

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

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Blake Johnson	President	2025/May 2025
Jolene Larson	Treasurer	2025/May 2025
Robert Cyman	Secretary	2025/May 2025
Robert Klane	Assistant Secretary	2027/May 2027
Brian Ripley	Assistant Secretary	2027/May 2027

DATE: November 7, 2024

TIME: 11:00 a.m.

PLACE: This meeting will be held via Zoom. The meeting can be joined through the directions below:

** Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (jruthven@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

<https://us02web.zoom.us/j/83015456087?pwd=VEFuekdYk1LQ1F1ZWlHbDZuYk1RQT09>

Phone Number: (719) 359-4580

Meeting ID: 830 1545 6087

Passcode: 708751

One tap mobile: +17193594580,,83015456087#

I. ADMINISTRATIVE MATTERS

A. Confirmation of Quorum, Call to Order, Approval of Agenda.

B. Present Disclosures of Potential Conflicts of Interest.

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. CONSENT AGENDA

- Review and Approve the Minutes of the September 27, 2024 Regular Meeting (enclosure).
 - Adopt Resolution No. 2024-11-01 - 2025 Annual Administrative Matters Resolution (enclosure).
 - Adopt Resolution No. 2024-11-02-2025 Meeting Resolution; confirm date, time, and location of the meetings and posting of meeting notices (enclosure).
 - Adopt Resolution No. 2024-11-03—2025 Covenant Enforcement Policy (to be distributed).
 - Adopt Resolution No. 2024-11-04—Calling May 6, 2025 Election for Directors, appointing Designated Election Official (“DEO”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election (enclosure).
 - Adopt Resolution No. 2024-11-05—Approving a Second Amendment to the Public Records Policy Regarding the Inspection, Retention and Disposal of Public Records (enclosure).
 - Ratify approval of IDES Work Orders #5, #6 and #7 (enclosures).
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IV. LEGAL MATTERS

- A. Consider Temporary Construction Easement Agreement with Fraser River Development Co. (enclosure)

- B. Consider Phase 4 Development Improvement Agreement with Town of Winter Park re Community Center (enclosure).

- C. Consider Fourth Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement with Fraser River Development Co LLC, Refunding of Existing Subordinate Promissory Note, and Issuance of a New Subordinate Promissory Note (enclosure).

- D. Consider Developer Funding Agreement Cabins Phase 2 with Fraser River Development Co LLC (enclosure).

V. FINANCIAL MATTERS

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

Fund	Period Ending Oct. 31, 2024
General	\$ 9,263.10
Debt	\$ -0-
Capital	\$ 32,078.19
Total	\$ 41,341.29

B. Review and accept the unaudited financial statements through the period ending September 30, 2024 and Schedule of Cash Position as of September 30, 2024 for District No. 1 (enclosure).

C. Review and approve/ratify the District Expenditure Verification Report and approve Pay Applications therein (District No. 1) (enclosures).

D. Review and approve Requisition No. 16 (District No. 2) (to be distributed).

E. Conduct Public Hearing on the proposed 2025 Budget and consider adoption of Resolution to Adopt the 2025 Budget and Appropriate Sums of Money and Set Mill Levies for General Fund, Debt Service Fund, and Other Fund(s) (District Nos. 1, 2, and 3) (enclosures – preliminary AV, draft 2025 Budgets, and Resolutions).

VI. CAPITAL PROJECTS/OPERATIONS AND MAINTENANCE MATTERS

A. Roam Filing 3 Cabins Phase 2 Update.

B. Beaver's Lodge Community Center Update.

C. Consider Change Order No. 5 to Roam Cabins Phase 2 Contract with Mountain States Snowcats (enclosure)

VII. OTHER MATTERS

A. _____

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
DECEMBER 5, 2024.**

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD SEPTEMBER 27, 2024

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 27th day of September, 2024, at 11:00 a.m. This District Board meeting was held via Zoom at: <https://us02web.zoom.us/j/83015456087?pwd=VEFuekdYk1LQ1F1ZWlHbE1uYkYtRQT09> ; 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 Were:

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

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

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

Krystyn Gay; Allegiant Management LLC

Bob Fanch; Fraser River Development

COMBINED MEETING

The Boards of the Districts determined to hold joint meetings of the 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 reflected in these Minutes.

ADMINISTRATIVE MATTERS

Quorum/Confirmation of Meeting Location/Posting of Notice: Mr. Ruthven confirmed the presence of a quorum.

RECORD OF PROCEEDINGS

Agenda: Mr. Ruthven distributed a proposed Agenda for the Districts' Regular Meeting for the Boards' review and approval.

Following discussion, upon motion duly made by Director Larson, seconded by Director Ripley and, upon vote, unanimously carried, the Agenda was approved.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest 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.

PUBLIC COMMENT

There were no public comments at this time.

CONSENT AGENDA

Minutes: The Boards reviewed the Minutes of the August 30, 2024 Regular meeting.

Following discussion, upon motion duly made by Director Klane, seconded by Director Larson, upon vote, unanimously carried, the Boards approved the Minutes of the August 30, 2024 Regular meeting.

LEGAL MATTERS

None.

FINANCIAL MATTERS

Claims (District No. 1): The District No. 1 Board considered ratifying the approval of the payment of claims through the periods ending as follows:

Fund	Period Ending Sept. 30, 2024
General	\$ 12,522.12
Debt	\$ -0-
Capital Projects	\$ 48,720.30
Total	\$ 61,242.42

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

RECORD OF PROCEEDINGS

District Expenditure Verification Report and Pay Applications (District No. 1): Mr. Conry presented to the District No. 1 Board the District Expenditure Verification Report and Pay Applications.

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 District Expenditure Verification Report and approved Pay Applications therein.

Requisition No. 15 (District No. 2): Mr. Ruthven reviewed with the District No. 2 Board Requisition No. 15.

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 Mountain States Snowcats Pay Application No. 5 in the amount of \$528,148.53 and Requisition No. 15 in the amount of \$23,951.55.

**CAPITAL
PROJECTS/
OPERATIONS AND
MAINTENANCE
MATTERS**

Roam Filing 3 Cabins Phase 2: Mr. Conry provided an update to the Boards regarding Roam Filing 3 Cabins Phase 2.

Following review, upon motion duly made by Director Johnson, seconded by Director Ripley, and upon vote, unanimously carried, the Board approved Change Order No. 5 in an amount of \$98,662.66.

Beaver's Lodge Community Center: Mr. Conry provided an update to the Boards regarding the Beaver's Lodge Community Center.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Boards, upon motion duly made by Director Ripley, seconded by Director Klane and, upon vote, unanimously carried, the meeting was adjourned at 11:36 a.m.

Respectfully submitted,

By _____
Secretary for the Meeting

RESOLUTION NO. 2024-11-01
ROAM METROPOLITAN DISTRICT NOS. 1 – 3
2025 ANNUAL ADMINISTRATIVE MATTERS RESOLUTION

WHEREAS, the Boards of Directors (the “Boards”) of Roam Metropolitan District Nos. 1 – 3 (the “Districts”) are required to perform certain administrative obligations during each calendar year to comply with certain statutory requirements, as further described below, and to assure the efficient operations of the Districts; and

WHEREAS, the Boards desire to set forth such obligations herein and to designate, where applicable, the appropriate person or person(s) to perform such obligations on behalf of the Districts; and

WHEREAS, the Boards further desire to acknowledge and ratify herein certain actions and outstanding obligations of the Districts.

NOW, THEREFORE, THE BOARDS OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NOS. 1 – 3 HEREBY RESOLVE AS FOLLOWS:

1. The Boards direct the Districts’ manager to prepare an accurate map of the Districts’ boundaries, as specified by the Colorado Division of Local Government (the “Division”), and file the same with the Division, the Grand County Clerk and Recorder, and the Grand County Assessor on or before January 1, 2025, as required by Section 32-1-306, C.R.S.

2. Pursuant to Section 24-32-116(3)(b), C.R.S, the Boards direct legal counsel to update the Division with any of the following information previously provided to the Division, in the event such information changes: (i) the official name of the Districts; (ii) the principal address and mailing address of the Districts; (iii) the name of the Districts’ agent; and (iv) the mailing address of the Districts’ agent.

3. The Boards direct the Districts’ manager to prepare, no more than sixty (60) days prior to and not later than January 15, 2025, the Districts’ annual transparency notices containing the information set forth in Section 32-1-809(1), C.R.S., and to provide such notices to the eligible electors of the Districts in one of the manners set forth in Section 32-1-809(2), C.R.S. In addition, legal counsel is directed to file a copy of the notices with the Grand County Board of County Commissioners, Assessor, Treasurer, Clerk and Recorder, the Town Council of the Town of Winter Park, and the Division as set forth in Section 32-1-104(2), C.R.S. A copy of the notices shall be made available for public inspection at the principal business office of the Districts.

4. The Boards direct the Districts’ accountant to (i) submit proposed 2026 budgets for the Districts to the Boards by October 15, 2025; (ii) schedule public hearings on the proposed budgets; (iii) prepare final budgets appropriating moneys and fixing the rate of any mill levy; (iv) prepare budget resolutions, including certifications of mill levies; and amendments to the budgets if necessary; (v) certify the mill levies to Grand County on or before December 15, 2025; and (vi) to file the approved budgets and amendments thereto with the proper governmental entities in

accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S.

5. The Boards direct legal counsel to prepare the special district disclosure statement in accordance with Section 32-1-104.8(2), C.R.S. and record the statement with the Grand County Clerk and Recorder at any such time as a decree or order of inclusion of real property into the Districts' boundaries is recorded.

6. The Boards direct legal counsel to notify the Town Council of the Town of Winter Park of any alteration or revision of the proposed schedule of debt issuance set forth in the financial plan attached to the Districts' Service Plan, as required by Section 32-1-202(2)(b), C.R.S.

7. The Boards hereby direct the Districts' accountant to prepare and file an application for exemption from audit for the applicable Districts with the State Auditor by March 31, 2025, as may be required by Section 29-1-604, C.R.S.; or, as may be required by Section 29-1-603, C.R.S., the Boards authorize that an audit of the Districts' financial statements be prepared and submitted to the applicable Boards before June 30, 2025 and filed with the State Auditor by July 31, 2025. In addition, if the Districts have authorized but unissued general obligation debt as of the end of the fiscal year, the Districts' accountant shall cause to be submitted to Town of Winter Park Town Council, the Districts' audit reports and/or copies of the applications for exemption from audit in accordance with Section 29-1-606(7), C.R.S.

8. If the Districts hold property presumed abandoned and subject to custody as unclaimed property pursuant to the Unclaimed Property Act (§§38-13-101 *et seq.*, C.R.S.), the Boards direct legal counsel to prepare an unclaimed property report that covers the twelve months preceding July 1, 2025 and submit the report to the Colorado State Treasurer by November 1, 2025, in accordance with Section 38-13-401 *et seq.*, C.R.S.

9. If required, the Boards direct the Districts' accountant to oversee the preparation and submission of any continuing annual disclosure report and/or other financial reports and documents required to be filed pursuant to a continuing disclosure agreement and any authorizing resolution, indenture, pledge agreement, loan document, and/or any other document related to the issuance of any general or special obligation bonds, revenue bonds, loans from financial institutions or other multiple fiscal year obligations by the Districts and any refundings thereof, including, without limitation, any continuing disclosure and financial reporting requirements required as part of District No. 2's Limited Tax General Obligation Bonds, Series 2021⁽³⁾.

10. The Boards direct the Districts' accountant to cause the preparation of the annual public securities report for nonrated public securities issued by the Districts and to file the report with the Division within sixty (60) days of the close of the fiscal year, as required by Sections 11-58-101 *et seq.*, C.R.S.

11. The Boards designate the Secretary of the Districts as the official custodian of "public records," as such term is used in Section 24-72-202(2), C.R.S. Public records may also be maintained at the office of Icenogle Seaver Pogue, P.C. and Special District Management Services, Inc.

12. The Boards direct legal counsel to advise it on the requirements of the Fair Campaign Practices Act Section 1-45-101 *et seq.*, C.R.S., when applicable.

13. The Boards direct that all legal notices shall be published in accordance with Section 32-1-103(15), C.R.S., in a paper of general circulation within the boundaries of the Districts, or in the vicinity of the Districts if none is circulated within the Districts including but not limited to *The Middle Park Times*.

14. The Boards determine that each director shall not receive compensation for services as directors in accordance with Section 32-1-902(3)(a)(II), C.R.S.

15. The Boards hereby determine that each member of the Boards shall execute an Affidavit of Qualification of Director at such time the member is either elected or appointed to the Boards. Such forms shall be retained in the Districts' files. Section 32-1-103(5), C.R.S. sets forth the qualifications required. Pursuant to Section 32-1-901 and Section 24-12-101, C.R.S., the Boards direct legal counsel to prepare, administer and file an oath of office and a certificate of appointment, if applicable, and procure either crime insurance or a surety bond for each Director, and file copies of each with the Grand County Clerk and Recorder, Clerk of the Court, and the Division.

16. The Boards extend the current indemnification resolutions, adopted by the Boards on December 21, 2018, to allow the resolutions to continue in effect as written.

17. Pursuant to Section 32-1-1101.5, C.R.S., the Boards direct legal counsel to certify the results of special district ballot issue elections to incur general obligation indebtedness by certified mail to the Town Council of the Town of Winter Park and to file a copy of the certification with the Colorado Division of Securities within forty-five (45) days after the election. Furthermore, whenever the Districts authorize or incur a general obligation debt, the Boards authorize legal counsel to record notice of such action and a description of such debt, in a form prescribed by the Division, in the Grand County Clerk and Recorder's office within thirty (30) days after authorizing or incurring the debt in accordance with Section 32-1-1604, C.R.S. Furthermore, whenever the Districts incur general obligation debt, the Boards direct legal counsel to submit a copy of the recorded notice to the Town Council of the Town of Winter Park within thirty (30) days after incurring the debt in accordance with Section 32-1-1101.5(1), C.R.S.

18. If requested, the Boards direct legal counsel to prepare and file an application for a quinquennial finding of reasonable diligence with the Town Council of the Town of Winter Park in accordance with Section 32-1-1101.5(1.5) & (2), C.R.S.

19. The Boards direct legal counsel to prepare and file the special district annual report in accordance with the Districts' Service Plan and Section 32-1-207(3)(c), C.R.S.

20. The Boards have determined that legal counsel will file conflicts of interest disclosures provided by board members with the Secretary of State seventy-two (72) hours prior to each meeting of the Boards, in accordance with Sections 32-1-902(3)(b) and 18-8-308, C.R.S.

Annually, legal counsel shall request that each Board member submit updated information regarding actual or potential conflicts of interest. Additionally, at the beginning of every term, legal counsel shall request that each Board member submit information regarding actual or potential conflicts of interest.

21. The Districts are currently members of the Special District Association (“SDA”) and insured through the Colorado Special Districts Property and Liability Pool. The Boards direct the Districts’ accountant to pay the annual SDA membership dues and insurance premiums in a timely manner. The Boards will biannually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained.

22. The Board members have reviewed the minutes from meetings of the Boards held from November 17, 2023 through September 27, 2024, attached hereto as **Exhibit A**. The Boards, being fully advised of the premises, hereby ratify and affirm each and every action of the Boards taken at said meetings. Furthermore, the Boards designate the Districts’ Manager or his/her designee as the recording Secretary of the Boards’ meetings.

23. Pursuant to Section 24-6-402(2)(d.5)(II)(E), C.R.S., the Boards hereby declare that all electronic recordings of executive sessions shall be retained for purposes of the Colorado Open Meetings Law for ninety (90) days after the date of the executive session. The Boards further direct the custodian of the electronic recordings of the executive session to systematically delete all such recordings made for purposes of the Colorado Open Meetings Law at its earliest convenience after the ninetieth (90th) day after the date of the executive session.

24. Pursuant to Section 32-1-104.5(3)(a), C.R.S., the Boards hereby designate the Districts’ official website as <https://roammd1-3.colorado.gov/>. The Boards direct the District Manager to maintain and update the official website of the Districts in compliance with Section 32-1-104.5(3)(a), C.R.S. and the Accessibility Rules in accordance with direction and guidance provided by the Colorado Office of Information Technology.

25. Pursuant to Section 32-1-904, C.R.S, the Boards determined that the office of the Districts shall be at Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado.

26. The Districts hereby acknowledge, agree and declare that the Districts’ policy for the deposit of public funds shall be made in accordance with the Public Deposit Protection Act (Section 11-10.5-101 *et seq.*, C.R.S.). As provided therein, the Districts’ official custodian may deposit public funds in any bank which has been designated by the Colorado Banking Board as an eligible public depository. For purposes of this paragraph, “official custodian” means a designee with plenary authority including control over public funds of a public unit which the official custodian is appointed to serve. The Districts hereby designate the Districts’ accountant as its official custodian over public deposits.

27. The Boards hereby authorize the Districts’ President or District Manager to execute, on behalf of the Districts, any and all easement agreements pursuant to which the Districts are accepting or acquiring easements in favor of the Districts.

28. Unless otherwise authorized by the Boards at a duly held meeting, the Boards hereby authorize the Boards' President of each District or the District Manager to approve any Task Orders, Work Orders, and Change Orders (individually, the "Order", collectively, the "Orders") for any District construction contract and service agreement (the "Contract"), provided, that any Order resulting in an increase in the Contract price to be paid by the District(s) is within the District(s) approved budget. Any Orders approved by the Boards' President or the District Manager will be ratified by the applicable Districts' Boards at a subsequent meeting of the Boards.

29. The Boards, by resolution and at a public meeting held after notice has been provided to an affected property owner, may elect to have certain delinquent fees, rates, tolls, fines, penalties, charges, or assessments made or levied for covenant enforcement and design review services certified to the Grand County Treasurer in which the Districts are located, and for the delinquent fees, rates, tolls, fines, penalties, charges, or assessments to be collected and paid over by the Grand County Treasurer pursuant to section 39-10-107. The Boards hereby instructs the District Manager and District legal counsel to take all necessary steps to prepare a list of delinquent property owner accounts and to provide such list to legal counsel no later than September 30, 2025. The Boards direct legal counsel to send such notices to the affected property owners indicating the Districts' intent to certify delinquent accounts at a public meeting to be held by the Boards.

(Signature Page Follows.)

ADOPTED AND APPROVED THIS 7TH DAY OF NOVEMBER, 2024.

ROAM METROPOLITAN DISTRICT NOS. 1 – 3

By: _____
Blake Johnson, President

Signature Page to RMD 2025 Annual Administrative Matters Resolution

EXHIBIT A

**Minutes from the
November 17, 2023 through September 27, 2024
Meetings of the Boards**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD NOVEMBER 17, 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 17th day of November, 2023, at 11:00 a.m. This District Board meeting was held via Zoom at <https://us02web.zoom.us/j/83015456087?pwd=VEFuekdYk1LQ1F1ZWlhbDNKytRQT09>; Meeting ID 830 1545 6087; Passcode: 708751. The meeting was open to the public.

Directors In Attendance Were:

Jolene Larson
Robert Cyman
Robert Klane
Brian Ripley
Blake Johnson

Also In Attendance Was:

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

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

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

Krystyn Gay; Allegiant Management, LLC

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest 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.

RECORD OF PROCEEDINGS

COMBINED MEETING

The Boards of the Districts determined to hold joint meetings of the 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 MATTERS

Consent Agenda: The Boards considered the following items on the Consent Agenda:

- Approve the Minutes of the October 20, 2023 Special Meeting.
- Adopt Resolution No. 2023-11-01 - 2024 Annual Administrative Matters Resolution.
- Adopt 2024 Meeting Resolution; confirm date, time, and location of the meetings and posting of meeting notices.
- Adopt First Amendment to Public Records Policy Resolution.

Following discussion, upon motion duly made by Director Larson, seconded by Director Klane, and upon vote, unanimously carried, the Boards approved the above Consent Agenda items/actions.

PUBLIC COMMENT

There were no public comments at this time.

LEGAL MATTERS

Status of Fraser River Development Co. Improvement Acquisition Agreement Purchase Application and Payment (District No. 1): Attorney Johnson and Mr. Conry discussed with the Board the status of Fraser River Development Co. Improvement Acquisition Agreement Purchase Application and Payment. They anticipate completion by the end of the year.

CAPITAL PROJECTS/ OPERATIONS AND MAINTENANCE MATTERS

Roam Filing 3 Cabins Phase 2 Update: Mr. Conry provided an update to the Boards on the Roam Filing 3 Cabins Phase 2.

Pay Application(s) and Board Status Report from Mountain States Snowcats (District No. 1): Mr. Conry provided an update to the Board on the Pay Application(s) and Board Status Report from Mountain States Snowcats.

OTHER BUSINESS

Attorney Johnson explained that snow removal would be the responsibility of Fraser River Development Company for a period of 2 years after the streets are conveyed to the Town of Winter Park to cover the Warranty Period

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Boards, upon motion duly made by Director Ripley, seconded by Director Johnson and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By Robert Cyman
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD DECEMBER 7, 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 Thursday, the 7th day of December, 2023, at 11:00 a.m. This District Board meeting was held via Zoom at <https://us02web.zoom.us/j/83015456087?pwd=VEFuekdYk1LQ1F1ZWlHbDNKytRQT09>; Meeting ID 830 1545 6087; Passcode: 708751. The meeting was open to the public.

Directors In Attendance Were:

Jolene Larson
Robert Cyman
Robert Klane
Brian Ripley
Blake Johnson

Also In Attendance Was:

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

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

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

Krystyn Gay; Allegiant Management, LLC

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest 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.

RECORD OF PROCEEDINGS

COMBINED MEETING

The Boards of the Districts determined to hold joint meetings of the 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 MATTERS

Consent Agenda: The Boards considered the following items on the Consent Agenda:

- Approve the Minutes of the November 17, 2023 Special Meeting.
- Approve Special District Management Services Inc. 2024 Rates.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Ripley, and upon vote, unanimously carried, the Boards approved the above Consent Agenda items/actions.

PUBLIC COMMENT

There were no public comments at this time.

LEGAL MATTERS

Third Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement with Fraser River Development Co LLC(District No. 1): Attorney Johnson discussed the Third Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement with Fraser River Development Co LLC, the refunding of the existing subordinate promissory note, and issuance of a new subordinate promissory note with the District No. 1 Board.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Ripley, and upon vote, unanimously carried, the District No. 1 Board approved the Third Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement with Fraser River Development Co LLC, Refunding of Existing Subordinate Promissory Note, and Issuance of a New Subordinate Promissory Note.

Status of Fraser River Development Co. Improvement Acquisition Agreement Purchase Application and Payment (District No. 1): Attorney Johnson and Mr. Conroy discussed with the Board the status of Fraser River Development Co. Improvement Acquisition Agreement Purchase Application and payment. Icenogle Seaver Pogue, P.C. will draft an Indemnification Agreement between the District and Fraser River Development Co. It is expected that all approvals and documents will be ready for the conveyance in January 2024.

RECORD OF PROCEEDINGS

FINANCIAL MATTERS

Claims: The Board of District No. 1 considered ratifying the approval of the payment of claims through the periods ending as follows:

Fund	Period Ending Oct. 31, 2023	Period Ending Nov. 30, 2023
General	\$ 20,344.92	\$ 12,570.03
Debt	\$ -0-	\$ -0-
Capital Projects	\$ 27,194.20	\$ -0-
Total	\$ 47,539.12	\$ 12,570.03

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

Financial Statements: The District No. 1 Board reviewed the unaudited financial statements through the period ending September 30, 2023 and Schedule of Cash Position as of September 30, 2023 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 September 30, 2023 and Schedule of Cash Position as of September 30, 2023 for District No. 1, as presented.

2023 Audit for District No. 2: The District No. 2 Board entered into discussion regarding the engagement of Scott Wright, CPAs for preparation of the District No. 2 2023 Audit.

Following review, upon motion duly made by Director Ripley, seconded by Director Johnson, and upon vote, unanimously carried, the District No. 2 Board approved the engagement of Scott Wright, CPAs for preparation of 2023 Audit, in the amount not to exceed \$6,500.00 for District No. 2.

2022 Budget Amendment Hearing (District No. 2): The District No. 2 Board President opened the public hearing to consider the Resolution to Amend the 2022 Budget and discuss related issues.

It was noted that publication of notice stating that the District No. 2 Board would consider adoption of a Resolution to Amend the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within District No. 2. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

RECORD OF PROCEEDINGS

Following review and discussion, Director Ripley moved to adopt Resolution No. 2023-12-01 to Amend 2022 Budget and Appropriate Expenditures, Director Larson seconded the motion and, upon vote, unanimously carried, the District No. 2 Board adopted the Resolution to Amend the 2022 Budget and Appropriate Expenditures. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

2023 Budget Amendment Hearing (District No. 2): The District No. 2 Board President opened the public hearing to consider the Resolution to Amend the 2023 Budget and discuss related issues.

It was noted that publication of notice stating that the District No. 2 Board would consider adoption of a Resolution to Amend the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within District No. 2. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, Director Ripley moved to adopt Resolution No. 2023-12-02 to Amend 2023 Budget and Appropriate Expenditures, Director Cyman seconded the motion and, upon vote, unanimously carried, the District No. 2 Board adopted the Resolution to Amend the 2023 Budget and Appropriate Expenditures. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

2024 Budget Hearing (District No. 1): The District No. 1 Board President opened the public hearing to consider the proposed 2024 Budget and discuss related issues.

It was noted that publication of notice stating that the District No. 1 Board would consider adoption of the 2024 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within District No. 1. No written objections were received prior to this public hearing.

No public comments were received, and the public hearing was closed.

Mr. Ruthven reviewed the estimated 2023 expenditures and the proposed 2024 expenditures.

Following discussion, the District No. 1 Board considered the adoption of Resolution No. 2023-12-01 to Adopt the 2024 Budget and Appropriate Sums of Money and Resolution No. 2023-12-02 to Set Mill Levies. Upon motion duly made by Director Klane, seconded by Director Johnson and, upon vote, unanimously

RECORD OF PROCEEDINGS

carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget was authorized, subject to receipt of the final Certification of Assessed Valuation from the County. The District Accountant was directed to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2024. A copy of the adopted Resolutions are attached to these Minutes and incorporated herein by this reference.

2024 Budget Hearing (District No. 2): The District No. 2 Board President opened the public hearing to consider the proposed 2024 Budget and discuss related issues.

It was noted that publication of notice stating that the District No. 2 Board would consider adoption of the 2024 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within District No. 2. No written objections were received prior to this public hearing.

No public comments were received, and the public hearing was closed.

Mr. Ruthven reviewed the estimated 2023 expenditures and the proposed 2024 expenditures.

Following discussion, the District No. 2 Board considered the adoption of Resolution No. 2023-12-03 to Adopt the 2024 Budget and Appropriate Sums of Money and Resolution No. 2023-12-04 to Set Mill Levies. Upon motion duly made by Director Larson, seconded by Director Ripley and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget was authorized, subject to receipt of the final Certification of Assessed Valuation from the County. The District Accountant was directed to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2024. A copy of the adopted Resolutions are attached to these Minutes and incorporated herein by this reference.

2024 Budget Hearing (District No. 3): The District No. 3 Board President opened the public hearing to consider the proposed 2024 Budget and discuss related issues.

It was noted that publication of notice stating that the District No. 3 Board would consider adoption of the 2024 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within District No. 3. No written objections were received prior to this public hearing.

No public comments were received, and the public hearing was closed.

Mr. Ruthven reviewed the estimated 2023 expenditures and the proposed 2024 expenditures.

RECORD OF PROCEEDINGS

Following discussion, the District No. 3 Board considered the adoption of Resolution No. 2023-12-01 to Adopt the 2024 Budget and Appropriate Sums of Money and Resolution No. 2023-12-02 to Set Mill Levies. Upon motion duly made by Director Klane, seconded by Director Johnson and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget was authorized, subject to receipt of the final Certification of Assessed Valuation from the County. The District Accountant was directed to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2024. A copy of the adopted Resolutions are attached to these Minutes and incorporated herein by this reference.

CAPITAL PROJECTS/ OPERATIONS AND MAINTENANCE MATTERS

Roam Filing 3 Cabins Phase 2 Update: Mr. Conry provided an update to the Boards on the Roam Filing 3 Cabins Phase 2.

Pay Application(s) and Board Status Report from Mountain States Snowcats (District No. 1): Mr. Conry provided an update to the Board on the Pay Application(s) and Board Status Report from Mountain States Snowcats and presented the District Expenditure Verification Report for the Board's considerations.

Following review, upon motion duly made by Director Ripley, seconded by Director Cyman and upon vote, unanimously carried, the District No. 1 Board approved the District Expenditure Report and payment of the pay applications/invoices therein.

OTHER BUSINESS

Arbitrage Compliance Services Engagement: Attorney Pogue and Mr. Ruthven discussed the Arbitrage Compliance Services Agreement from Arbitrage Compliance Services with the Boards.

Following review, upon motion duly made by Director Johnson, seconded by Director Cyman and upon vote, unanimously carried, the Boards approved the Arbitrage Compliance Services Agreement from Arbitrage Compliance Services and authorized Mr. Ruthven to sign the Agreement on behalf of the Boards.

Core Consulting Work Order #3 (District No. 1): Mr. Conroy presented Work Order # 3 to the District No. 1 Board.

Following review, upon motion made by Director Klane, seconded by Director Johnson and upon vote, unanimously carried, the Board approved the Core Consulting Work Order #3 in an amount not to exceed \$19,700.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Boards, upon motion duly made by Director Ripley, seconded by Director Klane and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By Robert Cyman
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD JANUARY 26, 2024

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 Monday, the 26th day of January, 2024, at 11:00 a.m. This District Board meeting was held via Zoom at: <https://us02web.zoom.us/j/83015456087?pwd=VEFuekdYk1LQ1F1ZWlHbDNKytRQT09> ; 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. and Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.

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

Krystyn Gay; Allegiant Management, LLC

Bob Fanch; Fraser River Development Co.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest 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.

RECORD OF PROCEEDINGS

COMBINED MEETING

The Boards of the Districts determined to hold joint meetings of the 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 MATTERS

Consent Agenda: The Boards considered the following items on the Consent Agenda:

- Approve the Minutes of the December 7, 2023 Regular Meeting (enclosure).
- Approve Icenogle Seaver Pogue, P.C. 2024 Billing Rates (enclosure).

Following discussion, upon motion duly made by Director Ripley, seconded by Director Klane, and upon vote, unanimously carried, the Boards approved the above Consent Agenda items/actions.

PUBLIC COMMENT

There were no public comments at this time.

LEGAL MATTERS

Status of Fraser River Development Co. Improvement Acquisition Agreement Purchase Application and Payment (District No. 1): Mr. Conry discussed working on the Cost Certification Report No. 11 and Improvement Acquisition Report. Mr. Conry informed the Board that he anticipates both items will be ready for Board consideration in February.

Status of Residential and Commercial Inclusions (District No. 1 and District No. 2): Attorney Johnson provided an update to the Boards on the status of residential and commercial inclusions for District No. 1 and District No. 2. Attorney Johnson informed the Board the inclusions need to be completed by October 1, 2024.

FINANCIAL MATTERS

Claims: The Board of District No. 1 considered ratifying the approval of the payment of claims through the periods ending as follows:

Fund	Period Ending Dec. 31, 2023
General	\$ 56,695.88
Debt	\$ -0-
Capital Projects	\$ -0-
Total	\$ 56,695.88

RECORD OF PROCEEDINGS

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

Unaudited Financial Statements and Schedule of Cash Position: The District No. 1 Board reviewed the unaudited financial statements through the period ending December 31, 2023 and Schedule of Cash Position as of December 31, 2023 for District No. 1.

Following review, upon motion duly made by Director Klane, 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, 2023 and Schedule of Cash Position as of December 31, 2023 for District No. 1, as presented.

Audit for 2022 (District No.2): The District No. 2 Board reviewed the Audit for 2022.

Following review, upon motion duly made by Director Johnson, seconded by Director Klane, and upon vote, unanimously carried, the District No. 2 Board ratified approval of the Audit for 2022 for District No.2.

District Expenditure Verification Report and Pay Applications: Mr. Conry presented to the Board the District Expenditure Verification Report for January 2024.

Following review, upon motion duly made by Director Ripley, seconded by Director Klane, and upon vote, unanimously carried, the Board approved the District Expenditure Verification Report and approved the Pay Applications therein.

Arbitrage Compliance Specialists: Mr. Ruthven presented to the Board the report from Arbitrage Compliance Specialists.

Resolution to Establish a Colotrust Account (District No. 2): The District No. 2 Board reviewed a Resolution to Establish a Colotrust Account.

Following review, upon motion duly made by Director Cyman, seconded by Director Ripley, and upon vote, unanimously carried, the District No. 2 Board approved the Resolution to Establish a Colotrust Account.

RECORD OF PROCEEDINGS

**CAPITAL
PROJECTS/
OPERATIONS AND
MAINTENANCE
MATTERS**

Roam Filing 3 Cabins Phase 2: Mr. Conry provided an updated to the Boards regarding the Roam Filing 3 Cabins Phase 2.

Following review, upon motion duly made by Director Johnson, seconded by Director Klane, and upon vote, unanimously carried, the Board approved Work Order No.4 between the District and CORE Consultants, Inc. and Work Order No. 2 between the District and Peter Van Dusen Project Management and Design, LLC.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

There being no further business to come before the Boards, upon motion duly made by Director Ripley, seconded by Director Klane and, upon vote, unanimously carried, the meeting was adjourned at 11:42 a.m.

Respectfully submitted,

By Robert Cyman
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD FEBRUARY 23, 2024

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 23rd day of February, 2024, at 11:00 a.m. This District Board meeting was held via Zoom at: <https://us02web.zoom.us/j/83015456087?pwd=VEFuekdYk1LQ1F1ZWlHbDNKytRQT09> ; Meeting ID 830 1545 6087; Passcode: 708751. The meeting was open to the public.

Directors In Attendance Were:

Blake Johnson
Jolene Larson
Robert Cyman
Brian Ripley

Following discussion, upon motion duly made by Director Ripley, seconded by Director Johnson 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. and Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.

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

Krystyn Gay; Allegiant Management, LLC

Bob Fanch; Fraser River Development Co.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest 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

RECORD OF PROCEEDINGS

COMBINED MEETING

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.

The Boards of the Districts determined to hold joint meetings of the 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 MATTERS

Consent Agenda: The Boards considered the following items on the Consent Agenda:

- Approve the Minutes of the January 26, 2024 Regular Meeting (enclosure).

Following discussion, upon motion duly made by Director Johnson, seconded by Director Cyman, and upon vote, unanimously carried, the Boards approved the above Consent Agenda items/actions.

PUBLIC COMMENT

There were no public comments at this time.

LEGAL MATTERS

Cost Certification Report No. 11: Mr. Conroy reviewed the Cost Certification Report No. 11 with the Board of District No. 1.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Ripley, and upon vote, unanimously carried, the Board of District No. 1 approved the Cost Certification Report No. 11.

Infrastructure Acquisition Report Regarding Fraser River Development Co. Infrastructure Acquisition Agreement Purchase Application No. 1 (District No. 1): Mr. Conroy reviewed with the Board of District No. 1 the Infrastructure Acquisition Report for Purchase Application No. 1 under the Improvement Acquisition Agreement with Fraser River Development Co.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Ripley, and upon vote, unanimously carried, the Board of District No. 1 approved the Infrastructure Acquisition Report and Purchase Application No. 1 per the Improvement Acquisition Agreement, accepted the public improvements thereunder, and authorized reimbursement to Fraser River Development Co. as set forth in therein.

RECORD OF PROCEEDINGS

Status of Residential and Commercial Inclusions (District No. 1 and District No. 2): The Board continued discussion to the next Board meeting.

FINANCIAL MATTERS

Claims: The Board of District No. 1 considered ratifying the approval of the payment of claims through the periods ending as follows:

Fund	Period Ending Jan. 31, 2024
General	\$ 10,880.44
Debt	\$ 1,300.00
Capital Projects	\$ 7,948.75
Total	\$ 20,129.19

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

District Expenditure Verification Report and Pay Applications: Mr. Conry presented to the District No. 1 Board the District Expenditure Verification Report for February 2024.

Following review, upon motion duly made by Director Johnson, seconded by Director Cyman, and upon vote, unanimously carried, the District No. 1 Board approved the District Expenditure Verification Report and approved the Pay Applications therein.

CAPITAL PROJECTS/ OPERATIONS AND MAINTENANCE MATTERS

Roam Filing 3 Cabins Phase 2: Mr. Conry provided an update to the Boards regarding the Roam Filing 3 Cabins Phase 2.

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 following contract items related to the same:

1. Sage Creek Environmental Contract;
 2. Mountain States Change Order for perimeter fencing; and
 3. Work Order No. 3 from Peter Van Dusen Project Management and Design, LLC.
-

OTHER BUSINESS

There was no other business.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Boards, upon motion duly made by Director Johnson, seconded by Director Ripley and, upon vote, unanimously carried, the meeting was adjourned at 11:40 a.m.

Respectfully submitted,

By Robert Cyman
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD MARCH 29, 2024

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 29th day of March, 2024, at 11:00 a.m. This District Board meeting was held via Zoom at: <https://us02web.zoom.us/j/83015456087?pwd=VEFuekdYk1LQ1F1ZWlHbDNKytRQT09> ; Meeting ID 830 1545 6087; Passcode: 708751. The meeting was open to the public.

Directors In Attendance Were:

Blake Johnson
Robert Cyman
Robert Klane
Brian Ripley

Following discussion, upon motion duly made by Director Ripley, seconded by Director Klane and, upon vote, unanimously carried, the absence of Director Larson 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”)

Bob Fanch; Fraser River Development Co.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest 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

RECORD OF PROCEEDINGS

Secretary of State for all Directors. There were no new conflicts.

COMBINED MEETING

The Boards of the Districts determined to hold joint meetings of the 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.

PUBLIC COMMENT

There were no public comments at this time.

LEGAL MATTERS

Contract Awards for IPD Contract Preconstruction Services (District No. 1):

Attorney Johnson and Mr. Conroy discussed with the District No. 1 Board the integrated project delivery solicitation for the Beavers Lodge Community Center and the proposals received for preconstruction services related thereto. The Board discussed the merits of awarding two preconstruction services contracts, to P.G. Arnold Construction, LLC (“P.G. Arnold”) in the amount of \$5,400.00 and to Big Valley Construction, LLC (“Big Valley”) in the amount of \$8,500.00, with the intent of requesting separate construction phase services proposals from both contractors following the completion of the preconstruction services work.

Following discussion, upon motion duly made by Director Johnson, seconded by Director Ripley, and upon vote, unanimously carried, the District No. 1 Board (1) determined that the integrated project delivery method represents a timely or cost-effective alternative for the District’s Beavers Lodge Community Center project; (2) ratified the shortlist of P.G. Arnold and Big Valley; (2) awarded contracts for preconstruction services to P.G. Arnold in the amount of \$5,400.00 and to Big Valley in the amount of \$8,500.00.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

There being no further business to come before the Boards, upon motion duly made by Director Ripley, seconded by Director Klane and, upon vote, unanimously carried, the meeting was adjourned at 11:24 a.m.

Respectfully submitted,

By Robert Cyman
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD APRIL 26, 2024

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 26th day of April, 2024, at 11:00 a.m. This District Board meeting was held via Zoom at: <https://us02web.zoom.us/j/83015456087?pwd=VEFuekdKyk1LQ1F1ZWlhbDNkYtRQT09> ; Meeting ID 830 1545 6087; Passcode: 708751. The meeting was open to the public.

Directors In Attendance Were:

Blake Johnson
Robert Cyman
Robert Klane
Brian Ripley

Also In Attendance Was:

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

Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.

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

Krystyn Gay; Allegiant Management LLC

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Attorney Pogue discussed the requirements of Colorado law to disclose any potential conflicts of interest 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 Pogue 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

COMBINED MEETING

The Boards of the Districts determined to hold joint meetings of the 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 reflected in these Minutes.

ADMINISTRATIVE MATTERS

Quorum/Confirmation of Meeting Location/Posting of Notice: Mr. Ruthven confirmed the presence of a quorum.

Agenda: Mr. Ruthven distributed a proposed Agenda for the Districts Regular Meeting, for the Boards review and approval.

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

Minutes: The Board reviewed the Minutes of the February 23, 2024 Regular meeting and the Minutes of the March 29, 2024 Special meeting.

Following discussion, upon motion duly made by Director Ripley, seconded by Director Johnson and, upon vote, unanimously carried, the Board approved the Minutes of the February 23, 2024 Regular meeting and the Minutes of the March 29, 2024 Special meeting.

PUBLIC COMMENT

There were no public comments at this time.

LEGAL MATTERS

Resolution and Commercial Inclusions: The Board deferred discussion at this time.

Resolution Regarding Technology Accessibility Statement and Technical Standards: Attorney Pogue discussed with the Boards the Resolution Regarding Technology Accessibility Statement and Technical Standards.

Following discussion, upon motion duly made by Director Ripley, seconded by Director Klane, and upon vote, unanimously carried, the Boards adopted the Resolution Regarding Technology Accessibility Statement and Technical Standards.

FINANCIAL MATTERS

Claims: The Board of District No. 1 considered ratifying the approval of the payment of claims through the periods ending as follows:

RECORD OF PROCEEDINGS

Fund	Period Ending Feb. 29, 2024	Period Ending March 31, 2024	Period Ending April 30, 2023
General	\$ 16,672.91	\$ 12,758.95	\$ -0-
Debt	\$ -0-	\$ 4,000.00	\$ -0-
Capital Projects	\$ 66,903.89	\$ 26,694.28	\$ 62,689.70
Total	\$ 83,576.80	\$ 43,452.33	\$ 62,689.70

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

District Expenditure Verification Report and Pay Applications: Mr. Conry presented to the Board the District Expenditure Verification Report and Pay Application No. 12.

Following review, upon motion duly made by Director Klane, seconded by Director Johnson, and upon vote, unanimously carried, the Board approved the District Expenditure Verification Report and approved Pay Application No. 12.

**CAPITAL
PROJECTS/
OPERATIONS AND
MAINTENANCE
MATTERS**

Roam Filing 3 Cabins Phase 2: Mr. Conry provided an update to the Boards regarding the Roam Filing 3 Cabins Phase 2.

Following review, upon motion duly made by Director Johnson, seconded by Director Ripley, and upon vote, unanimously carried, the Board approved Work Order No. 6 in the amount of \$38,220.00 between the District and CORE Consultants, Inc. and Work Order No. 4 in the amount of \$5,40000 between the District and Peter Van Dusen Project Management and Design, LLC.

Beaver's Lodge Community Center: The Board discussed approving Big Valley Construction to perform pre-construction services and deliver construction documents for the Beaver's Lodge Community Center, and discussed the process for eventually executing a construction contract

Following review, upon motion duly made by Director Johnson, seconded by Director Ripley, and upon vote, unanimously carried, the Board approved Big Valley Construction to perform construction services and deliver construction documents for the Beaver's Lodge Community Center. Upon completion and delivery of documents, the Board will decide whether to award the construction contract to Big Valley Construction or to put the construction phase out for competitive bids.

OTHER BUSINESS

There was no other business.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Boards, upon motion duly made by Director Ripley, seconded by Director Klane and, upon vote, unanimously carried, the meeting was adjourned at 11:36 a.m.

Respectfully submitted,

By Robert Cyman
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD MAY 24, 2024

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 24th day of May, 2024, at 11:00 a.m. This District Board meeting was held via Zoom at: <https://us02web.zoom.us/j/83015456087?pwd=VEFuekdYk1LQ1F1ZWlHbDNKytRQT09> ; Meeting ID 830 1545 6087; Passcode: 708751. The meeting was open to the public.

Directors In Attendance Were:

Blake Johnson
Robert Cyman
Robert Klane
Brian Ripley

Also In Attendance Was:

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

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

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

Krystyn Gay; Allegiant Management LLC

Bob Fanch; Fraser River Development Co.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest 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.

RECORD OF PROCEEDINGS

COMBINED MEETING

The Boards of the Districts determined to hold joint meetings of the 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 reflected in these Minutes.

ADMINISTRATIVE MATTERS

Quorum/Confirmation of Meeting Location/Posting of Notice: Mr. Ruthven confirmed the presence of a quorum.

Agenda: Mr. Ruthven distributed a proposed Agenda for the Districts' Regular Meeting for the Boards' review and approval.

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

Minutes: The Boards reviewed the Minutes of the April 26, 2024 Regular meeting.

Following discussion, upon motion duly made by Director Cyman, seconded by Director Klane and, upon vote, unanimously carried, the Boards approved the Minutes of the April 26, 2024 Regular meeting.

PUBLIC COMMENT

There were no public comments at this time.

LEGAL MATTERS

Status of Residential and Commercial Inclusions: Director Johnson reported to the Boards the status of the residential and commercial inclusions for District No. 1 and District No. 2.

Ratification of District Expenditure and Verification Report: The Boards deferred discussion until the "Financial Matters" portion of the agenda below.

FINANCIAL MATTERS

Claims: The Board of District No. 1 considered ratifying the approval of the payment of claims through the periods ending as follows:

Fund	Period Ending April 30, 2024	Period Ending May 31, 2024
General	\$ 14,185.38	\$ 11,798.04
Debt	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ 29,199.37
Total	\$ 14,185.38	\$ 34,997.41

RECORD OF PROCEEDINGS

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

District Expenditure Verification Report and Pay Applications (District No. 1): Mr. Conry presented to the District No. 1 Board the District Expenditure Verification Report and Pay Application.

Following review, upon motion duly made by Director Johnson, seconded by Director Klane, and upon vote, unanimously carried, the District No. 1 Board approved the District Expenditure Verification Report and approved Pay Applications therein.

Requisition No. 10: The Board of District No. 2 reviewed Requisition No. 10 for District No. 2.

Following review, upon motion duly made by Director Cyman, seconded by Director Ripley, and upon vote, unanimously carried, the Board of District No. 2 ratified approval of Requisition No. 10 for District No. 2.

CAPITAL PROJECTS/ OPERATIONS AND MAINTENANCE MATTERS

Roam Filing 3 Cabins Phase 2: Mr. Conry provided an update to the Boards regarding the Roam Filing 3 Cabins Phase 2.

Beaver's Lodge Community Center: Mr. Conry provided an update to the Boards regarding the Beaver's Lodge Community Center.

OTHER BUSINESS

Master Services Agreement for PA 9 and 10: The Board discussed hiring WSB for surveying services via a Master Services Agreement for PA 9 and 10.

Following review, upon motion duly made by Director Johnson, seconded by Director Ripley, and upon vote, unanimously carried, the Board authorized hiring WSB for surveying services under the District's form of Master Services Agreement for PA 9 and 10.

ADJOURNMENT

There being no further business to come before the Boards, upon motion duly made by Director Ripley, seconded by Director Cyman and, upon vote, unanimously carried, the meeting was adjourned at 11:25 a.m.

RECORD OF PROCEEDINGS

Respectfully submitted,

By Robert Cyman
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD JUNE 28, 2024

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 28th day of June, 2024, at 11:00 a.m. This District Board meeting was held via Zoom at: <https://us02web.zoom.us/j/83015456087?pwd=VEFuekdKyk1LQ1F1ZWlHbDNKytRQT09> ; 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

Also In Attendance Was:

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

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

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

Krystyn Gay; Allegiant Management LLC

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest 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.

RECORD OF PROCEEDINGS

COMBINED MEETING

The Boards of the Districts determined to hold joint meetings of the 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 reflected in these Minutes.

ADMINISTRATIVE MATTERS

Quorum/Confirmation of Meeting Location/Posting of Notice: Mr. Ruthven confirmed the presence of a quorum.

Agenda: Mr. Ruthven distributed a proposed Agenda for the Districts' Regular Meeting for the Boards' review and approval.

Following discussion, upon motion duly made by Director Larson, seconded by Director Johnson and, upon vote, unanimously carried, the Agenda was approved as amended to include the consideration of Mountain States Snowcats Change Order No. 3, and the absence of Director Cyman was excused.

Minutes: The Boards reviewed the Minutes of the May 24, 2024 Regular meeting.

Following discussion, upon motion duly made by Director Ripley, seconded by Director Larson and, upon vote, unanimously carried, the Boards approved the Minutes of the May 24, 2024 Regular meeting.

IDES Work Order No. 7 (District No. 1): Mr. Conry discussed with District No. 1 Board the IDES Work Order No. 7.

Following discussion, upon motion duly made by Director Larson, seconded by Director Johnson and, upon vote, unanimously carried, the District No. 1 Board approved the IDES Work Order No. 7.

WSB Work Order No. 1 (District No. 1): The District No. 1 Board discussed the WSB Work Order No. 1.

Following discussion, upon motion duly made by Director Larson, seconded by Director Johnson and, upon vote, unanimously carried, the District No. 1 Board approved the WSB Work Order No. 1.

PUBLIC COMMENT

There were no public comments at this time.

RECORD OF PROCEEDINGS

LEGAL MATTERS

Status of Residential and Commercial Inclusions: Attorney Johnson reported to the Boards the status of the residential and commercial inclusions for District No. 1 and District No. 2.

FINANCIAL MATTERS

Claims: The Board of District No. 1 considered ratifying the approval of the payment of claims through the periods ending as follows:

Fund	Period Ending June 30, 2024
General	\$ 11,392.00
Debt	\$ -0-
Capital Projects	\$ 50,710.37
Total	\$ 62,102.37

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.

District Expenditure Verification Report and Pay Applications (District No. 1): Mr. Conry presented to the District No. 1 Board the District Expenditure Verification Report and Pay Applications.

Following review, upon motion duly made by Director Johnson, seconded by Director Klane, and upon vote, unanimously carried, the District No. 1 Board approved the District Expenditure Verification Report and approved Pay Applications therein.

Requisition Nos. 11 & 12 (District No. 2): The Board of District No. 2 reviewed Requisition No. 11 and costs to be set forth in Requisition No. 12.

Following review, upon motion duly made by Director Larson, seconded by Director Johnson, and upon vote, unanimously carried, the Board of District No. 2 ratified approval of Requisition No. 11 and approved Requisition No. 12.

Cost Certification No. 12 (District No. 1): The District No. 1 Board discussed Cost Certification No. 12.

Following review, upon motion duly made by Director Johnson, seconded by Director Klane, and upon vote, unanimously carried, the Board of District No. 1 ratified approval of Cost Certification No. 12.

CAPITAL PROJECTS/

Roam Filing 3 Cabins Phase 2: Mr. Conry provided an update to the Boards regarding the Roam Filing 3 Cabins Phase 2.

RECORD OF PROCEEDINGS

OPERATIONS AND MAINTENANCE MATTERS

Beaver's Lodge Community Center: Mr. Conry provided an update to the Boards regarding the Beaver's Lodge Community Center. The District No. 1 Board discussed preliminary design and value engineering matters related to the same.

Mountain States Snowcats Change Order No. 2 and Change Order No. 3 (District No. 1): The District No. 1 Board reviewed the Mountain States Snowcats Change Order No. 2 and Change Order No. 3.

Following review, upon motion duly made by Director Johnson, seconded by Director Ripley, and upon vote, unanimously carried, the District No. 1 Board approved Change Order No. 2.

Following review, upon motion duly made by Director Johnson, seconded by Director Klane, and upon vote, unanimously carried, the District No. 1 Board approved Change Order No. 3.

OTHER BUSINESS

Master Services Agreement for PA 9 and 10: Attorney Pogue updated the Board regarding the Amendment to the Public Improvement Escrow Agreement. It was noted that it would be available for review and approval at the July Board Meeting.

ADJOURNMENT

There being no further business to come before the Boards, upon motion duly made by Director Ripley, seconded by Director Klane and, upon vote, unanimously carried, the meeting was adjourned at 11:44 a.m.

Respectfully submitted,

By Robert Cyman
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD JULY 26, 2024

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 26th day of July, 2024, at 11:00 a.m. This District Board meeting was held via Zoom at: <https://us02web.zoom.us/j/83015456087?pwd=VEFuekdKyk1LQ1F1ZWlHbE1uYkYtRQT09>; Meeting ID 830 1545 6087; Passcode: 708751. The meeting was open to the public.

Directors In Attendance Were:

Blake Johnson
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.

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

Krystyn Gay; Allegiant Management LLC

**COMBINED
MEETING**

The Boards of the Districts determined to hold joint meetings of the 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 reflected in these Minutes.

**ADMINISTRATIVE
MATTERS**

Quorum/Confirmation of Meeting Location/Posting of Notice: Mr. Ruthven confirmed the presence of a quorum.

Agenda: Mr. Ruthven distributed a proposed Agenda for the Districts’ Regular Meeting for the Boards’ review and approval.

RECORD OF PROCEEDINGS

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

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest 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.

PUBLIC COMMENT

There were no public comments at this time.

CONSENT AGENDA

Minutes: The Boards reviewed the Minutes of the June 28, 2024 Regular meeting.

Following discussion, upon motion duly made by Director Cyman, seconded by Director Ripley and, upon vote, unanimously carried, the Boards approved the Minutes of the June 28, 2024 Regular meeting.

LEGAL MATTERS

Public Hearing on the Inclusion of Real Property Owned by Fraser River Development Co. LLC into District No. 1 and Resolution Approving Inclusion (District No. 1): Director Johnson opened the public hearing.

It was noted that publication of notice stating that the District No. 1 Board would consider the inclusion of the property and the date, time and place of the public hearing was made in a newspaper having general circulation within District No. 1. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Attorney Johnson presented Resolution No. 2024-07-01, Resolution Approving the Inclusion of Real Property into the District.

Following discussion, upon motion duly made by Director Ripley, seconded by Director Johnson and, upon vote, unanimously carried, the District No.1 Board approved the inclusion of the property as described in the Petition. A copy of Resolution No. 2024-07-01 for Inclusion of Real Property into District No. 1 is attached hereto and incorporated herein by this reference.

RECORD OF PROCEEDINGS

Public Hearing on the Inclusion of Real Property Owned by Fraser River Development Co. LLC and Resolution Approving Inclusion (District No. 2):

Director Johnson opened the public hearing.

It was noted that publication of notice stating that the District No. 2 Board would consider the inclusion of the property and the date, time and place of the public hearing was made in a newspaper having general circulation within District No. 2. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Attorney Johnson Presented Resolution No. 2024-07-01, Resolution Approving the Inclusion of Real Property into the District.

Following discussion, upon motion duly made by Director Ripley, seconded by Director Johnson and, upon vote, unanimously carried, the District No. 2 Board approved the inclusion of the property as described in the Petition. A copy of Resolution No. 2024-07-01 for Inclusion of Real Property into District No. 2 is attached hereto and incorporated herein by this reference.

FINANCIAL MATTERS

Claims (District No. 1): The District No. 1 Board considered ratifying the approval of the payment of claims through the periods ending as follows:

Fund	Period Ending July 31, 2024
General	\$ 12,860.80
Debt	\$ -0-
Capital Projects	\$ 11,248.23
Total	\$ 24,109.03

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

Unaudited Financial Statements (District No. 1): The District No. 1 Board reviewed the unaudited financial statements through the period ending March 31, 2024 and June 30, 2024 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 March 31, 2024 and June 30, 2024 for District No. 1, as presented.

RECORD OF PROCEEDINGS

District Expenditure Verification Report and Pay Applications (District No. 1): Mr. Conry presented to the District No. 1 Board the District Expenditure Verification Report and Pay Applications.

Following review, upon motion duly made by Director Johnson, seconded by Director Klane, and upon vote, unanimously carried, the District No. 1 Board approved the District Expenditure Verification Report and approved Pay Applications therein.

Requisition No. 13 (District No. 2): Mr. Ruthven reviewed with the District No. 2 Board Requisition No. 13.

Following review, upon motion duly made by Director Cyman, seconded by Director Ripley, and upon vote, unanimously carried, the District No. 2 Board approved Requisition No. 13 in the amount of \$22,644.34.

**CAPITAL
PROJECTS/
OPERATIONS AND
MAINTENANCE
MATTERS**

Roam Filing 3 Cabins Phase 2: Mr. Conry provided an update to the Boards regarding Roam Filing 3 Cabins Phase 2.

Beaver's Lodge Community Center: Mr. Conry provided an update to the Boards regarding the Beaver's Lodge Community Center.

Amendment to the Public Improvement Escrow Agreement (District No. 1): Attorney Johnson discussed with the District No. 1 Board the Amendment to the Public Improvement Escrow Agreement.

Following review, upon motion duly made by Director Johnson, seconded by Director Klane, and upon vote, unanimously carried, the District No. 1 Board approved the Amendment to the Public Improvement Escrow Agreement.

OTHER BUSINESS

None.

ADJOURNMENT





There being no further business to come before the Boards, upon motion duly made by Director Ripley, seconded by Director Cyman and, upon vote, unanimously carried, the meeting was adjourned at 11:48 a.m.

Respectfully submitted,

By Robert Cyman
Secretary for the Meeting

Title	Roam Metropolitan District Nos. 1-3
File name	08.30.24_Regular_ROAMMD_1-3_FINAL.doc and 4 others
Document ID	2306c0665585e1d763bfe8f603491909db0cf406
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	09 / 30 / 2024 11:03:15 UTC-6	Sent for signature to Robert Cyman (rfcyman@gmail.com) from sstevens@sdmsi.com IP: 50.78.200.153
 VIEWED	09 / 30 / 2024 11:05:55 UTC-6	Viewed by Robert Cyman (rfcyman@gmail.com) IP: 67.166.2.3
 SIGNED	09 / 30 / 2024 11:13:20 UTC-6	Signed by Robert Cyman (rfcyman@gmail.com) IP: 67.166.2.3
 COMPLETED	09 / 30 / 2024 11:13:20 UTC-6	The document has been completed.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD AUGUST 30, 2024

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 30th day of August, 2024, at 11:00 a.m. This District Board meeting was held via Zoom at: <https://us02web.zoom.us/j/83015456087?pwd=VEFuekdYk1LQ1F1ZWlHbE1uYkYtRQT09>; 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

Also In Attendance Were:

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

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

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

Krystyn Gay; Allegiant Management LLC

Bob Fanch; Fraser River Development

**COMBINED
MEETING**

The Boards of the Districts determined to hold joint meetings of the 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 reflected in these Minutes.

**ADMINISTRATIVE
MATTERS**

Quorum/Confirmation of Meeting Location/Posting of Notice: Mr. Ruthven confirmed the presence of a quorum.

RECORD OF PROCEEDINGS

Agenda: Mr. Ruthven distributed a proposed Agenda for the Districts' Special Meeting for the Boards' review and approval.

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

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest 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 and Boards for all Directors. There were no new conflicts.

PUBLIC COMMENT

There were no public comments at this time.

CONSENT AGENDA

Minutes: The Boards reviewed the Minutes of the July 26, 2024 Regular Meeting.

Following discussion, upon motion duly made by Director Larson, seconded by Director Johnson, and upon vote, unanimously carried, the Boards approved the Minutes of the July 26, 2024 Regular Meeting.

LEGAL MATTERS

None.

**FINANCIAL
MATTERS**

Claims (District No. 1): The District No. 1 Board considered ratifying the approval of the payment of claims through the periods ending as follows:

Fund	Period Ending Aug. 31, 2024
General	\$ 19,848.01
Debt	\$ -0-
Capital Projects	\$ 48,131.41
Total	\$ 67,979.42

RECORD OF PROCEEDINGS

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

District Expenditure Verification Report and Pay Applications (District No. 1): Mr. Conry presented to the District No. 1 Board the District Expenditure Verification Report and Pay Applications.

Following review, upon motion duly made by Director Johnson, seconded by Director Klane, and upon vote, unanimously carried, the District No. 1 Board approved the District Expenditure Verification Report and approved the Pay Applications therein.

Requisition No. 14 (District No. 2): Mr. Ruthven reviewed with the District No. 2 Board Requisition No. 14.

Following review, upon motion duly made by Director Larson, seconded by Director Klane, and upon vote, unanimously carried, the District No. 2 Board approved Requisition No. 14.

2023 Audit (District No. 2): The District No. 2 Board reviewed the 2023 Audit.

Following review, upon motion duly made by Director Johnson, seconded by Director Larson, and upon vote, unanimously carried, the District No. 2 Board ratified approval of the 2023 Audit.

Appendix A to Continuing Disclosure Agreement (District No. 2): The District No. 2 Board reviewed the Series 2021 Bonds Continuing Disclosure Agreement Report dated August 5, 2024.

Following review, upon motion duly made by Director Johnson, seconded by Director Larson, and upon vote, unanimously carried, the District No. 2 Board ratified approval of the Series 2021 Bonds Continuing Disclosure Agreement Report and filing of the same.

**CAPITAL
PROJECTS/
OPERATIONS AND
MAINTENANCE
MATTERS**

Roam Filing 3 Cabins Phase 2: Mr. Conry provided an update to the Boards regarding Roam Filing 3 Cabins Phase 2.

Following review, upon motion duly made by Director Johnson, seconded by Director Cyman, and upon vote, unanimously carried, the District No. 1 Board approved Change Order No. 4 with Mountain States Snowcats in an amount not to exceed \$195,691.05, Work Order No. 8 for CORE Consultants, Inc. in the

RECORD OF PROCEEDINGS

amount of \$16,440, and Work Order No. 4 for Peter Van Dusen Project Management and Design, LLC in the amount of \$11,000.

Beaver's Lodge Community Center: Mr. Conry provided an update to the Boards regarding the Beaver's Lodge Community Center. It was noted that the prior solicitation for this work will be cancelled and District No. 1 will put out a revised solicitation later this year with a plan to begin construction in the Spring of 2025.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Boards, upon motion duly made by Director Larson, seconded by Director Klane, and upon vote, unanimously carried, the meeting was adjourned at 11:53 a.m.

Respectfully submitted,

By Robert Cyman
Secretary for the Meeting

**RESOLUTION NO. 2024-11-02
OF THE BOARDS OF DIRECTORS OF
ROAM METROPOLITAN DISTRICT NOS. 1-3**

2025 MEETING RESOLUTION

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

WHEREAS, on November 17, 2023 the Districts adopted a 2024 Meeting Resolution designating the time and place of regular meetings, posting locations for meeting notices, and requirements for emergency meetings (the “Prior Meeting Resolution”); and

WHEREAS, pursuant to Section 32-1-903(1), C.R.S., the Boards of Directors (the “Boards”) of the Districts shall meet regularly at a “Location” to be designated by the Boards; and

WHEREAS, pursuant to Section 32-1-903(5)(a), C.R.S., the term “Location” means the physical, telephonic, electronic, other virtual place, or combination of such means where a meeting can be attended; and

WHEREAS, Section 32-1-903(1.5), C.R.S., requires that all meetings of the Boards that are held solely at physical locations must be held at physical locations that are within the boundaries of the Districts or which is within the boundaries of any county in which the Districts are located, in whole or in part, or in any county so long as the meeting location does not exceed twenty (20) miles from the Districts’ boundaries; and

WHEREAS, the provisions of Section 32-1-903(1.5), C.R.S. may be waived only if the following criteria are met: (a) The proposed change of the physical location of the Boards appears on the agenda of a meeting of the Boards, and (b) A resolution is adopted by the Boards stating the reason for which meeting of the Boards is to be held in a physical location other than under the provisions of Section 32-1-903(1.5), C.R.S., and further stating the date, time, and physical location of such meeting; and

WHEREAS, pursuant to Section 32-1-903(2)(a), C.R.S., special meetings may be held as often as the needs of the Districts require, upon notice to each director, and may include study sessions at which a quorum of the Boards are in attendance, and at which information is presented but no official action can be taken by the Boards; and

WHEREAS, Sections 32-1-903(2) and 24-6-402(2)(c), C.R.S. govern meeting notices provided by special districts for all public meetings as set forth below; and

WHEREAS, pursuant to Section 32-1-903(2), C.R.S. notice of the time and location designated for all regular and special meetings of the Boards shall be provided in accordance with Section 24-6-402, C.R.S.; and

WHEREAS, Section 24-6-402(2)(c)(I), C.R.S. requires the Districts to annually designate one public place within the boundaries of the Districts where notice of the Boards’ meetings shall

be posted no less than twenty-four (24) hours prior to the Boards' meetings, and where possible, the posting shall include specific agenda information; and

WHEREAS, pursuant to Section 24-6-402(2)(c)(III), C.R.S., the Districts shall be deemed to have given full and timely notice of a public meeting if the Districts post the notice, with specific agenda information if available, no less than twenty-four (24) hours prior to the meeting on the public website of the Districts; and

WHEREAS, if the Districts post notice on the Districts' public website pursuant to Section 24-6-402(2)(c)(III), C.R.S., the Districts must also designate a public place within its boundaries at which the Districts may post a notice no less than twenty-four (24) hours prior to a meeting if the Districts are unable to post notice online in exigent or emergency circumstances; and

WHEREAS, the meeting notice of all meetings of the Boards that are held telephonically, electronically, or by other means not including physical presence must include the method or procedure, including the conference number or link, by which members of the public can attend the meeting in accordance with Section 32-1-903(2)(a), C.R.S.; and

WHEREAS, Section 32-1-903(6)(a), C.R.S. requires that the Boards hold an annual meeting at a time and location to be designated by the Boards and such location may be in person, virtual, or in person and virtual; provided that if the annual meeting is held solely in person, then it must be held at a physical location within the boundaries of the Districts, within the boundaries of any county in which the Districts are located, in whole or in part, or within any other county so long as the physical location does not exceed five (5) miles from the Districts' boundaries; and

WHEREAS, the Boards desire to designate the time and place of all regular meetings, and to set forth specific requirements for the Boards to call emergency meetings when such meetings are deemed necessary for the immediate protection of the public health, safety, and welfare of the property owners and residents of the Districts for the ensuing year of 2025, pursuant to this 2025 Meeting Resolution.

NOW, THEREFORE, THE BOARDS OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NOS. 1-3 HEREBY RESOLVE AS FOLLOWS:

1. The Boards hereby determine to hold regular meetings on the fourth Friday of each month, and the first Thursday of November and December at 11:00 A.M. The location of all regular and special meetings of the Boards shall be held electronically via MS Teams or other reliable virtual or telephonic platform.

2. The Boards hereby determine to hold their annual meeting as required by Section 32-1-903(6), C.R.S. before or after the meeting at which the Districts adopt their 2026 budget via MS Teams or other reliable virtual or telephonic platform.

3. The Boards hereby designate the Districts' public website, <https://roammd1-3.colorado.gov/>, as the twenty-four (24) hour posting location for all meeting notices. The Boards hereby designate the following locations as the posting locations for notices if the Districts are unable to post a notice online in exigent or emergency circumstances.

District No. 1: On the power pole at the east end of Wanderer's Way in Tract F, Roam Filing No. 1 as depicted in the map attached hereto as Attachment 1.

District No. 2: On the street sign on the northeast corner of Roam Way and Beaver Lodge Road as depicted in the map attached hereto as Attachment 1.

District No. 3: On a tree just north of the future bridge crossing as depicted in the map attached hereto as Attachment 1.

4. The meeting notice of all meetings of the Boards that are held telephonically, electronically, or by any other means, not including physical presence, shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

5. The designation set forth in Paragraph 3 is hereby deemed to be the Boards' annual designation of the location where notices of meetings shall be posted twenty-four (24) hours in advance of said meetings and shall be effective until such time as the Boards determine to designate a new posting location.

6. Emergency meetings may be called by a District without notice, if notice is not practicable, by the President or any two (2) Board members in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety, and welfare of the property owners and residents of the District. If possible, notice of such emergency meeting may be given to the members of the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, *if any*, including, but not limited to, posting notice of such emergency meeting on the District's website. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the District's Board, or (b) the next special meeting of the District's Board.

7. This Resolution shall repeal, supersede, and replace the Prior Meeting Resolution and any and all previous resolutions or provisions of previous resolutions adopted by the Boards concerning meeting location, time, and posting of notices.

8. This Resolution shall take effect on January 1, 2025.

(Signature Page Follows.)

ADOPTED AND APPROVED THIS 7TH DAY OF NOVEMBER, 2024.

ROAM METROPOLITAN DISTRICT NOS. 1-3

By: _____
Blake Johnson, President

Signature Page to 2025 Meeting Resolution

**RESOLUTION OF
THE BOARD OF DIRECTORS OF
ROAM METROPOLITAN DISTRICT NO. 1
2025 REGULAR SPECIAL DISTRICT ELECTION RESOLUTION**

WHEREAS, Roam Metropolitan District No. 1 (the “District”) was organized pursuant to the Special District Act, Article 1 of Title 32, C.R.S. (the “Act”); and

WHEREAS, District elections to elect members to the Board of Directors (the “Board,”) of the District and/or to present certain ballot questions and/or ballot issues to the eligible electors of the District 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, pursuant to Section 32-1-305.5(3)(a), C.R.S., the term of office of members of the Board of Directors for the District (the “Board”) elected in a regular special district election is four (4) years; and

WHEREAS, pursuant to Section 32-1-905(2)(a), C.R.S., any director appointed to the Board to fill a vacancy on the Board 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, pursuant to Section 1-13.5-111(1), C.R.S., the next regular special district election for the District to elect members to the Board is scheduled to be held on the Tuesday succeeding the first Monday of May, which is May 6, 2025 (the “Election”); and

WHEREAS, the Board currently includes four (4) members elected to serve on the Board and one (1) member appointed to fill a vacancy on the Board; and

WHEREAS, the terms of office for two (2) members elected to the Board and the term of office for one (1) member appointed to the Board shall expire after their successors are elected at the Election; and

WHEREAS, the number of Directors to be elected to the Board may increase following the adoption of this Resolution should a Director’s office be deemed vacant in accordance with Section 32-1-905, C.R.S. prior to the Election; and

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

WHEREAS, Sections 1-1-111(2), 1-13.5-108, and 32-1-804(2), C.R.S. provide that all powers and authority granted to the Board for the conduct of regular and special elections, including making all initial decisions as to controversies or other matters arising in the operation

of the Local Government Election Code, may be exercised in the absence of the Board by the secretary or by an assistant secretary appointed by the Board, and the person named by the Board who is responsible for the conducting of the election shall be the “Designated Election Official;” and

WHEREAS, for purposes of the Election, the Board desires to appoint an assistant secretary, who shall be the Designated Election Official for the Election and exercise all powers granted by the Board 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 District 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 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 District to the eligible electors of the District; posting the information on the official website of the District; 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 District and, in addition, in the office of the Clerk and Recorder of Grand County; 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, Section 1-13.5-1004(1), C.R.S. provides that the Designated Election Official shall keep a list of names of eligible electors who have applied for absentee voters’ ballots and those permanent absentee voters placed on the list pursuant to Section 1-13.5-1003(2), C.R.S., which list must contain certain other information as set out by statute; 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 (63rd) 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 District shall file notice and a copy of the resolution of such cancellation with the Colorado Division of Local Government (the “Division”); and

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

WHEREAS, the Board desires to call the Election and set forth herein the procedures for conducting the Election as authorized by the Election Laws.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NO. 1 HEREBY RESOLVES AS FOLLOWS:

1. The Board hereby calls the regular election of the eligible electors of the District to be held on May 6, 2025 (as previously defined, the “Election”) 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 three (3) Directors to each serve a four-year term on the Board, as such numbers may change due to one or more vacancies arising on the Board 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.

2. Pursuant to Section 32-1-804(2), C.R.S., the Board hereby names Stacie L. Pacheco of Icenogle Seaver Pogue, P.C. as Assistant Secretary to the District for purposes of the Election, who shall be the Designated Election Official for the Election. The Board hereby directs the District’s General Counsel to oversee the general conduct of the Election and authorizes the Designated Election Official to take all other action necessary for the proper conduct thereof. The Designated Election Official shall act as the primary contact with the Clerk and Recorder of Grand County, Colorado and shall be primarily responsible for ensuring the proper conduct of the Election, including, but not limited to, distributing, handling, and counting of ballots and the survey of returns, taking the necessary steps to protect the confidentiality of the ballots cast and the integrity of the Election, appointing election judges as necessary, appointing the board of canvassers, arranging for the required notices of the Election and printing of ballots, maintaining a permanent absentee voter list, and directing that all other appropriate actions be accomplished.

3. The Board hereby directs 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 District 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 posting the information on the official website of the District.

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 29, 2025).

5. Pursuant to Section 1-13.5-303, C.R.S., any person who desires to be a candidate for the office of director 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 28, 2025). On the date of signing the self-nomination and acceptance form or letter, a candidate for director shall be an eligible elector of the District pursuant to Section 32-1-103(5), C.R.S. Self-nomination 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 Board hereby authorizes and directs the Designated Election Official to cancel the Election and declare the candidates elected if, at the close of business on the sixty-third (63rd) day before the Election (March 4, 2025), 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 Board further authorizes and directs the Designated Election Official to file cancellation notices with the Grand County Clerk and Recorder's Office and with the Division, 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 District directs the Designated Election Official to notify the Division of the results of any elections held by the District, including the District's business address, telephone number, and contact person within thirty (30) days after the Election (June 5, 2025).

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

9. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board, the Designated Election Official, and the officers, agents, consultants, and employees, if any, of the District, 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 District 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 District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation.

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

(Signature Page Follows.)

Whereupon, a motion was made and seconded, and upon a majority vote, this Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 7TH DAY OF NOVEMBER, 2024.

**ROAM METROPOLITAN
DISTRICT NO. 1**

Blake Johnson, President

**RESOLUTION OF
THE BOARD OF DIRECTORS OF
ROAM METROPOLITAN DISTRICT NO. 2
2025 REGULAR SPECIAL DISTRICT ELECTION RESOLUTION**

WHEREAS, Roam Metropolitan District No. 2 (the “District”) was organized pursuant to the Special District Act, Article 1 of Title 32, C.R.S. (the “Act”); and

WHEREAS, District elections to elect members to the Board of Directors (the “Board,”) of the District and/or to present certain ballot questions and/or ballot issues to the eligible electors of the District 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, pursuant to Section 32-1-305.5(3)(a), C.R.S., the term of office of members of the Board of Directors for the District (the “Board”) elected in a regular special district election is four (4) years; and

WHEREAS, pursuant to Section 32-1-905(2)(a), C.R.S., any director appointed to the Board to fill a vacancy on the Board 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, pursuant to Section 1-13.5-111(1), C.R.S., the next regular special district election for the District to elect members to the Board is scheduled to be held on the Tuesday succeeding the first Monday of May, which is May 6, 2025 (the “Election”); and

WHEREAS, the Board currently includes four (4) members elected to serve on the Board and one (1) member appointed to fill a vacancy on the Board; and

WHEREAS, the terms of office for two (2) members elected to the Board and the term of office for one (1) member appointed to the Board shall expire after their successors are elected at the Election; and

WHEREAS, the number of Directors to be elected to the Board may increase following the adoption of this Resolution should a Director’s office be deemed vacant in accordance with Section 32-1-905, C.R.S. prior to the Election; and

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

WHEREAS, Sections 1-1-111(2), 1-13.5-108, and 32-1-804(2), C.R.S. provide that all powers and authority granted to the Board for the conduct of regular and special elections, including making all initial decisions as to controversies or other matters arising in the operation

of the Local Government Election Code, may be exercised in the absence of the Board by the secretary or by an assistant secretary appointed by the Board, and the person named by the Board who is responsible for the conducting of the election shall be the “Designated Election Official;” and

WHEREAS, for purposes of the Election, the Board desires to appoint an assistant secretary, who shall be the Designated Election Official for the Election and exercise all powers granted by the Board 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 District 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 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 District to the eligible electors of the District; posting the information on the official website of the District; 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 District and, in addition, in the office of the Clerk and Recorder of Grand County; 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, Section 1-13.5-1004(1), C.R.S. provides that the Designated Election Official shall keep a list of names of eligible electors who have applied for absentee voters’ ballots and those permanent absentee voters placed on the list pursuant to Section 1-13.5-1003(2), C.R.S., which list must contain certain other information as set out by statute; 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 (63rd) 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 District shall file notice and a copy of the resolution of such cancellation with the Colorado Division of Local Government (the “Division”); and

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

WHEREAS, the Board desires to call the Election and set forth herein the procedures for conducting the Election as authorized by the Election Laws.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NO. 2 HEREBY RESOLVES AS FOLLOWS:

1. The Board hereby calls the regular election of the eligible electors of the District to be held on May 6, 2025 (as previously defined, the “Election”) 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 three (3) Directors to each serve a four-year term on the Board, as such numbers may change due to one or more vacancies arising on the Board 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.

2. Pursuant to Section 32-1-804(2), C.R.S., the Board hereby names Stacie L. Pacheco of Icenogle Seaver Pogue, P.C. as Assistant Secretary to the District for purposes of the Election, who shall be the Designated Election Official for the Election. The Board hereby directs the District’s General Counsel to oversee the general conduct of the Election and authorizes the Designated Election Official to take all other action necessary for the proper conduct thereof. The Designated Election Official shall act as the primary contact with the Clerk and Recorder of Grand County, Colorado (the “County”) and shall be primarily responsible for ensuring the proper conduct of the Election, including, but not limited to, distributing, handling, and counting of ballots and the survey of returns, taking the necessary steps to protect the confidentiality of the ballots cast and the integrity of the Election, appointing election judges as necessary, appointing the board of canvassers, arranging for the required notices of the Election and printing of ballots, maintaining a permanent absentee voter list, and directing that all other appropriate actions be accomplished.

3. The Board hereby directs 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 District 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 posting the information on the official website of the District.

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 29, 2025).

5. Pursuant to Section 1-13.5-303, C.R.S., any person who desires to be a candidate for the office of director 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 28, 2025). On the date of signing the self-nomination and acceptance form or letter, a candidate for director shall be an eligible elector of the District pursuant to Section 32-1-103(5), C.R.S. Self-nomination 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 Board hereby authorizes and directs the Designated Election Official to cancel the Election and declare the candidates elected if, at the close of business on the sixty-third (63rd) day before the Election (March 4, 2025), 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 Board further authorizes and directs the Designated Election Official to file cancellation notices with the Grand County Clerk and Recorder's Office and with the Division, 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 District directs the Designated Election Official to notify the Division of the results of any elections held by the District, including the District's business address, telephone number, and contact person within thirty (30) days after the Election (June 5, 2025).

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

9. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board, the Designated Election Official, and the officers, agents, consultants, and employees, if any, of the District, 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 District 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 District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation.

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

(Signature Page Follows.)

Whereupon, a motion was made and seconded, and upon a majority vote, this Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 7TH DAY OF NOVEMBER, 2024.

**ROAM METROPOLITAN
DISTRICT NO. 2**

Blake Johnson, President

**RESOLUTION OF
THE BOARD OF DIRECTORS OF
ROAM METROPOLITAN DISTRICT NO. 3
2025 REGULAR SPECIAL DISTRICT ELECTION RESOLUTION**

WHEREAS, Roam Metropolitan District No. 3 (the “District”) was organized pursuant to the Special District Act, Article 1 of Title 32, C.R.S. (the “Act”); and

WHEREAS, District elections to elect members to the Board of Directors (the “Board,”) of the District and/or to present certain ballot questions and/or ballot issues to the eligible electors of the District 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, pursuant to Section 32-1-305.5(3)(a), C.R.S., the term of office of members of the Board of Directors for the District (the “Board”) elected in a regular special district election is four (4) years; and

WHEREAS, pursuant to Section 32-1-905(2)(a), C.R.S., any director appointed to the Board to fill a vacancy on the Board 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, pursuant to Section 1-13.5-111(1), C.R.S., the next regular special district election for the District to elect members to the Board is scheduled to be held on the Tuesday succeeding the first Monday of May, which is May 6, 2025 (the “Election”); and

WHEREAS, the Board currently includes four (4) members elected to serve on the Board and one (1) member appointed to fill a vacancy on the Board; and

WHEREAS, the terms of office for two (2) members elected to the Board and the term of office for one (1) member appointed to the Board shall expire after their successors are elected at the Election; and

WHEREAS, the number of Directors to be elected to the Board may increase following the adoption of this Resolution should a Director’s office be deemed vacant in accordance with Section 32-1-905, C.R.S. prior to the Election; and

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

WHEREAS, Sections 1-1-111(2), 1-13.5-108, and 32-1-804(2), C.R.S. provide that all powers and authority granted to the Board for the conduct of regular and special elections, including making all initial decisions as to controversies or other matters arising in the operation

of the Local Government Election Code, may be exercised in the absence of the Board by the secretary or by an assistant secretary appointed by the Board, and the person named by the Board who is responsible for the conducting of the election shall be the “Designated Election Official;” and

WHEREAS, for purposes of the Election, the Board desires to appoint an assistant secretary, who shall be the Designated Election Official for the Election and exercise all powers granted by the Board 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 District 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 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 District to the eligible electors of the District; posting the information on the official website of the District; 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 District and, in addition, in the office of the Clerk and Recorder of Grand County; 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, Section 1-13.5-1004(1), C.R.S. provides that the Designated Election Official shall keep a list of names of eligible electors who have applied for absentee voters’ ballots and those permanent absentee voters placed on the list pursuant to Section 1-13.5-1003(2), C.R.S., which list must contain certain other information as set out by statute; 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 (63rd) 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 District shall file notice and a copy of the resolution of such cancellation with the Colorado Division of Local Government (the “Division”); and

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

WHEREAS, the Board desires to call the Election and set forth herein the procedures for conducting the Election as authorized by the Election Laws.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NO. 3 HEREBY RESOLVES AS FOLLOWS:

1. The Board hereby calls the regular election of the eligible electors of the District to be held on May 6, 2025 (as previously defined, the “Election”) 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 three (3) Directors to each serve a four-year term on the Board, as such numbers may change due to one or more vacancies arising on the Board 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.

2. Pursuant to Section 32-1-804(2), C.R.S., the Board hereby names Stacie L. Pacheco of Icenogle Seaver Pogue, P.C. as Assistant Secretary to the District for purposes of the Election, who shall be the Designated Election Official for the Election. The Board hereby directs the District’s General Counsel to oversee the general conduct of the Election and authorizes the Designated Election Official to take all other action necessary for the proper conduct thereof. The Designated Election Official shall act as the primary contact with the Clerk and Recorder of Grand County, Colorado and shall be primarily responsible for ensuring the proper conduct of the Election, including, but not limited to, distributing, handling, and counting of ballots and the survey of returns, taking the necessary steps to protect the confidentiality of the ballots cast and the integrity of the Election, appointing election judges as necessary, appointing the board of canvassers, arranging for the required notices of the Election and printing of ballots, maintaining a permanent absentee voter list, and directing that all other appropriate actions be accomplished.

3. The Board hereby directs 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 District 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 posting the information on the official website of the District.

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 29, 2025).

5. Pursuant to Section 1-13.5-303, C.R.S., any person who desires to be a candidate for the office of director 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 28, 2025). On the date of signing the self-nomination and acceptance form or letter, a candidate for director shall be an eligible elector of the District pursuant to Section 32-1-103(5), C.R.S. Self-nomination 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 Board hereby authorizes and directs the Designated Election Official to cancel the Election and declare the candidates elected if, at the close of business on the sixty-third (63rd) day before the Election (March 4, 2025), 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 Board further authorizes and directs the Designated Election Official to file cancellation notices with the Grand County Clerk and Recorder's Office and with the Division, 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 District directs the Designated Election Official to notify the Division of the results of any elections held by the District, including the District's business address, telephone number, and contact person within thirty (30) days after the Election (June 5, 2025).

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

9. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board, the Designated Election Official, and the officers, agents, consultants, and employees, if any, of the District, 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 District 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 District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation.

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

(Signature Page Follows.)

Whereupon, a motion was made and seconded, and upon a majority vote, this Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 7TH DAY OF NOVEMBER, 2024.

**ROAM METROPOLITAN
DISTRICT NO. 3**

Blake Johnson, President

**RESOLUTION OF THE BOARDS OF DIRECTORS OF
ROAM METROPOLITAN DISTRICT NOS. 1 – 3**

A RESOLUTION ADOPTING AND APPROVING A SECOND AMENDMENT TO THE PUBLIC RECORDS POLICY REGARDING THE INSPECTION, RETENTION AND DISPOSAL OF PUBLIC RECORDS

WHEREAS, the Colorado Open Records Act (“Open Records Act”), as set forth in Section 24-72-200.1, *et seq.*, C.R.S., as amended, requires all public records of political subdivisions of the State to be open for inspection by any person at reasonable times except as otherwise provided in the Open Records Act; and

WHEREAS, on December 21, 2018, via resolution, the Boards of Directors (the “Boards”) of Roam Metropolitan District Nos. 1 – 3 (the “Districts”) adopted a Public Records Policy Regarding the Inspection, Retention and Disposal of Public Records in compliance with the Open Records Act, as amended by that First Amendment to Amended and Restated Public Records Policy dated November 1, 2023 (collectively, the “Public Records Policy”); and

WHEREAS, the Boards desire to amend the Districts’ Public Records Policy to adjust certain fees imposed for copies of public records.

NOW THEREFORE, THE BOARDS OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NOS. 1 – 3 HEREBY ADOPTS THE FOLLOWING SECOND AMENDMENT TO THE PUBLIC RECORDS POLICY:

1. Fees for Copies of Public Records. The Districts hereby amend and restate Paragraph 5.b. and Paragraph 5.c. of the Public Records Policy in their entirety as follows:

5. Fees for Copies of Public Records. The custodian shall furnish copies, printouts or photographs of public records requested for a fee as follows:

b. If, in response to a specific request, the custodian performs a manipulation of data so as to generate a record in a form not used by the Districts, an administrative fee of \$41.37 per hour shall be charged to the person or entity making the request. Such fee shall be automatically adjusted at such time as the research and retrieval fee is adjusted as set forth in paragraph 5.c. below, without further approval by the Districts, and shall be adjusted to the same amount as the research and retrieval fee. An individual or entity making a subsequent request for the same or similar records shall be charged the same fee.

c. If the amount of time required by the custodian to research and retrieve the documents necessary to fulfill a specific request exceeds one hour, including the time required to identify and segregate records that must or may not be produced, the person or entity making the request shall be charged a research and retrieval fee of \$41.37 per hour. Such fee shall be automatically adjusted, without further approval by the Districts, to the amount established by the State Director of Research of the Legislative

Council from time to time. The Districts will not impose a charge for the first hour of time expended in connection with the research and retrieval of public records. This imposition of this fee shall be effective upon the publishing of this Public Records Policy in accordance with the Open Records Act.

2. Future Amendments to Public Records Policy. The Boards may further amend the Public Records Policy from time to time as the Boards deem necessary.

3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

(Signature Page Follows)

APPROVED AND ADOPTED THIS 7TH DAY OF NOVEMBER, 2024.

ROAM METROPOLITAN DISTRICT NOS. 1 – 3

By: _____
 Blake Johnson, President

**WORK ORDER #5
TO MASTER SERVICES AGREEMENT**

This Work Order is made and entered into this 25th day of March, 2022, 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. Services. 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. Compensation. 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 \$114,600, 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. Term. The term of this Work Order shall begin on January 1, 2022, and shall terminate on December 31, 2022 or upon the completion of the Services by Consultant and the term of the Agreement is extended, without lapse, accordingly.

4. Modification. 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. Integrated Agreement. 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 25th day of March, 2022.

ROAM METROPOLITAN DISTRICT NO. 1

Blake Johnson

By: Blake Johnson

Its: President

**INDEPENDENT DISTRICT ENGINEERING
SERVICES, LLC**

Brandon Collins, PE

By: Brandon Collins, PE

Its: Director

EXHIBIT A-1 TO WORK ORDER #5
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



355 Union Boulevard, Suite 302
Lakewood, CO 80228

January 12, 2022

Roam Metropolitan Districts Nos. 1-3
Attn: Alan D. Pogue
Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Suite 360
Denver, CO 80237

ROAM METROPOLITAN DISTRICTS CONSTRUCTION ASSISTANCE PROPOSAL FOR WORK ORDER 5

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

SCOPE OF SERVICES

Bidding and Quality Control Review of Plans – IDES will assist the District with future bidding. This will include a quality control review of the construction drawings and other construction related documents. IDES will gather all the necessary plans and bidding documents, create the bid summary and bid documents. IDES will assist with the legal postings required for bidding, hold a pre bid meeting and a bid opening meeting. IDES will respond to bidders questions and issue up to four addenda per bid, if necessary. IDES work with the construction manager to evaluate the bids and provide a recommendation to the District. This task assumed two bids will be done in 2022. This task is estimated high due to the unknown nature of the scope of what might be bid in 2022.

Construction Contract Startup and Closeout Assistance – IDES will assist the construction manager set up construction contracts as needed. This may include negotiation with the contractor, assistance to get the contract executed, letting notice of award and notice to proceed, and setting up standard documents the contractor will use throughout the project. It is assumed that IDES will assist with two contract startups in 2022. IDES will assist the construction manager with construction contract closeout as needed. This may include attending the initial and final walk throughs with the contractor as the District representative as well as helping to monitor punchlist items. This may include assistance with gathering the final paperwork, making sure contract closeout requirements are being met, and legal advertisements for final payment. It is assumed that IDES will assist with three contract closeouts in 2022.

Monthly Contract Administration Assistance – IDES will assist the construction manager with monthly contract administration as needed. After a project is bid, IDES will assist with the review of contractor submittals and requests for information. IDES will coordinate with the District for any of these that require District decisions. On a monthly basis, IDES will review the invoices and pay applications and provide sign off when they are ready to be paid. IDES will assist the construction manager in the review of change orders and provide recommendation to the District. During construction, IDES will make at least two site visits a month to record the progress of construction. This task also includes attendance of monthly board meetings.

FEE

IDES proposes to perform services on a time and material basis in accordance with the Charge Rate Schedule attached. A firm estimate of the services cannot be provided at this time as cost can vary greatly depending on the final scope determined. The District agrees that IDES is authorized perform a task authorized under this scope of services at the direction of any individual board member.

Fee estimates for District engineering services may vary from consultant to consultant and should only be used as an estimate to assist in budgeting. The accuracy of our fee estimate can be affected by the completeness of the information provided by the District and Developer. This fee estimate can be impacted by

- constructability of plans,
- completeness of agreements,
- delayed construction,
- excessive change order requests,
- low quality construction,
- completeness of invoices and evidence of payment (completeness, readability, quantities and unit costs included, quantity, lack of duplicates, and evidence of payment easily ties to invoice),
- responsiveness of District and Developer

Our fee estimate for this work is

Bidding and Quality Control Review of Plans	\$37,500
Construction Contract Startup and Closeout Assistance	\$58,500
Monthly Contract Administration Assistance	\$18,600
Total	\$114,600

We will provide services to the District as requested and bill only for the actual time required to complete the services. We will bill using the unit rates provided. Our unit rates are subject to possible change on an annual basis.



1626 Cole Blvd, Suite 125
Lakewood, CO 80401

2022 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
Contract Administrator	\$ 125.00 per hour
Project Engineer	\$ 140.00 per hour
Technical Specialist	\$ 150.00 per hour
Project Manager	\$ 155.00 per hour
Construction Manager	\$ 158.00 per hour
Professional Engineer	\$ 160.00 per hour
Sn. Project Manager	\$ 175.00 per hour
Sn. Construction Manager	\$ 175.00 per hour
District Engineer	\$ 180.00 per hour
Principal / Director	\$ 200.00 per hour
Principal Project Manager	\$ 235.00 per hour

Reimbursable Expenses

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

**WORK ORDER #6
TO MASTER SERVICES AGREEMENT**

This Work Order is made and entered into this 26 day of June, 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. Services. 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. Compensation. 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. Term. 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. Modification. 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. Integrated Agreement. 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

DocuSigned by:

Blake Johnson

0042A5C338034D8...

By: Blake Johnson

Its: President

**INDEPENDENT DISTRICT ENGINEERING
SERVICES, LLC**

Brandon Collins,
PE
2023.06.26
11:41:25-06'00'



By: _____

Its: Vice President

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

INDEPENDENT



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

**WORK ORDER #7
TO MASTER SERVICES AGREEMENT**

This Work Order is made and entered into this ____ day of _____, 2024, 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. Services. 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. Compensation. 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 \$121,000, 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. Term. The term of this Work Order shall begin on June 28, 2024, and shall terminate on June 28, 2025 or upon the completion of the Services by Consultant and the term of the Agreement is extended, without lapse, accordingly.

4. Modification. 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. Integrated Agreement. 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 _____, 2024.

ROAM METROPOLITAN DISTRICT NO. 1

DocuSigned by:

Blake Johnson

8AE99165CA5E46E...

By: _____

Its: _____

INDEPENDENT DISTRICT ENGINEERING SERVICES, LLC

DocuSigned by:

Brandon Collins

4E74C0D4C2444DE...

By: _____

Its: _____

EXHIBIT A-1 TO WORK ORDER #7
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



Independent District Engineering Services LLC
1626 Cole Blvd, Suite 125
Lakewood, CO 80401
www.idesllc.com

June 20, 2024

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 7)

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.

The scope of work included in the services listed below apply to the ongoing work for the Roam Metropolitan District. This work includes the ongoing Acceptance Coordination for the Filing 2 Cabins Phase 1 Project, Construction Administration and Construction Management for the Filing 3 Cabins Phase 2 Project, Bidding & Contracting of the Cabins Ph2 Trails Project, Construction Management and Administration of the Cabins Ph2 Trails Project, Ongoing Cost Certification Reports, Bidding and Contracting of future District Projects like PA9 & PA10, and Construction Administration services for the Beaver's Lodge Amenity Center.

SCOPE OF SERVICES

Pre-Qualification, Bid and Award of Project - \$3,000 (Future District Projects)

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 – \$1,500 (Future District Projects)

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 – \$25,000 (Cabins Ph1, Cabins Ph2, Beaver's Lodge)

IDES will 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 compiled in a daily report and used for construction administration activities. Increases or decreases in the construction schedule may impact the estimated hours.

Construction Administration and Coordination – \$31,500 (Cabins Ph1, Cabins Ph2, Beaver's Lodge)

IDES will 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 – (Included with Site Meetings and Construction Coordination)

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

Meetings – \$15,000 (Ongoing)

IDES will 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 – \$2,500 (Ongoing)

IDES will 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 – \$3,000 (Ongoing)

IDES will 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 – \$10,500 (Cabins Ph1, Cabins Ph2, Beaver's Lodge, Future District Projects, Survey, Materials Testing)

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 – (Included with Cost Certification)

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 – \$2,000 (Budget for Unforeseen Services Associated with Existing and Future Projects)

Additional services outside scope of what was included within this proposal.

Cost Certification – \$10,000 (Ongoing)

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.

District Expenditure Verification – \$10,500 (Ongoing)

Based on the information provided, IDES will 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.

Acceptance Coordination – \$6,500 (Cabins Ph1, Cabins Ph2)

Once construction activities are considered substantially complete, IDES will coordinate site walks and gather necessary information to gain acceptance from the proper entities. Record drawings and materials testing reports will be reviewed for accuracy and compiled to follow the municipality submittal guidelines. IDES will create District punch lists if necessary, and coordinate punch list corrections with the Builder and Contractor on site.

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 \$121,000 should allocate the funds required for the tasks, and any excess funds may be used for additional services.

2024 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	\$ 150.00 per hour
Project Engineer	\$ 145.00 per hour
Project Engineer II	\$ 150.00 per hour
Project Engineer III	\$ 155.00 per hour
Assistant Project Manager	\$ 158.00 per hour
Project Manager	\$ 160.00 per hour
Project Manager II	\$ 165.00 per hour
Construction Manager	\$ 165.00 per hour
Construction Manager II	\$ 175.00 per hour
Professional Engineer	\$ 180.00 per hour
Senior Construction Manager	\$ 200.00 per hour
District Engineer	\$ 195.00 per hour
Director	\$ 205.00 per hour
Principal	\$ 225.00 per hour

Reimbursable Expenses

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

RECITALS:

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

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 "**Vendors**") 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 "**PI Contracts**") for the multi-use project known as the Roam Development (the "**Project**"); 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. **TERM**. Unless sooner terminated in accordance with the terms of this Easement Agreement, the term of the Easement (the "**Term**") shall commence on the Effective Date 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. CONDUCT OF EASEMENT ACTIVITY / COVENANTS.

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. 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 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 LATERAL AND SUBJACENT SUPPORT. 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 AUTHORITY TO ENTER INTO EASEMENT AGREEMENT. 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. INSURANCE. In 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 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. **TERMINATION.** 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. **GENERAL PROVISIONS.**

7.1 **RUN WITH THE LAND.** 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 **AMENDMENT.** This Easement Agreement may not be altered in whole or in part except by a written modification executed by the Parties.

7.3 **GOVERNING LAW.** 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 **UNENFORCEABLE PROVISIONS.** 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 **REPRESENTATION OF CAPACITY TO CONTRACT.** Each signatory to this Easement Agreement represents and warrants that he/she has the authority to execute this Easement Agreement.

7.8 **OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT COUNSEL.** 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 **NO WAIVER.** 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 COUNTERPARTS; 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 NO WAIVER OF GOVERNMENTAL IMMUNITY. 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.*

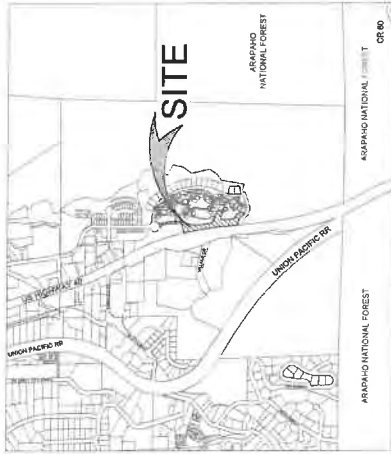
8.12 NO GENERAL PUBLIC DEDICATION. Nothing contained in this Easement Agreement will be deemed a gift or dedication of any portion of the Easement Property for the general public or grant of any rights to the general public.

[Signature page follows]

EXHIBIT A
To Easement Agreement
Easement Property

ROAM - BEAVERS LODGE COMMUNITY AMENITY CONSTRUCTION DOCUMENTS

A PARCEL OF LAND BEING TRACT A, TRACT B AND OUTLOT A, ROAM FILING NO. 3, A SUBDIVISION PLAT RECORDED JUNE 16, 2023, AT RECEPTION NO. 2023003456 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.



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VICINITY MAP

OWNER
GRAND COUNTY DISTRICT NO. 1
3800 COUNTY RD. 13
WINTER PARK, CO 80193
CONTACT: JAMES SHOCKEY
EMAIL: JSHOCKEY@GCDIST1.COM
PHONE: 970-728-5200

LANDSCAPE ARCHITECT/PLANNER
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EMAIL: JVOGEL@FRASER.COM

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EMAIL: JSHOCKEY@JSA.COM

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WINTER PARK, CO 80193
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PHONE: 970-728-5800

UTILITY PROVIDERS
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WINTER PARK, CO 80193
CONTACT: JAMES SHOCKEY
PHONE: 970-728-5200

EAST GRAND FIRE PROTECTION DISTRICT #4
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PHONE: 970-728-5824

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1000 1/2 1ST ST. S.W.
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FAX: 970-728-5824

ROAM - BEAVERS LODGE COMMUNITY AMENITY
WINTER PARK, CO
CONSTRUCTION DOCUMENTS
COVER SHEET

ISSUE DATE
10/02/23
DOCUMENT SET
CONSTRUCTION SET
DATE BY
JAC

REVISIONS

NO.	DATE	DESCRIPTION

ENGINEER'S STATEMENT
I, JAMES SHOCKEY, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF COLORADO, NO. 12345, HEREBY CERTIFY THAT I AM THE REGISTERED PROFESSIONAL ENGINEER OF RECORD FOR THIS PROJECT. I HAVE REVIEWED THE CONSTRUCTION PLANS FOR ROAM CABINS PHASE II AND I AM Satisfied THAT THE PLANS COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS. I HAVE ALSO REVIEWED THE REQUIREMENTS FOR DESIGN AND CONSTRUCTION.

DATE
10/02/23

PROJECT BENCHMARK ELEVATION
8971.24 FEET

BENCHMARK
BENCHMARK ELEVATION SHOWN HEREON ARE BASED UPON THE 1985 BENCH MARK SETTING. ALL ELEVATIONS ARE BASED UPON THIS BENCHMARK SETTING.

BASIS OF BEARING
BEARINGS SHOWN ON THE ACCOMPANYING PLANS ARE BASED ON THE ASSUMPTION THAT THE NORTHLINE OF THE PLANS IS PARALLEL TO THE NORTHLINE OF SECTION 33, T15N, R75W OF THE 6TH P.M. MERIDIAN, 1899/337N, AS MONUMENTED AND SHOWN HEREON.

DOCUMENT SET ISSUE DATE

SUBMITTAL SET 11/09/2002

CONSTRUCTION SET

DRAWN BY: ACJ

REVISIONS:

REVISION #1: DATE:

REVISION #2: DATE:



EXISTING CONDITIONS AND DEMO

WINTER PARK, CO

ROAM - BEAVERS LODGE COMMUNITY AMENITY

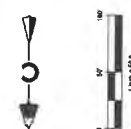
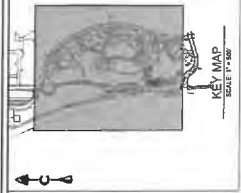
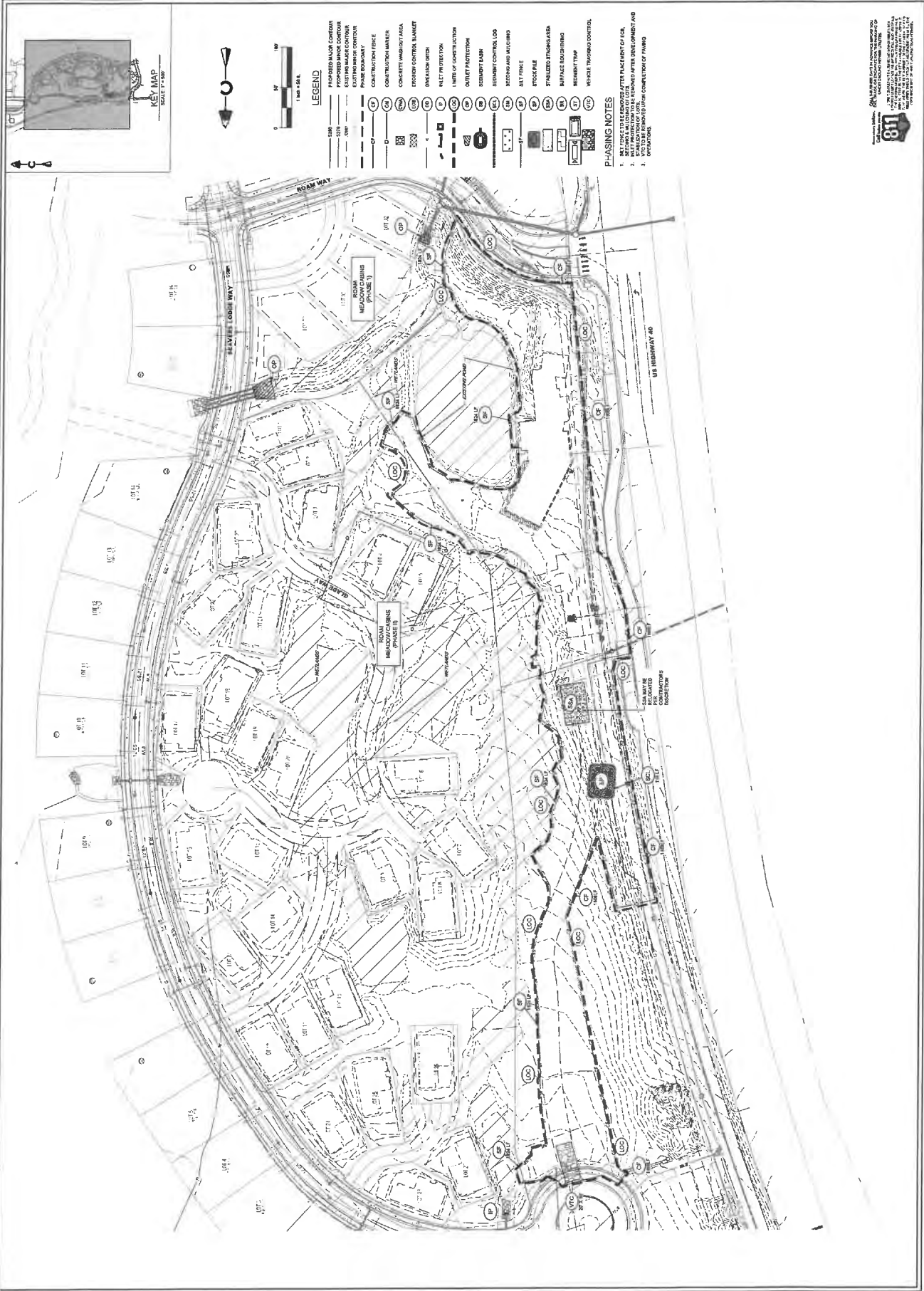
CONSTRUCTION DOCUMENTS

CORE
CORE CONSULTANTS, INC.
LIVE@CORE.COM

WOOL & ASSOCIATES
Land Planning & Landscape Architecture
Development Consulting
4730 N. 125th Avenue, Suite E
Denver, Colorado 80231-3608 • (303) 885-4344



811
Call Before You Dig
The state of Colorado requires that all utility owners file their utility locations with the state before any excavation work is performed. This information is made available to the public through the 811 service. For more information, visit www.811colorado.com



LEGEND

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---	PROPOSED MINOR CONTOUR
---	EXISTING MAJOR CONTOUR
---	EXISTING MINOR CONTOUR
---	PHASE BOUNDARY
---	CONSTRUCTION FENCE
---	CONSTRUCTION MARKER
---	CONCRETE PAVEMENT AREA
---	PROPOSED CONTROL BLANKET
---	PROPOSED UTILITY
---	WET PROTECTION
---	WET OF CONSTRUCTION
---	WET OF PROTECTION
---	SEWER MAIN
---	SEWER CONTROL LOSS
---	SEWER AND RAINWATER
---	SET FENCE
---	PROPOSED
---	PAVEMENT STABILIZATION
---	SEWER TANK
---	WET PROTECTION CONTROL

PHASING NOTES

1. BEAVERS LODGE COMMUNITY AMENITY SHALL BE CONSTRUCTED FIRST.
2. PHASE I SHALL BE CONSTRUCTED NEXT.
3. PHASE II SHALL BE CONSTRUCTED NEXT.
4. PHASE III SHALL BE CONSTRUCTED LAST.



CALL BEFORE YOU DIG
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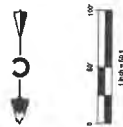
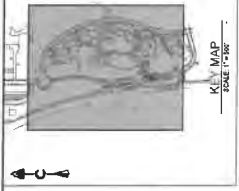
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 CONSTRUCTION SET
 DRAWN BY: MJC
 REVISIONS:
 REVISION #1: 06/06/24



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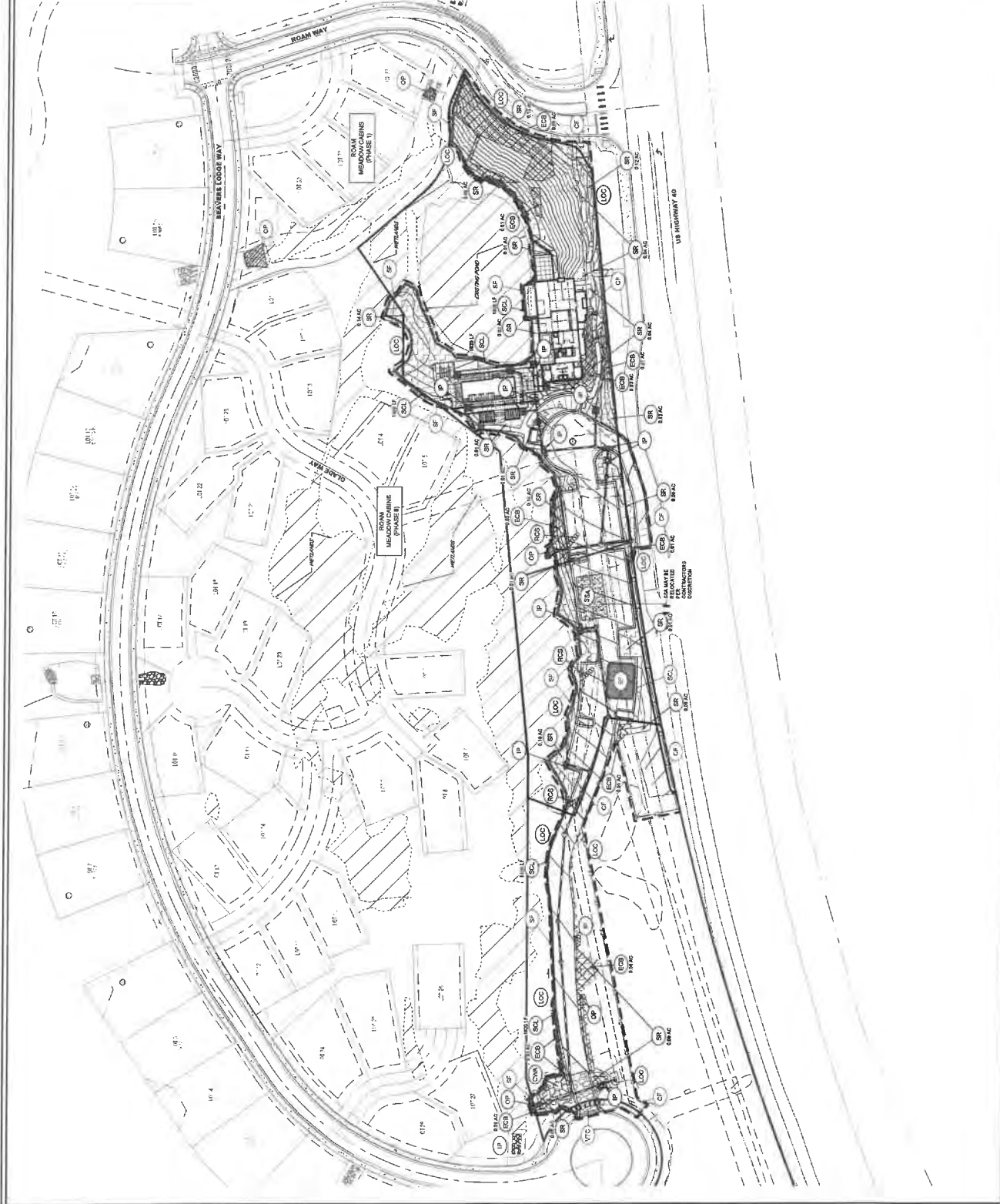
VOORL & ASSOCIATES
 LAND PLANNING & ARCHITECTURE
 1115 13TH AVENUE, SUITE 200
 DENVER, COLORADO 80202-3088 • (303) 882-2048

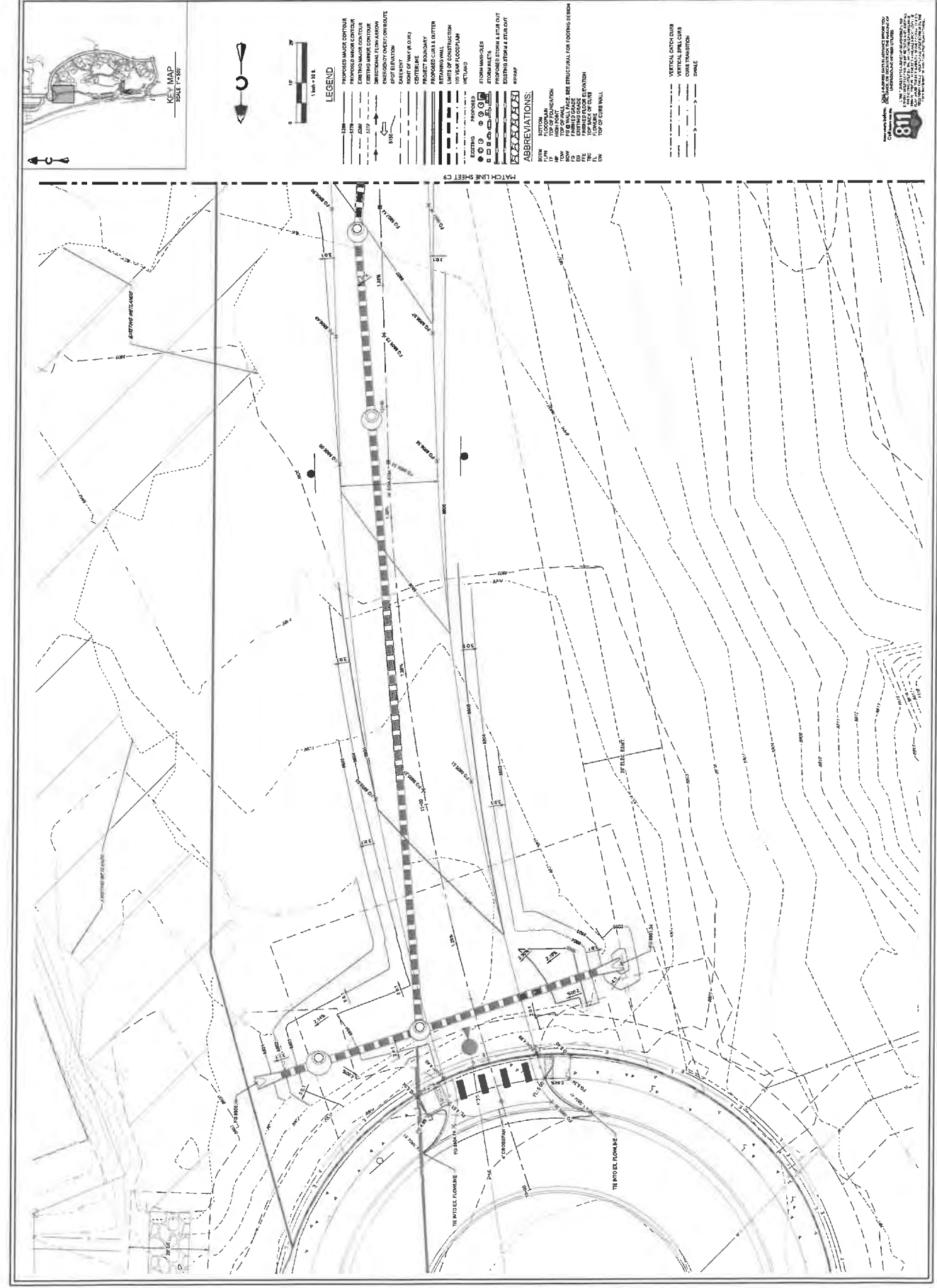


LEGEND

100	PROPOSED MAJOR CONTROL
101	PROPOSED MINOR CONTROL
102	EXISTING MAJOR CONTROL
103	EXISTING MINOR CONTROL
104	PHASE BOUNDARY
105	CONSTRUCTION FENCE
106	CONSTRUCTION MARKER
107	CONCRETE WORKOUT AREA
108	REGION CONTROL BLANKET
109	ENTRANCE ETICH
110	PAVEMENT PROTECTION
111	LIMIT OF CONSTRUCTION
112	OUTLET PROTECTION
113	SEWER CONTROL LOSS
114	SEWER AND ALLIGANDS
115	SEWER TRAP
116	SEWER FENCE
117	SEWER PILE
118	SPALLED STAMPING AREA
119	BRICK PAVING
120	SEWER TRAP
121	VEHICLE TRACKING CONTROL

- PHASING NOTES**
1. BRIDGE TO BE REMOVED AFTER PLACEMENT OF ECR.
 2. ALL PROTECTION TO BE REMOVED AFTER DEVELOPMENT AND
 3. TO BE RE-INSTALLED UPON COMPLETION OF PAVED





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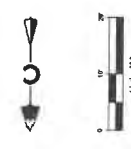
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REVISIONS	
REVISION #	DATE

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 Development Consulting
 617 West Avenue, Suite 110
 Denver, Colorado 80202-3888 • (303) 735-4369



LEGEND

	PROPOSED GRADE CONTOUR
	PROPOSED MASS CONTOUR
	EXISTING MASS CONTOUR
	DIRECTIONAL ELEVATION ARROW
	SPOT ELEVATION
	EASEMENT
	PROPERTY BOUNDARY
	PROJECT BOUNDARIES
	LIMITS OF CONSTRUCTION
	100 YEAR FLOODPLAIN
	WETLAND
	EXISTING STRUCTURE
	PROPOSED STRUCTURE

ABBREVIATIONS:

	BOTTOM
	TOP OF FOUNDATION
	TOP OF WALL
	TOP OF SLOPE
	PROPOSED SLOPE
	PROPOSED FLOOR ELEVATION
	PROPOSED TOP OF CORE WALL
	TOP OF CORE WALL

VERTICAL CURVATURE
 CURVATURE
 SWALE

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 FOR THE RECORD: THESE GRADING PLANS AND ELEVATIONS SHALL BE USED FOR THE CONSTRUCTION OF THE PROJECT AND SHALL BE MAINTAINED AS A PERMANENT RECORD OF THE PROJECT. ANY CHANGES TO THESE GRADING PLANS AND ELEVATIONS SHALL BE MADE BY THE CONTRACTOR AND SHALL BE APPROVED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL FIELD DATA AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THESE GRADING PLANS AND ELEVATIONS SHALL NOT BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF CORE CONSULTANTS, INC.

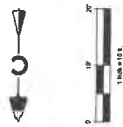
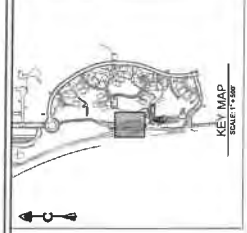


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 REVISIONS: 05/09/24
 DATE: 05/09/24

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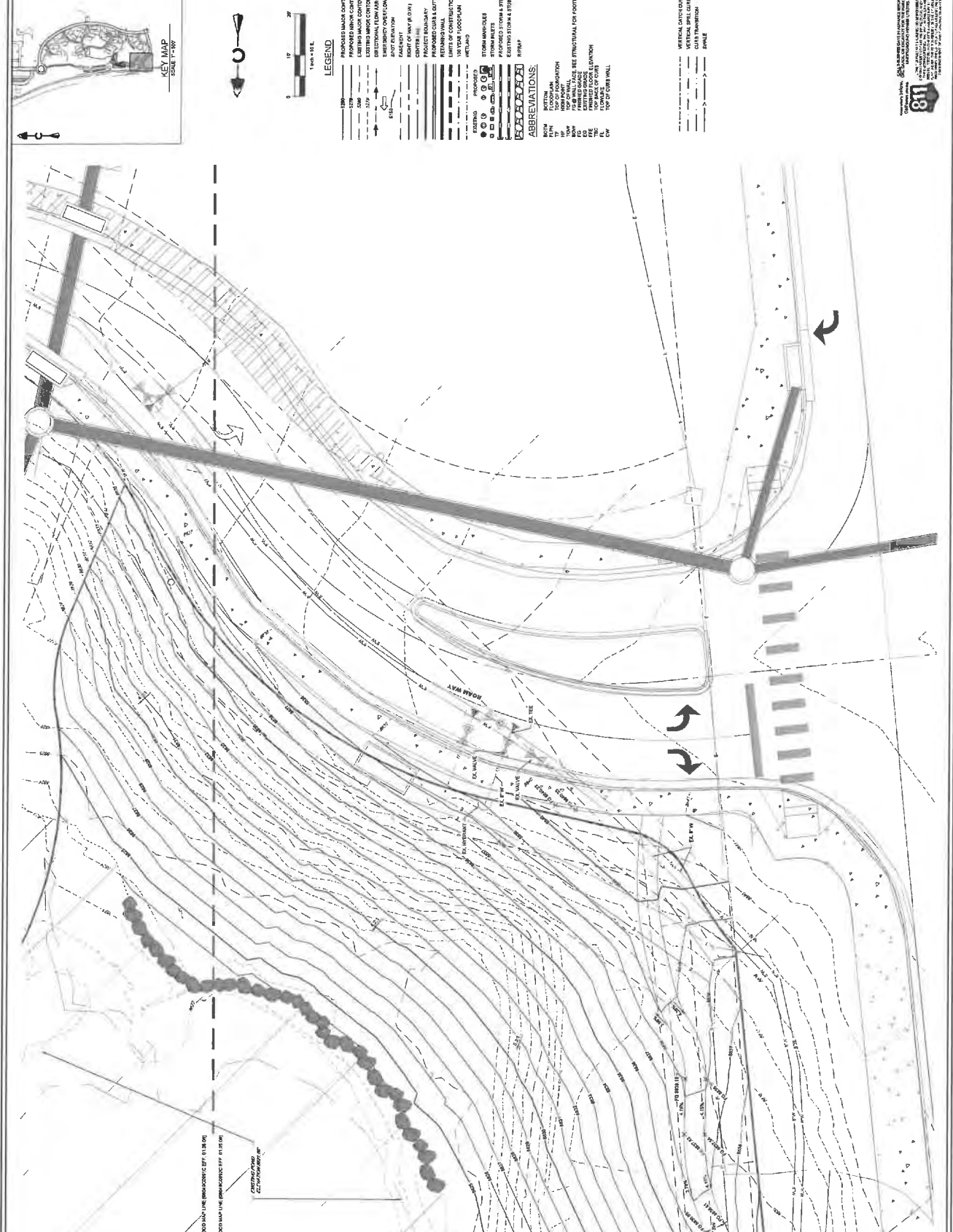


- LEGEND**
- PROPOSED MAJOR CONTOUR
 - PROPOSED MINOR CONTOUR
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - DIRECTIONAL FLOW ARROW
 - HYDROLOGIC OVERFLOW ROUTE
 - WATERWAY
 - RIGHT OF WAY (R.O.W.)
 - PROPOSED CURB & GUTTER
 - PROPOSED SIDEWALK
 - PROPOSED DRIVEWAY
 - 100-YEAR FLOODPLAIN
 - METADAM
 - STORM MANHOLES
 - STORM INLETS
 - PROPOSED STORM WELLS OUT
 - PROPOSED STORM WELLS IN
 - STORM
- ABBREVIATIONS**
- FL FLOODPLAIN
 - FIN FINISH
 - HP HIGH POINT
 - IS&S WALL FACE SEE SPECIFICATION FOR FOOTING DESIGN
 - MAW MAIN
 - MBW MAIN
 - PE PERMANENT ELEVATION
 - PEL PROPOSED ELEVATION
 - PEL TOP OF CURB WALL
 - CP CURB

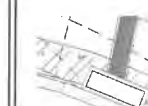
- VERTICAL DATUMS**
- VERTICAL DATUM
 - VERTICAL DATUM
 - DATUM
 - DATUM



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KEY MAP
DATE: 11-20-09



- LEGEND**
- 1.000' PROPOSED MAJOR CONTOUR
 - 2.000' PROPOSED MINOR CONTOUR
 - 3.000' EXISTING MAJOR CONTOUR
 - 4.000' EXISTING MINOR CONTOUR
 - 5.000' DIRECTIONAL FLOW MARKING
 - 6.000' PROPOSED FLOW ROUTE
 - 7.000' FASSET
 - 8.000' BOUNDARY OF ANY (DWP)
 - 9.000' PROJECT BOUNDARY
 - 10.000' PROPOSED CURB & GUTTER
 - 11.000' LIMITS OF CONSTRUCTION
 - 12.000' 100 YEAR FLOODPLAIN
 - 13.000' WETLANDS
 - 14.000' ELEVATION
 - 15.000' STORM MANHOLE
 - 16.000' STORM MANHOLE WITH SET
 - 17.000' EXISTING STORM WATER STRUCTURE
 - 18.000' PUMP
- ABBREVIATIONS:**
- BMN BENCHMARK
 - LVN LEVEL VERTICALLY
 - TOP OF CURB WALL
 - FINISHED FLOOR ELEVATION
 - TOP OF CURB WALL
 - TOP OF CURB WALL
- VERTICAL CURVES**
 - 19.000' PARABOLIC CURVE
 - 20.000' CUBIC PARABOLIC
 - 21.000' GRADE

MATCH LINE SHEET C11

FLOODPLAIN LINE (REGULATORY) REF. 01.18 (09)
 FLOODPLAIN LINE (VOLUNTARY) REF. 01.18 (09)
 CRETACEOUS SANDSTONE

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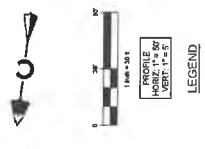
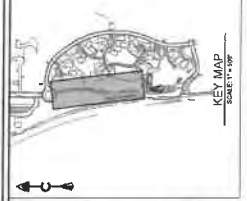
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 REVISION #1: 02/02/2024



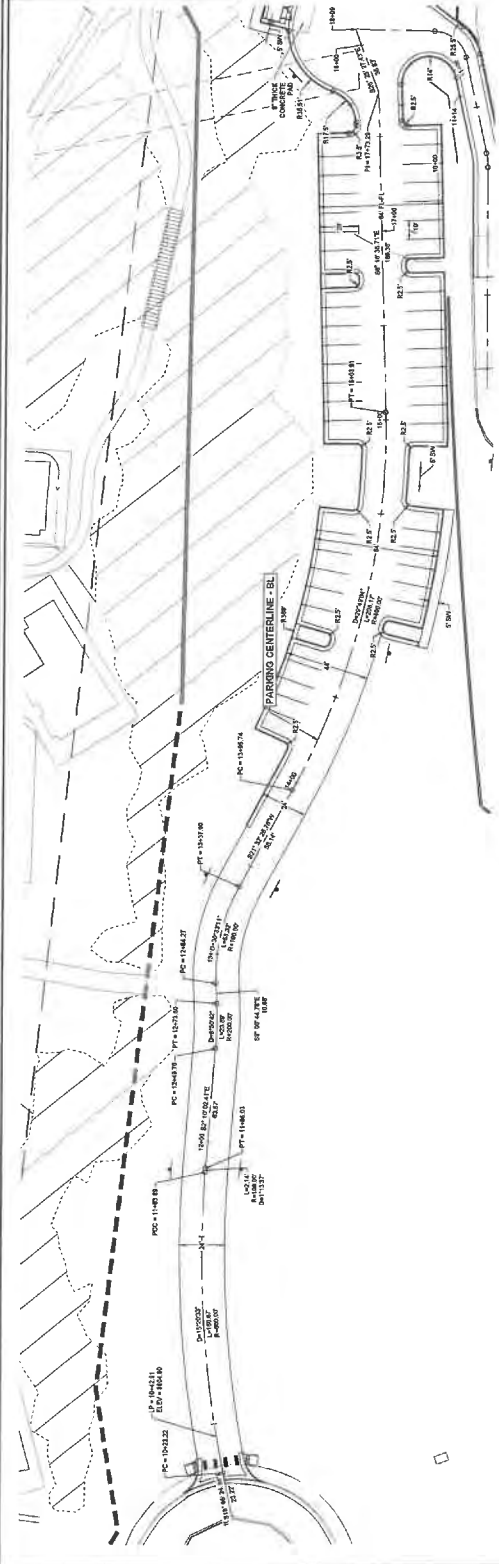
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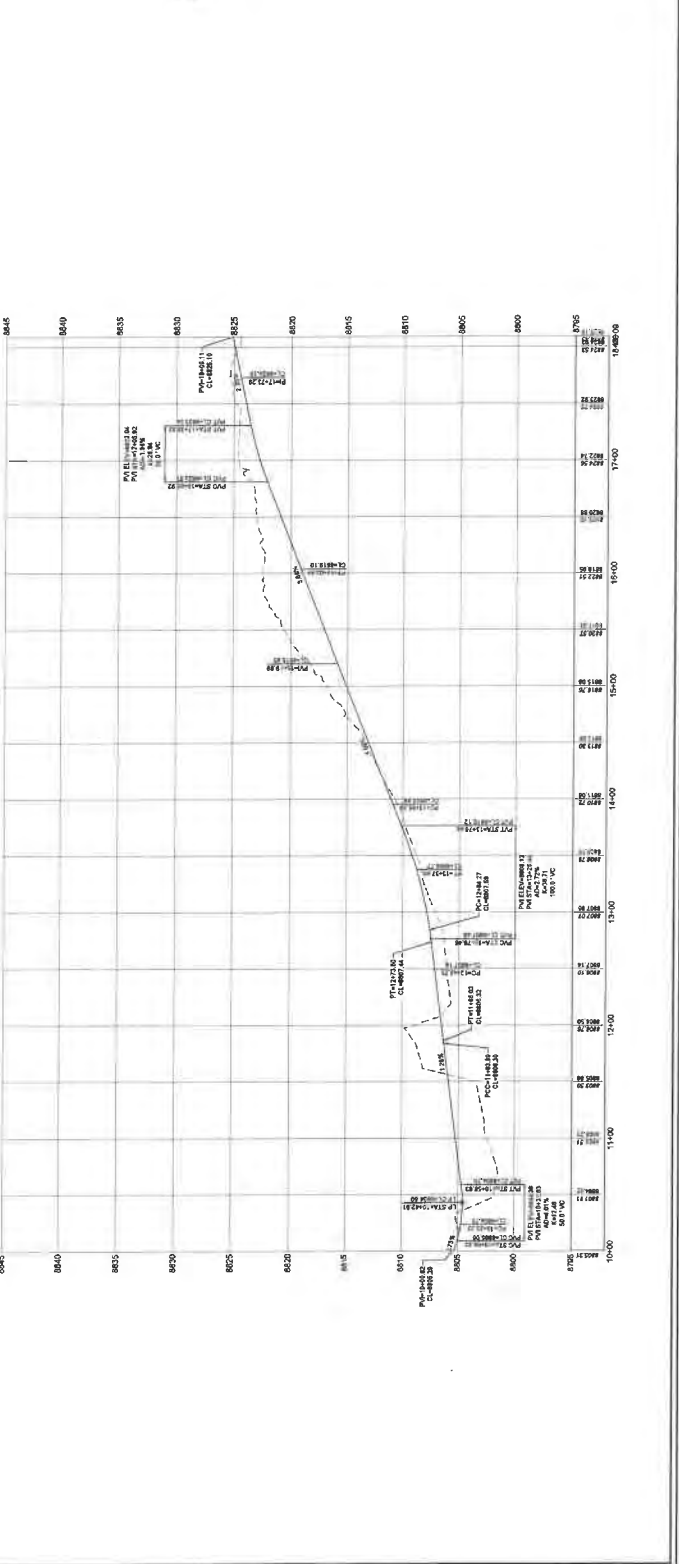
VOELKEL & ASSOCIATES
 Development Consulting & Architecture Corporation
 4717 W. 29th Avenue, Suite 210
 Denver, Colorado 80231-0288 - (303) 953-1288



- LEGEND**
- DRAINAGE: EXISTING (Dotted line)
 - CONCRETE: (Pattern)
 - PROJECT BOUNDARY: (Dashed line)
 - PROPERTY BOUNDARY: (Solid line)
 - ROAD CENTERLINE: (Dashed line)
 - CONTOUR: (Dotted line)
 - RETAINMENT WALL: (Pattern)
 - EXISTING: (Pattern)
 - STREET LIGHT POLES: (Symbol)
 - STREET SIGN: (Symbol)
 - POWER POLES: (Symbol)
 - STAKE: (Symbol)
 - SAFETY BARRIERS: (Symbol)
 - FIRE HYDRANTS: (Symbol)
 - CONTOUR SOLVE & OUTLET: (Symbol)
 - RETAINMENT WALL: (Symbol)
 - CONCRETE: (Symbol)
 - EXISTING GRAVEL ROAD: (Symbol)
 - EXISTING ASPHALT PAVEMENT: (Symbol)
 - APPROXIMATE BANGUIT LIMITS: (Symbol)
- ABBREVIATIONS**
- TOE: (Symbol)
 - FLANGE: (Symbol)
 - UTILITY: (Symbol)
 - POINT OF TANGENCY: (Symbol)
 - POINT OF CURVATURE: (Symbol)
 - POINT OF CONTRADICTION: (Symbol)
 - PIKE: (Symbol)
 - POINT OF INTERSECTION: (Symbol)



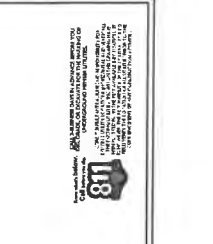
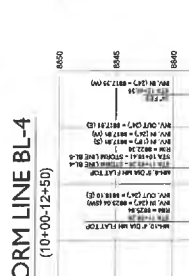
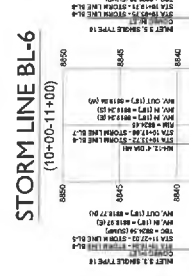
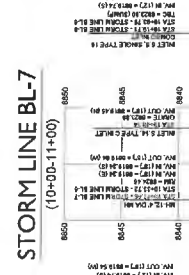
PARKING CENTERLINE - BL
 (10+00-18+00)

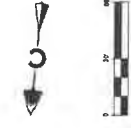
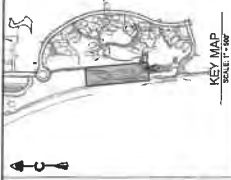


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 800-4-4-DIG
 800-4-5-DIG
 800-4-6-DIG
 800-4-7-DIG
 800-4-8-DIG
 800-4-9-DIG
 800-4-0-DIG



- NOTES:**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED PRIOR TO CONSTRUCTION.
 5. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY.
 7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT CONSTRUCTION.
 8. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
 9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 10. ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED PRIOR TO CONSTRUCTION.
 11. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 12. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY.
 13. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT CONSTRUCTION.
 14. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.



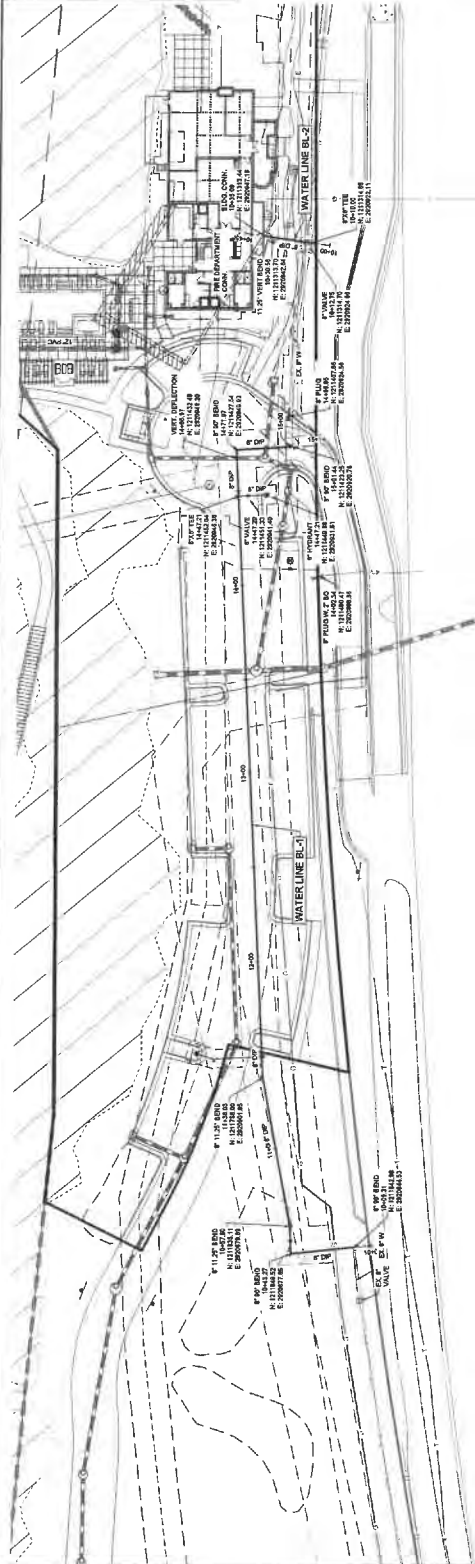


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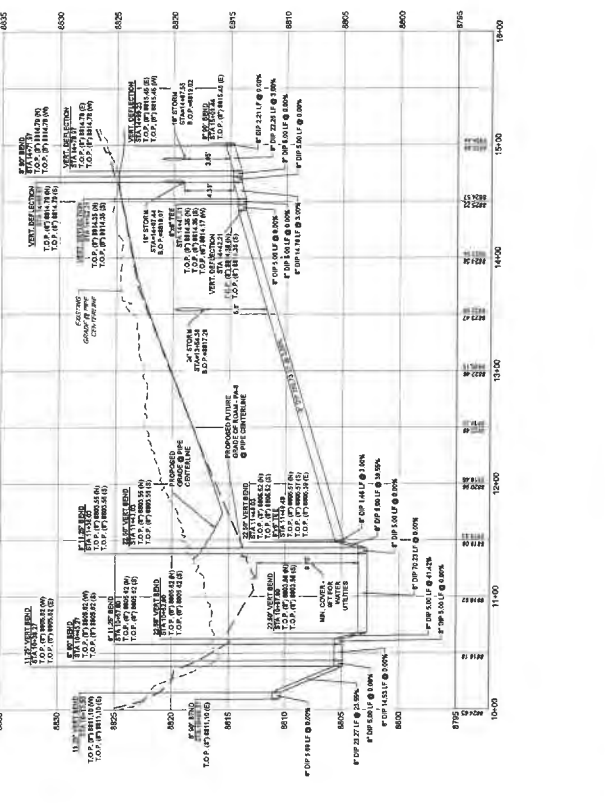
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 WATER VALVE
 FIRE HYDRANT
 FLOOR FINISH
 INTERIOR FINISH
 EXISTING WALL & STUB OUT
 EXISTING STUB & STUB OUT
 EXISTING STUB & STUB OUT
 EXISTING STUB & STUB OUT

PROPOSED:
 WATER VALVE
 FIRE HYDRANT
 WATER MAIN (8" DIA)
 WATER MAIN (6" DIA)
 WATER MAIN (4" DIA)
 WATER MAIN (3" DIA)
 WATER MAIN (2" DIA)
 WATER MAIN (1.5" DIA)
 WATER MAIN (1" DIA)
 WATER MAIN (0.75" DIA)
 WATER MAIN (0.5" DIA)

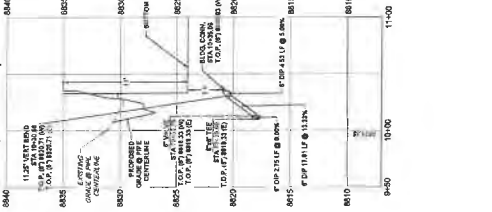
ASBESTOS:
 ASBESTOS (10-15%)
 ASBESTOS (20-25%)
 ASBESTOS (30-35%)
 ASBESTOS (40-45%)
 ASBESTOS (50-55%)
 ASBESTOS (60-65%)
 ASBESTOS (70-75%)
 ASBESTOS (80-85%)
 ASBESTOS (90-95%)
 ASBESTOS (100%)



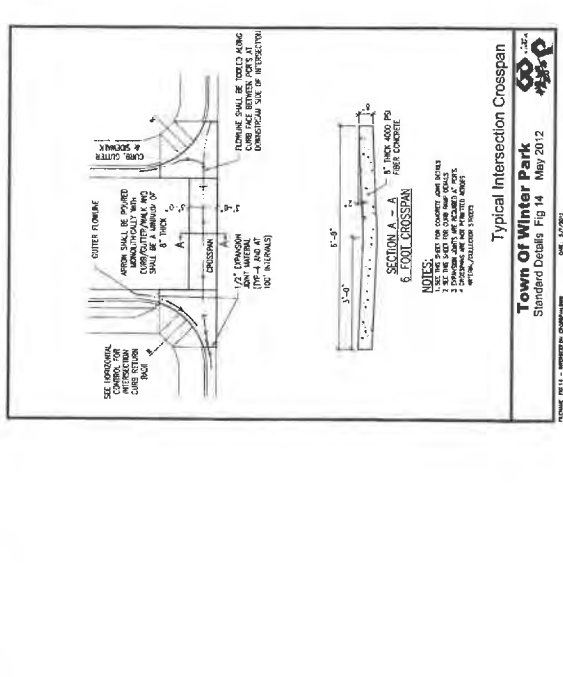
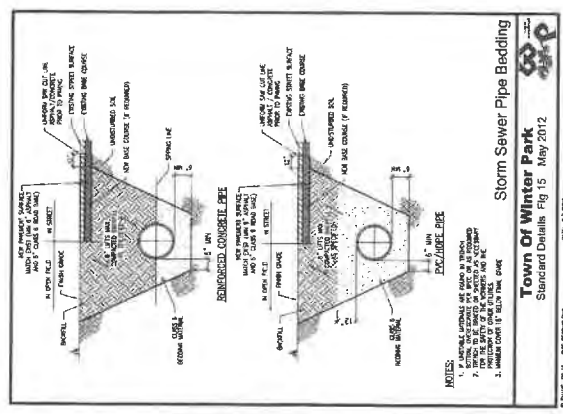
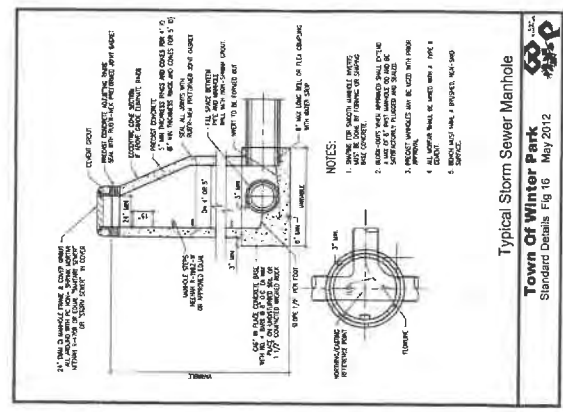
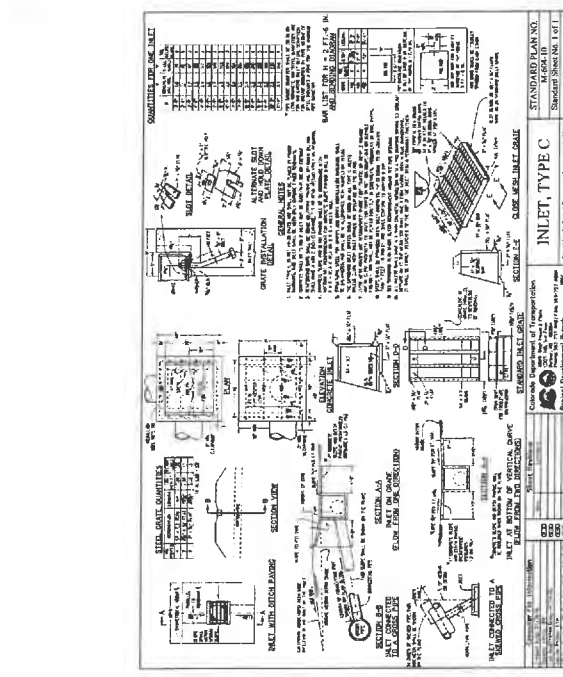
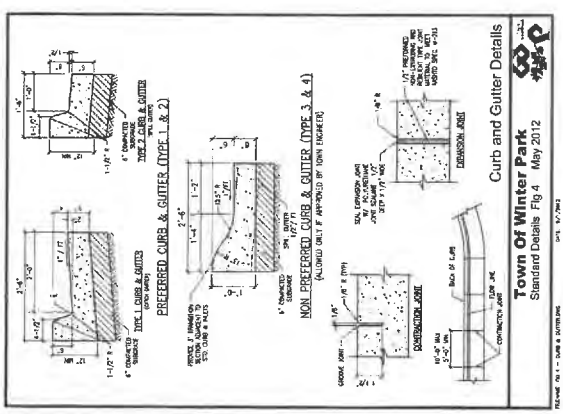
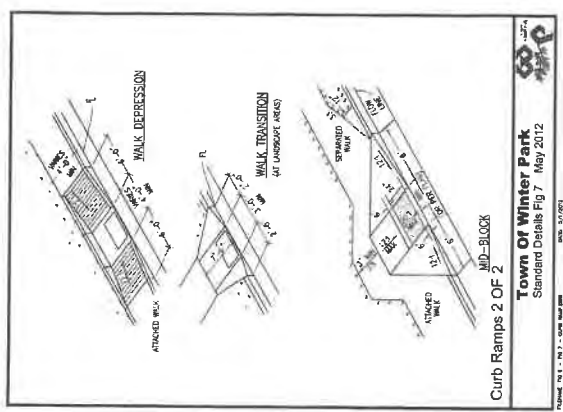
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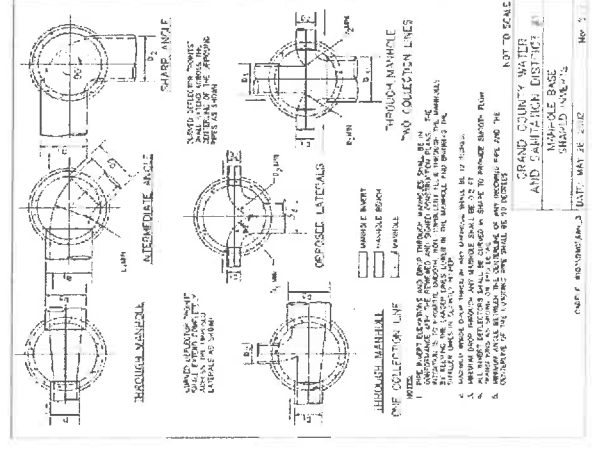
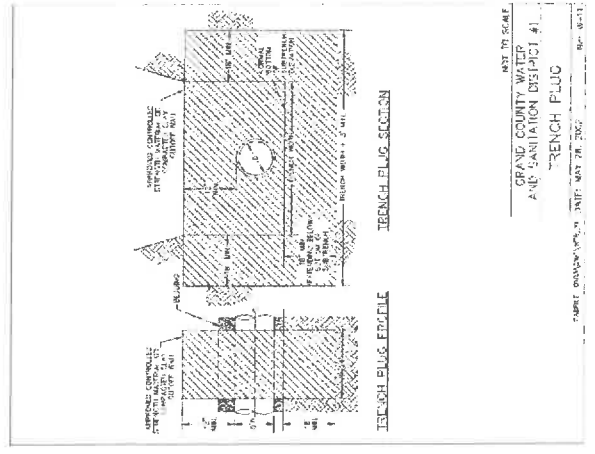
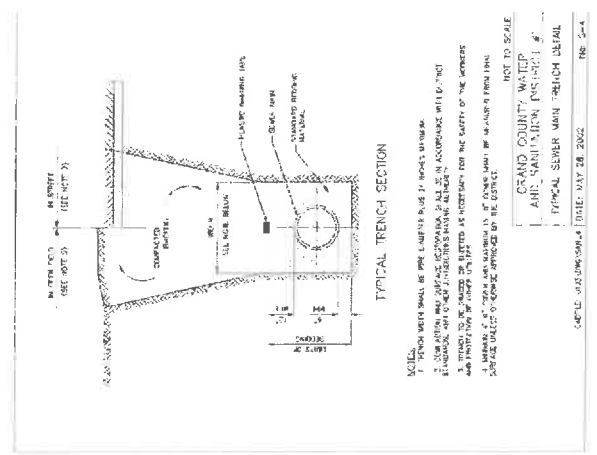
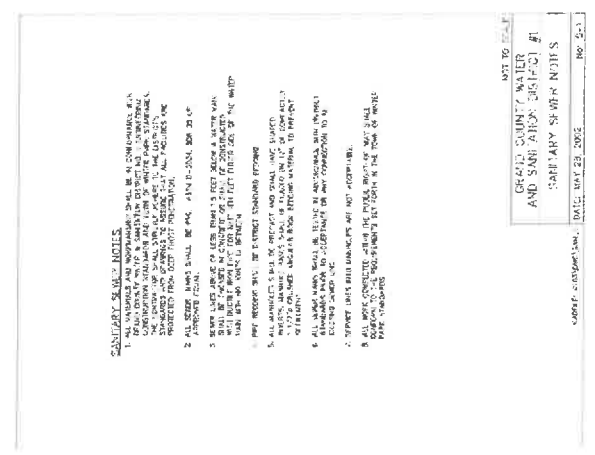
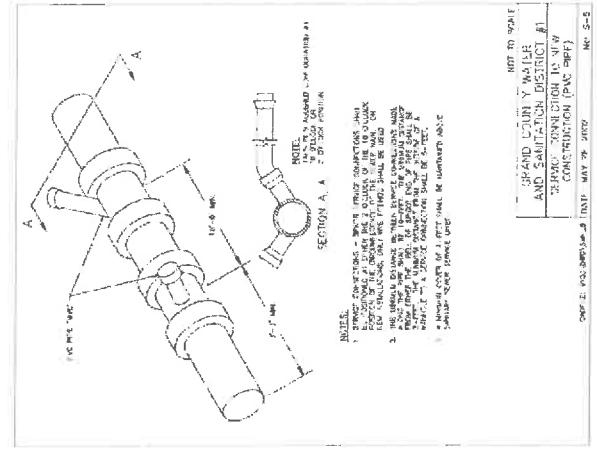
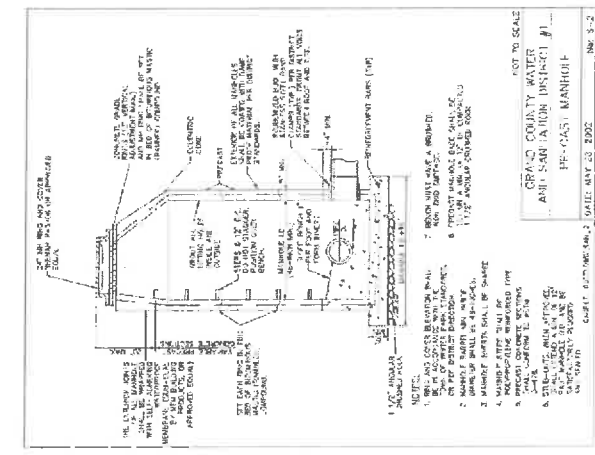
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DETAILS (1 OF 5)

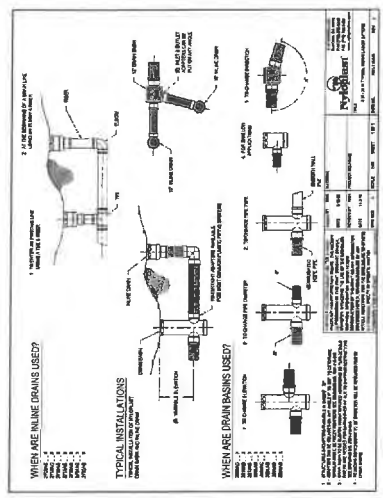


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 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
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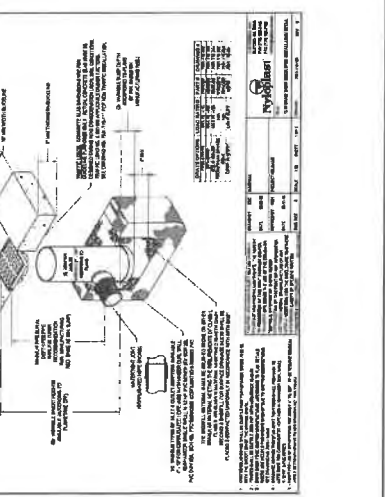
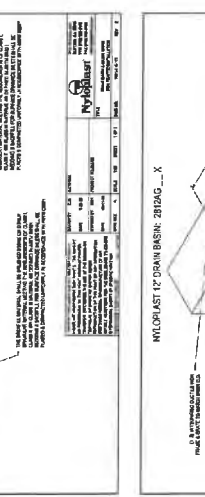
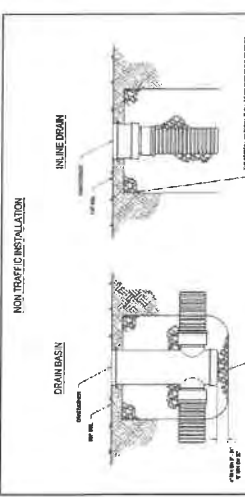
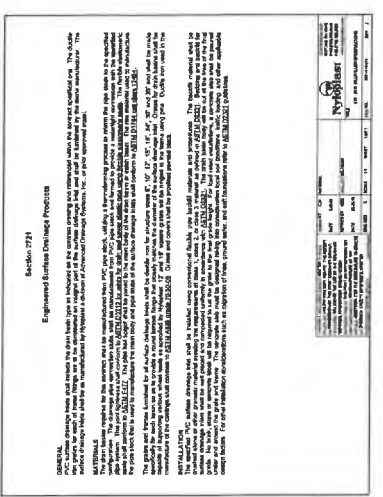
DOCUMENT SET	ISSUE DATE
SUBMITTAL SET	11/09/2023
CONSTRUCTION SET	
DRAWN BY: ACJ	
REVISIONS:	
REVISION #1:	05/14/2024



8 IN. - 36 IN. MINIMUM ANGLE BETWEEN ADAPTERS

THE CHART BELOW MUST BE USED TO DETERMINE THE CORRECT ADAPTER TO USE FOR EACH ADAPTER SIZE.

ADAPTER SIZE	1/2" BALL	3/4" BALL	1" BALL	1 1/2" BALL	2" BALL	3" BALL	4" BALL	6" BALL	8" BALL	10" BALL	12" BALL	14" BALL	16" BALL	18" BALL	20" BALL	24" BALL	30" BALL	36" BALL
1/2"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
3/4"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
1"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
1 1/2"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
2"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
3"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
4"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
6"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
8"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
10"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
12"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
14"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
16"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
18"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
20"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
24"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
30"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
36"	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"

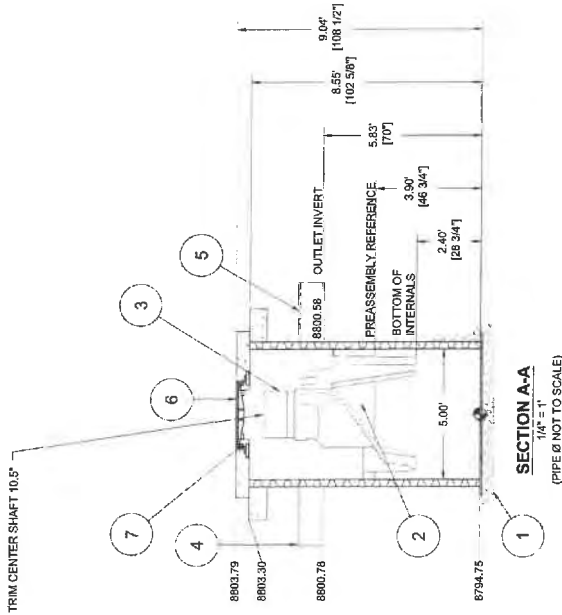


PARTS LIST - 5' FIRST DEFENSE HIGH CAPACITY

ITEM	SIZE (IN)	MATERIAL	DESCRIPTION
1	00	PP	I.D. ADS TRIPLE WALL MANHOLE
2	-	-	LEDGER SUPPORT
3	-	-	SEPARATION MODULE
4	18	PP	INLET PIPE
5	18	PP	OUTLET PIPE
6	30	-	FRAME & COVER
7	-	-	MATERIALS AND LABOR TO ACHIEVE FINAL GRADE (BY OTHERS)

NOTES:

- ENGINEER / CONTRACTOR TO CONFIRM PIPE MATERIALS AND APPLICABLE ADAPTERS.
- CONTRACTOR IS RESPONSIBLE FOR MATERIALS AND LABOR TO BRING CASTINGS TO FINISHED GRADE.
- CONTRACTOR TO MEASURE HEIGHT OF STRUCTURE TO ENSURE THAT DEPTH OF EXCAVATION IS CORRECT.
- UNIT SHALL CONFORM TO H320-44 LOAD RATINGS.
- UNIT SIZES SMALLER THAN 12" (300 mm) REQUIRE THE USE OF AN INERTIA TEE.



ATTENTION:

- THIS TREATMENT UNIT WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON GROUNDWATER LEVELS. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE GROUNDWATER LEVEL RELATIVE TO THE FINISHED GRADE. IF THE GROUNDWATER DEPTH ABOVE THE BOTTOM OF THE SLUMP EXCEEDS ONE-THIRD THE DEPTH OF THE UNIT, CONTACT ADS FOR SOLUTIONS. SEE TECHNICAL NOTE 5.22 FOR GUIDANCE.

ROAM - BEAVER LODGE MIXED USE PARCEL WINTER PARK, CO

DATE: 03/25/24 DRAWN: PME
PROJECT #: S398788 CHECKED: WCS

AS NOTED

HILLIARD, OH 43026

ADS

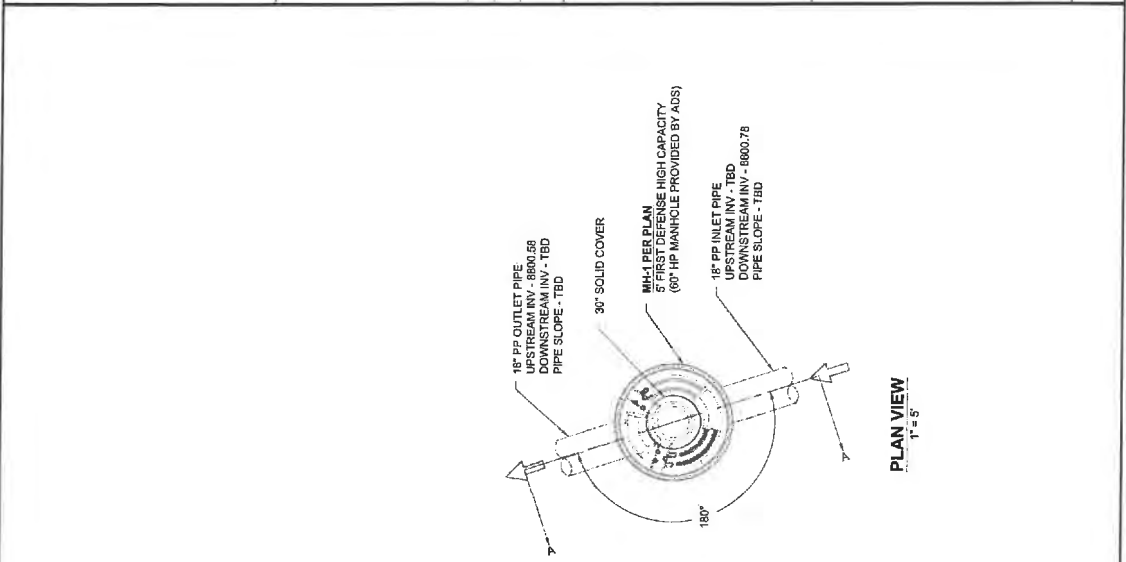
1640 TRIEMAN BLVD

Hydro™

PROFESSIONAL ENGINEER
REGISTERED PROFESSIONAL ENGINEER
LICENSE NO. 94128
WWW.HYDRO-INT.COM

AS NOTED

DATE: 11/09/23
SUBMITAL SET
CONSTRUCTION SET
DRAW BY: ACJ
REVISIONS
REVISION #



ROAM - BEAVER LODGE MIXED USE PARCEL WINTER PARK, CO

DATE: 03/25/24 DRAWN: PME
PROJECT #: S398788 CHECKED: WCS

AS NOTED

HILLIARD, OH 43026

ADS

1640 TRIEMAN BLVD

Hydro™

PROFESSIONAL ENGINEER
REGISTERED PROFESSIONAL ENGINEER
LICENSE NO. 94128
WWW.HYDRO-INT.COM

AS NOTED

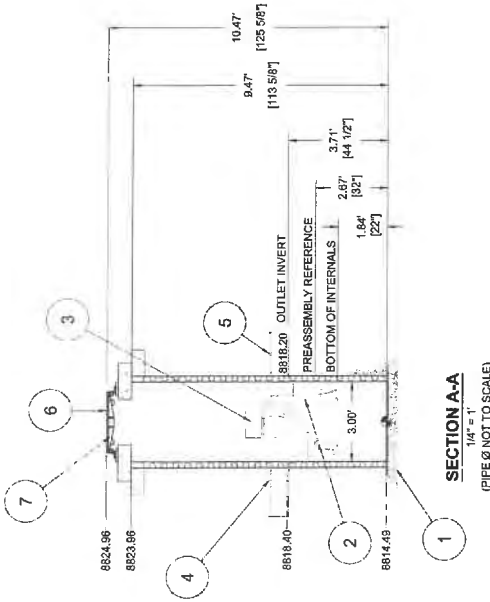
DATE: 11/09/23
SUBMITAL SET
CONSTRUCTION SET
DRAW BY: ACJ
REVISIONS
REVISION #



PARTS LIST : 3' FIRST DEFENSE HIGH CAPACITY

ITEM	SIZE (IN)	MATERIAL	DESCRIPTION
1	36		I.D. PRECAST MANHOLE
2			LEDGER SUPPORT
3			SEPARATION MODULE
4	18	PP	INLET PIPE (BY OTHERS)
5	18	PP	OUTLET PIPE (BY OTHERS)
6	30		FRAME & COVER
7			MATERIALS AND LABOR TO ACHIEVE FINAL GRADE (BY OTHERS)

- NOTES:**
- ENGINEER / CONTRACTOR TO CONFIRM PIPE MATERIALS.
 - ENGINEER IS RESPONSIBLE FOR MATERIALS AND LABOR TO BRING CUSTOMER HEIGHT OF STRUCTURE TO CONSTRUCTION.
 - CONTRACTOR TO MEASURE HEIGHT OF STRUCTURE TO ENSURE THAT DEPTH OF EXCAVATION IS CORRECT.
 - UNIT SHALL CONFORM TO HS20-44 LOAD RATINGS.



ATTENTION:
 * THIS TREATMENT UNIT WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON GROUNDWATER LEVELS. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE GROUNDWATER LEVEL RELATIVE TO THE RIBBED BOTTOM OF THE UNIT. IF THE GROUNDWATER DEPTH ABOVE THE BOTTOM OF THE SUMP EXCEEDS ONE-THIRD THE DEPTH OF THE UNIT, CONTACT ADS FOR SOLUTIONS. SEE TECHNICAL NOTE 5.22 FOR GUIDANCE.

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE SECTION OF THE SITE DESIGN ENGINEER'S OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCTS (DETAILED) AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

DATE: 03/25/24 DRAWN: PME
 PROJECT #: S296788 CHECKED: WCS
 ROAM - BEAVER LODGE MIXED USE PARCEL
 WINTER PARK, CO

STORMWATER SOLUTIONS
 84 HITCHING DR.
 PERCYVILLE, OH 43081-1828
 (607) 754-0200
 WWW.HYDRO-INT.COM

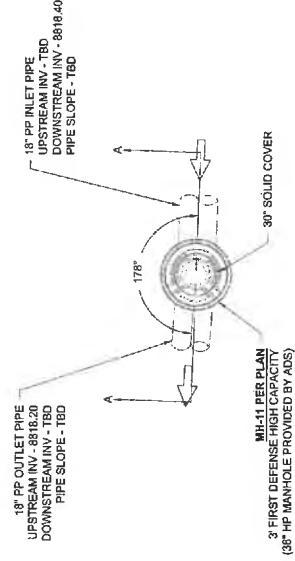
Hydro-International
 1700 W. 10TH STREET, SUITE 100
 DENVER, CO 80202

4640 TRUEMAN BLVD
 HILLIARD, OH 43026

ADS

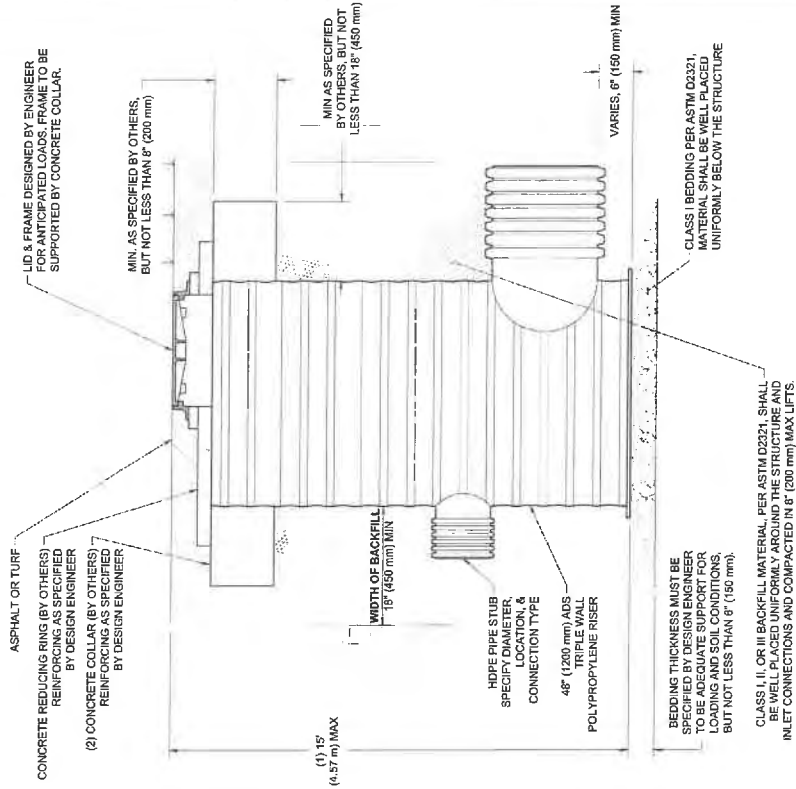
AS NOTED

SHEET 3 OF 4



HP MANHOLE INSTALLATION

- NOTES:
- FOR BURIAL DEPTHS GREATER THAN 15' (4.57 m), OR WHERE GROUND WATER WILL BE ENCOUNTERED, CONTACT ADS ENGINEERING SERVICES.
 - AVOID CONSTRUCTION LOADING ON STRUCTURE PRIOR TO CONCRETE COLLAR INSTALLATION.



DATE: 03/25/24 DRAWN: PME PROJECT #: S398788 CHECKED: WCS WINTER PARK, CO MIXED USE PARCEL ROAM - BEAVER LODGE		DESCRIPTION DATE DRAWN CHECKED	770-930-2443 WWW.NILOPLAST-US.COM Nyloplast® HILLIARD, OH 43028 ADS 4640 TRUEMAN BLVD HILLIARD, OH 43028	SHEET 4 OF 4
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VOGEL & ASSOCIATES
 1475 N. 17th Avenue - Suite B
 Colorado Springs, CO 80905
 Phone: (303) 586-3888 - (303) 585-1288

CORE
 CORE CONSULTANTS, INC.
 CORECONSULTANTS.COM

ADAS DETAILS (3 OF 4)
 WINTER PARK, CO
 ROAM - BEAVERS LODGE COMMUNITY AMENITY
 CONSTRUCTION DOCUMENTS

DOCUMENT SET: REVISION DATE
 SUBMITAL SET: 1/19/2023
 CONSTRUCTION SET
 DRAWN BY: KJ
 REVISIONS
 REVISION #1
 DRAWN

811
 CALL BEFORE YOU DIG
 1-800-485-5849
 www.811.com

C30



DOCUMENT SET: ISSUE DATE
 SUBMITAL SET: 10/09/03
 CONSTRUCTION SET
 DWN BY: A21
 REVISIONS
 REVISION # DATE

ADS DETAILS (4 OF 4)
 ROAM - BEAVERS LODGE COMMUNITY AMENITY
 WINTER PARK, CO
 CONSTRUCTION DOCUMENTS

CORE
 CORE CONSULTANTS INC.
 LIVEYOURCORE.COM

VOGEL & ASSOCIATES
 Land Planning & Landscape Architecture
 Development Consulting
 4730 N. DEWEY AVENUE - SUITE 20
 DENVER, COLORADO 80242-0888 - (303) 954-2288



811
 Call before you dig. Digging can be dangerous. Call 811 to locate underground utilities. Digging without proper permits can result in fines and penalties. Call 811 to locate underground utilities. Digging without proper permits can result in fines and penalties.

TOWN OF WINTER PARK
RESOLUTION NO. 2167
SERIES OF 2024

A RESOLUTION APPROVING A DEVELOPMENT IMPROVEMENTS AGREEMENT
STANDARD FORM FOR ROAM COMMUNITY AMENITY CENTER

WHEREAS, Roam Metropolitan District No. 1 is the current owner of certain real property described in the Agreement (herein known as the "Property");

WHEREAS, Roam Metropolitan District No. 1 is required to complete certain improvements associated with the development known as Roam Community Amenity Center (the "Development");

WHEREAS, the Town staff has reviewed the attached Development Improvements Agreement (DIA) and recommends conditional approval to the Town Council; and

WHEREAS, Section 9-1-3 of the Winter Park Town Code requires the Town Council approve DIAs by resolution.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Winter Park, Colorado as follows:

1. Findings. The Town Council hereby finds and determines that the attached Development Improvements Agreement Standard Form and Exhibits (attached hereto as Exhibit A) meet all of the applicable criteria set forth in Title 9 of the Winter Park Town Code.
2. Decision. Based on the foregoing findings, the Town Council hereby approves the Development Improvements Agreement, subject to the following conditions, all of which shall be satisfied prior to beginning site improvements:
 - a. Applicant shall provide surety to the Town.
 - b. Applicant shall receive approved stamped construction plans and site plan from the Town.

APPROVED AND PASSED this 20th day of August 2024 by a vote of _____ to _____.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

DEVELOPMENT IMPROVEMENTS AGREEMENT

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT ("Agreement") is made and entered into this 20th day of August, 2024, by and between the TOWN OF WINTER PARK, a Colorado municipal corporation having an address of P.O. Box 3327, 50 Vasquez Road, Winter Park, Colorado 80482 (the "Town"), and ROAM METROPOLITAN DISTRICT NO. 1, a Title 32, C.R.S., special district having an address of 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 (the "District") (collectively the "Parties").

WHEREAS, District has a temporary construction easement to construct public improvements on and within certain real property located in the Town as reflected in **Exhibit A** attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Town has approved District's development plan for public improvements for the Property, which is attached hereto as **Exhibit B**, and incorporated herein by reference; and

WHEREAS, the Town's approval of the District's proposed development of public improvements on the Property is contingent upon the express condition that all duties created by this Agreement are faithfully performed by District.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by District in connection with the improvements for development of the Property. All conditions in this Agreement are in addition to any requirements of the Winter Park Town Code, state statutes and other Town ordinances, and are not intended to supersede any requirements contained therein.

2. **Public Improvements.** District agrees to complete or pay for, as described herein, the public improvements set forth in **Exhibit C**, attached hereto and incorporated herein by this reference ("Public Improvements") subject to this Agreement and in accordance with the approved development plan.

3. **Construction.**

a. All Public Improvements shall be installed and completed at the expense of District and dedicated or conveyed to the Town upon the Town's acceptance thereof or dedicated or conveyed and accepted by an agency, association, or district as required by law or as acceptable to the Town. The estimated cost of the Public Improvements is set forth in **Exhibit C**.

b. The Town may make reasonable engineering observations at District's expense. Observation, acquiescence in or approval by any inspector shall not constitute the approval by the Town of any portion of such Public Improvements.

c. District shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements at

its sole cost and expense, including reproducible "as-built" drawings certified accurate by a professional engineer registered in the State of Colorado.

4. Completion and Preliminary Acceptance. Except as otherwise provided above, the obligations of District in Section 3 hereof shall be performed within three (3) years. A certificate of occupancy shall not be issued until such obligations have been satisfied unless expressly agreed to otherwise. Proper application to the Town for preliminary acceptance of Public Improvements shall be made by District in advance. Upon completion of construction of the Public Improvements, the Town or a Town-accepted agency, association, or district shall inspect the Public Improvements and certify with specificity their conformity or lack thereof to the Town's specifications. District shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications. Upon determination by the Town that the Public Improvements conform with all of the Town's specifications, the Town shall preliminarily accept the Public Improvements and the two-year warranty period set forth in Section 5, below, shall commence.

5. Warranty. Upon preliminary acceptance of the Public Improvements by the Town, District shall warrant any and all Public Improvements for a period of two (2) years from the date the Town grants preliminary acceptance of the Public Improvements. District shall be responsible for scheduling the necessary inspections for preliminary acceptance. Specifically, but not by way of limitation, District shall warrant that all Public Improvements are free of defects in materials or workmanship for a period of two (2) years, as stated above. District shall be responsible, at District's cost to maintain all Public Improvements until such improvements are finally accepted and conveyed to the Town or such other acceptable entity as set forth in this Agreement. The Town or a Town-accepted agency, association, or district will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after preliminary acceptance has been granted in writing by the Town.

6. Final Acceptance of Public Improvements. Upon completion of the two (2) year warranty period set forth in Section 5, above, the Town shall inspect the Public Improvements and certify with specificity their conformity or lack thereof to the Town's specifications. District shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications. Upon determination by the Town that the Public Improvements conform with all of the Town's specifications, the Town shall accept the Public Improvements. District shall convey the Public Improvements to the Town by bill of sale or warranty deed as determined acceptable by the Town in its sole judgment. Upon conveyance of the Public Improvements District shall warrant that the title to the Public Improvements conveyed is marketable and its transfer rightful.

7. Ownership. All Public Improvements shall be conveyed to the Town upon final acceptance.

8. Performance Guarantee. To secure the construction and installation of the Public Improvements, District has entered into a Public Improvement Escrow Agreement by and among the Town, the District, and Fraser River Development Co, LLC, dated December 3, 2021.

9. Land Dedication: Fee in Lieu. To the extent it does not conflict with this Agreement, land dedications and fees-in-lieu shall be provided as stated in Winter Park Town Code. In the case of a conflict between the Winter Park Town Code and this Agreement, the terms of this Agreement shall apply.

10. Nuisance Conditions. District shall prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by the Winter Park Town Code. If the Town determines that a nuisance exists, District shall be subject to the provisions of the Winter Park Town Code regarding the abatement of nuisances and the cost assessed therefor. If the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, draw upon the Performance Guarantee to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Winter Park Town Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits or certificates of occupancy. The decision to draw on the Performance Guarantee shall be within the sole discretion of the Town.

11. Indemnification. District hereby agrees to indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of District, or of any other person or entity for whose act or omission District is liable, with respect to construction of the Public Improvements; and District shall pay any and all judgments rendered against the Town as the result of any suit, action or claim within the scope of the indemnification provision contained in the prior clause, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

12. Breach.

a. If District breaches this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The remedies include, but are not limited to:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- iii. A demand that the security given for the completion of the public improvements be paid or honored; and
- iv. Any other remedy available at law or in equity.

b. Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide District thirty (30) days' written notice of its intent to take any action under this Section, during which District may cure the breach and prevent further action by the Town.

c. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Public Improvement work negligently or defectively performed.

d. Should this Agreement become the subject of litigation to resolve a claim of breach by District and a court of competent jurisdiction determines that District was in breach of this Agreement, District shall pay the attorney fees, expenses and court costs of the Town.

13. Waiver. In executing this Agreement, District waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on District as set forth herein, and concerning the procedure, substance and form of the resolution adopting this Agreement. District expressly agrees that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Winter Park Town Code and the laws of the State of Colorado.

14. Modification. This Agreement shall not be modified, except by subsequent written agreement of the parties hereto.

15. Integration; Annexation Agreement. This Agreement and any attached exhibits constitute the entire agreement between District and the Town.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

17. Severability. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

18. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Grand County, Colorado.

19. Assignment. There shall be no transfer or assignment of any of the rights or obligations of District under this Agreement without the prior written approval of the Town, which may be withheld in the Town's sole discretion; except that this Agreement and District's rights hereunder may be assigned by District in whole, but not in part, to a company wholly owned by District. In the event of an assignment as permitted herein, the assignee shall assume full responsibility for fulfilling the remaining obligations of District under this Agreement, and shall execute an acknowledgement of this responsibility in the Town's favor. Failure of the assignee to execute such an acknowledgement shall result in District being jointly and severally liable with the assignee for the remaining obligations under this Agreement.

20. Recordation. This Agreement shall be recorded in the real estate records of Grand County and shall be a covenant running with the Property.

21. Title and Authority. District expressly warrants and represents to the Town that, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Agreement. District and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

22. Third Parties. There are no intended third-party beneficiaries to this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.


TOWN OF WINTER PARK

Nick Kutumbos, Mayor

ATTEST:

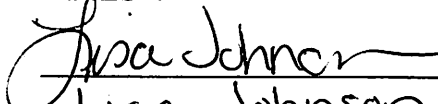
Danielle Jardee, Town Clerk

DISTRICT



Print Name Blake Johnson
Title President

ATTEST:



Lisa Johnson

EXHIBIT A

LEGAL DESCRIPTION

**Tract A and Lot 1
BEAVERS LODGE COMMUNITY AMENITY
A REPLAT OF TRACT A, TRACT B AND OUTLOT A, ROAM FILING NO. 3,
RECORDED AT RECEPTION NUMBER 2023003456
PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH,
RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO**

EXHIBIT B
DEVELOPMENT PLAN

To be added prior to recording

EXHIBIT C
PUBLIC IMPROVEMENTS

BEAVERS LODGE COMMUNITY CENTER



Engineer's Opinion of Estimated Cost

11/8/2023

			Total	
Item Description	Unit	Unit Cost	Quantity	Cost
Project Information				Paving Width
Approximate Limits of Disturbance	AC		2.7	61'
Private access Road / Parking	LF		975	
Total Commercial	SF		12,190	
Earthwork				
Cut to Fill Onsite	CY	\$ 6.00	2,402	\$ 14,412.00
Clear and Grub	AC	\$ 2,000.00	2.7	\$ 5,400.00
Topsoil Removal/Replace	CY	\$ 20.00	2,017	\$ 40,333.40
Retaining Wall over 4' in height	SFF	\$ 30.00	5,147	\$ 154,410.00
Total Earthwork				\$ 214,555.40
Asphalt Paving				
Subgrade Prep (Private Access Road)	SY	\$ 2.00	3,905	\$ 7,810.00
Asphalt Pavement (4" Depth)	TON	\$ 140.00	846	\$ 118,451.67
Class 6 Road Base (9" Depth)	CY	\$ 40.00	976	\$ 39,050.00
Total Asphalt Paving				\$ 165,311.67
Concrete				
Crosspan	sq. ft	\$ 7.00	210	\$ 1,470.00
Curb & Gutter (Type I)	LF	\$ 25.00	961	\$ 24,025.00
Curb Ramp (Mid Block)	EA	\$ 1,800.00	2	\$ 3,600.00
Total Concrete				\$ 29,095.00

BEAVERS LODGE COMMUNITY CENTER



Engineer's Opinion of Estimated Cost

11/8/2023

Item Description	Unit	Unit Cost	Total	
			Quantity	Cost
Sanitary Sewer				
PVC 6" (Service line)	LF	\$ 62.00	178	\$ 11,057.08
Wye PVC (6"x8")	EA	\$ 1,500.00	1	\$ 1,500.00
Cleanout 6"	EA	\$ 650.00	8	\$ 5,200.00
Subtotal Sanitary Sewer				\$ 17,757.08
15% Contingency				\$ -
Total Sanitary Sewer				\$ 12,557.08
Storm Sewer				
FES 18"	EA	\$ 1,200.00	2	\$ 2,400.00
FES 24"	EA	\$ 1,800.00	1	\$ 1,800.00
Inlet Type C	EA	\$ 3,500.00	2	\$ 7,000.00
Inlet Type I3	LF	\$ 3,500.00	2	\$ 7,000.00
Inlet Type I3/I6 Combo Single	LF	\$ 5,000.00	2	\$ 10,000.00
Manhole 4' DIA	EA	\$ 3,500.00	7	\$ 24,500.00
Manhole 5' DIA	EA	\$ 5,000.00	1	\$ 5,000.00
RCP 18"	LF	\$ 72.00	142	\$ 10,224.00
RCP 24"	LF	\$ 70.00	222	\$ 15,526.00
Manhole 4' Flat Top	EA	\$ 3,750.00	2	\$ 7,500.00
Manhole 5' Flat top	EA	\$ 5,250.00	2	\$ 10,500.00
Inlet 12" Nyloplast	EA	\$ 1,375.00	7	\$ 9,625.00
Subtotal Storm Sewer				\$ 111,075.00
15% Contingency				\$ 16,661.25
Total Storm Sewer				\$ 127,736.25
Potable Water				
Connect to Existing Water System	EA	\$ 5,000.00	3	\$ 15,000.00
Gate Valve 6" (Fire Line)	EA	\$ 1,100.00	3	\$ 3,300.00
Hydrant Assembly (Includes all fittings)	EA	\$ 8,500.00	2	\$ 17,000.00
DIP 8" (Includes all fittings)	LF	\$ 85.00	483	\$ 41,076.25
Temporary Blowoff 8"	EA	\$ 2,500.00	2	\$ 5,000.00
Waterline Lowering	EA	\$ 3,000.00	1	\$ 3,000.00
Subtotal Potable Water				\$ 84,376.25
15% Contingency				\$ 12,656.44
Total Potable Water				\$ 97,032.69
Grand Total				\$ 646,288.08



Blass Law, LLC
3900 East Mexico Avenue
Suite 300
Denver, CO 80210
Phone: (303)726-7959
[Click here to pay this invoice.](#)

INVOICE

Date: 05/02/2024

Invoice #: 487

Matter: Marker Hill Construction, Inc. v. Raahauge

File #: 120

Bill To:

Marker Hill Construction, Inc.
1500 Wynkoop Street
Suite 200
Denver, CO 80202

Due Date: 06/01/2024

Payments received after 08/22/2024 are not reflected in this statement.

Professional Services

Date		Details	Hours	Rate	Amount
04/14/2024	DB	A103-Draft/Revise L320-Document Production Begin drafting Initial Disclosures, which included some brief review and organization of the documents sent by Blake Johnson.	3.30	\$350.00	\$1,155.00
04/15/2024	DB	A103-Draft/Revise L320-Document Production Complete drafting Initial Disclosures by supplementing insurance documents (redacting same, reviewing), supplementing parties with knowledge, and drafting damages section.	1.20	\$350.00	\$420.00
04/15/2024	DB	A106-Communicate (with client) L320-Document Production Teleconference with Blake Johnson regarding disclosures, strategy.	0.40	\$350.00	\$140.00
04/15/2024	DB	A110-Manage Data/Files/Documentation L320-Document Production Organize all initial disclosure documents sent by client by combining appropriate documents, organizing the documents into folders, and bates labeling them. [Paralegal performed the work, no charged 1.0 hours of her time].	4.00	\$150.00	\$600.00
04/18/2024	DB	A104-Review/Analyze L320-Document Production Review and analyze Defendants' initial disclosure pleadings and draft email to Defendants' counsel regarding production of documents.	0.40	\$350.00	\$140.00

**RESOLUTION OF
THE BOARD OF DIRECTORS OF
ROAM METROPOLITAN DISTRICT NO. 1**

A RESOLUTION APPROVING THE FOURTH AMENDMENT TO AMENDED AND RESTATED 2020 FUNDING AND REIMBURSEMENT AGREEMENT BETWEEN ROAM METROPOLITAN DISTRICT NO. 1 (THE “DISTRICT”) AND FRASER DEVELOPMENT CO., LLC (“FRASER RIVER”) AND, IN CONNECTION THEREWITH, THE REFUNDING OF THE 202 NOTE AND ISSUANCE OF A NEW SUBORDINATE NOTE TO SECURE DISTRICT REIMBURSEMENT OF OPERATING ADVANCES

WHEREAS, on December 31, 2021, the District and Fraser River entered into an Amended and Restated 2020 Funding and Reimbursement Agreement for the purpose of consolidating all understandings and commitments between the Parties relating to the funding and repayment of the Operation Costs, including any advances to or expenditures made on behalf of the District (the “2020 Agreement,”), as amended by that First Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement dated March 25, 2022 (the “First Amendment”), that Second Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement dated December 1, 2022 (the “Second Amendment”), and that Third Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement dated December 7, 2024 (the “Third Amendment,” together with the 2020 Agreement, the First Amendment, and the Second Amendment, the “Agreement”); and

WHEREAS, unless otherwise defined herein, capitalized terms used herein shall have the meaning given to them in the Agreement; and

WHEREAS, pursuant to Paragraph 1 of the Agreement, Fraser River agreed to advance funds to the District through December 31, 2024 (the “Funding Obligation Term in an amount not to exceed Six Hundred Thousand Dollars (\$600,000) (the “Maximum Principal Amount”), which Maximum Principal Amount constitutes the maximum amount that may be advanced or expended, including all amounts advanced or expended since the Original Effective Date, notwithstanding any payment or prepayment of any portion of the funds advanced or expended pursuant to the terms hereof, unless the Agreement is further amended; and

WHEREAS, in a connection with the Second Amendment and to evidence the District’s reimbursement obligation to Fraser River pursuant to the terms of the Agreement, the District issued a Subordinate Note to Fraser River, dated December 1, 2022 in an amount not to exceed Six Hundred Thousand Dollars (\$600,000) (the “2022 Note”); and

WHEREAS, the District will require additional funds in excess of the Maximum Principal Amount through fiscal year 2025 to pay for costs associated with the District’s Operation Costs; and

WHEREAS, Fraser River is willing to continue to advance funds to the District through fiscal year 2025 and to increase the Maximum Principal Amount to be advanced to the District, subject to the terms of the Agreement and the Fourth Amendment (as defined herein); and

WHEREAS, pursuant to Paragraph 5.A of the Agreement, in the event the Parties amend the Maximum Principal Amount pursuant to an amendment to the Agreement, the District agrees to refund the 2022 Note and issue a new Subordinate Note to Fraser River in an amount not to exceed the amended Maximum Principal Amount, subject to the same terms as provided in the Agreement; and

WHEREAS, pursuant to Paragraph 11 of the Agreement, the Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and Fraser River; and

WHEREAS, the Parties desire to enter into a “Fourth Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement,” as attached hereto as **Exhibit A** and incorporated herein by reference (the “Fourth Amendment”), to increase the Maximum Principal Amount and to extend the Funding Obligation Term of the Agreement; and

WHEREAS, the District desires to refund the 2022 Note and issue a new Subordinate Note to Fraser River, as attached hereto as **Exhibit B** and incorporated herein by reference (the “2025 Note”), in an amount not to exceed the amended Maximum Principal Amount set forth in the Fourth Amendment.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NO. 1 HEREBY RESOLVES AS FOLLOWS:

1. The Board of Directors hereby approves the Fourth Amendment and authorizes the District’s President to execute the same.
2. The Board of Directors hereby authorizes the refunding of the 2022 Note and the issuance of the 2025 Note, and further authorizes the District’s President to execute the same.
3. This Resolution shall take effect on the date and at the time of its adoption.

(Signature Page Follows.)

ADOPTED AND APPROVED THIS 7th DAY OF NOVEMBER, 2024.

ROAM METROPOLITAN DISTRICT NO. 1

By: Blake Johnson, President

Signature Page to Resolution Approving Fourth Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement

EXHIBIT A
(To Resolution)

**FOURTH AMENDMENT TO AMENDED AND RESTATED 2020 FUNDING AND
REIMBURSEMENT AGREEMENT**

FOURTH AMENDMENT TO AMEDNED AND RESTATED 2020 FUNDING AND REIMBURSEMENT AGREEMENT

This FOURTH AMENDMENT TO AMENDED AND RESTATED 2020 FUNDING AND REIMBURSEMENT AGREEMENT (the “Fourth Amendment”) is made and entered into as of this 7th day of November, 2024 (the “Effective Date”), ROAM METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and FRASER RIVER DEVELOPMENT CO LLC, a Colorado limited liability company (“Fraser River”), collectively, the “Parties.”

RECITALS

WHEREAS, to assist in the financing of the Operation Costs, the District and Fraser River previously entered into that certain 2019 Funding and Reimbursement Agreement (“2019 Agreement”) dated December 21, 2019 (the “Original Effective Date”) for the purpose of consolidating all understandings and commitments between such parties relating to the funding and repayment of the Operation Costs, and, thereafter, entered into that certain 2020 Funding and Reimbursement Agreement dated January 1, 2020 (the “2020 Prior Agreement”), as subsequently amended, which refunded the 2019 Prior Agreement and any indebtedness outstanding thereunder; and

WHEREAS, on December 31, 2021, the District and Fraser River entered into an Amended and Restated 2020 Funding and Reimbursement Agreement for the purpose of consolidating all understandings and commitments between the Parties relating to the funding and repayment of the Operation Costs, including any advances to or expenditures made on behalf of the District (the “2020 Agreement”), which 2020 Agreement refunded the 2020 Prior Agreement and any indebtedness outstanding thereunder; and

WHEREAS, the 2020 Agreement was subsequently amended by that First Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement dated March 25, 2022 (the “First Amendment”), that Second Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement dated December 1, 2022 (the “Second Amendment”), and that Third Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement dated December 7, 2024 (the “Third Amendment,” together with the 2020 Agreement, the First Amendment, and the Second Amendment, the “Agreement”); and

WHEREAS, unless otherwise defined herein, capitalized terms used herein shall have the meaning given to them in the Agreement; and

WHEREAS, pursuant to Paragraph 1 of the Agreement, Fraser River agreed to advance funds to the District through December 31, 2024 (the “Funding Obligation Term” in an amount not to exceed Six Hundred Thousand Dollars (\$600,000) (the “Maximum Principal Amount”), which Maximum Principal Amount constitutes the maximum amount that may be advanced or expended, including all amounts advanced or expended since the Original Effective Date, notwithstanding any payment or prepayment of any portion of the funds advanced or expended pursuant to the terms hereof, unless the Agreement is further amended; and

WHEREAS, in a connection with the Second Amendment and to evidence the District's reimbursement obligation to Fraser River pursuant to the terms of the Agreement, the District issued a Subordinate Note to Fraser River, dated December 1, 2022 in an amount not to exceed Six Hundred Thousand Dollars (\$600,000) (the "2022 Note"); and

WHEREAS, the District will require additional funds in excess of the Maximum Principal Amount through fiscal year 2025 to pay for costs associated with the District's Operation Costs; and

WHEREAS, Fraser River is willing to continue to advance funds to the District through fiscal year 2025 and to increase the Maximum Principal Amount to be advanced to the District, subject to the terms of the Agreement and this Fourth Amendment; and

WHEREAS, pursuant to Paragraph 5.A of the Agreement, in the event the Parties amend the Maximum Principal Amount pursuant to an amendment to the Agreement, the District agrees to refund the 2022 Note and issue a new Subordinate Note to Fraser River in an amount not to exceed the amended Maximum Principal Amount, with the same Maturity Date, and subject to the same terms as provided in the Agreement; and

WHEREAS, pursuant to Paragraph 11 of the Agreement, the Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and Fraser River; and

WHEREAS, the Parties have renegotiated and desire to enter into this Fourth Amendment to increase the Maximum Principal Amount and extend the Funding Obligation Term set forth in the Agreement; and

WHEREAS, the District desires to refund the 2022 Note and issue a new Subordinate Note to Fraser River in an amount not to exceed the Maximum Principal Amount set forth in this Fourth Amendment.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the District and Fraser River agrees to amend the Agreement as follows:

1. The Parties hereby amend and restate Paragraph 1 of the Agreement in its entirety as follows:

1. Advance Amount and Term. Fraser River hereby agrees to advance funds or expend funds on behalf of the District in one or more installments, provided that in no event shall the total amount that Fraser River advances to the District or expends on behalf of the District, exceed Seven Hundred Thousand Dollars (\$700,000), (the "Maximum Principal Amount"). The Maximum Principal Amount constitutes the maximum amount that may be advanced or expended hereunder since the Original Effective Date, notwithstanding any payment or prepayment of any portion of the funds advanced or expended pursuant to the terms hereof,

unless this Agreement is further supplemented or amended. Advanced funds shall be available to the District from the Original Effective Date through December 31, 2025, which period shall constitute the “Funding Obligation Term” of this Agreement. The District’s repayment obligation shall survive the Funding Obligation Term until Fraser River is repaid in full, provided that the District’s repayment obligation shall terminate on the date that is forty (40) years from the Original Effective Date (i.e., December 20, 2058), even if any portion of the Maximum Principal Amount remains outstanding.

2. Issuance of Subordinate Note. Pursuant to Paragraph 5.A., the District shall refund the 2022 Note and issue a new Subordinate Note to Fraser River, in similar form as attached hereto as **Exhibit A** (the “2025 Note”), in an amount not to exceed the Maximum Principal Amount set forth in Paragraph 1 of this Fourth Amendment, with the same Maturity Date, and subject to the same issuance and repayment terms as provided in the Agreement and any subsequent amendments, including, without limitation, Paragraph 4 of the Agreement. The 2025 Note issued by the District shall reflect all principal and interest outstanding on the 2022 Note as of the date of the refunding of the 2022 Note.

3. Severability. If any clause or provision of this Fourth Amendment is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Fourth Amendment as a whole, but shall be severed herefrom, leaving the remaining clauses and provisions of the Fourth Amendment intact and enforceable.

4. Entire Agreement. Except as otherwise provided herein, the terms and provisions of the Agreement shall remain valid and in full force and effect. The Agreement, this Fourth Amendment and the 2025 Note issued thereunder constitute and represent the entire, integrated agreement between the District and Fraser River with respect to the matters set forth herein and therein, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral. This Fourth Amendment shall become effective upon the Effective Date.

5. Counterparts. This Fourth Amendment may be executed in one or more counterparts, either electronically or by original signature, each of which shall be deemed an original and together shall constitute one and the same instrument.

Signature pages follow.

IN WITNESS WHEREOF, the District and Fraser River have executed this Fourth Amendment, to be effective as of the Effective Date.

ROAM METROPOLITAN DISTRICT NO. 1

By: Blake Johnson, President

FRASER RIVER DEVELOPMENT CO LLC

By: _____
Its: President _____

EXHIBIT A

(To Fourth Amendment To Amended and Restated 2020 Funding And Reimbursement Agreement)

FORM OF SUBORDINATE NOTE

ROAM METROPOLITAN DISTRICT NO. 1
REVENUE AND LIMITED TAX OBLIGATION
SUBORDINATE PROMISSORY NOTE

PRINCIPAL AMOUNT: Up To Seven Hundred Thousand Dollars (\$700,000)

INTEREST RATE: Two Percent (2%) plus the current Federal Reserve Board Prime Rate, or 6% whatever is greater, not to exceed 8% per annum, simple interest

DATED: November 7, 2024

REGISTERED OWNER: Fraser River Development Co LLC ("Fraser River")

MATURITY DATE: December 20, 2058

Roam Metropolitan District No. 1 (the "District"), a body corporate, politic and a political subdivision organized under the laws of the State of Colorado, for the value received, hereby promises to pay, but solely and only from, and contingent upon receipt of, the sources hereinafter described, the principal sum stated above or such lesser amount as may be shown as advanced hereunder as set forth in Schedule "A" attached hereto, together with interest at the rate stated above, which interest shall accrue on said principal sum from and after the date hereof to the maturity date hereof, in lawful money of the United States of America to the registered owner named above on the maturity date stated above unless this Note shall be prepaid in full, in which case on such payment date.

In any case where the date of maturity for payment of interest and principal on this Note or the date fixed for prepayment hereof shall be a Saturday or Sunday, a legal holiday or a day on which banking institutions in the city or town of payment are authorized by law to close, then payment of interest and principal or prepayment price shall be made on the immediately following business day with the same force and effect as if made on the date of maturity or the date fixed for prepayment. Prior to the Maturity Date, and at such time as the District has available funds, this Note may be prepaid, in whole or in part, at any time without redemption premium or other penalty, but with interest accrued on the principal amount prepaid, up to and including the date of prepayment. Any and all prepayments shall first be applied to accrued unpaid interest, then to the principal amount outstanding on this Note. This Note shall be paid in full, from the sources hereinafter described prior to the payment of any other obligation of the District that may have a claim on such revenues and would otherwise be available for the payment of this Note as further described herein, other than current operation and maintenance expenses and other budgeted general fund expenditures of the District, and as further provided and limited herein.

This Note is executed, issued and delivered to Fraser River pursuant to that certain Amended and Restated 2020 Funding and Reimbursement Agreement entered into by and between the District and Fraser River, dated December 31, 2021, as amended by that First Amendment to Amended and Restated 2020 Funding and Reimbursement agreement, dated

March 25, 2022, that Second Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement dated December 1, 2022, and that Third Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement dated December 7, 2023 (collectively, the “Agreement”), the terms of which are hereby incorporated by reference, to evidence the repayment obligation of the District with respect to certain indebtedness owed to Fraser River. This Note refunds a subordinate promissory note issued by the District to Fraser River on December 1, 2022.

Pursuant to the Agreement, the District is obligated to repay both the principal amount of this Note and any and all interest accrued thereon, from the revenue sources and in the manner specified in the Agreement, contingent upon the receipt of such funds from said revenue sources, subject to any restrictions provided in the Agreement, Service Plan and electoral authorization; and further *provided, that any such repayment shall be subject to the terms and conditions of, and such repayment obligations shall be subordinate to, the Bonds (as such term is defined in the Agreement) and any refundings thereof, and the provisions of any bond resolution, indenture, pledge agreement, loan document and/or any other document related thereto; and further provided that any mill levy certified by the District for the purpose of repaying advances made hereunder shall not be higher than the Service Plan mill levy cap, as it now exists or may be amended from time to time as provided therein.* **In no event shall the District impose a mill levy in excess of 50 mills for the repayment of this Note.**

Failure by the District to repay Fraser River as a result of insufficient funds shall not constitute a default hereunder, nor subject the District to any claims and/or causes of action by Fraser River, including mechanic’s liens, arising out of the District’s nonperformance of its payment obligation. Failure by the District to make a payment of principal or interest due on the Note shall not cause or permit acceleration thereof; rather, the Note shall continue to bear interest at the rate and manner specified herein.

Upon each advance made to, or approved expenditure made on behalf of, the District by Fraser River pursuant to the Agreement, the District shall indicate on Schedule “A” of this Note: (i) the amount of funds advanced to or expended on behalf of the District; (ii) the date of the advance or expenditure; and (iii) the total funds advanced and/or expended to date under the Note. Any payments made on the Note by the District shall also be evidenced on Schedule “A” attached hereto.

Neither the Board of Directors of the District, nor any person executing this Note, shall be personally liable hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Colorado. All issues arising hereunder shall be governed by the laws of Colorado.

THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE DISTRICT AND SHALL BE PAYABLE SOLELY FROM CERTAIN REVENUES SPECIFIED IN THE AGREEMENT. THIS NOTE SHALL NOT CONSTITUTE A DEBT OR OBLIGATION OF THE STATE OF COLORADO OR GRAND COUNTY, COLORADO. FRONT

RANGE SHALL HAVE NO RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF COLORADO OR GRAND COUNTY TO PAY THIS NOTE OR THE INTEREST THEREON, NOR TO ENFORCE PAYMENT OF THE SAME AGAINST THE PROPERTY OF THE STATE OF COLORADO OR GRAND COUNTY, NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE STATE OF COLORADO OR GRAND COUNTY.

BY ITS ACCEPTANCE HEREOF, FRONT RANGE ACKNOWLEDGES THAT THE DISTRICT AND ITS OFFICERS, ATTORNEYS, EMPLOYEES OR AGENTS NEITHER MAKE, NOR HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE PROPER TREATMENT FOR FEDERAL, STATE AND/OR LOCAL INCOME TAX PURPOSES OF THE INTEREST PAYABLE HEREUNDER.

The District waives demand, presentment, and notice of dishonor and protest with respect to any payment due hereunder. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right, including right of offset. If Fraser River enforces this Note upon default, the District shall pay or reimburse Fraser River for reasonable expenses incurred in the collection hereof or in the realization of any security hereof, including reasonable attorney's fees.

Notwithstanding any provision herein, or in any instrument now or hereafter securing the obligation of the District specified herein, the total liability for payments in the nature of interest shall not exceed the limit now imposed by the usury laws of the State of Colorado.

This Note shall not be transferable, negotiable, or otherwise payable to any party other than Fraser River.

If, for any reason, this Note is determined to be invalid or unenforceable (except in the case of fraud by Fraser River in connection therewith), the District shall issue a new promissory note to Fraser River that is legally enforceable. Said new promissory note shall evidence the District's obligation to repay all amounts due hereunder.

It is hereby certified, recited and declared that all conditions, acts and things required to exist or occur by the Constitution or statutes of the State of Colorado, currently exist and either occurred prior to, or in connection with, the issuance of this Note.

By signing in the space provided below, the District hereby acknowledges and agrees that this Note shall be irrevocable for all purposes and shall be binding upon the District, subject to the provisions herein and the provisions of the Agreement. This Note may not be terminated orally, but only by payments in full or by a written discharge signed by the owner and holder of this Note. Notwithstanding the foregoing, Fraser River acknowledges that the District's obligations hereunder shall terminate on the Maturity Date, even if any portion of the principal sum remains unpaid and outstanding.

IN WITNESS WHEREOF, the District has caused this Note to be executed in its name and on its behalf by its President, with an imprint of its seal affixed hereon.

ROAM METROPOLITAN DISTRICT NO. 1

(S E A L)

By: **EXHIBIT FORM – DO NOT SIGN**
President

SCHEDULE A

EXHIBIT B
(To Resolution)

SUBORDINATE NOTE

ROAM METROPOLITAN DISTRICT NO. 1
REVENUE AND LIMITED TAX OBLIGATION
SUBORDINATE PROMISSORY NOTE

PRINCIPAL AMOUNT: Up To Seven Hundred Thousand Dollars (\$700,000)

INTEREST RATE: Two Percent (2%) plus the current Federal Reserve Board Prime Rate, or 6% whatever is greater, not to exceed 8% per annum, simple interest

DATED: November 7, 2024

REGISTERED OWNER: Fraser River Development Co LLC ("Fraser River")

MATURITY DATE: December 20, 2058

Roam Metropolitan District No. 1 (the "District"), a body corporate, politic and a political subdivision organized under the laws of the State of Colorado, for the value received, hereby promises to pay, but solely and only from, and contingent upon receipt of, the sources hereinafter described, the principal sum stated above or such lesser amount as may be shown as advanced hereunder as set forth in Schedule "A" attached hereto, together with interest at the rate stated above, which interest shall accrue on said principal sum from and after the date hereof to the maturity date hereof, in lawful money of the United States of America to the registered owner named above on the maturity date stated above unless this Note shall be prepaid in full, in which case on such payment date.

In any case where the date of maturity for payment of interest and principal on this Note or the date fixed for prepayment hereof shall be a Saturday or Sunday, a legal holiday or a day on which banking institutions in the city or town of payment are authorized by law to close, then payment of interest and principal or prepayment price shall be made on the immediately following business day with the same force and effect as if made on the date of maturity or the date fixed for prepayment. Prior to the Maturity Date, and at such time as the District has available funds, this Note may be prepaid, in whole or in part, at any time without redemption premium or other penalty, but with interest accrued on the principal amount prepaid, up to and including the date of prepayment. Any and all prepayments shall first be applied to accrued unpaid interest, then to the principal amount outstanding on this Note. This Note shall be paid in full, from the sources hereinafter described prior to the payment of any other obligation of the District that may have a claim on such revenues and would otherwise be available for the payment of this Note as further described herein, other than current operation and maintenance expenses and other budgeted general fund expenditures of the District, and as further provided and limited herein.

This Note is executed, issued and delivered to Fraser River pursuant to that certain Amended and Restated 2020 Funding and Reimbursement Agreement entered into by and between the District and Fraser River, dated December 31, 2021, as amended by that First Amendment to Amended and Restated 2020 Funding and Reimbursement agreement, dated

March 25, 2022, that Second Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement dated December 1, 2022, and that Third Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement dated December 7, 2023 (collectively, the “Agreement”), the terms of which are hereby incorporated by reference, to evidence the repayment obligation of the District with respect to certain indebtedness owed to Fraser River. This Note refunds a subordinate promissory note issued by the District to Fraser River on December 1, 2022.

Pursuant to the Agreement, the District is obligated to repay both the principal amount of this Note and any and all interest accrued thereon, from the revenue sources and in the manner specified in the Agreement, contingent upon the receipt of such funds from said revenue sources, subject to any restrictions provided in the Agreement, Service Plan and electoral authorization; and further *provided, that any such repayment shall be subject to the terms and conditions of, and such repayment obligations shall be subordinate to, the Bonds (as such term is defined in the Agreement) and any refundings thereof, and the provisions of any bond resolution, indenture, pledge agreement, loan document and/or any other document related thereto; and further provided that any mill levy certified by the District for the purpose of repaying advances made hereunder shall not be higher than the Service Plan mill levy cap, as it now exists or may be amended from time to time as provided therein.* **In no event shall the District impose a mill levy in excess of 50 mills for the repayment of this Note.**

Failure by the District to repay Fraser River as a result of insufficient funds shall not constitute a default hereunder, nor subject the District to any claims and/or causes of action by Fraser River, including mechanic’s liens, arising out of the District’s nonperformance of its payment obligation. Failure by the District to make a payment of principal or interest due on the Note shall not cause or permit acceleration thereof; rather, the Note shall continue to bear interest at the rate and manner specified herein.

Upon each advance made to, or approved expenditure made on behalf of, the District by Fraser River pursuant to the Agreement, the District shall indicate on Schedule “A” of this Note: (i) the amount of funds advanced to or expended on behalf of the District; (ii) the date of the advance or expenditure; and (iii) the total funds advanced and/or expended to date under the Note. Any payments made on the Note by the District shall also be evidenced on Schedule “A” attached hereto.

Neither the Board of Directors of the District, nor any person executing this Note, shall be personally liable hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Colorado. All issues arising hereunder shall be governed by the laws of Colorado.

THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE DISTRICT AND SHALL BE PAYABLE SOLELY FROM CERTAIN REVENUES SPECIFIED IN THE AGREEMENT. THIS NOTE SHALL NOT CONSTITUTE A DEBT OR OBLIGATION OF THE STATE OF COLORADO OR GRAND COUNTY, COLORADO. FRONT

RANGE SHALL HAVE NO RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF COLORADO OR GRAND COUNTY TO PAY THIS NOTE OR THE INTEREST THEREON, NOR TO ENFORCE PAYMENT OF THE SAME AGAINST THE PROPERTY OF THE STATE OF COLORADO OR GRAND COUNTY, NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE STATE OF COLORADO OR GRAND COUNTY.

BY ITS ACCEPTANCE HEREOF, FRONT RANGE ACKNOWLEDGES THAT THE DISTRICT AND ITS OFFICERS, ATTORNEYS, EMPLOYEES OR AGENTS NEITHER MAKE, NOR HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE PROPER TREATMENT FOR FEDERAL, STATE AND/OR LOCAL INCOME TAX PURPOSES OF THE INTEREST PAYABLE HEREUNDER.

The District waives demand, presentment, and notice of dishonor and protest with respect to any payment due hereunder. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right, including right of offset. If Fraser River enforces this Note upon default, the District shall pay or reimburse Fraser River for reasonable expenses incurred in the collection hereof or in the realization of any security hereof, including reasonable attorney's fees.

Notwithstanding any provision herein, or in any instrument now or hereafter securing the obligation of the District specified herein, the total liability for payments in the nature of interest shall not exceed the limit now imposed by the usury laws of the State of Colorado.

This Note shall not be transferable, negotiable, or otherwise payable to any party other than Fraser River.

If, for any reason, this Note is determined to be invalid or unenforceable (except in the case of fraud by Fraser River in connection therewith), the District shall issue a new promissory note to Fraser River that is legally enforceable. Said new promissory note shall evidence the District's obligation to repay all amounts due hereunder.

It is hereby certified, recited and declared that all conditions, acts and things required to exist or occur by the Constitution or statutes of the State of Colorado, currently exist and either occurred prior to, or in connection with, the issuance of this Note.

By signing in the space provided below, the District hereby acknowledges and agrees that this Note shall be irrevocable for all purposes and shall be binding upon the District, subject to the provisions herein and the provisions of the Agreement. This Note may not be terminated orally, but only by payments in full or by a written discharge signed by the owner and holder of this Note. Notwithstanding the foregoing, Fraser River acknowledges that the District's obligations hereunder shall terminate on the Maturity Date, even if any portion of the principal sum remains unpaid and outstanding.

IN WITNESS WHEREOF, the District has caused this Note to be executed in its name and on its behalf by its President, with an imprint of its seal affixed hereon.

ROAM METROPOLITAN DISTRICT NO. 1

(S E A L)

By: _____
President

SCHEDULE A

**DEVELOPER FUNDING AGREEMENT
CABINS PHASE 2**

THIS DEVELOPER FUNDING AGREEMENT CABINS PHASE 2 (“Agreement”) is made and entered into as of this ____ day of _____, 2024, by and among ROAM METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and FRASER RIVER DEVELOPMENT CO LLC, a Colorado limited liability company (the “Developer”). The District and Developer are each a “Party” and are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District has entered into that Contract, Roam Metropolitan District No. 1, Filing 3 Phase 2 Cabins, dated July 26, 2023 (the “Construction Contract”) for the construction and installation of improvements for the Roam Cabins, Phase 2 (the “Project”) with Mountain States Snowcats (the “Contractor”);

WHEREAS, the Construction Contract will aid the District and Developer’s construction and installation of certain infrastructure and improvements within the Town of Winter Park, Colorado (“Town”) for the benefit of its residents, taxpayers, and the public, which improvements are identified in the Development Improvements Agreement (“Development Agreement”) between the Town and District, dated January 18, 2023, approved by Resolution No. 2054, Series of 2023 (the “Improvements”);

WHEREAS, the Parties desire to enter into this Agreement to facilitate the proper and timely construction and installation of those Improvements for the public benefit;

WHEREAS, in order to achieve economies of scale and in light of the integrated nature of the Improvements, the District will administer the Construction Contract for the Project, and the Developer will fund any portions of the Project the District’s independent engineer certifies as a Developer cost obligation (the “Developer Work”) to ensure the District funds only the costs of eligible public improvements.

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

COVENANTS AND AGREEMENTS

1. Developer Funding. The parties acknowledge that the Construction Contract comprises a total of \$606,674.82 that are Developer cost obligations related to Developer Work, as evidenced by the District independent engineer’s certification of “Private Amount” expenses in **Exhibit A** attached hereto and incorporated herein (“Developer Contract Costs”). The Developer has made payment in the amount of \$290,373.30 to the Contractor directly for Developer Contract Costs incurred to date. Upon execution of this Agreement, the Developer agrees to pay the District in immediately available funds the remaining amount of the Developer Contract Costs, in the

amount of \$316,301.52 (the “Initial Developer Funds”). The District’s accountant shall deposit the full amount of the Initial Developer Funds into a segregated District account and hold the same for use exclusively for payment of Developer Contract Costs, as well as any costs reflected in an Approved Application for Payment (defined below) that the District’s independent engineer deems ineligible for District payment (the “Developer Cost Obligations”).

2. Change Orders. In the event any there are any change orders to the Construction Contract that increase the Contract price due to Developer Cost Obligations, the District will submit copies of any such change orders to the Developer for review and approval of the adjusted Developer Cost Obligations. Prior to the execution of the change order, the Developer shall pay the District, in immediately available funds, one hundred percent (100%) of the amount of any such Developer Cost Obligations reflected in the change order (“Additional Developer Funds,” and together with the Initial Developer Funds, the “Developer Funds”).

3. Timing and Release of Payment. Upon receipt of a Construction Contract application for payment signed by both the District’s engineer recommending payment to the Contractor of Construction Contract costs (the “Approved Application for Payment”), the District shall be entitled to use a portion of the Developer Funds to fund any Developer Cost Obligations recommended for payment therein.

4. Project Close Out and Return of Funds. If the total amount of the Developer Cost Obligations incurred during the Construction Contract is less than the amounts the Developer has paid to the District pursuant to this Agreement, the District will return any outstanding Developer Funds on deposit with the District to the Developer, without interest, within sixty (60) days of the District’s payment of the final Construction Contract pay application to the Contractor. Upon final acceptance of the Improvements, the District shall have no legal interest in the Improvements funded with Developer Funds pursuant to this Agreement. The District is administering the Contraction Contract as a convenience and cost savings for both parties, and therefore, upon completion of all Improvements, the public Improvements funded by the District shall be the property of the District (and may be dedicated to the Town or another appropriate public entity), and the private Improvements funded by Developer shall be the property of the Developer. The District will provide copies of any as-built drawings for Improvements not eligible for District funding to the Developer showing the dimensions and locations of those private Improvements as applicable.

5. District Accounting. The District’s accountant shall maintain an accounting of the current balance of the Developer Funds deposited to the District, including credits thereto and debits made therefrom in accordance with this Agreement. During the term of the Construction Contract, the Developer may require an inspection of the accounting of such funds from the District, including invoices and supporting documentation therefor.

6. Termination. This Agreement shall terminate upon the expiration of the Temporary Construction Easement Agreement for the Project granted to the District on June 8, 2023 and recorded in the records of Grand County Clerk and Recorder’s at Reception No. 2023003268.

7. Indemnification. The Developer shall indemnify, defend, and hold the District, and each of its directors, employees, and agents, from and against any and all claims, demands, suits, actions, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by or with respect to third parties ("any claims"), to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the Developer Work. Provided, however, that the Developer shall not be liable for any claim, loss, damage, injury or liability arising out of negligence of the District, its directors, employees, and agents.

Additionally, the Developer, for itself and its successors (including any successive owner of the underlying property), administrators, insurers, sureties, attorneys, assigns, agents, and consultants, hereby irrevocably releases, waives, and forever discharges the District, and its officers, directors, managers, employees, constituents, sureties, agents, consultants, subcontractors, attorneys, successors, and assigns, for, from, and against any and all causes of action, rights of action, suits, judgments, direct or consequential damages, costs, attorney's fees, compensation, expenses, claims, counterclaims, cross-claims, or demands of any kind or nature whatsoever, whether in law or in equity, in tort, in contract or pursuant to statute, or on the basis of any theory of recovery, whether known or unknown, suspected or unsuspected, that relate to or arise as a result of or in connection with the Developer Work.

8. Warranty Cooperation. To the extent the Developer Work requires any warranty from the Contractor under the Construction Contract, the Developer agrees to assist and coordinate any such work with the Contractor.

9. Notice. All notices, demands, requests, or other communications to be sent by a Party to the others hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Roam Metropolitan District No. 1
 Icenogle Seaver Pogue, P.C.
 4725 S. Monaco Street, Suite 360
 Denver, CO 80237
 Attn: Alan D. Pogue

To the Developer: Fraser River Development Co LLC
 1500 Wynkoop Street, Suite 200
 Denver, CO 80202
 Attn: Bob Fanch

With a copy to: Spencer Fane, LLC
 1700 Lincoln Street, Suite 2000
 Denver, CO 80203
 Attn: Jim Kurtz-Phelan

All notices, demands, requests, or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service for overnight delivery, or three (3) business days after deposit in the United States mail. By giving the other Parties at least ten (10) days' written notice thereof in accordance with the provisions hereof, each Party shall have the right from time to time to change its address.

10. Miscellaneous.

a. Computation of Time Periods. All time periods referred to in this Agreement shall include all Saturdays, Sundays, and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday, or national holiday, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday, or a national holiday.

b. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

c. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly executed by the Parties.

d. Venue and Controlling Law. Venue for the trial of any action arising out of any dispute hereunder shall be in the district court of the State of Colorado serving Grand County pursuant to the appropriate rules of civil procedure. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

e. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

f. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld, delayed, or conditioned. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual. The rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

g. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the District and Developer have caused this Agreement to be duly executed as of the day first above written.

ROAM METROPOLITAN
DISTRICT NO. 1

By: _____

Its: _____

FRASER RIVER DEVELOPMENT CO
LLC

By: _____
Its: _____

EXHIBIT A

Developer Contract Costs

**Roam Metropolitan District
 Filing 3 - Cabins Phase 2 Infrastructure Improvements
 Public vs. Private Contract Breakout**

Mountain States Snowcats
 PO Box 1134
 Torrington, WY 82240

VOUCHER FORM				
Cost Category	District - Public Amount	Private Amount	Total	Note
Sanitary Sewer	\$579,755.69	\$84,000.00	\$663,755.69	
Water	\$380,182.39	\$86,800.00	\$466,982.39	
Street Improvements	\$958,153.03	\$202,327.30	\$1,160,480.33	
Traffic and Safety	\$0.00	\$0.00	\$0.00	
Parks & Recreation	\$293,011.65	\$134,884.86	\$427,896.51	
Public Transportation	\$0.00	\$0.00	\$0.00	
Television Relay & Translation	\$0.00	\$0.00	\$0.00	
Mosquito Control	\$0.00	\$0.00	\$0.00	
Security Improvements	\$0.00	\$0.00	\$0.00	
Dry Utilities	\$0.00	\$98,662.66	\$98,662.66	
Total	\$2,211,102.77	\$606,674.82	\$2,817,777.59	

**Roam 1-3 Metropolitan District
October-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allegiant Management Llc	Sep-24	10/14/2024	10/14/2024	\$ 145.00	Covenant Control/Comm Mgmt	1710
Aztec Consultants, Inc.	169453	8/21/2024	8/21/2024	\$ 1,800.00	Engineering	3690
CORE Consultants	24070019	7/23/2024	8/22/2024	\$ 1,547.50	Engineering	3690
IDES, LLC	PS-INV103443	8/31/2024	8/31/2024	\$ 12,252.44	Engineering	3690
IDES, LLC	PS-INV103513	9/30/2024	9/30/2024	\$ 8,126.64	Engineering	3690
Icenogle Seaver Pogue	26455	9/30/2024	9/30/2024	\$ 1,369.00	Legal	1675
Peter Van Dusen Project Management + Design	ROAM-BVL WO5-001	9/10/2024	9/10/2024	\$ 5,750.00	Engineering	3690
Ranch Creek Waste	44968	9/30/2024	9/30/2024	\$ 3,360.00	Trash Service	1715
Sage Creek Environmental LLC	25239	9/4/2024	10/4/2024	\$ 2,601.61	Engineering	3690
Special District Management Services	D1 09/2024	9/30/2024	9/30/2024	\$ 1,909.70	Accounting	1612
Special District Management Services	D1 09/2024	9/30/2024	9/30/2024	\$ 1,341.00	Management	1680
Special District Management Services	D1 09/2024	9/30/2024	9/30/2024	\$ 11.20	Miscellaneous	1685
Special District Management Services	D2 09/2024	9/30/2024	9/30/2024	\$ 794.30	Accounting	1612
Special District Management Services	D2 09/2024	9/30/2024	9/30/2024	\$ 107.30	Management	1680
Special District Management Services	D3 09/2024	9/30/2024	9/30/2024	\$ 135.20	Accounting	1612
Special District Management Services	D3 09/2024	9/30/2024	9/30/2024	\$ 90.40	Management	1680
				\$ 41,341.29		

**Roam 1-3 Metropolitan District
October-24**

	General	Debt	Capital	Totals
Disbursements	\$ 9,263.10	\$ -	\$ 32,078.19	\$ 41,341.29
				\$ -
Total Disbursements from Checking Acct	\$9,263.10	\$0.00	\$32,078.19	\$41,341.29

ROAM METROPOLITAN DISTRICT NO. 1
Schedule of Cash Position
September 30, 2024

	Operating	Debt Service	Capital Projects	Total
Checking:				
Cash in Bank - FirstBank	\$ 40,229.56	\$ 33,144.74	\$ (31,075.65)	\$ 42,298.65
TOTAL FUNDS:	\$ 40,229.56	\$ 33,144.74	\$ (31,075.65)	\$ 42,298.65

2024 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

September 30, 2024

ROAM METROPOLITAN DISTRICT NO. 1
Combined Balance Sheet - All Fund Types and Account Groups
September 30, 2024

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECTS</u>	<u>LONG-TERM DEBT</u>	<u>TOTAL</u>
Assets					
Cash in Bank - FirstBank	\$ 40,230	\$ 33,145	\$ (31,076)	\$ -	\$ 42,299
Construction Escrow Account	-	-	1,347,072		1,347,072
Total Current Assets	<u>40,230</u>	<u>33,145</u>	<u>1,315,996</u>	<u>-</u>	<u>1,389,371</u>
Other Debits					
Amount in Debt Service Fund	-	-	-	(21,953)	(21,953)
Amount to be Provided for Debt	-	-	-	939,321	939,321
Total Other Debits	<u>-</u>	<u>-</u>	<u>-</u>	<u>917,368</u>	<u>917,368</u>
Total Assets	<u><u>\$ 40,230</u></u>	<u><u>\$ 33,145</u></u>	<u><u>\$ 1,315,996</u></u>	<u><u>\$ 917,368</u></u>	<u><u>\$ 2,306,739</u></u>
Liabilities					
Retainage Payable	\$ -	\$ -	\$ 71,923	\$ -	\$ 71,923
Developer Construction Funds	-	-	2,591	-	2,591
Payable to District No. 2	4,066	55,097	-	-	59,164
Dev Adv - Operations	-	-	-	497,517	497,517
Dev Adv - Ops Accrued Int	-	-	-	64,869	64,869
Dev Adv - Capital	-	-	-	325,090	325,090
Dev Adv - Cap Accrued Int	-	-	-	29,893	29,893
Total Liabilities	<u>4,066</u>	<u>55,097</u>	<u>74,514</u>	<u>917,368</u>	<u>1,051,046</u>
Fund Balance					
Fund Balance	36,382	(25,975)	2,530,440	-	2,540,847
Current Year Earnings	(218)	4,022	(1,288,957)	-	(1,285,153)
Total Fund Balances	<u>36,164</u>	<u>(21,953)</u>	<u>1,241,483</u>	<u>-</u>	<u>1,255,694</u>
Total Liabilities and Fund Balance	<u><u>\$ 40,230</u></u>	<u><u>\$ 33,145</u></u>	<u><u>\$ 1,315,996</u></u>	<u><u>\$ 917,368</u></u>	<u><u>\$ 2,306,739</u></u>

ROAM METROPOLITAN DISTRICT NO. 1
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 9 Months Ending
September 30, 2024
General Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues					
Developer Advance	\$ 32,370	\$ 91,042	\$ 160,000	\$ (68,958)	56.9%
O&M Fees	9,205	17,965	30,000	(12,035)	59.9%
Property Tax Revenue	-	2,126	2,053	73	103.6%
Specific Ownership Taxes	26	62	123	(61)	50.4%
Total Revenues	<u>41,601</u>	<u>111,195</u>	<u>192,176</u>	<u>(80,981)</u>	<u>57.9%</u>
Expenditures					
Accounting	4,867	18,280	12,600	(5,680)	145.1%
Management	4,239	15,451	14,805	(646)	104.4%
Insurance/SDA Dues	-	8,380	6,026	(2,354)	139.1%
Legal	17,987	37,268	42,000	4,732	88.7%
Miscellaneous	302	1,840	1,000	(840)	184.0%
Treasurer's Fees	-	104	103	(1)	100.8%
Covenant Control/Comm Mgmt	390	2,000	5,000	3,000	40.0%
Trash Service	9,671	28,635	30,000	1,365	95.4%
Road Maintenance	-	-	25,000	25,000	0.0%
Landscape Maintenance	-	-	50,000	50,000	0.0%
River Maintenance	-	-	10,000	10,000	0.0%
Contingency	-	-	20,000	20,000	0.0%
Emergency Reserve	-	-	965	965	0.0%
	<u>37,456</u>	<u>111,958</u>	<u>217,499</u>	<u>105,541</u>	<u>51.5%</u>
Excess (Deficiency) of Revenues Over Expenditures	4,145	(763)	(25,323)	24,560	
Other Financing Sources (Uses)					
Transfer from District No. 2	-	-	28,197	(28,197)	
Transfer from District No. 3	7	544	542	2	
Total Other Financing Sources (Uses)	<u>7</u>	<u>544</u>	<u>28,739</u>	<u>(28,195)</u>	
Change in Fund Balance	4,152	(218)	3,416	(3,634)	
Beginning Fund Balance	32,012	36,382	3,664	32,718	
Ending Fund Balance	<u>\$ 36,164</u>	<u>\$ 36,164</u>	<u>\$ 7,080</u>	<u>\$ 29,084</u>	

ROAM METROPOLITAN DISTRICT NO. 1
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Debt Service Fund
For the 9 Months Ending,
September 30, 2024

Account Description	Period Actual	YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues					
Property Tax Revenue	\$ -	\$ 4,106	\$ 4,106	\$ 0	100.0%
Specific Ownership Tax	51	124	246	(122)	50.4%
Total Revenues	<u>51</u>	<u>4,230</u>	<u>4,352</u>	<u>(122)</u>	<u>97.2%</u>
Expenditures					
Treasurer's Fees	-	208	205	(3)	101.3%
Total Expenditures	<u>-</u>	<u>208</u>	<u>205</u>	<u>(3)</u>	<u>101.3%</u>
Excess (Deficiency) of Revenues Over Expenditures	51	4,022	4,147	(125)	
Transfers and Other Sources (Uses)					
Transfer to District No. 2	-	-	(4,147)	4,147	
Total Transfers and Other Sources (Uses)	<u>-</u>	<u>-</u>	<u>(4,147)</u>	<u>4,147</u>	
Change in Fund Balance	51	4,022	-	4,022	
Beginning Fund Balance	(22,004)	(25,975)	-	(25,975)	
Ending Fund Balance	<u>\$ (21,953)</u>	<u>\$ (21,953)</u>	<u>\$ -</u>	<u>\$ (21,953)</u>	

ROAM METROPOLITAN DISTRICT NO. 1
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Capital Projects Fund
For the 9 Months Ending
September 30, 2024

<u>Account Description</u>	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues					
Developer Advance	\$ -	\$ 74,853	\$ -	\$ 74,853	-
Total Revenues	<u>-</u>	<u>74,853</u>	<u>-</u>	<u>74,853</u>	<u>-</u>
Expenditures					
Engineering	108,100	346,246	150,000	(196,246)	230.8%
Neighborhood Park	-	-	750,000	750,000	0.0%
Landscaping	-	-	100,000	100,000	0.0%
Pond Work	-	-	600,000	600,000	0.0%
Road Work & Utilities	883,624	1,288,866	2,258,246	969,380	57.1%
Pedestrian Paths	-	-	300,000	300,000	0.0%
In-Town Condos Infrastructure	-	-	100,000	100,000	0.0%
Monument Sign	-	-	100,000	100,000	0.0%
Beavers Village Abate & Demo	-	-	885,000	885,000	0.0%
Clubhouse	-	-	5,000,000	5,000,000	0.0%
Total Expenditures	<u>991,724</u>	<u>1,635,113</u>	<u>10,243,246</u>	<u>8,608,133</u>	<u>16.0%</u>
Excess (Deficiency) of Revenues Over Expenditures	(991,724)	(1,560,260)	(10,243,246)	8,682,986	
Other Financing Sources (Uses)					
Transfer from District No. 2	115,100	9,235,391	16,500,000	(7,264,609)	
Developer Advance Reimb	-	(8,964,088)	(8,641,413)	(322,675)	
Total Other Financing Sources (Uses)	<u>115,100</u>	<u>271,303</u>	<u>7,858,587</u>	<u>(7,587,284)</u>	
Change in Fund Balance	(876,624)	(1,288,957)	(2,384,659)	1,095,702	
Beginning Fund Balance	2,118,106	2,530,440	2,418,638	111,802	
Ending Fund Balance	<u>\$ 1,241,483</u>	<u>\$ 1,241,483</u>	<u>\$ 33,979</u>	<u>\$ 1,207,504</u>	

ROAM METROPOLITAN DISTRICT NO. 2
Schedule of Cash Position
September 30, 2024

	Operating	Debt Service	Total
Investments:			
Colotrust	\$ 143,331.22	\$ 178,654.67	\$ 321,985.89
Trustee:			
UMB Interest Fund	-	375,222.11	375,222.11
UMB Mandatory Redemption Fund	-	367.87	367.87
UMB Unrestricted Project Fund	-	11,024,381.00	11,024,381.00
UMB Restricted Project Fund	-	1,094.51	1,094.51
TOTAL FUNDS:	\$ 143,331.22	\$ 11,579,720.16	\$ 11,723,051.38

2024 Mill Levy Information

General Fund	15.000
Debt Service Fund	<u>57.266</u>
Total Certified Mill Levy	<u>72.266</u>

Board of Directors

Blake Johnson
 * Jolene Larson
 Robert Cyman
 Robert Klane
 Brian Ripley

* authorized signer on the checking account

ROAM METROPOLITAN DISTRICT NO. 2

FINANCIAL STATEMENTS

September 30, 2024

ROAM METROPOLITAN DISTRICT NO. 2
Combined Balance Sheet - All Fund Types and Account Groups
September 30, 2024

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECTS</u>	<u>LONG-TERM DEBT</u>	<u>TOTAL</u>
Assets					
Colostrust	\$ 143,331	\$ 178,655	\$ -	\$ -	\$ 321,986
UMB Unrestricted Project Fund	-	-	11,024,381	-	11,024,381
UMB Restricted Project Fund	-	-	1,095	-	1,095
UMB Interest Fund	-	375,222	-	-	375,222
Mandatory Redemption Fund	-	368	-	-	368
Property Taxes Receivable	5,857	23,581	-	-	29,438
Due from District No. 1	4,066	55,097	-	-	59,163
Total Current Assets	<u>153,254</u>	<u>632,923</u>	<u>11,025,476</u>	<u>-</u>	<u>11,811,652</u>
Other Debits					
Amount to be Provided for Debt	-	-	-	21,875,000	21,875,000
Total Other Debits	<u>-</u>	<u>-</u>	<u>-</u>	<u>21,875,000</u>	<u>21,875,000</u>
Total Assets	<u>\$ 153,254</u>	<u>\$ 632,923</u>	<u>\$ 11,025,476</u>	<u>\$ 21,875,000</u>	<u>\$ 33,686,652</u>
Liabilities					
Accrued Interest Payable	\$ -	\$ 2,414,265	\$ -	\$ -	\$ 2,414,265
2021 Bonds Payable	-	-	-	21,875,000	21,875,000
Total Liabilities	<u>-</u>	<u>2,414,265</u>	<u>-</u>	<u>21,875,000</u>	<u>24,289,265</u>
Deferred Inflows of Resources					
Deferred Property Taxes	5,857	23,581	-	-	29,438
Total Deferred Inflows of Resources	<u>5,857</u>	<u>23,581</u>	<u>-</u>	<u>-</u>	<u>29,438</u>
Fund Balance					
Fund Balance	16,404	(2,379,997)	19,748,519	-	17,384,926
Current Year Earnings	130,993	575,074	(8,723,043)	-	(8,016,976)
Total Fund Balances	<u>147,397</u>	<u>(1,804,923)</u>	<u>11,025,476</u>	<u>-</u>	<u>9,367,950</u>
Total Liabilities and Fund Balance	<u>\$ 153,254</u>	<u>\$ 632,923</u>	<u>\$ 11,025,476</u>	<u>\$ 21,875,000</u>	<u>\$ 33,686,652</u>

ROAM METROPOLITAN DISTRICT NO. 2
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 9 Months Ending
September 30, 2024
General Fund

	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues				
Property Tax Revenue	\$ 148,479	\$ 142,730	\$ 5,749	104.0%
Specific Ownership Taxes	4,790	8,564	(3,774)	55.9%
Interest Income	3,330	-	3,330	-
Total Revenues	<u>156,600</u>	<u>151,294</u>	<u>5,306</u>	<u>103.5%</u>
Expenditures				
Audit	5,750	6,200	450	92.7%
Accounting	8,302	5,000	(3,302)	166.0%
Management	2,751	1,500	(1,251)	183.4%
Insurance/SDA Dues	259	3,000	2,741	8.6%
Miscellaneous	1,300	100	(1,200)	1300.0%
Treasurer's Fees	7,245	7,137	(108)	101.5%
	<u>25,606</u>	<u>22,937</u>	<u>(2,669)</u>	<u>111.6%</u>
Excess (Deficiency) of Revenues Over Expenditures	130,993	128,357	2,636	
Other Financing Sources (Uses)				
Emergency Reserve	-	(4,539)	4,539	
Transfer to District No. 1	-	(28,197)	28,197	
Total Other Financing Sources (Uses)	<u>-</u>	<u>(32,736)</u>	<u>32,736</u>	
Beginning Fund Balance	16,404	2,224	14,180	
Ending Fund Balance	<u>\$ 147,397</u>	<u>\$ 97,845</u>	<u>\$ 49,552</u>	

ROAM METROPOLITAN DISTRICT NO. 2
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Debt Service Fund
For the 9 Months Ending,
September 30, 2024

<u>Account Description</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
Revenues				
Property Tax Revenue	572,514	\$ 574,650	\$ (2,136)	99.6%
Specific Ownership Tax	23,378	34,479	(11,101)	67.8%
Interest Income	12,575	-	12,575	-
Total Revenues	<u>608,467</u>	<u>609,129</u>	<u>(662)</u>	<u>99.9%</u>
Expenditures				
Bond Interest	-	617,358	617,358	0.0%
Paying Agent Fees	4,289	-	(4,289)	-
Treasurer's Fees	29,105	28,733	(372)	101.3%
Total Expenditures	<u>33,394</u>	<u>646,091</u>	<u>612,697</u>	<u>5.2%</u>
Excess (Deficiency) of Revenues Over Expenditures	575,074	(36,962)	612,036	
Transfers and Other Sources (Uses)				
Transfer from District No. 1	-	3,644	(3,644)	
Total Transfers and Other Sources (Uses)	<u>-</u>	<u>3,644</u>	<u>(3,644)</u>	
Change in Fund Balance	575,074	(33,318)	608,392	
Beginning Fund Balance	(2,379,997)	33,318	(2,413,315)	
Ending Fund Balance	<u>\$ (1,804,923)</u>	<u>\$ -</u>	<u>\$ (1,804,923)</u>	

ROAM METROPOLITAN DISTRICT NO. 2
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Capital Projects Fund
For the 9 Months Ending
September 30, 2024

Account Description	YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues				
Interest Income	\$ 538,647	\$ 600,000	\$ (61,353)	89.8%
Total Revenues	<u>538,647</u>	<u>600,000</u>	<u>(61,353)</u>	<u>89.8%</u>
Expenditures				
Cash Management Fees	26,298	350,003	323,705	7.5%
Total Expenditures	<u>26,298</u>	<u>350,003</u>	<u>323,705</u>	<u>7.5%</u>
Excess (Deficiency) of Revenues Over Expenditures	512,348	249,997	262,351	
Transfers and Other Sources (Uses)				
Transfer to District No. 1	(9,235,391)	(16,500,000)	(7,264,609)	
Total Transfers and Other Sources (Uses)	<u>(9,235,391)</u>	<u>(16,500,000)</u>	<u>(7,264,609)</u>	
Change in Fund Balance	(8,723,043)	(16,250,003)	(7,002,258)	
Beginning Fund Balance	19,748,519	19,732,361	16,158	
Ending Fund Balance	<u>\$ 11,025,476</u>	<u>\$ 3,482,358</u>	<u>\$ 278,509</u>	

CERTIFICATION OF VALUATION BY Grand County COUNTY ASSESSOR

New Tax Entity? [] YES [X] NO

Date 08/14/2024

NAME OF TAX ENTITY: ROAM METRO DIST 1

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2024 :

Table with 11 rows listing valuation items: 1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION: \$205,310; 2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: \$227,100; 3. LESS TOTAL TIF AREA INCREMENTS, IF ANY: \$0; 4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION: \$227,100; 5. NEW CONSTRUCTION: \$0; 6. INCREASED PRODUCTION OF PRODUCING MINE: \$0; 7. ANNEXATIONS/INCLUSIONS: \$0; 8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: \$0; 9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): \$0; 10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.): \$0.00; 11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.): \$0.00

- ‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution
* New Construction is defined as: Taxable real property structures and the personal property connected with the structure.
~ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.
Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE Grand County ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2024 :

Table with 7 rows listing actual valuation items: 1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: \$568,080; ADDITIONS TO TAXABLE REAL PROPERTY: 2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: \$0; 3. ANNEXATIONS/INCLUSIONS: \$0; 4. INCREASED MINING PRODUCTION: \$0; 5. PREVIOUSLY EXEMPT PROPERTY: \$0; 6. OIL OR GAS PRODUCTION FROM A NEW WELL: \$0; 7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: \$0

DELETIONS FROM TAXABLE REAL PROPERTY

Table with 3 rows listing deletions: 8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: \$0; 9. DISCONNECTIONS/EXCLUSIONS: \$0; 10. PREVIOUSLY TAXABLE PROPERTY: \$0

- ¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.
* Construction is defined as newly constructed taxable real property structures.
§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS: TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$813,960

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$0
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

ROAM METROPOLITAN DISTRICT NO 1
Assessed Value, Property Tax and Mill Levy Information

2023 Actual	2024 Adopted Budget	2025 Preliminary Budget
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Assessed Valuation	\$	77,420	\$	205,310	\$	227,100
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Mill Levy

General Fund		10.000		10.000		10.000
Debt Service Fund		20.000		20.000		20.000
Refunds and Abatements		-		-		-
		-		-		-

Total Mill Levy		<u>30.000</u>		<u>30.000</u>		<u>30.000</u>
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Property Taxes

General Fund	\$	774	\$	2,053	\$	2,271
Debt Service Fund		1,548		4,106		4,542
Refunds and Abatements		-		-		-
		-		-		-

Actual/Budgeted Property T	\$	<u>2,322</u>	\$	<u>6,159</u>	\$	<u>6,813</u>
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ROAM METROPOLITAN DISTRICT NO 1

**GENERAL FUND
2025 Preliminary Budget
with 2023 Actual, 2024 Adopted Budget and 2024 Estimated**

	2023 Actual	01/24-08/24 YTD Actual	2024 Adopted Budget	2024 Estimated	2025 Preliminary
BEGINNING FUND BALANCE	\$ 10,075	\$ 36,382	\$ 3,664	\$ 36,382	\$ 66,719
REVENUE					
Property Tax Revenue	774	2,126	2,053	2,126	2,271
Specific Ownership Taxes	47	53	123	123	136
O&M Fees	18,450	17,350	30,000	38,000	40,000
Total Revenue	<u>19,271</u>	<u>19,529</u>	<u>32,176</u>	<u>40,249</u>	<u>42,407</u>
Total Funds Available	<u>29,347</u>	<u>55,911</u>	<u>35,840</u>	<u>76,631</u>	<u>109,126</u>
EXPENDITURES					
Accounting	15,579	17,215	12,600	22,000	22,000
Management	13,655	14,020	14,805	16,000	16,000
Election	208	-	-	-	1,000
Insurance/SDA Dues	5,810	8,381	6,026	8,381	9,000
Legal	46,216	31,731	42,000	42,000	42,000
Miscellaneous	2,152	1,819	1,000	2,000	1,000
Treasurer's Fees	39	104	103	104	114
Trash Service	23,754	25,317	30,000	38,000	40,000
Covenant Control/Comm Mgmt	2,452	1,855	5,000	2,000	5,000
Road Maintenance	-	-	25,000	-	25,000
Landscape Maintenance	-	-	50,000	-	50,000
River Maintenance	-	-	10,000	-	10,000
Contingency	-	-	20,000	-	20,000
Total Expenditures	<u>109,865</u>	<u>100,441</u>	<u>216,534</u>	<u>130,485</u>	<u>241,114</u>
Transfers and Other Sources (Uses)					
Emergency Reserve	-	-	(965)	-	(1,272)
Developer Advance	116,751	78,520	160,000	120,000	140,000
Transfer from District No. 2	-	-	28,197	-	-
Transfer from District No. 3	149	542	542	573	562
Total Expenditures Requiring Appropriation	<u>109,865</u>	<u>100,441</u>	<u>217,499</u>	<u>130,485</u>	<u>242,386</u>
ENDING FUND BALANCE	\$ <u>36,382</u>	\$ <u>34,532</u>	\$ <u>7,080</u>	\$ <u>66,719</u>	\$ <u>7,302</u>

ROAM METROPOLITAN DISTRICT NO 1

**DEBT SERVICE FUND
2025 Preliminary Budget
with 2023 Actual, 2024 Adopted Budget, and 2024 Estimated**

	2023 Actual	01/24-08/24 YTD Actual	2024 Adopted Budget	2024 Estimated	2025 Preliminary Budget
BEGINNING FUND BALANCE	\$ (20,665)	\$ (25,975)	\$ 12,370	\$ (25,975)	\$ (25,978)
REVENUE					
Property Tax Revenue	1,548	4,106	4,106	4,106	4,542
Specific Ownership Tax	95	106	246	246	273
Total Revenue	1,643	4,212	4,352	4,352	4,815
Total Funds Available	(19,022)	(21,763)	16,722	(21,623)	(21,163)
EXPENDITURES					
Treasurer's Fees	77	208	205	208	227
Total Expenditures	77	208	205	208	227
Transfers and Other Sources (Uses)					
Transfer to District No. 2	-	-	(4,147)	(4,147)	(4,587)
Total Expenditures Requiring Appropriation	77	208	4,352	4,355	4,815
ENDING FUND BALANCE	\$ (19,099)	\$ (21,971)	\$ 12,370	\$ (25,978)	\$ (25,978)

ROAM METROPOLITAN DISTRICT NO 1

**CAPITAL PROJECTS FUND
2025 Preliminary Budget
with 2023 Actual, 2024 Adopted Budget, and 2024 Estimated**

	2023 Actual	01/24-08/24 YTD Actual	2024 Adopted Budget	2024 Estimated	2025 Preliminary Budget
BEGINNING FUND BALANCE	\$ (20,954)	\$ 2,530,440	\$ 2,418,638	\$ 2,530,440	\$ 2,029,744
REVENUE	-	-	-	-	-
Total Revenue	-	-	-	-	-
Total Funds Available	(20,954)	2,530,440	2,418,638	2,530,440	2,029,744
EXPENDITURES					
Engineering	147,656	297,526	150,000	350,000	150,000
Neighborhood Park	-	-	750,000	-	750,000
Pedestrian Bridge	-	-	-	-	1,000,000
Landscaping	-	-	100,000	-	519,633
Pond Work	-	-	600,000	-	600,000
Cabins Road Work & Utilities	179,346	328,804	2,258,246	400,000	700,000
Pedestrian Paths	-	-	300,000	-	98,146
Beavers Village Abatement & Demo	-	-	885,000	-	885,000
Clubhouse	-	-	5,000,000	-	7,000,000
In-Town Condos Infrastructure	-	-	100,000	-	100,000
Monument Sign	-	-	100,000	-	100,000
Total Expenditures	327,002	626,330	10,243,246	750,000	11,902,779
Transfers and Other Sources (Uses)					
Transfer from District No. 2	2,739,592	9,138,539	16,500,000	9,138,539	10,000,000
Developer Advance	138,804	74,853	-	74,853	-
Developer Advance Reimb	-	(8,964,088)	(8,641,413)	(8,964,088)	-
Total Expenditures Requiring Appropriation	327,002	626,330	18,884,659	9,714,088	11,902,779
ENDING FUND BALANCE	\$ 2,530,440	\$ 11,117,502	\$ 33,979	\$ 2,029,744	\$ 126,965

RESOLUTION NO. 2024-11-__
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ROAM METROPOLITAN DISTRICT NO. 1
TO ADOPT THE 2025 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors (“Board”) of the Roam Metropolitan District No. 1 (“District”) has appointed the District Accountant to prepare and submit a proposed 2025 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2024, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 7, 2024, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law; and

WHEREAS, the Board of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roam Metropolitan District No. 1:

1. That the budget as submitted, amended, and summarized by fund, attached hereto as **EXHIBIT A** and incorporated herein by reference, is approved and adopted as the budget of the District for the 2025 fiscal year.

2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 7th day of November, 2024.

Secretary

EXHIBIT A
(Budget)

I, Robert Cyman, hereby certify that I am the duly appointed Secretary of the Roam Metropolitan District No. 1, and that the foregoing is a true and correct copy of the budget for the budget year 2025, duly adopted at a meeting of the Board of Directors of the Roam Metropolitan District No. 1 held on November 7, 2024.

By: _____
Secretary

RESOLUTION NO. 2024-11-___
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ROAM METROPOLITAN DISTRICT NO. 1
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Roam Metropolitan District No. 1 (“District”) has adopted the 2025 annual budget in accordance with the Local Government Budget Law on November 7, 2024; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors of the Roam Metropolitan District No. 1 to Adopt the 2025 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Roam Metropolitan District No. 1:

1. That for the purposes of meeting all general fund expenses of the District during the 2025 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2025 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant is hereby authorized and directed to immediately certify to the County Commissioners of Grand County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference) and the District’s adopted budget, recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits, by no later than December 15, 2024 and file the District’s budget with the Division of Local Government by January 30, 2025.

ADOPTED this 7th day of November, 2024.

Secretary

EXHIBIT A
(Certification of Tax Levies)

I, Robert Cyman, hereby certify that I am the duly appointed Secretary of the Roam Metropolitan District No. 1, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2025, duly adopted at a meeting of the Board of Directors of the Roam Metropolitan District No. 1 held on November 7, 2024.

Secretary

CERTIFICATION OF VALUATION BY Grand County COUNTY ASSESSOR

New Tax Entity? [] YES [X] NO

Date 08/14/2024

NAME OF TAX ENTITY: ROAM METRO DIST 2

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2024 :

Table with 11 rows listing valuation items: 1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION: \$9,515,330; 2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: \$11,868,050; 3. LESS TOTAL TIF AREA INCREMENTS, IF ANY: \$0; 4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION: \$11,868,050; 5. NEW CONSTRUCTION: \$1,139,210; 6. INCREASED PRODUCTION OF PRODUCING MINE: \$0; 7. ANNEXATIONS/INCLUSIONS: \$0; 8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: \$0; 9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): \$0; 10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.): \$0.00; 11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.): \$0.00

- ‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution
* New Construction is defined as: Taxable real property structures and the personal property connected with the structure.
~ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.
Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE Grand County ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2024 :

Table with 7 rows listing actual valuation items: 1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: \$142,806,750; ADDITIONS TO TAXABLE REAL PROPERTY: 2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: \$16,996,890; 3. ANNEXATIONS/INCLUSIONS: \$0; 4. INCREASED MINING PRODUCTION: \$0; 5. PREVIOUSLY EXEMPT PROPERTY: \$0; 6. OIL OR GAS PRODUCTION FROM A NEW WELL: \$0; 7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: \$0

DELETIONS FROM TAXABLE REAL PROPERTY

Table with 3 rows listing deletions: 8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: \$0; 9. DISCONNECTIONS/EXCLUSIONS: \$0; 10. PREVIOUSLY TAXABLE PROPERTY: \$0

- ¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.
* Construction is defined as newly constructed taxable real property structures.
§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS: TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$143,543,310

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$0
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

ROAM METROPOLITAN DISTRICT NO 2
Assessed Value, Property Tax and Mill Levy Information

	2023 Actual	2024 Adopted Budget	2025 Preliminary Budget
Assessed Valuation	\$ 3,115,880	\$ 9,515,330	\$ 11,868,050
SB23B-01 Property Tax Credit Adjustment		158,455	158,455
Mill Levy			
General Fund	15.000	15.000	15.000
Debt Service Fund	57.266	59.403	59.403
Incremental Debt Service Mill Adjustment	-	0.989	0.989
Adjusted Debt Service Levy	57.266	60.392	60.392
Refunds and Abatements	-	-	-
Total Mill Levy	<u>72.266</u>	<u>75.392</u>	<u>75.392</u>
Property Taxes			
General Fund	\$ 46,738	\$ 142,730	\$ 178,021
Debt Service Fund	<u>178,434</u>	<u>574,650</u>	<u>716,735</u>
Actual/Budgeted Property Taxes	<u>\$ 225,172</u>	<u>\$ 717,380</u>	<u>\$ 894,756</u>

ROAM METROPOLITAN DISTRICT NO 2

GENERAL FUND

2025 Preliminary Budget

with 2023 Actual, 2024 Adopted Budget and 2024 Estimated

	2023 Actual	01/24-08/24 YTD Actual	2024 Adopted Budget	2024 Estimated	2025 Preliminary Budget
BEGINNING FUND BALANCE	\$ (13,732)	\$ 16,404	\$ 2,224	\$ 16,404	\$ 145,401
REVENUE					
Property Taxes	46,738	134,162	142,730	148,719	178,021
Specific Ownership Taxes	<u>2,887</u>	<u>3,640</u>	<u>8,564</u>	<u>8,564</u>	<u>10,681</u>
Total Revenue	49,625	137,802	151,294	157,283	188,702
Total Funds Available	<u>35,893</u>	<u>154,206</u>	<u>153,518</u>	<u>173,687</u>	<u>334,103</u>
EXPENDITURES					
Accounting	6,885	7,643	5,000	9,000	9,000
Audit	5,750	5,750	6,200	5,750	6,200
District Management	1,495	2,395	1,500	3,000	3,000
Election	96	-	-	-	1,000
Insurance	2,900	259	3,000	3,000	3,000
Miscellaneous	2	-	100	100	100
Treasurer's Fees	<u>2,361</u>	<u>6,493</u>	<u>7,137</u>	<u>7,436</u>	<u>8,901</u>
Total Expenditures	<u>19,489</u>	<u>22,540</u>	<u>22,937</u>	<u>28,286</u>	<u>31,201</u>
Transfers and Other Sources (Uses)					
Emergency Reserve	-	-	(4,539)	-	(5,661)
Transfer to District No. 1	-	-	(28,197)	-	-
Total Expenditures Requiring Appropriation	19,489	22,540	55,673	28,286	36,862
ENDING FUND BALANCE	\$ <u>16,404</u>	\$ <u>131,666</u>	\$ <u>97,845</u>	\$ <u>145,401</u>	\$ <u>297,241</u>

ROAM METROPOLITAN DISTRICT NO 2

**DEBT SERVICE FUND
2025 Preliminary Budget
with 2023 Actual, 2024 Adopted Budget, and 2024 Estimated**

	2023 Actual	01/24-08/24 YTD Actual	2024 Adopted Budget	2024 Estimated	2025 Preliminary Budget
BEGINNING FUND BALANCE	\$ 12,319	\$ 34,268	\$ 33,318	\$ 34,268	\$ 34,268
REVENUE					
Property Tax Revenue	180,759	516,043	574,650	574,650	716,735
Specific Ownership Tax	11,020	14,655	34,479	34,479	43,004
Interest Income	346	8,259	-	10,000	-
Total Revenue	192,125	538,957	609,129	619,129	759,739
Total Funds Available	204,444	573,225	642,447	653,397	794,007
EXPENDITURES					
Bond Interest	161,147	-	617,358	588,943	750,000
Treasurer's Fees	9,014	26,140	28,733	28,733	35,837
Miscellaneous	-	1,300	-	1,300	1,000
Paying Agent/Trustee Fees	15	4,194	-	4,300	4,300
Total Expenditures	170,176	31,634	646,091	623,276	791,137
Transfers and Other Sources (Uses)					
Transfer from District No. 1 Debt Service Fund	-	-	3,644	4,147	4,587
Total Expenditures Requiring Appropriation	170,176	31,634	646,091	623,276	791,137
ENDING FUND BALANCE	\$ 34,268	\$ 541,591	\$ -	\$ 34,268	\$ 7,457

ROAM METROPOLITAN DISTRICT NO 2

CAPITAL PROJECTS FUND

2025 Preliminary Budget

with 2023 Actual, 2024 Adopted Budget, and 2024 Estimated

	2023 Actual	01/24-08/24 YTD Actual	2024 Adopted Budget	2023 Estimated	2025 Preliminary Budget
BEGINNING FUND BALANCE	\$ 21,424,953	\$ 19,748,519	\$ 19,732,361	\$ 19,748,519	\$ 11,279,980
REVENUE					
Investment Earnings	1,113,268	489,265	600,000	700,000	600,000
Total Revenue	1,113,268	489,265	600,000	700,000	600,000
Total Funds Available	22,538,221	20,237,784	20,332,361	20,448,519	11,879,980
EXPENDITURES					
Capital Improvements	2,739,592	-	-	-	-
Paying Agent Fees	50,110	19,819	350,003	30,000	20,000
Total Expenditures	2,789,702	19,819	350,003	30,000	20,000
Transfers and Other Sources (Uses)					
Transfer to District No. 1	(2,739,592)	(9,138,539)	(16,500,000)	(9,138,539)	(10,000,000)
Total Expenditures Requiring Appropriation	2,789,702	9,158,358	16,850,003	9,168,539	10,020,000
ENDING FUND BALANCE	\$ 19,748,519	\$ 11,079,426	\$ 3,482,358	\$ 11,279,980	\$ 1,859,980

RESOLUTION NO. 2024-11-__
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ROAM METROPOLITAN DISTRICT NO. 2
TO ADOPT THE 2025 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors (“Board”) of the Roam Metropolitan District No. 2 (“District”) has appointed the District Accountant to prepare and submit a proposed 2025 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2024, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 7, 2024, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law; and

WHEREAS, the Board of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roam Metropolitan District No. 2:

1. That the budget as submitted, amended, and summarized by fund, attached hereto as **EXHIBIT A** and incorporated herein by reference, is approved and adopted as the budget of the District for the 2025 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 7th day of November, 2024.

Secretary

EXHIBIT A
(Budget)

I, Robert Cyman, hereby certify that I am the duly appointed Secretary of the Roam Metropolitan District No. 2, and that the foregoing is a true and correct copy of the budget for the budget year 2025, duly adopted at a meeting of the Board of Directors of the Roam Metropolitan District No. 2 held on November 7, 2024.

By: _____
Secretary

RESOLUTION NO. 2024-11-___
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ROAM METROPOLITAN DISTRICT NO. 2
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Roam Metropolitan District No. 2 (“District”) has adopted the 2025 annual budget in accordance with the Local Government Budget Law on November 7, 2024; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors of the Roam Metropolitan District No. 2 to Adopt the 2025 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Roam Metropolitan District No. 2:

1. That for the purposes of meeting all general fund expenses of the District during the 2025 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2025 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant is hereby authorized and directed to immediately certify to the County Commissioners of Grand County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference) and the District’s adopted budget, recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits, by no later than December 15, 2024 and file the District’s budget with the Division of Local Government by January 30, 2025.

ADOPTED this 7th day of November, 2024.

Secretary

EXHIBIT A
(Certification of Tax Levies)

I, Robert Cyman, hereby certify that I am the duly appointed Secretary of the Roam Metropolitan District No. 2, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2025, duly adopted at a meeting of the Board of Directors of the Roam Metropolitan District No. 2 held on November 7, 2024.

Secretary

CERTIFICATION OF VALUATION BY Grand County COUNTY ASSESSOR

New Tax Entity? [] YES [X] NO

Date 08/14/2024

NAME OF TAX ENTITY: ROAM METRO DIST 3

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2024 :

Table with 11 rows listing valuation items such as 'PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION' and 'CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION' with corresponding dollar amounts.

- † This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution
* New Construction is defined as: Taxable real property structures and the personal property connected with the structure.
~ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.
Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE Grand County ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2024 :

Table with 7 rows listing actual valuation items such as 'CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY' and 'CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS' with corresponding dollar amounts.

DELETIONS FROM TAXABLE REAL PROPERTY

Table with 3 rows listing deletion items such as 'DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS' and 'DISCONNECTIONS/EXCLUSIONS' with corresponding dollar amounts.

- ¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.
* Construction is defined as newly constructed taxable real property structures.
§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS: TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$40,240

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$0

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

ROAM METROPOLITAN DISTRICT NO 3
Assessed Value, Property Tax and Mill Levy Information

	2023 Actual	2024 Adopted Budget	2025 Preliminary Budget
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Assessed Valuation	\$	2,940	\$	10,730	\$	11,230
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Mill Levy

General Fund		50.000		50.000		50.000
Debt Service Fund		-		-		-
Refunds and Abatements		-		-		-
		-		-		-

Total Mill Levy		<u>50.000</u>		<u>50.000</u>		<u>50.000</u>
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Property Taxes

General Fund	\$	147	\$	537	\$	562
Debt Service Fund		-		-		-
Refunds and Abatements		-		-		-
		-		-		-

Actual/Budgeted Property T	\$	<u>147</u>	\$	<u>537</u>	\$	<u>562</u>
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ROAM METROPOLITAN DISTRICT NO 3

**GENERAL FUND
2025 Preliminary Budget
with 2023 Actual, 2024 Adopted Budget and 2024 Estimated**

	2023 Actual	01/24-08/24 YTD Actual	2024 Adopted Budget	2024 Estimated	2025 Preliminary Budget
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUE					
Property Taxes	147	555	537	555	562
Specific Ownership Taxes	<u>9</u>	<u>16</u>	<u>32</u>	<u>25</u>	<u>28</u>
Total Revenue	156	571	569	580	590
Total Funds Available	<u>156</u>	<u>571</u>	<u>569</u>	<u>580</u>	<u>590</u>
Treasurer's Fees	<u>7</u>	<u>29</u>	<u>27</u>	<u>7</u>	<u>28</u>
Total Expenditures	<u>7</u>	<u>29</u>	<u>27</u>	<u>7</u>	<u>28</u>
Transfers and Other Uses					
Transfer to District No. 1	(149)	(542)	(542)	(573)	(562)
Total Expenditures Requiring Appropriation	<u>156</u>	<u>571</u>	<u>569</u>	<u>580</u>	<u>590</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

RESOLUTION NO. 2024-11-__
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ROAM METROPOLITAN DISTRICT NO. 3
TO ADOPT THE 2025 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors (the “Board”) of the Roam Metropolitan District No. 3 (“District”) has appointed the District Accountant to prepare and submit a proposed 2025 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2024, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 7, 2024, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law; and

WHEREAS, the Board of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

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3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 7th day of November, 2024.

Secretary

EXHIBIT A
(Budget)

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By: _____
Secretary

RESOLUTION NO. 2024-11-___
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OF THE ROAM METROPOLITAN DISTRICT NO. 3
TO SET MILL LEVIES

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ADOPTED this 7th day of November, 2024.

Secretary

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Secretary

Roam Metropolitan District

CHANGE ORDER REQUEST

Project:	<u>Roam Cabins Phase 2</u>	No.:	<u>5</u>
Contract For:	<u>Roam Metropolitan District</u>	Date Issued:	<u>10/21/2024</u>
Contractor:	<u>Mountain States Snowcats</u>	Owner:	<u>Roam Metropolitan District</u>

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

Description: Additional Import of Structural Fill following the removal of topsoil.

Purpose of Change Order: Removal of unforeseen amounts of topsoil required additional import of structural fill to meet plan grades.

Attachments (List Documents Supporting Change): Cost Code Summary, Site Topography Survey

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$ 2,258,246.50

Previous Change Orders
No. 000 to No. 004: \$ 460,868.05

Contract Price Prior to this
Change Order: \$ 2,719,114.55

Net Change of this Change
Order: \$ 288,627.10

Contract Price with all
approved Change Orders: \$ 3,007,741.65

CHANGE IN CONTRACT TIME (in days):

Original Contract Time: 133

Net Change from Previous
Change Orders: 0

Contract Time Prior to this
Change Order: 133

Net Change of this Change
Order: 0

Contract Time with all
approved Change Orders: 133

RECOMMENDED:

By: _____

Date: _____

Engineer

APPROVED:

By: _____

Date: _____

Contractor

APPROVED:

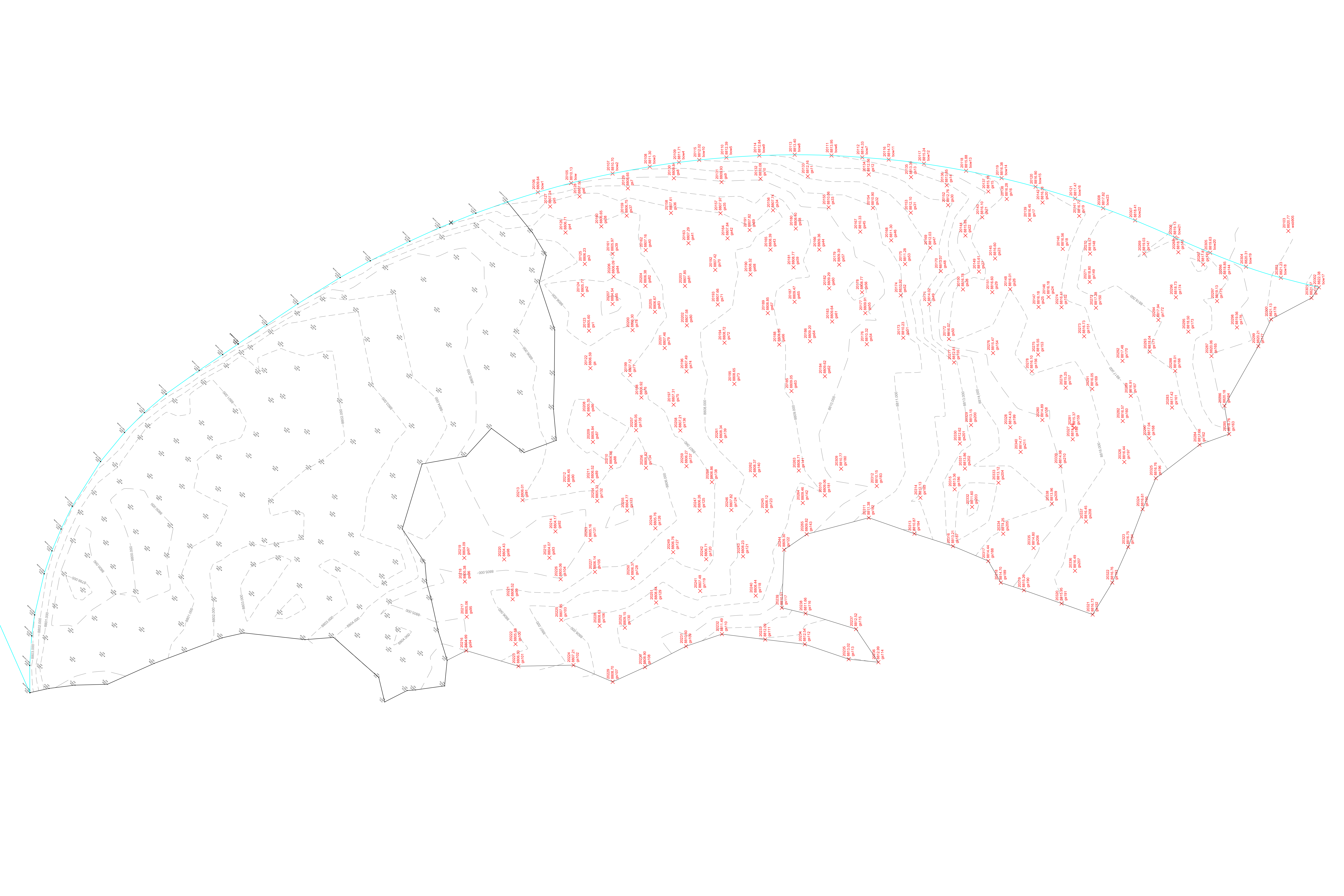
By: _____

Date: _____

Owner

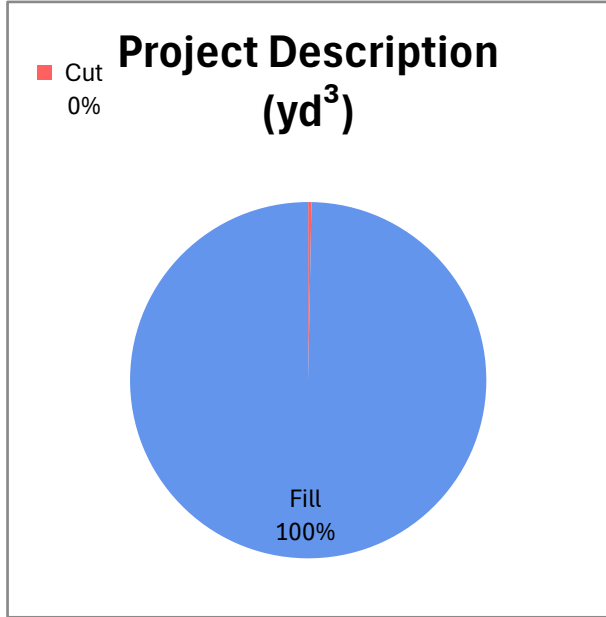
ROAM METROPOLITAN DISTRICT
MOUNTAIN STATES SNOWCATS
CABINS PHASE 2 CHANGE ORDER #5
COST CODE SUMMARY

Project		Schedule of Values			
Area Code	Description	Unit	Unit Cost	Qty	Extension
Public	Import & Place Material	CY	\$19.00	8,723	\$165,729.68
Private	Import & Place Material	CY	\$19.00	6,468	\$122,897.42
Total			Change Order #5		\$288,627.10



Job: Roam Cabins - EG2 to FG
25-Sep-2024 03:05 PM

Distribution of Earthwork Volumes (Grid)	
Source	Volume (yd ³)
Cut	97.3
Fill	33288.1



Surface Properties	
MCMS FG ROAM CABINS 08 30 23	
Maximum elevation (ft)	8832.610
Minimum elevation (ft)	8800.000
EG2	
Maximum elevation (ft)	8822.375
Minimum elevation (ft)	8798.702
Maximum cut depth (ft)	1.494
Maximum fill height (ft)	9.760

Volume Report (Grid = 5.000 ft)							
'EG2' vs 'MCMS FG ROAM CABINS 08 30 23' (Excluding 5 buildings)							
	Area (ft ²)				Volume (yd ³)		Export
	Total	Cut	Fill	On Grade	Cut	Fill	-Import (yd ³)
Job Total	238349.0	6550.0	231799.1	0.0	97.3	33288.1	-33190.9

Contracted Total for Imported Fill = 18,000 CY
 Total Fill Imported on Site = 33,190.9 CY

Change Order Total = 33,190.9 - 18,000 = 15190.9 CY



141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 • Fax: 303-987-2032

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: September 23, 2024

RE: Notice of 2025 Rate Increase

A rectangular box containing a handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by (2.5%) per hour.

We hope you will understand that it is necessary to increase our rates due to increasing gas and operating costs along with new laws and rules implemented by our legislature.