

## ROAM METROPOLITAN DISTRICT NOS. 1, 2 & 3

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 800-741-3254  
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<http://roammd1-3.colorado.gov>

### NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Chip Besse	President	2022/May 2022
Jolene Larson	Treasurer	2022/May 2022
Robert Cyman	Secretary	2022/May 2022
<b>VACANT</b>		2023/May 2023
<b>VACANT</b>		2023/May 2023

DATE: April 19, 2022

TIME: 11:00 a.m.

PLACE: To access the meeting remotely, attendance via Zoom use the following information below:

<https://us02web.zoom.us/j/83969406622?pwd=eUg5aHo0Z3VrZ1F0VIRDmWp0UjNtQT09>

**Phone:** 1 (253) 215-8782

**Meeting ID:** 839 6940 6622

**Passcode:** 425015

**One tap mobile:** +12532158782,,83969406622#

#### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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B. Approve Agenda; confirm location of the meeting and posting of meeting notices.

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#### II. PUBLIC COMMENT

A. Members of the public may express their views to the Board on matters that affect the Districts. Comments will be limited to three (3) minutes per person.

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#### III. FINANCIAL MATTERS

A. \_\_\_\_\_

#### IV. LEGAL MATTERS

A. \_\_\_\_\_

V. CAPITAL PROJECTS/OPERATIONS AND MAINTENANCE MATTERS

- A. Review and consider approval of proposals for property management services (enclosures).
- 

- B. Consider Change Order No. 1 to Roam Cabins Phase 1 Contract with Mountain States Snowcats in the amount of \$3,225 (enclosure).
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VI. OTHER MATTERS

- A. \_\_\_\_\_

- VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 24, 2021.**

Roam Metropolitan District No. 1  
 Property and Community Management Proposals  
 4/1/22

	<u>Allegiant</u>	<u>BVM</u>	<u>CMC</u>
Monthly management fee	n/a	\$ 4,500	n/a
Labor basic rate	\$57/hr	\$40/hr	\$50/hr
Semi-skilled rate	\$65/hr	\$65/hr	\$75/hr
Technical rate	\$110/hr	\$95/hr	\$150/hr
Property management services	\$100/hr		
Association manager	\$130/hr		\$125/\$150/hr

Allegiant Pros/Cons

65 associations, 32 employees  
 60 day termination notice  
 manages some large associations

BVM Pros/Cons

30 associations

CMC

36 associations, 50 employees  
 in-house resources  
 retainer/time & materials for first year



P. O. Box 66  
78884 US Hwy 40  
Winter Park, CO 80482  
Phone: 970-726-5701

April 1, 2022

Dear Jim Ruthven, Blake Johnson and Roam Metropolitan District No. 1,

We are very excited to submit a proposal for the management of the Roam Winter Park property. With over 35 years in the property management business, Allegiant is well versed in the needs of homeowners and associations located in Grand County.

#### Our History

Allegiant Management was founded in 1984 in Winter Park, Colorado as small and locally owned family-business. Our service roots are in property management; including community association management, timeshares and short-term vacation rentals. Although we were in the short-term rental and timeshare business for over 30 years and clearly understand the complexities of this field, we chose to stop providing those services to focus our efforts on our passion; exceptional Association Management.

Now, we exclusively focus on excellence in Community Association Management - managing roughly 65 associations throughout Grand County. Allegiant manages some of the largest and most prestigious Associations in the County, including Rendezvous, Lakota, Grand Park and Granby Ranch. Allegiant has 32 locally-based employees across Property Management, Maintenance, Accounting, Information Technology and Janitorial services.

#### Why Local Is Critical

In a county of less than 15,000 people – relationships and reputation mean everything. Allegiant proudly manages hundreds of relationships with contractors, developers and small-businesses within Grand County that help us maintain the beauty and value of our properties.

When managing the on-site needs of our properties, many projects are done with our qualified in-house staff and equipment; while large-scale projects such as painting and roof replacement are executed by outside contractors. We have developed an extensive list of preferred local and Denver contractors that provide prompt and high-quality service at favorable prices, due to Allegiant's buying power and economies of scale across our Associations.

Allegiant is based out of the Clocktower Building in Winter Park, just down the street from the Roam development. For both day-to-day operating needs and emergencies, we know that full-time support within a 5-minute drive is critical to support the needs of the community.

Allegiant also has long-standing relationships with the Town of Winter Park, and regularly has a presence in the bi-monthly planning commission meetings. We have a close working partnership with Town for seamlessly handling design reviews and new construction.

#### Our Process

As anyone in Grand County will tell you, one of the most critical components of Association Management is the ability to secure and manage contractors for major projects. Allegiant has an established, professional workflow process for project management. A typical project would include the following steps:

- An engineering assessment is conducted with a resulting opinion letter, if needed
- A bid specifications document and an engagement letter are drafted, outlining the project needs and response format (typically referenced as 'RFP for-bid')
- Distribute bids amongst selected contractors for consideration
- Receive and evaluate bids, contractor negotiation
- Coordinate with the Board for contractor selection, contract negotiations
- Draft and finalize a scope of work/project contract
- Daily or weekly property checks to oversee contractor work (varies by project/property)
- Daily or weekly updates to the Board and homeowners on project progress
- Start, Mid-point and closing project checks, property walks with contractor to identify outstanding items for punch list
- Confirmation of project completion and punchlist completion

### Our Portfolio

Allegiant manages Associations in Winter Park, Fraser, Tabernash, Granby and Grand Lake. Our portfolio is very diverse – from condos, to townhomes, to single-family homes to ranch estates. Our service offering is equally unique by property, with some of our Associations as small as 5 homeowners, while others have over 1,400 homeowners and robust association offerings like a private shuttle, clubhouse, events and extensive amenities. We customize our offerings based on the specific needs and priorities of each Association and Property. With Roam's one-of-a-kind master plan, we would partner closely with the Development and Sales teams at Devil's Thumb, to ensure the Community is well maintained and that the Association operates as a resource and selling-point for prospective and new homeowners. Roam will be an exclusive, beautiful and unique community with its in-town homes, river and meadow lots and custom mountain homes just a skip from the Resort. We see Roam as an incredible fit with our existing bread & butter services, and we are excited at the prospect of Allegiant and Roam growing together, with the long-term buildout of the community.

Our Management Team, Tim, Erica, and Jeff; all are deeply involved in the day-to-day operations of the company and each manage a portfolio of properties themselves, in addition to serving as oversight and point of escalation for others. Between Managing Partners and our Senior Property Managers – they each manage an average of 10-15 associations, with the support of an Assistant. It's challenging to summarize the workload of a Property Manager, because the needs of our Associations are so disparate, but we carefully weigh more granular details like the number of units, frequency of meetings, number of projects, ongoing inspections and structure of the Association – when evaluating the workload.

### Your Team

The Property Management team at Allegiant includes:

Erica Fransen – Certified Manager of Community Associations, CMCA© License, Association Manager Specialist, AMS© License

Jeff Fransen – Managing Partner

Tim Hartmann – Community Association Manager, CAM® License

Jack Buchheister - Certified Manager of Community Associations, CMCA© License, PCAM©, Professional Community Association Manager Qualified

Michelle Franz - Certified Manager of Community Associations, CMCA© License

Debbie Briggs - Certified Manager of Community Associations, CMCA© License

Suzannah Macleod - Certified Manager of Community Associations, CMCA© License

Danielle Segó - Certified Manager of Community Associations, CMCA© License

Sarah Thackston – Assistant Property Manager

Brigitte Blois – Assistant Property Manager

### Our Working Style

Allegiant sees our role as the listener, facilitator, educator, project-manager and communication hub for homeowners - to ensure the vision of the Community set by the Board is fulfilled. We are ultimately here to take your direction, but also to guide you on best practices in property management and the legal and fiscal operations of an Association. Specifically, with a new Association – Allegiant excels at helping establish the governing documents and ways of working for the Community, that helps set-up the Association for success long-term.

We operate as a partner to the Board and believe strongly that transparency and trust are critical to the relationship. For most, a home is the largest investment and the most expensive purchase an individual will ever make in their lifetime. We realize the tremendous responsibility we have in maintaining the value and safety of your homes. In working with something as complex as a Community Association's, we also see communication, on both sides, as a foundational need from day 1.

### Insurance Carried

Allegiant is fully covered for both external and internal events and a summary of coverage is below:

- |                              |             |
|------------------------------|-------------|
| • Commercial Umbrella Policy | \$2,000,000 |
| • General Liability/Crime    | \$2,000,000 |
| • Auto Liability             | \$1,000,000 |
| • Auto Insurance             | \$1,000,000 |
| • Workers Comp               | \$500,000   |

### Pricing

Allegiant is proposing an hourly fee structure for the Management & Accounting services for Roam Winter Park's Association. The current rate card is in the attached sample contract. This structure allows for flexible ramping up of services and scope as the association continues to build out and add more neighborhoods and different types of homes. Allegiant of course works to manage within desired budgets and expenses.

### Examples of currently managed Associations (non-exhaustive)

- Rendezvous Community Association and all sub-Associations
- Grand Park and all sub-Associations
- Granby Ranch, Silvercreek Master, Base Camp and sub-Associations/neighborhoods
- Lakota and all sub-Associations/neighborhoods
- C Lazy U owners Associations
- Ouray Ranch and all sub-Associations
- Pole Creek Valley and Coyote Creek sub-Association
- Lakota East
- Bridgers Cache
- Legacy Park Ranch
- Leland Creek
- Trademark Condominiums and Trademark II
- Winter Park Place

References

Patrick Boyd

Board President at Lakota Owner's Association

[pkboyd22@gmail.com](mailto:pkboyd22@gmail.com), 720-252-8651

Paul Novak,

Board President of Base Camp One Owners Association in Granby Ranch

[paulfn1972@gmail.com](mailto:paulfn1972@gmail.com), 720-323-6808

Allegiant looks forward to opportunity to present our services to the board should you wish to continue.

Sincerely,

Erica Fransen, Jeff Fransen, Tim Hartmann

Your Management Team at Allegiant Management, LLC



[Allegiantmgmt.com](http://Allegiantmgmt.com)

Winter Park, Colorado

Office: 970.726.5701



## **Sample Association** (Hourly Contract)

THIS CONTRACT is by and between Allegiant Management, LLC, a Community Association Management company (CAM) (hereafter “Managing Agent”), and the Sample Association (hereafter the “Association”).

This Contract begins on **September 1, 2022** and shall be in full force and effect from and after that date until **December 31, 2024**, unless the Managing Agent or the Association cancels the Contract in the manner described herein.

This Contract affirms the delegation to the Managing Agent of powers granted to the Association by its Association Declaration. Any provision in this Contract inconsistent with the Association Declaration is null and void. Provisions in the Association Declaration govern the powers, duties and responsibilities of all parties.

The Association hereby engages Allegiant Management, LLC as the exclusive Managing Agent of the Sample Association in Grand County, Colorado, to use its best efforts in carrying out the duties and responsibilities described below:

### **FINANCIAL**

1. Collect and record all assessments from owners.
2. Provide follow-up on delinquent accounts.
3. File all liens and releases on behalf of the Association.
4. Act as liaison with legal counsel in foreclosure and quiet title actions on behalf of the Association.
5. Process the Association payables.
6. Prepare and distribute the financial statements to board members.
7. Prepare the annual budget.
8. Prepare and maintain the Reserve Analysis.
9. Act as liaison between Association and CPA for year-end financial reports, tax reports, and audit.
10. Maintain independent FDIC insured bank accounts (expenses are HOA responsibility)

### **ADMINISTRATIVE AND CLERICAL**

1. Attend meetings of the Board, the Association or the committees.
2. Provide minute transcription and distribution for all meetings.
3. Coordinate the annual meeting.
4. Maintain the membership roster.



5. Permanent retention of all Association records. Such duties shall include maintaining all books and records as required by the Colorado Revised Non-Profit Corporation Act ("Act"), and compliance with all provisions of the Act permitting inspection of the books and records by members of the Association.
6. Electronic safeguarding of Association's computerized records on mirrored hard drives and nightly back-ups and off-site storage of media.
7. Process transfer information upon resale. (Fees charged to the buyers/sellers)
8. Provide Association information in compliance with all provision of the Act and upon request by any owner.
9. Provide new Board member orientation if desired.
10. Provide all mailing, faxing, and copy services for Association business at fees noted below.
11. Prepare bid specifications and award contracts as exclusive agents for Association.
12. Maintain records of Association-owned rentals.
13. Act as liaison with the Association's attorney.
14. Act as liaison with local towns and governments.
15. Provide after-hour emergency assistance at one and one-half current labor rates.
16. Recording monthly work order details.
17. Assist the Board in developing and enforcing Association rules and regulations.
18. Perform an annual review of all Association insurance.
19. Provide all general correspondence required by the Association.
20. Supervision of all on-site personnel.
21. Administer all service and supply contracts as exclusive agent for Association.
22. Managing Agent carries a Workman's Compensation deductible as part of the insurance plan. Association agrees to reimburse any deductible amounts imposed due to any Workman's Compensation related injuries arising from staff dedicated to the Rendezvous Center Master Association and the Rendezvous Center Condominiums Association.

### **BUILDING MAINTENANCE**

(The following services are all provided either in-house by Managing Agent according to Allegiant Management LLC's Fee Schedule or by sub contractors hired by the Association through the Managing Agent)

1. Provide all janitorial services as desired.
2. Maintain any Association owned equipment.
3. Provide all repairs and maintenance.
4. Inspect all subcontracted performance.
5. Periodic property inspection.
6. Monitor roofs for preventative snow removal action.
7. Keep the exterior lighting operating and in good order.

## **GROUNDS MAINTENANCE**

(These services are all provided either in-house according to Allegiant Management LLC's fee schedule or by subcontractors hired by Managing Agent)

1. Keep the property free and clear of trash and litter.
2. Keep the streets and walkways clear and clean.
3. Maintain all landscaping elements.
4. Inspect subcontract performance.

## **SPECIAL PROJECT SERVICES**

(These services are all provided either in-house according to Allegiant Management LLC's fee schedule or by subcontractors hired by Managing Agent)

1. Association Online file management.
2. Title work on behalf of the Association.
3. Expert witness testimony or legal work.
4. Other research and management time.
5. Non-routine project administration and subcontractor supervision.
6. Process insurance claims for Association.
7. Design or Architecture review work
8. Forest management work

## **INDEMNIFICATION AND INSURANCE**

The Association hereby agrees to defend, indemnify and hold Managing Agent harmless from and against all actions, claims, allegations, liabilities, demands, damages, loss, attorney's fees, cost or expense of any nature whatsoever on claims asserted by third parties including but not limited to suits brought by individual member of the Association under "Act" when Association itself does not join in such suit, claim or demand. The scope of indemnification by Association shall include, but not be limited by the duties and responsibilities described above and can be related to the management of property by Managing Agent or the performance of any of the duties, obligations, or authorities by Managing Agent hereunder so long as the Managing Agent was using best efforts and in the course and scope of its duties hereunder. The Association agrees to provide an attorney to Managing Agent in the case of any suit, claim or action being commenced against Managing Agent. In the alternative Association and Managing Agent can agree that Managing Agent can hire their own counsel and in that case, the Association agrees to pay attorneys' fees and costs subject to a determination under this contact about the liability if any of the Managing Agent. In the event it is determined by a Court of competent jurisdiction that the Managing Agent or its employees were grossly negligent in carrying out the duties and responsibilities above and that gross negligence was the cause of actual damages to Association, then in that instance, the Association shall not be liable hereunder to indemnify the Managing Agent or its employees from any liability resulting there from, and the Association's duties hereunder shall be limited to the tender of defense. Notwithstanding, this provision shall not limit the duties under insurance coverage to the Managing Agent carried under any policies provided by the Association.

Subject to the provisions below on insurance coverage, the Managing Agent hereby agrees to defend, indemnify and hold the Association harmless from and against all actions, claims, allegations, liabilities, demands, damages, costs, loss, cost or expense of any nature whatsoever on claims successfully prosecuted by third parties based on gross negligence of the Managing Agent, and related to the management of property by the Managing Agent or the performance of any of the duties, obligations, or authorities by the Managing Agent hereunder.

The Association shall insure the property with commercial general liability insurance of not less than Two Million Dollars (\$2,000,000.00), including coverage for bodily injury, property damage, non-owned auto, and personal injury losses, and said insurance shall cover claims on an occurrence basis and have a broad form contractual liability endorsement (i) in amounts of not less than One Hundred Thousand Dollars (\$100,000.00) combined single limited coverage along with an excess liability policy of an additional One Hundred Thousand Dollars (\$100,000.00), or (ii) in the form and coverage amounts commonly carried by reasonable owners of properties similar in type, location and value, whichever is the greater. The Association agrees that it will not make any claim against or seek to recover from Managing Agent for any loss or damage to property or the Association, which is coverable by such insurance.

The Association agrees that at all times during the continuance of this Agreement all bodily injury, property damage and personal injury insurance carried by the Association on property shall, without cost to Managing Agent, extend to insure and indemnify Managing Agent, as well as the Association. Upon execution of this Agreement, the Association shall review the insurance coverage for property with said insurance broker to ensure its adequacy and compliance with this Agreement. Managing Agent shall not be responsible for obtaining insurance or for the type, amount or sufficiency of insurance coverage of property. By executing this Agreement, the Association instructs its liability insurer to issue an endorsement of such insurance coverage specifically naming Managing Agent as an insured for the full limits available to the named insured. Copies of all insurance coverages and endorsements required under this Agreement shall be delivered promptly to Managing Agent.

Managing Agent shall carry worker's compensation and employer's liability insurance of not less than One Million Dollars (\$1,000,000.00), including employer's non-owned auto liability insurance, at limits no less than that required by law. The Managing Agent shall comply with all local, state and federal laws and regulations, including minimum wage laws, applicable to any of its employees. The Managing Agent further agrees to defend and indemnify the Association from any and all claims, including all costs of defense, arising by reason of employment of any property employees. Managing Agent shall also carry Errors & Omissions and Crime Fidelity insurance according to the requirements of CCIOA.

#### **ADDITIONAL REPORTS**

A wide variety of additional reporting, both general and financial, are available beyond the monthly statements described here. These can be provided at the Board's direction at rates listed in the fee schedule.

#### **TERMINATION BY MANAGING AGENT OR HOMEOWNERS ASSOCIATION**

Managing Agent or Association may terminate this contract with or without cause with sixty (60) days written notice.

#### **NOTICE**

The Board agrees that it will notify Managing Agent of any problems with Managing Agent's performance of this Contract, as and when it becomes aware of the problem.

**RENEWAL**

This Contract may be extended at the end of its term by a simple renewal agreement stating the terms of the renewal and signed by the president, or a majority of the Board. If no deliberate action is taken on renewal the agreement is assumed to auto renew for subsequent yearly terms.

**ARBITRATION**

In the event of any dispute between the Association and Managing Agent concerning any provision of this Contract, such dispute shall be resolved through arbitration in accordance with the rules then in effect of the American Arbitration Association. Any award shall include legal fees to prevailing party.

**GOVERNING LAW**

This Contract shall be governed by the Laws of Colorado.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate in \_\_\_\_\_, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Allegiant Management, LLC

Sample Association, Inc.

By: \_\_\_\_\_  
Owner

By: \_\_\_\_\_  
President

**ALLEGIANT MANAGEMENT LLC**  
**FEE SCHEDULE HOA's**  
**Rates as of August 2021**

**LABOR CHARGES**

Janitorial labor	\$57.00 per hour
Housekeeping	\$57.00 per hour
General maintenance labor	\$57.00 per hour
Skilled maintenance	\$65.00 per hour
Plumbing/Electrical/Drywall	\$110.00 per hour
After hours work	Time and one-half applicable rate
Equipment fees	\$10.00 to \$20.00 per hour (snow blower, lawn mower, etc.)
Fuel surcharge	Included in above rates

Labor charges are billed in one quarter hour increments with a three-quarter hour minimum per property visit.

**ADMINISTRATIVE CHARGES AND MARK UP FEES (Per Contract)**

All association invoices will be paid directly from Association funds with no mark-ups. In any transaction where Allegiant is required to advance funds on client's behalf or purchase using Allegiants corporate credit card, cost plus 20% will apply.

Special projects, funded by the Association, where Allegiant provides subcontractor coordination and oversight are generally charged at cost plus 10%, but may be negotiated from there depending upon the scope of the project.

Postage - actual costs plus 10%

Telephone/fax - actual costs plus 10%

Copies at \$0.26 each, color at \$0.36

Annual statement coupon preparation \$5.00 each account

Statement for dues \$1.95 each

Zoom conference calls - \$25 per call

Mileage for travel for meetings and special projects at the IRS allowable reimbursement rate

**PROFESSIONAL AND SPECIAL PROJECT FEES**

Clerical	\$75.00 per hour
Accounting/bookkeeping	\$90.00 per hour
Project Management services	\$100.00 per hour
Property Manager services	\$100.00 per hour
Property Mgr services by CAM's/CMCA & above & Owners	\$130.00 per hour

Allegiant Management, LLC will review and update the fee schedule semi-annually and notify our clients accordingly if any fees are increased.



**PROPERTY AND BUSINESS MANAGEMENT**



## Table of Contents

<b>Company Profile .....</b>	<b>3</b>
Company Organization and Bios.....	4
<b>Property Management Function .....</b>	<b>5</b>
<b>Administrative Management Function.....</b>	<b>6</b>
<b>Current Properties.....</b>	<b>10</b>



*Slopeside Village*

## Company Profile

Beaver Village Management, LLC [BVM] is a single member LLC formed October 1, 2011, owned, and operated by Mark Johnson. Prior to that date, Mr. Johnson and his management team operated as Beaver Management Group. BMG was formed in 1989 and signed its first property management contract in 1992 with Beaver Village Association # One which is still in our portfolio. BVM now manages 30 homeowner associations throughout Winter Park & Fraser. *We know Winter Park-Fraser.* Our portfolio consists of a variety of properties of various size and age. BVM is solely a property management company to ensure no conflicts in short term rentals or real estate sales.

We emphasize the following areas,

- **Communication:** We communicate with HOA's / individuals. immediately. We provide 24/7 communication for emergencies. During the beginning of COVID we operated 24/7 for our homeowners and maintained a close vigilance of all properties.
- **Accountability:** Monthly reports outlining all activities that affect the HOA.
- **Checks & Balances:** Our systems provide checks and balances in reporting and maintenance activities.
- **Compliance:** Anna Pennell has a CAM license and Mark Johnson is a registered real estate broker. Both require continuing education and are subject to state audit. Business philosophy conforms to the Colorado Common Interest Ownership Act (CCIOA).

Some items to note in the following pages:

- A management fee that creates value.
- Experience and knowledge. We know the mountains and the Winter Park-Fraser area.
- Our entire company is conveniently located in Winter Park.
- We specialize in mountain management.
- The accounting team has been balancing HOA's for 8 years. Cumulative experience is 30+ years. Company policy is not to publish financial information unless all accounts are reconciled and balanced.
- The maintenance staff is available 24/7 and brings 50+ years of experience to you.
- Our maintenance team does not just respond to emergencies; they resolve them without contractor delays.





*Trailhead Lodges*

## **Company Organization and Bios**

### **Mark Johnson** 1983, President

- Bachelor of Science in Accounting from Canisius College
- *Colorado Real Estate Broker; Management Level since 1989*
- Charter member Winter Park Rotary, Past President & Rotarian of the Year

### **Anna Pennell** 2012, Director of Financial Operations

- Bachelor of Arts in Accounting with Distinction from Hendrix College
- Master of Arts in Accounting from Hendrix College
- Cash Management Specialist and Software Implementation Specialist
- *Community Association Manager*

### **Vern Pennell** 2011, Facilities and Operations Manager

- Bachelor of Science in Construction Management from Colorado State University
- *Registered General Contractor in Grand County*
- 20+ years' experience in carpentry and as a project manager
- Certified Pool Operator

## **Property Management Function**

BVM's company structure provides easy communication, accountability, and skilled resources for its property management clients.

To manage a varied portfolio, we emphasize having qualified, seasoned professionals on staff. This creates a strong communication line with homeowners and, just as important, eliminates the learning curve in technical situations. Our maintenance management team brings collectively 50+ years of experience to your HOA. No one in the Winter Park/Fraser Valley has made this type of a commitment to their staff.

Over the past 30 years, BVM has built and streamlined a work order system to give the best service to our clients. We recognize accurate and timely communication with the work orders is the most efficient tool for our properties. All work orders are categorized by skill and priority level before being assigned to one of our technicians. BVM will send progress updates for major projects. BVM sends an in-depth monthly packet outlining the months accomplishments. See attached.

BVM has a wide range of qualified contractors that we have worked with for the past 20 years. These relationships are there to give our clients the best service available for a reasonable price. Vendor negotiations are based on experience in their field, reputation/references, and ease of communication. Price is an important factor but not the sole component to a successful bid. Our staff is well qualified to monitor and supervise projects at the highest level. All outside contractors are required to present accurate insurance and relevant licensing to bid on our HOAs' projects with no exceptions. Please note by policy, *BVM only presents direct billing to the HOA from its vendors with no markup in between.* The process of obtaining and reviewing major project bids is part of the monthly management fee.

## **Administrative Management Function**

BVM has a three-tier system of accountability for accounting: the property accountant, Manager, and Board President. All final reports are reviewed by the President prior to presentation to the Board. All three individuals are knowledgeable and capable to respond or present reports for a board member. To adhere to Colorado law, we operate under a strict checks and balances system that is constantly reviewed. This system creates transparency for homeowners, mortgage companies, realtors, and governing agencies. All policies and systems adhere to the Colorado Common Interest Ownership Act (CCIOA) and Senate Bill 100.

BVM provides monthly / quarterly budgets for the Board of Directors on top of the Annual Budget. We coordinate with the HOAs decision of monthly or quarterly Board meetings. By handling the receivables and payables through the BVM accounting department, we can accurately track the fluctuations in expenses and how the dues' structure is supporting those expenses.

All our HOA's are on Association Online plus some have their own websites. This password protected web site communicates current financial information, governing documents, and community news. This conforms to the Colorado Common Interest Ownership Act (CCIOA) BVM has the capability of setting up newsletters for the homeowners that can be sent through email or other sites. This keeps the homeowners current with the decisions/happenings of the HOA. Our software system creates fast and easy communication to boards and homeowners. Architectural Review Committees receive instant notification of a homeowner request.

Working with respective boards, BVM has implemented 15 to 20-year capital reserve plans. It is very important that the dues structure supports the approved budget and capital plan to avoid deficit spending at the end of the fiscal year. BVM provides extensive long-term cash reserve planning and full compliance with Senate Bill 100.

***We like what we do, and we like our homeowners!***

### **Property Management Software**

BVM has invested in a web-based property management software called AppFolio. AppFolio was designed to keep property managers competitive in the modern age. The software has the following features:

- Online Portals for owners and renters to make payments, view their ledgers, send maintenance requests, view HOA documents.
- Online Portals reduce receivable collections.
- Board features include violation letter and fee tracking, architectural review committee tracking, initiate and track votes on maintenance expenditures
- Online maintenance work order system to track all maintenance requests and purchase orders no matter the contractor
- Commercial property features include a Common Area Maintenance function to track, bill and reconcile all shared common area expenses and income. Set up and track the schedule for rent increases based on the terms of each lease.
- BVM has been invited by our software company to join round table discussions to improve their product.



## Pricing

All management fees include the following:

- Accounting services -
  - Bi-weekly payable disbursements, including a checks and balances system with the President or Treasurer to ensure proper controls
  - Monthly billing to all homeowners
  - Collection of dues
  - Compile monthly financial statements.
  - Preparation of the annual budget.
  - Preparation and presentation of a quarterly forecast.
  - Design and implement a 15-year capital plan.
  - Cash management including bank reconciliations
  - Initial accounting conversion from current system.
- Non-financial services
  - Attendance at Board and annual meetings.
  - Taking, preparing, and distributing all meeting minutes.
  - Maintaining required documents with timely updates to Association Online to conform to SB 100.
  - Negotiate all vendor contracts
  - Coordination of Annual Meeting and Homeowner Weekend events.
  - Communication of rules and regulations with Membership
  - Prepare and execute all necessary forms required by regulatory agencies.
  - Handle and communicate covenant violations to the respective homeowner and the board of directors.
- Coordinate outside accounting services not included in the management fee
  - Assist with annual tax return preparation and audit.

BVM carries all applicable insurance certificates including general liability, a fidelity bond, worker's compensation. Documentation can be provided upon request.

## **Maintenance Services:**

- 3 Tier System,
  - Basic Labor Services: Nonskilled and ordinary in nature.
  - Semi-Skilled: Basic carpentry, pool spa maintenance.
  - Technical: Boiler Repairs, Electrical & Plumbing
- Most Jobs are Time & Materials. Either monthly logs or detailed work orders are provided.

## **Current Properties**

- Arrow Townhomes
- Arrow Mixed Use
- Beaver Village Condominium Association Filing # One
- Bear Crossing
- Eagle Ridge
- Hi Country Haus Building 7
- Hi Country Haus Building 12
- Hi Country Haus Building 14
- Hi Country Haus Building 16
- Hi Country Haus Building 20
- Hi Country Haus Building 23
- Hi Country Haus Community Improvement and Recreation Association: 2 sub-associations of a clubhouse with indoor pool and hot tubs, and the Hi Country Haus PUD roads and bridges system
- Hideaway Park HOA: 14 sub-associations, clubhouse with indoor pool and hot tub, and tennis courts
- High Seasons #4
- Riverwalk on the Creek
- Slopeside Village Homeowner's Association
- Snowblaze Condominium Association: 4 sub-associations including clubhouse with indoor pool and hot tub and outdoor hot tub
- Snowshoe Properties
- Sunset Ridge Homeowners Association
- Trailhead Lodges Condominiums: Clubhouse with outdoor pool and hot tubs
- Vasquez Village
- Westgate Lodges
- Winter Glen
- Winter Park Village
- Winterstar Condominiums
- Valley at Winter Park



## Fee Schedule

**Management Fee:** \$ 4,500.00 per month.

### Maintenance.

- Labor basic rate \$40.00 per hour  
*non-skilled or ordinary maintenance or repair (e.g. grounds maintenance, landscaping, cleaning, snow and ice removal, setting security timers or lights, etc)*
- Semi-Skilled maintenance rate \$65.00 per hour  
*Maintenance requiring basic carpentry. Pool/Hot tub recurring maintenance (water testing, brushing, vacuuming, etc.)*
- Technical rate \$95.00 per hour  
*Boiler repairs, electrical and plumbing repairs, project management*
- After hours rate\* Time and a half.  
\*10 PM through 7 AM.

### Material/Subcontractor bill back and inventory replacement:

- Direct billing on inventory replacement
- Direct billing on subcontractor services

### Administrative bill backs included in Management Fee

- Postage- actual cost
- Telephone/fax- actual cost
- Statement preparation- \$1.00 each
- Travel time for meeting billed at special project labor rates + mileage

**A** P.O. Box 21, Winter Park, CO 80482  
**D** (970) 726-1234 **M** (970) 218-0568  
**F** (970) 726-5982 **E** [vern@bvmlc.com](mailto:vern@bvmlc.com)



Response to the Request for Proposal  
Roam Metropolitan District No. 1

Prepared By: Robert Blay  
President  
(970) 726-6265 Office  
(303) 246-8773 Cell  
Robert@staywinterpark.com

1. Condominium Management Company (CMC)
  - a. CMC is registered in Colorado.
  - b. Longest established property management company in the Winter Park area.
  - c. Originally formed in 1969 to manage the Hi Country Haus development.
  - d. Purchased by the Dybicz family in 1972.
  - e. Robert Blay became General Manager in June 2014.
  - f. Purchased by Robert Blay and Miriam Marker in February 2015.
  - g. Currently manage 36 homeowners' associations (HOA's) solely in the Winter Park-Fraser area. These include planned communities, townhome and condominium associations and timeshare communities. These range in size from single building four unit complexes to 100 unit, multi-building complexes. (Please see Attachment A for representative associations and references)
  - h. Currently employs 50+ full-time employees.
  - i. Organization Chart (Please see Attachment B)
  - j. Key Employees
    - i. Robert Blay – President
      1. Joined CMC in 2014
      2. Purchased CMC in 2015
      3. Prior experience includes:
        - a. President of an international distribution company (similar size to CMC).
        - b. Senior Vice President of \$140 million software development company.
        - c. London-based President of the international division of the above software company.
    - ii. Enrika Bileviciene – Vice President HOA Operations
      1. Joined CMC in 2014.
      2. Prior experience includes six years with Beaver Village Management Company (HOA management company)
        - a. Accounting department
      3. Designated Manager for CMC to comply with the Colorado state mandated licensing of homeowner association managers.
  - k. Principal offices are located in downtown Winter Park.
  - l. Insurance
    - i. CMC carries business liability insurance with \$1,000,000 of coverage and a \$3,000,000 umbrella policy.
    - ii. Our business liability coverage includes errors and omission, and crime coverages.
    - iii. Auto insurance
    - iv. Workers compensation



## 2. Operating Model

CMC's operating model is to utilize in-house resources for many recurring services. As such CMC is constantly investing in additional personnel, new equipment and new technologies to improve its quality of service. For example:

### Field Services

- a. General building and ground maintenance
  - i. CMC uses a combination of in-house resources and equipment and third-party contractors to provide these services.
- b. Maintenance emergency response services
  - i. CMC normal operating hours are 8:00 am to 5:00 pm weekdays.
  - ii. CMC has on-call maintenance staff that operate an emergency phone.
    1. After-hours response time to sites in the Winter Park/Fraser area are within thirty (30) minutes from call out.

### Community Management Services

- a. CMC has experience and certain levels of expertise with all of the proposed services.
  - a. The District will be assigned a primary Association Manager from CMC's experienced staff.

## 3. Pricing Proposal

As the District is in its infancy and most of the requested services are difficult to estimate in terms of effort, CMC proposes a retainer and time and materials concept for the first year of our working together. After the first year we would look to establish a standard agreement that includes better defined services and the cost to provide those services.

- a. Retainer - \$1,000 per month for up to eight (8) hours of Association Managers efforts.
- b. Additional hours billed at \$150 per hour.
- c. For any labor-related activities that CMC offers to do in-house, CMC will prepare an estimate and submit that estimate prior to obtaining any third-party proposals. This will provide full transparency to the District.
- d. CMC's current service rates are:
  - i. Unskilled labor - \$50 per hour
  - ii. Skilled labor - \$75 per hour
  - iii. Project Coordination - \$150 per hour

## 4. Summary

CMC is a well-established successful property management firm operating in your backyard. We have protocols in place for just about every aspect of managing your homes and your association. With one of the largest local staffs, we are confident we can manage your property

above your expectations and help the Board maintain and enhance the value of the homeowner investments. The District would be a welcome addition to our portfolio of satisfied customers.

Thank you for the opportunity to put forth this proposal and for your consideration.

*Our Mission*

*To be Recognized for our Exceptional Level of Service and Value, delivered with Integrity while,  
Providing a Positive Work Experience for our Employees to Succeed.*

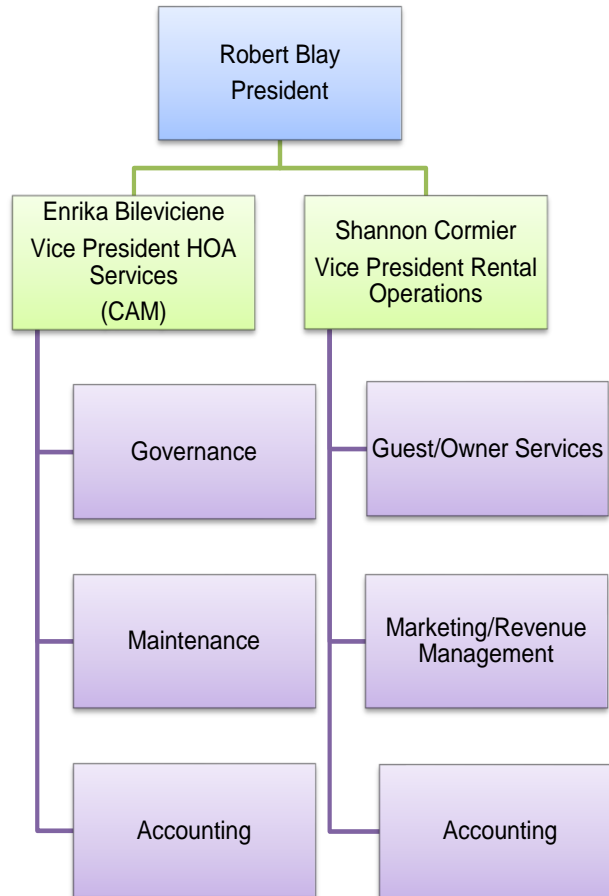
## **Attachment “A”**

### **CMC HOA References**

- 1) Meadow Ridge Condominium Association
  - a. 97 units divided into 11 buildings.
  - b. CMC manages all financial, governance and physical property management aspects of the HOA.
  - c. Peter Swanson – President – (720) 936-2244 – [petermrchoa@gmail.com](mailto:petermrchoa@gmail.com)
- 2) Sawmill Station Homeowners Association
  - a. 58 units divided into 14 buildings
  - b. CMC manages all financial, governance and physical property management aspects of the HOA.
  - c. Steve Miller – President - (303) 565-7068 – [stevecarolmiller@gmail.com](mailto:stevecarolmiller@gmail.com)
- 3) Crestview Place Condominiums
  - a. 39 units in one multi-story building
  - b. CMC manages all financial, governance and physical property management aspects of the HOA.
  - c. Steve Kane – President – (970) 556-1318 – [skanesales@gmail.com](mailto:skanesales@gmail.com)

# Attachment "B"

## Organizational Cha



# Roam Metropolitan District

# CHANGE ORDER

**Project:** Roam Cabins Phase 1 **No.:** 1  
**Contract For:** Phase 1 **Date Issued:** \_\_\_\_\_  
**Contractor:** Mountain States Snowcats **Owner:** Roam Metropolitan District

You are directed to make the following changes in the Contract Documents:

*Description:* Additional Work

*Purpose of Change Order:* Temporary road, concrete encasement of sanitary sewer to protect water, wetlands work, and moving of silt fence to accommodate wetlands work.

*Attachments (List Documents Supporting Change):* Back up invoices and emails attached

### CHANGE IN CONTRACT PRICE:

### CHANGE IN CONTRACT TIME (in days):

Original Contract Price: \$ 268,960.75 Original Contract Time: Need

Previous Change Orders No. 000 to No. 000: \$ 0.00 Net Change from Previous Change Orders: 0

Contract Price Prior to this Change Order: \$ 268,960.75 Contract Time Prior to this Change Order: Need

Net Change of this Change Order: \$ 3225.00 Net Change of this Change Order: 0

Contract Price with all approved Change Orders: \$ 272,185.75 Contract Time with all approved Change Orders: 0

### RECOMMENDED:

### APPROVED:

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Construction Manager

By: M Straley  
Date: 3-30-22  
Contractor

By: Kim Fiore  
Date: 3/30/22  
District Engineer

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Owner

**ROAM METROPOLITAN DISTRICT**  
**MOUNTAIN STATES SNOWCATS**  
**CABINS PHASE 1**  
**CHANGE ORDER 1**

<b>Cost</b>	<b>Cost</b>				<b>Schedule of Values</b>	
<b>Categ.</b>	<b>Type</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Qty</b>	<b>Extension</b>
Street	District	ABC Class 6 6" depth	SY	\$12.50	106	\$1,325.00
Sanitary	District	Sewer Concrete Encasement	LF	\$95.00	20	\$1,900.00
<b>Total</b>						<b>\$3,225.00</b>

## Kim Fiore

---

**From:** wwhayne4@gmail.com  
**Sent:** Wednesday, March 30, 2022 9:30 AM  
**To:** Kim Fiore; 'Erik Byrum'  
**Cc:** tgagnon@liveyourcore.com; chipbesse1@gmail.com; 'Bob Fanch'; 'Jolene Larson'; 'Mindy Straley'  
**Subject:** RE: Invoices

Kim,

Per our discussion (and my discussion with Jeremy yesterday) the following items need to be placed in a change order under the Cabins Contract with the District:

- New ~~Move~~ silt fence LS 1 \$425 Vogel has the wetlands delineation change after the silt fence was installed, so I directed MSS to move it to the new delineation.
- New Concrete encasement LF 20 \$95 There were conflicts with water and sewer mains as they came into the site forcing the need for concrete encasement of the sewer.
- 31 ABC (Class 6) 6" depth SY 106 \$12.50 MSS had applied under the temp road item 29, which is incorrect. It was Class 6, item 31. I used the dollars they applied for to come up with the quantity. While I did not measure this the field I am confident they put in at least this volume of Class 6, therefore I can approve this.

The other item(s) is the ~~wetland~~ work. This work is not on the cabins site, so I want to make sure it is appropriate to add here before recommending.

*FRDC to pay for wetlands and  
Silt fence work*

Regards,  
Bill Hayne, P.E.  
LTD Engineering & Consulting  
970-575-1025

**From:** Kim Fiore <KimFiore@idesllc.com>  
**Sent:** Wednesday, March 30, 2022 9:01 AM  
**To:** wwhayne4@gmail.com; 'Erik Byrum' <ebyrum@devilsthumbbranch.com>  
**Cc:** tgagnon@liveyourcore.com; chipbesse1@gmail.com; 'Bob Fanch' <bfanch@devilsthumbbranch.com>; 'Jolene Larson' <jlarson@devilsthumbbranch.com>; 'Mindy Straley' <admin@mountainstatesnowcats.com>  
**Subject:** RE: Invoices

Looking at this closer, only one of the invoices is for the District contract. This is the first time I have seen it so I will review it and prepare it to be an official pay application and submit it for payment later today.

The others are for the FRDC contract. Once they are paid and evidence of payment is sent to me, I can add them to a cost certification.

**Kim Fiore, PE**  
District Engineer  
**INDEPENDENT DISTRICT ENGINEERING SERVICES**