

**HIDDEN VALLEY VILLAGE OWNERS ASSOCIATION**  
**Board of Directors Special Meeting**

**MINUTES**

**DATE OF MEETING:** JULY 31, 2023

**TIME:** 5:30 P.M.

**LOCATION:** HIDDEN VALLEY MANAGER'S OFFICE VIA ZOOM

JOIN MEETING ID: 874 0197 9635

<https://us06web.zoom.us/j/87401979635?pwd=cVFKbFBhbEV6QmZQSzdOKytyaFJtZz09>

PASSCODE: 456031

HIDDEN VALLEY OFFICE: 760 934-7303

EMAIL: [manager@hiddenvalleymammoth.com](mailto:manager@hiddenvalleymammoth.com)

**1. General**

A. Call to order by President. The meeting was called to order at 5:30 pm by Jim Murphy.

B. Roll call. Record Board Members, Management, owners, and guests present

- **Board members present:** Jim Murphy, Debra Martin, Ruth Wheeler, Tricia Gomez, Nikki Yoblonski (joined at 6:43), Brian Johnson
- **Board members absent:** Nick Roberts
- **Management:** present
- **Homeowners:** none

C. Homeowner Forum: 15 minutes (Comments on Agenda or Non-Agenda Items)

*\*\*\*Homeowners are also encouraged to submit comments and suggestions to the board via email at [bod@hiddenvalleymammoth.com](mailto:bod@hiddenvalleymammoth.com)*

No homeowners were present.

**2. Approval of Minutes from July 18, 2023**

Debra moved to approve the minutes, Ruth seconded and all present were in favor.

President Jim Murphy shared for information purposes what occurred in the last meeting executive session as follows. Disciplinary Hearings were held for the owners of units: H, I, and J. The owners of H and I did not attend, Unit J owner did attend. The Board assessed the following fines: Unit H; \$250 first offense fine for Nuisance and failure to submit work request form for fireplace to management. Unit I; \$250 first offense failure to notify management of occupancy, and \$250 first offense fine for nuisance noise after 11:45 PM reported by 2 owners in adjacent units. Unit J: \$250 first offense fine for failure to notify management of occupancy.

**3. Snow damage repairs - discussion and possible action**

- A. Insurance items
- B. Independent Adjuster
- C. Contractor items
- D. Updates, discussion, and possible actions on repairs

## E. Logistics and communications with owners

To discuss with Justin the outside adjuster.

- Snow roof shoveling for mitigation

Discussion of State Farm report dated 7/27/23.

- Ruth spoke to insurance commissioner who said to:
  - o Speak with insurance company for clarification.
- Ruth shared that she feels like part of our challenge is Jordan the contractor is not providing detailed enough records for us to work with insurance.
- Jim shared that he feels the reason we would engage Justin the outside adjuster due to his expertise and helping us navigate the challenges with the insurance adjuster and the contractor.
- Jim also says that the starting date of the claim of 1/14/23 can't be the accurate start date because the major storms hadn't even completed and significant snow was still on the roofs.
- Debra shared that there is inconsistency with this report and what we heard from them in the past regarding the claim being open for 2 years. Jim pointed out that there is a section 1 – conditions on p. 8 that does reference having longer due to state of emergency as described in Section 8558 of the Government Code.
- Karen also shared that the comments about seeing “rot” on the chimney chases is an inaccurate statement as the adjuster never even went on the roof.
- Karen shared that Jarod from State Farm told them he was done with our claim and was moving on to other work.

Ruth believes that we need to sit down with the contractor and insist that he is better at providing us with what we need. The board discussed the fact that while we may be able to keep submitting new invoices to State Farm, we have scope differences between what we're hearing is needed and what SF has in their report.

Karen shared that in the State of CA if the existing material is no longer available they may need to pay for the entire roof. We are looking into the availability of ours.

Ruth asked Karen about the work we've had done with Chris Florez for the interior project and if we have submitted the overages to SF.

Questions for Justin:

1. Regarding his quote, Justin doesn't see us resolving everything without some face-to-face meetings.
  - a. Bill on hourly monthly invoice with not to exceed amount in the quote as 5% of the total insurance proceeds. Because of this cap, we will never pay him more than we recover as additional from insurance.
2. How will he interact with the contractor? Especially given our experience thus far. What level of detail do we really need to get to SF to have them cover the differences in scope, labor rates, and material rates.
  - a. He will be tied at the hip to a certain extent but he also has the ability to use the SF estimate software program against SF based on his knowledge of it.
3. We received notice from State Farm that 'spread or presence of "fungi" or wet or dry rot' is not covered. How can they not cover this if the fungi or dry rot is caused by snow causing leaks that led to moisture providing environment conducive to fungi/dry rot?
  - a. Policy covers for interior water damage regardless of how it came in. Once the trigger is enacted, any deficient materials that were unknown prior to the peril.
4. We received notice from State Farm that 'Based upon the results of our discussions, site inspection, and investigation, it was determined the damages to the pavement, fence, and the sprinkler system were caused by the weight of ice and snow'. They acknowledge the

damage is caused by the weight of the snow, so why are they denying paying for the fence and pavement? Justin shared that they will do a complete policy review to describe what is or is not supposed to be covered.

5. We also shared that the letter says "... we consider this claim closed as of the date of this letter."
  - a. Insurance claim never closed unless mutual agreement on resolution.
  - b. This claim is not closed. We are actively seeking out experts who will be working with our contractor to submit supplemental information for our claim for items that we feel have been overlooked.
  - c. We've asked if we should cancel the "final" \$30K check. He wants to have one of his colleagues weigh in. In the meantime, we should not cash the check.
6. Ruth asked how many times he has worked with SF. Justin indicated that he has done more than 1,000 claims with them in the past, but less in the past few years.

The Board agreed that Jim would try to reach out to the SF claims manager to see what she may have to say about the letter and the fact that we are drafting a written response as we don't consider this claim closed. Simultaneously, we will be drafting a response letter to SF indicating we do not consider this claim closed.

Karen shared that she has been working with Jordan about getting more detailed information. She also shared that we need to discuss the timing of releasing Jordan's next payment.

**MOTION:** Ruth moved to authorize management to provide payment to JBD construction of \$3,800 and the second installment on his contract, which is approximately \$38,000, as well as the payment to Chris Florez for \$10,000 for the interior work. Jim seconded and all present were in favor.

Brian shared that he feels that we need to discuss and make a decision about engaging Justin. Brian shared that Justin indicated he felt there was a good chance that there is \$200k on the table. Tricia believes we should engage him. Ruth said she wasn't sure we're ready to make this decision and would want to hear what our local SF rep feels our chances are and the format that we can present them in. Debra shared that she feels that we should engage him because we don't have the expertise and we should hire this person to fulfill our fiduciary responsibility.

Justin shared verbally that the engagement would be subject to an overall cap of 5% of the total insurance proceeds and that in the unexpected circumstance whereby we do not receive more funds than his fee, he will provide credit so that we will not pay more than we received from insurance.

**MOTION:** Tricia moved to engage Mavin Consulting LLC as a 3<sup>rd</sup> party building consultant to help us navigate the SF claim and maximize our claim payout. His estimate indicates \$28,230 based on time and expenses. Debra seconded the motion. 4 of the 5 board members voted in favor and 1 against.

**MOTION:** Jim moved that he shall reach out to SF claims manager and attend the local SF insurance broker meeting with Curt and Karen to see what he can learn. We will also draft the letter to respond to SF's letter stating that they believe that all covered damages have been paid and they consider this claim closed as of the date of this letter (7/20/23). Our response will indicate that we do not consider this claim closed and are working with a 3<sup>rd</sup> party building consultant to provide the information they requested in the proper format to support additional payout coverage. Tricia seconded. All board members present were in favor.

The board then discussed what the next phase of outdoor repairs should be contracted with Jordan for this year. Tricia suggested that we may want to limit the scope &/or prioritize to the minimal chase and roof repairs that will ensure that we will not have leaks.

- Repair/replace chases management has identified as leaking
- Repair any remaining balconies that need repair for health and safety reasons
- Lace in roof shingles repairs

**MOTION:** Direct management to solicit a bid from JDB Contracting (&/or others contractors if needed for Bldgs A, B, C, D, G, H, and the pool house and office to include the repairs of roofing, necessary chase repairs (those that have leaked – 7 chases above units: B (13/14); C (17/18, 19/20); D (25/26, 27/28, 31/32); H (125/123)), and balconies repairs as needed. Jim seconded and all present were in favor.

#### **4. Collection policies for special assessments**

Ruth discussed the process that has been used in the past and what is allowed. Brian suggested that a reminder is sent 10 days after it is due indicating that if not paid by 15<sup>th</sup> day there will be a \$40 charge for processing the late collections and a 10% assessment fee. These assessments will be enforced consistently. The treasurer will send a letter to owners who have not paid the assessment on day 10 as a reminder and explain the fees. Butner will send out assessment letters after day 15 with no payment. Once the amounts are 60 days past due, Butner will turn the amounts over to collections.

**MOTION:** Owners who are in arrears in an amount in excess of \$2,000 will be turned over to ALS collections after 60 days on October 2, 2023. Brian seconded and all present were in favor.

- 5. Announcements:** Future Meeting Dates:  
September 27, 2023 6:00 PM  
November 18, 2023 9:00 AM  
Annual Meeting November 18, 2023 2:00 PM

**6. Adjournment:** The meeting was adjourned at 8:43pm.