

Mary's River Estates Road District Meeting

Date: October 10, 2024 Zoom meeting hosted by 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: Joe Chambers (President), Sandy Chapman (Secretary), (Debbie Jackson (Treasurer), Kevin Corneluis, James Roush, Rick Veronen and Robyn Lillehei join meeting at 7:13.

Call to order: 7:00 PM

Additions/Deletions to agenda: Deletion: crack seal was talked about the last meeting. Addition: damage to the roads from the equipment of North Sky on Iris especially between Yenchiks' and Cornelius's house and various areas of damage to paved areas with the new the crack seal.

Review of minutes/approval: Joe and Debbie have read the minutes and see no needed changes. [Debbie makes a motion to accept the minutes as written for September 12, 2024 and September 17 Special meeting.](#) [Sandy seconds the motion.](#) [Joe All in favor? All commissioners agree.](#)

Financial Report and Mail: No mail except notices of the mediation which is the same as received from emails.

Debbie screenshares new FY24-25 financials for Income and Expense by Category YTD 07/01/2024-10/07/2024 and Transaction report 09/07/24-10/07/2024. One bill outstanding for K&D through August for approximately. \$4,000.00. Checks for crack seal designated for each section of the roads done. Debits for CCB complaint filing fee and utilities. The financials will be added to permanent record on website and be sent out via google groups email with approved minutes each month. See attached records. We will be getting taxes within the next month, starting early November.

Open Forum: none

Review of Action items:

Daisy Drive update: Sandy: phone call contact with Dan at K&D on two different occasions and he has stated that he will be sending the plans to the County and so far, she has not gotten any verification that this is has been done. She has been talking with Gordon Kurtz at BCPW and he has sent information of what needs to be done for the up-coming Daisy Drive repair. Mr. Kurtz was going to send her a notification if he received the plans and has not seen anything yet.

Sweeping and striping update: We are on the schedule for October 17 to have the striping done, but we are going to have to postpone because Devin from North Sky doing the work for Pioneer has said they will not be done for four weeks from September 24. She told him that we were going to get striping done and because they jumped ahead with their job, we may have to postpone the striping. **Action Item: Sandy to contact A1-Striping to ask about delay again and temperature requirements to have the striping done.** If it gets too cold, we may have to postpone the striping again till next year because of the fiber lines being laid.

Discuss meeting with CCB Mediator for MRE Rd. chip seal resolution: Sandy summarizes: We sent in the complaint to the CCB and the complaint was accepted. The next step was going to be mediation (with the CCB and Blacktop Northwest and MRERD Commissioners).

After talking with the mediator Gerrit Southard at the CCB for thirty-eight minutes she was informed that we would meet at the mailbox area in MRE. The purpose of mediation is to come to a resolution.

Gerrit as the mediator is not make any judgements or inspections on the work that was done. He is not judge and jury. Mediation is to see if we can come to a resolution whether it be financial, performance wise or bartering. If we come to a resolution, he puts that to paper and we sign. If we do not come to a resolution, then we file with the courts usually within 30 days. He will go back a file a memo " tried to, unable to resolve..." He added that if we come to a financial resolution and we do not get any payments then we would have to go to court to get it. Even though there is a bond that Blacktop Northwest had to pay to the CCB to get a license, no access to the bond is given unless there is a judgement from the court. This is whether we come or do not come to a resolution on October 15, mediation day. Until 2011 the mediator was the judge and jury, but that is no longer true. The meeting is scheduled for Tuesday October 15, at 09:00. All three Commissioners are going. Gerrit said: ask yourself 3 questions: 1) What is the likelihood of prevailing in court. 2) What is the cost going to be for that? 3) What is likelihood you will get paid? He said businesses can just up and fold and disappear. Gerrit also said we need to decide what our top line is and the bottom line? What are we seeking through mediation? What would we not accept and go to court for? Sandy starts with saying she wants the money paid out for the part of the project for MRE Rd. \$100,000.00. Debbie what is it going to cost to get that? Can we file in small claims court and take our expert witness confidently? Will it cost us \$100,000,00 to get that much back and get nowhere? Sandy: if we come to a resolution at this mediation that resolution will be written right there and Frank (from Blacktop Northwest) will owe us whatever that comes to. Further discussion continues by participants of the meeting: Realistically, how likely is Frank going to do that? He will say he already spent that, but so did we and look what we got. We need to say go look at the difference in the job that was done years ago that is still good and the shoddy work that was done by him (less than a year ago). Question: Can we show the expert witness study at the mediation? Answer: yes, but we do not want to give it to him. If we had sent it in to the mediator it would have been given as a type of discovery back to Blacktop Northwest. The mediator said we can bring it and refer to it and say this is why we want our money because this job is x, y and z poorly executed. Look-up for small claims limits is \$10,000.00. It is more likely that Frank will offer to redo the job if he offers anything. You have to remember we are dealing with a contractors' board and in general they are going to feel positive about a contractor offering to redo work. Most contractors may be short of cash and do not want to give up money that was from a year ago and already spent. Mediation is different viewpoints and need to think about that instead of being hard lined. If he (Frank) said he would redo it, we can say our expert says we want specifics to make it good. If it is redone, we have another running period on this. If the job is again bad, we have another year to go from the job. Statement made that it is felt that the equipment was rented or leased and not his (Franks) or the job was subbed out. The expenditure on that is substantial. He may have spent \$50,000.00 on rental equipment and won't give up any more or is not inclined to do so. Blacktop Northwest has a \$1,000,000.00 bond, this is a requirement and a \$2,000,000.00 incident insurance, but we have to go to court to get it. Other opinion is that he (Frank) will force us to go to court for anything. There is no incentive to do otherwise. Does he (Frank) show up or his wife who on paper, is the owner of the company? And what is she willing to do. Sandy gives summary of three separate business that include Frank Vedack and a partner at the beginning of one business in 2008. Then in 1998, a A. Ramirez was in another business with Franks first partner. Then Ramirez ends up with a Shelly Vedack, (maybe Franks wife) from 2015 to present 2024 as owners of Blacktop Northwest. Point being who are we dealing with at the meeting? Does Frank have authority to make decisions for Blacktop Northwest? If he (Frank) is not an officer of the company and he is speaking for them, he should have an affidavit or some form signed by an officer that this person is speaking for the company. He (Blacktop Northwest) is not even commercially licensed. He is licensed for residential. The bond is for \$25,000.00 and the insurance is for \$1,000,000.00. Technically he can get away with being licensed for this project because as a residential contractor you can do small commercial total

contract under \$250,000.00. But he (Frank) is not on any association past or present. He should have to have something to show that he has some authority to make these calls (decisions). If he does not offer anything, what will that look like to the mediator? Should we ask to speak with the owners of the business because he (Frank) is not on any paper work? If he does agree to redo it, we do want conditions met, dates, priorities, conditions. We need a supervisor for the job. We want some method of verifying what he is doing? We need a legal contract with all the if's ands, or buts that he would have to agree to. None of that got done in the previous jobs. Such as what the evaluator said: we want it done to those standards (ODOT). We would need to have an inspector come out, say from Benton County to say they did it right. A comment is made that Benton County was responsible for the quality of the work on Tansy and the finished product was not acceptable. If we ask for input from Benton County, we do not know what we are going to get (as an answer) or not. Benton County has in the past held contractors responsible for the widening of Columbine. It might be worth giving them a call. We may need to otherwise hire a supervisor if it is redone. Additional input to put in the contract is to require that the materials be tested before the job is done by FEI. Before the contract is written up, contact FEI and ask what their requirements are to have the products be tested? Oil will have to be tested in California. And must meet (ODOT) standards. What type of equipment is going to be used, what kind of compactor, what is the rate of application of chip seal aggregate, how much poundage? All the nitty-gritty things. What are we willing to do if nothing is agreed upon? Answer: we take Blacktop Northwest to court for the cost of the project and attorney fees and court expenses. It has to come out in our favor to get that, otherwise it is just expenses at our end. It would be to our benefit to consult a lawyer. Opinion given that all of this is a learning curve and the cost of "tuition" to learn what we should and should not do. While we are not spending money trying to run him down, we can get on with other things. We need to ask what the company is offering for this crappy job? If he (Frank) is there at the walk away and makes no offer, what does he (Frank) look like in front of the CCB? We do have the evaluation to back us up. We can say, you did not do this or this or this. Stick with the report. We can still possibly file small claims on something. So how does this go at the meeting? The mediator will start the meeting. Then we address what the issue is and share the study we had done. We do don't have to give him a copy per what the mediator has already told us. We can bring it and use it as examples of what we are pursuing. Do not low ball up front. Go through the report and say, Now, what is a fair resolution for this, a number or the work? There is a cost for a business to fold up and start over. And go bankrupt. That is the minimum he is likely to give us because of that, if he is wanting to do that already. Ask the mediator how this is resolved on the CCB website. Complaint is on the site for 'yes' for always on his license. **Action item: Sandy will send notice out on Google groups email by tomorrow. Outline to be make up by Sandy to be agreed upon by other Commissioners.**

Sandy's reappointment form: Sandy still has to fill out form and send in to the County for reappointment.

WHA information for compliance by November 1, 2024: Debbie still needs to do this also and will get it done.

Damage to the roads from the equipment of North Sky on Iris: On (gravel) Iris between Yenchik's and Cornelius's house half of the road is full of "potholes" from the equipment spinning their tacks into the gravel. Repairs on the roads are supposed to be fixed once the company is done with the job. Job to be completely finished by June of 2025. Cable placements are to be done in four weeks from now. Sandy was told by Devin with North Sky (gravel) Iris was to be bladed the next day and it was not done. Discussions: Belief that it is a much bigger job than to "just blade the road". Other damage is note that the top the crack seal has been chewed off on Daisy and on (paved) Iris. Question asked why are they going so close to the edge of the road when the right of way is farther

up the hill. Now they are placing the fiber in the middle of the platted road. Answer from North Sky was we would need to "locate". What is going to happen if we, in time, are going to widen the road? Concerns stated that the fiber cables are not three feet below the surface. People have seen the connections being done right below the surface. Any work on the ditches we may be doing damage to the lines. It is not going to be easy to repair any damages done. Directional ditching has been seen being done on Daisy. More damage seen on the side of the road with very large bare spots where the vegetation has been removed. Discussion to put grass seed on the bare spots, but we need to wait until the job is done and then add that request to our list of places needing to be fixed by North Sky/ Pioneer. If replacement is not done there will be weeds growing and erosion occurring. It was noted that we, MRERD, are in a habitat conservation zone. We are not supposed to mow until after June 15 because of very fragile habitat. We need to maintain the habitat. Statutes can be sent by Robyn if we need to see them. **Action Item: Make up list of the damage to the roads and road sides that has occurred with the placement of fiber optic cable by North Sky Company/Pioneer Connect.**

New business: None

Meeting adjourned: 8:22