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

141 Union Boulevard, Suite 150 Lakewood, Colorado 80228-1898 Tel: 303-987-0835 - 800-741-3254 Fax: 303-987-2032 http://roammd1-3.colorado.gov

# NOTICE OF A REGULAR MEETING AND AGENDA

Board of Dire Jolene Larson Robert Cyma Robert Klane Brian Ripley Blake Johnso	n	Office: Treasurer Secretary Assistant Secre Assistant Secre	-	<u>Term/Expires:</u> 2025/May 2025 2025/May 2025 2027/May 2027 2027/May 2027 2025/May 2025
DATE: TIME:	June 23, 2023 11:00 a.m.			

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

https://us02web.zoom.us/j/83015456087?pwd=VEFuekdkYk1LQ1F1ZWIHbDNBKytRQT09

Phone Number: (719) 359-4580 Meeting ID: 830 1545 6087 Passcode: 708751 One tap mobile: +17193594580,,83015456087#

# I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.
- B. Discuss results of May 2, 2023 Election (enclosure).
- C. Consider appointment of Officers:

resident	
reasurer	
ecretary	
sst. Secretary	
sst. Secretary	

D. Consider authorizing interested Board Members to attend the 2023 Special District Association's Annual Conference in Keystone on September 12, 13 and 14, 2023.

Roam Metropolitan District Nos. 1, 2 & 3 June 23, 2023 Agenda Page 2

- E. **CONSENT AGENDA** These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event, the item will be removed from the Consent Agenda and considered on the Regular Agenda.
  - March 24, 2023 (as continued) Meeting Minutes and May 12, 2023 Meeting Minutes (enclosures).

# II. PUBLIC COMMENT

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

# III. LEGAL MATTERS

A.

# IV. FINANCIAL MATTERS

A. Review and ratify the approval of the payment of District No. 1 claims for the period ending as follows (enclosures):

Fund	iod Ending ril 30, 2023	riod Ending ay 31, 2023	Period Ending June 30, 2023			
General	\$ 13,716.41	\$ 11,345.07	\$	10,929.30		
Debt	\$ -0-	\$ -0-	\$	-0-		
Capital Projects	\$ -0-	\$ 14,071.16	\$	28,885.93		
Total	\$ 13,716.41	\$ 25,416.23	\$	39,815.23		

B. Review and accept the unaudited financial statements through the period ending March 31, 2023 and Schedule of Cash Position as of March 31, 2023 for District No. 1 (enclosure).

# V. CAPITAL PROJECTS/OPERATIONS AND MAINTENANCE MATTERS

- A. Roam Filing 3 Cabins Phase 2 Update.
- B. Consider approval of Task Order No. 6 from Independent District Engineering Services, LLC for construction management services for District 1 (enclosure).

Roam Metropolitan District Nos. 1, 2 & 3 June 23, 2023 Agenda Page 3

C. Ratify approval of Temporary Construction Easement Agreement between District 1 and Fraser River Development Co LLC (enclosure).

# VI. OTHER MATTERS

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- A. \_\_\_\_\_
- VII. ADJOURNMENT <u>THE NEXT REGULAR MEETING IS SCHEDULED FOR</u> <u>SEPTEMBER 22, 2023</u>

# NOTICE OF CANCELLATION OF REGULAR ELECTION BY THE DESIGNATED ELECTION OFFICIAL

§§ 1-11-103(3), 1-13.5-513, C.R.S.

## **ROAM METROPOLITAN DISTRICT NOS. 1 – 3**

**NOTICE IS HEREBY GIVEN** by the Roam Metropolitan District Nos. 1 - 3, Grand County, Colorado, that at or after the close of business on the sixty-third day before the election to be conducted on May 2, 2023, there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election was canceled pursuant to Section 1-13.5-513, C.R.S.

The following candidates were declared elected by acclamation:

Vacant, (2) Year Term until May 2025 Robert Klane, (4) Year Term until May 2027 Brian Ripley, (4) Year Term until May 2027

## ROAM METROPOLITAN DISTRICT NOS. 1-3

/s/ Stacie L. Pacheco Stacie L. Pacheco, Designated Election Official

Contact Person for the Districts:

Alan D. Pogue, Esq.
ICENOGLE SEAVER POGUE, P.C.
4725 South Monaco Street, Suite 360
Denver, Colorado 80237
Telephone: 303-292-9100
Email: APogue@ISP-Law.com

PUBLISHED IN: *The Middle Park Times* PUBLISHED ON: Thursday, March 30, 2023

# RESOLUTION FOR CANCELLATION OF ELECTION, DECLARATION DEEMING CANDIDATES ELECTED, AND CERTIFICATE OF ELECTION RESULTS

§§ 1-11-103(3), 1-13.5-513(1) and 32-1-104(1), C.R.S.

# ROAM METROPOLITAN DISTRICT NOS. 1 – 3 GRAND COUNTY, COLORADO

WHEREAS, Stacie L. Pacheco, the Designated Election Official ("DEO") for the Roam Metropolitan District Nos. 1 - 3 (the "Districts") has been duly authorized by a resolution of the Boards of Directors of the Districts to cancel and declare candidates elected at or after the close of business on the sixty-third day before the special election to be conducted on May 2, 2023 ("Election") if there are not more candidates than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, there were not more candidates than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, at the close of business on the sixty-third day before the Election.

**NOW THEREFORE**, the DEO hereby certifies that at the close of business on the sixtythird day before the Election there were not more candidates than offices to be filled, including candidates filing affidavits of intent to be write-in candidates. Therefore, the DEO hereby cancels the Election pursuant to Section 1-13.5-513(1), C.R.S. and declares the following candidates elected by acclamation for the following terms of office:

<u>Name:</u> Vacant	Address:	<u>Terms:</u> May 2025
Robert Klane	6132 Dunraven Road, Golden, CO 80403	May 2027
Brian Ripley	2936 N. Raleigh Street, Denver, CO 80212	May 2027

ROAM METROPOLITAN DISTRICT NOS. 1-3

Stadie L. Pacheco, Designated Election Official

Contact Person for the Districts:

Alan D. Pogue, Esq. ICENOGLE SEAVER POGUE, P.C. 4725 South Monaco Street, Suite 360 Denver, Colorado 80237 Telephone: 303-292-9100 Email: APogue@ISP-Law.com

# EXHIBIT A

# 2023 REGULAR SPECIAL DISTRICT ELECTION RESOLUTION

# RESOLUTION NO. 2022-11-02 RESOLUTION OF THE BOARDS OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NOS. 1 - 3 2023 REGULAR SPECIAL DISTRICT ELECTION RESOLUTION

WHEREAS, Roam Metropolitan District Nos. 1 - 3 (individually, each a "District;" and collectively, the "Districts") were organized pursuant to Section 32-1-101 *et seq.*, C.R.S. of the Special District Act (the "Act"); and

WHEREAS, after organization, District elections to elect members to the Boards of Directors (individually, the "Board," collectively, the "Boards") of the Districts and/or to present certain ballot questions to the eligible electors of the Districts are governed by the Act; the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. (the "Uniform Code"); and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S. (the "Local Government Election Code") (the Act, Uniform Code, and Local Government Election Code are collectively referred to herein as the "Election Laws"); and

WHEREAS, the Board for each District consists of five (5) director offices;

WHEREAS, the term of office for two (2) director offices will expire after their successors are elected at the next regular election for the Districts, scheduled to be held on the Tuesday succeeding the first Monday of May, which is May 2, 2023 (the "Election"), in accordance with Section 1-13.5-111(1), C.R.S.; and

WHEREAS, pursuant to Section 32-1-905(2)(a), C.R.S., any director appointed to the Boards will serve until the next regular special district election, at which time, the vacancy shall be filled by election for any remaining unexpired portion of the term; and

WHEREAS, one (1) member of the Boards was appointed to fill a vacancy on the Board to serve until the next regular election occurring in May, 2023, and any successor to that seat will be elected at the Election to serve the remaining unexpired portion of the term of that seat (until May, 2025); and

WHEREAS, in accordance with Election Laws, the Boards desire to call the Election for the purposes of electing (i) two (2) directors to each Board to each serve a four-year term pursuant to Section 32-1-305.5(3)(a), C.R.S., and (ii) one (1) director to each Board to serve a two-year term pursuant to Section 32-1-905(2)(a), C.R.S.; and

WHEREAS, pursuant to Section 32-1-804(1), C.R.S., the Boards shall govern the conduct of the Election and render all interpretations and make all decisions as to controversies or other matters arising in conducting the Election; and

WHEREAS, pursuant to Section 32-1-804(2), C.R.S., all powers granted by the Boards by Part 8, Article 1 of Title 32, for the conduct of regular or special elections may be exercised in the absence of the Boards by the secretary or by an assistant secretary appointed by the Boards,

and the person named by the Boards who is responsible for the conducting of the election shall be the designated election official; and

WHEREAS, pursuant to Section 1-13.5-108(1), C.R.S., the designated election official named by the Boards shall render all interpretations and shall make all initial decisions as to controversies or other matters arising in operation of the Code; and

WHEREAS, for purposes of the Election, the Boards desire to appoint an assistant secretary, who shall be the designated election official for the Election and exercise all powers granted by the Boards for the conduct of the Election; and

WHEREAS, Sections 1-13.5-501(1) & -(1.7), C.R.S., require that, between seventy-five (75) and one hundred (100) days before a regular election, the Designated Election Official shall provide public notice of a call for nominations for the election by two methods: (1) by emailing the notice to each active registered elector of the Districts as of the date that is one hundred fifty (150) days prior to the election or, if no email address is on file, by mail as provided in Section 1-13.5-501(1.7), C.R.S., and (2) by any one of the following means: publication, as defined in Section 1-13.5-501(2), C.R.S.; including the notice as a prominent part of an informational mailing sent by the Districts to the eligible electors of the Districts; posting the information of the official website of the Districts; or, if permitted under Section 1-13.5-501(1.7)(b)(IV), C.R.S., posting the notice in at least three public places within the boundaries of the metropolitan district and in the office of the Grand County Clerk and Recorder; and

WHEREAS, Section 1-13.5-1104(2), C.R.S. requires the Designated Election Official to supervise the distributing, handling, and counting of ballots and the survey of returns, and to take the necessary steps to protect the confidentiality of the ballots cast and the integrity of the election; and

WHEREAS, Sections 1-11-103(3) & 32-1-104(1), C.R.S. require the Districts to certify to the Division the results of any elections held by the Districts and include the Districts' business address, telephone number, and contact person; and

WHEREAS, Section 1-13.5-513(1), C.R.S. provides that if the only matter before the electors in an election is the election of persons to office and if, at the close of business day on the sixty-third (63<sup>rd</sup>) day before the election or at any time thereafter, there are not more candidates than offices to be filled at the election, the Designated Election Official shall cancel the election and declare the candidates elected if so instructed by resolution of the governing body; and

WHEREAS, Section 1-11-103(3), C.R.S. provides that if an election is cancelled pursuant to Section 1-13.5-513(1), C.R.S., the Districts shall file notice and a copy of the resolution of such cancellation with the Colorado Division of Local Government (the "Division"); and

WHEREAS, the Boards desire to call an election and set forth herein the procedures for conducting such election as authorized by the Election Laws.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NOS. 1 - 3 THAT:

1. The Boards hereby call a regular election of the eligible electors of the Districts to be held on May 2, 2023 between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Election Laws, for the purpose of electing two (2) directors to each serve a four- (4-) year term on each Board and one (1) director to serve a two- (2-) year term on each Board. Such numbers may change due to one or more vacancies arising on the Boards after the adoption of this Resolution and prior to the Election. The Election shall be conducted as an independent mail ballot election pursuant to Part 11 of the Local Government Election Code and all other relevant provisions of the Code.

2. Pursuant to Section 32-1-804(2), C.R.S., the Boards hereby name Stacie Pacheco of Icenogle Seaver Pogue, P.C. as Assistant Secretary to the Districts for purposes of the Election, who shall be the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the Grand County Clerk and Recorder's office and shall be primarily responsible for ensuring the proper conduct of the Election including, but not limited to, appointing election judges as necessary, appointing the Boards of Canvassers, arranging for the required notices of the election and printing of ballots, and directing that all other appropriate actions be accomplished. The Boards hereby direct the Districts' General Counsel to oversee the general conduct of the Election.

3. The Boards hereby direct the Designated Election Official to provide public notice of a call for nominations for the Election in accordance with the requirements of Section 1-13.5-501, C.R.S., which shall include information regarding the director offices to be voted upon at the Election, where a self-nomination and acceptance form or letter may be obtained, the deadline for submitting the self-nomination and acceptance form or letter to the Designated Election Official, and information on obtaining an absentee ballot. The notice shall be emailed to each active registered elector of the Districts as specified in the registration list provided by the Grand County Clerk and Recorder as of the date that is one hundred fifty (150) days prior to the date of the Election or, if no email address is on file, by mail as provided in Section 1-13.5-501(1.7), C.R.S. In addition, public notice shall be provided by publication, as defined in Section 1-13.5-501(2), C.R.S..

4. Pursuant to Section 1-13.5-1002(1)(b), C.R.S., applications for absentee voter's ballots may be filed at the Designated Election Official's office (at such address noted in Paragraph 5 below), between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 25, 2023).

5. Pursuant to Section 1-13.5-303, C.R.S., any person who desires to be a candidate for the office of director in one or more the Districts must file a self-nomination and acceptance form or letter, signed by the candidate and by an eligible elector of the State as a witness to the signature of the candidate, with the Designated Election Official no later than 5:00 P.M. on the day that is sixty-seven (67) days prior to the Election (February 24, 2023). On the date of signing

the self-nomination and acceptance form or letter a candidate for director shall be an eligible elector of the applicable District. Pursuant to Section 32-1-103(5), C.R.S., an "eligible elector" means a person who, at the designated time or event, is registered to vote in the State of Colorado and (i) who is a resident of the special district; or (ii) who, or whose spouse or civil union partner, owns taxable real or personal property situated within the boundaries of the special district, whether said person resides within the special district or not. A person who is obligated to pay taxes under a contract to purchase taxable property situated within the boundaries of the special district is considered an "owner" for purposes of this definition. Selfnomination and acceptance forms are available at the Designated Election Official's office located at 4725 S. Monaco St., Suite 360, Denver, Colorado 80237.

6. Pursuant to Sections 1-13.5-513(1) & (6), C.R.S., the Boards hereby authorize and direct the Designated Election Official to cancel the Election and declare the candidates elected if, at the close of business on the sixty-third ( $63^{rd}$ ) day before the Election (February 28, 2023), there are not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, and so long as the only ballot questions are for the election of candidates. The Boards further authorize and direct the Designated Election Official to file cancellation notices with the Grand County Clerk and Recorder's Office and with the Colorado Division of Local Government, to post notice of the cancellation in the office of the Designated Election Official, and to provide notice by publication of the cancellation of the election. The Designated Election Official also shall notify the candidates that the Election was cancelled and that they were elected by acclamation.

7. In accordance with Sections 1-11-103(3) & 32-1-104(1), C.R.S., the Districts direct the Designated Election Official to notify the Division of the results of any elections held by the Districts, including the Districts' business address, telephone number, and contact person within thirty (30) days after the Election (June 1, 2023).

8. The Designated Election Official and the officers, agents, consultants, and employees, if any, of the Districts are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

9. All actions consistent with the provisions of this Resolution heretofore taken by the members of the Boards, the Designated Election Official, and the officers, agents, consultants, and employees, if any, of the Districts, and directed toward holding the Election for the purposes stated herein are hereby ratified, approved, and confirmed.

10. All prior acts, orders, or resolutions, or parts thereof, by the Districts in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive any act, order, or resolution, or part thereof, heretofore repealed.

11. If any section, paragraph, clause, or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable. 12. The Districts shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if necessary, and those costs incurred pursuant to the terms and conditions of an election agreement with Grand County, if any.

13. This Resolution shall take effect on the date and at the time of its adoption.

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# ADOPTED AND APPROVED THIS 1st DAY OF DECEMBER, 2022.

ROAM METROPOLITAN DISTRICT NOS. 1-3

By: Black Johnson

Blake Johnson, President

Signature Page to Roam 2023 Election Resolution

# MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD MARCH 24, 2023

A Regular Meeting of the Boards of Directors (the "Boards") of the Roam Metropolitan District Nos. 1, 2 and 3 (referred to hereafter as "District No. 1," "District No. 2" and "District No. 3," and collectively, the "Districts") was duly held on Friday, the 24<sup>th</sup> day of March, 2023, at 11:00 a.m. This District Board meeting was held via Zoom at https://us02web.zoom.us/j/83015456087?pwd=VEFuekdkYk1LQ1F1ZWIHbD NBKytRQT09; Phone: 1 (719) 359-4580; Meeting ID: 830 1545 6087; Passcode: 708751. The meeting was open to the public.

#### **Directors In Attendance Were:**

Blake Johnson Jolene Larson Robert Cyman Robert Klane Brian Ripley

#### Also In Attendance Was:

Jim Ruthven; Special District Management Services, Inc. ("SDMS")

Alan Pogue, Esq. and Shannon Johnson, Esq.; Icenogle Seaver Pogue, P.C.

Bob Fanch; Fraser River Development Co LLC

Cody Conry; Independent District Engineering Services, LLC ("IDES")

Krystyn Gay and Jeff Fransen; Allegiant Management, LLC

# DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Boards to the Secretary of State. The members of the Boards were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Johnson that disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors. There were no new conflicts.

# **RECORD OF PROCEEDINGS**

<u>COMBINED</u> <u>MEETING</u>	minutes of action herein, all offic all of the District	etermined to hold joint meetings of the Districts and to prepare join ions taken by the Districts at such meetings. Unless otherwise note cial action reflected in these Minutes shall be deemed to be action of ricts. Where necessary, action taken by an individual District will be these Minutes.								
<u>ADMINISTRATIVE</u> <u>MATTERS</u>	<b><u>Consent Agenda</u></b> : The Boards considered the following items on the Consent Agenda:									
	Approv	e the	Minutes of	f the	December 9	, 202	22 Special M	leetin	g.	
	Director Johnso	Following discussion, upon motion duly made by Director Larson, seconded by Director Johnson, and upon vote, unanimously carried, the Boards approved the above Consent Agenda items/actions.								
PUBLIC COMMENT	There were no	publi	c comment	ts at t	his time.					
<u>LEGAL MATTERS</u>	<b>May 2023 Election Update</b> : Attorney Pogue advised the Board that the May 2, 2023 elections for District No. 1, District No. 2, and District No. 3 were each cancelled, as allowed under Colorado law, by the Designated Election Official because there were not more candidates than positions available on each of the Boards of Directors.									
<u>FINANCIAL</u> <u>MATTERS</u>	Claims: The payment of claims							appro	oval of the	
		Per	iod Ending	Per	riod Ending	Pe	eriod Ending	Per	od Ending	
	Fund		c. 31, 2022		ary 31, 2023		eb. 28, 2023		ch 31, 2023	
	General	\$	16,206.52	\$	8,173.10	\$	12,480.00	\$	7,583.48	
	Debt	\$	-0-	\$	-0-	\$	4,000.00	\$	-0-	
	Capital Projects	\$	15,330.60	\$	9,532.50	\$	6,764.37	\$	12,091.25	
	Total	\$	31.537.12	\$	17.705.60	\$	23.244.37	\$	19.674.73	

Following discussion, upon motion duly made by Director Klane, seconded by Director Larson, and upon vote, unanimously carried, the Board of District No. 1 ratified approval of the payment of claims, as presented.

**<u>Financial Statements</u>**: The District No. 1 Board reviewed the unaudited financial statements through the period ending December 31, 2022 and Schedule of Cash Position as of December 31, 2022 for District No. 1.

Following review, upon motion duly made by Director Johnson, seconded by Director Ripley, and upon vote, unanimously carried, the District No. 1 Board approved the unaudited financial statements through the period ending December 31, 2022 and Schedule of Cash Position as of December 31, 2022 for District No. 1, as presented.

**<u>2022</u>** Audit for District No. 2: The District No. 2 Board entered into discussion regarding the engagement of Scott C. Wright, CPA for preparation of the District No. 2 2022 Audit.

Following review, upon motion duly made by Director Larson, seconded by Director Johnson, and upon vote, unanimously carried, the District No. 2 Board approved the engagement of Scott C. Wright, CPA for preparation of 2022 Audit, in the amount of \$5,750.00 for District No. 2.

**2022 Application for Exemption from Audit**: The District No. 1 and District No. 3 Boards discussed the Districts' qualification for an application for exemption from audit for 2022.

Following review and discussion, upon motion duly made by Director Larson, seconded by Director Klane and, upon vote, unanimously carried, the Boards each approved the execution of the Application for Exemption from Audit for 2022 for District Nos. 1 and 3.

# EXECUTIVE SESSION

Pursuant to Section 24-6-402(4)(b) and 24-6-402(4)(e), C.R.S., upon motion duly made by Director Larson, seconded by Director Klane and, upon an affirmative vote of at least two-thirds of the quorum present, the Boards convened in executive session at 11:15 a.m. for the purpose of receiving legal advice on specific legal questions and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators related to the Mountain States Snowcats Roam Cabins Phase I Contract.

Pursuant to § 24-6-402(4), C.R.S., the Boards did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during execution session.

The Boards reconvened in regular session at 12:22 p.m.

<u>CAPITAL</u> <u>PROJECTS/</u> <u>OPERATIONS AND</u> <u>MAINTENANCE</u> <u>MATTERS</u> **Roam Filing 3 Cabins Phase 2**: Mr. Conry provided an update to the Board on the Roam Filing 3 Cabins Phase 2.

# **RECORD OF PROCEEDINGS**

**<u>OTHER BUSINESS</u>** There was no other business.

CONTINUATION OF<br/>MEETINGUpon motion duly made, seconded, and upon vote, unanimously carried, the<br/>meeting was continued to March 27, 2023 at 11:00 a.m. via Zoom.

Respectfully submitted,

Ву \_\_\_\_

Secretary for the Meeting

# MINUTES OF A RECONVENED MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD MARCH 27, 2023

A Reconvened Meeting of the Boards of Directors (the "Boards") of the Roam Metropolitan District Nos. 1, 2 and 3 (referred to hereafter as "District No. 1," "District No. 2" and "District No. 3," and collectively, the "Districts") was duly held on Monday, the 27<sup>th</sup> day of March, 2023, at 11:00 a.m. (as continued from the March 24, 2023 Regular Meeting of the Boards). This District Board meeting was held via Zoom at <a href="https://us02web.zoom.us/j/83015456087?pwd=VEFuekdkYk1LQ1F1ZWIHbDNKytRQT09">https://us02web.zoom.us/j/83015456087?pwd=VEFuekdkYk1LQ1F1ZWIHbDNKytRQT09</a>; Phone: 1 (719) 359-4580; Meeting ID: 830 1545 6087; Passcode: 708751. The meeting was open to the public.

#### **Directors In Attendance Were**:

Blake Johnson Jolene Larson Robert Cyman Robert Klane Brian Ripley

#### Also In Attendance Was:

Jim Ruthven; Special District Management Services, Inc. ("SDMS")

Shannon Johnson, Esq.; Icenogle Seaver Pogue, P.C.

### EXECUTIVE SESSION

Pursuant to Section 24-6-402(4)(b) and 24-6-402(4)(e), C.R.S., upon motion duly made by Director Klane, seconded by Director Johnson and, upon an affirmative vote of at least two-thirds of the quorum present, the Boards convened in executive session at 11:02 a.m. for the purpose of receiving legal advice on specific legal questions and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators related to the Mountain States Snowcats Roam Cabins Phase I Contract.

Pursuant to § 24-6-402(4), C.R.S., the Boards did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during execution session.

The Boards reconvened in regular session at 11:16 a.m.

# **RECORD OF PROCEEDINGS**

**OTHER BUSINESS** There was no other business.

CONTINUATION OF<br/>MEETINGUpon motion duly made, seconded, and upon vote, unanimously carried, the<br/>meeting was continued to March 30, 2023 at 10:00 a.m. via Zoom.

Respectfully submitted,

Ву \_\_\_\_

Secretary for the Meeting

# MINUTES OF A RECONVENED MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD MARCH 30, 2023

A Reconvened Meeting of the Boards of Directors (the "Boards") of the Roam Metropolitan District Nos. 1, 2 and 3 (referred to hereafter as "District No. 1," "District No. 2" and "District No. 3," and collectively, the "Districts") was duly held on Monday, the 30<sup>th</sup> day of March, 2023, at 10:00 a.m. (as continued from the March 24, 2023 Regular Meeting and March 27, 2023 Reconvened Meeting of the Boards) This District Board meeting was held via Zoom at https://us02web.zoom.us/j/83015456087?pwd=VEFuekdkYk1LQ1F1ZWIHbDN KytRQT09; Phone: 1 (719) 359-4580; Meeting ID: 830 1545 6087; Passcode: 708751. The meeting was open to the public.

#### **Directors In Attendance Were**:

Blake Johnson Jolene Larson Robert Klane Brian Ripley

Following discussion, upon motion duly made by Director Johnson, seconded by Director Larson and, upon vote, unanimously carried, the absence of Director Cyman was excused.

#### Also In Attendance Was:

Jim Ruthven; Special District Management Services, Inc. ("SDMS")

Alan Pogue, Esq. and Shannon Johnson, Esq.; Icenogle Seaver Pogue, P.C.

Cody Conry and Brandon Collins; Independent District Engineering Services, LLC ("IDES")

#### EXECUTIVE SESSION

Pursuant to Section 24-6-402(4)(b) and 24-6-402(4)(e), C.R.S., upon motion duly made by Director Johnson, seconded by Director Ripley and, upon an affirmative vote of at least two-thirds of the quorum present, the Boards convened in executive session at 10:06 a.m. for the purpose of receiving legal advice on specific legal questions and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators related to the Mountain States Snowcats Roam Cabins Phase I Contract.

# **RECORD OF PROCEEDINGS**

	Pursuant to § 24-6-402(4), C.R.S., the Boards did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during execution session.
	The Boards reconvened in regular session at 11:01 a.m.
OTHER BUSINESS	There was no other business.
<u>ADJOURNMENT</u>	There being no further business to come before the Boards at this time, upon motion duly made by Director Larson, seconded by Director Ripley, and upon vote, unanimously carried, the meeting was adjourned.
	Respectfully submitted,

By \_\_\_\_\_\_ Secretary for the Meeting

# MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD MAY 12, 2023

A Special Meeting of the Boards of Directors (the "Boards") of the Roam Metropolitan District Nos. 1, 2 and 3 (referred to hereafter as "District No. 1," "District No. 2" and "District No. 3," and collectively, the "Districts") was duly held on Friday, the 12th day of May, 2023, at 2:00 p.m. This District Board meeting was held via Zoom at <u>https://us02web.zoom.us/j/83015456087?pwd=VEFuekdkYk1LQ1F1ZW1HbDN</u>KytRQT09; Meeting ID 830 1545 6087; Passcode: 708751. The meeting was open to the public.

#### **Directors In Attendance Were**:

Jolene Larson Robert Cyman Brian Ripley

Following discussion, upon motion duly made by Director Cyman, seconded by Director Ripley and, upon vote, unanimously carried, the absence of Director Klane was excused.

#### Also In Attendance Was:

Jim Ruthven; Special District Management Services, Inc. ("SDMS")

Shannon Johnson, Esq.; Icenogle Seaver Pogue, P.C.

Cody Conry and Brandon Collins; Independent District Engineering Services, LLC ("IDES")

Blake Johnson; Fraser River Development Co LLC

Krystyn Gay; Allegiant Management

# DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Boards of Directors to the Secretary of State. The members of the Boards were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Johnson that disclosures of potential conflicts of

interest were filed with the Secretary of State for all Directors. There were no new conflicts. COMBINED The Boards of Directors of the Districts determined to hold joint meetings of the MEETING Districts and to prepare joint minutes of actions taken by the Districts at such meetings. Unless otherwise noted herein, all official action reflected in these Minutes shall be deemed to be action of all of the Districts. Where necessary, action taken by an individual District will be so reflected in these Minutes. ADMINISTRATIVE Appointment of Director: The District No. 1, District No. 2, and District No. 3 **MATTERS** Boards each considered the appointment of Blake Johnson to fill the vacancy on the respective Board of Directors. Following discussion, upon motion duly made by Director Ripley, seconded by Director Cyman and, upon vote, unanimously carried, Blake Johnson was appointed to fill the vacancy on the Board of Directors of each of District No. 1, District No. 2, and District No. 3. PUBLIC COMMENT There were no public comments at this time. **LEGAL MATTERS** There were no legal matters at this time. CAPITAL Roam Filing No. 3 Cabins Phase Construction Contract for District No. 1: Messrs. Conroy and Collins reviewed the results of the District No. 1 solicitation **PROJECTS/ OPERATIONS AND** for bids for the Roam Filing No. 3 Cabins Phase Construction Contract with the Board, and discussion ensued. **MAINTENANCE** MATTERS Following discussion, upon motion duly made by Director Larson, seconded by Director Ripley and, upon vote, unanimously carried, the District No. 1 Board awarded the Roam Filing No. 3 Cabins Phase Construction Contract to Mountain States Snowcats. Engagement of Vogel & Associates for District No. 1: The District No. 1 Board entered into discussion regarding the engagement of Vogel & Associates for professional planning and design services.

Following discussion, upon motion duly made by Director Larson, seconded by Director Ripley and, upon vote, unanimously carried, the District No. 1 Board

# **RECORD OF PROCEEDINGS**

approved the engagement of Vogel & Associates for professional planning and design services.

**Engagement of Peter Van Dusen for District No. 1**: The District No. 1 Board entered into discussion regarding the engagement of Peter Van Dusen for Community Center design services.

Following discussion, upon motion duly made by Director Larson, seconded by Director Ripley and, upon vote, unanimously carried, the District No. 1 Board approved the engagement of Peter Van Dusen for Community Center design services.

**OTHER BUSINESS** There was no other business at this time.

**ADJOURNMENT** There being no further business to come before the Boards at this time, upon motion duly made by Director Larson, seconded by Director Ripley, and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By \_\_\_

Secretary for the Meeting

## Roam 1-3 Metropolitan District April-23

Vendor	Invoice #	Date	Due Date	Α	mount	Expense Account	Account Number
Allegiant Management Llc	Mar-23	3/31/2023	3/31/2023	\$	111.15	Covenant Control/Comm Mgmt	1710
Icenogle Seaver Pogue	23271	3/31/2023	3/31/2023	\$	7,584.26	Legal	1675
Ranch Creek Waste	20254	3/31/2023	3/31/2023	\$	2,010.00	Trash Service	1715
Ranch Creek Waste	19891	3/15/2023	3/15/2023	\$	45.00	Trash Service	1715
Special District Management Services	D1 03/2023	3/31/2023	3/31/2023	\$	1,520.00	Accounting	1612
Special District Management Services	D1 03/2023	3/31/2023	3/31/2023	\$	16.00	Election	1635
Special District Management Services	D1 03/2023	3/31/2023	3/31/2023	\$	2,053.60	Management	1680
Special District Management Services	D1 03/2023	3/31/2023	3/31/2023	\$	8.40	Miscellaneous	1685
Special District Management Services	D2 03/2023	3/31/2023	3/31/2023	\$	112.00	Accounting	1612
Special District Management Services	D2 03/2023	3/31/2023	3/31/2023	\$	32.00	Management	1680
Special District Management Services	D3 03/2023	3/31/2023	3/31/2023	\$	144.00	Accounting	1612
Special District Management Services	D3 03/2023	3/31/2023	3/31/2023	\$	80.00	Management	1680

\$13,716.41

Roam 1-3 Metropolitan District April-23								
	General	Debt	Enterprise		Totals			
Disbursements	13,716.41			\$	13,716.41			
				\$	-			
<b>Total Disbursements from Checking Acct</b>	\$13,716.41	\$0.00	\$0.00		\$13,716.41			

#### Roam 1-3 Metropolitan District May-23

Vendor	Invoice #	Date	Due Date	A	mount	Expense Account	Account Number
Allegiant Management Llc	Apr-23	4/30/2023	4/30/2023	\$	105.00	Covenant Control/Comm Mgmt	1710
IDES, LLC	37239	3/31/2023	3/31/2023	\$:	13,961.16	Engineering	3690
Icenogle Seaver Pogue	23495	4/30/2023	4/30/2023	\$	6,887.87	Legal	1675
Kumar & Associates, Inc.	218134	1/17/2023	1/17/2023	\$	110.00	Engineering	3690
Ranch Creek Waste	21494	4/30/2023	4/30/2023	\$	2,005.00	Trash Service	1715
Special District Management Services	D1 04/2023	4/30/2023	4/30/2023	\$	1,648.00	Accounting	1612
Special District Management Services	D1 04/2023	4/30/2023	4/30/2023	\$	352.00	Management	1680
Special District Management Services	D1 04/2023	4/30/2023	4/30/2023	\$	9.60	Miscellaneous	1685
Special District Management Services	D2 04/2023	4/30/2023	4/30/2023	\$	288.00	Accounting	1612
Special District Management Services	D2 04/2023	4/30/2023	4/30/2023	\$	16.00	Management	1680
Special District Management Services	D2 04/2023	4/30/2023	4/30/2023	\$	0.80	Miscellaneous	1685
Special District Management Services	D3 04/2023	4/30/2023	4/30/2023	\$	16.00	Accounting	1612
Special District Management Services	D3 04/2023	4/30/2023	4/30/2023	\$	16.00	Management	1680
Special District Management Services	D3 04/2023	4/30/2023	4/30/2023	\$	0.80	Miscellaneous	1685

\$25,416.23

Roam 1-3 Metropolitan District May-23									
	General	Debt		Enterprise		Totals			
 Disbursements	11,345.07		\$	14,071.16	\$	25,416.23			
					\$	-			
<b>Total Disbursements from Checking Acct</b>	\$11,345.07	\$0.00		\$14,071.16		\$25,416.23			

### Roam 1-3 Metropolitan District June-23

Vendor	Invoice #	Date	Due Date	A	mount	Expense Account	Account Number
IDES, LLC	37240	4/30/2023	4/30/2023	\$:	13,086.06	Engineering	3690
Icenogle Seaver Pogue	23598	5/31/2023	5/31/2023	\$	5,622.50	Legal	1675
Kumar & Associates, Inc.	220241	5/18/2023	5/18/2023	\$	509.90	Engineering	3690
Mountain States Snowcats	Pay App #3	5/25/2023	5/26/2023	\$2	15,289.97	Road Work & Utilities	3725
Ranch Creek Waste	22523	5/31/2023	5/31/2023	\$	2,005.00	Trash Service	1715
Special District Management Services	D1 05/2023	5/31/2023	5/31/2023	\$	1,248.00	Accounting	1612
Special District Management Services	D1 05/2023	5/31/2023	5/31/2023	\$	48.00	Election	1635
Special District Management Services	D1 05/2023	5/31/2023	5/31/2023	\$	1,040.00	Management	1680
Special District Management Services	D1 05/2023	5/31/2023	5/31/2023	\$	5.60	Miscellaneous	1685
Special District Management Services	D2 05/2023	5/31/2023	5/31/2023	\$	544.00	Accounting	1612
Special District Management Services	D2 05/2023	5/31/2023	5/31/2023	\$	48.00	Election	1635
Special District Management Services	D2 05/2023	5/31/2023	5/31/2023	\$	96.00	Management	1680
Special District Management Services	D2 05/2023	5/31/2023	5/31/2023	\$	0.20	Miscellaneous	1685
Special District Management Services	D3 05/2023	5/31/2023	5/31/2023	\$	128.00	Accounting	1612
Special District Management Services	D3 05/2023	5/31/2023	5/31/2023	\$	48.00	Election	1635
Special District Management Services	D3 05/2023	5/31/2023	5/31/2023	\$	96.00	Management	1680

\$39,815.23

Roam 1-3 Metropolitan District									
June-23									
	General	Debt		Enterprise		Totals			
Disbursements	10,929.30		\$	28,885.93	\$	39,815.23			
					\$	-			
<b>Total Disbursements from Checking Acct</b>	\$10,929.30	\$0.00		\$28,885.93		\$39,815.23			

#### ROAM METROPOLITAN DISTRICT NO. 1 Schedule of Cash Position March 31, 2023

	Operating		Debt Service		Capi	tal Projects	Total		
Checking:									
Cash in Bank - FirstBank	\$	20,747.56	\$	64,985.10	\$	(2,576.88)	\$	83,155.78	
TOTAL FUNDS:	\$	20,747.56	\$	64,985.10	\$	(2,576.88)	\$	83,155.78	

2023 Mill Levy Information	
General Fund	10.000
Debt Service Fund	20.000
Total	30.000

#### **Board of Directors**

Blake Johnson Jolene Larson Robert Cyman Robert Klane Brian Ripley

\* authorized signer on the checking account

## **ROAM METROPOLITAN DISTRICT NO. 1**

FINANCIAL STATEMENTS

March 31, 2023

## ROAM METROPOLITAN DISTRICT NO. 1 Combined Balance Sheet - All Fund Types and Account Groups March 31, 2023

	GENERAL		debt Ervice	APITAL OJECTS	LO	NG-TERM DEBT	TOTAL	
Assets								
Cash in Bank - FirstBank Property Taxes Receivable	\$	20,748 774	\$ 64,985 1,548	\$ (2,577) -	\$	-	\$	83,156 2,322
Total Current Assets		21,522	 66,533	 (2,577)		-		85,478
Other Debits								
Amount in Debt Service Fund Amount to be Provided for Debt		-	-	-		64,985 413,189		64,985 413,189
Total Other Debits		-	 -	 -		478,174		478,174
Total Assets	\$	21,522	\$ 66,533	\$ (2,577)	\$	478,174	\$	563,652
Liabilities								
Developer Construction Funds Dev Adv - Operations Dev Adv - Ops Accrued Int Dev Adv - Capital Dev Adv - Cap Accrured Int	\$		\$ - - - -	\$ 14,171 - - - -	\$	- 314,376 28,004 127,731 8,063	\$	14,171 314,376 28,004 127,731 8,063
Total Liabilities		-	 -	 14,171		478,174		492,345
Deferred Inflows of Resources								
Deferred Property Taxes		774	1,548	-		-		2,322
Total Deferred Inflows of Resources		774	 1,548	 -		-		2,322
Fund Balance								
Fund Balance Current Year Earnings		4,747 16,001	12,369 52,617	(20,954) 4,206		-		(3,838) 72,823
Total Fund Balances		20,748	 64,985	 (16,748)		-		68,985
Total Liabilities and Fund Balance	\$	21,522	\$ 66,533	\$ (2,577)	\$	478,174	\$	563,652

#### ROAM METROPOLITAN DISTRICT NO. 1 Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the 3 Months Ending March 31, 2023 General Fund

	Peri	od Actual	<u>YT</u>	TD Actual B		Budget	(Ur	avorable nfavorable) Variance	% of Budget	
Revenues										
Developer Advance O&M Fees Property Tax Revenue Specific Ownership Taxes	\$	24,653 4,200 - -	\$	24,653 4,200 - 4	\$	143,000 30,000 774 46	\$	(118,347) (25,800) (774) (42)	17.2% 14.0% 0.0% 9.7%	
Total Revenues		28,853		28,858		173,820		(144,962)	16.6%	
Expenditures										
Accounting Management Election Insurance/SDA Dues Legal Miscellaneous Covenant Control/Comm Mgmt Trash Service Road Maintenance Landscape Maintenance River Maintenance Contingency Emergency Reserve		3,280 1,601 144 8,609 4,302 293 216 4,080 - - - - 22,525		3,280 1,601 144 8,609 4,302 293 216 4,080 - - - - 22,525		12,000 14,100 150 10,000 40,000 1,000 30,000 25,000 50,000 10,000 20,000 925 223,214		8,720 12,499 6 1,391 35,698 707 9,784 25,920 25,000 50,000 10,000 20,000 925 200,689	27.3% 11.4% 96.0% 86.1% 10.8% 29.3% 2.2% 13.6% 0.0% 0.0% 0.0% 0.0% 0.0% 0.0%	
Excess (Deficiency) of Revenues Over Expenditures		6,328		6,333		(49,394)		55,727		
Other Financing Sources (Uses)										
Transfer from District No. 2 Transfer from District No. 3 Transfer to District No. 2		- 2 (4,000)		13,666 2 (4,000)		47,205 149 -		(33,539) (147) (4,000)		
Total Other Financing Sources (Uses)		(3,998)		9,668		47,354		(37,686)		
Change in Fund Balance		2,330		16,001		(2,040)		18,041		
Beginning Fund Balance		18,417		4,747		10,719		(5,972)		
Ending Fund Balance	\$	20,748	\$	20,748	\$	8,679	\$	12,069		

#### ROAM METROPOLITAN DISTRICT NO. 1 Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual Debt Service Fund For the 3 Months Ending, March 31, 2023

Account Description	Period Actual	YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues					
Property Tax Revenue Specific Ownership Tax	\$- 9	\$- 9	\$	\$ (1,548) (84)	0.0% 9.6%
Total Revenues	9	9	1,641	(1,632)	0.5%
Expenditures					
Treasurer's Fees	-	-	77	77	0.0%
Total Expenditures	-	<u> </u>	77	77	0.0%
Excess (Deficiency) of Revenues Over Expenditures	9	9	1,564	(1,555)	
Transfers and Other Sources (Uses)					
Transfer to District No. 2 Transfer from District No. 2	- 52,608	52,608	(1,563) -	1,563 52,608	
Total Transfers and Other Sources (Uses)	52,608	52,608	(1,563)	54,171	
Change in Fund Balance	52,617	52,617	1.00	52,616	
Beginning Fund Balance	-	-	-	-	
Ending Fund Balance	\$ 52,617	\$ 52,617	\$ 1	\$ 52,616	

#### ROAM METROPOLITAN DISTRICT NO. 1 Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual Capital Projects Fund For the 3 Months Ending March 31, 2023

Account Description	Per	iod Actual	YTD Actual		 Budget		avorable Ifavorable) /ariance	% of Budget
Revenues								
Developer Advance	\$	16,297	\$	16,297	\$ -	\$	16,297	-
Total Revenues		16,297		16,297	 -		16,297	-
Expenditures								
Engineering Neighborhood Park Pedestrian Bridge Landscaping Pond Work Road Work & Utilities Meadow Homes Pedestrian System Pedestrian Paths		12,091 - - - - - - -		12,091 - - - - - - -	$\begin{array}{c} 150,000\\ 825,000\\ 50,000\\ 100,000\\ 750,000\\ 1,600,000\\ 1,200,000\\ 300,000\end{array}$		137,909 825,000 50,000 100,000 750,000 1,600,000 1,200,000 300,000	8.1% 0.0% 0.0% 0.0% 0.0% 0.0% 0.0%
In-Town Condos Infrastructure Monument Sign				12,091	 100,000 100,000 5,175,000		100,000 100,000 5,162,909	0.0% 0.0% 0.2%
Total Expenditures Excess (Deficiency) of Revenues Over Expenditures Other Financing Sources (Uses)		4,206		4,206	 (5,175,000)		5,179,206	0.2 %
Transfer from District No. 2		-		-	5,175,000		(5,175,000)	
Total Other Financing Sources (Uses)		-		-	 5,175,000		(5,175,000)	
Change in Fund Balance		4,206		4,206	-		4,206	
Beginning Fund Balance		(20,954)		(20,954)	-		(20,954)	
Ending Fund Balance	\$	(16,748)	\$	(16,748)	\$ -	\$	(16,748)	

# WORK ORDER #6 TO MASTER SERVICES AGREEMENT

This Work Order is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023, by and between **ROAM METROPOLITAN DISTRICT NO. 1** (the "District"), and **INDEPENDENT DISTRICT ENGINEERING SERVICES**, LLC ("Consultant"), collectively, the "Parties." Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and Consultant, dated September 12, 2019 (the "Agreement").

1. <u>Services</u>. The Services to be provided by Consultant pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto.

2. <u>Compensation</u>. Consultant hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Consultant for the satisfactory performance of the Services based on a time and materials basis, not to exceed a total amount of \$118,000, as set forth in **Exhibit A-1** attached hereto. The District's payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Consultant for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Consultant in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. <u>Term</u>. The term of this Work Order shall begin on July 1, 2023, and shall terminate on December 31, 2023 or upon the completion of the Services by Consultant.

4. <u>Modification</u>. This Work Order may not be amended, modified or changed, in whole or in part, except by a Change Order executed by the District and the Consultant. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 13 of the Agreement.

5. <u>Integrated Agreement.</u> This Work Order has been issued pursuant to, and is hereby made a part of, the Agreement. The terms and conditions of the Agreement remain in full force and effect and shall apply to this Work Order and the Services performed hereunder.

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 2023.

#### **ROAM METROPOLITAN DISTRICT NO. 1**

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

Its: \_\_\_\_\_

## INDEPENDENT DISTRICT ENGINEERING SERVICES, LLC

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

Its: \_\_\_\_\_

### EXHIBIT A-1 TO WORK ORDER #6 SCOPE OF SERVICES AND PAYMENT FOR SERVICES



District Engineering SERVICES

# METROPOLITAN DISTRICT Services proposal

WWW.IDESLLC.COM



June 20, 2023

Roam Metropolitan District 141 Union Boulevard, Suite 150 Lakewood, CO 80602

## ENGINEER'S PROPOSAL FOR CONTINUED DISTRICT ENGINEERING SERVICES FOR ROAM METROPOLITAN DISTRICT (WORK ORDER 6)

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to provide District Oversight Services for the Roam Metropolitan District (District) in the Town of Winter Park, Colorado.

#### **SCOPE OF SERVICES**

**Pre-Qualification, Bid and Award of Project –** IDES can provide contractor pre-qualification services including Contractor notification, reviewing of AIA forms, and recommendation of qualified contractors. IDES can conduct the bid process which includes development of the bid documents, bid schedules and technical specifications, answer questions, prepare addendum, prepare engineer's probable cost estimate, and conduct a bid opening. IDES can make recommendations to the Board for Contractor selection.

**Project Cost Estimating and Control –** IDES can provide Project Cost Estimates. Project cost estimating services may include updating of initial estimate, plan quantity and pay item take-offs and specialty cost estimates needed in support of various agreements, reporting requirements or other as-needed estimates. Special reports including cost share reimbursements, bonding agency reports and other specialized reports that can be produced as requested.

**Construction Observation –** IDES can provide part- to full-time construction observation for compliance with the Contract Documents for all phases of construction activities. Information gained by construction observation will be complied in a daily report and used for construction administration activities. Reports with photos will be submitted and maintained electronically. Increases or decreases in the construction schedule may impact the estimated hours.

**Construction Administration and Coordination –** IDES can provide construction administration activities including partial pay request processing, submittal review coordination, change orders review, force account, permit management, project close-out, claim reviews, warranty issues and other tasks as necessary to provide project documentation. IDES can provide construction coordination activities including project coordination with stakeholders, monitor project scheduling, jurisdictional coordination and other activities necessary to provide coordination.

Aerial Photography - IDES will provide aerial shots unless site is in a restricted airspace per FAA regulations.

**Meetings** – IDES can participate in project meetings as necessary. Meetings may include District Board meetings, project status meetings, local jurisdiction coordination meetings, construction progress meetings, miscellaneous field meetings and other meetings with project stakeholders as required or requested.

**Project Administration and Coordination –** IDES can maintain District project files, issues tracking lists, meeting minutes, agreements and contract files, plan files, schedules, and other program administration activities as needed to support the Project. IDES can provide project coordination with consultants, local agencies, traffic control, utilities, power companies and other public utilities, residents and other entities as requested.

**District Compliance –** IDES can provide necessary on-going Metro District support services including but not limited to, coordination with the District, District consultant, Contractors, local jurisdictions, adjacent developers, utility companies and other Project Stakeholders, participate in the development and administration of various agreements with Project Stake holders required for the project, provide needed information and coordination with the Board's legal counsel and accountants for District reporting requirements. This will also include invoice and pay application review monthly, expenditure verification for the District Board and reporting of facilities acquisitions to the District Board monthly.

**Consultant Administration –** IDES can provide support services for the progress and completion of Consultants Services. IDES can process invoicing from consultants and make recommendations to the District for payment.

**Infrastructure Acquisition** – IDES will assist the District with the Infrastructure Acquisition by gathering and logging all the documentation required by the Improvement Acquisition, Advance and Reimbursement Agreement as well as the 2019 Funding and Reimbursement Agreement to ensure the Developer has met all the required requirements for infrastructure acquisition and reimbursement. IDES will coordinate with the Developer and District to gather this information, make sure it is complete and then create a report recommending acquisition.

Additional Services – IDES assisted with the bonding process by answering some of bond counsel's questions on the improvements the bonds will pay for. IDES assisted with physical postings for Board meetings. This work has been done, but is being included in this work order for completeness of contract. Additional fee was also estimated for any future unforeseen additional services that may arise.

**Cost Certification** – IDES will continue to review the documentation provided by the District to determine the scope of District eligible improvements and the claimed cost for the improvements. Based on the information provided, IDES will prepare cost certifications of District eligible improvements and expenditures. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare Engineer's Reports for Cost Certification. Each report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan. IDES will perform site visits as needed and participate in meetings and conference calls as needed to complete these reports. This proposal is for Cost Certification Reports required in 2021.

#### **District Expenditure Verification**

Based on the information provided, IDES can prepare a cost verification of District eligible improvements. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's Report for Verification of District Expenditures. The report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan.

#### FEE

IDES proposes to perform Services on a Time and Materials Basis in accordance with the Charge Rate Schedule below. We will provide services to the District as requested and bill only for the actual time required to complete the services. Based on our experience, a Not to Exceed amount of \$118,000 should allocate the funds required for the tasks, and any excess funds may be used for additional services.

#### 2023 CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. Hourly rates are revised periodically to reflect the current cost for delivery of services and the fees charged for services under this engagement may change without notice. The District agrees that IDES is authorized perform a task authorized under this scope of services at the direction of any individual board member.

#### **Billing Rates:**

The following Billing Rates shall apply for the Task Order:

Project Administrator	\$ 115.00 per hour
Senior Contract Administrator	\$ 145.00 per hour
Project Engineer	\$ 140.00 per hour
Project Engineer II	\$ 150.00 per hour
Project Manager	\$ 155.00 per hour
Project Manager II	\$ 165.00 per hour
Construction Manager	\$ 165.00 per hour
Construction Manager II	\$ 175.00 per hour
Professional Engineer	\$ 175.00 per hour
Senior Construction Manager	\$ 195.00 per hour
District Engineer	\$ 190.00 per hour
Director	\$ 200.00 per hour
Principal	\$ 225.00 per hour

#### **Reimbursable Expenses**

Mileage Plan Copies, outside copies, other items Subcontractor IRS Rate + 10% at cost + 10% at cost + 10%

If you have any comments or questions, please feel free to contact me. We appreciate the opportunity to submit this proposal.

Respectfully Submitted, Independent District Engineering Services, LLC

Brandon Collins Vice President

#### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "<u>Easement</u> <u>Agreement</u>") is entered into as of this <u>8th</u> day of <u>June</u>, 20<u>23</u>(the "<u>Effective Date</u>") by and between FRASER RIVER DEVELOPMENT CO LLC, a Colorado limited liability company ("<u>Grantor</u>"), and ROAM METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado ("<u>Grantee</u>"), each referred to in this Easement Agreement as a "<u>Party</u>," and, collectively, as the "<u>Parties</u>."

#### **RECITALS:**

A. Grantor is the owner of certain real property in the Town of Winter Park, Grand County, State of Colorado, described in <u>Exhibit A</u> attached hereto and incorporated herein (the "<u>Easement Property</u>");

**B.** Grantee is a metropolitan district that intends to finance, own, operate, construct and/or maintain certain public improvements that are necessary to serve the Project (defined below);

**C.** Grantee has contracted with and/or may contract in the future with various consultants and contractors (the "<u>Vendors</u>") to design, construct, and install various public improvements within the Easement Property (whether now in effect or to be entered into in the future, the "<u>PI Contracts</u>") for the multi-use project known as the Roam Development (the "<u>Project</u>"); and

**D.** Grantee desires to obtain, and Grantor is willing to grant, an easement in, over, across, and through the Easement Property to allow Grantee to authorize and cause the Vendors to complete public improvements for the Project and perform related services (the "**Public Improvements Construction**") upon the terms and conditions contained in this Easement Agreement.

#### AGREEMENT

For good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **GRANT OF EASEMENT**. Grantor hereby grants, declares, establishes, and creates for the benefit of Grantee, its Vendors, and their respective directors, employees, agents, contractors, subcontractors, assigns, and agents (collectively the "**Grantee's Responsible Parties**"), a non-exclusive, temporary construction easement on, over, under, through and across the Easement Property: (a) for the purpose of undertaking the Public Improvements Construction and carrying out the PI Contracts; and (b) for reasonable access, ingress, and egress necessary to accomplish the foregoing (the "**Easement**"). Grantee shall provide a copy of this Agreement to any Vendor accessing or utilizing the Easement Property, which shall serve a notice of non-liability under C.R.S. § 38-22-105(2). Grantee agrees to provide such information and otherwise cooperate with the Grantor as necessary to allow Grantor to serve or post such notice.

2. <u>TERM</u>. Unless sooner terminated in accordance with the terms of this Easement Agreement, the term of the Easement (the "<u>Term</u>") shall commence effective as of October 12, 2021 and shall be effective until the completion of the Public Improvements Construction under the PI Contracts on the Easement Property and final acceptance thereof by the Grantee or other

applicable public entity that will own and operate the same, including the conveyance of the necessary property interest required thereby.

#### 3. <u>CONDUCT OF EASEMENT ACTIVITY / COVENANTS.</u>

**3.1 INTERFERENCE.** Grantee shall have the right to remove, in a commercially reasonable manner, any and all objects interfering with Grantee's use of the Easement Property as permitted in this Agreement. For PI Contracts not yet signed as of the date the Parties execute this Agreement (the "Future PI Contracts"), Grantee will require the Vendors conduct the Public Improvements Construction in accordance with all applicable laws and regulations and utilize the Easement Property in strict compliance with the terms of this Agreement as a term of the Future PI Contracts affecting the Easement Property. Upon completion of the Public Improvements Construction in the Easement Property, Grantee shall use commercially reasonable efforts to restore, or cause to be restored, the Easement Property to the condition that existed immediately prior to Grantee's entry onto the Property (except for the presence of completed Public Improvements and adjustments to the Easement Property necessitated thereby).

**3.2** <u>LATERAL AND SUBJACENT SUPPORT</u>. It is specifically agreed between and among the Parties that, except as provided in this Easement Agreement, Grantor shall not take any action which would impair the lateral or subjacent support to the Easement Property.

**3.3** <u>AUTHORITY TO ENTER INTO EASEMENT AGREEMENT</u>. Grantor hereby warrants, covenants, grants, bargains, and agrees to and with Grantee that Grantor has good right, full power, and lawful authority to enter into this Easement Agreement and grant the Easement herein to Grantee.

4. MECHANIC'S LIENS. Grantee will pay or cause to be paid all costs for the Public Improvements Construction and use and enjoyment of the Easement and will keep the Easement Property free and clear of all mechanic's liens and other liens on account of any use of the Easement by Grantee or Grantee's Responsible Parties. Acknowledging that once granted, the Easement Property constitutes Grantee's public property interest and is not subject to mechanic's lien in connection with the Public Improvements Construction, should any liens be filed or recorded against the Property or any portion thereof, or any action affecting title thereto be commenced in connection with Grantee's use of the Easement (a "Lien"), Grantee will cause such Lien to be removed of record within twenty (20) days of receiving notice thereof. If Grantee desires to contest any such Lien, Grantee will file a bond with the appropriate court and obtain a release of such Lien pursuant to C.R.S. § 38-22-132, as amended, or take such other action to obtain a release of such Lien as appropriate in light of the Easement Property constituting Grantee's public property interest. If a final judgment establishing the validity or existence of any Lien for any amount is entered, Grantee will immediately pay and satisfy the same. If Grantee will be in default in paying any charge for which a Lien or suit to foreclose such Lien has been recorded or filed and will not have bonded over such Lien as provided above, Grantor may (but without being required to do so) pay such Lien and any costs and amounts so paid, together with reasonable attorneys' fees incurred in connection therewith, will be immediately due and payable from Grantee.

5. <u>INSURANCE</u>. In Future PI Contracts affecting the Easement Property, Grantee will require any Vendors (and their subcontractors) using the Easement Property to maintain, commercial general liability insurance insuring against claims for death, personal injury and property damage arising out of Vendor's (and such subcontractor's) use of the Easement, in an amount of not less than \$1,000,000 combined single limit coverage for bodily injury and property damage on an occurrence basis (the "**Insurance**"). In Future PI Contracts affecting the Easement Property, Grantee will require Vendor name Grantor as an additional insured on the Insurance. Grantee, within twenty (20) days of its receipt of a written request from Grantor, will provide proof of the Insurance, which proof may consist of a certificate of insurance and/or copies of policies, and Grantee will cause the Vendors to comply with the Insurance requirements provided herein.

6. <u>TERMINATION</u>. Grantee may terminate this Easement Agreement, in whole or in part, at any time prior to the expiration of the Term upon thirty (30) days' written notice to Grantor. Upon termination or expiration of this Easement Agreement, (a) Grantee shall execute and cause its Vendor(s) to execute any releases or other documents as may be necessary or desirable to remove this Agreement from title to the Easement Property; and (b) Grantee will ensure that all of Grantee's and Vendors' equipment and materials are promptly removed from the Easement Property.

#### 7. <u>General Provisions</u>.

7.1 <u>RUN WITH THE LAND</u>. This Easement Agreement, including the Easement and all other covenants, agreements, rights, and obligations created hereby, shall run with the Easement Property and shall be binding on all persons having or acquiring fee title to the Easement Property so long as this Easement Agreement is in effect.

7.2 <u>AMENDMENT</u>. This Easement Agreement may not be altered in whole or in part except by a written modification executed by the Parties.

7.3 <u>GOVERNING LAW</u>. This Easement Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

7.4 **NO JOINT VENTURE**. Nothing in this Easement Agreement is intended to create a joint venture, partnership, or common enterprise relationship of any kind between the Parties. The obligations of each Party are the sole and several obligations of such Party.

7.5 **BINDING EFFECT**. This Easement Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, heirs, and assigns.

7.6 <u>UNENFORCEABLE PROVISIONS</u>. The terms, conditions, and covenants of this Easement Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Easement Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

7.7 <u>**REPRESENTATION OF CAPACITY TO CONTRACT.</u>** Each signatory to this Easement Agreement represents and warrants that he/she has the authority to execute this Easement Agreement.</u>

7.8 <u>OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT COUNSEL</u>. Each of the Parties warrants and represents that it has been advised to consult independent legal counsel of its own choosing and has had a reasonable opportunity to do so prior to executing this Easement Agreement.

7.9 **NOWAIVER.** The failure of any Party to enforce any term, covenant, or condition of this Easement Agreement on the date it is to be performed shall not be construed as a waiver of

that Party's right to enforce such term, covenant, or condition, or any other, term, covenant, or condition of this Easement Agreement at any later date.

7.10 <u>COUNTERPARTS</u>; FACSIMILE. This Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. This Easement Agreement may be executed by facsimile, and each such facsimile signature shall be deemed to be an original.

7.11 <u>NO WAIVER OF GOVERNMENTAL IMMUNITY</u>. No provision of this Easement Agreement shall act or be deemed to be a waiver of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq*.

**8.12** <u>NO GENERAL PUBLIC DEDICATION</u>. Nothing contained in this Easement Agreement will be deemed a gift or dedication of any portion of the Easement Property for the general public or grant of any rights to the general public.

[Signature page follows]

#### **GRANTEE:**

Jourson 5 B Insilent lts: STATE OF Colora ) SS. COUNTY OF  $\underline{\mathcal{D}}$ . 0 ) The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_, 2023 by Blace Show as \_\_\_\_\_\_ as \_\_\_\_\_\_ as \_\_\_\_\_\_ day of WITNESS my hand and official seal My commission expires: JOLENE F LARSON Notary Public NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20084017133 MY COMMISSION EXPIRES JUNE 24, 2024

**ROAM METROPOLITAN DISTRICT NO. 1** 

SIGNATURE PAGE

#### **GRANTOR:**

FRASER RIVER DEVELOPMENT CO LLC, a Colorado limited liability company

By: Roe C FANC Its: MANABER

STATE OF Colorado COUNTY OF Denver	) ) SS. )
The foregoing instrument , 20 <b>23</b> by <u>Robert</u> of Fraser River Development Co LLC.	t was acknowledged before me this <u>7th</u> day of <u>C. tanek</u> as <u>Manage</u>
WITNESS my hand and o	fficial_seal.
My commission expires:	June 24, 2024
JOLENE F LARSON NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20084017133 MY COMMISSION EXPIRES JUNE 24, 2024	Notary Public

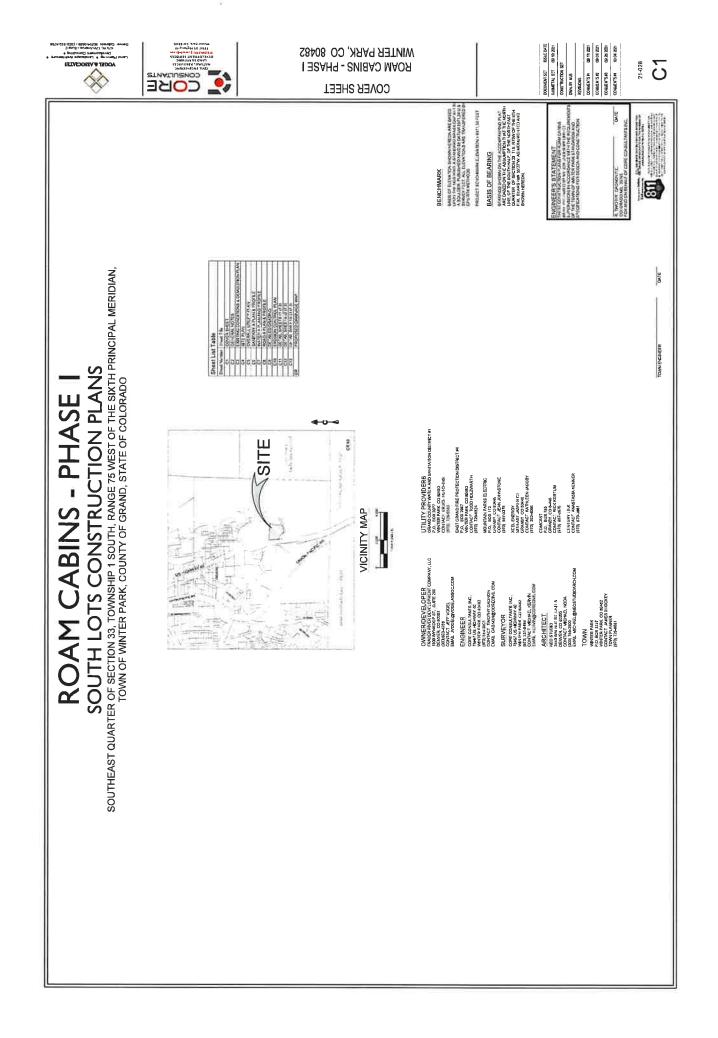
SIGNATURE PAGE

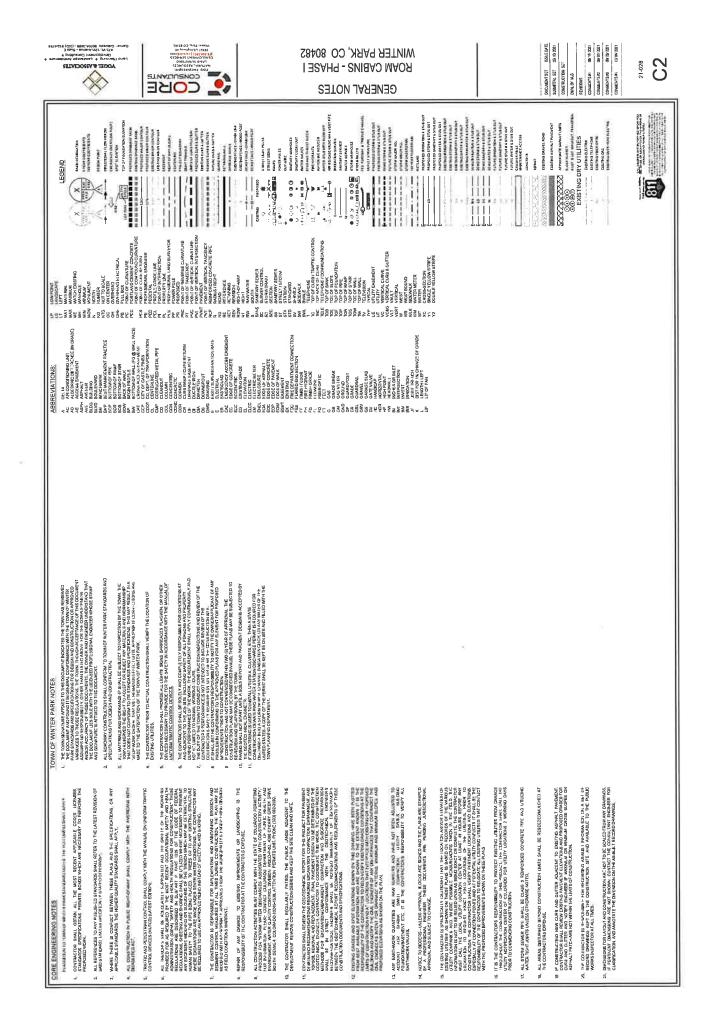
#### EXHIBIT A To Easement Agreement

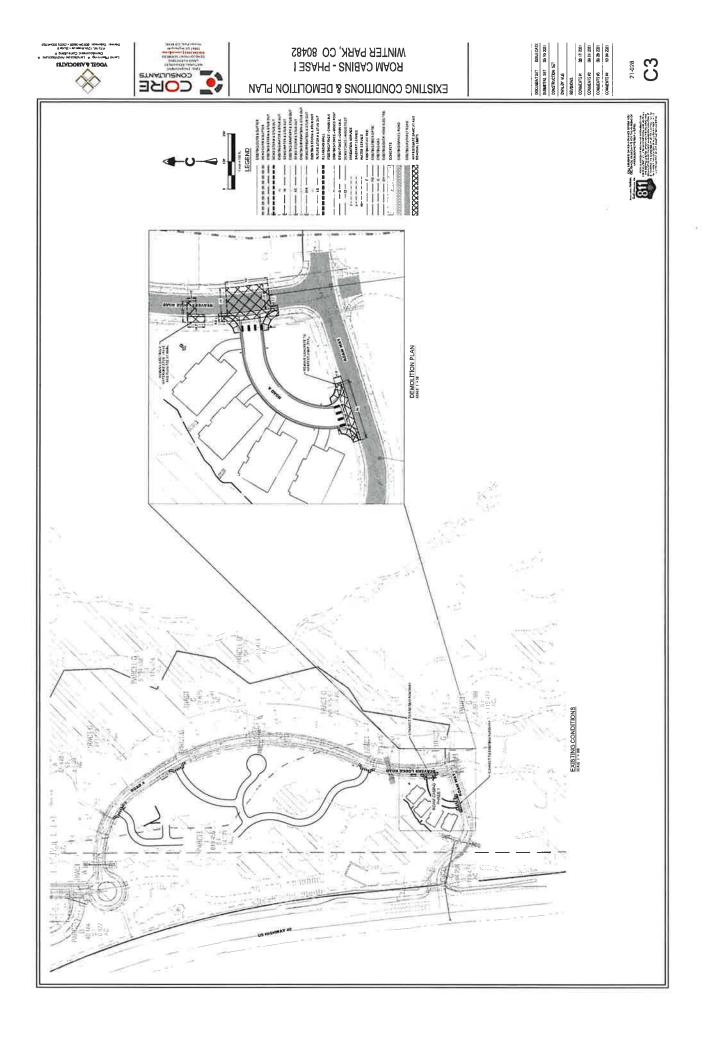
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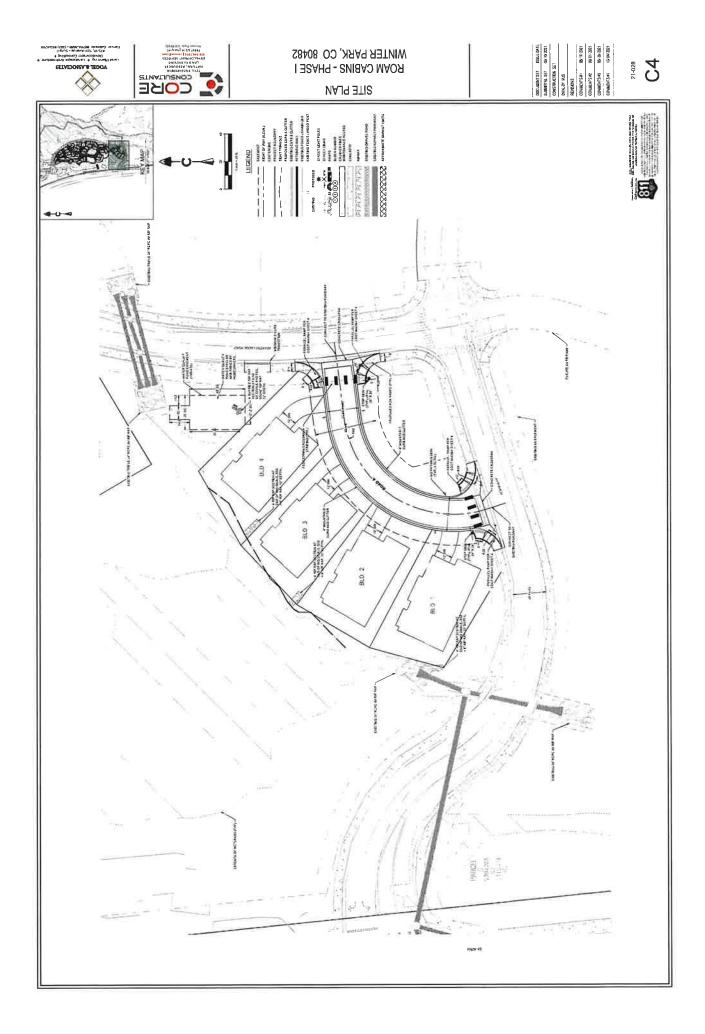
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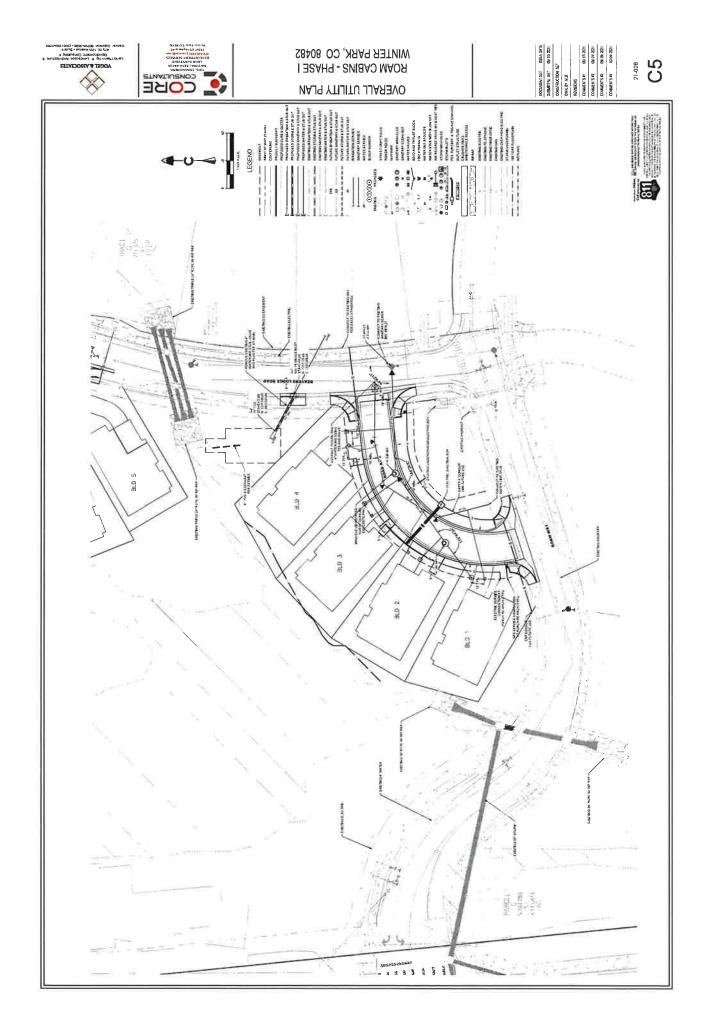
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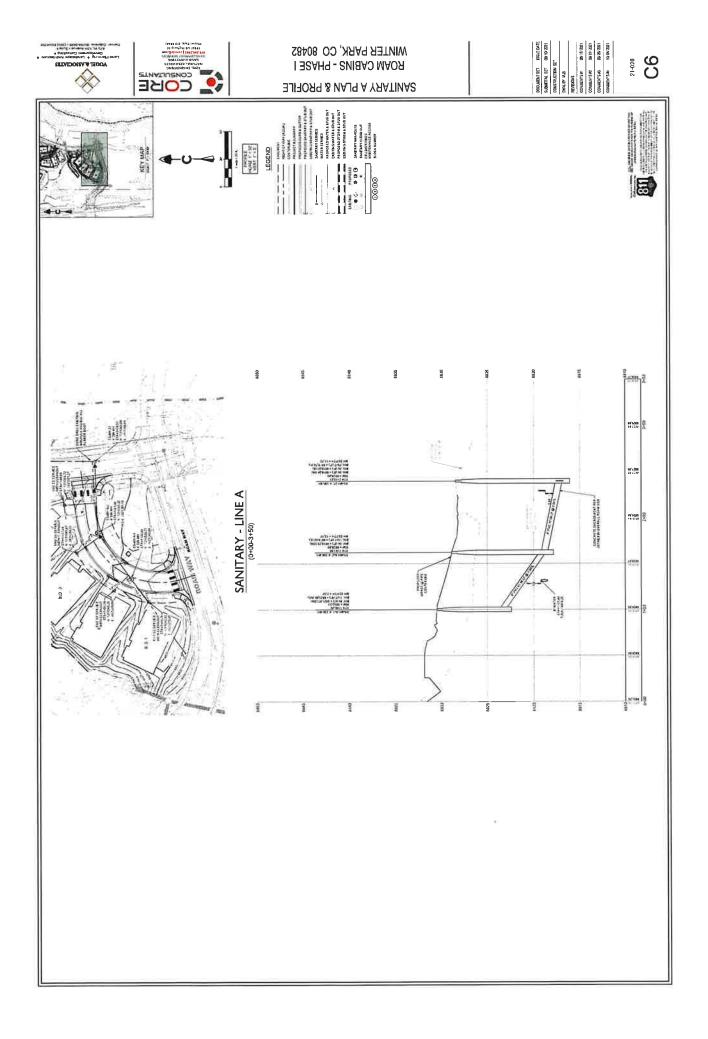


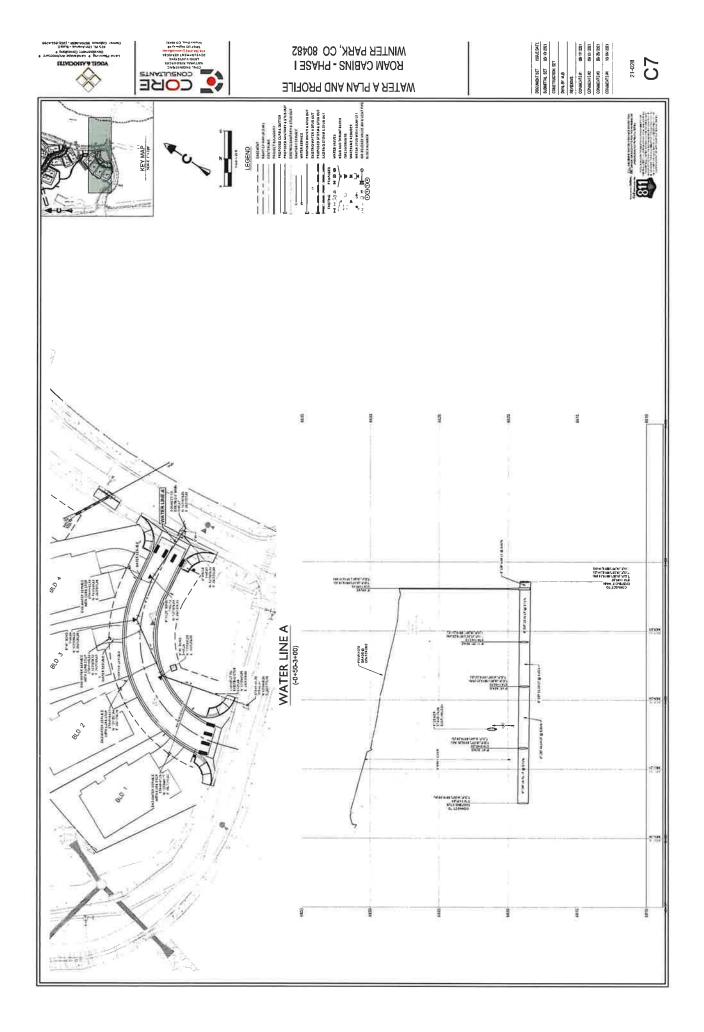


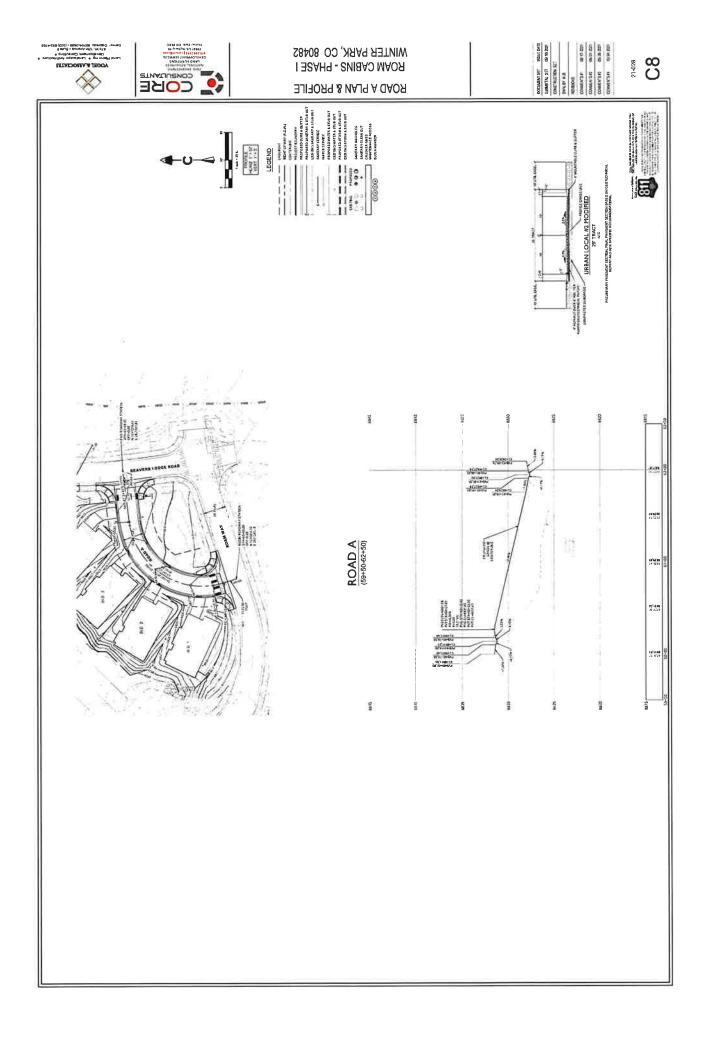


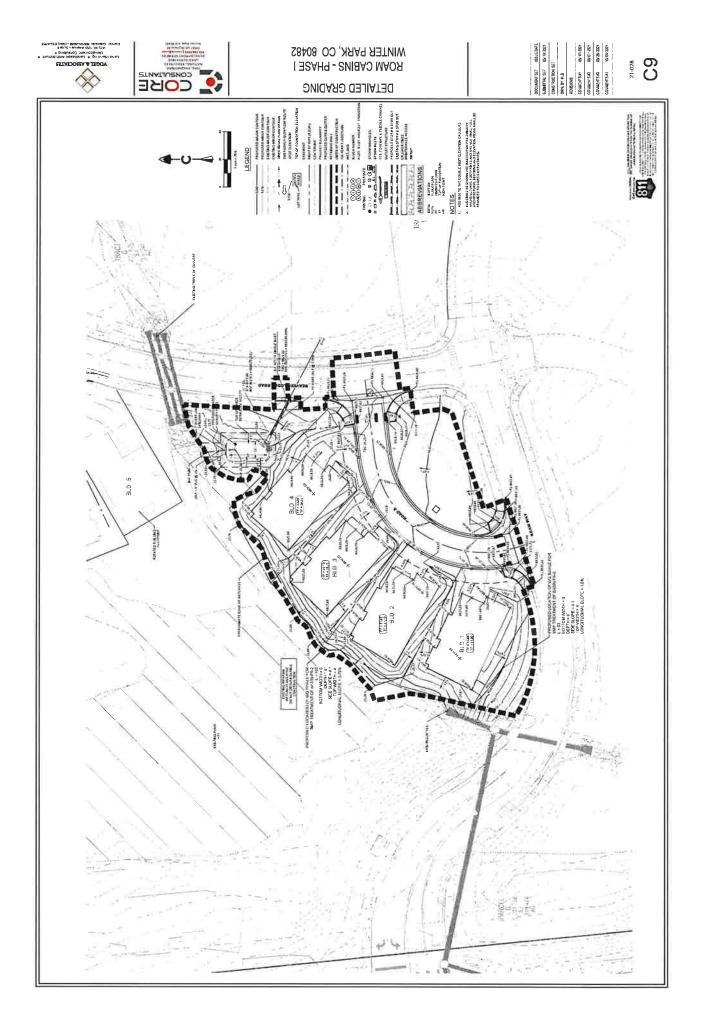


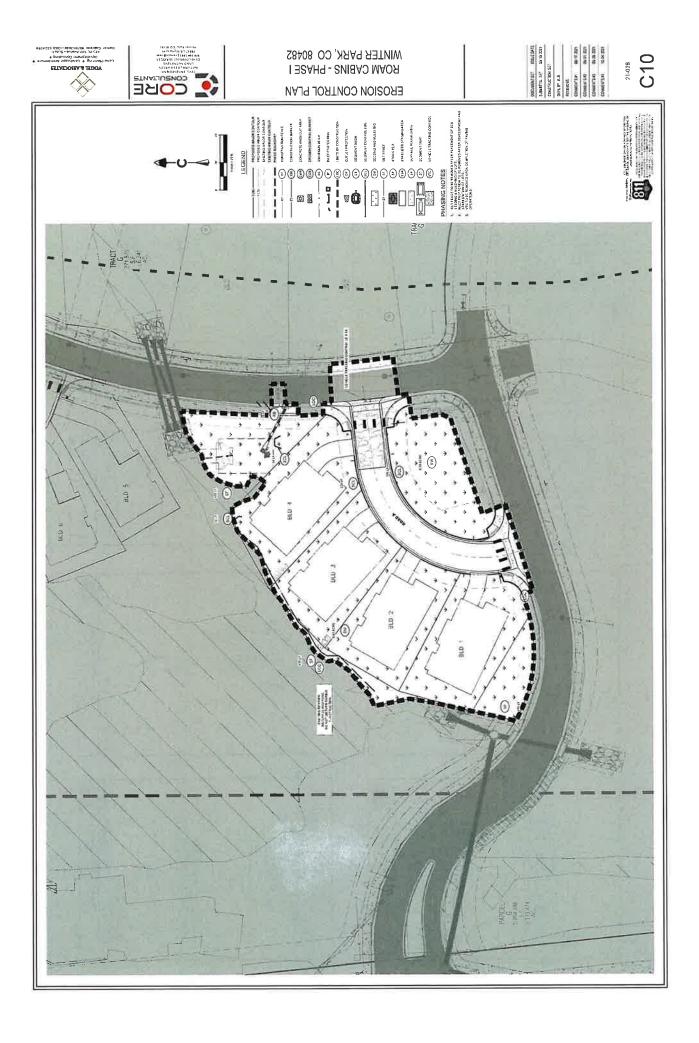


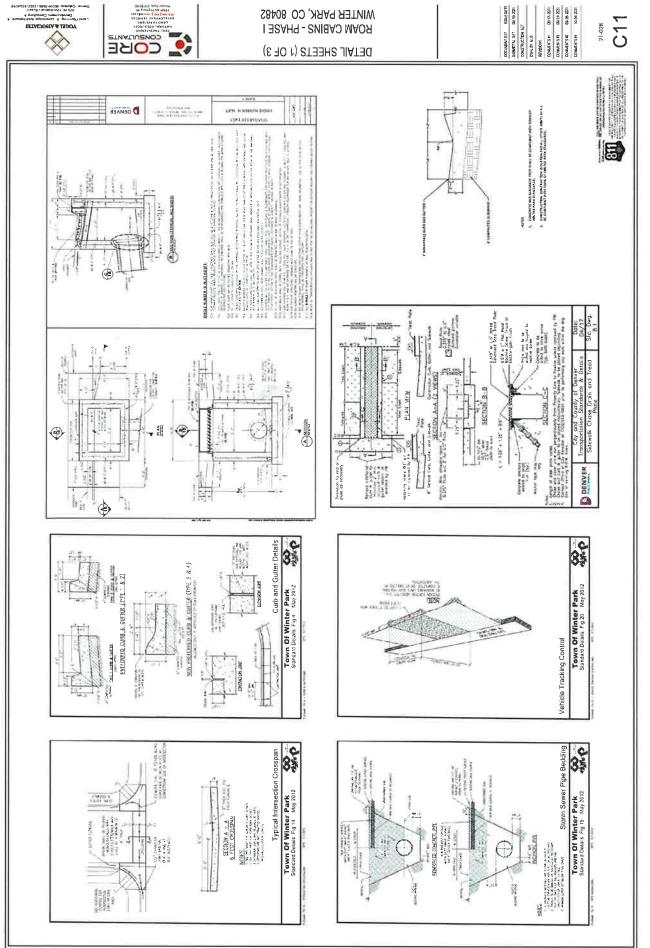


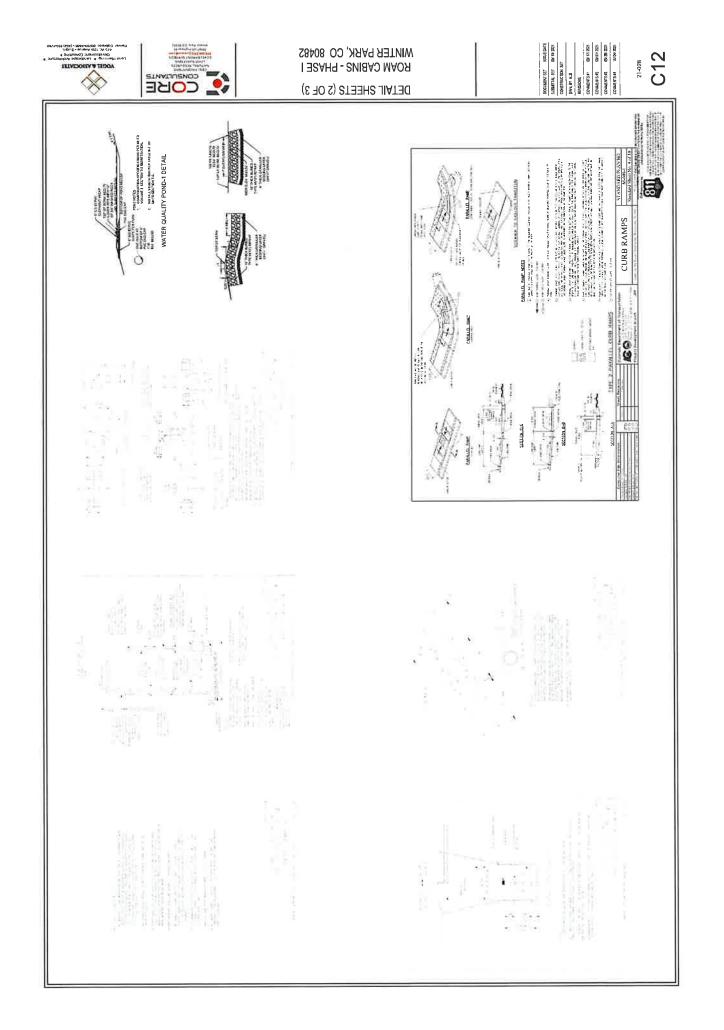


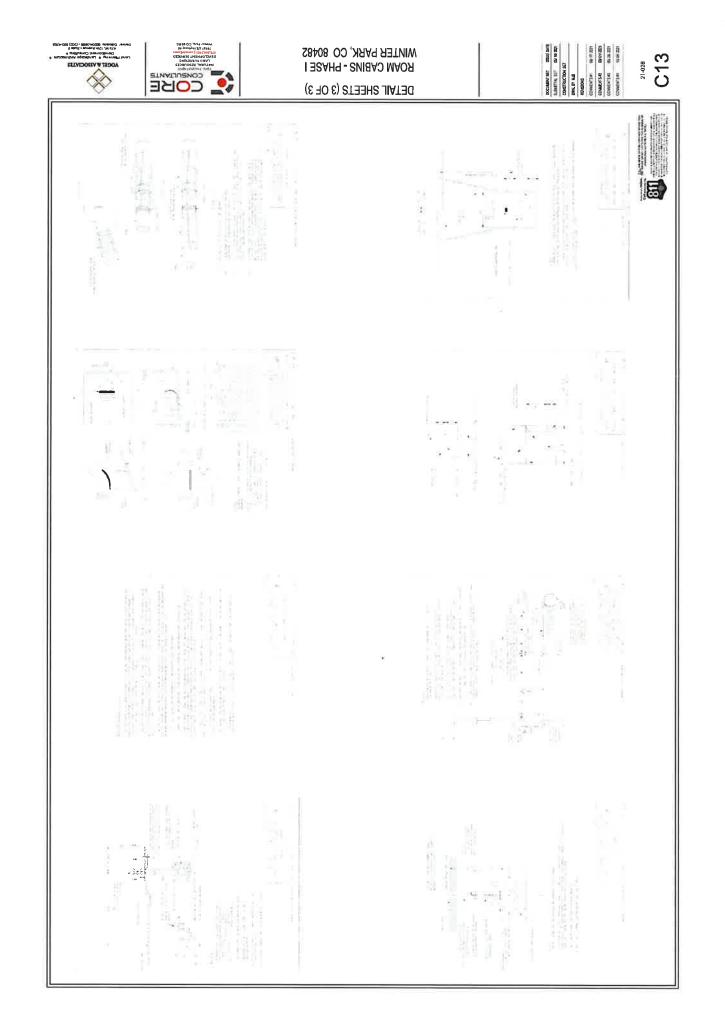


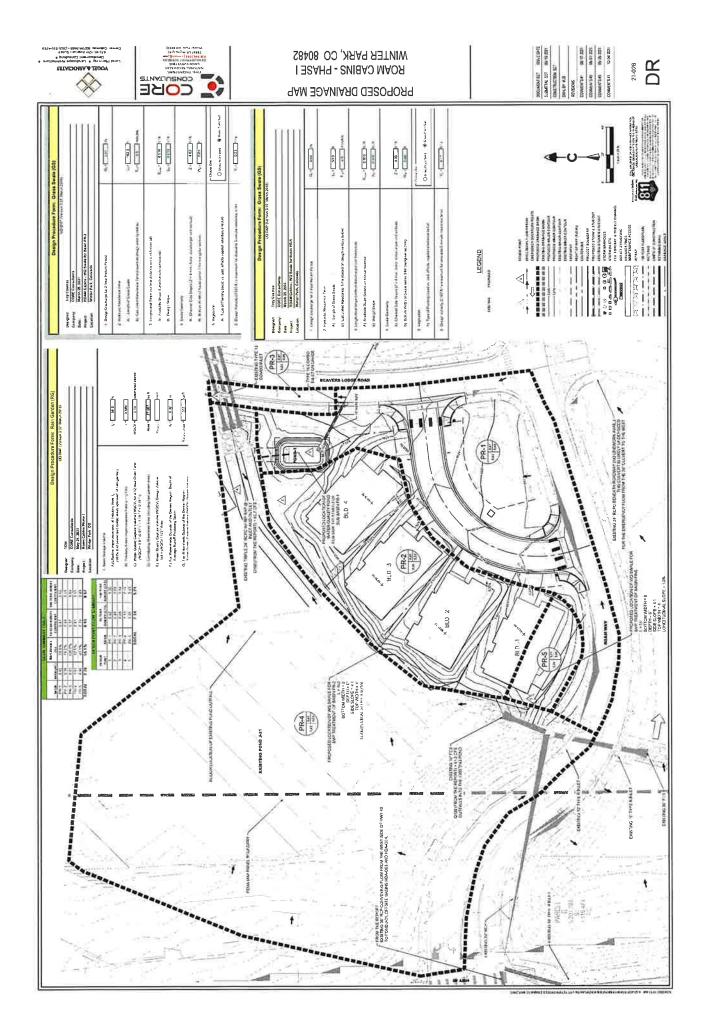


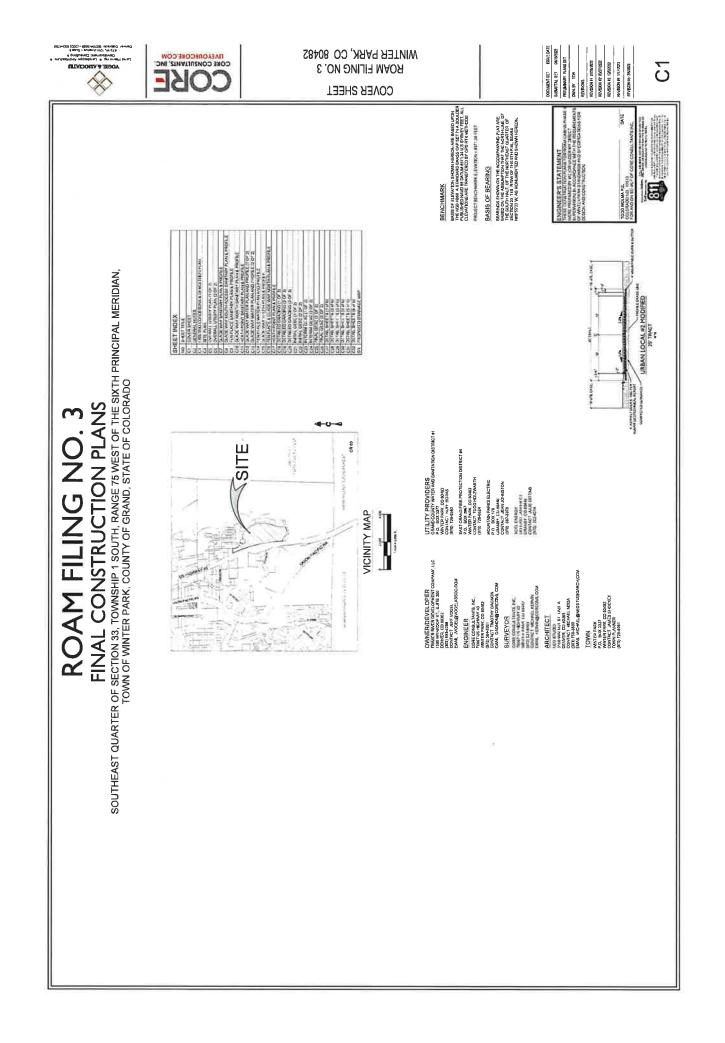


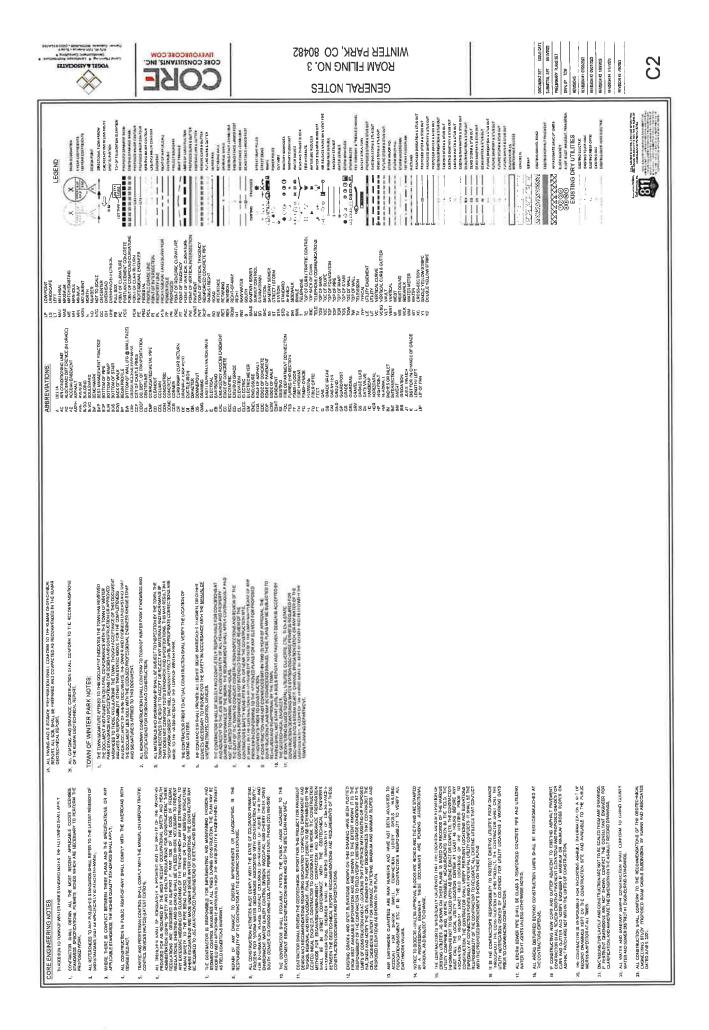


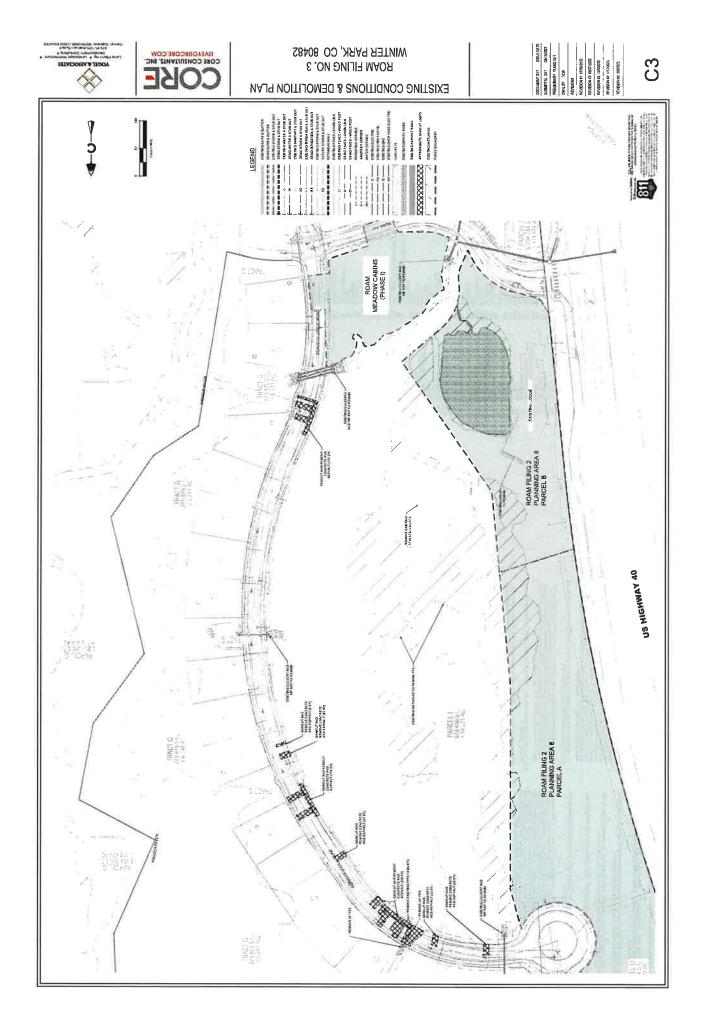


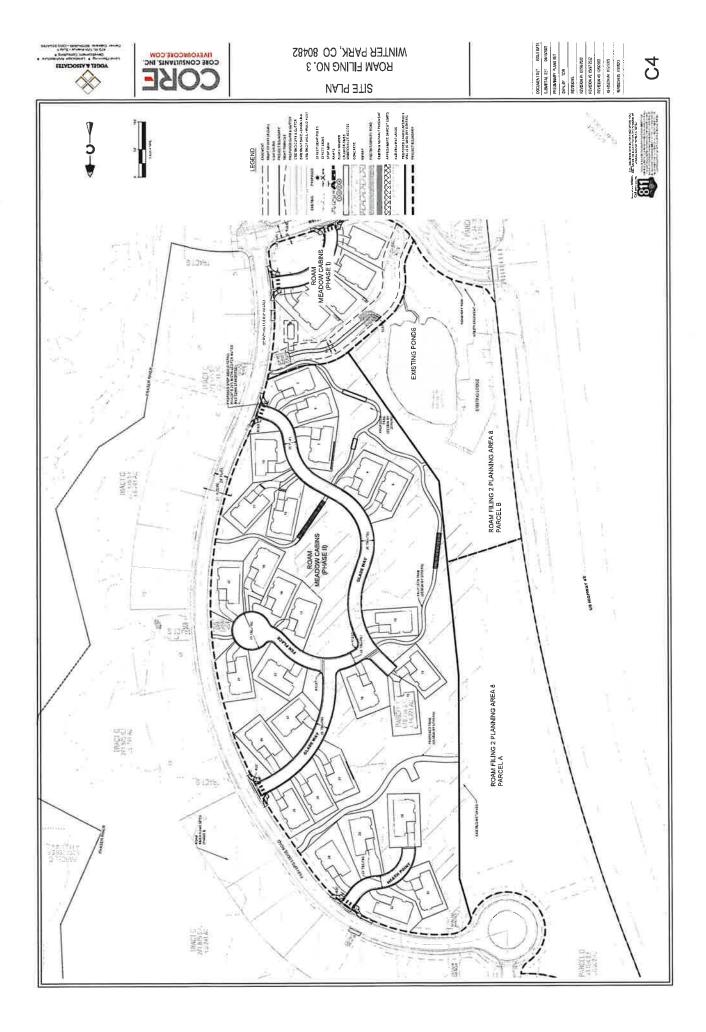


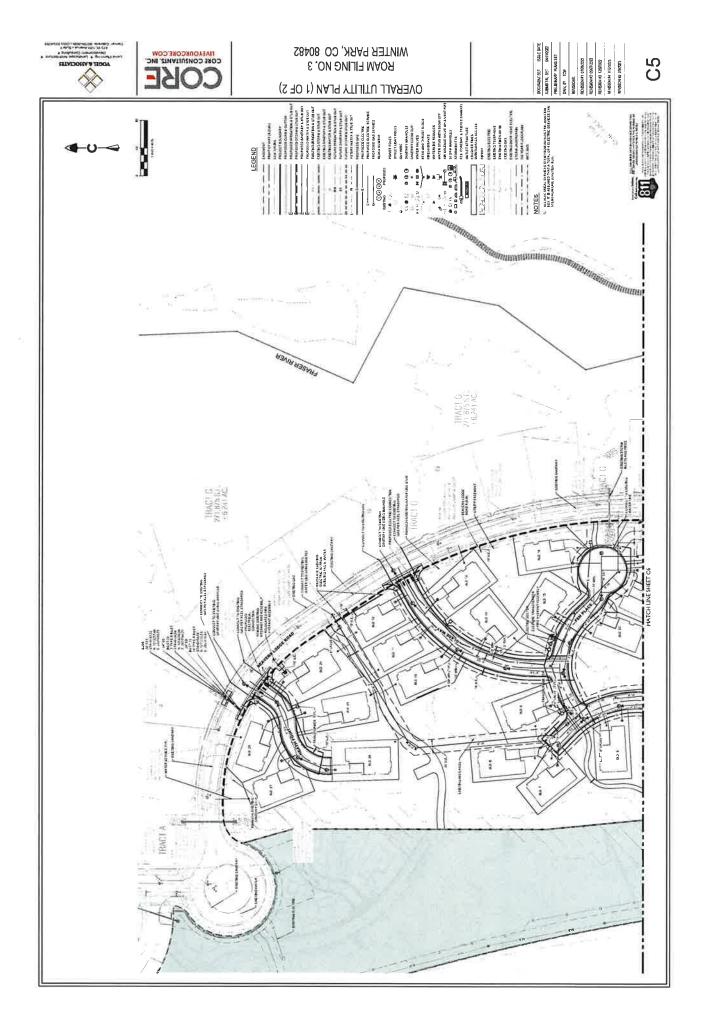


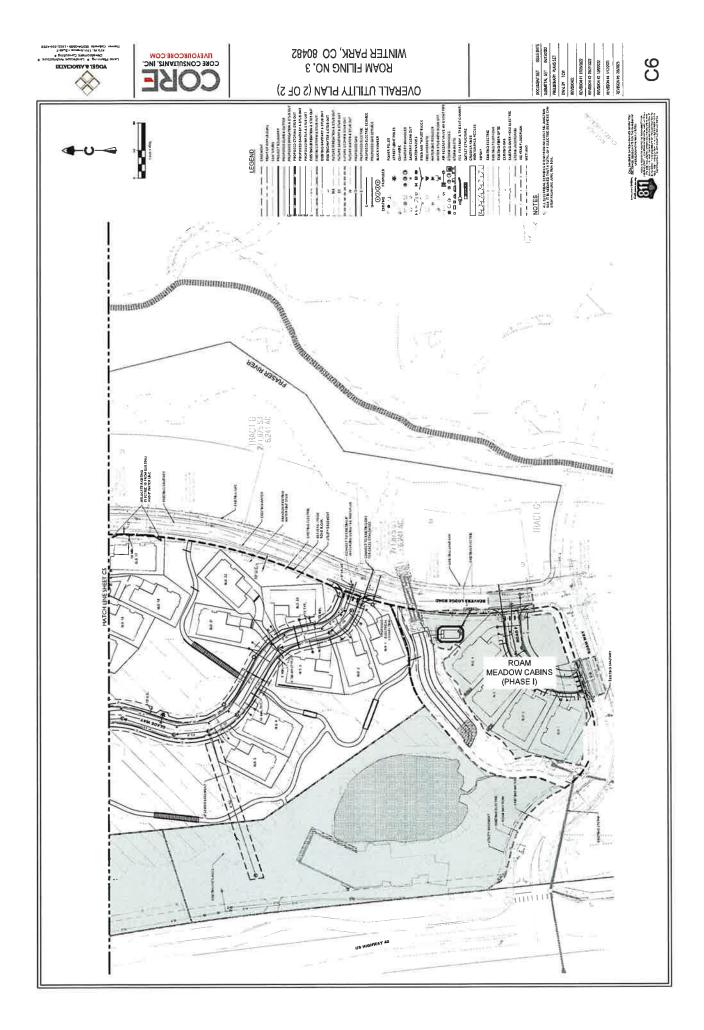


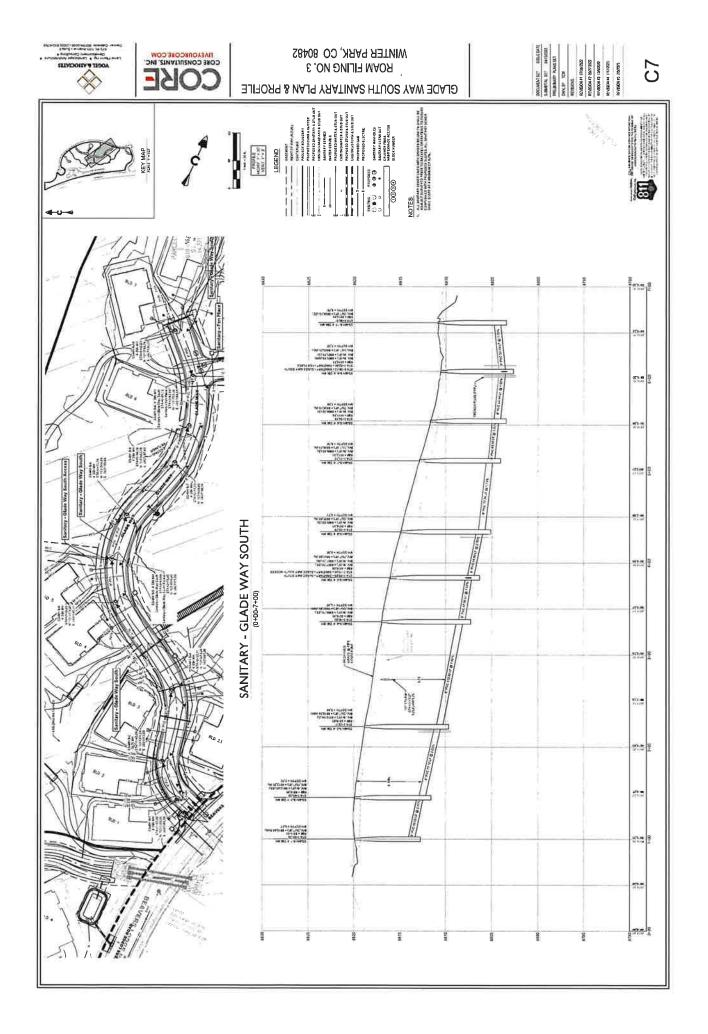


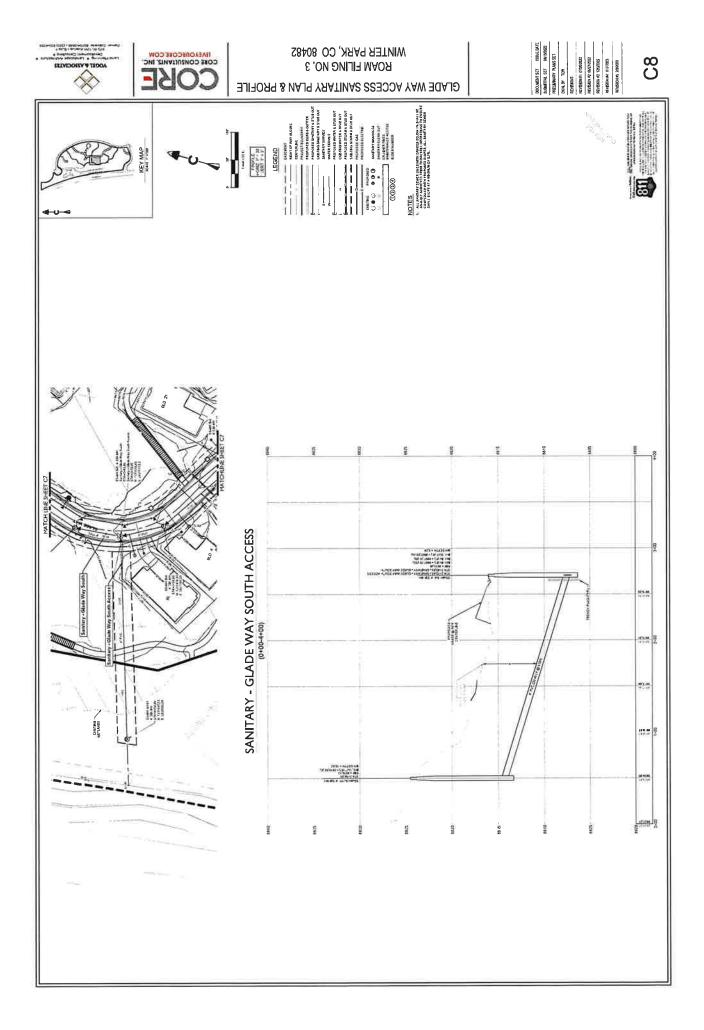


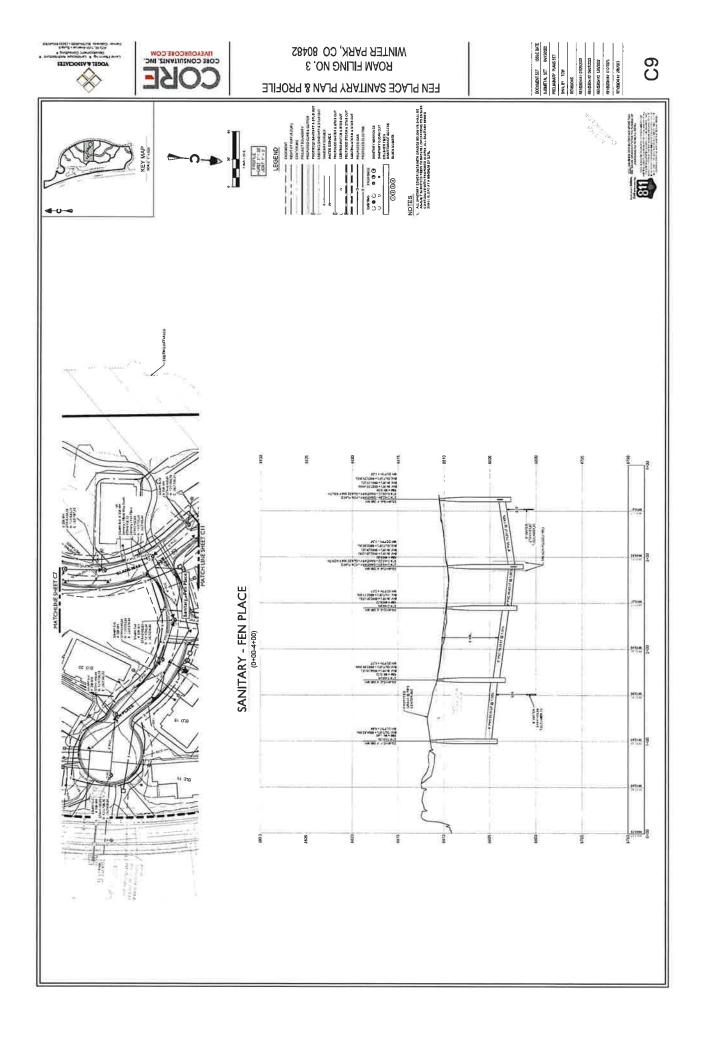


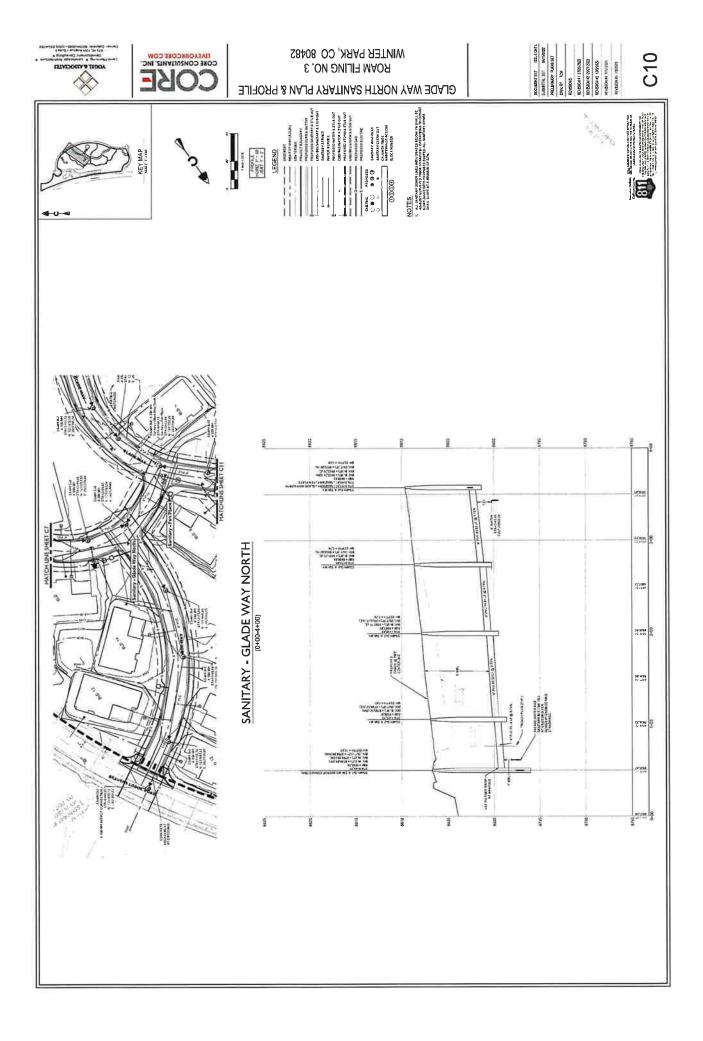












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