

PINE MEADOW RANCH OWNERS ASSOCIATION
MONTHLY BOARD MEETING
RANCH MANAGER'S OFFICE
PRMHOA WINTER PARKING LOT
ARAPAHO DRIVE
SEPTEMBER 17, 2013

In Attendance: Dan Heath – Vice-President; Honey Parker – Secretary; Bob Burdette - Treasurer, Tom Deaver (Area 4); Mark Hodgson, (Area 5); Nick Boyle (Area 7); Jeff Hubbard (Area 2); Alan Powell (Area 3)

EX OFFICIO: Jody Robinson, Ranch Manager.

Tony Tyler, Matt Brown (Area 1), Mike Gonzales (Area 6) were excused.

Guests: Sal Fagersten, F-22; Nate Heiner, Lot C-16; Glen Moosman, Lot I-1 and 2

Dan Heath called the meeting to order at 6:30 p.m.

Approval of Minutes – August 20, 2013

Bob Burdette noted that the minutes reflected that he had said that a pole barn was a roof structure held up by two poles. He had informed Carol that if that was the statement he made it was a mistake, since two poles would not support a roof for very long. Mr. Burdette corrected the minutes to reflect his intent that a roof structure held up by poles is a pole barn.

MOTION: Nick Boyle moved to APPROVE the minutes as corrected. Honey Parker seconded the motion.

VOTE: The motion passed unanimously.

Owner/Visitor Open Forum and Other Owner Communications

Sal Fagersten, Lot F-22, stated that as a new owner he wanted to raise the issue of the plow route and requested that the Board provide him with all the required information. He understood that he would be the only one in that specific location this winter. A family on Aspen Ridge plows up and over to the other side. Without knowing whether his neighbor across the street with a snow cat would be around during the winter, Mr. Fagersten wanted to make sure the Board discussed his area when they discussed snow plowing this evening.

Mr. Deaver informed Mr. Fagersten that living in Alexander Canyon he would be responsible for plowing. He would need to meet the requirements listed on the website, sign a contract with the HOA and provide liability insurance. There are also plowing standards that need to be maintained. He told Mr. Fagersten that plowing would

basically be a cooperative effort between him and his neighbors and they would share the costs to plow their area down to the other routes that are maintained. Mr. Powell agreed, noting that the HOA only plows the main roads.

Ms. Parker stated that groups in different areas on the mountain come together and take care of their areas. The Board would give Mr. Fagersten the people in his area who were involved with plowing so he could let them know that he would be plowing that specific section. Mr. Fagersten would then be part of the group that plow up to Arapaho. She noted that Jody Robinson, the Ranch Manager, plows from the gravel pit down. Ms. Parker understood that on Sunday Gill Workman was organizing a group with everyone in that area to talk about plowing and devising a plan.

Mark Hodgson reported that Carol had reminded him that elections were coming up and that the terms for the Treasurer, Area 2 and Area 6 were expiring. It was important for the HOA to provide information to the owners in those areas prior to the election.

Mr. Heath noted that Tony Tyler had requested that the Board discuss an email he received regarding impact fees. Mr. Powell explained that the owner of Lot D-10 paid the \$5,000 impact fee in March 2008, which was under the old system where \$2,000 of the fee would be refunded if the winter construction restrictions were not violated. Mr. Powell could not recall any damage during their construction period, and since they paid under the old agreement, he felt the money should be refunded. Mr. Heath could see no legitimate reason to deny their refund.

MOTION: Tom Deaver moved to refund \$2,000 of the impact fee paid in 2008 for Lot D-10 per the agreement. Alan Powell seconded the motion.

VOTE: The motion passed unanimously.

Mr. Burdette asked Carol to cut the check and include it with the October packet for processing.

Ranch Manager's Report.

Jody reported that a new mirror was installed at the bottom of the canyon where the roads merge.

M & M Asphalt had completed the crack sealing.

Jody had to put a new water pump on the roller. New culverts were installed on Pine Meadow Drive. The propane tank was filled for the winter. The fuel tank was placed in

a containment basin to contain any spills. Jody had been grading roads and cleaning culverts.

Mr. Burdette asked if the fuel tank was filled now. Jody answered no.

Mr. Deaver reported that he had received positive feedback on the mirror where Forest Meadow and Tollgate merge.

Jody planned to paint the shed the next day weather permitting.

Mr. Boyle noted that Oak Road was starting to wash out due to the rainstorms. Jody would grade the road after it dries.

Ms. Parker commented on a large tree that was getting lower and hanging over Arapaho. Jody was aware of the tree and intended to remove it. Mr. Burdette asked if the tree was on private property. Jody stated that the tree was in the right-of-way. Mr. Burdette wanted to make sure that the Association would not be going on to private property to do something that they did not have the right to do. Jody replied that the tree was hanging over the road and creating a dangerous situation and it needed to be removed.

Mr. Burdette recalled previously talking about a major repair to the grader. Jody stated that the cost to totally rebuild the motor was \$28,000 with a three year, 5,000 hour warranty. Jody noted that the back end of the grader also needs work and the turntable is loose. He would have a cost estimate on that work tomorrow. Mr. Burdette asked if it was possible to get a second estimate. Jody replied that there was only one equipment place that could do the work. Mr. Burdette disagreed. He had spoken with Love Machine and they thought they could also do the work. Mr. Burdette would take pictures of the grader and send them to Love Machine for an estimate. Love Machine also said they would have a mechanic come up to the Ranch to pull the pieces that needed to be rebuilt. Jody wanted to make sure that they would also take the turntable. When the work was completed, the mechanic would bring it back and reassemble it.

Jody was not opposed to getting a second quote. He was unaware that Love Machine did that type of work because he deals mostly with Wheeler Machinery where they have the account.

The question was raised about a budget to fix the grader. Mr. Burdette stated that this was a major equipment repair and a fund was already set up for acquiring or repairing equipment. Money was available for this repair. Jody estimated that the work on the turntable and the back end would be at least \$30,000 in addition to the \$28,000 to

rebuild the motor. Mr. Deaver recommended that the Board approve \$60,000 to repair the grader.

MOTION: Alan Powell moved to APPROVE a budget of \$60,000 to earmark the grader repair out of the equipment fund. Tom Deaver seconded the motion.

Ms. Parker asked if the equipment fund could handle \$60,000. Mr. Burdette replied that there was \$150,000 in the fund. Earmarking \$60,000 would drop the fund balance to \$90,000, but it would continue to build up over time.

Mr. Burdette amended the motion to have Jody send an email to the Board members after he obtains the cost of the second estimate. Alan Powell and Tom Deaver accepted the amendment to the motion.

VOTE: The motion passed unanimously.

Mr. Powell remarked that the spot of excavation on the road coming up Tollgate Canyon Road was due to a perc test. The owners were working on building plans to submit to the Board.

Mr. Powell noticed that a cabin in Hi Dry Circle had redone their deck. He planned to visit the owners to make sure the materials were compliant with the Architectural Regulations. No square footage was added.

Water Board Update

The Water Board had postponed their meeting to September 19th.

On-Going Business

Signage

Matt Brown had emailed the information on signage to the Board members. Only one bid was obtained and the cost was \$40 per sign. Mr. Heath volunteered to obtain another bid from Schmidt. Based on his experience, Schmidt does a good job and they are very competitive. The Board agreed that it was best to get a second estimate.

New Business

Snow Plowing and parking on the road

Mr. Tyler had emailed a copy of the corrected draft agreement for the Board to review.

Mr. Deaver commented on the reference to marking hydrants and noted that in his area the Water Company marks the hydrants with red paint on top of the poles. However, the culverts and power boxes have always been the responsibility of the plowing agency. He asked if the new language was saying that marking hydrants was also the responsibility of the plowing entity. Mr. Powell believed that the Water Company would still mark the hydrants; but the plowing entity has a responsibility to make sure each hydrant is marked. Jody noted that the Water Company was marking the hydrants; however, due to weather delays they were still finishing the work.

Mr. Heath thought it was a good idea for the plowers to add their own markers as well. Mr. Heath remarked that parking on the roads was part of the snow plow issue. He was unsure why Mr. Tyler wanted the Board to have the discussion because there is a set policy in place to address road parking. Mr. Powell asked if Dan Witt was now the official towing company to call instead of Park City Towing. Mr. Heath did not recall that the Board had officially made that decision. When he spoke with Mr. Witt, he was more competitive in price, but until recently he did not have a four-wheel *drive* vehicle.

Mr. Powell stated that the arrangement with Park City Towing was for the Owners Association to pay \$200 for each tow. He was not opposed to making a change if there was a cost benefit to the Association. Mr. Burdette understood that the towing company can charge \$150 to the parking offender and the Association has to agree to pay the remainder. Mr. Powell recalled that Park City Towing charged \$350 total. Of that amount, the parking offender could only be charged \$150 and the Association paid the balance.

Mr. Powell offered to contact Mr. Witt to ask what he would charge as a flat rate.

Mr. Burdette reported that the construction trucks for the new construction being done on the east end of Porcupine Loop have been parking on the roads. Mr. Burdette and Mr. Hubbard had talked to the contractor and Mr. Burdette had photos of vehicles and equipment parked on the roads.

Mr. Hubbard informed the contractor that he should not be parking on the road; however, he understood the difficulty hauling logs with a grader when a vehicle is parked on the site. Mr. Hubbard pointed out that the contractor had parked his truck far off to the side of the road. He agreed that it was not a good place to park, but he understood the reason. Mr. Hubbard asked if there was leeway for the Board to be lenient in certain circumstances.

Mr. Heath asked if there was room for a fire truck to get by if necessary. Mr. Hubbard answered yes. Mr. Heath did not believe it would be a problem until the snow season. Mr. Burdette remarked that the downside of leniency is that when one person is allowed to park on the roads, the next person thinks they could park on the roads and the problem escalates. That was the reason for strictly adhering to the policy.

Mr. Hubbard commented that a cabin owner on Porcupine Loop had parked a black SUV in the center of the road, even though there was plenty of space to pull off the road. He understood Mr. Burdette's point, but the contractors just want to finish their work and leave. Unlike the cabin owner, they were careful to park their equipment off to the side of the road. Mr. Heath asked if Mr. Hubbard had any indication as to when the contractor would have the logs in place. Mr. Hubbard stated that when he spoke with the owner, the intent was to be in by Thanksgiving. Mr. Burdette noted that the logs were stacked and they were working on the roof. Mr. Hubbard understood that the dump truck and the grader would be gone once the log work is completed.

Mr. Boyle understood the point of view of not wanting anyone to park on the roads. However, sometimes it cannot be avoided in certain construction circumstances. Mr. Heath believed that traditionally it has not been an issue unless the vehicles block the roads in the winter. Jody agreed that it was primarily a winter issue. Mr. Powell thought the Board had the ability to be reasonable as long as the construction vehicles are parked as far off the road as possible. Mr. Hubbard remarked that any vehicle parked on the road without good reason should be towed.

Mr. Heath asked if the Board should postpone enforcement until the weather gets worse, or if they should ask the contractor to move off the road further if possible. Mr. Powell noted that Mr. Hubbard and Mr. Burdette had already spoken with the contractor. If the vehicles encroach on to the road and inhibit the ability for cars to pass, the policy should be enforced.

Mr. Burdette presented *pictures* of the equipment trailers that was parked on the road and he believed it would be impossible for a fire engine to pass. Mr. Hubbard stated that when he visited the property the trailer and the truck were further on to the shoulder.

Mr. Heath asked Mr. Hubbard to check again to see where the vehicles are parked and to encourage the contractor to move off the road if possible.

Mr. Burdette stated that the Board has sent letters of non-compliance to owners who have done similar things. The first letter is a warning letter with no fines. The purpose of the first letter allows the owner to comply. If there is no compliance, the Board has

the ability to fine the owner with the second letter. Mr. Hubbard would check on the parking situation and if there was still an issue the Board could send a warning letter with photos to the owner. Mr. Burdette noted that the signed construction agreement states that they agree not to park on the road. Ms. Parker stated that seeing the contractor's pickup truck parked on the side of the road presents the challenge of someone else thinking they could do the same because it is not a construction vehicle. Mr. Burdette stated that when he called the contractor he was told that the equipment would be moved within 20 minutes. Two hours later it was still not moved and Mr. Burdette called again and left a message. He found the contractor eager to tell a good story but less responsive to taking action. Based on that information, Mr. Heath thought they should send a warning letter. The Board concurred. Mr. Burdette noted that Jeff Hubbard, as the area rep, should send the letter of non-compliance. He could prepare the letter and have Carol send it certified mail.

Ms. Parker requested that the Board be prepared at the next meeting to discuss a proposal for plowing the connector. Mr. Scaling was not available to plow this year, but she had the agreed-upon amount, the cap and what they paid Mr. Scaling in the past. Ms. Parker would prepare a number of options for consideration.

Mr. Deaver explained that the cap was not applicable to the total amount because the total is based on weather. The cap was applicable to the hourly rate.

Mr. Deaver corrected a grammatical error in the plowing agreement. The current language reads, "Leave a sufficient of snow on the road." He corrected the sentence to read, "Leave a sufficient **amount** of snow on the road."

MOTION: Tom Deaver moved to APPROVE the Plowing Agreement as amended with the corrected sentence. Nick Boyle seconded the motion.

VOTE: The motion passed unanimously.

Mr. Powell commented on the issue of plowing the connector and asked if it was possible to hire someone to plow the connector using Ranch equipment. Mr. Heath thought they should look into it because it would be more cost effective. It would have to be a qualified person and they would need to be insured under the Ranch. Mr. Deaver asked if Jody was interested in plowing the connector. Jody replied that he would not have the time.

Mr. Deaver was hesitant to hire someone else to operate Ranch equipment when Jody has primarily been the sole operator. Ms. Parker thought it would depend on the person. Hiring someone on the Ranch with Jody's dedication would be preferable. Mr.

Heath suggested that the Board give it more thought and discuss it at the next meeting with Ms. Parker's proposals.

Monthly Budget

Mr. Burdette reviewed the unpaid bills detail report in the amount of \$17,416.18. Mr. Burdette noted that the majority of the Capital One bill was a charge from Wheeler Recreation in Kamas. Jody explained that it was the gas cap for the Ranger that he mentioned at the last meeting. Mr. Burdette noted that the bill from Clyde, Snow and Sessions in the amount of \$240 was time spent discussing the claim from a lot owner who claimed his culvert was damaged during snow plowing. Mr. Burdette pointed out that the Owners Association did not damage the culvert; however, the lot owner, Dan Duffin, said that his culvert was damaged by the snow plow group and he wanted the Owners Association to pay for the repairs. Mr. Heath pointed out that Mr. Duffin neglected to say that he hires a private person to plow with a larger machine.

Mr. Burdette continued reviewing the unpaid bills detail. He noted that the bill from Summit County recorder was for a lien release. He asked Ms. Parker to sign it as the secretary and have the release notarized.

MOTION: Bob Burdette moved to pay the bills as outlined in the amount of \$17,416.18. Alan Powell seconded the motion.

Mr. Deaver asked if the amount included the \$2,000 refund on the impact fee that was approved this evening. Mr. Burdette replied that it was not added because he had not planned to write a check this evening. The Board had asked Carol to prepare the refund check for disbursement next month. The area rep should inform the lot owner of D-10 that the refund was approved and he could expect a check next month.

VOTE: The motion passed unanimously.

Miscellaneous Business

Jody asked about sand to stock the sand shed. Mr. Burdette expected to have enough sand before it snows to cover the Ranch for the entire winter. Jody noted that the sand shed only holds a certain amount. He questioned where he could store the extra sand. A suggestion was made to build another sand shed.

Mr. Deaver stated that a gentleman at the bottom of Tollgate was selling professional fire hoses with fittings and nozzles. Mr. Deaver asked if there was a fire if the owners were allowed to start putting out the fire before the Fire District arrives if they have their

own hoses. Mr. Jody stated that they are not allowed to touch a fire hydrant unless they are a member of the Water Company or an emergency service. Mr. Powell explained that the owners could use their own water storage tanks but they could not tie into the hydrants.

Mr. Moosman stated that his son who lives on the Ranch suggested that he attend this meeting to talk about the cost to buy a right-of-way. Mr. Deaver asked if there was opposition to allowing people to purchase a right-of-way. Mr. Powell understood that the Board was comfortable with it, but it had to be an agreement between the lot owners. Mr. Heath could not recall negative comments from the Board regarding the right-of-way. Mr. Moosman understood that there was an issue of what the Association would charge for the right-of-way.

Mr. Deaver recalled a discussion where some people thought there should be a fee attached to the right-of-way. Others thought it was a small piece and a fee was unnecessary. Mr. Moosman stated that the Owners Association owns a strip of 40 feet that goes up a mountain. He could not understand how that was ever approved by the County without a right-of-way into it. He gave the former owner the right to access through his property.

Mr. Deaver asked Mr. Moosman to come back with the exact square footage. Mr. Powell suggested that Mr. Moosman come back with a written agreement that included the square footage for the Board to review and vote. Mr. Moosman stated that he would need 20' x 40' to avoid having to remove some trees. Mr. Deaver recommended that the Board determine a dollar per square foot cost. He thought the area rep should visit the property to get a visual idea of where Mr. Moosman wants it. Mr. Boyle knew where it would be and he did not have an issue. His concern was the steepness. In addition, a natural draw of the water comes through that area. He asked if Mr. Moosman had discussed what it would take to create that from an engineering standpoint. Mr. Powell recommended a legal agreement that the Board could review and agree upon, along with an actual drawing.

Mr. Heath thought that it was important to make sure they were not dealing with land owned by Paul Peters.

Mr. Moosman wanted to know what he would be charged before he put too much effort into legal documents. Mr. Burdette stated that there were two methods for determining the price of an easement. One is to take the value of the existing lot and calculate a cost per square foot on that existing lot. An easement is valued at one-half of the market value of the cost per square foot. He provided an example to show how that would be calculated. A second method that has been done by individual owners and

neighbors is a dollar per square foot formula.

Mr. Powell remarked that the Board needed more information in writing to determine a fair cost of the right-of-way. Mr. Moosman clarified that the Board was requesting a legal description and provide documents indicating the name of the owner. Mr. Burdette stated that he would like to see the actual easement agreement, and felt it was Mr. Moosman's responsibility, and not the Owners Association, to pay the legal fee to draft that agreement. Mr. Moosman was not opposed to paying the legal fee. Mr. Burdette stated that if Mr. Moosman could provide the easement agreement and a drawing showing how the easement would cross Ranch property, they would be able to calculate the square footage and discuss the value of the easement. If Mr. Moosman decided that the cost was reasonable, they could move forward.

Mr. Powell recalled from the last discussion that the easement would need to cross another property besides the Ranch property. Mr. Heath suggested that Mr. Moosman make sure he was talking to the right property owner before he spends any money. He was not convinced that the Ranch owns the property being discussed. Mr. Moosman would do the research and report back to the Board.

The meeting of the Pine Meadow Owners Association Board adjourned at 7:55 p.m.
