

**MINUTES PRISTINE POINT OWNERS' ASSOCIATION
BOARD OF MANAGERS
VIA ZOOM**

Date: January 20, 2023

Present: Dick Matthews
Beth Peters
Kurt Giesselman (for part of the meeting)
Chuck McGinnis (for part of the meeting)
Joe Robinson, Toad Property Management

The meeting was called to order at 1:02 p.m. and Joe confirmed there was a quorum. Joe explained the purpose of the meeting was to discuss the Water District Settlement Agreement and the 2023 Budget.

Dick made a motion to approve the minutes of the November 1 and December 16, 2022 meetings. Beth seconded the motion and it was unanimously approved.

Kurt explained the MLPC Board had been reviewing the Water District changes to the Settlement Agreement. Kurt said it had been a long and slow process but once the Settlement Agreement was shared with legal counsel the changes proposed by Marcus Lock, as legal counsel for the Water District, were minimal.

Kurt said one change proposed by Marcus related to the Quit Claim Deed for Meridian Lake Park Reservoir #1 and the remaining 19 acre feet of water which had been retained by MLPC after the 2004 amendment. Kurt explained in addition to the water the ground under and around the Reservoir 1 would become the responsibility of the Water District. Kurt said the language gave MLPC owners (all four filings) the perpetual right to use the reservoir for recreation. The wording did not say the reservoir would be available to the public.

Kurt explained there was standard language which would quit claim 30 foot easements for utility lines through common space. The easements would be 15 feet either side of the Water District utility lines or infrastructure. The Water District would be responsible to restore ground to the standard prior to the work commencing. Kurt said language had been added which would prohibit the Water District being responsible for the repair or maintenance of asphalt, curb, concrete, etc, within the easements on common space. Private land would be dealt with differently and in accordance with the tap fee agreements signed directly by the landowner with the Water District. Kurt explained the Water District language was fair and would not significantly change the way the Water District had dealt with repairs or revegetation in the past.

Kurt said the agreement was fair and the MLPC Board would vote on acceptance of the Settlement Agreement. Kurt was thanked for the large amount of work he had put into the process of reaching a compromise and getting an agreement that both sides could accept.

Kurt said when there were new Board members in the future he would be willing to participate in future Board meetings to pass on institutional knowledge and assist the new Board in any way he could.

Kurt explained PPOA owned land above and below the dam and also language regarding the 8.7 acres of land of Reservoir #1 required clarification as the original language was ambiguous. Kurt said Quit Claim Deeds could be used to transfer the three parcels of land to the Water District and reduce liability and risk for PPOA. In accordance with the Colorado Common Interest Ownership Act ("CCIOA") it would be necessary for at least 67% of owners in PPOA to approve, 12 lots would need to vote in favor. David Leinsdorf, legal counsel, had drafted a Quit Claim Deed and said the Deed would give specific descriptions of the parcels of land being transferred to the Water District and it would be necessary to explain to some owners why it was necessary to sign in favor of the transfer. Kurt described the parcels of land which would be part of the Quit Claim Deed and said many PPOA owners would not even be aware the association owned those parcels. Kurt said a fourth parcel of land could go to the Land Trust as the parcel was surrounded by Land Trust land and the Land Trust

was maintaining the property. Kurt said language to both the Water District and the Land Trust would request conservation easements be put in place to restrict future development. Once approval was reached with the Water District and the Land Trust for conservation easements owners would be asked to give their approval to the transfer of land via the Quit Claim Deeds. Dick said the transfer of the land would mean PPOA would no longer be responsible for dealing with beaver dams and the agreement seemed to be a win/win for the association.

Kurt explained the County had a new manager responsible for roads and Kurt said he had reached out to him to schedule a meeting to discuss future maintenance of the PPOA south roads. If the County, Water District or the Land Trust would adopt the roads or assume responsibility for some or all of the maintenance of the roads it would be a significant benefit to the association. Kurt said he had also spoken to the new County Commissioner and she had agreed to research.

Beth asked if the Water District would be willing to take over maintenance and snow plowing of the road across the dam road in return for transferring the parcels of land. Kurt agreed it was an interesting proposal and Dick pointed out snow removal for the roads over the dam would still be a PPOA responsibility and it was thought those costs would be approximately 30% to 40% of the annual snow removal expenses. Kurt said the Water District already had to plow to the pump house on a regular basis. Kurt agreed to reach out to the Water District and discuss the future snow removal and maintenance of the surface area of the road across the dam.

Kurt explained the land in Meridian Lake Meadows would be dealt with separately and how to resolve that was still under consideration and not connected to MLPC or PPOA signing agreements with the Water District.

Kurt said most of the Water District legal work had been completed. Kurt explained Toad would be responsible for mailing out the ballot to reduce the legal expenses. Joe said the MLPC Board had unanimously approved the signing of the Settlement Agreement with the Water District. Joe explained the MLPC Board had questions about ownership of land and Beth Appleton, legal counsel for MLPC, would be reviewing the records. Kurt said he was willing to reach out to MLPC board members or Beth Appleton to address any remaining questions. Kurt left the meeting.

It was agreed to continue the meeting later in the day to discuss the 2023 Budget.

At 3:03 pm the meeting continued with Chuck, Dick and Beth in attendance. Joe thanked Chuck for his work over the years and also on the 2023 Budget preparation.

Joe explained the short term rental income for 2022 was favorable to budget. Joe said legal expenses had been unfavorable to budget and some of the legal expenses would be paid in 2023 for work performed in 2022. Joe explained a year end report had been distributed to the Board prior to the meeting. Chuck said the Association had been able to add to reserves and the goal of \$25,000 in the Reserve Account was getting closer.

Joe said the 2023 Budget expenses were similar to prior year expenses. Snow removal had been left at \$12,500 and December 2022 snow removal, paid in January, was \$3,715. The line item for insurance had been increased a little and the management fee had increased by 8%. Legal expenses were ongoing and unknown at this time and the line item had been increased in anticipation of legal work during 2023.

Joe explained an increase in the Repairs & Maintenance line item would require a dues increase. Or, dues could remain at the current level and expenses, such as \$4,000 for cleaning out the culverts, could be paid from Reserves. Chuck said the culverts had not been cleared in the past and if necessary the work could be delayed for a year. Chuck explained the addition of a dog poop station, \$1,400 in total, could also be considered. Dick asked if the Land Trust would assist in the cost of adding a dog poop station. Joe said maintaining the dog poop station was approximately \$400 per year.

After a short discussion Chuck suggested using Reserve funds for items such as culvert cleaning and a dog poop station. Delinquent dues were discussed. It was generally agreed there were a lot of unknown expenses during 2023 and there had been significant snowfall in the early part of the season and the Board was reluctant to reduce the snow removal budget. Dick made a motion to approve the 2023 Budget with a \$1,828 shortfall. Beth seconded the motion and it was unanimously approved.

The next meeting date would be scheduled via email.

Chuck said he had reviewed the MLPC Design Guideline amendments and would be responding to MLPC as an individual and not as a Board member. Joe explained MLPC had extended the time period for owner comment and the MLPC Board would be considering comments at their February 16th meeting.

Beth made a motion to adjourn the meeting at 3:31 p.m. Dick seconded the motion and it was unanimously approved.

Prepared by Rob Harper,
Toad Property Management

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