

Approved  
April 15, 2014, as corrected

PINE MEADOW RANCH OWNERS ASSOCIATION  
MONTHLY BOARD MEETING  
SHELDON RICHINS BLDG.  
KIMBALL JUNCTION  
PARK CITY, UTAH  
MARCH 18, 2014

Board Members: Tony Tyler – President; Dan Heath – Vice-President; Pat Kreis – Treasurer; Honey Parker – Secretary; Matt Brown (Area 1), Jeremy Jespersen (Area 2), Alan Powell (Area 3), Tom Deaver (Area 4); Mark Hogdson (Area 5); Mike Gonzales (Area 6); Nick Boyle (Area 7),

Ex Officio: Jody Robinson, Ranch Manager

Guests: Bob Bethke, Lot D-69, *Bill* and Suzanne Benelli, Lot E-85, David Moosman, Lot I-1, Glen Moosman, Lot I-2

Tony Tyler called the meeting to order at 6:30 p.m.

### **Approval of Minutes**

February 18, 2014

Tony Tyler referred to page 1, Owner/Visitor Open Forum, second sentence, and changed “...asked the water company...” to correctly read “...**ask** the water company... Same paragraph, last sentence, Mr. Tyler corrected the last sentence to read, “...for that issue **and** it specifically defers to the local ordinance.”

Mr. Tyler referred to page 2, PI-D-69 – Yurt, fourth paragraph, and removed the word the before Mr. Sargent.

Mr. Tyler referred to page 4, third paragraph, last sentence and removed the word of from the sentence after the word option to correctly read, “....considered the option but he did not think it would look right.

Mr. Tyler referred to page 7, third paragraph, last sentence and changed Board member to correctly read, Board **members**.

Mr. Tyler referred to page 10, last paragraph, and struck the sentence, “Ms. Kreis felt the manufacturer would have to be a consideration if they revise the Architectural Guidelines because some Yurts are poorly made and would not withstand the conditions on the Ranch.” Mr. Tyler did not believe that sentence was stated actually.

MOTION: Tony Tyler moved to APPROVE the minutes of February 18, 2014 as corrected. Honey Parker seconded the motion.

VOTE: The motion passed. Mike Gonzales, Nick Boyle and Matt Brown abstained from

the vote since they were absent from the February 18<sup>th</sup> meeting.

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

Glen Moosman stated that he had received a certified letter stating that he was not in compliance with the snow plowing agreement. He pointed out in his response that he had not plowed at all and they were actually talking about his son, David's, lot PI-I-1.

Mr. Tyler stated that he realized the mistake and he apologized for sending Mr. Moosman the letter.

Mr. Moosman apologized to Nick Boyle for making the assumption that he had sent the letter as the Area 7 representative. He later found out that Mr. Boyle had not sent the letter. Mr. Moosman also apologized to anyone else he may have offended.

Mr. Tyler clarified that he had sent Mr. Moosman a notice of non-compliance after the last Board meeting when they were made aware that an individual was plowing from Parcel I-1 off of Oak Road. They were not on the approved plowers list and have not signed a contract. He incorrectly sent the letter to Mr. Glen Moosman and he was made aware of the error by Dan Heath. Mr. Tyler revised the notice of non-compliance and sent it to Mr. David Moosman.

Mr. Moosman provided a handout he had prepared. He had outlined the 2013-2014 winter season requirements for snowplowing. He noted that nothing talks about snow blowing until the fourth paragraph down, where it is mentioned in the minimum standards. The language reads, "Plowing of snow from roadway to existing drainage ditch in order to provide drainage in the spring runoff."

Mr. Tyler explained that in the meeting minutes where these regulations were discussed, plowing is a word that is utilized for either pushing snow off the road with a blade or blowing snow with a piece of equipment.

Mr. *Gonzales* pointed out that in terms of plowing they were talking generically about snow removal with a vehicle. Mr. Moosman explained why he believed there was a significant difference between plowing and blowing and the damage it can cause. Mr. Moosman provided photos of two offending snow blower machines and noted that the Association requires a \$1 million bond to operate the machines. Mr. Tyler clarified that the Association requires a \$1 million liability insurance policy naming the Ranch as an additional insured. It is not a bond. Mr. Deaver pointed out that *PMEEF* has a group policy that a plower can join for \$196 for the entire season.

Mr. Moosman respectfully disagreed. He believed the requirement was an overreach for a plowing vehicle. Mr. Tyler stated that the issue was more than just the equipment utilized. The requirement is in place because everyone owns the roads and the Association has a different form of liability to make sure the roads are plowed to a standard that is acceptable for their own liability. In addition to the equipment, there is additional liability for the Homeowners Association. A person can clear snow on their own driveway without any requirement; however, once they reach their neighbors property, which is the road, the plower needs to respond to how the Homeowners Association wants it cleared. The HOA dictates how plowers should clear the snow from the roads; otherwise, they are not allowed to clear it at all.

Mr. Moosman respected that particular issue. However, he had other points to present. Mr. Moosman thought the definition of damage could also be extended to a shovel, and it was ridiculous to require someone to have liability insurance if they get stuck on the road and try to shovel out their vehicle. Mr. Gonzales thought Mr. Moosman's example was extreme because there is a difference between clearing the road with a shovel or shoveling to clear a stuck vehicle. Mr. Deaver pointed out that where Mr. Moosman lives is a heavily used snowmobile trail and there are many children in that area.

Mr. Moosman wanted to know who clears the road for Plat D. Mr. Tyler explained that there are two sections. The section from the S-turn to the cut-off with Navaho is cleared by Area 4 South and their plow group. He plows the northern section from Navaho back to Beaver Circle and Elk on behalf of Area 4 North, a community association. Mr. Moosman indicated a section on the map that starts at Plat D and runs north. Mr. Tyler replied that the section Mr. Moosman indicated was not part of the Ranch or the HOA and he was unsure who was plowing it.

Mr. Moosman stated that the portion his son David was accused of plowing was not Ranch property. Mr. Tyler replied that based on the diagram it may appear to be off the Ranch but it was actually Ranch property owned by the HOA. Mr. Moosman stated that he had gone to Summit County and looked at the boundaries of the Homeowners Association. The map he saw did not show the extension of Plat D they were talking about. Mr. Tyler offered to research it with the County, but he was certain that there was a sliver of land that was owned by the HOA. Mr. Deaver remarked that Doug McAllister owns part of the land. It is on the Ranch because Mr. McAllister pays HOA fees on the property.

Mr. Tyler intended to follow through on the ownership issue. However, he could see no reason to change the winter plowing requirements. Mr. Tyler stated that the letter sent to David Moosman was only a warning and a fine was not assessed. If he intends to continue to clear the roads he needs to comply with the snowplowing requirements.

Mr. Moosman clarified that he was not trying to be difficult. They were merely trying to defend themselves on what appears to be an unreasonable interpretation and application of the snowplowing policy. Mr. Tyler appreciated the input and informed Mr. Moosman that the Board reviews the snowplowing contract on an annual basis. They would notify him the next time it comes up for review.

### **On-going Business**

#### PI-D-69 Yurt

Mr. Tyler reported that the Board had sent Mr. Bethke a letter outlining the interpretation from the Homeowner's Association attorney, Ted Barnes, regarding the Yurt. The attorney was very specific in saying that the HOA could not approve any structure that would not be approved by Summit County. Mr. Tyler stated that if the Board does not enforce the guidelines that are in place they risk losing the ability to enforce them. The issue for discussion this evening was how to enforce the current guidelines as it relates to the Yurt.

Mr. Bethke requested time to review the letter with the Board and share additional information to help with the decision. Mr. Bethke stated that at the last meeting he thought everyone had agreed on a diplomatic method for trying to get the Yurt approved as a permanent use by amending the architectural guidelines. Following that meeting he received the certified letter with the attorney's interpretation that the Board was prohibited from approving any plans for a permanent structure which does not meet the Summit County Building Codes. Mr. Bethke noted that three comments were attached to the letter. One was that Tony Tyler had called Robert Taylor, the Summit County Chief Building Official, and he was surprised to hear that Mr. Bethke had been issued a red tag for non-compliance with County Regulations. The second was that the process to require a building permit for the Yurt would be difficult and would take several months. The third was whether it was even possible to permit the Yurt as a permanent structure and that the Yurt did not meet County Regulations.

Mr. Bethke provided copies of an email correspondence he had with Robert Taylor which showed that he has been actively working on a building permit, that there was not an issue, and that plans were in place to mitigate the matter. Mr. Bethke stated that the complaint from Bob Burdette stimulated the notice from Dan Child, the Summit County Compliance Officer, on a potential non-compliance issue. Upon receiving the non-compliant notice he contacted Dan Child who suggested that he speak with Robert Taylor. Mr. Bethke had included a page of the three things he was asked to provide; 1) the site plan; 2) engineered stamped Yurt; 3) structural calculations and a floor plan. He

had provided the requested information and everything was moving forward towards issuing a building permit. Mr. Bethke stated that he was never issued a reg tag and he never received a notice of non-compliance from Summit County. Mr. Bethke found the language in the letter he received from the HOA to be very concerning. Mr. Tyler clarified that the letter was worded based on legal advice from the attorney.

Mr. Bethke reiterated that he was never told by Mr. Taylor that obtaining a building permit would be an issue and that they would call it a "permanent tent structure". Mr. Bethke remarked that there was concern about use and whether it would have a kitchen, water and gas, but the Yurt has none of that. It only has a wood stove. Mr. Tyler asked if the Yurt was used for sleeping. Mr. Bethke replied that they have taken naps in the Yurt during the day.

Mr. Bethke felt the allegations in the letter were incorrect and confusing, particularly after the time spent at the last meeting to come to some agreement. He stated that if the Board wanted to levy fines and make him tear down the Yurt he would, but he would never understand why the Board would not consider allowing Yurts on a full-time basis. However, he understood that the Board has to follow the rules and enforce the guidelines. Mr. Bethke remarked that he had done everything he could in an appropriate manner and he has been honest and transparent with the Board.

Mr. Tyler stated that there were two issues. The first was that the Board could not approve a permanent structure that does not meet Summit County Code. However, in order to make the decision to approve or not approve the Yurt as a permanent structure, Mr. Bethke would have to submit an application with all the requirements of a construction plan. The second issue is that the exterior materials do not meet the architectural guidelines. At the meeting last month, the Board took a straw poll and there was no motivation from the Board to change the architectural guidelines to allow canvas sided or canvas roof structures. Mr. Tyler stated that the Board would have to address the non-compliance issue regarding materials and a permanent structure rather than the approval issue.

Mr. Gonzales thought the structure needed to come down, at least temporarily, so the Board could clearly say that they were enforcing the CC&Rs. Mr. Tyler clarified that it was not enforcing the CC&Rs. The CC&Rs allow the governing documents that prohibit the structure. Mr. Gonzales remarked that the CC&Rs define the process as applying for a structure before it is constructed; not after it is already up. The Architectural Guidelines define a different set of violations. Mr. Tyler replied that this was correct. Mr. Gonzales reiterated that the simplest solution would be to remove the Yurt for a period of time.

Someone asked if the attorney had addressed the issue of whether or not the Yurt

would lower property values and if that could result in a lawsuit from other property owners. Mr. Tyler replied that he had not asked the question so it was not addressed, but he was willing to ask Mr. Barnes for an opinion. Mr. Tyler personally thought it would be a difficult lawsuit to prove.

Mr. Tyler asked how the Board wanted to enforce the existing violation of a permanent structure that was not approved, and/or the non-compliance with the exterior building materials per the Architectural Guidelines.

Mr. Deaver thought the current Architectural Guidelines should remain until Summit County issues a proper building permit for a Yurt as a permanent structure. Mr. Tyler pointed out that even with a building permit, the Architectural Guidelines prohibit the structure on the basis of the exterior material. Mr. Deaver stated that the materials issue could be presented at the annual meeting for a vote by the members. However, if Summit County does not find compliance with the materials they requested it would be a non-issue for the Board because it would not be approved by Summit County.

Ms. Parker agreed with Mr. Gonzales that the Yurt should be taken down as a matter of enforcement. If anything changes with the County, that would be a different conversation, but the Yurt would still not comply with the current Architectural Guidelines.

Mr. Boyle felt the Board had no choice but to require the Yurt to come down because it was not in compliance with the Architectural Guidelines and it was beyond the specified time frame for a temporary structure. If they allow the Yurt to remain at this point they would lose their enforcement credibility.

Board Members Powell, Jespersen and Hogdson concurred.

Mr. Gonzales was willing to give Mr. Bethke 90 days to remove the Yurt, and after 90 days a fine should be imposed if the Yurt was still standing. He clarified to Mr. Bethke that it was nothing against him personally, but the Board has the obligation to uphold the rules and regulations of the Association.

MOTION: Alan Powell made a motion to require removal of the Yurt in 90 days, starting on day 91 Mr. Bethke would be fined \$15 per day for the number of days the Yurt remains on site.

The Board discussed whether to impose the fee amount now or whether it should be determined at a later time. Mr. Heath suggested that the fee should be retroactive back to the original 180 days if the Yurt is not removed. He thought the Board should discuss

potential fees but not necessarily specify it in the motion.

Ms. Parker asked if the Board should vote on a time period now and put in the motion that the Board would determine the fee at the next meeting. She pointed out that if the Yurt is taken down within the 90 day period the fee would be a non-issue.

Mr. Deaver agreed with the 90 day period but he thought they should set the fine amount now. He noted that as a landowner Mr. Bethke could request that the Board propose amending the Architectural Guidelines to allow a Yurt as an agenda item at the annual meeting. If the members say no, Mr. Bethke would have to realize that it was a dead issue. If the members vote in favor, he could put it back up if Summit County approves a building permit.

Mr. Bethke stated that after receiving the letter of non-compliance he was very disheartened and decided to sell the Yurt. He would have the new owner help him remove it from the Mountain. Mr. Bethke remarked that he would probably sell his property as well. His intent was to sell the Yurt as soon as possible and have it removed.

Mr. Tyler suggested that the Board set a 90 day time frame for removal and discuss a fine structure at a later day if necessary.

Mr. Powell withdrew his original motion.

MOTION: Alan Powell moved to require removal of the Yurt within 90 days. Mark Hogdson seconded the motion.

VOTE: The motion passed unanimously.

Mr. Tyler stated that if the Yurt is not removed by the May Board meeting the Board would determine fines at that point. The Board concurred.

## **Ranch Manager's Report**

Mr. Tyler reported that the grader was returned. The transmission was rebuilt and some differential work was done. It has a three year, 5,000 hour warranty through Wheeler Caterpillar.

Mr. Tyler stated that when the transmission was torn apart there were traces of antifreeze in the transmission, which is a separate problem. The possibilities for how the antifreeze got into the transmission include vandalism, an installation error when the machine was reassembled at Wheeler, or the lower power they previously experienced with the engine but the minimal amount of antifreeze in the transmission was not enough to cause problems. Wheeler said they were unsure who caused it or how it occurred, but since the Association had given Wheeler so much business, they were willing to cover all the labor to rebuild the transmission and to redo the differential. The Association was responsible for the cost of the parts. Mr. Tyler noted that instead of the \$30,000 bill they were expecting to pay, they received a final invoice for \$7,200.

Mr. Tyler reported that the tractor was at Overton's in Delta. Three weeks ago they received notice from the mechanic that this particular tractor no longer has parts available anywhere. The parts that were not available are two internal transmission gears and the transmission drive shaft. Without those parts the Ranch has a \$2,000 piece of equipment that is unusable. Mr. Tyler stated that he and Jody had been calling salvage yards, junk yards, and parts suppliers for the past two weeks trying to find the parts.

Mr. Deaver recommended that they turn it over to Don Boyce and use his experience to locate the parts. Mr. Tyler stated that he would email the three missing parts to the Board members so they could use their resources to help find the parts. Mr. Gonzales noted that they would also need the transmission number. He suggested that they should look on the Iron Planet website.

Mr. Tyler remarked that if they can locate the parts it would cost approximately \$12,000 to rebuild the transmission. They were already into \$6,000 of that \$12,000 for the disassembly and diagnosis. He noted that the grader was back to clear the roads for the remainder of the season and they would continue to look for the parts to fix the tractor.

Mr. Tyler reported that everything on the Ranch was typical for this time of year. The roads have been slushy because Jody did not have the grader, but he borrowed the Water Company tractor and pushed back the snow walls 8' feet at a time all the way down the Canyon. It took nearly two full days and Mr. Tyler thought that substantiated Jody's commitment and dedication.

Mr. Brown requested that Jody use the grader to push back the snow walls on Forest Meadow Drive from Dan's old house to the bottom.

### **New Construction/Additions**

#### FM-A-1-- New addition

Mr. Tyler presented an application and plans from Dan Heath to enclose a sunroom addition below his deck. He had sent the materials to the Board prior to the meeting for their review.

Mr. Deaver asked if the shake shingle siding was permissible since shake shingles on roofs were prohibited in the Architectural Guidelines. Mr. Tyler believed that shake shingles are a natural product and it falls under approved exterior siding materials. He emphasized that shake shingle roofs are not allowed.

Mr. Tyler noted that the solar heated sunroom has electricity and therefore the fee is \$2.40 per square foot. The total addition was 489 square feet. The total impact fee would be \$1,173.60. Mr. Tyler remarked that a chicken coop is under the 120 square foot exterior requirements for the dimensions. He clarified that the 120 square foot dimension requirement exempted the impact fee but it was not exempt from complying with the Architectural Guidelines.

Mr. Tyler had visited the project and verified the measurements.

MOTION: Mr. Tyler moved to APPROVE the plans for the sunroom addition subject to the \$1,173.60 impact fee. Tom Deaver seconded the motion.

VOTE: The motion passed. Dan Heath abstained from the vote.

Mr. Tyler asked Mr. Heath to provide the signed Lot Improvement Plan to replace the draft document in his application package.

### **Water Company Report**

Mr. Tyler noted that the Water Company had engineered the lower section of the road up to the cross-hatched fence. The new road between Forest Meadow and Tollgate had also been engineered. The sharp hairpin turn at the top was re-engineered. The roads would be widened. Mr. Tyler stated that the Water Company had submitted their letter to the State Division of Drinking Water for approval to apply the loan proceeds to the road itself. Approval of that request was expected within two to four weeks. Once

they have approval the engineered plans will go out to bid and the Water Company would have a firm cost to do that lower section of the road.

Mr. Tyler had discussed with Mr. Cylvick the possibility of offering Jody's time and the grader to help with much of the preliminary and final grading of the road. Mr. Tyler pointed out that Jody was a finish grader for Geary Construction for several years and that it is his expertise. Mr. Tyler believed there was a collective opportunity between the HOA and the Water Company to cooperate on improving the lower section of the road and to save approximately \$150,000 doing some of the work themselves.

Mr. Gonzales pointed out that it was a Water Company expenditure and it was not up to this Board to protect those funds. Mr. Gonzales noted that there were emails circulating about discussing additional improvements to the properties. He remarked that it is already difficult to keep up with performing regular maintenance. If they ask Jody to work on a Water Company project all the normal maintenance that has already fallen behind would only get further behind. He was uncomfortable giving away their employee's time until the Ranch was in order.

Mr. Tyler agreed with Mr. Gonzales; however, the money comes out of the same pockets, regardless of whether it is the HOA or the Water Company. Mr. Gonzales pointed out that the cash to improve the roads was coming out of the Water Company and being spent by the Water Company and the HOA had no say. Mr. Tyler replied that the HOA has a say through the Water Company Board. Mr. Gonzales was concerned about the Ranch going into disrepair if Jody is paying attention to other projects.

Mr. Deaver asked Mr. Tyler to estimate the time it would take Jody to help the Water Company. Mr. Tyler stated that from a finished grade perspective, he estimated a six week process. Mr. Deaver remarked that six weeks is a long time, and based on that time frame he thought Mr. Gonzales had a good point. Mr. Gonzales felt certain that if Jody got involved with the project his time would extend past the finished grading. He would get involved deeper than they ever intended. Mr. Tyler remarked that Jody would be involved regardless because he is interested. He agreed that the Board would have to make sure that Jody was on the Ranch doing his work for the HOA.

Mr. Boyle understood that the Water Company was using loan money they could not give back. If they save the Water Company \$150,000, he questioned what they would do with the additional money. Mr. Tyler stated that the Water Company did not have enough money to fully cover the amount of roads that was engineered. The Water Company has slightly \$800,000 to use, and they engineered half a mile past what they thought the budget would allow. Mr. Tyler clarified that the intent was to take advantage of the opportunity to improve more of the road for the same amount of money; not to

save the Water Company \$150,000 to use on another project.

Mr. Hogdson pointed out that Jody spends a lot of time fixing potholes on that section of the road. Therefore, Jody would be spending time there one way or the other. If he helps with the Water Company project his time would be spent on something that would last longer than pothole repairs.

Mr. Tyler pointed out that once the asphalt is laid the HOA still needs to maintain it. Mr. Brown had asked him whether or not there was money in the budget to maintain the asphalt road and the short answer was no, there was not. Mr. Gonzales thought it would depend on the quality of the road. In the short term the road should hold up, but the unknown was how it will weather in the long term.

Mr. Brown asked if the Water Company could assign a portion of the loan money to a maintenance reserve account. Mr. Tyler answered no. Mr. Tyler suggested that the Board continue to discuss the issue at the next meeting since they had time before the start of the construction season to make a decision.

## **New Business**

### Architectural Guidelines

Mr. Tyler had provided a draft format of the Architectural Guidelines for the Board to review. If the Board has changes or comments they would be incorporated into the draft for the next meeting.

Mr. Deaver referred to the end of the italics section and the language stating that at the Board's discretion they could remove the violation items from private property. He suggested adding language stating that the landowner would bear the expense if that should occur. Mr. Tyler stated that the Association reserves the right to require removal from the property but someone else pays to have it removed. Mr. Deaver replied that it was an assumption but they needed to be legally covered by adding a phrase stating that the homeowner could be held responsible for the cost of removal. Ms. Kreis agreed that it should be clear rather than ambiguous.

Mr. Tyler stated that the language came from the temporary use definition. He would revise the language per Mr. Deaver's suggestion and the Board could vote on it.

Mr. Deaver referred to the section that talks about 90% of the wall material and asked where people would put their windows. Mr. Tyler stated that windows do not count as siding. Mr. Deaver pointed out that windows are a large section of the wall. He stated

that a glass sunroom would not be siding. Mr. Tyler agreed. It would be considered a wall but not siding. Mr. Tyler revised the language to read, "These primary exterior siding materials shall be used for at least 90% of the exposed above ground exterior siding of any structure, **excluding the surface area of windows and doors.**"

Ms. Kreis had a question regarding the roof color. She recalled a recent discussion about a copper roof color and that the vote was not unanimous on whether or not the copper roof was an approved color. At that time, Mr. Heath made the comment that people have varied interests in how they want their property to look. Ms. Kreis asked if the Board wanted to consider adding additional colors to the approved list. Mr. Gonzales preferred to keep the limited number of colors. Mr. Heath was opposed to having the Board micro-manage how people build their homes. He did not think the Board should legislate taste beyond requiring that it fits in with the environment. Mr. Gonzales remarked that it has always been that way and they were only keeping with the Guidelines.

Mr. Tyler stated that he tried to be lenient by saying, "Preferred roof colors of earthtone shades of browns, blacks, tans, dark greens and dark grays. All roof coverings shall be non-reflective." Mr. Tyler noted that he set up roofing and siding as primary, secondary and not allowed. He thought the language was very straightforward and asked if the Board thought it was sufficient. Ms. Kreis wanted to make sure that all the property owners were treated equally. She felt that being subjective with colors would create problems for the Board.

Mr. Tyler referred to the variance process he had added on the third page. The idea is that if someone is convinced that their design meets the Architectural Guidelines and the mountain vernacular, but they want some type of trade-off outside of the Guidelines, this would now allow a process where the Board may consider other exterior material and/or design not specified, or higher percentages of secondary siding materials when integrated as part of an overall mountain style exterior aesthetic. The burden of proof shall be on the owner to prove that the materials and/or design of the structure meet the mountain vernacular and the purpose described. Mr. Tyler noted that the purpose was on the first page.

Mr. Tyler asked the Board to contact him if they had additional changes to the draft Guidelines.

### Summer Roads

Mr. Deaver stated that Heather Lane is a mud bog even though an owner, Mr. Benelli purchased the road base and Jody put it in. There is not a barrow pit on either side and

the culvert is plugged. It is running over the top and getting deeper and rutted in mud. Mr. Deaver commented on a private culvert that the owner needed to maintain, and another home that did not have a culvert. Mr. Tyler remarked that the HOA could require a driveway culvert if one is needed. Mr. Deaver intended to speak with the new owners.

Mr. Tyler was in favor of fixing Heather Lane. He noted that Jody tries to grade and roll every road every year. Mr. Deaver requested that Heather Lane be worked on earlier in the season rather than later.

Mr. Benelli, an owner on Heather Lane requested that they install a culvert across Heather Lane to keep the water from Navaho going down Heather Lane. He believed that it was the responsibility of the HOA. Mr. Tyler agreed. Mr. Benelli summarized that a culvert was needed at the top of E-75 crossing Heather. He noted that E-76 has a driveway that does not have a culvert and one needed to be installed. Road base also needed to be added to fix the road. Mr. Tyler explained that one of the peculiarities of new road base is that it takes as long as three years before it stops being mushy. Elk Road is a perfect example. He encouraged Mr. Benelli to drive Elk Road at any point in the Spring because that road base was laid three years ago and it is still soft.

Mrs. Bennelli asked if they needed to purchase the road base again this year. Mr. Tyler stated that he and Jody would check to see what it needs. Typically, when Jody regrades in the Spring he turns the blade on the grader and pulls the road base back up on the road and rolls it. Mr. Benelli appreciated any attention they could give to Heather Lane this year.

### **Monthly Budget Review.**

Ms. Kreis presented the unpaid bills detail that Carol had prepared.

Mr. Tyler reported on two repairs for the dump truck. One was a bracket for the snowplow and the second was to replace the rear CV joints.

There was a question on a line item on page 3 for \$528 regarding general road repair. Ms. Kreis would ask Carol for an explanation. Mr. Tyler stated that if the charge was for sand it needed to be moved to aggregate purchases.

Mr. Tyler referred to page 1 and noted that Assessments received at 74.4% for 2014 was incredibly high. The invoices are due now for homeowner assessments and of the \$227,829.00 budgeted, they had already received \$169,615.60. Ms. Kreis believed much of that was due to the online process.

MOTION: Tony Tyler made a motion to pay all the bills as outlined with the question on the general road repair. Alan Powell seconded the motion.

VOTE: The motion passed unanimously.

### **Miscellaneous Business**

Mr. Tyler reported that the Fire District Annexation was complete and Pine Meadow Ranch was now within the North Summit Fire District. However, the Fire District could not collect revenues from the area until they de-annex from the Wildland Fire Service District. The process to de-annex from the Wildland Fire Service District is incredibly difficult and much harder than annexing into the North Summit Fire District. They are required to have 131 of the approximate 229 registered voters sign the petition to de-annex from the Wildland Fire Service District. Dan Heath is one of the sponsors and Mr. Tyler expected to be a sponsor as well to begin collecting the signatures.

Mr. Powell stated that Rescue 24 was the first fire truck on the scene for the fire structure that day. Jody was already there with his personal truck. They had water on the fire using the Water Company's old fire truck within 15 to 20 minutes of the report, and a good 15 to 20 minutes before Rescue 23 showed up. He noted that Rescue 23 was coming back from a structure fire in Weber Canyon, which made their response quicker than normal. Engine 23 came up, as well as Rescue 21 from Coalville. They also brought in their Hazmat truck. The fire started in the utility room of a non-occupied home.

Mr. Powell noted that an owner emailed him asking why the Annual Meeting minutes from 2013 were not online. Mr. Tyler stated that the draft Annual Meeting minutes are typically not posted until approximately one month before the annual meeting for 2014.

Mr. Heath reported that Park City Towing had to remove two cars; one on 11/25/12 and the other on 1/24/13. It had been previously submitted but lost. It was in Forest Meadow and they were unable to contact anyone. Mr. Heath noted that it was \$100 more than what Park City Towing charges to come up. An owner had paid it and would like to get reimbursed. Mr. Tyler stated that the bills have been presented to the Board before and he has had discussions with Catarina about it. She personally ordered to have those cars removed and she does not have the authority to do it on behalf of the Owners Association. Mr. Heath stated that Catarina was unable to reach a Board member and the cars were blocking the road. Mr. Tyler stated that she was still unauthorized to have the cars towed. It was unfortunate but the Board could not reimburse the towing charges.

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The Meeting of the Pine Meadow Owners Association Board adjourned at 8:12 p.m.

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