

# **FLYING-O RANCH**

## **Foreman/Manager**

### **Background**

The Flying-O Ranch is a unique 1,400-acre community composed of 33 individually owned 40-acre parcels and a 50-acre parcel (Lot 27) maintained as a “common area” for the benefit of all of the owners. Individual owners may fence up to a maximum of 10 acres on their properties. The balance must be left open for the use of all owners and for cattle grazing.

Existing ranch facilities designated for the use of the property owners include a system of gravel roads as well as facilities on the common parcel. These include a clubhouse and pond, a barn and tack room, and a home for a ranch foreman/manager.

The Flying-O Ranch Community Association (the “Association”) is comprised of the property owners and governed by an elected Board of Directors. The Association is responsible for the overall management and expenses associated with the common ranch facilities and the road system.

### **Job Description**

The Flying O Ranch Foreman/Manager will live with his family on the ranch in the house provided by the Association and will report to the Board of Directors. The Board will appoint a single representative to serve as a primary point of contact and liaison between the Board and the Manager.

### **Job Overview:**

The Manager’s primary duties include maintenance of the common areas of the ranch including roads, culverts, signs, the barn and tack room, the clubhouse/pond area and the Manager’s house and its grounds. In addition, the Manager will provide a basic level of security and oversight by being a consistent, watchful presence on the ranch. He may also contract with property owners to provide such services as time allows.

The Manager is also responsible for the care of the animals in the barn, for an additional fee, and under conditions laid out by the Barn Committee.

The Manager will be expected to treat the Flying-O common areas as he would his own home. High importance will be placed on his ability to take initiative with respect to projects needing attention and his ability to manage his time effectively. However, any physical

improvements to structures other than on-going repairs and maintenance must be approved by the Board of Directors.

A list of basic duties and expectations are included with this job description. However, from time to time, the Manager will meet with the Board representative to establish specific projects and to keep the representative apprised of any items needing the attention of the Board.

### **Manager's Basic Duties**

The Ranch Manager's duties include but are not restricted to\*:

- Providing a basic level of security and safety by being a consistent, watchful presence and by bringing it to the attention of owners, guests or vendors when they violate Ranch policies and common sense safety practices.
- Providing general upkeep and maintenance on the Pond, Club House, Tack Room, Barn and Corrals, Arena and Manager's Home including soliciting bids from outside contractors and submitting proposals to the Board.
- Clearing weeds and livestock refuse from high-use portions of the common property including the Pond berm and around the Club House, Tack Room, Barn and Corrals, Arena and Manager's Home.
- Clearing weeds from the sides of the roadbed on common roads.
- Removing downed trees or limbs from common roads.
- Cleaning out and maintaining culverts before the rainy season.
- After heavy weather: inspecting roads and culverts; inspecting the Club House, Tack Room, Barn and Corrals, Arena and Manager's Home for leaks or other damage; inspecting property owners homes and roads for damage (individual owners should be consulted about how to proceed with and pay for necessary repairs).
- Hauling trash from the Club House, Barn and Tack Room to the trash bin.
- Delivering recyclables to the appropriate agency (all proceeds to go to the Manager).

\*In all cases, the Association will pay for materials and expert help, if deemed necessary.

**Working Hours:**

The Manager will be expected to work the equivalent of 7 full days per month in the performance of his basic duties to the ranch. He will have the flexibility of selecting his own work schedule in order to optimize his ability to perform those duties within the time allotted. To this end, it is expected that some weeks will require a greater effort and some a lesser effort. The intent of this paragraph is that, taken over a period of one year, the Manager's efforts will be not less than 84 full days of work..

However, it must also be recognized that emergencies and unexpected needs can arise at any time, and the Manager's overall availability to deal with such needs as they occur is important.

**Compensation**

As sole compensation for his work for the Association (unless otherwise authorized by the Board for special projects and/or circumstances) the Manager will be given the right to live rent-free in the Manager's House on the ranch along with his family. He will be expected to pay for utilities at the house, including power, telephone and propane.

Additionally, the Manager and his family will have the right to utilize the ranch facilities (barn, club house, tack room, trails, pond, etc.) consistent with the rules of the ranch community and subsequent to the needs of the property owners.

**Contracting with Property Owners**

During times when the Manager is not working for the Association, he will be free to contract with individual property owners or groups of owners for work specifically requested by them on their parcels.

It is understood that he will be compensated for such work directly by the property owners who have contracted for this work and not by the Association.

It is also understood that, while the manager may accept or decline extra projects offered by property owners, he agrees to provide horse care to owners who wish it based on an agreed-upon schedule of compensation for his services. This will include horse care and feeding in the common barn, and may include care and feeding on an individual's property to accommodate vacation schedules and/or other special needs.

**Limitation on Other Activities**

The Foreman will be free to hold other employment, or operate his own business during time when he is not working for the Association, provided that such employment or activity does not interfere with his ability to perform duties for the Association. In this regard it should be noted that the Foreman's physical presence on the ranch is highly desirable. Therefore, outside employment that requires the Foreman to be off-site a great deal of time would be considered to be a breach of his employment by the Association. In the event the Foreman desires to operate a business on the Flying-O property, prior approval of the Association will be necessary.

**Limitation of Liability**

The Association will maintain insurance coverage on the Flying-O Ranch common areas and will accept responsibility for any injury or damage to property incurred by the Foreman that directly results from the performance of his duties. Other than the above limited liability, the Association assumes no liability for damage to Foreman's property or injury incurred by the Foreman, members of his family or guests while on the Flying-O common areas, on the property of Flying-O property owners or elsewhere. The Foreman will be responsible for the repair of damage to Flying-O common areas that is caused by the Foreman or his family or guests for reasons not associated with his duties on the ranch.

**Independent Contractor**

The Foreman will be an independent contractor and not an employee of the Association. Accordingly, the Foreman may not make any commitments on behalf of the Association unless specifically authorized by the Association.

**Term of Employment** The term of the position will be one year from the date on which the foreman begins work (the "Term"). This Term will be automatically extended for an additional year at the end of each year unless the Foreman is notified in writing by the Association at least 30 days prior to the end of the Term of its intention not to renew for the next year. The Foreman will have the right to discontinue his employment at any time upon 60 days written notice to the Association. Notwithstanding the foregoing, the Association will have the right to terminate the Foreman at any time for poor performance, provided that such poor performance has not been corrected within 60 days of his being notified in writing by the Association. In addition, the Association will have the right to terminate the Foreman's employment immediately with no right of cure if it determines that his activities or actions pose an immediate danger to owners, their families and property, or to the common facilities or are in violation of the law.

Signed and agreed to on October 10, 2004 by

Lane H. Wipff, Chairman, Board of Directors  
Flying-O Ranch Community Association

Carol Wolf, Board Secretary  
Flying-O Ranch Community Association

Hugh Bishop, Ranch Manager  
Flying-O Ranch