

**The Copper Mountain Resort Association Board of Director's Meeting**  
**Mountain Plaza Board Room**  
**December 21, 2011**  
**1pm-3pm**

**I. Call To Order**

The Copper Mountain Resort Association ("CMRA") Board of Director's Meeting was called to order by Peter Siegel at 1pm.

**Members Present**

Jim Reis  
Gary Rodgers  
Jesse True  
Kelly Keefer  
Tom Malmgren  
Kurt Hotto  
Ben Broughton  
Don McCoy

**Staff Present**

Peter Siegel  
Leslie Shadle

**II. Election of Officers**

The seats for President, Vice President, and Secretary/Treasurer were up for appointment. Gary Rodgers nominated Jim Reis for Board President; Ben Broughton seconded the motion. Gary nominated Don McCoy as Board Vice President; Ben Broughton seconded the motion. Gary also nominated Kelly Keefer for Board Secretary/ Treasurer; Jesse True seconded the motion. All present were in favor.

**III. Next Meeting Date**

The next CMRA Board of Director's meeting is set for January 25, 2012 from 1pm-3pm in the Mountain Plaza Board Room. Dates for future meetings have been set for March 1, 2012. The original March meeting was pushed back to April 5, 2012 at which time the summer schedule of meetings will be discussed.

**IV. Meeting Minutes- Annual**

Peter Siegel handed out a draft version of the 2011 Annual Meeting Minutes. Peter stated that, at this point, we are one year ahead of time completing the minutes and have distributed to the community. Peter also asked that minutes be reviewed and any changes sent to Leslie.

## V. Budgets

Peter pointed out both Resort Association and Village at Copper budgets are in the binder, and stated that he would be glad to sit down with anyone to review the budget with them in detail.

Questions from the floor:

- Q: Did you highlight any changes on the budget?
- A: The Resort Association budget is all new, and what have been moved to the Resort Association from the Village at Copper is highlighted in red.
  
- Q: Is the budget fiscal year a calendar year?
- A: Yes.

## VI. Policies and Resolutions

*Collections:*

Peter stated that the agreements have been written by Mark Payne, the Resort Associations attorney, and he specializes in matters regarding HOA's, CCIOA, etc. The purpose of the Collection Policy is to ensure the timely payments of dues. We have never needed a policy before, but with all the changes within the Resort Association, we needed an official policy.

Questions from the floor:

- Q: On Pg. 2, Sec. 8, it reads "account shall remain with the attorney until the account is settled, has a zero balance, or is written off." Shouldn't the "or is written off" statement be dropped, and it is no longer attorney responsibility once the balance is paid?
- A: We will re-write the clause to state the attorney responsibility is over once the balance reads \$0.
  
- Q: Does the Board of Directors or the office staff set deadlines for dues payment?
- A: We can go both ways. The Board of Director's can choose to pursue things or they can decide to let staff set dates.
- *Update: As additional information has come into play, Peter will submit a new draft for review.*

*Presumptive Surcharge:*

According to the document, homeowners can pay dues either monthly or quarterly. Regarding the two payment timeframes, it was discussed that the office staff would be, administratively, dealing with two systems. It was decided that dues would be assessed on a monthly basis, allowing us to promptly account for any deficiencies, and adjust operation/marketing as needed. We have not had to

use the presumptive surcharge, as it has effectively acted as a deterrent. The schedule is also a significant tool to help us to collect, if need be

There was also a discussion on whether it was the responsibility of the homeowner or the management company to pay dues, and the general consensus of the Board of Director's was that it was the homeowner's responsibility.

Questions from the floor:

- Q: Do you anticipate changes in staffing with the new systems?
- A: We have already hired one additional person. Liz Ryan has moved to AR/AP, and is the contact for any and all collections, VRBO or otherwise. Leslie will be doing background research, such as VRBO usage, as well as office administrator duties.

Jesse True moved to accept changes regarding monthly dues payments, as well as changes in wording regarding attorney involvement with dues collections. Jim Reis seconded. Everyone approved by acclamation.

## **VII. Agreements**

### *Transportation:*

Peter Siegel opened the discussion with a general overview of the agreement, explaining that it has four parts: The Agreement, Description of Services, Fee Schedule, and Depiction of Routes. It was explained that the body of the agreement was almost identical to that of the Security agreement, and that the agreement was a draft that is open for discussion.

The Resort Association is currently not carrying General Liability insurance, as there was no need for it in the past. With the new Security and Transportation agreements, it will now be required for the Resort Association. Peter is looking into purchasing General Liability coverage.

There are still items that need to be finalized, such as how to dispatch a call, phones at bus stops, etc. Details will have to be discussed as the season goes on. We can look at systems other resorts or municipalities are using.

We are looking at two different vehicles. The first has 15,900 miles, and is still under warranty. Modifications need to be made to the vehicle that is not factored into the cost, which is \$71,699 before negotiations. The other option is a bus that has 98,000 miles, is not under warranty. The cost of this vehicle is \$31,080. After modifications, the price would be \$34,000. Problematic with this vehicle would be the maintenance cost.

Action item on vehicle:

-The Board felt that a vehicle should be leased rather than purchased. The lease should be an operating lease, not a capital lease, and tasked Peter to find a vehicle that would meet these parameters.

The next step is to approve the agreement between CMR and CMRA. If someone has comments on the draft agreement, they should be sent to the Board for all to see.

Questions from the floor:

- Q: Regarding the termination clause, it states that either party can cancel with written notice sixty days prior to December 31 of any year. Does that mean either party can cancel without any cause?
- A: Either party can cancel immediately with cause, given a ten day notice. Without cause requires a sixty day notice prior to the end of the term or agreement.
- *Update: This section has been re-written in the revised agreement (Draft 2)*
  
- Q: One goal of our transportation system is to operate as efficiently as possible. Can we supplement a better system once we learn more, or do we need a clause that allows us to make changes to the system?
- A: We will add, based on quarterly reviews, that funds could shift. Ex- we have less on call and more fixed route service, and visa versa.
  
- Q: What are the highlighted colors?
- A: Red is the external loop which is a CMR cost. Green is the current fixed route, and yellow will be the on-call system, both routes are paid for by CMRA.
  
- Q: Will the driver be required to carry a CDL?
- A: The maximum passenger capacity for a non-CDL driver is fifteen people. All vehicles that we are looking at are 14 seat busses.

*Security:*

The Security agreement is very similar to that of the Transportation agreement, and similar to the agreement that is already in place between Copper Mountain Resort and The Village at Copper. Based on discussion, Security offices will remain in the same location that they are currently in. Service expectations need to be written into the agreement. Peter will look into ways to measure/rate service levels.

## **VIII. Future Topics**

### *Infrastructure Projects:*

Peter stated that infrastructure will have to be a future discussion; what is included? A reserve study needs to be conducted, and short and long term needs and goals to be established.

### *CMPAC:*

Signage has been an ongoing challenge. As part of the PUD (late 90's) we created and adhere to a sign program and document that is outdated. The goal will be to create a sign plan that is more reflective of the needs of this community and is less rigid. CMPAC need to be the controlling entity for the vast majority of signs in this resort. Creating zones within the resort may be one way to identifying areas where clearly the county needs involvement and oversight (e.g. county roads) but having CMPAC oversee base areas and commercial zones. CMPAC should also be a Resort Association run committee, and now we have the resources to do that. We would invite the County to have a representative on CMPAC if they desire.

## **IX. Adjournment**

Ben Broughton motioned to adjourn; Kurt Hotto seconded the motion. Meeting was adjourned at 3:11pm.