

**Buckskin Heights Road Association**  
**MINUTES for Board Meeting on Wednesday, November 30, 2022**  
Zoom Meeting • 6:30 pm

**ATTENDANCE:**

Board Members:

Brian Abbott (At Large), Mary Arnold (Vice President), Dan McQueen (President), Cindy Smith (Secretary), Bill Torrey (At Large), Sue Weber (Treasurer)

Community Members:

Jodi Abbott, Erik Dolph, David Gaudio, Rich & Debbie Evans, Allan Heese, Mike Lowe, Luke McOmie, Paul Rutt, Rick Stahl

**CALL TO ORDER, WELCOME/INTRODUCTIONS, QUORUM:**

Dan McQueen called the meeting to order with a quorum present at 6:30pm.

**AGENDA:**

Cindy Smith made a motion to approve the agenda as distributed. It was seconded and **approved**.

**BOARD MEETING:**

**Community Input:**

1. Several people commented on the good condition of the roads these days, post-grading.
2. Brian Abbott and Allen Heese spoke about rocks which grader brought up and material that was paid for being lost due to grading on Woodchuck Dr.
3. Allan did not appreciate grader being parked at intersection of Otter and Woodchuck. Mary Arnold pointed out that the grader will be moved post-grading, in a week or two.
4. Abandoned black tank near water tank and barrels in culvert on Raccoon will be picked up and taken to the county dump by Dan McQueen.

**Secretary's Report:**

5. Cindy Smith made a motion to confirm the email approval of the Board Minutes of August 31, 2022. It was seconded and **approved**.
6. Cindy Smith made a motion to confirm the defeat of mail ballot to increase dues by \$100 on October 19, 2022. It was seconded and **approved**.

**Treasurer's Report:** Treasurer Sue Weber reviewed the Treasurer's Report (attached).

7. Budget update: It is likely that we will carry about \$10,700 into new year. There were 17 completed sales since the Cameron Peak Fire; 4 properties are for sale at this time.
8. Dan McQueen made a motion to approve the Treasurer's Report. It was seconded and **approved**.

**Road Report:**

9. Road maintenance – VP Mary Arnold reported:
  - A. Summary of road work since annual meeting:
    - Otter Road has been graded with the Road Groom several times by Mary and Rich Evans.
    - Jesse Moore (of MCMS Inc, owned by professional grader Brad Moore on Glade Rd) has been grading when road is wet since November 5, and will continue until all roads have been maintained. He will not charge extra to start over with grading.
    - Drainage and culvert below water tank will be cleaned out in spring. Mary has identified both ends.
  - B. Plan for this winter 2022-23:
    - Contractor to be determined, either MCMS or Justin Foster.
    - No rate increase for grading/spreading anticipated. We usually spread ~500 tons (~33 15-ton loads) of new material (recycled asphalt); hope to do more this year.
    - Mary expects another grading with spring moisture; material will be added and grading will be done in summer.
  - C. Mary urged residents who have concerns about road maintenance to contact her directly, as soon as possible. She wants to correct any issues as soon as possible.

- D. Brian Abbott made a motion to approve the road report. It was seconded and **approved**.
10. Road Equipment Evaluation Group (REEG) Proposals (attached):
- A. Rich Evans, REEG Coordinator, reported on proposals developed by REEG.
  - B. Erik Dolph expressed support for purchasing the Road Groom or other equipment we could operate ourselves
  - C. Rick Stahl will present some other options for purchase of other equipment.
  - D. Brian Abbott pointed out need for a deeper financial analysis to determine how much purchase would reduce regular grading and materials drops.
  - E. Sue Weber made a motion to hold a special meeting of the Association in the new year to (i) consider the Road Groom purchase proposal (with augmented financial analysis) and (ii) vote whether or not to hold a mail ballot to approve this capital expenditure. After discussion, it was seconded and **approved**.

**Gate Report:** Cindy Smith made a motion to paint gate. It was seconded and **approved**. Cindy will post on GroupsIO requesting volunteers. Paint will be purchased by BHRA. Bill Torrey offered to re-weld some spots, and Dan McQueen offered to fix the sign. We may need Leroy Lawrence's help on welding.

**Fire Report:**

- 11. The group noted that many trees have blown into the road. There was a suggestion that individual land owners be contacted.
- 12. The group noted that we do not have a functional Fire Committee at this time. Cindy Smith will look into finding a community member to lead this charge.

**New Business:**

13. Dan McQueen raised two issues: modernizing the voting process by using electronic means & nominating officers prior to annual meetings.
- A. After discussion, Sue Weber pointed out that there are two separate voting issues: (i) how to conduct Association mail ballots, and (ii) how to conduct votes at in-person/hybrid Association meetings.
  - B. Nominating officers prior to annual meetings does not take any action by the board or change in the *Bylaws*; people can just do this on GroupsIO on their own.
  - C. Brian Abbott made a motion that interested community members investigate electronic methods for both types of voting situations, with assistance from parliamentarian Lola Fehr, and report back to the board. Sue Weber, Rick Stahl, Allen Heese and Mary Arnold will meet to review *Bylaws* and look into electronic voting methods. Sue will contact Lola Fehr to arrange meeting.

**Executive Session:** Sue Weber made a motion to go into executive session at 8:14pm to discuss non-public concerns of individual Association members. The motion was seconded and **approved**. No public actions were taken.

**Adjournment:** Dan McQueen made a motion to move out of executive session and adjourn the meeting at 8:45pm. The motion was seconded and **approved**.

Respectfully submitted,  
Cindy Smith, Secretary

## Buckskin Heights Road Association Treasurer's Report

Sue Weber – November 30, 2022 (Board Meeting)

1. <b>Checking account balance 11/30/22</b>	=	\$17,205.90
Pending Expenses*	=	\$0.00
Pending Deposits	=	\$0.00
Checking Available	=	\$17,205.90
<b>Savings account balance 11/30/22</b>	=	\$5,007.04
<b>TOTAL AVAILABLE 11/30/22</b>	=	\$22,212.94

\* Budget Update (attached) anticipates additional expenses of about \$6,500 by the end of 2022, leaving a probable checking carryover of about \$10,706 into the new 2023 fiscal year.

### 2. Dues:

- 2022 – Dues for 67 of 67 properties (62 of 62 owners) are paid in full; 100% compliance for 2022.

### 3. 17 Completed Property Sales Since the Cameron Peak Fire, October 2020:

- 2/12/21 – Cole Deines (13000 Woodchuck Dr) to Shana Longo
- 2/23/21 – Ryan Green (3724 Woodchuck Dr) to Bryon & Amy Brockel
- 6/18/21 – Robert Gonzalez (13512 Otter Rd) to David & Cynthia Smith
- 8/6/21 – Scott Roth (10100 Otter Rd) to Kaitlyn & Samuel McBride
- 8/30/21 – Jo & Paul Hesson (13428 Otter Rd) to Jacob Jandrew & Samantha Walker
- 9/10/21 – Steven & Sherri Stinnett (14296 Otter Rd) to Paul Rutt
- 11/5/21 – Richard Dixon & Charlene Ferra (8266 Gray Squirrel Ct) to Sean Cloutier
- 12/23/21 – Kyle Recchia (13735 Otter Rd) to Sanjeev & Krystal Karki
- 1/7/22 – Jeremiah & Sandra May (8857 Otter Ct) to Luke & Melanie McOmie & Jonathan Dilley
- 1/7/22 – Heather Speicher (13728 Raccoon Dr) to Justin Wilson
- 2/8/22 – Pamela Robinson (8315 Gray Squirrel Ct) to Cameron & Alice Louie
- 4/8/22 – Estate of Gregory Nelson (13451 Raccoon Dr) to Justin Wilson
- 4/15/22 – Estate of Stanley Long (13888 Otter Rd) to Sarah Simpkins, James Leslie & Robert Leslie
- 4/26/22 – Joshua Embrey (8220 Raccoon Ct) to Jeffrey Moe
- 7/15/22 – Glenn Heeney & Ann Dean (13328 Otter Rd) to Bethany & Allison Seymour
- 8/30/22 – Airn & Matthew Hartwig (13001 Otter Rd) to Rich & Debbie Evans
- 9/30/33 – Jacob Jandrew & Samantha Walker (13428 Otter Rd) to Hermine & Clinton Culley Trust

### 4. 4 Current Properties for Sale/Pending Closings:

- Scott & Sharon Lazarowicz (8025 Wolverine Ct)
- Jacob Jandrew & Samantha Walker (12727 Otter Rd)
- Rudy Hansch Trust (12721 Woodchuck Dr)
- Keifer Jacobson (13382 Otter)

### 5. Budget Update, November 30, 2022 (attached)

**BHRA EXPENSE & INCOME SUMMARY • November 30, 2022**

A	B	C	D	E	F	G	H
Category	2021 Actual	2022 Approved Budget	2022 Actual Expenses & Income to Date	2021 Budget Over (Under) to Date	2022 Expected Remaining Expenses & Income	2022 Projected Total Expense & Income	2022 Projected Over (Under) Budget
Bank Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Emergency Expense	\$2,025	\$0	\$0	\$0	\$0	\$0	\$0
Gate Maintenance	\$0	\$200	\$0	(\$200)	\$200	\$200	\$0
Grant Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$1,235	\$1,300	\$1,337	\$37	\$0	\$1,337	\$37
Legal/Financial	\$61	\$100	\$383	\$283	\$0	\$383	\$283
Mailings	\$104	\$100	\$198	\$98	\$0	\$198	\$98
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Signs	\$0	\$200	\$0	(\$200)	\$200	\$200	\$0
Supplies	\$99	\$100	\$54	(\$46)	\$100	\$154	\$54
Technology	\$0	\$0	\$154	\$154	\$0	\$154	\$154
Fire Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer to Savings/Emergency Acct	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Road Base Homeowner	\$3,950	\$0	\$2,000	\$2,000	\$0	\$2,000	\$2,000
Road Ditches & Culverts	\$1,372	\$4,000	\$1,705	(\$2,295)	\$0	\$1,705	(\$2,295)
Road Grader Operator	\$14,006	\$14,700	\$12,598	(\$2,103)	\$6,000	\$18,598	\$3,898
Road Base	\$12,933	\$14,000	\$15,349	\$1,349	\$0	\$15,349	\$1,349
<i>BHRA Road Expense Subtotal</i>	<i>\$28,311</i>	<i>\$32,700</i>	<i>\$29,651</i>	<i>(\$3,049)</i>	<i>\$6,000</i>	<i>\$35,651</i>	<i>\$5,247</i>
<i>Expense Subtotal</i>	<i>\$35,784</i>	<i>\$34,700</i>	<i>\$33,778</i>	<i>(\$922)</i>		<i>\$40,278</i>	<i>\$5,578</i>
Dues & Late Fees	\$30,410	\$29,700	\$41,890	\$12,190	\$0	\$41,890	\$12,190
Emergency Donations	\$2,175	\$0	\$0	\$0	\$0	\$0	\$0
Interest	\$1	\$1	\$0	(\$1)	\$0	\$1	(\$0)
Grant Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remote Control Sales	\$16	\$0	\$112	\$112	\$0	\$112	\$112
Homeowner Road Reimburse/Donation	\$3,950	\$0	\$3,000	\$3,000	\$0	\$3,000	\$3,000
Miscellaneous	\$0	\$0	\$4	\$4	\$0	\$4	\$4
Transfer from Savings/Emergency Acct	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Income Subtotal</i>	<i>\$36,552</i>	<i>\$29,701</i>	<i>\$45,006</i>	<i>\$15,305</i>		<i>\$45,007</i>	<i>\$15,306</i>
Checking Cash Flow Balance	\$767	(\$4,999)	\$11,229			\$4,728	

NOTES

Dues mail ballot

Zoom account 2022-23

Raccoon Ct donation spread in July project

Expected remaining road grading/ditchwork/materials total

\*Expected expense should leave <\$500 ending balance

Dues total includes \$10,849 from 11-years (2011-22) of dues/fees/interest from delinquent property estate.

Dues total also includes undesignated donations.

No outstanding dues delinquencies!

**BHRA ASSET SUMMARY**

A	B	C	D	E	F	G	H
Category	2021 Actual Ending Balance	2022 Budgeted Ending Balance	2022 Actual Balance to Date			2021 Projected Ending Balance*	
BHRA Checking Balance Available	\$5,978	\$979	\$17,206			\$10,706	
BHRA Savings Balance	\$5,007	\$5,008	\$5,007			\$5,007	
<i>Total Assets</i>	<i>\$10,984</i>	<i>\$5,986</i>	<i>\$22,213</i>			<i>\$15,713</i>	

\*Target is <\$500 to avoid bank fee.

## TWO REEG PROPOSALS FOR POSSIBLE ACTION (11-18-22)

### **PURCHASE AN 8.5' ROAD GROOM PULL-BEHIND ROAD GRADING IMPLEMENT FOR ABOUT \$15K TO BE OPERATED BY BHRA BOARD-APPROVED RESIDENT(S) IN OPTIMAL WEATHER BETWEEN 2-3 REGULAR MOTOR-GRADINGS**

1. Approval: Association membership must approve the capital expenditure to purchase the Road Groom by a 2/3 vote of those responding to a mail ballot (Bylaws, Article II, Section 6b).
2. Cost/Financing:
  - A. We currently have about \$17K in checking, \$5K in savings, for a total of about \$22K. The invoice for November grading (\$5-6K?) is our only outstanding obligation for 2022.
  - B. If necessary, we could add a special one-time assessment of \$100-\$125/membership (additional total \$6,700-\$8,375) to the mail ballot to approve the purchase.
  - C. Maintenance: With or without insurance, BHRA would need to budget an additional annual amount (\$1-2K?) for maintenance.
  - D. The BHRA Board may pay an authorized non-volunteer operator to use the Road Groom at some pre-determined rate of compensation.
3. Insurance:
  - A. We would need to decide if we wanted to insure the equipment to cover damage to the Road Groom or simply budget those costs as regular maintenance.
  - B. Any damage insurance to the Road Groom could not be through our existing BHRA liability policy – we'd need to insure with a specialized policy. (The gate as a stationary object is insured for \$10K through our existing policy.)
  - C. Liability insurance on the towing vehicle would be the responsibility of the owner of the vehicle (see 4B below).
4. Board Responsibilities:
  - A. The BHRA Vice President would be responsible for authorizing each use (Bylaws, Article II, Section 6d, subject to B-C below); scheduling authorized operators (see B below); and maintaining accurate records of each use (date/time, operator, areas groomed, weather conditions, any issues, etc).
  - B. The BHRA Board would approve a list of authorized operators who:
    - Are Association members or (?) live on or near the mountain.
    - Have experience or been trained to use the Road Groom equipment.
    - Annually provide proof of adequate insurance (\$500K) on the towing vehicle AND sign an updated "Hold Harmless" agreement (attached).
  - C. The BHRA Board will designate specific Association member(s) who will (a) store the equipment; and (b) take responsibility for maintaining the equipment and arranging necessary and timely repairs.

### **HIRE THE OWNER OF A 10' PULL-BEHIND BOX GRADER OR 8.5' PULL-BEHIND ROAD GROOM TO SMOOTH THE ROAD IN OPTIMAL WEATHER BETWEEN 2-3 REGULAR MOTOR-GRADINGS**

5. Approval: The BHRA Board is authorized to enter into reasonable contracts (Bylaws, Article II, Section 6). No Association approval is necessary.
6. Cost/Financing:
  - A. Expenditure would come out of the regular annual budget.
  - B. Cost of use for 7 monthly 8-hr gradings/yr:
    - **Box Grader:** \$3,920/yr – Approximately \$70 per hour inclusive of implement, pull vehicle, operator, fuel and all incidentals (subject to inflation).
    - **Road Groom:** \$6,720/yr – Approximately \$120/hr inclusive of implement, pull vehicle, operator, fuel and all incidentals (subject to inflation). A multiple-year contract between BHRA and the equipment owner may be required.
  - C. Maintenance and storage of the box grader/Road Groom and the towing vehicle(s) would be the responsibility of the owner of the box grader/Road Groom and vehicle(s) respectively.
  - D. The owner of the box grader/Road Groom would be responsible for arranging, and paying if necessary, the authorized operator(s) (see 8B below) of the equipment for each grading.
7. Insurance:
  - A. Liability and damage insurance to the box grader/Road Groom would be the responsibility of the owner.
  - B. The operator of the towing vehicle would provide proof of adequate insurance (\$500K) on the towing vehicle AND sign an updated "Hold Harmless" agreement.
8. Board Responsibilities:
  - A. The BHRA Vice President would be responsible for authorizing each use (Bylaws, Article II, Section 6d, subject to B below) and maintaining accurate records of each use of the box grader/Road Groom (date/time, operator, areas groomed, weather conditions, any issues, etc).
  - B. The owner of the box grader/Road Groom and the BHRA Board would jointly approve a list of authorized operators who:
    - Are Association members or (?) live on or near the mountain.
    - Have experience or been trained to use the box grader/Road Groom equipment.
    - Annually provide proof of adequate insurance (\$500K) on the towing vehicle AND sign an updated "Hold Harmless" agreement (attached).

## Buckskin Heights Road Association HOLD HARMLESS AGREEMENT

This HOLD HARMLESS AGREEMENT (the "Agreement") is made as of [REDACTED] (the "Effective Date") by and between Buckskin Heights Road Association (the "Indemnitee"), located at PO Box 352, Masonville, Colorado 80541, and John/Mary Doe (the "Indemnifier"), located at [REDACTED] Loveland, Colorado 80538. The Indemnitee and Indemnifier may be referred to individually as the "Party", or collectively, the "Parties".

### RECITALS

WHEREAS, the Indemnifier desires to hold harmless and indemnify the Indemnitee from all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses that may result from the indemnitee's participation in the activity defined in Section 1.7; and WHEREAS, Indemnitee desires indemnity against all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses that may result from the Indemnitee's participation in the activity defined in section 1.07.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### SECTION 1: DEFINITIONS AND INTERPRETATIONS

- 1.1 Words in the singular shall include the plural and vice versa.
- 1.2 A reference to one gender shall include a reference to the other genders.
- 1.3 A reference to writing or written includes e-mail.
- 1.4 Any obligation in this Agreement on a Party not to do something includes an obligation not to agree or allow that thing to be done.
- 1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 References to sections or clauses are to the sections or clauses of this Agreement.

1.7 "Activity" shall mean: Grading, smoothing, excavating or other work done to improve the surface and/or drainage of private roads managed by the Buckskin Heights Road Association (B-HRA Indemnitee) using equipment rented for that purpose by B-HRA or owned by the Indemnifier.

agreement binding on such Party and enforceable in accordance with its terms.

3.2 Amendment. This Agreement may only be changed or supplemented by a written amendment, signed by authorized representatives of each Party.

3.3 Waiver. The waiver of any breach or violation of any term or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition.

3.4 No waiver of any right or remedy under this Agreement shall be effective unless made in writing and executed by the Party so to be charged. The rights and remedies of the Parties to this Agreement are cumulative and not alternative.

3.5 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties, replacing all other written and/or previous agreements.

3.6 Severability. The Parties acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

3.7 Governing Laws. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of [REDACTED].

3.8 THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all Parties agree to all of the aforementioned terms, conditions and policies.

[REDACTED], President

Buckskin Heights Road Association

Date Signed

John/Mary Doe

Date Signed

Colorado, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Colorado shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

3.7 Effect of Title and Headings. The title of the Agreement and the headings of its Sections are included for convenience and shall not affect the meaning of the Agreement or the Section.

3.8 Attorney's Fees. If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding. The term "prevailing party" shall mean the party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court.

3.9 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns.

3.10 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

3.11 Counterparts. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.