

ROAM METROPOLITAN DISTRICT NOS. 1, 2 & 3

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<http://roammd1-3.colorado.gov>

NOTICE OF A REGULAR MEETING AND AGENDA

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

DATE: March 25, 2022

TIME: 11:00 a.m.

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

<https://us02web.zoom.us/j/85741953220?pwd=M2hTSzRjNDduazFwNDBrV2QyWWVwdz09>

Meeting ID: 857 4195 3220

Passcode: 335313

One tap mobile: +16699006833,,85741953220#

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

C. Approve Minutes of the December 1, 2021 Special Meeting (enclosure).

D. Review and consider approval of Third Amended and Restated Meeting Resolution, Resolution No. 2022-03-01, including the 24-hour posting location for notices (enclosure).

E. Discuss status of May 3, 2022 Regular District Election.

F. Discuss Board Vacancies

II. PUBLIC COMMENT

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

- A. Review and ratify the approval of the payment of claims for the period ending as follows (enclosures):

Fund	Period Ending Dec. 31, 2021	Period Ending Jan. 31, 2022	Period Ending Feb, 28, 2022	Special Payment February 2022
General	\$ 15,720.66	\$ 18,114.01	\$ 12,977.10	\$ 77,375.13
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 15,720.66	\$ 18,114.01	\$ 12,977.10	\$ 77,375.13

Fund	Period Ending March 31, 2022
General	\$ 13,438.97
Debt	\$ -0-
Capital	\$ -0-
Total	\$ 13,438.97

- B. Review and accept the unaudited financial statements through the period ending December 31, 2021 and Schedule of Cash Position as of December 31, 2021 for District No. 1 (enclosure).
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- C. Review and consider approval of Application for Exemption from Audit for 2021 for District Nos. 1 and 3 (enclosures).
-

IV. LEGAL MATTERS

- A. Consider and approve Work Order No. 5 to Master Services Agreement with Independent District Engineering Services, LLC (enclosure).
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- B. Review and ratify approval of Developer Funding Agreement by and between Fraser River Development CO LLC, Riverside WP, LLC and District No. 1 (enclosure).
-

V. CAPITAL PROJECTS/OPERATIONS AND MAINTENANCE MATTERS

- A. Review and consider approval/status of Cost Certification Report No. 8 prepared by IDES in the amount of \$_____ (to be distributed).
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- B. Discuss status of Purchase Application No. 1 under Improvement Acquisition, Advance and Reimbursement Agreement with Fraser River Development Co LLC, dated December 18, 2018, including all required certifications and supporting documentation required therein.
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- C. Review and consider approval of the First Amendment to the Amended and Restated 2020 Funding and Reimbursement Agreement (enclosure).
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- D. Discuss trash collection.
-

- E. Discuss property management.
-

VI. OTHER MATTERS

- A. _____

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

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE ROAM METROPOLITAN DISTRICT NOS. 1, 2 AND 3 HELD DECEMBER 1, 2021

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 Wednesday, the 1st day of December, 2021, at 11:00 a.m. This District Board meeting was held by conference call without any individuals (neither District Representatives nor the general public) attending in person. The meeting was open to the public by conference telephonically via Zoom at <https://us02web.zoom.us/j/85449795853?pwd=bldpWmxzeUZZb2J2K2hZdlBqS1Q0T09>; Meeting ID: 854 4979 5853; Passcode: 193705; and telephone 1-669-900-6833.

Directors In Attendance Were:

Chip Besse
Jolene Larson
Robert Cyman

Also In Attendance Was:

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

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

Kim Fiore; Independent District Engineering Services, LLC (“IDES”)

Bob Fanch and Blake Johnson; Fraser River Development Co LLC

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Johnson discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Boards 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 Directors 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 Board considered the following items on the Consent Agenda:

- Approve Agenda; confirm location of the meeting and posting of meeting notices.
- Approve Minutes of the November 12, 2021 Special Meeting.
- Adopt Resolution No. 2021-12-01; 2022 Annual Administrative Matters Resolution.
- Adopt Resolution No. 2021-12-02; 2022 Election Resolution.
- Approve Special District Management Services Inc. 2022 Rates.
- Approve Independent District Engineering Services, LLC Work Order #4.

Following discussion, upon motion duly made by Director Larson, seconded by Director Cyman and, upon vote, unanimously carried, the Board approved the above actions taken at the special meeting held on December 1, 2021. It was noted that the agenda was approved as amended.

PUBLIC COMMENTS

There were no public comments at this time.

LEGAL MATTERS

Public Hearing to Consider Petition for the Inclusion of Land into Roam Metropolitan District No. 1 for Certain Real Property Owned by Fraser River Development Co LLC and Consider Resolution Approving Inclusion of Land:

Directors Larson and Besse opened the public hearing to consider the inclusion of land into Roam Metropolitan District No. 1 for certain real property owned by Fraser River Development Co LLC.

It was noted that publication of notice stating that the 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.

Following review and discussion, and upon motion duly made by Director Besse, seconded by Director Larson and, upon vote, unanimously carried, the Board of

RECORD OF PROCEEDINGS

District 1 approved the inclusion of the property and adopted Resolution No. 2021-12-03, Resolution for Inclusion of Real Property. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

Public Hearing to Consider Petition for the Inclusion of Land into Roam Metropolitan District No. 2 for Certain Real Property Owned by Fraser River Development Co LLC and Consider Resolution Approving Inclusion of Land:

Directors Besse and Cyman opened the public hearing to consider the inclusion of land into Roam Metropolitan District No. 2 for certain real property owned by Fraser River Development Co LLC.

It was noted that publication of notice stating that the 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.

Following review and discussion, and upon motion duly made by Director Besse, seconded by Director Larson and, upon vote, unanimously carried, the Board of District 2 approved the inclusion of the property and adopted Resolution No. 2021-12-04, Resolution for Inclusion of Real Property. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

Amended and Restated 2020 Funding and Reimbursement Agreement with Fraser River Development Co LLC, Refunding of Existing 2021 Subordinate Promissory Note, and Issuance of a New Subordinate Promissory Note:

Attorney Pogue reviewed with the Board of District No. 1 an Amended and Restated 2020 Funding and Reimbursement Agreement with Fraser River Development Co. LLC, the refunding of the existing 2021 Subordinate Promissory Note, and the issuance of a new Subordinate Promissory Note.

Following discussion, upon motion duly made by Director Larson, seconded by Director Besse and, upon vote, unanimously carried, the District No. 1 Board approved the Amended and Restated 2020 Funding and Reimbursement Agreement with Fraser River Development Co. LLC, refunding of the existing 2021 Subordinate Promissory Note, and the issuance of a new Subordinate Promissory Note.

**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 Sept. 1, 2021	Period Ending Oct. 1, 2021	Period Ending Nov. 11, 2021
General	\$ 11,002.44	\$ 11,423.54	\$ 9,203.87
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
Total	\$ 11,002.44	\$ 11,423.54	\$ 9,203.87

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

Unaudited Financial Statements: The Board reviewed the Unaudited Financial Statements through the period ending September 30, 2021 and the Schedule of Cash Position as of September 30, 2021 for District No. 1.

Following discussion, upon motion duly made by Director Besse, seconded by Director Larson and, upon vote, unanimously carried, the Board of District No. 1 accepted the Unaudited Financial Statements for the period ending September 30, 2021 and the Schedule of Cash Position as of September 30, 2021.

2021 Budget Amendment Hearing (District No. 2): The District No. 2 Board President opened the public hearing to consider Resolution No. 2021-12-05 to amend the 2021 Budget and discuss related issues.

It was noted that publication of notice stating that the District No. 2 Board would consider adoption of Resolution No. 2021-12-05 to Amend the 2021 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 Larson moved to adopt Resolution 2021-12-05 to Amend 2021 Budget and Appropriate Expenditures, Director Besse seconded the motion and, upon vote, unanimously carried, the District No. 2 Board adopted the Resolution to Amend the 2021 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

2022 Budget Hearing (District No. 1): The District No. 1 Board President opened the public hearing to consider the proposed 2022 Budget and discuss related issues.

It was noted that publication of notice stating that the District No. 1 Board would consider adoption of the 2022 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.

RECORD OF PROCEEDINGS

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

Mr. Ruthven reviewed the estimated 2021 expenditures and the proposed 2022 expenditures.

Following discussion, the District No. 1 Board considered the adoption of Resolution No. 2021-12-06 to Adopt the 2022 Budget and Appropriate Sums of Money and Resolution No. 2021-12-07 to Set Mill Levies (for the Debt Service Fund at 20.000 mills, for a total of 20.000 mills). Upon motion duly made by Director Besse, seconded by Director Larson 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 on or before December 10, 2021. The District Accountant was directed to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached to these Minutes and incorporated herein by this reference.

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

It was noted that publication of notice stating that the District No. 2 Board would consider adoption of 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.

Mr. Ruthven reviewed the estimated 2021 expenditures and the proposed 2022 expenditures.

Following discussion, the District No. 2 Board considered the adoption of Resolution No. 2021-12-06 to Adopt the 2022 Budget and Appropriate Sums of Money and Resolution No. 2020-12-07 to Set Mill Levies (for the Debt Service Fund at 55.664 mills, for a total of 55.664 mills). Upon motion duly made by Director Besse, seconded by Director Larson 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 on or before December 10, 2021. The District Accountant was directed to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached to these Minutes and incorporated herein by this reference.

RECORD OF PROCEEDINGS

2022 Budget Hearing (District No. 3): The District No. 3 Board President opened the public hearing to consider the proposed 2022 Budget and discuss related issues.

It was noted that publication of notice stating that the District No. 3 Board would consider adoption of the 2022 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 2021 expenditures and the proposed 2022 expenditures.

Following discussion, the District No. 3 Board considered the adoption of Resolution No. 2021-12-06 to Adopt the 2022 Budget and Appropriate Sums of Money and Resolution No. 2021-12-07 to Set Mill Levies (for the General Fund at 55.664 mills, for a total of 55.664 mills). Upon motion duly made by Director Besse, seconded by Director Larson 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 on or before December 10, 2021. The District Accountant was directed to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2022. Copies of the adopted Resolutions are attached to these Minutes and incorporated herein by this reference.

2021 Audit: The Board reviewed the engagement letters from Morain Bakarich and Haynie & Co. to perform the 2021 Audit. Mr. Ruthven noted that these were the two proposals received, SDMS has worked with both companies, and he believed that both were qualified to perform the 2021 Audit.

Following discussion, upon motion duly made by Director Larson, seconded by Director Besse and, upon vote, unanimously carried, the Board approved the engagement of Morain Bakarich to perform the 2021 Audit, for an amount not to exceed \$5,500.

**CAPITAL
PROJECTS/
OPERATIONS AND
MAINTENANCE
MATTERS**

Purchase Application No. 1 under Improvement Acquisition, Advance and Reimbursement Agreement with Fraser River Development Co LLC, dated December 18, 2018, including River Access Easement Agreement & Quit Claim Deed: Attorney Pogue discussed with the Boards the need for Town acceptance of improvements and completion of lien waivers in connection with

RECORD OF PROCEEDINGS

Purchase Application No. 1 under the Improvement Acquisition, Advance and Reimbursement Agreement. No action was taken at this time.

OTHER BUSINESS

Regular Meeting Dates and Time for 2022: The Board discussed regular meeting dates and time for 2022. Following discussion, the Board determined to meet the 4th Friday of March, June and September in 2022 (March 25, June 24, and September 23) and December 1, 2022 at 11:00 a.m. via teleconference with Zoom.

Construction Contracts: Attorney Pogue discussed with the Board the pros and cons of future construction contracts being administered by the District verses the Developer.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

RESOLUTION NO. 2022-03-01
RESOLUTION OF
THE BOARDS OF DIRECTORS OF
ROAM METROPOLITAN DISTRICT NOS. 1-3

THIRD AMENDED AND RESTATED MEETING RESOLUTION

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

WHEREAS, on September 24, 2021, the Boards of Directors (the “Boards”) of the Districts adopted a Second Amended and Restated Meeting Resolution 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 (“Prior Meeting Resolution”); and

WHEREAS, House Bill 21-1278 (“HB 1278”), which was signed into law with an effective date of July 7, 2021, further revised the meeting requirements for the boards of directors of special districts; and

WHEREAS, pursuant to Section 32-1-903(1), C.R.S., as amended by HB 1278, the Boards shall meet regularly at a time and in 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., as amended by HB 1278, 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 that are within the boundaries of the county in which the Districts are located, in whole or in part, or in any county so long as the physical location does not exceed twenty miles from the district 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 a meeting of the Boards appear on the agenda of a meeting of the Boards, and (b) a resolution is adopted by the Boards stating the reason for which meetings of the Boards are 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), 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 each of the Boards is in attendance, and at which information is presented but no official action can be taken by the Boards; and

WHEREAS, pursuant to Section 32-1-903(2)(a), 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

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 posts the notice, with specific agenda information if available, no less than twenty-four (24) hours prior to the holding of the meeting on a 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 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, the Boards desires to amend and restate the Prior Meeting Resolution pursuant to this Third Amended and Restated Meeting Resolution to address the changes to the meeting requirements for the boards of directors of special districts as set forth in HB 1278.

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

1. The Boards hereby determine to hold regular meetings on the fourth Friday of the last month each quarter in the first three quarters, and the first Thursday of December at 11:00 a.m. The location of all regular and special meetings will be held virtually via MS Teams or other virtual platform and via teleconference. The meeting notice of all meetings of the Boards will include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

2. 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.

3. The designation set forth in Paragraph 2 is hereby deemed to be the Boards' annual designation of the location where notices of meetings shall be posted twenty-four hours in advance of said meetings and shall be effective until such time as the Boards determine to designate a new posting location.

4. Emergency meetings may be called by the Districts 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 Boards in order to protect the public health, safety, and welfare of the property owners and residents of the Districts. If possible, notice of such emergency meeting may be given to the members of the Boards 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 Districts' 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 Districts' Boards, or (b) the next special meeting of the Districts' Boards.

5. 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.

6. This Resolution shall take effect on the date and time of adoption and shall remain effective until otherwise supplemented or amended by the Boards.

(Signatures Appear on Following Page.)

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

ADOPTED AND APPROVED THIS 25th DAY OF MARCH, 2022.

ROAM METROPOLITAN DISTRICT NOS. 1 – 3

Chip Besse, President

Signature Page to Third Amended and Restated Meeting Resolution

**Roam 1-3 Metropolitan District
December-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Colorado Special Districts Pool	POL-0009306	9/26/2021	9/26/2021	\$ 2,036.00	Prepaid Expenses	1143
Colorado Special Districts Pool	POL-0009262	9/26/2021	9/26/2021	\$ 2,036.00	Prepaid Expenses	1143
Colorado Special Districts Pool	POL-0009346	9/26/2021	9/26/2021	\$ 2,036.00	Prepaid Expenses	1143
IDES, LLC	37222	10/31/2021	10/31/2021	\$ 1,059.00	Engineering Fees	1690
Special District Management Services	D2 11-2021	11/30/2021	11/30/2021	\$ 1,540.00	Accounting	1612
Special District Management Services	D2 11-2021	11/30/2021	11/30/2021	\$ 406.00	Management	1680
Special District Management Services	D1 11-2021	11/30/2021	11/30/2021	\$ 966.00	Accounting	1612
Special District Management Services	D1 11-2021	11/30/2021	11/30/2021	\$ 3,680.00	Management	1680
Special District Management Services	D1 11-2021	11/30/2021	11/30/2021	\$ 56.66	Miscellaneous	1685
Special District Management Services	D3 11-2021	11/30/2021	11/30/2021	\$ 14.00	Accounting	1612
Special District Management Services	D3 11-2021	11/30/2021	11/30/2021	\$ 406.00	Management	1680
T Charles Wilson Insurance Service	10215	10/19/2021	1/1/2022	\$ 495.00	Prepaid Expenses	1143
T Charles Wilson Insurance Service	10218	10/19/2021	1/1/2022	\$ 495.00	Prepaid Expenses	1143
T Charles Wilson Insurance Service	10216	10/19/2021	1/1/2022	\$ 495.00	Prepaid Expenses	1143

\$ 15,720.66

**Roam 1-3 Metropolitan District
December-21**

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 15,720.66	\$ -	\$ -	\$ 15,720.66
			\$	-
Total Disbursements from Checking Acct	\$15,720.66	\$0.00	\$0.00	\$15,720.66

**Roam 1-3 Metropolitan District
January-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Icenogle Seaver Pogue	20843	11/30/2021	11/30/2021	\$ 9,112.53	Legal	1675
Icenogle Seaver Pogue	21018	12/31/2021	12/31/2021	\$ 1,911.00	Legal	1675
Independent District Engineering Services	37223	11/30/2021	11/30/2021	\$ 2,686.50	Engineering Fees	1690
Special District Management Services	D1 12/2021	12/31/2021	12/31/2021	\$ 1,022.00	Accounting	1612
Special District Management Services	D1 12/2021	12/31/2021	12/31/2021	\$ 1,498.00	Management	1680
Special District Management Services	D1 12/2021	12/31/2021	12/31/2021	\$ 6.38	Miscellaneous	1685
Special District Management Services	D2 12/2021	12/31/2021	12/31/2021	\$ 798.00	Accounting	1612
Special District Management Services	D2 12/2021	12/31/2021	12/31/2021	\$ 616.00	Management	1680
Special District Management Services	D2 12/2021	12/31/2021	12/31/2021	\$ 0.80	Miscellaneous	1685
Special District Management Services	D3 12/2021	12/31/2021	12/31/2021	\$ 462.00	Management	1680
Special District Management Services	D3 12/2021	12/31/2021	12/31/2021	\$ 0.80	Miscellaneous	1685
				\$18,114.01		

**Roam 1-3 Metropolitan District
January-22**

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	\$ 18,114.01	\$ -	\$ -	\$ 18,114.01
				\$ -
Total Disbursements from Checking Acct	\$18,114.01	\$0.00	\$0.00	\$18,114.01

**Roam 1-3 Metropolitan District
February-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
IDES, LLC	37224	12/31/2021	12/31/2021	\$ 1,665.00	Engineering Fees	1690
Icenogle Seaver Pogue	21122	1/31/2022	1/31/2022	\$ 8,966.70	Legal	1675
Special District Management Services	D1 01/2022	1/31/2022	1/31/2022	\$ 902.80	Accounting	1612
Special District Management Services	D1 01/2022	1/31/2022	1/31/2022	\$ 385.60	Management	1680
Special District Management Services	D1 01/2022	1/31/2022	1/31/2022	\$ 5.80	Miscellaneous	1685
Special District Management Services	D2 01/2022	1/31/2022	1/31/2022	\$ 355.20	Accounting	1612
Special District Management Services	D2 01/2022	1/31/2022	1/31/2022	\$ 414.40	Management	1680
Special District Management Services	D2 01/2022	1/31/2022	1/31/2022	\$ 0.20	Miscellaneous	1685
Special District Management Services	D3 01/2022	1/31/2022	1/31/2022	\$ 74.00	Accounting	1612
Special District Management Services	D3 01/2022	1/31/2022	1/31/2022	\$ 207.20	Management	1680
Special District Management Services	D3 01/2022	1/31/2022	1/31/2022	\$ 0.20	Miscellaneous	1685
				\$12,977.10		

Roam 1-3 Metropolitan District
February-22

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	12,977.10	\$ -	\$ -	\$ 12,977.10
				\$ -
Total Disbursements from Checking Acct	\$12,977.10	\$0.00	\$0.00	\$12,977.10

Roam Metropolitan District No.1
February-22
Special Payment

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Mountain States Snowcats	Pay App #1	1/18/2022	2/2/2022	\$ 77,375.13	Utilities	3762
				\$ 77,375.13		

**Roam 1-3 Metropolitan District
February-22**

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	77,375.13 \$	-	-	77,375.13 \$
Total Disbursements from Checking Acct	\$77,375.13	\$0.00	\$0.00	\$77,375.13

**Roam 1-3 Metropolitan District
March-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
IDES, LLC	37225	1/31/2022	1/31/2022	\$ 8,320.00	Engineering Fees	1690
Icenogle Seaver Pogue	21262	2/28/2022	2/28/2022	\$ 2,395.96	Legal	1675
Special District Assocation	D1 SDA-2022	2/28/2022	2/28/2022	\$ 428.53	Insurance/SDA Dues	1670
Special District Assocation	D2 SDA-2022	2/28/2022	2/28/2022	\$ 225.00	Insurance/SDA Dues	1670
Special District Assocation	D3 SDA-2022	2/28/2022	2/28/2022	\$ 225.01	Insurance/SDA Dues	1670
Special District Management Services	D1 02/2022	2/28/2022	2/28/2022	\$ 962.00	Accounting	1612
Special District Management Services	D1 02/2022	2/28/2022	2/28/2022	\$ 281.60	Management	1680
Special District Management Services	D1 02/2022	2/28/2022	2/28/2022	\$ 8.47	Miscellaneous	1685
Special District Management Services	D2 02/2022	2/28/2022	2/28/2022	\$ 518.00	Accounting	1612
Special District Management Services	D2 02/2022	2/28/2022	2/28/2022	\$ 29.60	Management	1680
Special District Management Services	D2 02/2022	2/28/2022	2/28/2022	\$ 0.20	Miscellaneous	1685
Special District Management Services	D3 02/2022	2/28/2022	2/28/2022	\$ 14.80	Accounting	1612
Special District Management Services	D3 02/2022	2/28/2022	2/28/2022	\$ 29.60	Management	1680
Special District Management Services	D3 02/2022	2/28/2022	2/28/2022	\$ 0.20	Miscellaneous	1685

\$13,438.97

**Roam 1-3 Metropolitan District
March-22**

	<u>General</u>	<u>Debt</u>	<u>Enterprise</u>	<u>Totals</u>
Disbursements	13,438.97 \$	-	-	13,438.97 \$
Total Disbursements from Checking Acct	\$13,438.97	\$0.00	\$0.00	\$13,438.97

ROAM METROPOLITAN DISTRICT NO. 1
Schedule of Cash Position
December 31, 2021

	Operating	Capital Projects	Total
Checking:			
Cash in Bank - FirstBank	\$ (11,026.78)	\$ -	\$ (11,026.78)
TOTAL FUNDS:	\$ (11,026.78)	\$ -	\$ (11,026.78)

2021 Mill Levy Information

Certified General Fund Mill Levy	55.664
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Board of Directors

- * Chip Besse
- * Jolene Larson
- Robert Cyman

* authorized signer on the checking account

ROAM METROPOLITAN DISTRICT NO. 1

FINANCIAL STATEMENTS

December 31, 2021

ROAM METROPOLITAN DISTRICT NO. 1
Combined Balance Sheet - All Fund Types and Account Groups
December 31, 2021

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECTS</u>	<u>LONG-TERM DEBT</u>	<u>TOTAL</u>
Assets					
Cash in Bank - FirstBank	\$ (11,027)	\$ -	\$ -	\$ -	\$ (11,027)
Cash with County Treasurer	11	-	-	-	11
Property Taxes Receivable	-	495	-	-	495
Prepaid Expenses	7,593	-	-	-	7,593
Total Current Assets	<u>(3,423)</u>	<u>495</u>	<u>-</u>	<u>-</u>	<u>(2,928)</u>
Other Debits					
Amount to be Provided for Debt	-	-	-	225,157	225,157
Total Other Debits	<u>-</u>	<u>-</u>	<u>-</u>	<u>225,157</u>	<u>225,157</u>
Total Assets	<u>\$ (3,423)</u>	<u>\$ 495</u>	<u>\$ -</u>	<u>\$ 225,157</u>	<u>\$ 222,229</u>
Liabilities					
Accounts Payable	\$ 15,428	\$ -	\$ 4,352	\$ -	\$ 19,779
Dev Adv - Operations	-	-	-	166,506	166,506
Dev Adv - Ops Accrued Int	-	-	-	10,909	10,909
Dev Adv - Capital	-	-	-	44,998	44,998
Dev Adv - Cap Accrued Int	-	-	-	2,744	2,744
Total Liabilities	<u>15,428</u>	<u>-</u>	<u>4,352</u>	<u>225,157</u>	<u>244,936</u>
Deferred Inflows of Resources					
Deferred Property Taxes	-	495	-	-	495
Total Deferred Inflows of Resources	<u>-</u>	<u>495</u>	<u>-</u>	<u>-</u>	<u>495</u>
Fund Balance					
Fund Balance	5,354	-	-	-	5,354
Current Year Earnings	(24,204)	-	(4,352)	-	(28,556)
Total Fund Balances	<u>(18,850)</u>	<u>-</u>	<u>(4,352)</u>	<u>-</u>	<u>(23,202)</u>
Total Liabilities and Fund Balance	<u>\$ (3,423)</u>	<u>\$ 495</u>	<u>\$ -</u>	<u>\$ 225,157</u>	<u>\$ 222,229</u>

ROAM METROPOLITAN DISTRICT NO. 1
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 12 Months Ending
December 31, 2021
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	\$ 25,084	\$ 63,418	\$ 200,000	\$ (136,582)	31.7%
Property Tax Revenue	-	1,649	1,649	(0)	100.0%
Specific Ownership Taxes	44	118	99	19	119.1%
Total Revenues	<u>25,128</u>	<u>65,184</u>	<u>201,748</u>	<u>(136,564)</u>	<u>32.3%</u>
Expenditures					
Audit	-	616	-	(616)	-
Accounting	7,126	14,308	10,500	(3,808)	136.3%
Management	9,327	14,760	12,500	(2,260)	118.1%
Insurance/SDA Dues	-	8,525	10,000	1,475	85.2%
Legal	19,970	51,470	25,000	(26,470)	205.9%
Miscellaneous	549	1,687	1,000	(687)	168.7%
Engineering Fees	(1,502)	-	-	-	-
Treasurer's Fees	-	82	25	(57)	329.8%
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	-	-	50,000	50,000	0.0%
	<u>35,470</u>	<u>91,448</u>	<u>194,025</u>	<u>102,577</u>	<u>47.1%</u>
Excess (Deficiency) of Revenues Over Expenditures	(10,342)	(26,264)	7,723	(33,987)	
Other Financing Sources (Uses)					
Transfer from District No. 2	60	3,061	3,152	(91)	
Transfer from District No. 3	1	58	59	(1)	
Transfer to Capital Proj Fund	(1,059)	(1,059)	-	(1,059)	
Emergency Reserve	-	-	(52)	52	
Total Other Financing Sources (Uses)	<u>(998)</u>	<u>2,060</u>	<u>3,159</u>	<u>(1,099)</u>	
Change in Fund Balance	(11,340)	(24,204)	10,882	(35,086)	
Beginning Fund Balance	(7,510)	5,354	5,872	(518)	
Ending Fund Balance	<u>\$ (18,850)</u>	<u>\$ (18,850)</u>	<u>\$ 16,754</u>	<u>\$ (35,604)</u>	

ROAM METROPOLITAN DISTRICT NO. 1
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Capital Projects Fund
For the 12 Months Ending
December 31, 2021

<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	\$ 6,546	\$ 18,385	\$ 100,000	\$ (81,615)	18.4%
Total Revenues	<u>6,546</u>	<u>18,385</u>	<u>100,000</u>	<u>(81,615)</u>	<u>18.4%</u>
Expenditures					
Engineering	13,459	23,795	80,000	56,205	29.7%
Total Expenditures	<u>13,459</u>	<u>23,795</u>	<u>80,000</u>	<u>56,205</u>	<u>29.7%</u>
Excess (Deficiency) of Revenues Over Expenditures	(6,913)	(5,411)	20,000	(25,411)	
Other Financing Sources (Uses)					
Transfer from General Fund	1,059	1,059	-	1,059	
Total Other Financing Sources (Uses)	<u>1,059</u>	<u>1,059</u>	<u>-</u>	<u>1,059</u>	
Change in Fund Balance	(5,854)	(4,352)	20,000	(24,352)	
Beginning Fund Balance	1,502	-	(16,000)	16,000	
Ending Fund Balance	<u>\$ (4,352)</u>	<u>\$ (4,352)</u>	<u>\$ 4,000</u>	<u>\$ (8,352)</u>	

APPLICATION FOR EXEMPTION FROM AUDIT

LONG FORM

FOR LOCAL GOVERNMENTS WITH EITHER REVENUES OR EXPENDITURES MORE THAN \$100,000 BUT NOT MORE THAN \$750,000

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$750,000 for the year.

If your local government has either revenues or expenditures of LESS than \$100,000, use the SHORT FORM.

EXEMPTIONS FROM AUDIT ARE NOT AUTOMATIC

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit EACH YEAR and submit it to the Office of the State Auditor (OSA) for approval.

Any preparer of an Application for Exemption from Audit must be an independent accountant with knowledge of governmental accounting.

Approval for an exemption from audit is granted only upon the review by the OSA.

READ ALL INSTRUCTIONS BEFORE COMPLETING AND SUBMITTING THIS FORM

ALL APPLICATIONS MUST BE FILED WITH THE OSA WITHIN 3 MONTHS AFTER THE ACCOUNTING YEAR-END. FOR EXAMPLE, APPLICATIONS MUST BE RECEIVED BY THE OSA ON OR BEFORE MARCH 31 FOR GOVERNMENTS WITH A DECEMBER 31 YEAR-END.

GOVERNMENTAL ACTIVITY SHOULD BE REPORTED ON THE MODIFIED ACCRUAL BASIS

PROPRIETARY ACTIVITY SHOULD BE REPORTED ON A BUDGETARY BASIS

POSTMARK DATES WILL NOT BE ACCEPTED AS PROOF OF SUBMISSION ON OR BEFORE THE STATUTORY DEADLINE

PRIOR YEAR FORMS ARE OBSOLETE AND WILL NOT BE ACCEPTED.

FOR YOUR REFERENCE, COLORADO REVISED STATUTES CAN BE FOUND AT THIS ADDRESS:

APPLICATIONS SUBMITTED ON FORMS OTHER THAN THOSE PRESCRIBED BY THE OSA WILL NOT BE ACCEPTED.

<http://www.lexisnexis.com/hottopics/Colorado/>

APPLICATIONS MUST BE FULLY AND ACCURATELY COMPLETED.

CHECKLIST

- Has the preparer signed the application?
- Has the entity corrected all Prior Year Deficiencies as communicated by the OSA?
- Has the application been PERSONALLY reviewed and approved by the governing body?
- Are all sections of the form complete, including responses to all of the questions?
- Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?
- Will this application be submitted electronically?
 - If yes, have you read and understand the new Electronic Signature Policy? See new [policy](#)
 - or--
 - Have you included a resolution?
 - Does the resolution state that the governing body PERSONALLY reviewed and approved the resolution in an open public meeting?
 - Has the resolution been signed by a MAJORITY of the governing body? (See sample resolution.)
- Will this application be submitted via a mail service? (e.g. US Post Office, FedEx, UPS, courier.)
 - If yes, does the application include ORIGINAL INK SIGNATURES from the MAJORITY of the governing body?

Checkout our new web portal. Register your account and submit electronic Applications for Exemption From Audit, Extension of Time to File requests, Audited Financial Statements, and more! See the link below.

OSA LG Web Portal

FILING METHODS

NEW METHOD!

WEB PORTAL: Register and submit your Applications at our new portal:

<https://apps.leg.co.gov/osa/lq>

MAIL: Office of the State Auditor
Local Government Audit Division
1525 Sherman St., 7th Floor
Denver, CO 80203

QUESTIONS?

Email: osa.lg@state.co.us or Phone: 303-869-3000

IMPORTANT!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the Modified Accrual Basis

Proprietary Activity should be reported on the Cash or Budgetary Basis -- A Budget to GAAP reconciliation is provided in Part 3

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year.

In that event, AN AUDIT SHALL BE REQUIRED.

APPLICATION FOR EXEMPTION FROM AUDIT

LONG FORM

NAME OF GOVERNMENT
ADDRESS

Roam Metropolitan District No. 1
c/o Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228-1898
James H. Ruthven
303-987-0835
jruthven@sdmsi.com

For the Year Ended
12/31/2021
or fiscal year ended:

CONTACT PERSON
PHONE
EMAIL
FAX

CERTIFICATION OF PREPARER

I certify that I am an independent accountant with knowledge of governmental accounting and that the information in the Application is complete and accurate to the best of my knowledge. I am aware that the Audit Law requires that a person independent of the entity complete the application if revenues or expenditure are at least \$100,000 but not more than \$750,000, and that independent means someone who is separate from the entity.

NAME:	James H. Ruthven
TITLE	Director of Finance
FIRM NAME (if applicable)	Special District Management Services, Inc.
ADDRESS	141 Union Blvd., Suite 150, Lakewood, CO 80228-1898
PHONE	303-987-0835
DATE PREPARED	3/8/2022
RELATIONSHIP TO ENTITY	accountant

PREPARER (SIGNATURE REQUIRED)

Has the entity filed for, or has the district filed, a Title 32, Article 1 Special District Notice of Inactive Status during the year? [Applicable to Title 32 special districts only, pursuant to Sections 32-1-103 (9.3) and 32-1-104 (3), C.R.S.]

YES	NO	If Yes, date filed:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	

PART 1 - FINANCIAL STATEMENTS - BALANCE SHEET

* Indicate Name of Fund

NOTE: Attach additional sheets as necessary.

Line #	Description	Governmental Funds		Description	Proprietary/Fiduciary Funds	
		General	Capital Projects		Fund*	Fund*
Assets				Assets		
1-1	Cash & Cash Equivalents	\$ -	\$ -	Cash & Cash Equivalents	\$ -	\$ -
1-2	Investments	\$ -	\$ -	Investments	\$ -	\$ -
1-3	Receivables	\$ -	\$ -	Receivables	\$ -	\$ -
1-4	Due from Other Entities or Funds	\$ -	\$ -	Due from Other Entities or Funds	\$ -	\$ -
1-5	Property Tax Receivable	\$ -	\$ -	Other Current Assets [specify...]	\$ -	\$ -
	All Other Assets [specify...]				\$ -	\$ -
1-6	Prepaid insurance	\$ 7,593	\$ -	Total Current Assets	\$ -	\$ -
1-7	Cash with County Treasurer	\$ 11	\$ -	Capital Assets, net (from Part 6-4)	\$ -	\$ -
1-8		\$ -	\$ -	Other Long Term Assets [specify...]	\$ -	\$ -
1-9		\$ -	\$ -		\$ -	\$ -
1-10		\$ -	\$ -		\$ -	\$ -
1-11	(add lines 1-1 through 1-10) TOTAL ASSETS	\$ 7,604	\$ -	(add lines 1-1 through 1-10) TOTAL ASSETS	\$ -	\$ -
Deferred Outflows of Resources				Deferred Outflows of Resources		
1-12	[specify...]	\$ -	\$ -	[specify...]	\$ -	\$ -
1-13	[specify...]	\$ -	\$ -	[specify...]	\$ -	\$ -
1-14	(add lines 1-12 through 1-13) TOTAL DEFERRED OUTFLOWS	\$ -	\$ -	(add lines 1-12 through 1-13) TOTAL DEFERRED OUTFLOWS	\$ -	\$ -
1-15	TOTAL ASSETS AND DEFERRED OUTFLOWS	\$ 7,604	\$ -	TOTAL ASSETS AND DEFERRED OUTFLOWS	\$ -	\$ -
Liabilities				Liabilities		
1-16	Accounts Payable	\$ 26,454	\$ 4,352	Accounts Payable	\$ -	\$ -
1-17	Accrued Payroll and Related Liabilities	\$ -	\$ -	Accrued Payroll and Related Liabilities	\$ -	\$ -
1-18	Unearned Property Tax Revenue	\$ -	\$ -	Accrued Interest Payable	\$ -	\$ -
1-19	Due to Other Entities or Funds	\$ -	\$ -	Due to Other Entities or Funds	\$ -	\$ -
1-20	All Other Current Liabilities	\$ -	\$ -	All Other Current Liabilities	\$ -	\$ -
1-21	(add lines 1-16 through 1-20) TOTAL CURRENT LIABILITIES	\$ 26,454	\$ 4,352	(add lines 1-16 through 1-20) TOTAL CURRENT LIABILITIES	\$ -	\$ -
1-22	All Other Liabilities [specify...]	\$ -	\$ -	Proprietary Debt Outstanding (from Part 4-4)	\$ -	\$ -
1-23		\$ -	\$ -	Other Liabilities [specify...]:	\$ -	\$ -
1-24		\$ -	\$ -		\$ -	\$ -
1-25		\$ -	\$ -		\$ -	\$ -
1-26		\$ -	\$ -		\$ -	\$ -
1-27	(add lines 1-21 through 1-26) TOTAL LIABILITIES	\$ 26,454	\$ 4,352	(add lines 1-21 through 1-26) TOTAL LIABILITIES	\$ -	\$ -
Deferred Inflows of Resources				Deferred Inflows of Resources		
1-28	Deferred Property Taxes	\$ -	\$ -	Pension Related	\$ -	\$ -
1-29	Other [specify...]	\$ -	\$ -	Other [specify...]	\$ -	\$ -
1-30	(add lines 1-28 through 1-29) TOTAL DEFERRED INFLOWS	\$ -	\$ -	(add lines 1-28 through 1-29) TOTAL DEFERRED INFLOWS	\$ -	\$ -
Fund Balance				Net Position		
1-31	Nonspendable Prepaid	\$ -	\$ -	Net Investment in Capital Assets	\$ -	\$ -
1-32	Nonspendable Inventory	\$ -	\$ -			
1-33	Restricted [specify...]	\$ -	\$ -	Emergency Reserves	\$ -	\$ -
1-34	Committed [specify...]	\$ -	\$ -	Other Designations/Reserves	\$ -	\$ -
1-35	Assigned [specify...]	\$ -	\$ -	Restricted	\$ -	\$ -
1-36	Unassigned:	\$ (18,850)	\$ (4,352)	Undesignated/Unreserved/Unrestricted	\$ -	\$ -
1-37	Add lines 1-31 through 1-36 This total should be the same as line 3-33 TOTAL FUND BALANCE	\$ (18,850)	\$ (4,352)	Add lines 1-31 through 1-36 This total should be the same as line 3-33 TOTAL NET POSITION	\$ -	\$ -
1-38	Add lines 1-27, 1-30 and 1-37 This total should be the same as line 1-15 TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCE	\$ 7,604	\$ -	Add lines 1-27, 1-30 and 1-37 This total should be the same as line 1-15 TOTAL LIABILITIES, DEFERRED INFLOWS, AND NET POSITION	\$ -	\$ -

Please use this space to provide explanation of any items on this page

PART 2 - FINANCIAL STATEMENTS - OPERATING STATEMENT - REVENUES

Line #	Description	Governmental Funds		Description	Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
		General	Capital Projects		Fund*	Fund*	
Tax Revenue				Tax Revenue			
2-1	Property [include mills levied in Question 10-6]	\$ 1,649	\$ -	Property [include mills levied in Question 10-6]	\$ -	\$ -	
2-2	Specific Ownership	\$ 118	\$ -	Specific Ownership	\$ -	\$ -	
2-3	Sales and Use Tax	\$ -	\$ -	Sales and Use Tax	\$ -	\$ -	
2-4	Other Tax Revenue [specify...]:	\$ -	\$ -	Other Tax Revenue [specify...]:	\$ -	\$ -	
2-5		\$ -	\$ -		\$ -	\$ -	
2-6		\$ -	\$ -		\$ -	\$ -	
2-7		\$ -	\$ -		\$ -	\$ -	
2-8	Add lines 2-1 through 2-7 TOTAL TAX REVENUE	\$ 1,767	\$ -	Add lines 2-1 through 2-7 TOTAL TAX REVENUE	\$ -	\$ -	
2-9	Licenses and Permits	\$ -	\$ -	Licenses and Permits	\$ -	\$ -	
2-10	Highway Users Tax Funds (HUTF)	\$ -	\$ -	Highway Users Tax Funds (HUTF)	\$ -	\$ -	
2-11	Conservation Trust Funds (Lottery)	\$ -	\$ -	Conservation Trust Funds (Lottery)	\$ -	\$ -	
2-12	Community Development Block Grant	\$ -	\$ -	Community Development Block Grant	\$ -	\$ -	
2-13	Fire & Police Pension	\$ -	\$ -	Fire & Police Pension	\$ -	\$ -	
2-14	Grants	\$ -	\$ -	Grants	\$ -	\$ -	
2-15	Donations	\$ -	\$ -	Donations	\$ -	\$ -	
2-16	Charges for Sales and Services	\$ -	\$ -	Charges for Sales and Services	\$ -	\$ -	
2-17	Rental Income	\$ -	\$ -	Rental Income	\$ -	\$ -	
2-18	Fines and Forfeits	\$ -	\$ -	Fines and Forfeits	\$ -	\$ -	
2-19	Interest/Investment Income	\$ -	\$ -	Interest/Investment Income	\$ -	\$ -	
2-20	Tap Fees	\$ -	\$ -	Tap Fees	\$ -	\$ -	
2-21	Proceeds from Sale of Capital Assets	\$ -	\$ -	Proceeds from Sale of Capital Assets	\$ -	\$ -	
2-22	All Other [specify...]:	\$ -	\$ -	All Other [specify...]:	\$ -	\$ -	
2-23		\$ -	\$ -		\$ -	\$ -	
2-24	Add lines 2-8 through 2-23 TOTAL REVENUES	\$ 1,767	\$ -	Add lines 2-8 through 2-23 TOTAL REVENUES	\$ -	\$ -	
Other Financing Sources				Other Financing Sources			
2-25	Debt Proceeds	\$ -	\$ -	Debt Proceeds	\$ -	\$ -	
2-26	Developer Advances	\$ 63,418	\$ 18,385	Developer Advances	\$ -	\$ -	
2-27	Other: transfer from other Districts	\$ 3,119	\$ -	Other [specify...]:	\$ -	\$ -	
2-28	Add lines 2-25 through 2-27 TOTAL OTHER FINANCING SOURCES	\$ 66,537	\$ 18,385	Add lines 2-25 through 2-27 TOTAL OTHER FINANCING SOURCES	\$ -	\$ -	GRAND TOTALS
2-29	Add lines 2-24 and 2-28 TOTAL REVENUES AND OTHER FINANCING SOURCES	\$ 68,304	\$ 18,385	Add lines 2-24 and 2-28 TOTAL REVENUES AND OTHER FINANCING SOURCES	\$ -	\$ -	\$ 86,689

IF GRAND TOTAL REVENUES AND OTHER FINANCING SOURCES for all funds (Line 2-29) are GREATER than \$750,000 - STOP. You may not use this form. An audit may be required. See Section 29-1-604, C.R.S., or contact the OSA Local Government Division at (303) 869-3000 for assistance.

PART 3 - FINANCIAL STATEMENTS - OPERATING STATEMENT - EXPENDITURES/EXPENSES

Line #	Description	Governmental Funds		Description	Proprietary/Fiduciary Funds		Please use this space to provide explanation of any items on this page
		General	Capital Projects		Fund*	Fund*	
	Expenditures			Expenses			
3-1	General Government	\$ 91,449	\$ -	General Operating & Administrative	\$ -	\$ -	
3-2	Judicial	\$ -	\$ -	Salaries	\$ -	\$ -	
3-3	Law Enforcement	\$ -	\$ -	Payroll Taxes	\$ -	\$ -	
3-4	Fire	\$ -	\$ -	Contract Services	\$ -	\$ -	
3-5	Highways & Streets	\$ -	\$ -	Employee Benefits	\$ -	\$ -	
3-6	Solid Waste	\$ -	\$ -	Insurance	\$ -	\$ -	
3-7	Contributions to Fire & Police Pension Assoc.	\$ -	\$ -	Accounting and Legal Fees	\$ -	\$ -	
3-8	Health	\$ -	\$ -	Repair and Maintenance	\$ -	\$ -	
3-9	Culture and Recreation	\$ -	\$ -	Supplies	\$ -	\$ -	
3-10	Transfers to other districts	\$ -	\$ -	Utilities	\$ -	\$ -	
3-11	Other [specify...]:	\$ -	\$ -	Contributions to Fire & Police Pension Assoc.	\$ -	\$ -	
3-12		\$ -	\$ -	Other [specify...]	\$ -	\$ -	
3-13		\$ -	\$ -		\$ -	\$ -	
3-14	Capital Outlay	\$ -	\$ 23,796	Capital Outlay	\$ -	\$ -	
	Debt Service			Debt Service			
3-15	Principal (should match amount in 4-4)	\$ -	\$ -	Principal (should match amount in 4-4)	\$ -	\$ -	
3-16	Interest	\$ -	\$ -	Interest	\$ -	\$ -	
3-17	Bond Issuance Costs	\$ -	\$ -	Bond Issuance Costs	\$ -	\$ -	
3-18	Developer Principal Repayments	\$ -	\$ -	Developer Principal Repayments	\$ -	\$ -	
3-19	Developer Interest Repayments	\$ -	\$ -	Developer Interest Repayments	\$ -	\$ -	
3-20	All Other [specify...]:	\$ -	\$ -	All Other [specify...]:	\$ -	\$ -	
3-21		\$ -	\$ -		\$ -	\$ -	
3-22	Add lines 3-1 through 3-21	\$ 91,449	\$ 23,796	Add lines 3-1 through 3-21	\$ -	\$ -	
	TOTAL EXPENDITURES			TOTAL EXPENSES			GRAND TOTAL
3-23	Interfund Transfers (In)	\$ -	\$ (1,059)	Net Interfund Transfers (In) Out	\$ -	\$ -	\$ 115,245
3-24	Interfund Transfers Out	\$ 1,059	\$ -	Other [specify...][enter negative for expense]	\$ -	\$ -	
3-25	Other Expenditures (Revenues):	\$ -	\$ -	Depreciation	\$ -	\$ -	
3-26		\$ -	\$ -	Other Financing Sources (Uses) (from line 2-28)	\$ -	\$ -	
3-27		\$ -	\$ -	Capital Outlay (from line 3-14)	\$ -	\$ -	
3-28		\$ -	\$ -	Debt Principal (from line 3-15, 3-18)	\$ -	\$ -	
3-29	(Add lines 3-23 through 3-28)			(Line 3-27, plus line 3-28, less line 3-26, less line 3-25, plus line 3-24) TOTAL GAAP RECONCILING ITEMS	\$ -	\$ -	
	TOTAL TRANSFERS AND OTHER EXPENDITURES	\$ 1,059	\$ (1,059)		\$ -	\$ -	
3-30	Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures Line 2-29, less line 3-22, less line 3-29	\$ (24,204)	\$ (4,352)	Net Increase (Decrease) in Net Position Line 2-29, less line 3-22, plus line 3-29, less line 3-23	\$ -	\$ -	
3-31	Fund Balance, January 1 from December 31 prior year report	\$ 5,354	\$ -	Net Position, January 1 from December 31 prior year report	\$ -	\$ -	
3-32	Prior Period Adjustment (MUST explain)	\$ -	\$ -	Prior Period Adjustment (MUST explain)	\$ -	\$ -	
3-33	Fund Balance, December 31			Net Position, December 31			
	Sum of Lines 3-30, 3-31, and 3-32			Sum of Lines 3-30, 3-31, and 3-32			
	This total should be the same as line 1-37.	\$ (18,850)	\$ (4,352)	This total should be the same as line 1-37.	\$ -	\$ -	

IF GRAND TOTAL EXPENDITURES for all funds (Line 3-22) are GREATER than \$750,000 - STOP. You may not use this form. An audit may be required. See Section 29-1-604, C.R.S., or contact the OSA Local Government Division at (303) 869-3000 for assistance.

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

YES NO

Please use this space to provide any explanations or comments:

- 4-1 Does the entity have outstanding debt?
- 4-2 Is the debt repayment schedule attached? If no, MUST explain:
- 4-3 Is the entity current in its debt service payments? If no, MUST explain:

developer advances only with no established repayment schedule at this time.

4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)

	Outstanding at beginning of year*	Issued during year	Retired during year	Outstanding at year-end
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Leases	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ 135,040	\$ 81,803	\$ -	\$ 216,843
Other (specify):	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 135,040	\$ 81,803	\$ -	\$ 216,843

*must agree to prior year ending balance

Please answer the following questions by marking the appropriate boxes.

YES NO

- 4-5 Does the entity have any authorized, but unissued, debt [Section 29-1-605(2) C.R.S.]?
 If yes: How much? \$ 55,000,000
 Date the debt was authorized: 8/7/2018
- 4-6 Does the entity intend to issue debt within the next calendar year?
 If yes: How much? \$ -
- 4-7 Does the entity have debt that has been refinanced that it is still responsible for?
 If yes: What is the amount outstanding? \$ -

- 4-8 Does the entity have any lease agreements?
 If yes: What is being leased?
 What is the original date of the lease?
 Number of years of lease?
 Is the lease subject to annual appropriation?
 What are the annual lease payments? \$ -

PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

AMOUNT TOTAL

Please use this space to provide any explanations or comments:

5-1 YEAR-END Total of ALL Checking and Savings accounts	\$ -		
5-2 Certificates of deposit	\$ -		
TOTAL CASH DEPOSITS		\$ -	
Investments (if investment is a mutual fund, please list underlying investments):			
	\$ -		
	\$ -		
5-3	\$ -		
	\$ -		
TOTAL INVESTMENTS		\$ -	
TOTAL CASH AND INVESTMENTS		\$ -	

Please answer the following question by marking in the appropriate box

YES NO N/A

- 5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?
- 5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)? If no, MUST explain:

PART 6 - CAPITAL ASSETS

Please answer the following question by marking in the appropriate box		YES	NO	Please use this space to provide any explanations or comments:	
6-1	Does the entity have capitalized assets?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
6-2	Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.? If no, MUST explain:	<input type="checkbox"/>	<input type="checkbox"/>		
6-3	Complete the following Capital Assets table for GOVERNMENTAL FUNDS:				
		Balance - beginning of the year ¹	Additions ²	Deletions	Year-End Balance
Land		\$ -	\$ -	\$ -	\$ -
Buildings		\$ -	\$ -	\$ -	\$ -
Machinery and equipment		\$ -	\$ -	\$ -	\$ -
Furniture and fixtures		\$ -	\$ -	\$ -	\$ -
Infrastructure		\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)		\$ -	\$ -	\$ -	\$ -
Other (explain):		\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation (Enter a negative, or credit, balance)		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -
6-4	Complete the following Capital Assets table for PROPRIETARY FUNDS:				
		Balance - beginning of the year*	Additions	Deletions	Year-End Balance
Land		\$ -	\$ -	\$ -	\$ -
Buildings		\$ -	\$ -	\$ -	\$ -
Machinery and equipment		\$ -	\$ -	\$ -	\$ -
Furniture and fixtures		\$ -	\$ -	\$ -	\$ -
Infrastructure		\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)		\$ -	\$ -	\$ -	\$ -
Other (explain):		\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation (Enter a negative, or credit, balance)		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -

* Must agree to prior year-end balance
 - Generally capital asset additions should be reported at capital outlay on line 3-14 and capitalized in accordance with the government's capitalization policy. Please explain any discrepancy

PART 7 - PENSION INFORMATION

*		YES	NO	Please use this space to provide any explanations or comments:
7-1	Does the entity have an "old hire" firefighters' pension plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7-2	Does the entity have a volunteer firefighters' pension plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes:	Who administers the plan?	<input type="checkbox"/>	<input type="checkbox"/>	
Indicate the contributions from:				
Tax (property, SO, sales, etc.):		\$	-	
State contribution amount:		\$	-	
Other (gifts, donations, etc.):		\$	-	
TOTAL		\$	-	
What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?		\$	-	

PART 8 - BUDGET INFORMATION

Please answer the following question by marking in the appropriate box		YES	NO	N/A	Please use this space to provide any explanations or comments:
8-1	Did the entity file a current year budget with the Department of Local Affairs, in accordance with Section 29-1-113 C.R.S.? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8-2	Did the entity pass an appropriations resolution in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If yes: Please indicate the amount appropriated for each fund separately for the year reported					
Governmental/Proprietary Fund Name		Total Appropriations By Fund			
General		\$	194,077		
Capital Projects		\$	80,000		
		\$	-		
		\$	-		

PART 9 - TAX PAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box		YES	NO	Please use this space to provide any explanations or comments:
9-1	Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.				

PART 10 - GENERAL INFORMATION

Please answer the following question by marking in the appropriate box		YES	NO	Please use this space to provide any explanations or comments:	
10-1	Is this application for a newly formed governmental entity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If yes: Date of formation: <div style="border: 1px solid black; width: 150px; height: 30px; display: inline-block;"></div>					
10-2	Has the entity changed its name in the past or current year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If Yes: NEW name <div style="border: 1px solid black; width: 400px; height: 20px; display: inline-block;"></div>					
PRIOR name <div style="border: 1px solid black; width: 400px; height: 20px; display: inline-block;"></div>					
10-3	Is the entity a metropolitan district?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
10-4	Please indicate what services the entity provides:				
<div style="border: 1px solid black; padding: 2px;">street, traffic and safety, water, sanitation, parks & rec, public transportation, television relay</div>					
10-5	Does the entity have an agreement with another government to provide services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
If yes: List the name of the other governmental entity and the services provided: <div style="border: 1px solid black; padding: 2px;">Roam Metropolitan Districts No. 2 & 3 - financing of public improvements</div>					
10-6	Does the entity have a certified mill levy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
If yes: Please provide the number of <u>mills</u> levied for the year reported (do not enter \$ amounts):					
Bond Redemption mills		0.000			
General/Other mills		55.664			
Total mills		55.664			

Please use this space to provide any additional explanations or comments not previously included:

OSA USE ONLY

Entity Wide:		General Fund		Governmental Funds		Notes			
Unrestricted Cash & Investments	\$	-	Unrestricted Fund Balan	\$	(18,850)	Total Tax Revenue	\$	1,767	
Current Liabilities	\$	30,806	Total Fund Balance	\$	(18,850)	Revenue Paying Debt Service	\$	-	
Deferred Inflow	\$	-	PY Fund Balance	\$	5,354	Total Revenue	\$	86,689	
			Total Revenue	\$	68,304	Total Debt Service Principal	\$	-	
			Total Expenditures	\$	91,449	Total Debt Service Interest	\$	-	
			Interfund In	\$	-				
			Interfund Out	\$	1,059				
Governmental			Proprietary			Enterprise Funds			
Total Cash & Investments	\$	-	Current Assets	\$	-	Net Position	\$	-	
Transfers In	\$	-	Deferred Outflow	\$	-	PY Net Position	\$	-	
Transfers Out	\$	-	Current Liabilities	\$	-	Government-Wide			
Property Tax	\$	1,649	Deferred Inflow	\$	-	Total Outstanding Debt	\$	216,843	
Debt Service Principal	\$	-	Cash & Investments	\$	-	Authorized but Unissued	\$	55,000,000	
Total Expenditures	\$	115,245	Principal Expense	\$	-	Year Authorized		8/7/2018	
Total Developer Advances	\$	-							
Total Developer Repayments	\$	-							

PART 12 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box

YES **NO**

12-1 If you plan to submit this form electronically, have you read the new Electronic Signature Policy?

Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedures

Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
 - a. Include a copy of an adopted resolution that documents formal approval by the Board, or
 - b. Include electronic signatures obtained through a software program such as DocuSign or Echosign in accordance with the requirements noted above.

Below is the certification and approval of the governing body. By signing, each individual member is certifying they are a duly elected or appointed officer of the local government. Governing members may be verified. Also by signing, the individual member certifies that this Application for Exemption from Audit has been prepared consistent with Section 29-1-604, C.R.S., which states that a governmental agency with revenue and expenditures of \$750,000 or less must have an application prepared by an independent accountant with knowledge of governmental accounting; completed to the best of their knowledge and is accurate and true. Use additional pages if needed.

Print the names of ALL members of the governing body below.

A MAJORITY of the members of the governing body must complete and sign in the column below.

	Full Name	
1	Chip Besse	I, Chip Besse, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: May 2022
2	Jolene Larson	I, Jolene Larson, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: May 2022
3	Robert Cyman	I, Robert Cyman, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: May 2022
4	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
5	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
6	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
7	Full Name	I, _____, attest that I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____

EXAMPLE - DO NOT FILL OUT THIS PAGE

This sample resolution/ordinance for exemption from audit is provided as an example of the documentation that is required, the wording may be used as a basis for your own local government document, if needed, however you MUST draft your own ordinance or resolution making any changes where applicable. Legal counsel should be consulted regarding any questions.

RESOLUTION/ORDINANCE FOR EXEMPTION FROM AUDIT

(Pursuant to Section 29-1-604, C.R.S.)

A RESOLUTION/ORDINANCE APPROVING AN EXEMPTION FROM AUDIT FOR YEAR 20XX FOR THE (name of government), STATE OF COLORADO.

WHEREAS, the (governing body) of (name of government) wishes to claim exemption from the audit requirements of Section 29-1-603, C.R.S.; and

WHEREAS, Section 29-1-604, C.R.S., states that any local government where neither revenues nor expenditures exceed seven hundred and fifty thousand dollars may, with the approval of the State Auditor, be exempt from the provision of Section 29-1-603, C.R.S.; and

[Choose 1 or 2 below, whichever is applicable]

(1) WHEREAS, neither revenue nor expenditures for (name of government) exceeded \$100,000 for Year 20XX; and

WHEREAS, an application for exemption from audit for (name of government) has been prepared by (name of individual), a person skilled in governmental accounting; and

OR

(2) WHEREAS, neither revenues nor expenditures for (name of government) exceeded \$750,000 for Year 20XX; and

WHEREAS, an application for exemption from audit for (name of government) has been prepared by (name of individual or firm), an independent accountant with knowledge of governmental accounting; and

WHEREAS, said application for exemption from audit has been completed in accordance with regulations, issued by the State Auditor.

NOW THEREFORE, be it resolved/ordained by the (governing body) of the (name of government) that the application for exemption from audit for (name of government) for the year ended _____, 20XX, has been personally reviewed and is hereby approved by a majority of the (governing body) of the (name of government); that those members of the (governing body) have signified their approval by signing below; and that this resolution shall be attached to, and shall become a part of, the application for exemption from audit of the (name of government) for the year ended _____, 20XX.

ADOPTED THIS ___ day of _____, A.D. 20XX.

Mayor/President/Chairman, etc.

ATTEST:

Town Clerk, Secretary, etc.

Type or Print Names of Members of Governing Body	Date Term Expires	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

IF EITHER REVENUES OR EXPENDITURES EXCEED \$100,000, USE THE LONG FORM.

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$750,000 in the year.

EXEMPTIONS FROM AUDIT ARE NOT AUTOMATIC

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit EACH YEAR and submit it to the Office of the State Auditor (OSA).

Any preparer of an Application for Exemption from Audit-SHORT FORM must be a person skilled in governmental accounting.

Approval for an exemption from audit is granted only upon the review by the OSA.

READ ALL INSTRUCTIONS BEFORE COMPLETING AND SUBMITTING THIS FORM

ALL APPLICATIONS MUST BE FILED WITH THE OSA WITHIN 3 MONTHS AFTER THE ACCOUNTING YEAR-END.

FOR EXAMPLE, APPLICATIONS MUST BE RECEIVED BY THE OSA ON OR BEFORE MARCH 31 FOR GOVERNMENTS WITH A DECEMBER 31 YEAR-END.

GOVERNMENTAL ACTIVITY SHOULD BE REPORTED ON THE MODIFIED ACCRUAL BASIS
PROPRIETARY ACTIVITY SHOULD BE REPORTED ON A BUDGETARY BASIS

POSTMARK DATES WILL NOT BE ACCEPTED AS PROOF OF SUBMISSION ON OR BEFORE THE STATUTORY DEADLINE

PRIOR YEAR FORMS ARE OBSOLETE AND WILL NOT BE ACCEPTED. FOR YOUR REFERENCE, COLORADO REVISED STATUTES CAN BE FOUND AT:

APPLICATIONS SUBMITTED ON FORMS OTHER THAN THOSE PRESCRIBED BY THE OSA WILL NOT BE ACCEPTED.

<http://www.lexisnexis.com/hottopics/Colorado/>

APPLICATIONS MUST BE FULLY AND ACCURATELY COMPLETED.

CHECKLIST

- Has the preparer signed the application?
- Has the entity corrected all Prior Year Deficiencies as communicated by the OSA?
- Has the application been PERSONALLY reviewed and approved by the governing body?
- Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?
- Will this application be submitted electronically?
 - If yes, have you read and understand the new Electronic Signature Policy? See new policy -> [here](#)
- or--
- If yes, have you included a resolution?
 - Does the resolution state that the governing body PERSONALLY reviewed and approved the resolution in an open public meeting?
 - Has the resolution been signed by a MAJORITY of the governing body? (See sample resolution.)
- Will this application be submitted via a mail service? (e.g. US Post Office, FedEx, UPS, courier.)
 - If yes, does the application include ORIGINAL INK SIGNATURES from the MAJORITY of the governing body?

FILING METHODS

NEW METHOD! Register and submit your Applications at our new portal!

WEB PORTAL: <https://apps.leg.co.gov/osa/lg>

MAIL: Office of the State Auditor
Local Government Audit Division
1525 Sherman St., 7th Floor
Denver, CO 80203

QUESTIONS? Email: osa.lg@state.co.us OR Phone: 303-869-3000

IMPORTANT!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the Modified Accrual Basis

Proprietary Activity should be reported on the Cash or Budgetary Basis

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year.

In that event, AN AUDIT SHALL BE REQUIRED.

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT
ADDRESS

Roam Metropolitan District No. 3
c/o Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228-1898
James H. Ruthven
303-987-0835
jruthven@sdmsi.com

For the Year Ended
12/31/21
or fiscal year ended:

CONTACT PERSON
PHONE
EMAIL
FAX

PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

NAME:
TITLE
FIRM NAME (if applicable)
ADDRESS
PHONE
DATE PREPARED

James H. Ruthven
Director of Finance
Special District Management Services, Inc.
141 Union Blvd., Suite 150, Lakewood, CO 80228-1898
303-987-0835
3/8/2022

PREPARER (SIGNATURE REQUIRED)

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types	GOVERNMENTAL <small>(MODIFIED ACCRUAL BASIS)</small>	PROPRIETARY <small>(CASH OR BUDGETARY BASIS)</small>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PART 2 - REVENUE

REVENUE: All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ 57	
2-2	Specific ownership	\$ 4	
2-3	Sales and use	\$ -	
2-4	Other (specify):	\$ -	
2-5	Licenses and permits	\$ -	
2-6	Intergovernmental: Grants	\$ -	
2-7	Conservation Trust Funds (Lottery)	\$ -	
2-8	Highway Users Tax Funds (HUTF)	\$ -	
2-9	Other (specify):	\$ -	
2-10	Charges for services	\$ -	
2-11	Fines and forfeits	\$ -	
2-12	Special assessments	\$ -	
2-13	Investment income	\$ -	
2-14	Charges for utility services	\$ -	
2-15	Debt proceeds (should agree with line 4-4, column 2)	\$ -	
2-16	Lease proceeds	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE	\$ 61	

PART 3 - EXPENDITURES/EXPENSES

EXPENDITURES: All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ -	
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ -	
3-7	Accounting and legal fees	\$ -	
3-8	Repair and maintenance	\$ -	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ -	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Capital outlay	\$ -	
3-15	Utility operations	\$ -	
3-16	Culture and recreation	\$ -	
3-17	Debt service principal (should agree with Part 4)	\$ -	
3-18	Debt service interest	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
3-21	Contribution to pension plan (should agree to line 7-2)	\$ -	
3-22	Contribution to Fire & Police Pension Assoc. (should agree to line 7-2)	\$ -	
3-23	Other (specify):		
3-24	Treasurer's fees	\$ 3	
3-25	Transfer to other District	\$ 58	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES	\$ 61	

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

	Yes	No		
4-1 Does the entity have outstanding debt? If Yes, please attach a copy of the entity's Debt Repayment Schedule.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-2 Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">n/a</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-3 Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">n/a</div>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)				
	Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Leases	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ -	\$ -	\$ -	\$ -
Other (specify):	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

*must tie to prior year ending balance

	Yes	No
4-5 Does the entity have any authorized, but unissued, debt? If yes: How much? \$ 55,000,000.00 Date the debt was authorized: 8/7/2018	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4-6 Does the entity intend to issue debt within the next calendar year? If yes: How much? \$ -	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-7 Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding? \$ -	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-8 Does the entity have any lease agreements? If yes: What is being leased? What is the original date of the lease? Number of years of lease? Is the lease subject to annual appropriation? What are the annual lease payments? \$ -	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please use this space to provide any explanations or comments:

PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

	Amount	Total
5-1 YEAR-END Total of ALL Checking and Savings Accounts	\$ -	
5-2 Certificates of deposit	\$ -	
Total Cash Deposits		\$ -
Investments (if investment is a mutual fund, please list underlying investments):		
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Total Investments		\$ -
Total Cash and Investments		\$ -

Please answer the following questions by marking in the appropriate boxes

	Yes	No	N/A
5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If no, MUST use this space to provide any explanations:

PART 6 - CAPITAL ASSETS

Please answer the following questions by marking in the appropriate boxes.

Yes No

- 6-1 Does the entity have capital assets? Yes No
- 6-2 Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.,? If no, MUST explain: Yes No

6-3 Complete the following capital assets table:

	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

Please use this space to provide any explanations or comments:

PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes No

- 7-1 Does the entity have an "old hire" firefighters' pension plan? Yes No
- 7-2 Does the entity have a volunteer firefighters' pension plan? Yes No
- If yes: Who administers the plan?

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
TOTAL	\$ -
What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?	\$ -

Please use this space to provide any explanations or comments:

PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes No N/A

- 8-1 Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.? Yes No N/A
-
- 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain: Yes No N/A

If yes: Please indicate the amount budgeted for each fund for the year reported:

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General	\$ 60

PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box

Yes No

9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.

If no, MUST explain:

PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes No

10-1 Is this application for a newly formed governmental entity?

If yes: **Date of formation:**

10-2 Has the entity changed its name in the past or current year?

If yes: **Please list the NEW name & PRIOR name:**

10-3 Is the entity a metropolitan district?

Please indicate what services the entity provides:

street, traffic & safety, water, sanitation, parks & rec, public transportation, television relay

10-4 Does the entity have an agreement with another government to provide services?

If yes: **List the name of the other governmental entity and the services provided:**
 Roam Metropolitan Districts No. 1 & 2 - financing public improvements

10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

If yes: **Date Filed:**

10-6 Does the entity have a certified Mill Levy?

If yes: **Please provide the following mills levied for the year reported (do not report \$ amounts):**

Bond Redemption mills	-
General/Other mills	55.664
Total mills	55.664

Please use this space to provide any explanations or comments:

PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box		YES	NO
12-1	If you plan to submit this form electronically, have you read the new Electronic Signature Policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure

Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
 - a. Include a copy of an adopted resolution that documents formal approval by the Board, **or**
 - b. Include electronic signatures obtained through a software program such as DocuSign or Echosign in accordance with the requirements noted above.

Print the names of ALL members of current governing body below. Print Board Member's Name		A <u>MAJORITY</u> of the members of the governing body must complete and sign in the column below.
Board Member 1	Chip Besse	I, Chip Besse , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: May 2022
Board Member 2	Jolene Larson	I, Jolene Larson , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: May 2022
Board Member 3	Robert Cyman	I, Robert Cyman , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: May 2022
Board Member 4		I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
Board Member 5		I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
Board Member 6		I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
Board Member 7		I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____

EXAMPLE - DO NOT FILL OUT THIS PAGE

This sample resolution/ordinance for exemption from audit is provided as an example of the documentation that is required. The wording may be used as a basis for your own local government document, if needed; however you MUST draft your own ordinance or resolution making any changes where applicable. Legal counsel should be consulted regarding any questions.

RESOLUTION/ORDINANCE FOR EXEMPTION FROM AUDIT

(Pursuant to Section 29-1-604, C.R.S.)

A RESOLUTION/ORDINANCE APPROVING AN EXEMPTION FROM AUDIT FOR FISCAL YEAR 20XX FOR THE **(name of government)**, STATE OF COLORADO.

WHEREAS, the **(governing body)** of **(name of government)** wishes to claim exemption from the audit requirements of Section 29-1-603, C.R.S.; and

WHEREAS, Section 29-1-604, C.R.S., states that any local government where neither revenues nor expenditures exceed seven hundred and fifty thousand dollars may, with the approval of the State Auditor, be exempt from the provision of Section 29-1-603, C.R.S.; and

[Choose 1 or 2 below, whichever is applicable]

(1) WHEREAS, neither revenue nor expenditures for **(name of government)** exceeded \$100,000 for Fiscal Year 20XX; and

WHEREAS, an application for exemption from audit for **(name of government)** has been prepared by **(name of individual)**, a person skilled in governmental accounting; and

OR

(2) WHEREAS, neither revenues nor expenditures for **(name of government)** exceeded \$750,000 for Fiscal Year 20XX; and

WHEREAS, an application for exemption from audit for **(name of government)** has been prepared by **(name of individual or firm)**, an independent accountant with knowledge of governmental accounting; and

WHEREAS, said application for exemption from audit has been completed in accordance with regulations, issued by the State Auditor.

NOW THEREFORE, be it resolved/ordained by the **(governing body)** of the **(name of government)** that the application for exemption from audit for **(name of government)** for the Fiscal Year ended _____, 20XX, has been personally reviewed and is hereby approved by a majority of the **(governing body)** of the **(name of government)**; that those members of the **(governing body)** have signified their approval by signing below; and that this resolution shall be attached to, and shall become a part of, the application for exemption from audit of the **(name of government)** for the fiscal year ended _____, 20XX.

ADOPTED THIS ___ day of _____, A.D. 20XX.

EXAMPLE - DO NOT FILL OUT THIS PAGE

Mayor/President/Chairman, etc.

ATTEST:

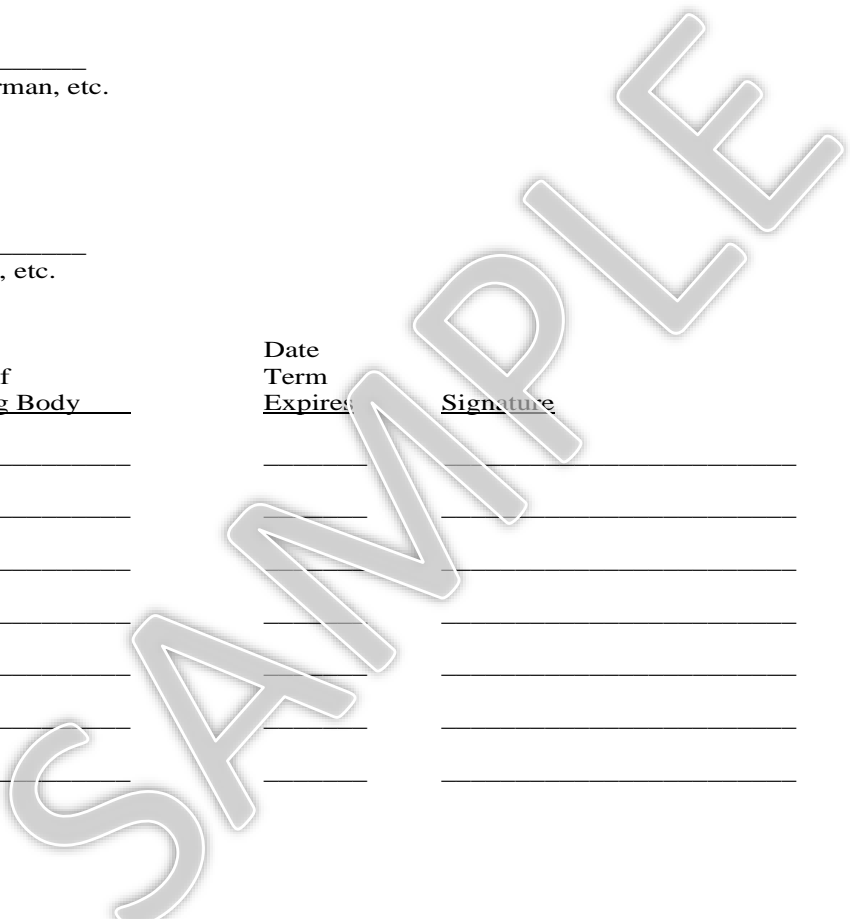
Town Clerk, Secretary, etc.

Type or Print Names of
Members of Governing Body

Date
Term
Expires

Signature

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



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

This Work Order is made and entered into this ____ day of _____, 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 ____ day of _____, 2022.

ROAM METROPOLITAN DISTRICT NO. 1

By: _____

Its: _____

**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%

DEVELOPER FUNDING AGREEMENT

THIS DEVELOPER FUNDING AGREEMENT (“Agreement”) is made and entered into as of this 19th day of January, 2022, by and among ROAM METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), FRASER RIVER DEVELOPMENT CO LLC, a Colorado limited liability company (“FRDC”), and Riverside WP, LLC, a Colorado limited liability company (“Riverside,” and together with FRDC, the “Developers”). The District, FRDC, and Riverside are each individually a “Party” and are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District has entered into that an Agreement Between Roam Metropolitan District No. 1 and Mountain States Snowcats; Unit Price, last signed October 12, 2021 (the “Construction Contract”) for the construction and installation of improvements for the Roam Cabins, Phase I (the “Project”) with Mountain States Snowcats, Inc. (the “Contractor”);

WHEREAS, the Construction Contract will aid the District and Developers’ construction and installation of certain infrastructure and improvements within the 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 FRDC dated June 4, 2019, approved by Resolution No. 1699, Series of 2019 (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 Riverside will fund any portions of the Project the District’s independent engineer certifies as Developers’ cost obligations 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 and Grant. Upon execution of this Agreement, Riverside agrees to pay the District in immediately available funds the amount of Twenty-Eight Thousand Two Hundred Sixty-Nine Dollars (\$28,269.000) comprising the Developers’ expenses related to the Construction Contract (the “Initial Developer Funds”), as evidenced by the District independent engineer’s certification of expenses attached hereto as **Exhibit A**. 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 the Developers’ cost obligations related to the Construction Contract, including 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").

The Developers grant the District, its contractors, subcontractors, assigns, and agents a non-exclusive temporary construction easement on, over, under, through, and across the real property underlying the Project as reflected in the following Construction Contract plans: Roam Cabins – Phase I South Lots Construction Plans (certified by Core Consultants Inc. on September 28, 2021), for the purpose of conducting the Construction Contract work and carrying out the Construction Contract and for reasonable access, ingress, and egress necessary to accomplish the foregoing. The term of this temporary construction easement shall be effective until final acceptance of all the Project public Improvements by the District, Town of Winter Park, and any other public entity to whom the Project public Improvements will be dedicated.

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 Developers for review and approval of the adjusted Developer Cost Obligations. Prior to the execution of the change order, Riverside 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 independent engineer and Project engineer, L.T.D. Engineering, 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 Riverside has paid to the District pursuant to this Agreement, the District will return any outstanding Developer Funds on deposit with the District to Riverside, without interest, within sixty (60) days of the District's payment of the final Construction Contract invoice to the Contractor. Upon final acceptance of the Improvements, the District shall have no legal interest in the Improvements funded with Developer Funding pursuant to this Agreement. The District is administering the Construction Contract as a convenience and cost savings for the 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 of Winter Park or another appropriate public entity), and the private Improvements funded by Riverside shall be the property of Riverside. The District will provide copies of any as-built drawings for Improvements not eligible for District funding to the Developers showing the dimensions and locations of those private Improvements.

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, Riverside 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 granted to the District in Section 1 hereof.

7. 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 FRDC: Fraser River Development Co LLC
1500 Wynkoop Street, Suite 200
Denver, CO 80202
Attn: Bob Fanch

With a copy to: Otten Johnson Robinson Neff + Ragonetti PC
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Allison P. Altaras

To Riverside: Riverside WP, LLC
1500 Wynkoop Street, Suite 200
Denver, CO 80202
Attn: Bob Fanch

With a copy to: Otten Johnson Robinson Neff + Ragonetti PC
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Allison P. Altaras

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.

8. 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.

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

ROAM METROPOLITAN
DISTRICT NO. 1

Designed by:
Chip Besse
2BA69630C3F2401...

By: Chip Besse

Its: President

FRASER RIVER DEVELOPMENT CO
LLC

DocuSigned by:

BOB FANCH

A098FB9CA776416...

By: Robert Fanch

Its: Manager

RIVERSIDE WP, LLC

DocuSigned by:

BOB FANCH

A096FB9CA776416...

By: Robert Fanch

Its: Manager

EXHIBIT A

Initial Developer Funds

**ROAM METROPOLITAN DISTRICT
CABINS PHASE 1
Contract Breakout**

Mountain States Snowcats
PO Box 1134
Torrington, WY 82240

VOUCHER FORM

Cost Category	District - Public Amount	Private Amount	Total	Note
Sanitary Sewer	\$54,205.00	\$0.00	\$54,205.00	
Water	\$40,860.00	\$0.00	\$40,860.00	
Street Improvements	\$134,153.05	\$0.00	\$134,153.05	
Traffic and Safety	\$2,340.00	\$0.00	\$2,340.00	
Parks & Recreation	\$9,133.71	\$0.00	\$9,133.71	
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	
Private	\$0.00	\$28,269.00	\$28,269.00	
Subtotal	\$240,691.75	\$28,269.00	\$268,960.75	
Retainage	\$0.00	\$0.00	\$0.00	
Total	\$240,691.75	\$28,269.00	\$268,960.75	

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

A RESOLUTION APPROVING THE FIRST AMENDMENT TO AMENDED AND RESTATED 2020 FUNDING AND REIMBURSEMENT AGREEMENT BETWEEN THE DISTRICT AND FRASER RIVER DEVELOPMENT CO., LLC, AND IN CONNECTION THEREWITH, AUTHORIZING THE REFUNDING OF AN EXISTING SUBORDINATE NOTE AND THE ISSUANCE OF A NEW SUBORDINATE NOTE TO EVIDENCE THE DISTRICT'S REIMBURSEMENT OBLIGATION TO FRASER RIVER DEVELOPMENT CO., LLC

WHEREAS, on December 31, 2021, Roam Metropolitan District No. 1 (the "District") and Fraser River Development Co., LLC ("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 "Agreement"); and

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

WHEREAS, in a connection with the Agreement and to evidence the District's reimbursement obligation to Fraser River, the District issued a Subordinate Note to Fraser River, dated December 31, 2021, in an amount not to exceed the Maximum Principal Amount, with a maturity date of December 20, 2059 (the "Note"); and

WHEREAS, the District has determined that the Maximum Principal Amount to be received from Fraser River will be insufficient to pay for all Operation Costs during fiscal year 2022, and has requested from Fraser River an increase in the Maximum Principal Amount to be advanced to the District; and

WHEREAS, Fraser River is willing to increase the Maximum Principal Amount of total funds to be advanced to the District to Three Hundred Seventy-Five Thousand Dollars (\$375,000); 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 District and Fraser River have negotiated, and desire to enter into, a "First Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement," as attached hereto as Exhibit A and incorporated herein by reference (the "First Amendment"), for the purpose of increasing the Maximum Principal Amount; 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 existing Subordinate 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, except as otherwise amended; and

WHEREAS, the District desires to refund the Note and issue a new Subordinate Note, as attached hereto as Exhibit B and incorporated herein by reference (“2022 Note”), to Fraser River, as provided in the First Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NO. 1 AS FOLLOWS:

1. The Board of Directors hereby approves the “First Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement” attached hereto as Exhibit A, and authorizes the District’s President to execute the same.
2. The Board of Directors hereby authorizes the issuance of the 2022 Note, as attached hereto as Exhibit B, and 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.

(Remainder of Page Intentionally Left Blank.)

ADOPTED AND APPROVED THIS 25th DAY OF MARCH, 2022.

ROAM METROPOLITAN DISTRICT NO. 1

By: Chip Besse, President

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

EXHIBIT A
(To Resolution)

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

**FIRST AMENDMENT TO AMEDNED AND RESTATED
2020 FUNDING AND REIMBURSEMENT AGREEMENT**

This FIRST AMENDMENT TO AMENDED AND RESTATED 2020 FUNDING AND REIMBURSEMENT AGREEMENT (the “First Amendment”) is made and entered into as of this 25th day of March, 2022 (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, 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 “Agreement”); and

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

WHEREAS, in a connection with the Agreement and to evidence the District’s reimbursement obligation to Fraser River, the District issued a Subordinate Note to Fraser River, dated December 31, 2021, in an amount not to exceed the Maximum Principal Amount, with a maturity date of December 20, 2059 (the “Note”); and

WHEREAS, the District has determined that the Maximum Principal Amount to be received from Fraser River will be insufficient to pay for all Operation Costs during fiscal year 2022, and has requested from Fraser River an increase in the Maximum Principal Amount to be advanced to the District; and

WHEREAS, Fraser River is willing to increase the Maximum Principal Amount of total funds to be advanced to the District to Three Hundred Seventy-Five Thousand Dollars (\$375,000); 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 District and Fraser River desire to enter into this First Amendment for the purpose of increasing the Maximum Principal Amount and any other provisions related thereto; 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 existing Subordinate 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, except as otherwise amended.

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:

COVENANTS AND AGREEMENTS

1. Maximum Principal Amount. The District and Fraser River hereby increase the “Maximum Principal Amount” set forth in Paragraph 1 of the Agreement to Three Hundred Seventy-Five Thousand Dollars (\$375,000) (the “Modified Maximum Principal Amount”), which amount constitutes the maximum amount that may be advanced or expended pursuant to the terms of the Agreement. All references to the “Maximum Principal Amount” in the Agreement shall mean the Modified Maximum Principal Amount set forth in this Paragraph 1 of the First Amendment.

2. Issuance of Subordinate Note. Pursuant to Paragraph 5.A. of the Agreement and as of the Effective Date of this First Amendment, the District shall refund the Note and issue a new Subordinate Note to Fraser River, substantially in the form as attached hereto as Exhibit A (the “2022 Note”), in an amount not to exceed the Modified Maximum Principal Amount. The 2022 Note shall be issued pursuant to, and shall be subject to, all terms and provisions set forth in the Agreement for a “Subordinate Note.”

3. Severability. If any clause or provision of this First 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 Agreement as a whole, but shall be severed herefrom, leaving the remaining First Amendment intact and enforceable.

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

5. Integration. Except as otherwise amended herein, the terms and conditions of the Agreement remain in full force and effect. The Agreement, First Amendment and the 2022 Note issued hereunder, constitutes and represents the entire, integrated agreement between the District and Fraser River with respect to the matters set forth herein and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to those matters, whether written or oral, including the Prior Agreement. This First Amendment shall become effective upon the Effective Date.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

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

ROAM METROPOLITAN DISTRICT NO. 1

By: Chip Besse, President

FRASER RIVER DEVELOPMENT CO LLC

By: _____
Its: President _____

EXHIBIT A

(To First Amendment to Amended and Restated 2020 Funding and Reimbursement Agreement)

FORM OF PROMISSORY NOTE

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

PRINCIPAL AMOUNT: Up To Three Hundred Seventy-Five Thousand Dollars (\$375,000)

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: March 25, 2022

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

MATURITY DATE: December 20, 2059

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 (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 31, 2021.

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 PROMISSORY NOTE

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

PRINCIPAL AMOUNT: Up To Three Hundred Seventy-Five Thousand Dollars (\$375,000)

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: March 25, 2022

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

MATURITY DATE: December 20, 2059

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 (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 31, 2021.

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: Chip Besse, President, President

SCHEDULE A