

*West Fork Village
HOA Board Meeting Minutes
September 19, 2013*

ROLL: **Board Members Present:** Jamison Walsh—President
Steve Hooten—Vice President
Cathy Bohannon—Secretary
Kelly Hoff—Treasurer
Sandi McNeely—Voting Member
Rosann Holman—Voting Member

Travis Ryan—On-Site Manager

Others Present: Mike Gantz and George Hekowczyk

FINANCIAL REPORT: Bruce J. Lichtenberger, CPA—once again, Bruce was absent. Travis will contact him regarding our next meeting. We may need to consider hiring a new accountant.

OPEN DISCUSSION: The primary topic for open discussion was the repair issues, primarily windows.

REPORTS:

- A. October Meeting—Sandi McNeely suggested we meet in October due to the number of time-sensitive issues we are facing. Saturday, October 19, at 10:00 am was scheduled as our next meeting. It was suggested that if we add special meetings to our calendar, we schedule them on a day other than Thursday to see if more people could/would attend the meeting.
- B. Owner/Non-owner Ratio: 83/97
- C. Updating Pool Rules: Since Sandi McNeely is new on the Board, she felt she was not familiar enough with the issue to make adjustments. Jamison Walsh will go through the draft and finalize it by October 1.
- D. Unpaid Charge Summary—\$8,419.84—Travis will contact our attorney, Lisa Harbour, to check on progress relating to the top two owners who have/should be sent to collection. He will also request an update from Lisa on our legal matters.
- E. Mice Problems Continue: Mice noise in the attic of Unit 909—poison has not worked. Renovation of the likely culprit of the problems in Building 9, (Unit 910), continues by All Phase. Travis will contact All Phase to check on progress and then contact the company we've used for pest control to follow up with them one more time. Residents continue to live in Unit 910 during the renovation. We could go to great effort to have Unit 910 condemned should we deem it necessary. Per Lisa's (our attorney) letter to the owners of Unit 910, they will be responsible for repairing mold damage in Unit 906. Lisa needs to contact the owners of Unit 910, to "remind" them of their responsibility in repairing that damage also. Should they not make arrangements for that repair, the HOA will cover the expense, contact All Phase to repair that damage and file a lien on the property of Unit 910.
- F. Unit 511—Concrete Work—Flat and Foundation:
MOTION: It was moved and seconded to hire Guerra Concrete to repair/replace the concrete in Unit 511—Motion passed.

- G. Pool Closing September 29—A request has been made to keep the pool open through the winter. Rosann Holman indicated that request comes from one resident. Jamison asked Travis if he knew approximately what the monthly cost of keeping the pool open through the winter would be—Travis didn't know a hard figure, but with just a rough estimate and potential problems created by keeping it up and running through the winter is not cost effective for the number of people who will use it. The pool will close Sunday, September 29, 2013.
- H. Manager has an Emergency Cell Phone: (970) 397-8232
- I. Maintenance Assistant Position Opening—Deadline, Tuesday, October 1
- a. Travis has posted the position opening in the mailroom, on our website and on Craig's List. Travis has spoken with one person who is interested in the position and in the apartment in the Club House. Travis will pick a time to interview Jake and any other applicant(s) as he (Travis) sees appropriate. Any Board member available and interested in attending the interview(s) may come.
 - b. The Board will establish an hourly wage for this position. Discussion continued on the availability of the apartment in relation to the assistant starting the job. Travis indicated they are looking into purchasing a unit of their own as opposed to renting. It was suggested that we check the availability of the one-bedroom suite for the next few months, move any one with reservations into the larger suite (charges remain the same as when reservations were made) and offer it to the assistant for \$400/month. Since the availability date of the apartment is not known, it was decided to establish an hourly wage for all hours worked (up to 30 hrs/week) and charge the appropriate amount for rent—\$800 for the apartment beginning as soon as is available. Remaining in the suite is NOT an option. The new assistant does not need to move onsite until the apartment is available if the assistant wishes to wait—the assistant will start as soon as possible regardless of the availability of the apartment.

OLD BUSINESS

- A. Vote on the 2013 Proposed Budget—Since we have not yet been able to meet with our accountant, it was decided to proceed with approving the budget for 2013. The amounts in the 2013 budget were estimates based upon 2012 actual amounts including some adjustments.

MOTION: It was moved and seconded to approve the budget as submitted—Motion passed.

A question was asked regarding the penalties charged in 2012 that were not included in the 2013 budget—The penalties were for taxes that went unpaid in a previous year under previous management who were unaware of these taxes. They were paid and now that we are aware of them, it should not be a problem again.

- B. Window Estimate and Vote—Start Date for Repairs:

MOTION: It was moved and seconded to send a letter to all owners indicating the charges for window/screen repair will be covered by the HOA, excluding damage as a result of negligence—Motion passed.

It was noted that the estimate received for the window repair did not include screens because they have not been measured yet. Screens will also be covered but the measuring will be done by the company and will be billed separately. The HOA will also reimburse those who have already paid to have their windows/screens repaired at whatever their cost was.

MOTION: It was moved and seconded to approve the bid received from Glass Unlimited—Motion passed.

C. Hail Damage Estimates & Insurance Settlement:

Roof/AC Units/Downspouts: Bid amounts and descriptions were submitted by Bob Behrends Roofing, Horn Brothers Roofing, Jerry's Roofing, Front Range Seamless Gutters & Sheet Metal, McReery & Sons of Colorado and Home Town Roofing, LLC. Travis suggested we accept the estimate for roof repairs for Home Town Roofing (roof repair, gutters and downspouts) and McReery & Sons (AC units).

MOTION: It was moved and seconded to accept the bid from Home Town Roofing for the roof repairs, the gutters and the downspouts—Motion passed.

It was noted that the HOA will have to pay \$16,000 for the upper-level gutters/downspouts since they had been removed prior to the hail storm. All downspouts and gutters will be replaced. It was also noted that rather than having a 5" downspout attached to a 5" gutter, it is more effective to have a 6" downspout attached to a 5" gutter—this will be done and the HOA will pay for the difference should there be an increase resulting from that request.

MOTION: It was moved and seconded to accept the bid from McReery & Sons of Colorado for the AC units—Motion passed.

McReery & Sons are experts in identifying damage done by hail and damage done by the lawn service.

NEW BUSINESS:

- A. Pool Cover Estimate—The estimate for the new pool cover was ~ \$3,500—this cover is like the one we have now and will enable us to cover the pool throughout the year—not just at the opening and closing of the season.

MOTION—It was moved and seconded to approve the bid to replace the pool cover—Motion passed.

- B. Estimates for Snow Removal and Lawn care for 2013 & 2014—The only bid received at this time is from our current service, Alpine. Travis is pleased with their service with the exception of the continued damage to the AC units and the hassle that follows to get them repaired. Travis will talk to Mike Garcia regarding this damage. Mike has suggested that we change the landscaping to remove the grass from around the AC units. Since the original landscaping was planned and completed by Alpine at the time the complex was built and since we do not want the grass around the AC units to be replaced by rocks, we will continue to ask that Alpine repair the damage they cause when they do their lawn work. If Mike is not receptive to this request, we will seek other bids from other companies who will comply with this request without reservation. George (?) indicated that Crew Cuts (they do the Pinnacle and Mountain View lawns) have installed a metal barrier in front of the AC units. We need to consider if we want a metal shield covering our AC units should we switch lawn services. It was also noted that we need to resolve this issue before the "first" snow (as soon as possible). We could do separate bids for snow removal and lawn care, but we would probably receive a better deal with both covered under one company. Jamison indicated that Alpine

met every request made last year in order to keep our business and we have been pleased with their work over this last year. We will see what their response is before we make a final decision on how to proceed.

- C. Opening a New Account for Insurance Settlement—Due to the fact that only \$250,000 is insured by the FDIC per bank, we should consider splitting the insurance settlement between two banks. It was decided by consensus that we would split the insurance money between Chase and another online bank to guarantee that the entire amount will be insured.

OTHER BUSINESS:

- A. Areas Designated for Pets: **Rosann Holman:** *She would like us to consider setting up specific areas for pets to be taken to do their “duty”.*
Discussion ensued—Rosann will investigate possibilities/costs and will get back to us.
- B. Volleyball Court—The issue of what to do with the volleyball court is still at hand. Jamison indicated that we have many expenses facing us at this time and that is one that may need to take a back seat to all the other expenses we have facing us now. Travis will check with Alpine with regard to the cost of converting it all to grass, removing the sand and net.
- C. Compensation for Board Members: Jamison explained the history of this idea to those present. He has also reviewed the HOA’s bylaws and covenants and discovered that only the Board can revise the bylaws and only the owners can revise the covenants—if there is a conflict between the two, the bylaws take precedence over the covenants. He also indicated that a change in the covenants requires a 2/3 majority of all owners—not just 2/3 of those present. It was noted we may as well cancel our annual meetings because we will never get that many people attending any meeting and thus there will never be a 2/3 majority of all owners voting for anything.

With this knowledge it was noted that the vote taken to offer a reduction in association fees to Board members at our last annual meeting was not legal. George quoted someone from another board upon which he serves said something to the effect that if board members need to be paid to serve on the board, they were not serving for the right reason. It was noted that the only reason this was brought up was as an incentive for owners/residents to run for the Board and to become involved in the decision making on issues facing our community—the last two years, we’ve had just enough to serve with no competition. Relating to this issue, Jamison found two bylaws in conflict with each other relating to compensation—one indicated that under no circumstances could board members be compensated for serving, the other indicated that under certain conditions, board members may be compensated. Jamison proposed two amendments to correct this conflicting information.

MOTION: It was moved and seconded to amend Article 2, Section 13, by removing the first sentence—Motion passed.

The corrected bylaw will read as follows:

“2.13 *Compensation.* Nothing herein shall prohibit the Association from compensating a member of the Executive Board, or any entity with which an Executive Board member is affiliated, for services or supplies furnished to the Association in a capacity other than as an Executive Board member pursuant to a contract or agreement with the Association, provided that such Executive Board member’s interest was made known to the Board prior to entering into such contract was approved by a majority of the Executive Board, excluding the interested member of the Executive Board.”

MOTION: It was moved and seconded to amend Article 4, Section 9 to read as follows: **“4.9 Compensation. Members of the Executive Board will be compensated for their services in the amount equal to current monthly Association dues for the duration of their service to the Association, not to exceed the term limits set forth in the Bylaws.”—Motion passed.**

These amendments will be filed with Weld County by October 1 and current Board members will not have to pay Association dues throughout the remainder of their service as stated in the Bylaws.

D. Railings:

Sandi McNeely: Are all of the railings going to be replaced with Equitex at the same time?

Travis: No, that will be very expensive—that will be a multi-year project and will begin after the decks are all repaired.

E. Grills—Letters have not gone out to owners regarding the use of grills on the patios and decks—Travis will post a letter in the mailroom.

NEXT MEETING: Saturday, October 19, 2013, 10:00 am

MEETING ADJOURNED: 8:32 pm

Respectfully submitted,

Cathy Bohannon, Secretary