

2/15/2010 – **Minutes**
Elk Falls Property Owners' Association

Present:

Fred Wells
Paul Vastola
Suzy Nelson
Bob Phelps
Renaë Braun

Guests:

Bonnie Borkowski
Jane Hulko
John Carr
Con Dailey
Vicki Beacom

- I. Paul Vastola called the meeting to order at 19:07.
- II. Guest were given an opportunity to speak or ask questions:
 - A. **John** – Stated he delivered a police report to Fred as previously requested involving the theft of the subdivision sign that was discovered missing on 10/13/2009.
 - B. **Vicki** – Said that she talked with park county sheriff about “private property” signs posted on Juniper and Jensen roads. The sheriff agreed that the signs could be considered threatening that but that they were OK unless there is also some threatening actions by someone. Tod Wagner and Nancy Bluhm had previously called Suzy because they also thought the signs were threatening. **HOMEOWNERS SHOULD CALL THE SHERIFF IF THERE IS ANY HARASSMENT.**
 - C. **Con** – Reported that someone coming to repair her spa reported Regis McConnell “screaming” and threw rocks at him. Apparently the event was reported to Park County sheriff. Paul will follow-up and find out what happened.
 - D. **Con** – Was concerned about Paul’s comments in the newsletter about board positions not being political. Paul summarized that the board is volunteer and up until now only took care of roads, phone book, etc. Board members do NOT have personal agendas. They are not here for power.
 - E. **Jane** –Would like an unbiased party to look into the access rights of the homeowners and Dunwodys across Juniper and Jensen Roads. She offered two names (Jim Gillies and Mike Kortendick) who would be willing to look into the facts. Fred explained the conditions under which mediation could occur – in particular, that a compromise must be deemed possible. Jane will pursue the issue with the Dunwodys – either another liaison committee meeting or a statement from the Dunwodys about what stipulations they would require in an agreement. Paul explained some issues that he discovered following his discussions with Kathy Tulley (from Jefferson County school buses). Fred moved that the liaison committee contact the Dunwodys hoping for a solution within the next week and that the parameters to either mediate or arbitrate the access dispute be outlined and provided to the Board within 7 days. Motion

passed unanimously. Jane agreed to contact the Dunwody's to determine their interest and requirements to pursue arbitration/mediation.

- F. **Bonnie** – Asked about a statement she remembered from the December meeting regarding the board hiring an attorney. Fred said we had had conversations with counsel but had not yet retained a counsel. This will be the subject of an executive session later tonight. The statement in the President's report that the board had already retained counsel was technically incorrect.
- III. **Treasurer's report:** Newsletter and invoice mailings: \$110.46 for copies and \$91.50 for postage. D&O liability insurance is \$1200 and due in April. Renae has had trouble contacting the agent. Renae will contact another agency for information and possible agent change. \$10 to Fred for removing Robbie as our registered agent. Other January expenses include mailboxes, IREA, and a lien removal. Paul will visit the bank to add his name to the POA's account. This requires a resolution which was approved by unanimous vote.
- IV. **Road report:** No plowing was necessary this month. Dave Crespo wanted approval for a notice regarding recycling pickup by EDS for \$8/month. Moved, seconded and approved to send the notice via e-mail and to post it on the web site. Kerry Svaldi complained we didn't plow after every snow fall. Suzy replied to him regarding our current snow plowing policies.
- V. **Minutes** from the previous meeting were approved as corrected. There was an intense discussion of the Dunwodys' invoicing for snow plowing at the old mailbox site and Juniper/Jensen Roads. * To avoid further issues, Bob moved we pay the disputed outstanding \$75 fee under protest, and since we still have not received a written proposal from the Dunwodys as agreed, and as required by Board policy, to notify the Dunwodys we will no longer need their services for snow plowing and road maintenance.† Motion approved. It was noted that the accusations by the Dunwodys in the e-mail attached to last month's minutes (specifically that the Board continues to publish negative positions regarding the rezoning on the internet) and other complaints and criticisms directed at the Board are unfounded.
- VI. The meeting was adjourned at 20:51 and the board went into executive session to discuss some legal matters.

* When the initial snow removal contract was discussed by the Board, the Dunwodys insisted they be allowed to clear the roads that they claim cross their property (parts of Elk Creek, Jensen and Juniper Roads) and the old mailbox area themselves. They offered to do so at the same cost that the Board would have paid whatever provider the Board selected for clearing the remainder of the subdivision roads. The Board agreed as this would not increase the Association's costs for snow plowing, but asked the Dunwodys to submit a contract to the Board just as any other vender would be required to do. To date, no contract has been received. In addition the Board felt the Dunwodys, despite promises to the contrary, charged excessively for their work and provided inadequate documentation.

† Letter attached.

VII. The next meeting will be at Bob Phelps' house at 7:00 PM on Thursday, March 11, 2010.

Respectfully submitted,

Bob Phelps



Elk Falls Property Owner's Association

February 20, 2010

Elk Falls, Inc.
11883 S Elk Creek Road
Pine, CO 80470

Dear Vera and Drayton,

As communicated in our letter to you dated December 16th, 2009, the Board feels that one hour should be sufficient to clear the section of Elk Creek, Juniper and Jensen roads that you plowed on November 15, 2009. Our current vendor, Black Bear, was easily able to service this area in an hour and the snowfall on November 15th was not exceptional. In the fall, you agreed to match Black Bear's charges, and that was the arrangement the EFPOA abided by. We also feel that the minimum charge should not have been applied at the mailbox area, as the total time you spent plowing exceeded one hour.

We have made multiple requests for a written snow plowing contract for our review which have gone unanswered. It is our policy to require written contracts for snow plowing and road maintenance.

As we have not been able to reach agreement on this issue, we are enclosing a check for \$75 to settle this matter, and will no longer acknowledge any obligation or benefit to the POA for snow plowing or road maintenance services that you perform. The EFPOA will continue to care for the roads that our residents use as we have for over 40 years, using professional, insured vendors under written contract.

It remains the Board's hope that we can reach a resolution to the access issues at the West entrance to the subdivision that is agreeable to both parties. Until that time we ask that the status quo be maintained.

Sincerely,

Rena J Braun
Treasurer