

Anchorage Condominium Association Action Without Meeting of Executive Board

Date: 9/27/2022

The Anchorage Condominium Association Board of Directors may, pursuant to CRS 7-128-202, take action outside of a meeting. The proposed action has the same effect as an action taken at a meeting of the Board and all writings made pursuant to this section shall be filed with the minutes of the meetings of the Board. This action will be formally ratified at the next Board meeting.

On 9/23/22 Ken Richardson made the following motion which was seconded by Kathy Martinez. The snow removal agreement is attached for reference.

MOTION

“Motion to approve the snow plow bid.”

Each member of the Board may, until 5:00 pm on Friday September 30th, vote in writing, including electronic facsimile or e-mail communications transmitted to the Association, to **approve** or **disapprove** the action to be taken as set forth below in the Resolution, vote to **abstain**, or **request in writing that a meeting should be held** to address any or all of such issues.

Failure to respond by 5:00 pm on Friday September 30th, will have the same effect as abstaining in writing.

Votes can be sent to the association via email to, kcarson@srgsummit.com with copy to the Anchorage Condominium Board of Directors.

AGREEMENT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of September 2022, for Snow Removal Services by and between Anchorage East Condominium Assoc (ACE) and High Altitude Plowing Services LLC (HAPS). Anchorage East Condominiums Assoc and High Altitude Plowing Services LLC are hereafter sometimes jointly referred to as the Parties.

Anchorage East Condominiums Assoc desires to engage the services of High Altitude Plowing Services, LLC in the capacity of an independent contractor for snow removal services and High Altitude Plowing Services, LLC desires to perform such services on the following terms and conditions.

NOW, Therefore, inconsideration of the mutual covenants, restrictions and conditions hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and Parties agree as follows.

1. **Term** - This Agreement shall commence on or about November 1, 2022 and shall terminate no later than April 30, 2023.

2. **Duties**

High Altitude Plowing Services, LLC shall provide snow removal services from accessible areas of parking lots and roadways as designated by Anchorage East Condominiums Assoc under the following guidelines. Accessible areas are defined as all areas that can be reached by Snowplows with a minimum of fifteen feet between two stationary objects.

Plowing will be performed whenever overnight snowfall meets or exceeds 2 inches or as requested by the client. Should it begin snowing during business hours, HAPS will do its best to keep all traffic lanes open and passable and will return the following day completely plow and clean everything up.

B. To minimize potential damages resulting from plowing, Anchorage East Condominiums Assoc will provide personnel with sufficient knowledge of the property to properly to mark potential obstructions. Any snow removal damage resulting from hitting hidden obstructions will not be the responsibility High Altitude Plowing Services, LLC. It is further agreed that Anchorage East Condominiums Assoc will provide a list of damages to High Altitude Plowing Services, LLC no later than June 1st. All repairs shall be completed, or an agreed plan for completion, shall be reached by July 1st.

3. **Compensation** - For all services rendered pursuant to this Agreement Anchorage East Condominiums Assoc agrees to pay as follows.

The minimum amount due to High Altitude Plowing Services, LLC for services rendered is \$4,800.00 payable at \$800.00 per month beginning November 1st and continuing until all sums due under this agreement for that season have been satisfied. It is further understood that this is a guaranteed annual minimum, regardless of how much snow is actually removed during the term of this agreement.

All worked performed and billed, with the exception of trucking, which is billed at cost, will be first applied to the guaranteed minimum. Once the guaranteed minimum has been exhausted, bills for additional work will be presented on the first of every month and will be due and payable by the 15th of the following month.

All services will be billed at the rate of \$235.00 per hour worked.

Normal business hours for HAPS are 7 days a week from 5 am until 4 pm. Services are available 24 hours; however additional charges will apply for after hours work.

Our rates are based on Diesel fuel costs of \$3.75 per gallon. Should fuel prices increase above this cost during the term of the agreement, then High Altitude Plowing Services, LLC may add a fuel surcharge to its hourly rate. The fuel surcharge is based on our equipment burning 10 gallons of fuel per hour. For each 10-cent increase in fuel costs, we add \$1.00 to our hourly rates and prorate the per plow rate.

Trucking of snow is done at cost. That is, whatever the trucker charges us, we pass this cost on at no additional markup.

5. **DEFAULT** - If either party shall fail to promptly do any of the things required of it hereunder, then either party, after giving ten (10) days written notice of said default may declare this Agreement in default and unless such default is cured within ten (10) days may declare this agreement null and void.

6. **INSURANCE** - High Altitude Plowing Services, LLC shall, during the term of this Agreement or any renewals or extensions hereof maintain at High Altitude Plowing Services, LLC's sole cost, the following types of insurance coverage:

A. Automobile Liability Insurance - coverage in the minimum amount of \$1,000,000.00

B. Comprehensive Liability Insurance - coverage in the minimum amount of \$1,000,000.00 per occurrence and 2,000,000.00 aggregate.

C. Worker's compensation and Employer's Liability - High Altitude Plowing Services, LLC shall provide and maintain for all of High Altitude Plowing Services, LLC employee's worker's compensation insurance and other such compensation provisions for High Altitude Plowing Services, LLC employees as may be required by Colorado law and by pertinent statutes. High Altitude Plowing Services, LLC agrees to indemnify Anchorage East Condominiums Assoc for any loss resulting from High Altitude Plowing Services, LLC's failure to obtain or maintain proper workers compensation insurance as required by this subparagraph.

7. Assignment - This Agreement may not be assigned by either party without the express consent of the other party. Any attempt of assignment in violation of this provision shall be deemed null and void and of no effect.

8. Miscellaneous.

A. Choice of Law - This agreement has been made and entered into in the State of Colorado and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder.

B. Entire Agreement - This Agreement states the entire agreement and understanding of the Parties and may not be altered or amended except by an instrument in writing signed by the Parties hereto.

C. Successors - If this Agreement is assigned pursuant to paragraph 6 hereof, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of both parties or either Party hereto.

9. Arbitration - In the event any controversy or difference shall arise between the Parties hereto with respect to the interpretation or effect of this Agreement or any provision thereof, then each and every such controversy or difference shall be submitted to and settled by arbitration in accordance with the rules then in effect with the American Arbitration Association then pertaining in the State of Colorado. Any judgment upon the award rendered may be entered in any court having jurisdiction thereof. All arbitration proceedings hereunder shall be conducted in Summit County Colorado. It is understood that the administration costs of the arbitration procedure shall be borne equally by both parties.

Anchorage East Condominiums Assoc

High Altitude Plowing Services,
LLC

Thomas M Hill 9-1-2022

By: _____ Date _____