

**LAKE DILLON CONDOMINIUMS ASSOCIATION
BOARD OF DIRECTORS MEETING
April 19, 2013**

I. CALL TO ORDER

Forrest Scruggs called the meeting to order at 3:05 pm.

Board member attending in person was:

Sue Donalson, Member

Board members in attendance via telephone were:

Forrest Scruggs, President

Chris Ansay, Member

Scott Roper, Secretary

Julie Hummel, Member

Walt Spring, Treasurer

Attorney, Mark Richmond, was present via telephone. Bob Polich, Property Manager for Point Dillon, was present in person. Representing Summit Resort Group were Peter Schutz, Deb Borel and site manager, Tyler Armstrong. Homeowner Wendy Spring was present via telephone. A quorum was present.

II. NEW BUSINESS

A. Proposed agreements with the Town of Dillon

The Town of Dillon presented Lake Dillon Condominiums (LDC) with a Maintenance Agreement and a License Agreement for the lawn between the building and the lake.

- **Maintenance Agreement –**
 - Mark Richmond recommended that there be a mutual termination clause in the Maintenance Agreement and suggested eliminating the required to return the lawn to a natural condition at LDC expense.
 - Peter met with local resident, Sue Peterson and she gave him a copy of the plat from March 1968 that shows the dedication of the park in front of both LDC and Point Dillon.
 - Chris said that not signing the Maintenance Agreement could put the association into a position that worse agreement could come up later and recommended the board sign with the revisions that Mark Richmond recommended.
 - Scott made a motion to approve the Maintenance Agreement with Mark Richmond's recommendations listed above. Walt seconded and discussion followed. Insurance is currently in place through Farmers Insurance, which could cover the indemnity clause in the contract. After the discussion, the motion carried. Sue abstained from the vote.
- **License Agreement**
 - Mark Richmond recommended that the License Agreement be re-written with the exclusion of the \$2,000 payment to the town, a mutual termination clause, and the elimination of the requirement to return the lawn to a natural condition. He explained that the license agreement

gives LDC the right to enjoy the lawn in a written form. It confirms LDC's right to use the area. It also gives LDC the right to water and maintain the lawn, which is Town of Dillon property.

- Wendy Spring expressed concern of potential use of the park land. The town is looking to add more events, carnivals, etc. that generate revenue. The Dillon Market is moving to Town Park this summer.
- A question was asked if there was an additional advantage in the court of law by having this license agreement in place. Mark Richmond said no.
- Julie moved that Mark Richmond prepare the revisions to the License Agreement removing the \$2,000 fee, adding a mutual termination and eliminating the requirement to return the lawn to a natural condition. Forrest seconded and the motion passed. Sue abstained from the vote.
- Peter will determine the annual cost of irrigation water and maintenance hours. He will then schedule to meet with the Joe Wray and the Mayor of Dillon to discuss the requested changes to both Agreements, bringing to their attention of the costs that LDC is already incurring by maintaining the lawn, explaining the request to pay the \$2,000 fee on top of the ongoing maintenance costs is not reasonable.

B. Point Dillon Agreement with Town of Dillon

- Bob Polich, Point Dillon Property Manager, stated that the Point Dillon Board of Directors regret that they could not attend this meeting. They are all out of town.
- Point Dillon has a Maintenance Agreement in place with the Town for the lawn in front of the complex. It was signed in March 2003. This agreement has a mutual termination clause. Point Dillon's agreement with the town does not require returning the lawn to a natural condition that is proposed in the LDC Maintenance Agreement. In the Point Dillon agreement, it is specific that the association maintains the lawn with sod and a sprinkler system.
- Walt asked if Point Dillon had a License Agreement for the lawn behind the complex. They do not have a current agreement in place. Point Dillon offered to purchase the property from the Town in 2007 but the town wanted an outside appraisal of the land, based on lake-front land for a multi-unit development, not park land. The Town told Point Dillon that if they had an agreed upon appraised value of the property and a town election in which voters approved the sell of parkland, then the town would approve the purchase.
- Peter said that he feels that if it were on the ballot for town election, it has a possibility to pass.
- Bob Polich stated that Point Dillon would consider teaming with LDC association if necessary.
- Comments / Conclusion
 - The board let Bob Polich know that they appreciate that Point Dillon is willing to work together with LDC.
 - Peter reminded the board that the town citizens were not in favor of changing the land use of the ball fields that the town government

recommended, so he thinks that if the association's wanted to pursue this, the association's would get support from the public.

C. Update on the Lake Cliffe Agreement with Town on Lodgepole Circle

- Lake Cliffe has signed both a License agreement and a Maintenance Agreement with the Town of Dillon. Lake Cliffe has paid for the License Agreement.

III. OWNERS FORUM

Notice of the meeting was posted on the website. Owner, Wendy Spring, was present.

IV. APPROVE PREVIOUS MEETING MINUTES

The board reviewed the minutes from the November 9, 2012 and January 28, 2013 board meetings.

Chris made a motion to approve the minutes from the November 9, 2012 and January 28, 2013 board meetings. Julie seconded and the motion carried.

V. FINANCIAL REPORT

- a. Peter reported that as of March 31, 2013 close, the balance sheet reports \$19,897.08 in the operating account and \$60,093.46 in the reserve account. The Investors Choice MM account has a balance of \$4,215.14. All planned reserve contributions have been made. \$36,500 will be added to the reserve account from the settlement with Summit Building Solutions.
 - a. Expenses vs. budget-LDC was over budget by \$4,510 at March close.
 - b. The majority of the overage is legal expense for the claim against SBS.
 - c. Boiler expense - \$800 to Hilco to repair the bearing assembly on the boiler pump.

VI. OLD BUSINESS

- A. Wireless System Alternatives
 - a. Comcast – no definitive answer yet. Peter is trying to get the double play package for \$50 per month (\$33 for cable and \$17 for hardwire Internet into each unit) He is negotiating with Comcast which will require LDC extend the current cable contract for 7 more years. Peter will keep the board posted once Comcast has given numbers for both Internet and Cable.
 - b. Cobianet is not dependable, based on experience from another association that SRG manages in Keystone.
- B. Summit Building Solutions Settlement
 - a. Settlement is over and parties have paid an amount totaling \$36,500.
- C. Memorial Tree
 - a. One tree and plaque – location will be determined at the annual owners meeting.

VII. BUILDING REPORT

- A. Patio Furniture Replacement
 - a. Deb reported that three first floor owners ordered the patio furniture. Board understood that all owners would be asked if they were

interested in purchasing the furniture. Deb will contact Jeanne to see if more furniture can be ordered, and if so, all owners will be contacted to see if they are interested in purchasing the patio furniture.

B. Walk Around

- a. SRG will charge Hilco for the damage of the railroad tie on the east end of the building.
 - b. Repair needed on the doorframe threshold on the entry door into hot tub room.
 - c. SRG is obtaining bids to repair the faux rock on the elevator wall.
 - d. The stairs from the lower parking lot to the main level are in need of repair. SRG will monitor and have repaired as needed.
 - e. The deck around the hot tub will need to be replaced soon. The price will be approximately \$1,800.
 - f. The hot tub will be shut down for a few days for crack sealing, cleaning and maintenance. An email blast will be sent to owners letting them know when this will happen. Tyler will do the work.
- C. There have been no reports of mice in any first floor units since Orkin has been hired to bait them monthly.
- D. Patio repair – SRG will check to see if it has been repaired.

VIII. NEXT MEETING DATE

The next Board of Directors meeting will be held on August 9, 2013 at 3:00 pm. The annual meeting notice will be sent to the board in late June for approval. The notice will be sent to owners July 10, 2013.

IX. ADJOURNMENT

With no further business, Julie made a motion to adjourn the meeting at 4:41 pm. Sue seconded and the motion carried.

Approved By: _____
Board Member Signature

Date: _____