



Meeting Minutes: Hidden Springs Town Association (April 22, 2025)

Date: April 22, 2025

Meeting Start Time: 6:38pm

Location: Clubhouse and Virtual (via Zoom)

Facilitator: Pam Peters, Interim Office Manager

Community Attendees: 52 community members in person and approximately 42 on zoom. In person attendees are listed at the end of the minutes.

Town Council in attendance: John Ahrens, Garry Stanislaw, Paul Powell, Douglas Patchin. Abbey Germaine from Elam/Burke law firm in attendance to answer legal questions

A motion was made by Paul Powell to approve the meeting minutes from 3/11/2025, seconded by Douglas Patchin, approved 4-0

The following votes by email were reported by Douglas Patchin

March 23, 2025

Garry Stanislaw made a motion to support the library with a donation equal to the cost of the outdoor tables they wanted to purchase to place in front of the Library

Paul Powell seconded the motion

Approved 4-0

March 31, 2025

A vote was taken to approve the employment settlement agreements between HSTA and Shelia Southern and Alex Schnuerle

Approval was 4-0



April 3, 2025

John Ahrens made a motion to have Sister Sweepers resume their previous schedule of cleaning the Clubhouse 1X/week and the community barn 1X/week May thru December and 2X/month January thru April

Garry Stanislaw seconded the motion,

Approved 4-0

April 15, 2025

Paul Powell made a motion to send the past due accounts to the attorney for collection

Garry Stanislaw seconded the motion

Approved 4-0

Financial Update/Treasurers Report

HSTA has a very strong balance sheet at this time:

The checking account has a balance of \$563,430. We will be working with Dan McQuesten to move some of those funds into investments.

We have sufficient reserves to cover our liabilities with about \$764,00 in retained earnings.

Income for the quarter of \$366,578 is \$24,000 better than planned, which was driven by an increase in transfer fees of \$23,000 higher than planned.

On the expense side, we have total operating expenses of \$286,134 which is \$31,500 below planned. We are under budget with site operations and facility operations because of seasonality, for example pool maintenance was budgeted but has not occurred as of yet.

Staff Update

A statement from the Town Council regarding the staff situation was read by Paul Powell. It is as follows:



We appreciate the membership's patience as we worked to resolve the personnel issues facing the Association the last few months. We understand the delay in providing the following information has certainly caused much confusion within our community, however, it was necessary to ensure a fair, amicable resolution of the issue. We have reached a resolution and are eager to explain the circumstances surrounding this issue.

Our Attorney, Abbey Germaine, is also with us, who has been involved in the resolution of this issue and will be here to answer any questions.

Our goal is to provide as much transparency as possible, while also being respectful to our employees and council members, both past and present.

As you know, unfortunately, due to performance issues the employment of Shelia Southern and Alex Schnuerle ended on February 24th, 2025.

During the 2025 Town Council's 2 months working with the Shelia and Alex we discovered numerous performance issues.

Issues included:

- **Staff failed to pay the contractually obligated payment to Grossman.**
- **Staff failed to pay our General Liability Insurance payment which resulted in the HOA insurance facing immediate cancellation.**
- **HSTA's credit cards were delinquent, because payments by staff had not been made**
- **No receipts for credit card expenses were available.**
- **Multiple late and unpaid vendors.**
- **Unsigned checks to contractors.**
- **Failure to participate in training, and cancellation by the Staff of future training.**
- **Multiple vendors, partners and volunteers had voiced business concerns and complications.**



The Town Council decided it would be better to explore other options for Shelia and Alex's positions.

At that time the 2025 Town Council was unaware of any employment contract between Shelia and the 2024 Town Council or Alex and the 2024 Town Council. It was not until after the employment had ended between Shelia and Alex and the 2025 Town Council, that the 2025 Town Council uncovered that the prior Town Council had entered an employment contract with both Shelia and Alex. The only people aware of the employment contracts were the 2024 Town Council and Shelia and Alex.

The employee handbook specifies that employee contracts should not be entered into with employees of HSTA, so the 2025 Town Council had no reason to suspect contracts had been executed.

These employment contracts provided the employees with a six (6) month severance if they were terminated without following a detailed disciplinary procedure.

Again, the 2025 Town Council were completely unaware of these contracts. The employee handbook clearly states that employment with HSTA is AT Will. The HSTA has never had an employee contract with any employee in the past.

Shelia's contract included the following:

A 10.8% salary increase.

Extension of PTO above the employee handbook provisions

A Termination of Contract clause, with a 6-month severance provision.

Shelia had been employed for 3 months and 11 days when this contract was executed on December 11th, 2024.

Alex's contract included the following:

A Termination of Contract clause, with a 6-month severance provision.

Alex had been employed for 1 month and 17 days when this contract was executed on December 17th, 2024.



Throughout transition meetings with the 2024 Town Council, the 2025 Town Council had asked for any new contracts that they should be aware of or that were executed by the 2024 Town Council. The employee contracts were never mentioned. Shelia and Alex were also asked about any contracts executed by the prior Town Council. Neither Shelia nor Alex mentioned the employee contract.

Again, the 2025 Town Council was not aware of these employment contracts until after Shelia and Alex's employment ended. Once the 2025 Town Council discovered the employment contracts, which were not in the employee files, we immediately tried to reconcile the situation. Ultimately, a settlement of less than the contracted 6 months severance was reached and the matter was resolved amicable. The 2025 Town Council is eager to put this unfortunate situation behind us and move forward as best we can.

Questions and comments from community members:

Sharon Cauchi asked: December 11th was the day after the new Town Council was elected? **Answer:** Yes. **Question:** So, they formed a contract for two employees the day after the election for a 6 month severance for each of them given their short duration of employment with no performance qualifiers in them? **Answer:** Abbey Germaine answered – Yes that is correct. The employment contracts required a certain disciplinary process to be followed prior to any termination of the individual. If that was not followed, then a 6 month was to be issued.

Jamie Matzdorff stated:

- (A) The people that drafted the contracts did so before December 11th
- (B) The skeleton of these contracts was drafted by legal councils, not by individuals of the Town council.



- (C) The contracts were redrafted many times to meet the needs of the neighborhood and it followed the by-laws. They were drafted in an effort to keep stability in the town office with the turnover we had.
- (D) These employees were vetted and interviewed by local people. The town Manager was interviewed by a 3rd party HR person that was hired intentionally to find someone that would be a long term fit for the community, and was in fact a long term fit.
- (E) The unpaid items mentioned were because of the office starting to use a program that had been contracted with AMI for a number of years, but wasn't being leveraged for an unknown reason. That software program was in the middle of being transitioned.
- (F) There weren't unpaid debts, every receipt, every expense was documented and fully transparent

Abbey Germaine responded by stating for the record that she was not the legal councils that drafted the contracts.

Kahle Becker asked Jamie: Why did the old Town Council not tell the new Town Council about, what appears to be a land mine that was left on the way out the door? It seems to be in bad faith if you are truly acting with fiduciary integrity for the community.

Jamie Matzdorff replied:

There in fact were employee files, there were employee reviews. I prepared a stack of information to present at our transitional meeting. They did not speak hardly a word or ask questions. They had no intention in participating in an amicable, respectful conversation that had every intention of setting them up for success.

There were no land mines. We are residents ourselves, we would not want financial penalties to come upon the residents as it would affect us as much as you.



Kahle Becker responded: In 20 years as an attorney, I have never seen a clerk receive a severance gold mine. It is fiscally irresponsible and reckless. He only worked a month. What is the reason for giving an admin a golden parachute?

Jamie Matzdorff replied: We had 2 people that were extremely over qualified for the positions and we knew there were intimidation threats of people in and trying to put their friends in office. Why would we not do something to protect the stability of the office for our neighborhood. There were no secrets and everything was approved and submitted by legal council

Denise Delaney stated: That is a list of assumptions that were made. I have heard multiple times from previous Town Council members that they were perfect at their jobs, they were a perfect fit, there never were any issues. Well, I am a resident who did have issues. They reached out to me with a letter stating they needed to do an inspection on my project that was approved on my property. I responded immediately to Alex and Shelia in person, introduced myself and set up an appointment for 10 am less than a week later. Unfortunately, no one showed up at my home after rescheduling my work hours to accommodate this appointment. At approximately 10:20am or so, I called the office. No one answered and I received the answering machine and left a message with my number for someone to call and let me know if they were coming out. I received no return phone call. During the next week I stopped into the office to address this inspection in person after trying to call the office a couple of times and no one answered and received info on the office phone message of office hours that differed from what is on the site. So not knowing which hours were correct, I just decided to stop by the office. In greeting Alex at the desk, I asked if he remembered me. He said yes. I stated that he was supposed to be at my house at 10am, you never showed up. He stated that was because I didn't reply to the email he sent me 2 days before the appointment confirming the date and time. I advised him that I never received any such email, and he asked me to verify my email address. I did, and then he said that he had typed the address in wrong. I advised him that if he did that, he would have received an email message bouncing back that original email an undeliverable and he would have known that I did not get it. So, I then asked why he didn't then call me. He stated that my phone number wasn't on file. I then replied that I have lived here for almost 8 years and have had the same phone # and that I called when no one showed up and left my # on the message, but still didn't receive a call back. He then said that Sheila did tell him that I called. I then asked, so then, why no call back? He did not answer, and we then



rescheduled the inspection for the next week at 9am. Unfortunately, after once again rescheduling my work hours to accommodate Alex, he was a no show and no call stating he couldn't make and no call since.

I have business to conduct like everyone else and I gave up two mornings of appointments to accommodate their request. I never got any courtesy back, and no phone call. I want it expressed that not everyone's experience is the same. And if the Town Council from last year wants to pretend that they were without flaws, that is not accurate.

John Ahrens then responded by thanking Abbey Germaine for supporting this Town Council through this matter by not only giving us legal advice, but giving us advice on how to handle this situation with respect for all involved including the previous Town Council. He then stated that he cannot accept anything Jamie just spoke of and that he adamantly disagrees with everything that was said and that the Town Council members present do as well. We acted in the best interest of Hidden Springs. We gave it two full months with every effort to make it work and we were looking out for the people in this room and the rest of the community. We stand by what we had to do.

Jennifer Stanislaw asked: Was there a written pass down provided from the 2024 TC to the 2025 TC and did it have any verbiage referencing these two new contracts?

Abbey Germain answered: To the best of our knowledge there was no verbal or written confirmations from the 2024 TC to the 2025 TC indicating that the contracts were executed. The 2025 TC asked if any contracts had been executed that the 2025 TC needed to be aware of. There were some contracts provided, but not the employment contracts.

Garry Stanislaw stated: The 2024 TC during the transition meeting provided to the 2025 TC a written document highlighting many things including a list of contracts that were executed, but the employment contracts were not listed

Kristen (no last name given) asked: I heard both John and Abbey state that the employment is at-will and I heard Jamie contradict that. I just want to reconfirm the employments are at-will.

Abbey Germaine answered: The HSTA employee handbook states that all employment with HSTA is at-will and employment contracts are not to be executed. Idaho law is also an at-will employment state. The employment contracts entered into with Shelia and Alex were not an At-



Will contract. It required certain procedures to be followed if termination was to be executed. That is where the severance came into play.

Kristen then asked: How is that a legal document?

Abbey Germaine answered: That was one of the 1st things we looked at when we saw the contracts, were they valid based on the language of the employee handbook. The fact is, the sitting TC has the ability to amend the employee handbook and/or enter into contracts that would supersede the employee handbook. That is why we chose to negotiate a settlement and not litigate whether the contracts were valid.

Paul (last name not given): To be clear, the handbook was never amended, the 2024 TC created a contract which went against the employee handbook and chose to supersede the employee handbook?

Abbey Germaine answered: Yes, the employee handbook states that all employment is At-will, and these contracts changed the at-will employment to a disciplinary procedure that has to be followed for termination.

Resident Question: Were the contracts entered into the day after the new TC was voted in? how is this legal?

Abbey Germaine answered: Yes, that is when the contract was signed for one of the employees and the 6 days later for the other employee. All actions can be taken by the previous TC because the new TC does not take office until January 1.

Resident Question: Can you disclose the actual costs to the community of these two contracts?

Abbey Germaine answered: Yes, we can, but our preference has been not to share this information out of respect for the individuals involved. If there are members of the community that would like that information, we can provide that.

Many in the audience said they wanted that information

The amount of severance paid to Shelia was \$39,000, and the amount paid to Alex was \$16,000. Both of those amounts were less than what was being demanded.

Resident Question: Is there a way to make sure this never happens again?

John Ahrens answered: That will be done with round 2 of the by-law revision committee.



Resident Question: If \$39,000 was less than the 6 month severance, what was Shelia's salary?

Answer: \$94,500

Resident Question: What will the legal costs be for this issue?

Answer: We will finalize those costs present them at the next TC meeting.

Abbey Germaine added: We advised HSTA to seek if there is insurance coverage for these claims. Initially, the claims were denied, but a new adjuster is evaluating this claim.

Cindy Barney stated: The TDRB found out after Shelia's departure that there were issues with submittals not made to TDRB that were in sealed envelopes, one with a check enclosed from November. I liked Shelia, but attention to detail was not happening in that office.

Resident Question: Why have you changed legal councils?

John Ahrens answered: We have not changed legal councils. We have a number of legal councils which support HSTA and HSSC. In this case, we chose to use Abbey Germaine. Smith/Knowles we use to handle collections for HSTA and HSSC.

Staff Announcement: Chuck Vertrees has accepted the position of Co-Town Manager. His Co-partner has yet to be determined. Pam Peters is operating in that role in a temporary assignment. We will put out a job notice for this position soon. The task list we be figured out by the employees. He has been the Open Space Chairman for the past 10 years and will begin on May 12, 2025.

Garry Stanislaw stated that since Tim Wagner resigned and Chuck has not started yet, many of the tasks Tim did are being handled by community farm volunteers.

Chuck stated he no longer be the chairman of the Open Space Committee

New Town Council appointments:

John Ahrens stated that two people applied for the open TC position, Kahle Becker and Chris Zoephel.

A motion was made by Garry Stanislaw to appoint Chris Zoephel to replace Pam Peters, seconded by Paul Powell, approved 4-0.



John Ahrens announced that he and Lisa have sold their home and will close at the end of April, therefore he will be resigning from TC on April 30, 2025.

A motion was made by Paul Powell to appoint Kahle Becker to the TC starting May 1, 2025, seconded by Douglas Patchin, approved 4-0.

Community Updates

Sharon Cauchi, chairman of the Governing Documents Revision Committee, stated they have been working slowly and deliberately to evaluate every aspect of the governing documents to put safeguards in place to prevent what has occurred recently. This will take time. The pieces will be evaluated individually. The process will be to present it to the TC when finished. We hope to have it done within the year. It will then be presented to the to the community. The changes will be very clearly indicated. We hold educational informational sessions so all the changes are transparent. There will be an opening on the committee in the near future so we are seeking a new member.

Open Space committee had nothing to report

Farm update was presented by Jennifer Stanislaw:

The 2025 Hidden Springs Community Farm (HSCF) season is off to a great start. Farm Manager Lyndsey Mulherin, the Farm Leadership Team (FLT) and resident volunteers worked very hard during several pre-season work sessions preparing the farm for the official season opening on April 14, 2025.

Lyndsey hosted a berry pruning workshop on March 18th and volunteers began pruning and removing canes and weeds from the raspberry row.

Our Community Farm Information Night on March 26th was well attended (23 attendees- not including the FLT and Farm Manager). We currently have 36 registered farm volunteers (that includes FLT).

Our Opening Day event was a great success with 36 attendees, including the FLT and Lyndsey. The tractor parade from The Village Green to the farm was the highlight of the event. Materials used to decorate the tractor were donated by the FLT. Residents of all ages either rode in the decorated hay trailer, followed along in their own vehicles or went directly to the farm.



Participants toured the farm, enjoyed refreshments donated by the FLT, and mingled with each other. Children played an adorable game of Farm Bingo.

The work continues completing the Serenity Garden. An additional trellis donated by residents received a fresh coat of paint and was recently installed. We will soon begin refurbishing another bench donated by residents. The second harmony flower (paid for by the Bloomberg Philanthropies grant) was installed. Spring plantings will soon round out the garden and a Waterwise event hosted by Sam Murray and Belen Hoobing (the teens who were awarded the grant) will complete the project. We also completed the refreshing of the gardens around the Memorial shed.

Early crops are planted, and other fields have been tilled and harrowed (using volunteer labor) and soon will be planted. Deer fence materials have been ordered, and we are gearing up to erect the fence also using volunteer labor. We replaced one damaged picnic table. We applied for and received a \$50.00 donation from Edwards Greenhouse which will be applied towards the purchase of seeds and starts. We also received a donation of several perennial plants from one of our FLT members, which were planted in the Serenity Garden and the shed garden, another cost savings measure.

From December 2024 to the end of March 2025 the FLT contributed 55.5 hours planning and preparing for the 2025 farm season. In March 2025 14 volunteers contributed 60 hours working at the farm (collectively, including the FLT).

We are planning a series of Master Gardener presentations at the farm throughout the spring and summer- dates, times and topics to be announced.

Lyndsey's next workshop will be on herb propagation on Tuesday, May 13th. Details to be announced. For more information on what's happening at the farm please visit the Hidden Springs Farm Facebook page or email us at hscf208@gmail.com.

Cindy Barney presented the TDRB update:

Since the last TC meeting, we have approved:

1 house with solar panels, 1 swim spa, 2 sheds , 1 tree removal, 1 roof, 7 exterior paint jobs, and a pre-look on a new home build on the last available lot in the community.



Resident Question: Where are we at with the pool projects?

Douglas Patchin answered: I followed up on the 3 bids we received last year and have contacted two of the bid providers. They have sent me their bids. I informed them that nothing can be done this spring, but we will have to plan for the project to start in the fall after the pools close. The swim club will also be part of those discussions.

Question: Have pool repairs been part of the budgetary view?

Paul Powell answered: Yes, the repairs were part of the 2025 budget. Also, that is why we have a reserve fund to make sure we have the funds to do the repairs correctly.

Paul Powell made a motion to adjourn the meeting, Garry Stanislaw seconded the motion, approved 4-0

Meeting was adjourned at 7:30pm

Minutes prepared by Douglas Patchin, Recording Secretary

Members in attendance in person:

Larry Soukups	Bobbie Eagles	Jeff Davis	Joe Getz	Doug Tissier
Stef Purdy	Kevin Coleman	Noah Fleisher	Chris Zoephel	Ken Oakeson
Denise Delaney	Cheryl Bermeo	Sue Powell	Rodger Wark	Brooke Lewis
Kristen Brooks	Brian Hoopes	Eva Hoopes	Jennifer Stanislaw	
Lisa Ahrens	Jim Cornwell	Mark Dale	Tonya Dale	Jean Smith
Kristen Young	Chris Brown	Melinda Brown		Sharon Cauchi
Chuck Porter	Susan Porter	Ken Winer	Cyndi Hayes	Christi Luke
Cornelia Shotwell	David Shotwell	Tom Woodall		Alberta Woodall
Marilyn Smith	Dan Anderson	Dustin Hilgert	Cliff Cramp	Cindy Barney
Kahle Becker	Chuck Vertrees	Mark Auchampach		Susan Elcox
Troy Norris	Trish Anderson	Pamela Patchin		Ryan Glin
Eric Schulman	British Getzendanner			



Submitted by,

A blue ink signature of Douglas Patchin, written in a cursive style, positioned above a horizontal line.

Douglas Patchin, Recording Secretary

Approved,

A blue ink signature of Garry Stanislaw, written in a cursive style, positioned above a horizontal line.

Garry Stanislaw, Vice President