck.

Mr. Burdette recalled that several months earlier the Board discussed purchasing a repair manual for the grader. Mr. Robinson stated that the cost was approximately \$800. Mr. Burdette believed that the benefit of the manual would exceed \$800 worth of value. He recommended that Mr. Robinson order a manual.

**MOTION:** Bob Burdette made a motion to acquire repair manuals for the grader at the cost of approximately \$800. Dan Heath seconded the motion.

VOTE: The motion passed unanimously.

Mr. Foster stated that all the disbursements from this meeting would be presented to the entire Board at the next meeting.

Mr. Heath commented on a previous discussion regarding lot SS-BDY-15-1. He stated that he had spoken with the assessor and they were unaware that the land was landlocked and that it does not have a permit.

### **Monthly Budget**

Mr. Burdette reviewed the unpaid bills in the amount of \$10,030. He noted that mileage reimbursements for the last six months were due this evening. Mr. Burdette remarked that the bill for \$360 from Ed Ercanbrack for delivery of three loads of sand were the missing loads that were not included on the last bill. The bill from Geary Construction for \$505 was the cost for purchasing the sand plus three loads of 3" granular. The \$800 bill from JE Excavation was the installation of the culvert on Alexander Canyon.

Mr. Burdette referred to a \$515 bill from Suburban Propane and recalled from the last meeting that the Board had talked about telling Suburban Propane not to top off the tank. The bill was for 38 gallons that was put in on November 10<sup>th</sup>. Mr. Foster assumed that the fill was done before Suburban Propane was contacted. He remarked that if they receive a bill next month from Suburban Propane they should refuse to pay it. Mr. Foster asked Carol to follow up with Suburban Propane to make sure they understand that they are not to fill the tank again. She should also inform them that if the tank is filled again this winter without explicit request from the Owners Association, the bill would not be paid.

Mr. Burdette noted that Suburban Propane charges \$4.80 per gallon, which is extremely high. Mr. Foster noted that the tank would go away this Spring. The intent was to get through the winter.

Mr. Burdette continued reviewing the unpaid bills. He noted that the bills, plus Jody's payroll, and payroll taxes totaled \$10,030.

MOTION: Mr. Burdette made a motion to pay the unpaid bills in the amount of \$10,030, plus any mileage reimbursements submitted this evening. Sue Larsen seconded the motion.

VOTE: The motion passed unanimously.

**Mr. Robinson left the meeting.**

**Miscellaneous Business**

Bonus for Jody Robinson

Mr. Foster stated that last year the Board gave Jody Robinson a \$500 year-end bonus. He noted that Carol was not given a bonus and he wanted to discuss bonuses for both Carol and Jody this year.

Mr. Burdette believed Jody had performed a phenomenal service again this year. He rises to the level and meets their expectations each year. Mr. Burdette suggested a \$500 bonus to equal last year's bonus. He did not think a lesser amount was appropriate. Mr. Foster asked if there was an appropriate increased amount that would be non-precedent setting, but would still acknowledge their continued appreciation for his work.

Mr. Burdette stated that in 2009 the Board did an incredible job paying necessary expenses without being extravagant. After paying over \$10,000 in bills this evening, the Owners Association would still have \$35,000 in the account. He anticipated some additional invoices that might come in before the end of the year.

Mr. Burdette suggested that any bonus amount would be a precedent setting issue and creates the expectation for something similar going forward. An increase sets the expectation for another bonus the following year and possibly an ongoing increase. Mr. Burdette noted that Mr. Robinson is compensated in salary and insurance benefits for the work he does. His bonus is intended as a thank you.

Mr. Heath remarked that with the state of the economy, he did not think the bonus should be increased. Mr. Burdette reiterated that the bonus is a thank you from the Board and not compensation for his work. Mr. Foster agreed that it is a thank you gift and not a performance bonus. He was comfortable leaving the bonus at \$500. He reminded them that the Board had not re-evaluated Mr. Robinson's compensation this year and suggested that they may need to do that in the future. Mr. Burdette recalled that the Board had readjusted the split on Mr. Robinson's health insurance. Mr. Foster replied that dental insurance was added to his benefits. Ms. Larsen believed that \$500 was an appropriate bonus for this year.

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MOTION: Bob Burdette made a motion to give Jody Robinson a \$500 Christmas thank you gift. Dan Heath seconded the motion.

VOTE: The motion passed unanimously.

The Board moved to closed session to discuss a potential bonus for Carol Steedman, KGC Associates, and following that discussion moved back to open session.

#### George Ramjoue

Mr. Foster reported that George Ramjoue had sent him an email stating that he would not be in attendance this evening, and that he appreciated working with the Board members and everyone's dedication to improving the Ranch. Mr. Foster noted that Mr. Ramjoue was selling his house and moving off the Mountain. That was his reason for resigning from the Board.

#### Next Meeting

Mr. Foster noted that beginning in January, the Board would be back on their regular schedule of meeting on the fourth Tuesday of each month. The next meeting is scheduled for January 26 at the Sprague Library in Sugarhouse.

The meeting of the Pine Meadow Owners Association Board adjourned at 7:38 p.m.

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