

PINE MEADOW RANCH OWNERS ASSOCIATION  
MONTHLY BOARD MEETING  
2266 EAST EVERGREEN AVENUE  
SALT LAKE CITY, UTAH 84109  
APRIL 16, 2013

In Attendance: Tony Tyler, President; Dan Heath, Vice-President; Bob Burdette, Treasurer; Honey Parker, Secretary; Mike Gonzales (Area 6), Alan Powell (Area 3); Tom Deaver (Area 4); Mark Hodgson, (Area 5); Nick Boyle (Area 7)

Excused: Matt Brown (Area 1), Jeff Hubbard (Area 2), and Jody Robinson were excused.

Guests: Bob Bethke, Lot D-69;

Tony Tyler called the meeting to order at 6:42 p.m.

### **Approval of Minutes**

#### February 19, 2013

MOTION: Bob Burdette moved to APPROVE the minutes of February 19, 2013 as written. Nick Boyle seconded the motion.

VOTE: The motion passed unanimously.

#### March 19, 2013

Nick Boyle noted that the minutes showed him as being in attendance but he was absent and his name should be removed.

MOTION: Mark Hodgson moved to APPROVE the minutes of March 19, 2013 as corrected. Mike Gonzales seconded the motion.

VOTE: The motion passed unanimously.

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

It was announced that Alan Powell was engaged and the Board congratulated him on his engagement.

### **Ranch Manager Report**

Mr. Tyler noted that Jody Robinson had submitted a written manager's report before he left on vacation.

### Equipment Status

The equipment is in good condition. The grader has a 30% cutting edge. The dump truck, the roller and the tractor were all in good condition and ready for the upcoming season.

### Projects in progress

Jody had completed several individual projects. He fixed the cab heater in the tractor and worked on the wiring. He has been plowing snow and sanding roads. Jody also helped the water company repair frozen water lines on the Forest Meadows side. He put a new cutting edge on the dump truck and worked on the sander. He had pushed back all the roads with the grader for the Spring runoff.

### Anticipated projects

Jody had compiled a list anticipated projects which included a mirror for the Forest Meadow/Tollgate intersection. Mr. Tyler noted that Matt Brown was not in attendance and the Board would postpone discussion on the mirror until Mr. Brown was present. Jody still needed to plow more snow, sand roads and get ready for the Spring runoff.

Mr. Tyler had spoken with Jody about three specific roads that needed attention this year. One was Forest Meadow Road, which has spots down to the 4" minus once it transitions into the dirt side. Jody informed Mr. Tyler that when the Bull Moose road was cut there were concerns about drainage problems and road base was never laid on the road. Mr. Tyler thought it was time to put road base on Bull Moose Road. Mr. Tyler noted that Pine Meadow Drive was on the project list last year and it was postponed until the Water Company completed their work. Pine Meadow Drive was also on the list for this year.

Mr. Tyler stated that in talking to Jody he found that he needs a form of transportation on the Ranch other than the dump truck. He currently drives his personal car around the Ranch to clear out culverts and other work entailed with the Spring runoff. Mr. Tyler suggested the possibility of purchasing a used Ranger for Jody to drive around the Ranch.

Mr. Tyler reported that he and Jody also talked about putting together a budget for culverts. Several places on the Ranch have severe runoff that is damaging the roads. Mr. Tyler suggested a budget of \$3,000 to \$4,000 per year to earmark for culverts wherever they are needed to facilitate Spring runoff and drainage.

### **Water Company Report.**

Mr. Tyler reported that Keith Trickett had attended a Water Board meeting and made the same comments he had made to the PMROA Board regarding his water interests on the Ranch.

Mr. Tyler stated that the Water Company plans to start the camera test on the Aspen Ridge well the first week in May to see if it is feasible to get drinking water out of the well, and then run a test pump. The Water Company anticipates four or five days to complete that process. At that point they should know if the well is viable or not worth pursuing.

Mr. Deaver asked if the Aspen Ridge owners would be without water during the testing of the well for those four or five days.. Mr. Tyler answered yes. The owners were notified by the Water Company and they were preparing for it. If the well testing goes longer than four or five days, the Water Company has a plan to truck in water for Aspen Ridge.

### **Old Business**

#### Bobcat Springs Expansion

Mr. Tyler had expected Mr. LeCheminant to attend to update the Board on the pond expansion. The item was tabled pending Mr. LeCheminant's arrival.

#### Deer Meadows Proposal

Mr. Tyler had sent the agreement to the attorney, Ted Barnes, with the comments from the last meeting. Mr. Barnes had provided Mr. Tyler with the revised draft agreement one hour before the meeting this evening. He had not had the opportunity to review it to see if it matched with the intentions of their discussion. Mr. Tyler would review the draft and forward it to the Board member via email. He noted that the Board had already agreed to handle the vote electronically through email.

Mr. Deaver asked when Mr. McAllister would present his proposal to the County. Mr. Tyler replied that Mr. McAllister was waiting on the Board. Mr. Deaver thought the Board intended to vote this evening after receiving the corrections and clarifications from Ted Barnes. Mr. Tyler reiterated that he had received the corrections and clarifications but he had not had the opportunity to review it. He was uncomfortable voting on it until the Board had the opportunity to review it to make sure it was correct. Mr. Deaver understood Mr. Tyler's point, but he was disappointed that it took Ted Barnes four weeks to return the document. Mr. Tyler agreed, particularly since he had

drafted all the revisions himself.

#### Yurt – D-69

Bob Bethke, Lot D-69 was present to talk about his Yurt. Mr. Tyler clarified that the Board is not the County and they were not in a position to turn him in for violations or issue a building permit. The function of the Board is to tell Mr. Bethke what can and cannot be done and to abide by the Rules and Regulations of the Ranch.

Mr. Bethke thanked the Board for allowing him to present the facts leading up to erecting of his Yurt. He noted that Yurts have become very popular and many upscale developments have been erecting Yurts for their high valued customer throughout Summit County and Wasatch County. Mr. Bethke distributed a handout describing what a Yurt is and showing local examples of Yurts. A Yurt is a portable structure much like those used by Nomadic Tribes in Mongolia over 2,000 years ago. The domed tent-like structure sits on top of a portable wooden frame to create an efficient shelter that is environmentally friendly. Despite their rustic appearance, a Yurt is quite high-tech. Bubble wrap insulation developed by NASA provides warmth in the winter and cool in the summer.

Mr. Bethke stated that his intent this evening was to show the Board that he had followed the Summit County rules and the CC&R's that existed at the time when he started planning to erect the Yurt on his property. Mr. Bethke remarked that his goal was for the Board to understand his situation more in- depth so the CC&R's could be amended to clearly define a temporary structure. Therefore, if a property owner wanted to erect a Yurt in the future, the rules would be clearly defined.

Mr. Tyler explained that amending the CC&R's is an involved process and a practical impossibility. However, the CC&Rs are separate from the Architectural Guidelines, which are created by the Board and can be changed.

Mr. Bethke provided a brief background of how he purchased his property on Elk Road in July 2007 and started planning to build a home on his property to live full-time. He spent the next year and a half designing the home and in 2008 the economy changed and he was unable to finance a construction loan. He was unable to build on his property or sell it. In an effort to use his land, he researched alternative options and on August 1<sup>st</sup>, 2011 he contacted Don Sargent at Summit County to discuss his situation and he and his son could use their property until he was able to build. They reviewed many different options including a Yurt. When he asked if he needed a permit for a Yurt, Mr. Sargent clearly stated that a permit was not required as long as it was a temporary use. Mr. Sargent told him that a Yurt was allowed as long as they had a

septic system, which he installed with a permit. Mr. Sargent also told him that a temporary structure is defined as 100 days or less of use per calendar year.

Mr. Bethke stated that he had reviewed the CC&R's and found a short paragraph in Section 4 that stated, "No temporary structure of any kind or size shall be permitted except: 1) when used for a reasonable period and the construction is an approved structure or; 2) for brief vacation periods. He noted that a Yurt is not specifically mentioned within this section. After talking with Don Sargent and reviewing Section 4 of the CC&Rs, Mr. Bethke decided that he was clearly within his rights to erect the Yurt for brief vacation periods, until he was able to build a home.

Mr. Bethke stated that in the summer of 2012 he proceeded to plan and erect a Yurt on his property. Mr. Burdette asked if Mr. Bethke came to the Board in 2012 to seek approval of his plans to erect the Yurt. Mr. Bethke answered no, because it was a temporary structure.

Mr. Deaver asked if it was a temporary structure or a semi-permanent structure that he planned to use temporarily. He noted that Mr. Bethke erected the Yurt and left it up all winter. Based on Mr. Bethke's account of his conversation with Don Sargent, Mr. Deaver understood that Mr. Sargent had told him that it was not the actual construction of the structure but rather how many days it is used throughout the year. It cannot be used more than 100 days. Mr. Bethke replied that this was correct. Mr. Deaver asked if Mr. Bethke had a letter from Summit County approving the septic tank. Mr. Bethke answered yes. He had obtained all the required permits and met all the requirements of Summit County. He also pays his dues and his taxes and pays the snow plow fee.

Mr. Bethke stated that after the Yurt was erected he started having random visits from his Area Rep, Nick Boyle. Mr. Boyle continued to ask questions regarding the Yurt, which led to Mr. Bethke's attendance this evening. Mr. Bethke stated that in emails and personal conversations with the area rep, it was confirmed that his situation was unique and that the rules needed to be better defined to address Yurts specifically. Mr. Bethke read from an email he received from Nick Boyle dated 10/22/12, following the October Board meeting. "This is actually the first Yurt built and it has never been addressed by the Board before. I did mention that in the CC&R's that I don't feel like it gives a very clear description of what is temporary, as well as what is considered vacation periods." Mr. Bethke believed that Mr. Boyle's statement provided another example of the need to better clarify the rules. Mr. Bethke stated that he was very interested in creating a solution to this problem in a fair and reasonable manner. He is a property owner and part of the Ranch and has no interest in being combative. Mr. Bethke stated that his neighbors love the Yurt and believe it adds to the community. He is excited to finally use his property on Elk Road. Mr. Bethke reiterated and he eventually plans to build a

home on his property and he was before the Board to find a creative solution for his current situation.

Mr. Tyler agreed that it is a unique circumstance for the Board because this was the first Yurt erected on the Ranch. He explained that the definition of temporary use is what makes the Yurt a unique situation. Mr. Tyler clarified that the Board has traditionally defined temporary use as any kind of temporary structure that is not on the Mountain year-round. For example, a trailer left on the Ranch from July to September is allowed without requiring an impact fee and a temporary use permit. The same would apply to a tee-pee that is erected for the summer and then dismantled.

Mr. Bethke asked for clarification on "traditionally defined". Mr. Tyler replied that it is the Board interpretation. Mr. Bethke asked if he was correct in assuming that there was nothing written in the CC&R's stating that interpretation. Mr. Tyler replied that this was correct; however, he believed it was written in the Architectural Guidelines and possibly the Rules and Regulations. Mr. Tyler stated that from the Board's purview, any structure that is intended to be on the property for more than 12 months is a permanent structure.

Mr. Tyler stated that he has personally been involved with Yurts in Summit County, and in every situation the County has required that the Yurts be dismantled because they can only be erected for a certain time period. In addition, Mr. Tyler pointed out that Summit County requirements can be different from Pine Meadow Ranch, and the issue is that the Yurt itself does not meet the Pine Meadow Ranch Architectural Guidelines. The structure was erected without any type of impact fee paid or any review by the Board. Mr. Bethke was before the Board this evening because they now have a structure that is intended to be left up for several years and does not meet the Board's definition of temporary. Therefore, the Yurt needs to comply with the Architectural Guidelines, which is the issue they face today. Mr. Bethke acknowledged that he should have come to the Board much earlier, but he had no idea that the situation had escalated to this point until he received the non-compliance letter. His area rep had invited him to attend a Board meeting but the reason was never made clear. Until he received the letter of non-compliance he believed he had done everything right because he could find nothing in the Guidelines that would prohibit this use.

Mr. Burdette pointed out that every Ranch owner has been asked to bring their plans to the Board whenever something is to be built to make sure it complies with the Architectural Guidelines. That rule applies to any structure on the Ranch except structures that are only erected for one season. Mr. Bethke clarified that his interpretation of the rule was for permanent structures. He had attended a previous Board meeting to ask about the process when he originally planned to build his house.

Mr. Tyler believed the communication gap resulted from the traditional Board definition of temporary as being seasonal use only. Any structure left year-round is considered a permanent structure. Mr. Tyler asked how long Mr. Bethke intended to keep the Yurt on his property. Mr. Bethke stated that until he was asked to attend this meeting he had not given it much thought. His original intention was to keep the Yurt on his property after he builds his home and use it for guests. He understood that there were other Yurts on the Mountain. Mr. Tyler stated that there may be other Yurts on the Mountain, but they are not within the boundaries of the Ranch and would not be subject to the PMROA CC&R's. Mr. Tyler pointed out that the Board would not allow Mr. Bethke to move the Yurt elsewhere on his property and continue to use it permanently as a guest structure unless it complied with the Architectural Guidelines.

Mr. Boyle clarified that in his emails and conversations with Mr. Bethke, he thought he made it clear that the Board would like him to attend a meeting to discuss the intent and purpose of the Yurt; and whether it would be a seasonal or permanent structure.

Mr. Tyler felt it was time to move forward and fix the situation. He asked for input from the Board members. Mr. Gonzales stated that the fact that Mr. Bethke had a septic system installed for the sake of the structure makes it appear more permanent than temporary. As a permanent structure the Board tries to enforce the Architectural Guidelines to keep the appearance of a cabin community. Mr. Gonzales pointed out that the Yurt does not come close to meeting the list of acceptable materials required for a permanent structure. Mr. Gonzales was unsure whether Mr. Bethke could meet the Architectural guidelines and he was certain that the Board would not change the Architectural Guidelines in a one meeting vote to allow Yurts. He also believed the Board would eventually have to address Yurts, but the requirements would have to evolve over a series of discussions.

Mr. Powell stated that there was no malicious intent from either party. Mr. Bethke was not trying to get away with something and the Board was not on a witch hunt. He felt that Mr. Bethke followed the process based on his interpretation. In his opinion, the fact that it has water or septic does not necessarily imply a permanent structure or that he erected it as a place to stay forever. Mr. Powell read the language of a temporary structure and he could understand how Mr. Bethke misread it because it is very vague. Ms. Parker stated that regardless of how they move on Mr. Bethke's situation, the Board needs to draft language that is incredibly clear. If they are trying to avoid certain types of structures that do not fit the cabin feel of the community, they need to change the language from this point forward.

Mr. Powell thought it was a two-fold discussion. The first part was to find a solution for

this current situation. The second part was to address future structures. He suggested that they find a way to approve the plans and consider an impact fee, and define the existing Yurt as a special circumstance and approved temporary structure until construction of the cabin. He was not opposed to a specified time line.

Mr. Burdette referred to Mr. Bethke's comment that the Yurt would remain on the mountain even after the cabin is built. Mr. Powell thought that issue could be easily addressed when they draft new language. Mr. Burdette stated that the Yurt does not meet the Architectural Guidelines as a permanent structure, but they were told this evening that the intent is to make it permanent somewhere on the property. Mr. Powell felt that removing the structure could be part of the compromise. He preferred to call it a temporary structure until the plans for the cabin are built, and use the plans for a permanent structure as the reason for approving this temporary structure. The permanent structure is to be built within a specified number of years, and if it is not, the Yurt must become seasonal or leave the Mountain.

Mr. Tyler preferred to have a temporary use permit as a separate line item that the Board could approve to be on the Mountain for a certain period of time with a certain set of fees associated with it. He noted that the reason for the Architectural Guidelines and the CC&R's is to protect the cabin orientation of the Mountain and the surrounding community, and to mitigate the impacts of full-time construction and a permanent structure on the Mountain rather than a vacant lot. That extends from an impact fee standpoint at construction to higher annual dues for the HOA. He believed a temporary use permit process would address situations similar to Mr. Bethke's intent for his property. Based on certain requirements, the process would allow someone to erect a Yurt on their property for a temporary period of time with the long term plan to build a cabin.

Mr. Burdette stated that in the past the Board has tolerated temporary structures during the construction phase to facilitate the construction. However, at this point the Yurt is erected on the property with no plan of construction other than a set of drawings. Mr. Bethke has cited the economy as the reason for delaying his cabin, and that issue is out of his control and the Board's control.

Mr. Gonzales understood that Mr. Tyler was proposing a completely new process for a new use of the land. It would be a change to the Rules and Regulations and an addition to the construction schedule.

Mr. Deaver pointed out that if they allow it for one owner, the Board would be required to do it for anyone else with the same request. Ms. Parker was more inclined to say that Mr. Bethke's circumstance resulted from a misinterpretation of the rules. It would



address his situation but not open the door to approving all types of semi-permanent structures.

Mr. Tyler clarified that the temporary structure is a way around the \$5,000 impact assessment to build permanent structure or cabin. His proposal for a temporary use permit would require paying temporary use assessment fees because the structure is intended to remain year-round. Mr. Tyler saw it as additional revenue for the HOA. The impact fee would still need to be paid when the permanent structure is constructed. Mr. Tyler thought it might discourage people from erecting a Yurt because they would have to buy a temporary use permit.

Mr. Powell was not in favor of allowing these types of temporary structures and would not want to see it encouraged. He believed the goal was to revise the Architectural Guidelines for clarification so there is no room for misinterpretation or confusion. In his opinion, a reasonable time frame to have a temporary structure while building a house is two seasons. However, in this case he felt the Board should try to work a solution for Mr. Bethke because of the circumstances. He suggested a two-year time period, after which time the Yurt would be for seasonal use only and dismantled. Mr. Deaver thought they should be specific as to whether it is seasonal use or seasonal existence.

Mr. Powell read from the Rules and Regulations, "No temporary structure of any kind shall be permitted except: 1) when used for a reasonable period to aid in the construction of an approved structure." He could understand why Mr. Bethke read that language and fully believed the Yurt was allowed. Mr. Burdette noted that the phrase, "to aide in the construction" means that it is only there during the period of construction. Mr. Gonzales agreed that there must be construction in order to aide construction.

Mr. Burdette pointed out that the Board has not given any approval for Mr. Bethke to build on the Mountain. Mr. Powell agreed that the Yurt is not an approved structure, Mr. Bethke does not have approved building plans, and the Yurt has been erected for more than a reasonable amount of time. Based on that side of the argument, Mr. Powell thought the Board had the right to require that Mr. Bethke remove the Yurt. However, personally he did not think that was a beneficial argument.

Mr. Deaver stated that Mr. Bethke never came to the Board with his plans for the Yurt. The rules specifically state that the roof shall be metal or architectural shingles and that the sides will be certain approved siding material. Mr. Deaver had a gut feeling that Mr. Bethke was playing the Board with the definition of "temporary". Based on that interpretation, Bob Burdette has a temporary structure because he is there less than 100 days a year. Mr. Deaver stated that temporary structure does not apply to the usage. It applies to the existence of the structure for the time it is there. Mr. Deaver

noted that if Mr. Bethke pays the impact fee today and it takes 5-10 years to build his home, and the rate increases in that time, he would be grandfathered in at the old rate. Mr. Tyler pointed out that the fee structure works that way now. If someone gets a cabin approved on their lot and pays the \$5,000 impact fee, they could wait 20 years to build if they wanted because the impact fee is already paid.

Mr. Tyler stated that the CC&R's that have been referenced in the discussion were not the CC&R's that apply. Section 4 that Mr. Bethke referenced earlier only applies to A Plat. The CC&R's that apply to the entire Ranch were actually recorded in 1973. Mr. Tyler remarked that the applicable section was Article 5, Architectural Control, which says, "No building, fence, wall, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the general nature, kind, shape, height, material and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three or more..." He clarified that the architectural committee is the Environmental Control Committee.

Mr. Tyler stated that Article 5 was the applicable section where Mr. Bethke would submit his plans. It was page 8, Book M50, page 528. Mr. Bethke remarked that everything he researched online referred to Section 4. Any rules about architectural review pertained to permanent structures. Mr. Gonzales clarified that the language Mr. Tyler read in Article 5 was from the CC&R's and not the Architectural Guidelines. Mr. Tyler replied that this was correct. Mr. Tyler pointed out that Mr. Bethke should have received a copy from the title company when he purchased his lot. He offered to send Mr. Bethke a copy.

Mr. Tyler stated that he was looking for a workable solution from the Board for their long term goals, whether or not to allow Yurts for any period of time; and a solution that is amenable to Mr. Bethke. Mr. Tyler recognized that Mr. Bethke has spent considerable money building his Yurt and he was not comfortable asking him to remove it. The Board has that right but it would be the wrong solution.

Mr. Tyler took a straw poll and asked the Board members who favored allowing Yurts as a permanent structure on the Ranch to raise their hands. No hands were raised. Mr. Tyler asked those in favor of allowing Yurts on a temporary basis to raise their hands; temporary being a period of less than three years. Mr. Gonzales stated that he would define temporary as less than 100 days. Mr. Burdette noted that the current regulation for seasonal temporary structures is less than 100 days. Mr. Tyler clarified that his question related to a period of 6 months to 36 months.

The Board discussed various scenarios and issues related to Yurts and other temporary structures. Mr. Gonzales asked if it was possible to tear down the Yurt for a month twice a year until the Board has the opportunity to resolve the issue for now and the future.

Mr. Tyler asked if the Board wanted to allow Yurts on the Mountain at all, aside from Mr. Bethke's situation. Mr. Deaver suggested that they specifically define Yurt as temporary, and tell Mr. Bethke that his temporary time frame begins this evening. Mr. Deaver understood temporary to mean that at some point during the 12 month period of a year the Yurt would have to come down. Mr. Burdette was uncomfortable with temporary being less than 365 days. Mr. Deaver agreed, which is why he suggested that they specify how long the temporary structure must be down before it can be erected again. He stated that the Board could specify that the structure could be up for 9 months and down for 3, and let the owner choose the months

Mr. Deaver did not think Mr. Bethke should have to pay a \$1,000 per year fee. He also thought the Board needed to define the word temporary and make the definition clear without debate. Mr. Deaver believed that it would bring Mr. Bethke into compliance and solve the problem. Mr. Deaver clarified that he personally felt the Yurt should come down, but he did not want to do that to Mr. Bethke.

Ms. Parker stated that if the Board felt there was any gray area or room for misinterpretation and the Yurt was put up with a different intention of the language, the Board should make this a one-time gray area situation, and then take the time to thoughtfully restructure the language so it never happens again. Regarding Mr. Bethke's situation, Ms. Parker thought they should put a reasonable time limit on it and move on.

Mr. Tyler remarked that the new language would go into the Architectural Guidelines because the CC&R's gives the Board the authority to make changes to that document. If the Board was willing to move forward, he would draft the language for Board review and discussion at the next meeting. Mr. Tyler asked how the Board wanted to handle Mr. Bethke's situation. Mr. Burdette asked if the Board was comfortable giving Mr. Bethke 90 days from this evening as an initial grace period until the Board has the opportunity to work out the details. The Board concurred.

Mr. Tyler summarized that the matter of the Yurt would be tabled for 90 days while the Board works out a definition. Mr. Bethke was welcome to attend the meetings and be involved in the process. Mr. Gonzales informed Mr. Bethke that the Board would be open to any creative solutions he could provide to address Yurts in general.

Mr. Tyler noted that 90 days would be July and the Board would try to finalize the matter at their meeting on July 16<sup>th</sup>.

MOTION: Mr. Deaver moved to table the discussion on the Yurt for 90 days to allow the Board the opportunity to revise the language regarding temporary structures for clarity. Dan Heath seconded the motion.

VOTE: The motion passed unanimously.

Mr. Deaver asked if the Board would still proceed on July 16<sup>th</sup> if Mr. Bethke is unable to attend that meeting. Mr. Tyler answered yes.

Mr. Bethke commented on how Yurts are becoming the popular trend and that upscale hotels are using Yurts on their properties. They add to a community as evidenced by the comments he has heard from his neighbors.

Mr. Tyler reported on an email he received from Leo Mosher, D-75, who was heavily in favor of the Yurt because it looks great and it is a low impact use of space. Mr. Mosher stated that he would prefer to look at a Yurt than some of the ugly houses.

**Mr. Bethke left the meeting.**

Long Term Planning Discussions

Mr. Tyler stated that he had not had time to work on long term planning due to the amount of time he spent working on the construction checklist, which would be discussed under New Business. However, he requested discussion in the context of the Yurt issue.

Mr. Tyler stated that what he has taken on in the first several months and what he intends to do as they move forward is to take a second look at every document related to the HOA. He had started with the snow plowing agreement and the construction checklist. Mr. Tyler believed this was an opportunity to simplify the process and to be more clear in their communication of what is actually required. He assumed they would start to see more construction and it was important for the Board to be able to clearly communicate what they want when owners come in with their plans.

Mr. Tyler stated that he would put Architectural Guidelines on the agenda for the next meeting as one of the documents to revisit.

Mr. Tyler reported on follow-up conversations he had with the Fire District. The North Summit Fire District covers the Pine Meadow Ranch area because they have traditionally done so. However, the Owners Association does not pay into the North Summit Fire District. The Ranch is not in the North Summit Fire District so they are not legally obligated to respond. but if they do not respond, they are at risk for a lawsuit because they have responded in the past. Mr. Tyler believed that at some point in the next two years the Pine Meadow Ranch area would be annexed into the North Summit Fire District, which will result in a tax increase. Mr. Tyler would research the average increase and report back. Mr. Tyler pointed out that several other areas were in the same situation so it was not just the Ranch.

Mr. Tyler noted that the District had contacted him and it was all very preliminary. However, if it gets to that point, he felt the Ranch was in a strong position to ask for some things that they currently do not have. One was a fire station on the Mountain and he believed there was a good opportunity for the Fire District to build one.

Mr. Tyler commented on a rumor of a plan to redo some of the bottom around the entrance to Tollgate. Mr. Heath explained that the Board wanted to move the existing mailboxes up the road. He had meetings with the postal service and it looked like it might be approved. However, the post office has started using a different vehicle that would not come up the Canyon that far. For that reason the mailboxes will probably stay in their existing location. In terms of cleaning up the bottom of the Canyon, Mr. Heath noted that a gentleman had offered to contribute a significant amount of money. The plans and drawings were going back and forth and it took all winter to get them back. Mr. Heath had not seen the plans and he was unsure of the status and whether the donor was still willing to contribute. Mr. Heath noted that he and others tried to clean up the area and someone turned them in saying that they were digging on someone else's land. The survey showed that they were digging on Ranch land but the County required a grading permit. Mr. Heath would pursue the clean up at the bottom of the Canyon and try to contact the potential donor to see if he was still interested.

Mr. Deaver noted that beginning in May the meeting would be held on the Ranch. He thought it might be beneficial if they tour the Ranch as a Board to see what everyone envisions for different areas.

#### Snowplowing Contract

Mr. Tyler recently updated the Contract. The primary change was the penalty for people who plow but do not comply with the insurance requirements. Ms. Parker noted that the Contract does not address emergency situations. Mr. Tyler stated that the plower would get a notice for the first violation. Mr. Gonzales assumed that in an

emergency situation, someone would call an approved plower because they have the equipment. Ms. Parker clarified that she was personally in a situation where they got stuck and had to get themselves out.

Mr. Heath had not received his copy of the Contract. Mr. Tyler would send him a copy.

MOTION: Mr. Tyler moved to APPROVE the 2014 Winter Plowing Contract as revised March 8<sup>th</sup> of 2013. Tom Deaver seconded the motion.

VOTE: The motion passed. Dan Heath abstained since he had not read the Contract.

### Website

Mr. Tyler asked the Board for their thoughts on the link to the website. The Board liked it. Mr. Burdette asked if they could edit information on the website. Mr. Parker answered yes. She stated that she just moved everything over and since she did it other things have come up and the news has changed. The change was more presentation and functionality. If any verbiage needs to be changed it could be easily done.

Mr. Burdette requested that they remove Hutch Foster's letter regarding the SSD before the website goes live to the public. Mr. Tyler stated that the website would not go live until they hear feedback from the Board regarding any changes.

### **New Business**

#### Summer Road Maintenance

Mr. Tyler reported on an email he received from Hutch Foster asking about summer employment. Mr. Tyler recalled that the Board briefly discussed it and Mr. Burdette was checking into insurance requirements. Mr. Burdette stated that the Association was not subject to the Affordable Care Act because they are a small employer. He explained that the easiest thing would be to receive a letter from Mr. Foster refusing health care. Mr. Tyler stated that he already had an email from Mr. Foster stating that he would refuse any health care if offered. Mr. Burdette stated that if Mr. Foster refuses health care then they do not have to provide it.

Mr. Burdette noted that Jody receives no other employee benefits besides health care and vacation. Since summer help is a seasonal position, the Association does not have to provide vacation. The Labor law states that they would have to pay overtime if Mr. Foster works more than 40 hours per week.

Mr. Tyler stated that in his email, Mr. Foster counted 17 weeks plus 3 days if he starts May 1<sup>st</sup> and works through August. Mr. Tyler recalled that the Board had discussed \$14 per hour as the salary, which was the same rate they paid the summer helper last year. Mr. Tyler recommended that the Board need to approve a budget to hire Hutch as Jody's summer help, and approve a time frame.

Mr. Tyler stated that 17 weeks at 40 hours per week at \$14 per hour was \$9,520. Mr. Burdette stated that it was 17 weeks and three days. Adding the three days at \$14 per hour, the total was \$10,067. The Board discussed the benefits of hiring Mr. Foster for the summer. Mr. Tyler understood that it would take money from the budget that would otherwise be used for materials, but they would be getting a great labor benefit.

Mr. Deaver noted that the salary plus all the taxes paid by the Association would increase the budget to approximately \$12,000. Mr. Deaver thought a better time frame would be May 15<sup>th</sup> to September 11<sup>th</sup>. Mr. Tyler thought Mr. Foster was only available through the end of August. If the Board agreed that May 15<sup>th</sup> was a better start date because of weather, they should calculate salary from May 15<sup>th</sup> through August 31<sup>st</sup>. Mr. Heath preferred to keep the start date flexibility in case the weather is dry. Mr. Tyler suggested that they approve the budget and let Jody manage the time frame.

Mr. Tyler calculated a \$10,000 salary plus 18% for taxes for a total budget of \$11,800.

MOTION: Mr. Tyler moved to APPROVE a \$10,000 budget, at \$15 per hour, not including the 18% for applicable taxes, to hire Hutch Foster at Jody's discretion and weather and jobs permitting, for a period between May 1<sup>st</sup> and August 31<sup>st</sup>. Mike Gonzales seconded the motion.

VOTE: The motion passed unanimously.

Mr. Burdette stated that the hourly wage for 88 days, which is 17 weeks plus 3 days, plus payroll taxes equals \$12,460.

#### Cabin Construction Checklist

Mr. Tyler asked the Board to review the checklist for discussion at the next meeting. He intended to add a header stating when the form needs to be used. The header would match the language from the architectural guidelines based on the Yurt conversation.

#### Miscellaneous items

Mike Gonzales stated that when he was at the garbage pit someone suggested that they rock it up. Mr. Tyler stated that he had already spoken to Jody about it. Mr. Tyler asked if the Board was prepared to take action this evening on the Ranger Jody had requested, or if they wanted time to think about it.

Mr. Deaver asked if there was money to purchase a Ranger. Mr. Burdette stated that they could spend money on a Ranger or they could use the money towards road base. Mr. Powell asked if money for the Ranger could come out of the equipment fund. Mr. Tyler thought it should come out of the Capital Reserve Fund because it is a capital cost. Mr. Burdette stated that if they had sufficient money to replace the existing equipment he would be comfortable using the reserve fund. However, they have been building the fund as a means of replacing equipment. If they invade the fund it would push replacement further out. Mr. Powell questioned whether it was better to take \$5,000 out of the capital reserve fund rather than use gravel money. Mr. Burdette replied that it was the same \$5,000.

Mr. Tyler clarified that Jody was looking at a side by side with a bed on the back. He had researched used vehicles and believed they could purchase one for approximately \$3,500-\$4,000 and purchase accessories for another \$500-\$1,000. He noted that the Board was currently reimbursing Jody for his personal mileage at 55 cents per mile. If they purchased the Ranger the reimbursement would stop and that money would offset the cost of the Ranger.

Mr. Burdette pointed out that when two employees are working on the Ranch, Jody could send the employee out with the Ranger to spray weeds or do other things, and Jody can take the truck to do a second job.

MOTION: Tom Deaver made a motion to APPROVE \$4500 for Jody to purchase a Ranger on the condition that Jody provides the Board the details on a particular vehicle prior to purchase for approval.

Mr. Burdette stated that he trusted Jody's opinion on the vehicle more than his own. The Board concurred. Mr. Tyler offered to oversee the purchase.

AMENDED MOTION: Mr. Deaver amended his motion to APPROVE \$4500 for Jody to purchase a Ranger and for Mr. Tyler to oversee the expenditure. Dan Heath seconded the motion.

VOTE: The motion passed. Ms. Parker abstained.

Mr. Deaver reported that Bill and Cheryl Groot had done the clean-up at the mailboxes.



Ms. Parker noted that she had acknowledged their work and thanked them on the Facebook page and people had responded. Mr. Deaver noted that Mr. and Mrs. Groot also spent three hours walking Tollgate trimming branches and picking up garbage. Ms. Parker stated that the Groot's do it every year.

MOTION: Mr. Deaver made a motion of gratitude to thank Bill and Cheryl Groot for their kind community service and all that they do without being asked. Dan Heath seconded the motion.

VOTE: The motion passed unanimously.

### **Monthly Budget Report**

Mr. Burdette reviewed the unpaid bills detail report totaling \$12,442.00.

Mr. Burdette crossed off the Dirt World Enterprise bill in the amount of \$467.50 on page 1 because it was paid last month. In looking at the invoices he was unsure whether Jody had ordered new aggregates. Jody confirmed through a text message this evening that it was not a new order.

In response to a question regarding Jody's mileage reimbursement, Mr. Burdette stated that Jody is reimbursed for his time to and from the Ranch because many times he stops to do Ranch business along the way. It was noted that purchasing the Ranger would only save on reimbursed mileage while Jody is on the Ranch. Mr. Burdette stated that if they purchase a Ranch vehicle there would be no reason for Jody to use a personal vehicle to do Ranch business. However, if he uses his own vehicle to pickup parts off the Ranch, he should still be reimbursed for that mileage because it is Ranch business.

Mr. Burdette noted that \$12,442.00 less the \$467.50 invoice for Dirt World left a total \$11,900 to be paid.

Mr. Tyler presented a bill from Sam Scaling for plowing the Forest Meadow/Pine Meadow connector that Mr. Scaling plowed all winter. He noted that the Board did not have a proposal to pay Mr. Scaling to plow, but a budget was approved pending receipt of a proposal at the annual meeting in November. Mr. Tyler recently learned that the proposal was sent to Hutch Foster and because Mr. Foster's *term as President* had *expired* it was never put on the agenda. Having submitted the proposal Mr. Scaling plowed the connector and submitted an invoice for his charges.

Mr. Burdette explained that in the past they have always asked for a rate for plowing

and a rate for blowing. The work shown on the invoice was billed at the blowing rate and nothing was done with a plow. When Mr. Burdette questioned him about it, Mr. Scaling said that he did not have a plow. Mr. Burdette stated that the Board has been given both rates in the past and it is much faster to plow when the snow conditions allow it.

Mr. Tyler believed the Board should use the situation as a learning experience. Any expenses that are authorized by the HOA must go through the Board. Otherwise, whoever orders the work will be personally liable. This was a different situation because Mr. Scaling did submit the proposal to Mr. Foster but it never made it to the Board.

Mr. Tyler noted that three bills from Sam Scaling totaled \$2875. He recalled that the Board had only budgeted \$6,000. Mr. Scaling billed for 28.75 hours at \$100 per hour. Mr. Deaver thought that was reasonable. Mr. Burdette felt it was reasonable if the work required that many hours. If Mr. Scaling could have plowed instead of blowing, the number of hours may have been reduced. Mr. Tyler pointed out that the proposal Mr. Scaling sent to Mr. Foster had a higher rate than what was actually billed.

Mr. Deaver thought the Board should pay the invoice from Sam Scaling and stipulate that going forward the Board would send Mr. Scaling a proposal with the rates they are willing to pay, rather than asking Mr. Scaling to give them a proposal. The proposal should state that if it is not signed and returned he would have no contract to plow. Mr. Tyler believed this the situation this year was an unforeseen mistake. He was comfortable having an agreement with Mr. Scaling to submit a proposal to the Board.

Mr. Tyler requested that the Board add the invoice from Mr. Scaling to the bills being approved for payment this evening.

MOTION: Mr. Deaver moved to include the bill from Sam Scaling for payment. Dan Heath seconded the motion.

VOTE: The motion passed unanimously.

MOTION: Mike Gonzales made a motion to pay the Unpaid Bills as presented by Bob Burdette. Tom Deaver seconded the motion.

VOTE: The motion passed unanimously.

Mr. Tyler referred to a letter that he received from PI-F-58, Area 5, Steve Treseder. Mr. Treseder would like to build a small shed on his lot and was asking the Board to look at

the provided information and approve his project. Mr. Tyler noted that the letter was received on April 4<sup>th</sup>, which falls within the one week prior to the meeting deadline. Mr. Tyler asked Carol to scan and send him letters when they come in so he knows to put them on the agenda.

Mr. Deaver noted that it was still too early to build. He suggested that the Board table review of the plans until Mr. Treseder comes to the Board and personally presents his plans and pays the impact fee.

Mr. Tyler reviewed the plans submitted and he believed that it was a complete package with the required information. He agreed that the Board could not approve the plans without the impact fee. Mr. Hodgson was the area rep and he would contact Mr. Treseder to inform him that the Board would make an official decision at their May meeting if the impact fee is paid prior to that meeting. Mr. Tyler noted that the proposed structure is a detached outbuilding with no living space. The impact fee is \$1 per square foot. The impact fee would be \$120. Mr. Burdette noted that if the building will have power the impact fee doubles to \$2 per square foot. Mr. Hodgson would ask Mr. Treseder about gas, power and/or water.

Mr. Tyler had received a letter from Brian and Eileen with the \$300 POA fee plus a \$500 donation to be used to assist in the normal POA responsibilities. Mr. Tyler thanked them for their contribution.

The meeting of the Pine Meadow Owners Association Board adjourned at 9:04 p.m.

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