

## **Mary's River Estates Road District Meeting**

**Date: March 13, 2025** Zoom meeting hosted Debbie and Joe

Meeting will be recorded for the purpose of note taking by secretary. Recording will be kept for one year on personal computer and approved written minutes will be kept on website indefinitely.

**Attendees:** Sandy Chapman (Secretary), (Debbie Jackson (Treasurer), Joe Chambers (President) joins at 7:18, James Roush, Rick Veronen, Justin McLeod

**Call to order:** 7:12 by Debbie

**Additions/Deletions to agenda:** None

**Review of minutes/approval:** February 13, 2025 No changes to minutes per Debbie. [Debbie makes a motion to accept the minutes as written. Sandy seconds the motion. Debbie: All in favor? Commissioners Debbie and Sandy agree, minutes approved.](#)

### **Financial Report and Mail:**

**Mail:** Bill from Wix for Domain name April 2025 to March 2026, debited from Debbie's card

**Financial:** Debbie screenshares FY24-25 Financials for Income and Expense by Category YTD 07/01/2024 - 03/10/2025 and Transaction report 02/07/2025 - 03/10/2025. We received more taxes from Benton Co., paid SDIS insurance, K&D, MRE Domain Fee & CPI bill. Received interest. See detailed information on transaction report. [Debbie makes a motion to accept the financials report as written. Sandy seconds the motion. Debbie: All in favor? Commissioners Joe, Debbie and Sandy agree, financial report approved.](#)

The financials will be added to permanent record on website and be sent out via google groups email with approved minutes each month.

### **Review of Action items:**

**Update of March 12, 2025 Small Claims Court for Blacktop NW:** Debbie: She and Sandy went to Small Claims Court. Debbie had filed against Blacktop NW LLC (BTNW) for \$10,000.00 and \$5,000.00 addition prevailing party expenses. Debbie represented MRERD. Blacktop NW was represented by Frank Vedack. Shelly Vedack the owner of Blacktop NW, came to court and sat in the audience. After MRERD sued BTNW, BTNW countersued MRERD for \$10,000.00 with a reason of lost jobs of \$200,000.00 because we had filed the CCB complaint. Judge first had to check to see if BTNW as an LLC, could represent themselves without a lawyer and it was found that they could. Debbie presented the information of the timeline of the case and submitted the August 2024 GRI Engineers evaluation letter with the pictures of the failed chip seal and emails between Sandy Chapman, a Commissioner of MRERD and Frank Vedack with BTNW. Debbie then addressed the mediation through the CCB and how MRERD notified BTNW in March of 2024 of the chip seal coming off and BTNW reply was that it should not be coming off. After another email response in March after Frank Vedack visited the project, no further communication was received from Vedack and on May 20, 2024 through the CCB, a notice was sent to BTNW for intent to file a claim. The intent of this notice was to have BTNW start communication with MRERD. After receiving it, BTNW responded with threat of legal action via text. Then no further action was received from BTNW. The CCB complaint was filed against BTNW in Sept. 2024. CCB Mediation was arranged with MRERD and BTNW. At the mediation, BTNW did not respond with any offer to fix the problem of the bad chip seal.

After Debbie presented MRERD case, Vedack with BTNW was able to asked questioned about what was presented. Vedack then presented BTNW case and various conversations that were supposed to have happened with Sandy and his perception of the CCB mediation. He said that during mediation Sandy had denied having a chance meeting with him on MRE Rd. on the day a cement truck lost some of their load on the road. That was rebutted by Sandy on the witness stand and Debbie during testimony. Vedack present trip sheets of the oil and (Knife River) chip seal products used on the project. From the time of the project, the ownership of the oil company changed hands to Knife River. Debbie's presenting statement about the surface of the chip seal being smooth and not as the

pictures presented in the Engineer evaluation was counter questioned with Vedack saying it should not be smooth. He gave testimony of cars peeling up the road during the project and tearing off the chip seal and it had to be fixed by them afterwards. Vedack just gave more excuses of what went wrong. Debbie had no questions to ask Vedack. The Judge had questions. And the judge decided that there was not any direct link to say that the failure was due to workmanship. Even with the engineers' report. It could not be determined that it was early weather, kids peeling up the road, the snow plow, etc. The Judge did say that it was obvious from the pictures that the work failed. The Judge then went to the counterclaim and reviewed what Vedack said his claim was: loss of work from MRERD filing a claim against them with the CCB and now companies will not work with him anymore because of the complaint being there. The Judge told Vedack that MRERD has the right to file the claim, that is what the CCB is for. BTNW had a chance to resolve the problem, but they took no action to do so at the time of the original Intent to file notice in May of 2024 nor during the Mediation was there any attempt for reconciliation nor to make your customer happy. The whole point of the CCB is to let people go through the complaint and mediation for a resolution. And the Judge cautioned Vedack to take better care of their customers and did not find that they had suffered any damages from MRERD. A judgement was denied against both claims with prejudice. Debbie will send the results to the CCB and we will have to see what they put on the website in regards to status against BTNW license.

Discussion: what else can be done besides chip seal: a new layer of asphalt could be applied. And for any further work a more thorough evaluation of the contractors' ability needs to be done.

**Tree in ROW Benton Co response:** Joe talked with Ian at Benton Co. and was told that because the tree is in the ROW we can choose to remove it, we can do so with no problem. But we do not have to remove it because someone asks us to do so. It is up to MRERD to make that decision. Sandy says that because it is a hazard she wants it gone. Joe is still curious how is it a hazard any differently than any trees that are standing up beside the road? Sandy answers that those trees are another issue, but ultimately are no difference between the tree laying down bedside the edge of the road is no different than the trees standing along the edge. She has an email into SDAO risk management to ask them what the pre risk liability is with this situation. No answer has been received on what the liability is with trees next to the road and the downed tree which could be hit by people going off of the road. Joe still asking what the difference is with the dozens of trees on Iris that are closer to the road than the downed tree. Debbie adds that we have had discussions before about whether or not we are going to be cutting back brush and we had problems with this last time we did it. One of the questions is: do we have the right to (cut) and so if we have the right to (cut) and we choose to and we do, then we have exercised the right to. Rick says Joes point was that it had to be in the right of way. The downed tree is definitely in the ROW, the fence is in the ROW. Part of the problem of what is going to be or not going to be cut is WHEN the road is not in the center of the ROW. Joe clarifies his position: Does all 30 feet from the center of the road need to be cleared? In the ROW he thinks Sandy is saying we would be responsible for clearing every tree. Sandy: that is not what she is saying. Right now, we clear 5 feet of vegetation and as far as she is concerned there is a problem with trees right next to the road. She thinks we should start with the trees right next to the road, they are going to keep growing and cause damage to the roads. Debbie said we made a decision last meeting to get bids on removal of the tree with Bigs Tree Service. Which is the next item

**Luke Whiteman w/ Bigs Tree Service LLC proposal:** Sandy screenshares proposal.



2025-3 BID for Bigs  
Tree Service for fall

Proposal discussed, fallen tree will be cut up as needed and backhoe will pick it up and placed in a dump truck. Four-foot stump sticking up at the edge of road On Daisy will be ground down to below

ground level to reduce hazard. Sandy makes a motion to approve proposal to reduce hazards. Debbie seconds the motion. Joe: all in favor? Commissioners Debbie and Sandy agree. Commissioner Joe has nay vote. Action Item: Sandy to notify Bigs Tree Service of approval and adjoining landowner of intention to remove the tree to the fence line. Sandy will get more information from SDAO on liability issues with the standing trees next to the side of the roads and we discuss that further. She is just trying to keep things safe. And not cut back thirty feet, just address the ones with in five-feet and there will be a lot of issues with those.

**Keaton w/ NW Tractor Services proposal:** Sandy received an email from Keaton and he really appreciated that we liked his work last year and will keep the price the same for road side mowing,



2025-2-28

Screen share of the proposal Estimate\_1154\_Nortl Total \$1724.00. No scheduled date yet, we have to take into consideration the Fender Blue butterfly. The butterflies lay eggs in May and it takes three weeks for the cycle of life and we have to check to see if they are out of the area and not feeding on the Kincaid lupine. Debbie makes a motion that we approve the proposal for mowing. Joe seconds the motion. All in favor? All Commissioners Joe Debbie and Sandy agree. Action Item: Sandy to notify NW Tractor Services of approval with tentative mowing date in June.

**Update on Daisy Drive work:** Sandy: after many times back and forth for corrections with Dan at K&D the specification documents are done. What he did was cut and paste the from the 2020 Columbine contract and there were problems separating the two current projects descriptions from each other and having each document reflect only the Slope or the Pavement description. He had the Columbine project numbers on the new documents and it was quite a mess. Dan sent a list of contractors that were going to get the bid invitations. I asked that documents also be sent to James and another company Bravo Group. Bids will be accepted until 2PM on the 25<sup>th</sup> of March. Joe asks about advertising and the County getting the physical plans for the project. Answer: No advertising is being done. This is a bid invitation only job. The County is to receive the physical copy and a PDF version is being sent. Discussion: We do not have to take the lowest bid. We do not have to take any bids. We do not know the contractors that are being sent invitations except James and Bravo Group that has done work in Philomath. How do we know who is going to be good. James gives us his opinion that the contract is written as a bid invitation should be. It has all the stipulations that cover MRERD protection. If a bid comes in with a very low bid we should be take a second look, but there should not be much variance because of the way the contract is written. The contractors being sent the bid invitations should be fairly reputable. One thing to keep in mind is to have a paving company, not necessarily an excavation company, to do the paving project. An excavation company will sub out the pavement part. Discussion that K&D will close the acceptance of bids at 2 PM on March 25, not necessarily open the bids then. Each project is to be bid separately.

**Contact striping company:** No proposal received yet they are out of the office.

**Update on RD repairs from fiber installation damage:** Sandy has gone back and forth with Brian Richardson at Pioneer a couple of times. The company North Star has not been signed off for all of the repairs yet. She has given Brian a punch list which was extensive and the last communication was that the punch list should be done this week and then a ride around would be done to review the work. Discussion: Iris has had some work done to it with gravel applied and some pot holes filled. This is not a full-time fix it needs more gravel. Joe says that it was scraped, some gravel applied, there are some places that look good and others that need more gravel. Potholes are already reappearing today after the work done on Tuesday (two days ago), it is hit and miss. Thursday some work was being done on Iris near James's house. Ditches were not redone on gravel part of Iris, but some clearing of debris was done. Some compaction was done on Queen Anne. Sandy asks since it has rained were the ditches on Iris redone? She took pictures of ditches riveted out from the rain and culverts plugged. No straw with seed for vegetation growth has been put down

yet on graveled part of Iris. Ditches with  $\frac{3}{4}$  minus rock applied to the banks have been eroded and sloughing down with the rains. Bottom line once the company gets signed off for repairs being done, then she will go on the ride around with Brian and make up a new punch list if everything is not up to standards.

**Schedule Budget meetings/new committee:** Debbie: discussion that Joe and Sandy can do Wednesday meetings. Days agreed upon for Budget meetings April 16, May 14, and June 4 if needed, at 7PM. Rick ask if we need a budget committee. Debbie wants to send out email request on Google Groups for volunteers for three Budget Committee members. Rick offers to be a budget committee member as now he is a resident and he has experience in working on RFP's. He asks for recommendations for projects. **Action Item: Debbie to send out email request on Google Groups for volunteers for three Budget Committee members and recommendations for projects. Make the decision on the April 10 meeting for Committee members.** Discussion on cost for projects range from \$50,000- \$100,000.00. With the way prices are going bids are going up all the time. Debbie explains to group about the way our budget works.

**Schedule of another meeting with Bravo Group:** Sandy: this was supposed to be for snow removal and we do not need to do this right now. James will keep us posted if he can be of service in that area.

**New business:** None

**Open Forum:** None

Meeting adjourned 8:26