



Approved 02/20/18

**BATTLEMENT MESA SERVICE ASSOCIATION
REGULAR MEETING OF THE BOARD OF DIRECTORS
JANUARY 16, 2018**

Present:	Laurel Koning Bob Arrington John Shepherd Eric Schmela Al Reuter John Constine Robert Gross John Keller Joel Toomey Dianna Arnett Amy Provstgaard	President, Battlement Creek Village Vice President, Willow Creek Village Sec/Treasurer, Canyon View Village Declarant, Battlement Mesa Partners Director, First Eagle's Point Director, Mesa Ridge Townhomes Director, RHP Properties Director, The Reserve Director, Stone Ridge Village Director, Tamarisk Meadows Director, Tamarisk Village
Absent Board Members:	John Johnson Brad Hoy	Director, Monument Creek Village Director, Valley View Village
Also Present:	Steve Rippy Amie Martin David Firmin	Association Manager Administrative Assistant BMSA Attorney
Community Members Present:	Keith Sheppelman	

OWNERS OPEN FORUM

None

CALL TO ORDER

Director Koning called the meeting to order at 9:05 am.

DISCLOSURE OF CONFLICT

None

KIRBY WYNN-GARFIELD COUNTY OIL & GAS LIAISON

No report.

WELCOME NEW BOARD MEMBER

Director Koning welcomed new Board Member Robert Gross with RHP Properties. Director Gross will represent Saddleback Village, Tamarisk Village Flg 2 and Monument RV.

DECEMBER 19, 2017 MEETING MINUTES

A motion was made by Director Constine and seconded by Director Arrington to approve the December 19, 2017 regular meeting minutes with a correction. The motion carried unanimously.

FINANCIAL REPORTS

A motion was made by Director Toomey and seconded by Director Provstgaard to approve the December 2017 financial statements; subject to audit. The motion carried unanimously.

COMMITTEE REPORTS

Finance Committee-See attached written report.

Architectural Committee-See attached written report.

Covenant Control Committee-See attached written reports.

Oil & Gas Committee-No written report.

Parks, Open Space & Trails Committee-No written report.

Associated Governments of Northwest Colorado-See attached reports.

Energy Advisory Board-No written report.

MANAGER REPORT

See attached written report.

Director Koning reported that Gerald Cook from Dependable Waste, BMSA's trash contractor, has been charging \$15 per month per trash can for approximately 10 years. Mr. Cook informed association manager Mr. Rippy that Dependable Waste needs to charge \$2 more per trashcan per month.

Mr. Rippy reported that after speaking with Mr. Cook they agreed to change the price to \$16 per trashcan per month from \$15 for a one year contract. They will reevaluate the price before the 2019 budget process.

A motion was made by Director Keller and seconded by Director Reuter to approve a contract with Dependable Waste for trash service for \$16 per trashcan per month for a one year contract. The motion carried unanimously.

DEVELOPER REPORT

Declarant Schmela reported that RHP Properties has terminated Battlement Mesa Company's maintenance services to begin February 1, 2018. BMC will retain most employees through February 28, 2018 to complete a few projects then BMC will only retain 2 employees to maintain the rest of the BMC's properties.

Declarant Schmela reported that Moo's Restaurant in the Saddleback Village Convenience Center is schedule to open in February.

Declarant Schmela reported that In & Out Driving School has rented an office at the Saddleback Village Convenience Center and is scheduled to open in March.

Declarant Schmela reported that URSA has received approval from the Garfield County Board of County Commissioners and the COGCC for the L & F Pads in their Phase II application. COGCC is still reviewing the application for the A Pad.

NEW BUSINESS

Capital Contributions Resolution

A motion was made by Declarant Schmela and seconded by Director Constine to approve the capital contributions resolution as submitted. The motion carried unanimously.

OLD BUSINESS

RHP Properties-Discuss Village Signs

Director Gross explained that RHP Properties would like to get the process moving for placing new signs for Saddleback Village, Tamarisk Village Flg 2 and Monument RV and handed out samples of the language they would like on these 3 village signs. Director Gross explained that RHP Properties would pay any extra costs for the extra wording on the signs.

Director Shepherd suggested the Director Gross meet with the sign sub-committee to review his request and then come back to the Board of Directors with recommendations.

Street Light Poles

Declarant Schmela stated that BMC would sell BMSA the current bulk of the street light poles and fixtures for \$40,000 which is down from the \$75,000 initial offer. Declarant Schmela stated there are approximately 100 poles and fixtures and they would not charge us for any poles over the 100 and they will also store the poles and fixtures at no cost.

A motion was made by Director Arrington and seconded by Director Reuter to purchase 100 street light poles and fixtures from Battlement Mesa Company for \$40,000. Also, BMC will not charge BMSA for storing the poles & fixtures. The motion carried with Declarant Schmela abstaining.

Flag Poles

Director Koning reported that she attended the Parachute/Battlement Mesa Park & Recreation District Board of Directors meeting and asked the Board if BMSA provides 2 sets of flags for the flag poles will they install them. The PBMPRD agreed to install 2 sets of flags that the BMSA will provide per year.

OTHER BUSINESS

Director Koning reported that the Parachute/Battlement Mesa Chamber of Commerce has disbanded. They are going under an umbrella with Rifle and Silt.

UNRESOLVED/WORKING ITEMS

Director Koning reviewed the unresolved/working items report.

HEARING

24 Larkspur Place

Mr. Rippy reported that he had received an email from Bill Stroop, that due to illness, he would be unable to attend the hearing concerning 24 Larkspur Place and requested that it be rescheduled to the February meeting of the BMSA Board of Directors.

BMSA attorney, David Firmin with Hindman Sanchez, informed the Board they could reschedule the hearing, move forward with the hearing and make a decision or move forward with the hearing and continue it until the February meeting to allow Mr. Stroop to provide testimony and information.

The Board of Directors agreed to move forward with the hearing at this time and continue the hearing until the February meeting to allow Mr. Stroop an opportunity to participate.

Director Koning asked Mr. Rippy to present information related to the violations associated with the violations issued to 24 Larkspur Place.

Mr. Rippy reported that the violations were issued in reference to a recreational/oversized vehicle parked in the driveway of the identified property. The parking of the vehicle is a violation of the BMSA Declaration of Covenants, Conditions and Restrictions under Article VIII, Section 8.16 as amended under 8.16 (a)(i) of the Eighth Amendment dated September 20, 2011.

On November 21, 2017 a letter was sent to Thomas and Marianne Stroop, in care of Bill Stroop, advising that a violation had been reported of a recreational/oversized vehicle parked in the driveway of the residence located at 24 Larkspur Place. The letter advised that the vehicle was in violation of the BMSA covenants and a copy of the Eight Amendment to the Covenants which includes the language specific to the violation was attached. This letter was intended to advise Mr. Stroop of the covenants and was not an official letter of violation.

On November 30, 2017 Mr. Stroop arrived at the BMSA offices and discussed the letter dated November 21, 2017 with Mr. Rippy. The discussion did not reach a resolution.

Upon continued recognition of the recreational/oversized vehicle parked in the driveway at the identified property a 1st letter of warning violation was issued on December 4, 2017 in response to the vehicle parked at the residence on November 27, 2017. After confirming the vehicle continued to be parked at the residence on December 19, 2017 a 2nd Letter of violation, with a \$50 fine, was issued December 20, 2017.

On January 4, 2018 Mr. Stroop, after receiving the 2nd letter of violation, requested a hearing to appeal the violations. Based upon Mr. Stroop's request a hearing was scheduled for January 16, 2018.

Mr. Rippy reported that he had declined to assess additional violations and fines in light of the request for a hearing by Mr. Stroop.

Mr. Rippy reported that Mr. Stroop had expressed that the vehicle is his daily commuter vehicle and it qualifies as a van rather than a recreational vehicle. Mr. Stroop also stated that he used the vehicle for traveling and also utilizes it for camping. The vehicle is equipped with attachments on the roof for carrying kayaks and canoes and is also equipped with a large carrying device for his bicycle on the back of the vehicle.

Mr. Rippy reported that he researched the specifications of this model vehicle on-line and found that this type of vehicle has a height of 110.5" which exceeds the 100" height limit of the covenants. The length of the vehicle is 25' without the carrying device for the bicycle, with the carrying device attached the length exceeds the covenant limit of 25'. Further review of this model vehicle indicates that it can be equipped with a refrigerator, microwave oven, heat plate, bathroom (stool & sink) and sofa with fold out bed. Mr. Stroop did not indicate whether the vehicle was equipped with any of these fixtures or equipment.

Mr. Rippy reported that he has exchanged a large volume of emails with Mr. Stroop prior to today's hearing concerning the parking of the vehicle at the residence. Based upon the communication via those emails Mr. Rippy stated that Mr. Stroop expressed the vehicle had been parked at the residence for approximately 220 days during 2016 and 2017 and no violations were issued by the covenant compliance employees and the employees must have seen the vehicle parked at the location, and therefore, the BMSA has voluntarily waived the right to enforce.

In addition Mr. Stroop expressed that the covenant relating to recreational vehicles is inherently ambiguous because of failure to define the term. He further expressed that the covenants are enforceable in circumstances where it is clear that the vehicle is a recreational vehicle. However, where the definition is ambiguous when applied to a certain vehicle, then it should not be enforced and it may be unenforceable.

Mr. Stroop also expressed that the vehicle was not oversized but provided no information as to the size of the vehicle.

BMSA Attorney, David Firmin stated that there is no voluntary waiver of enforcement as the covenant violation is cured each time the vehicle is moved and becomes a new violation each time it is returned and parked again.

Director Arrington stated that his understanding to qualify under the "grandfather clause" (voluntary waiver of right to enforce) the violation would have to occur over the period of one year without notice of violation and 220 days does not qualify as a year. Mr. Firmin clarified that the violation would have to be continuous, without cure, and in this particular instance the voluntary waiver of right to enforce does not apply.

Director Shepherd stated that the owners of the property were Thomas and Marianne Stroop. Thomas Stroop had been ill for sometime prior to his passing and his son Bill Stroop had been in and out of the property with his vehicle during his father's illness. Because of the sensitivity of having to deal with the father's illness and passing the vehicle was tolerated by the neighbors. After Thomas passed his wife Marianne became ill and eventually moved out of the home to a nursing home. Bill has now began staying at the property on a regular basis and the neighbors are unhappy that he continues to park the vehicle at the residence.

The Board directed Mr. Rippy to continue the violation process on the vehicle until the continuation of the hearing in February.

ADJOURNMENT

The meeting adjourned at 11:00 am.