

*LGPOA – Board Meeting Minutes*  
*31 Jan 07 Special Meeting*

- 1) **Roll Call:** Board Members Present: Chadd Smith, Ray Draeger, Stu Shafer, Kathy Dominguez, Terry Gartside, Dan Skorich, Jay Roorbach and Liz Rhoads: Excused Doug Earle.
- 2) **Guests:** Steve Hanson, Professional Lake Management, John Fifarek, LGPOA attorney.
- 3) **Reading, Approval and Correction of Minutes:** Not applicable
- 4) **Report of Directors:** Not applicable
  - i) Professional Lake Management, Steve Hanson comments: PLM will apply first Sonar treatment in April 6 parts; per billion. Milfoil doesn't die off and Sonar contact will be 45 days. Mid-May swimming will be impacted. Curly leaf will die off first time. PLM will survey again in August to determine if a booster treatment is required. If treatment is required, expect that to cost more. Also, fish would not be affected and actually would thrive with the increased visibility the predator fish would gorge on the stunted Bluegill. Expects the native plants to reestablish over the next 1-3 years. Sonar treatments are regulated by DNR and can only occur every three years. Steve stated that "fish kill" is an old DNR fear based on older studies which neither agree with his MSU studies not conform with the PLM findings of hundreds of lake applications. He stated PLM has never been sued over Sonar use and that past contact herbicides applied to Lake Geneva had more negative impacts. He will have PLM add LGPOA to the insurance policy by name and he also stated PLM has added other associations in the past to its policy and that in one case an association paid more on the PLM policy to increase its liability coverage. The current LGPOA Auto Owners Insurance policy with the Doug Twiss Agency does not protect LGPOA from the herbicides used by PLM; herbicides are considered "pollutants" and are not covered. PLM also stated that additional manufacture warranties are included. Stu Shafer was provided a copy of the PLM insurance policy and maintains it. Steve stated the Sonar would have 80% effective kill rate on Milfoil in the entire lake during the first year. He responded to Jay Roorbach that PLM would add a clause to the contract to guarantee Sonar effectiveness to 80% Milfoil and Curly Leaf kill during this treatment or that PLM would treat the lake at no cost. PLM stated that a partial treatment was not an option because it was ineffective method for Milfoil. Recommends we not stock with water plants or fish and to let nature take its course. Steve requested copy of the minutes of this meeting.
  - ii) Mosquito Control. The attorney John Fifarek stated after research of LGPOA charter documents that since Mosquito Control was not specifically mentioned in the charter e.g. "beaches, lake or common areas" that the board and LGPOA were subject to liability. He stated

that the “lake” was mentioned and is considered a common area hence Lake Treatment was within the charter and not subject to liability.

- iii) Sheds. Three or four options were presented. The attorney John Fifarek stated he cannot predict how it will end (win or lose) or how much it will cost or what defenses will be used in court. He stated that the building and use restrictions are stated clearly. However, because past boards have not enforced the rules promptly and provided misinformation and in at least one case a board member had a shed and encouraged others to build sheds. The Attorney stated that families have in the past pooled funds to fight lawsuits and he has not had a situation with 30 sheds before. At the end of discussions, he stated that we have a good chance of enforcing the building and use restriction and winning because it is less than 10% of the association that has sheds. Stu Shafer recommended that the attorney draft a letter to remove the sheds.

- iv) Motion: Made to enforce the building and use restriction and pursue legal action against all named and known sheds. Vote 8/1

Ray Draeger voted against the Motion. He stated that for over a 20-year period neighbors and several boards have known about sheds and sent mixed messages. In terms of numbers, it means that neighbor to the right, left and across the street of a shed owner said nothing for 20 years and 38 sheds equals 150 or more people who knew. He believed that a legal action would be unreasonable, expensive and not turn out the way the board intends it. The proposed board motion would set unfair double standards and allow those 38 shed owners a sunset clause while those who may want a shed and obeyed the rules are not permitted to have a shed. He believed the court would see this and settle along different lines than what the board expects. He suggested that the board pursue a course of action to allow sheds as was stated in the 1982 legal case for everyone (to abutt next to the house, out of sight, and to the standard the board permits via a permit process)

## 5) **Meeting Adjourned 9 PM.**

Stu Shafer, Pres; Ray Draeger, Sec