

# ROAM METROPOLITAN DISTRICT NOS. 1, 2 & 3

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Lakewood, Colorado 80228-1898  
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## NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Eric Mason	President	2022/May 2022
Melinda Besse	Vice President	2022/May 2022
Suzanne Fanch	Treasurer/Secretary	2022/May 2022
<i>VACANT</i>		2020/May 2020
<i>VACANT</i>		2020/May 2020

DATE:            September 12, 2019

TIME:            9:00 a.m.

PLACE:           Green Spaces Location in Winter Park  
78311 U.S. Highway 40, Building G  
Winter Park, Colorado 80482

### 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. Review and approve the Minutes of the December 21, 2018 Organizational Meeting (enclosure).  
\_\_\_\_\_
- D. Ratify approval of Management Agreement with Special District Management Services, Inc. ("SDMS").  
\_\_\_\_\_

### II. FINANCIAL MATTERS

- A. Discuss process for approval of claims on a monthly basis.  
\_\_\_\_\_
- B. Discuss process for preparation of periodic financial statements.  
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- C. Consider authorizing SDMS to open a checking account with FirstBank. Acknowledge Banking Relationship between the District, FirstBank and SDMS.  
\_\_\_\_\_

- D. Authorize signatories on checking account.  

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- E. Consider appointment of District Accountant to prepare the 2020 Budget and set date for public hearing to adopt the 2020 Budget.  

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- F. Conduct Public Hearing on the proposed 2018 Budget and consider adoption of Resolution to Adopt the 2018 Budget and Appropriate Sums of Money (enclosures – draft 2018 Budgets and resolutions).  

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- G. Review and authorize execution of Applications for Exemption from Audit for 2018 (enclosures - copy of applications).  

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- H. Discuss preparation of Applications for Exemption from Audit for 2019.  

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III. LEGAL MATTERS

- A. Public Hearing on Petition to Include Real Property to Roam Metropolitan District No. 1 submitted by Front Range Development Company, LLC.  

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- B. Consider Resolution Approving Inclusion of Real Property to Roam Metropolitan District No. 1 (enclosure).  

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- C. Public Hearing on Petition to Include Real Property to Roam Metropolitan District No. 2 submitted by Front Range Development Company, LLC.  

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- D. Consider Resolution Approving Inclusion of Real Property to Roam Metropolitan District No. 2 (enclosure).  

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- E. Discuss recent legislation regarding posting meeting notices and establishment of a website.
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1. Review and consider approval of Amended and Restated Meeting Resolution, Resolution No. 2019-09-\_\_\_, Establishing Website and 24-Hour Posting Location (enclosure).
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2. Discuss and consider approval of an Eligible Government Entity Agreement with the Statewide Internet Portal Authority (enclosure).
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IV. CAPITAL PROJECTS

- A. Ratify approval of a Master Services Agreement with Independent District Engineering Services, LLC for Cost Certification Services (enclosure).
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V. OTHER MATTERS

- A. Discuss rescheduling the September 27, 2019 regular meeting.
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VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR SEPTEMBER 27, 2019.**

# RECORD OF PROCEEDINGS

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## MINUTES OF THE ORGANIZATIONAL MEETING OF THE BOARDS OF DIRECTORS OF

### ROAM METROPOLITAN DISTRICTS NOS. 1 – 3

HELD  
DECEMBER 21, 2018

The Boards of Directors of the Roam Metropolitan Districts Nos. 1 – 3 held an organizational meeting, open to the public, at The Real Estate Company, 78331 US Highway 40, Suite 300, Winter Park, CO 80482 at 11:00 a.m. on Friday, December 21, 2018. Notice of the meeting has been duly posted with the Grand County Clerk and Recorder and in three public places within the boundaries of each District.

ATTENDANCE:

Directors in Attendance:

Eric Mason, President (via teleconference)  
Melinda Besse, Vice President (via teleconference)  
Suzanne Fanch, Secretary/Treasurer (via teleconference)

Also in Attendance Were:

Alan Pogue, Esq. and Stacie Pacheco, Icenogle Seaver Pogue, P.C. (via teleconference); Jeff Vogel, Vogel and Associates (via teleconference); Chip Besse (via teleconference); Robert Fanch (via teleconference)

CALL TO ORDER

The meeting was called to order at 11:02 a.m. by Mr. Pogue, noting that a quorum was present. The Directors in attendance confirmed their qualifications to serve.

QUALIFICATION OF  
BOARD MEMBERS/  
OATHS OF OFFICE AND  
BONDS

Mr. Pogue discussed the process of qualifying Board members, affirmed that Oaths of Office had been administered and filed per Colorado law, and confirmed that public official position schedule bonds had been obtained for the Directors and Treasurer of each District, as required by law, and filed with the District Court and Division of Local Government.

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.

## RECORD OF PROCEEDINGS

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CONFLICT OF  
INTEREST DISCLOSURE

Mr. Pogue further discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board 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 Mr. Pogue that disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors.

AGENDA/  
LOCATION OF  
MEETING/  
POSTING MEETING  
NOTICES/QUORUM

The Boards reviewed the agenda. Upon motion duly made by Director Mason, seconded by Director Fanch, and upon vote, unanimously carried, it was

**RESOLVED** to approve the agenda, as presented.

Mr. Pogue affirmed that notice of the meeting had been posted at three locations within the boundaries of each District and with the Town of Winter Park and the Grand County Clerk and Recorder.

Mr. Pogue confirmed that a quorum was present with three of three Board members in attendance.

APPOINTMENT OF  
OFFICERS

Mr. Pogue discussed the duties of the Boards and the offices of President, Secretary and Treasurer. Upon motion duly made by Director Mason, seconded by Director Besse and, upon vote, unanimously carried, the officers of each District were elected and approved as follows:

Eric Mason – President  
Melinda Besse – Vice President  
Suzanne Fanch – Secretary and Treasurer

INDEMNIFICATION  
RESOLUTION

Mr. Pogue presented each Board with a Resolution Providing for the Defense and Indemnification of Directors, Officers and Employees of the District. Following discussion, upon motion duly made by Director Mason, seconded by Director Besse and, upon vote, unanimously carried, it was

**RESOLVED** by each District Board to adopt the Resolution

## RECORD OF PROCEEDINGS

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Providing for the Defense and Indemnification of Directors, Officers and Employees of the District.

### DIRECTORS FEES

Mr. Pogue discussed with the Boards the payment of Director's fees. Following discussion, the Boards opted not to accept Director's fees as compensation at this time.

### ORGANIZATIONAL RESOLUTION

Mr. Pogue presented to the Boards an Organizational Matters Resolution designating the applicable parties to perform certain administrative obligations during the calendar year to comply with certain statutory requirements and to assure the efficient operations of the Districts. Following discussion, upon motion duly made by Director Mason, seconded by Director Besse and, upon vote, unanimously carried, it was

**RESOLVED** to adopt the Organizational Matters Resolution.

### MEETING RESOLUTION

Mr. Pogue presented to the Boards the Meeting Resolution establishing regular meeting dates, times and location, and designating locations for posting of 72-hour notices. Following discussion, upon motion duly made by Director Fanch, seconded by Director Besse and, upon vote, unanimously carried, it was

**RESOLVED** to adopt the Meeting Resolution.

### ENGAGEMENT OF LEGAL COUNSEL

Mr. Pogue brought to the Boards for consideration the engagement of Icenogle Seaver Pogue, P.C. for legal services. Following discussion, upon motion duly made by Director Besse, seconded by Director Mason and, upon vote, unanimously carried, it was

**RESOLVED** to engage Icenogle Seaver Pogue, P.C. as District legal counsel.

### ENGAGEMENT OF DISTRICT MANAGER/ ACCOUNTANT/PROJECT ADMINISTRATOR ENGAGEMENT OF DISTRICT ENGINEER

The Boards tabled this item.

Mr. Pogue brought to the Boards for consideration the engagement of Vogel and Associates as the Districts' engineer. Following discussion, upon motion duly made by Director Fanch, seconded by Director Besse and, upon vote, unanimously carried, it was

## RECORD OF PROCEEDINGS

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**RESOLVED** to engage Vogel and Associates as District Engineer.

INSURANCE COVERAGE Mr. Pogue discussed the insurance requirements with the Boards and presented Resolution No. 2019-06, to obtain insurance coverage through the Colorado Special Districts Property and Liability Pool and join the Special District Association. Following discussion, upon motion duly made by Director Mason, seconded by Director Fanch and, upon vote, unanimously carried, it was

**RESOLVED** to adopt the Resolution to obtain insurance coverage through the Colorado Special Districts Property and Liability Pool and authorize membership in the Colorado Special District Association.

GOVERNMENTAL IMMUNITY MEMO Mr. Pogue reviewed with the Boards the Governmental Immunity Memorandum.

RATIFICATION OF PAST ACTIONS Following review and discussion, upon motion duly made by Director Besse, seconded by Director Fanch and, upon vote, unanimously carried, it was

**RESOLVED** to ratify past actions.

FINANCIAL ITEMS PDPA Numbers, FEIN and State Tax Exemption Numbers: Mr. Pogue discussed with the Boards the need for (1) a Form SS-4 Application for Employer Identification Number; (2) an Application for Sales Tax Exemption for Colorado Organizations; and (3) an Application by Official Custodian for Assignment of PDPA Number for Public Funds Deposited in Banks. Upon motion duly made by Director Mason, seconded by Director Besse and, upon vote, unanimously carried, it was

**RESOLVED** to approve the (1) Form SS-4 Application for Employer Identification Number; (2) Application for Sales Tax Exemption for Colorado Organizations; and (3) Application by Official Custodian for Assignment of PDPA Number for Public Funds Deposited in Banks.

Establish Bank Account: Mr. Pogue discussed with the Boards the need to establish an operating account, authorize Board members to be

## RECORD OF PROCEEDINGS

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signers on the account and establish a policy regarding the number of required signatures on each check. Following discussion, upon motion duly made by Director Mason, seconded by Director Besse and, upon vote, unanimously carried, is was

**RESOLVED** to establish an operating account with US Bank, authorize all Board Members to act as signers on the account, and require two signatures per check.

### 2019 PROPOSED BUDGET

Mr. Pogue opened the 2019 Proposed Budget Hearing to the public. Mr. Pogue reported that notice of the hearing had been published on December 20, 2018 in *The Middle Park Times* in accordance with state budget law. There being no public input, the hearing portion of the budget discussions was closed. The Boards reviewed the 2019 budgets for each District, which detailed estimated revenues and expenditures.

District No. 1:  
Mill levy is 0.00 mills.  
General Fund Expenditures: \$200,000

District No. 2:  
Mill levy is 0.00 mills.  
General Fund Expenditures: \$0

District No. 3:  
Mill levy is 0.00 mills.  
General Fund Expenditures: \$0

After further review and discussion, and upon motion duly made by Director Besse, seconded by Director Mason and, upon vote, it was unanimously

**RESOLVED** to approve the Resolutions to Adopt the 2019 Budgets for Roam Metropolitan Districts Nos. 1 – 3, appropriate budgeted sums and approve all other documents related to the 2019 budgets.

### RESOLUTION ESTABLISHING INVESTMENT POLICY

Mr. Pogue discussed with the Boards the need to establish an investment policy authorizing investments in accordance with State statutes. Following discussion, and upon motion duly made by Director Mason, seconded by Director Besse and, upon vote, it was unanimously



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**RESOLVED** to approve the Resolution Establishing a District Investment Policy authorizing investments in accordance with State statutes.

### LEGAL ITEMS

Intergovernmental Agreement concerning District Operations among Roam Metropolitan District No. 1, Roam Metropolitan District No. 2, and Roam Metropolitan District No. 3: Mr. Pogue reviewed with the Boards the Intergovernmental Agreement concerning District Operations. Following discussion, and upon motion duly made by Director Fanch, seconded by Director Besse and, upon vote, it was unanimously

**RESOLVED** to approve the Intergovernmental Agreement concerning District Operations among Roam Metropolitan District No. 1, Roam Metropolitan District No. 2, and Roam Metropolitan District No. 3.

2019 Funding and Reimbursement Agreement between Roam Metropolitan District No. 1 and Fraser River Development CO LLC: Mr. Pogue presented to District No. 1's Board for consideration and approval the 2019 Funding and Reimbursement Agreement between Roam Metropolitan District No. 1 and Fraser River Development CO LLC ("FRDC"), and in connection therewith, a subordinate promissory note to FRDC securing amounts due under that agreement for operations and maintenance advances. Following discussion, and upon motion duly made by Director Mason, seconded by Director Fanch and, upon vote, it was unanimously

**RESOLVED** to approve the 2019 Funding and Reimbursement Agreement between Roam Metropolitan District No. 1 and FRDC, and in connection therewith, authorizing the issuance of a subordinate promissory note to FRDC, securing amounts due under the agreement for operations and maintenance advances.

Improvement Acquisition, Advance and Reimbursement Agreement between Roam Metropolitan District No. 1 and Fraser River Development CO LLC: Mr. Pogue presented to District No. 1's Board for consideration and approval the Improvement Acquisition, Advance and Reimbursement Agreement between Roam Metropolitan District No. 1 and FRDC, and in connection therewith, a subordinate promissory note to FRDC securing amounts due under that agreement

## RECORD OF PROCEEDINGS

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for capital advances. Following discussion, and upon motion duly made by Director Mason, seconded by Director Fanch and, upon vote, it was unanimously

**RESOLVED** to approve the Improvement Acquisition, Advance and Reimbursement Agreement between Roam Metropolitan District No. 1 and FRDC, and in connection therewith, authorizing the issuance of a subordinate promissory note to FRDC, securing amounts due under that agreement for capital advances.

Intergovernmental Agreement among The Town of Winter Park, Colorado, Roam Metropolitan District No. 1, Roam Metropolitan District No. 2, and Roam Metropolitan District No. 3: Mr. Pogue reviewed with the Boards the Intergovernmental Agreement with the Town of Winter Park. Following discussion, and upon motion duly made by Director Fanch, seconded by Director Mason and, upon vote, it was unanimously

**RESOLVED** to approve the Intergovernmental Agreement among The Town of Winter Park, Colorado, Roam Metropolitan District No. 1, Roam Metropolitan District No. 2, and Roam Metropolitan District No. 3.

Public Records Retention Schedule, Appointment of Custodian, Establishment of Polices and Fees Schedule for the Handling of Records Requests Under the Colorado Open Records Act (CORA): Mr. Pogue presented for approval a resolution regarding the public records retention schedule, appointment of custodian, and establishment of polices and fees schedule for the handling of records requests under the Colorado Open Records Act (CORA). Following discussion, and upon motion duly made by Director Mason, seconded by Director Fanch and, upon vote, it was unanimously

**RESOLVED** to approve the Resolution Adopting a Public Records Policy Regarding the Inspection, Retention, and Disposal of Public Records.

Consumer Data Protection Policy Resolution: Mr. Pogue presented for approval a consumer data protection policy resolution. Upon motion duly made by Director Mason, seconded by Director Fanch, and upon vote, it was unanimously

## RECORD OF PROCEEDINGS

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**RESOLVED** to approve the Resolution Adopting Procedures for Protecting and Destroying Customer Information Maintained by the Districts.

ADJOURNMENT

There being no further business to come before the Boards, the meeting was adjourned 12:45 p.m.

Respectfully submitted,

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Secretary for the Meeting

RESOLUTION NO. 2019 - 9 - \_\_\_\_  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE ROAM METROPOLITAN DISTRICT NO. 1  
TO ADOPT THE 2020 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Roam Metropolitan District No. 1 ("District") has appointed the District Accountant to prepare and submit a proposed 2018 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2018, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on September 12, 2019, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

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

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

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

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

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

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Roam Metropolitan District No. 1 for the 2018 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

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

ADOPTED this 12th day of September, 2019.

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Secretary

(SEAL)

EXHIBIT A  
(Budget)

I, Lisa Johnson, hereby certify that I am the duly appointed Secretary of the Roam Metropolitan District No. 1, and that the foregoing is a true and correct copy of the budget for the budget year 2018, duly adopted at a meeting of the Board of Directors of the Roam Metropolitan District No. 1 held on September 12, 2019.

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

ROAM METROPOLITAN DISTRICT NO. 1  
ADOPTED BUDGET  
GENERAL FUND  
FOR THE YEAR ENDING DECEMBER 31, 2018

	2018 Adopted Budget
Revenue	
Service Fees District #2	\$ -
service Fees District #3	-
Property Taxes	-
Specific Ownership Taxes	-
Operating Advances	-
Note Proceeds - Formation	-
Total Revenue	-
Espenditures	
Accounting and Finance	-
District Management	-
Election	-
District Engineer	-
Insurance	-
Legal	-
Office, Dues, Newsletters & Other	-
Treasurer's Fees	-
Formation/Oganization	-
Total Expenditures	-
Revenues Over (Under) Expenditures	\$ -
Beginning Fund Balance	-
Ending Fund Balance	\$ -



RESOLUTION NO. 2019 - 9 - \_\_\_\_  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE ROAM METROPOLITAN DISTRICT NO. 2  
TO ADOPT THE 2020 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Roam Metropolitan District No. 2 ("District") has appointed the District Accountant to prepare and submit a proposed 2018 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2018, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on September 12, 2019, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roam Metropolitan District No. 2:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Roam Metropolitan District No. 2 for the 2018 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

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

ADOPTED this 12th day of September, 2019.

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Secretary

(SEAL)

EXHIBIT A  
(Budget)

I, Lisa Johnson, hereby certify that I am the duly appointed Secretary of the Roam Metropolitan District No. 2, and that the foregoing is a true and correct copy of the budget for the budget year 2018, duly adopted at a meeting of the Board of Directors of the Roam Metropolitan District No. 2 held on September 12, 2019.

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

ROAM METROPOLITAN DISTRICT NO. 2  
ADOPTED BUDGET  
GENERAL FUND  
FOR THE YEAR ENDING DECEMBER 31, 2018

	2018 Adopted Budget
Revenue	
Property Taxes	\$ -
Specific Ownership Taxes	-
Interest & Other	-
Total Revenue	<u>-</u>
Espenditures	
Payment for Services to No. 1 - O&M	-
Treasurer's Fees	-
Contingency	-
Total Expenditures	<u>-</u>
Revenues Over (Under) Expenditures	\$ -
Beginning Fund Balance	<u>-</u>
Ending Fund Balance	<u><u>\$ -</u></u>

RESOLUTION NO. 2019 - 9 - \_\_\_\_  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE ROAM METROPOLITAN DISTRICT NO. 3  
TO ADOPT THE 2020 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Roam Metropolitan District No. 3 ("District") has appointed the District Accountant to prepare and submit a proposed 2018 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2018, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on September 12, 2019, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roam Metropolitan District No. 3:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Roam Metropolitan District No. 3 for the 2018 fiscal year.

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

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

ADOPTED this 12th day of September, 2019.

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Secretary

(SEAL)

EXHIBIT A  
(Budget)



I, Lisa Johnson, hereby certify that I am the duly appointed Secretary of the Roam Metropolitan District No. 3, and that the foregoing is a true and correct copy of the budget for the budget year 2018, duly adopted at a meeting of the Board of Directors of the Roam Metropolitan District No. 3 held on September 12, 2019.

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

ROAM METROPOLITAN DISTRICT NO. 3  
ADOPTED BUDGET  
GENERAL FUND  
FOR THE YEAR ENDING DECEMBER 31, 2018

	2018 Adopted Budget
Revenue	
Property Taxes	\$ -
Specific Ownership Taxes	-
Interest & Other	-
Total Revenue	<u>-</u>
Espenditures	
Payment for Services to No. 1 - O&M	-
Treasurer's Fees	-
Contingency	-
Total Expenditures	<u>-</u>
Revenues Over (Under) Expenditures	\$ -
Beginning Fund Balance	<u>-</u>
Ending Fund Balance	<u><u>\$ -</u></u>

# 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 via Fax or Email?
  - 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

**FAX:** 303-869-3061

**EMAIL:** [osa.lg@state.co.us](mailto:osa.lg@state.co.us)

**QUESTIONS?** 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. 1
c/o Special District Management Services, Inc.
141 Union Boulevard Ste 150
Lakewood, CO 80228-1898
Lisa Johnson
(303) 987-0835
ljohnson@sdmsi.com
(303) 987-2032

For the Year Ended  
12/31/18  
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
District Accountant
Special District Management Services, Inc.
141 Union Boulevard Ste 150, Lakewood, CO 80228-1898
(303) 987-0835
3-Sep-19

### PREPARER (SIGNATURE REQUIRED)

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types	<b>GOVERNMENTAL</b> <small>(MODIFIED ACCRUAL BASIS)</small>	<b>PROPRIETARY</b> <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)	\$ -	
2-2	Specific ownership	\$ -	
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) <b>TOTAL REVENUE</b>	\$ -	

## PART 3 - EXPENDITURES

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	Culture and recreation	\$ -	
3-15	Utility operations	\$ -	
3-16	Capital outlay	\$ -	
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	Denver Review Fees	\$ -	
3-25	Miscellaneous	\$ -	
3-26	(add lines 3-1 through 3-24) <b>TOTAL EXPENDITURES</b>	\$ -	

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: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-3 Is the entity current in its debt service payments? If no, MUST explain: n/a	<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	\$ -	
<b>Total Cash Deposits</b>		\$ -
Investments (if investment is a mutual fund, please list underlying investments):		
	\$ -	
	\$ -	
	\$ -	
	\$ -	
<b>Total Investments</b>		\$ -
<b>Total Cash and Investments</b>		\$ -

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

n/a

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	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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" firemen's pension plan?  Yes       No
- 7-2 Does the entity have a volunteer firemen's 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.):	\$ -
<b>TOTAL</b>	<b>\$ -</b>
What is the monthly benefit paid for 20 years of service per retiree as of Jan	\$ -

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:

General Fund	\$ -



## 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,  
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?  Yes  No
- If yes: **Date of formation:**
- 10-2** Has the entity changed its name in the past or current year?  Yes  No

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

- 10-3** Is the entity a metropolitan district?  Yes  No

Please indicate what services the entity provides:

- 10-4** Does the entity have an agreement with another government to provide services?  Yes  No

If yes: List the name of the other governmental entity and the services provided:

- 10-5** Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during  Yes  No

If yes: Date Filed:

- 10-6** Does the entity have a certified Mill Levy?  Yes  No

If yes:

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

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

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 current governing board members below.		A MAJORITY of the governing board members must complete and sign in the column below.
Board Member 1	Print Board Member's Name Eric Mason	I _____ Eric Mason _____, 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 2	Print Board Member's Name Melinda Besse	I _____ Melinda 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: _____
Board Member 3	Print Board Member's Name Suanne Fanch	I _____ Suzanne Fanch _____, 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 4	Print Board Member's Name	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	Print Board Member's Name	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	Print Board Member's Name	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	Print Board Member's Name	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:

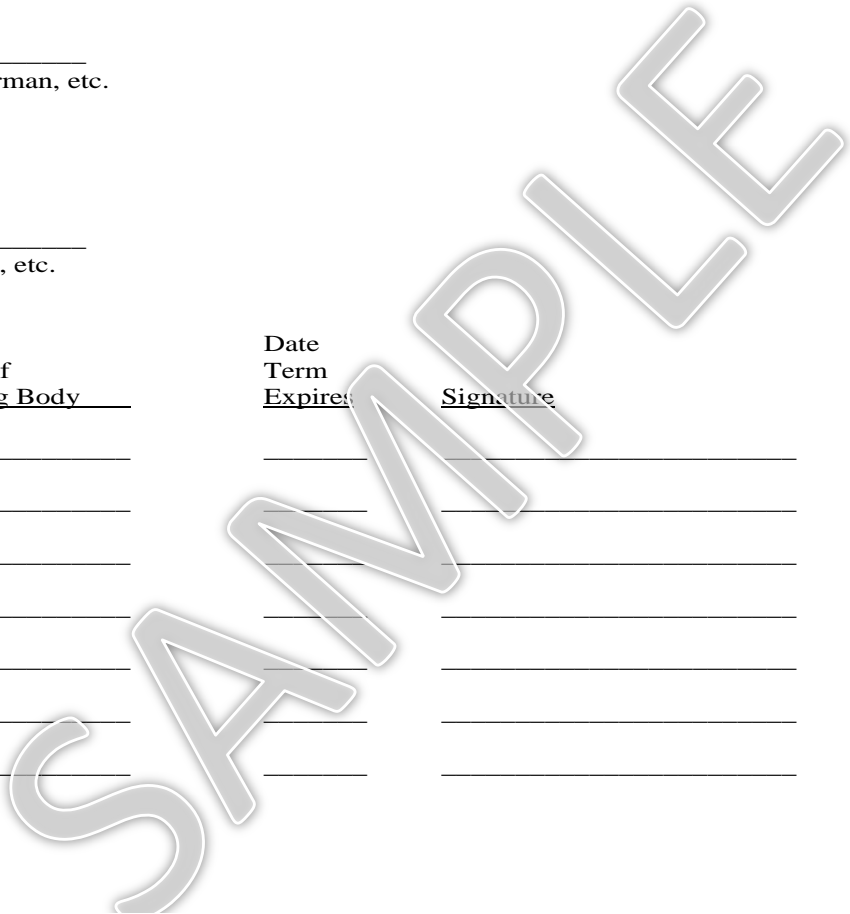
\_\_\_\_\_  
Town Clerk, Secretary, etc.

Type or Print Names of  
Members of Governing Body

Date  
Term  
Expires

Signature

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



# 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 via Fax or Email?
  - 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

**FAX:** 303-869-3061

**EMAIL:** [osa.lg@state.co.us](mailto:osa.lg@state.co.us)

**QUESTIONS?** 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. 2
c/o Special District Management Services, Inc.
141 Union Boulevard Ste 150
Lakewood, CO 80228-1898
Lisa Johnson
(303) 987-0835
ljohnson@sdmsi.com
(303) 987-2032

For the Year Ended  
12/31/18  
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
District Accountant
Special District Management Services, Inc.
141 Union Boulevard Ste 150, Lakewood, CO 80228-1898
(303) 987-0835
3-Sep-19

**PREPARER** (SIGNATURE REQUIRED)

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types	<b>GOVERNMENTAL</b> <small>(MODIFIED ACCRUAL BASIS)</small>	<b>PROPRIETARY</b> <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)	\$ -	
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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) <b>TOTAL REVENUE</b>	\$ -	

## PART 3 - EXPENDITURES

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	\$ -	
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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	Culture and recreation	\$ -	
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3-17	Debt service principal (should agree with Part 4)	\$ -	
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3-23	Other (specify):	\$ -	
3-24	Denver Review Fees	\$ -	
3-25	Miscellaneous	\$ -	
3-26	(add lines 3-1 through 3-24) <b>TOTAL EXPENDITURES</b>	\$ -	

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: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-3 Is the entity current in its debt service payments? If no, MUST explain: n/a	<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):	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*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	\$ -	
<b>Total Cash Deposits</b>		\$ -
Investments (if investment is a mutual fund, please list underlying investments):		
	\$ -	
	\$ -	
	\$ -	
	\$ -	
<b>Total Investments</b>		\$ -
<b>Total Cash and Investments</b>		\$ -

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

n/a

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	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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" firemen's pension plan?  Yes       No
- 7-2 Does the entity have a volunteer firemen's 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.):	\$ -
<b>TOTAL</b>	<b>\$ -</b>
What is the monthly benefit paid for 20 years of service per retiree as of Jan	\$ -

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:

General Fund	\$ -

## 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,  
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?  Yes  No
- If yes: **Date of formation:**
- 10-2** Has the entity changed its name in the past or current year?  Yes  No

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

- 10-3** Is the entity a metropolitan district?  Yes  No
- Please indicate what services the entity provides:

- 10-4** Does the entity have an agreement with another government to provide services?  Yes  No

If yes: List the name of the other governmental entity and the services provided:

- 10-5** Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during  Yes  No

If yes: Date Filed:

- 10-6** Does the entity have a certified Mill Levy?  Yes  No

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

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

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 current governing board members below.		A MAJORITY of the governing board members must complete and sign in the column below.
Board Member 1	Print Board Member's Name Eric Mason	I _____ Eric Mason _____, 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 2	Print Board Member's Name Melinda Besse	I _____ Melinda 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: _____
Board Member 3	Print Board Member's Name Suzanne Fanch	I _____ Suzanne Fanch _____, 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 4	Print Board Member's Name	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	Print Board Member's Name	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	Print Board Member's Name	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	Print Board Member's Name	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:

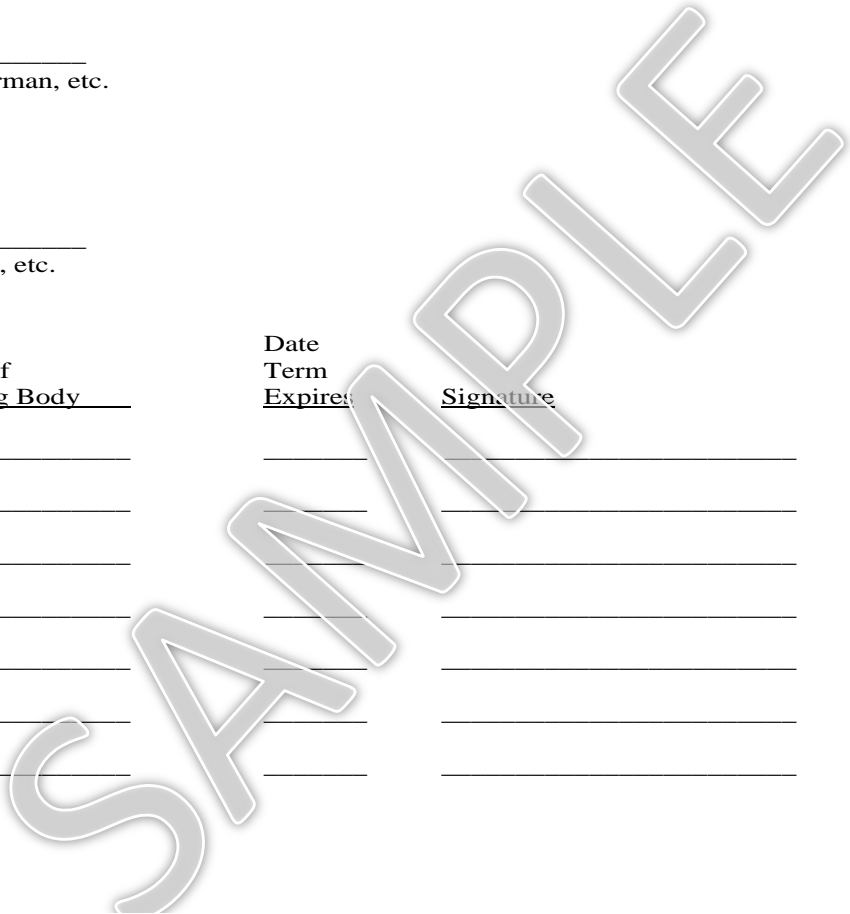
\_\_\_\_\_  
Town Clerk, Secretary, etc.

Type or Print Names of  
Members of Governing Body

Date  
Term  
Expires

Signature

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





# 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 via Fax or Email?
  - 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

**FAX:** 303-869-3061

**EMAIL:** [osa.lg@state.co.us](mailto:osa.lg@state.co.us)

**QUESTIONS?** 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 Boulevard Ste 150
Lakewood, CO 80228-1898
Lisa Johnson
(303) 987-0835
ljohnson@sdmsi.com
(303) 987-2032

For the Year Ended  
12/31/18  
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
District Accountant
Special District Management Services, Inc.
141 Union Boulevard Ste 150, Lakewood, CO 80228-1898
(303) 987-0835
3-Sep-19

**PREPARER** (SIGNATURE REQUIRED)

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types	<b>GOVERNMENTAL</b> <small>(MODIFIED ACCRUAL BASIS)</small>	<b>PROPRIETARY</b> <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)	\$ -	
2-2	Specific ownership	\$ -	
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) <b>TOTAL REVENUE</b>	\$ -	

## PART 3 - EXPENDITURES

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	Culture and recreation	\$ -	
3-15	Utility operations	\$ -	
3-16	Capital outlay	\$ -	
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	Denver Review Fees	\$ -	
3-25	Miscellaneous	\$ -	
3-26	(add lines 3-1 through 3-24) <b>TOTAL EXPENDITURES</b>	\$ -	

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: n/a	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-3 Is the entity current in its debt service payments? If no, MUST explain: n/a	<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):	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*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	\$ -	
<b>Total Cash Deposits</b>		\$ -
Investments (if investment is a mutual fund, please list underlying investments):		
	\$ -	
	\$ -	
	\$ -	
	\$ -	
<b>Total Investments</b>		\$ -
<b>Total Cash and Investments</b>		\$ -

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	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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" firemen's pension plan?  Yes       No
- 7-2 Does the entity have a volunteer firemen's 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.):	\$ -
<b>TOTAL</b>	<b>\$ -</b>
What is the monthly benefit paid for 20 years of service per retiree as of Jan	\$ -

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:

General Fund	\$ -

## 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,  
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?  Yes  No
- If yes: **Date of formation:**
- 10-2** Has the entity changed its name in the past or current year?  Yes  No

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

- 10-3** Is the entity a metropolitan district?  Yes  No
- Please indicate what services the entity provides:

- 10-4** Does the entity have an agreement with another government to provide services?  Yes  No

If yes: List the name of the other governmental entity and the services provided:

- 10-5** Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during  Yes  No

If yes: Date Filed:

- 10-6** Does the entity have a certified Mill Levy?  Yes  No

If yes:

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

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

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"/>

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- 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 current governing board members below.		A MAJORITY of the governing board members must complete and sign in the column below.
Board Member 1	Print Board Member's Name	I _____ Eric Mason _____, 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: _____
	Eric Mason	
Board Member 2	Print Board Member's Name	I _____ Melinda 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: _____
	Melinda Besse	
Board Member 3	Print Board Member's Name	I _____ Suzanne Fanch _____, 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: _____
	Suzanne Fanch	
Board Member 4	Print Board Member's Name	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	Print Board Member's Name	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	Print Board Member's Name	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	Print Board Member's Name	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:

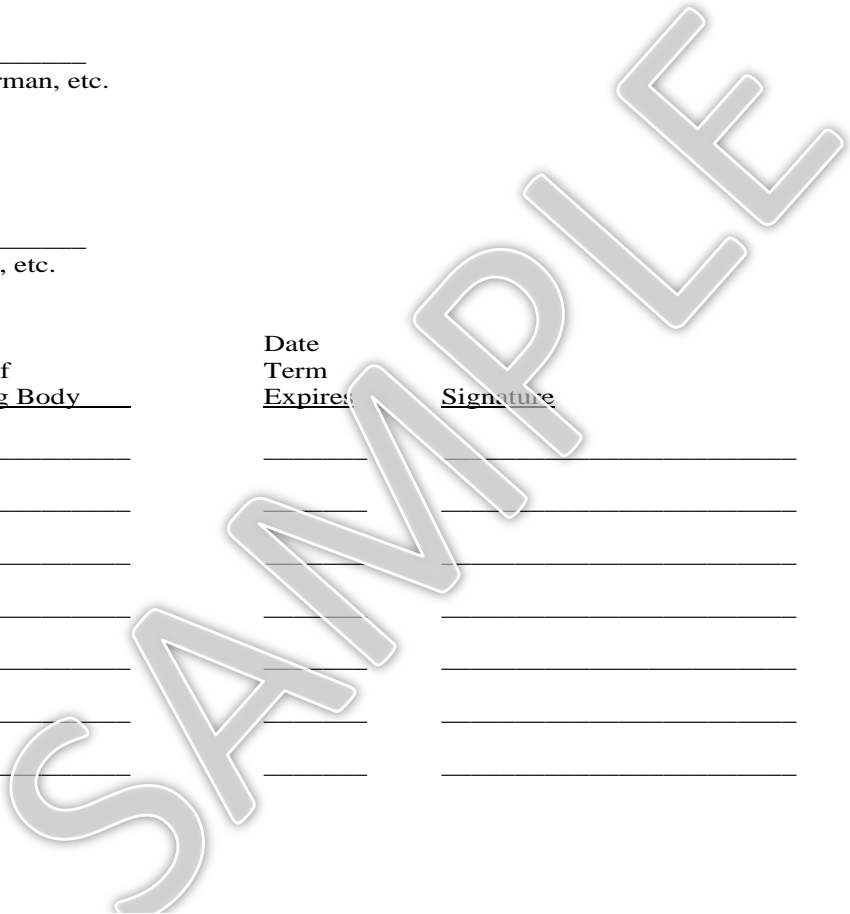
\_\_\_\_\_  
Town Clerk, Secretary, etc.

Type or Print Names of  
Members of Governing Body

Date  
Term  
Expires

Signature

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



**RESOLUTION OF THE BOARD OF DIRECTORS OF  
ROAM METROPOLITAN DISTRICT NO. 1  
APPROVING THE INCLUSION  
OF REAL PROPERTY INTO THE DISTRICT**

WHEREAS, Fraser River Development Co LLC (“Petitioner”) has submitted a petition, attached hereto as Exhibit A and incorporated herein by reference (the “Petition”), to Roam Metropolitan District No. 1 (the “District”) requesting that certain real property described in the Petition (the “Property”) be included into the boundaries of the District; and

WHEREAS, Petitioner is the fee owner of one hundred percent (100%) of the Property; and

WHEREAS, the Property includes real property anticipated for commercial development and excepts certain defined air space above the first story thereof that is anticipated for residential development (the “Air Space Parcels”); and

WHEREAS, the property referred to in the Petition as the Air Space Parcels does not comprise any portion of the Property and is not being included into the District because it is expected to be developed for residential, rather than commercial, purposes; and

WHEREAS, as provided in the Petition, Petitioner anticipates that it or its successors or assigns may record one or more plats describing all or a portion of the Property and the Air Space Parcels (the “Plat”); and

WHEREAS, the Petition authorizes the description of the Property and the Air Space Parcels set forth in such Plat to be substituted for the description of all or a portion of the Property and the Air Space Parcels as set forth in the Petition, at such time as the Plat is recorded; and

WHEREAS, the Property is capable of being served with the facilities and services of the District; and

WHEREAS, in accordance with Section 32-1-401(1)(b), C.R.S., on September 5, 2019, the District published notice in *The Middle Park Times* of the filing of the Petition and stated, in addition to other notice requirements, that a public hearing would be held on the Petition; and

WHEREAS, the Board of Directors of the District (the “Board”) conducted a public hearing on the Petition on September 12, 2019 as required by Section 32-1-401(1)(b), C.R.S.; and

WHEREAS, the Consolidated Service Plan (the “Service Plan”) for Roam Metropolitan Districts Nos. 1, 2, and 3 (the “Districts”) approved by the Town of Winter Park (“Town”) Town Council on August 7, 2018 provides in Section III that the inclusion of property located within the Future Inclusion Area Boundaries (as defined in the Service Plan) into any of the Districts may be accomplished without further approval of the Town; and

WHEREAS, the Property is located within the Future Inclusion Area, meaning no additional Town consent is necessary to include it within the District.

FOLLOWING THE PUBLIC HEARING ON THE PETITION, THE BOARD MAKES THE FOLLOWING FINDINGS:

- a. Public notice of the hearing on the Petition was duly published in accordance with Section 32-1-401(1)(b), C.R.S.
- b. All members of the public were given the opportunity to address the Board at the public hearing on the Petition.
- c. There were no statements from the general public, written or verbal, opposing the inclusion presented at the public hearing on the Petition.
- d. No municipality or county has filed any written objection to the inclusion of real property, as described in the Petition, into the boundaries of the District.
- e. Pursuant to Section 32-1-401(1)(c)(I), C.R.S., the Board desires to grant the Petition in whole.

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

1. The Board hereby grants the Petition in whole and orders the inclusion of the Property, as more particularly described in Section 2 below, into the boundaries of the District, subject to the terms and conditions set forth below.

2. The name and address of the Petitioner and the description of the Property to be included into the boundaries of the District are as follows:

**Petitioner:** Fraser River Development Co LLC  
124 County Road 8317  
Tabernash, CO 80478

**Property:** See Exhibit A to the Petition (attached hereto as Exhibit A) excepting the Airspace Parcels therefrom

3. The Property is currently in the initial stages of development and Petitioner, or its successors or assigns, anticipates recording the Plat describing the Property and the Air Space Parcels. The description of the Property and the Air Space Parcels as described in the Petition shall be superseded by the description contained in the Plat, effective upon approval by the District Court of the County of Grand, Colorado (the "Court"), and the recording of such description with the Grand County Clerk and Recorder's Office. The Board states, for clarity, that the property comprising the Air Space Parcels shall not be included into the District and is excepted from the legal description of the Property.

4. In accordance with Section 32-1-402(1)(b), C.R.S., after the date of inclusion of the Property, the Property shall be subject to all of the taxes and charges imposed by the District and shall be liable for its proportionate share of existing bonded indebtedness of the District, but it shall not be liable for any taxes or charges levied or assessed prior to its inclusion in the District.

5. In accordance with Section 32-1-402(1)(c), C.R.S., after the date of inclusion, the Property shall be liable for its proportionate share of any annual operation and maintenance charges and the cost of facilities of the District, and taxes, rates, fees, tolls, or charges shall be certified and levied or assessed therefor.

6. In accordance with Section 32-1-401(1)(c)(I), C.R.S., the Board directs that this Resolution be certified and filed with the Clerk of the Court in and for Grand County, Colorado, requesting an order to include the Property into the boundaries of the District. The inclusion of the Property into the boundaries of the District shall be effective upon the recording of the Order for Inclusion for the Property in the Grand County Clerk and Recorder's Office.

(Signatures Begin on Next Page.)

ADOPTED AND APPROVED THIS 12<sup>TH</sup> DAY OF SEPTEMBER, 2019.

**ROAM METROPOLITAN DISTRICT NO. 1**

By: \_\_\_\_\_  
Eric Mason, President

ATTEST:

By: \_\_\_\_\_  
Suzanne Fanch, Secretary/Treasurer

I, Suzanne Fanch, Secretary/Treasurer to the Board of Directors (the “Board”) of Roam Metropolitan District No. 1 (the “District”), do hereby certify that the annexed and foregoing Resolution is a true copy from the records of the proceedings of the Board of the District, on file with Icenogle Seaver Pogue, P.C., general counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, in the City and County of Denver, Colorado this 12<sup>th</sup> day of September 2019.

(S E A L)

\_\_\_\_\_  
Suzanne Fanch, Secretary/Treasurer

**EXHIBIT A**  
(To District Resolution Approving Inclusion)

**PETITION**  
(Petitioner Fraser River Development Co LLC)



**PETITION FOR INCLUSION OF LAND**  
(Into Roam Metropolitan District No. 1)

**TO: ROAM METROPOLITAN DISTRICT NO. 1**

Fraser River Development Co LLC, a Colorado limited liability company ("Petitioner"), hereby petitions Roam Metropolitan District No. 1 (the "District") acting by and through its Board of Directors, for the inclusion of certain real property, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Parcels"), excepting therefrom the airspace above the first story comprising proposed mixed-use buildings to be constructed on the Parcels (the "Air Space Parcels"). The Parcels excepting the Air Space Parcels are referred to herein as the "Property." The Petitioner hereby petitions the District for the inclusion of the Property into the boundaries of the District pursuant to Section 32-1-401, *et seq.*, C.R.S.

Petitioner represents that it is the fee owner of one hundred percent (100%) of the Property capable of being served with the facilities of the District and assents to the inclusion of the Property into the District. Petitioner also represents that no other person, persons, entity or entities owns an interest therein except as beneficial holders of encumbrances, if any.

Petitioner further represents that the Air Space Parcels are in the initial stages of development and that Petitioner, or its successors or assigns, anticipates recording one or more plats describing the Property and the Air Space Parcels (the "Plat"). Petitioner authorizes the description of the Property and the Air Space Parcels described in such Plat to be substituted for the description of all or a portion of the Property and the Air Space Parcels as is attached hereto as Exhibit A at such time as the Plat is recorded.


Petitioner acknowledges that after the date of inclusion of the Property into the District, the Property shall be liable for any and all taxes, fees, and charges imposed by the District and for its proportionate share of existing bonded indebtedness of the District, if any.

**Name and Address of Petitioner:**

Fraser River Development Co LLC  
124 County Road 8317  
Tabernash, CO 80478

**PETITIONER:**

Fraser River Development Co LLC  
a Colorado limited liability company

  
By: Byron Besse  
Its: President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August, 2019, by Byron Chip Besse as President of Fraser River Development Co LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: May 20, 2020

Jolene F Larson  
Notary Public

**Jolene F Larson**  
**Notary Public**  
**State of Colorado**  
**Notary ID 20084017133**  
**My Commission Expires May 20, 2020**

EXHIBIT A  
(To Petition For Inclusion of Land)

LEGAL DESCRIPTION OF PARCELS



AUGUST 16, 2019

**EXHIBIT "A"  
LEGAL DESCRIPTION  
COMMERCIAL DISTRICT I  
ROAM FILING NO. 1**

COMMERCIAL DISTRICT 1 BEING THE PROPOSED TRACT F AND PROPOSED PARCEL B, OF THE PROPOSED ROAM FILING NO. 1 SUBDIVISION PLAT, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 89°55'32" E, FROM THE NORTHWEST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A 2-1/2 INCH BRASS CAP, STAMPED "CW MCELLAND 1/16" TO THE NORTHEAST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A 2 INCH ALUMINUM CAP STAMPED "JIM WARD 1997 PLS 11415", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE S 55°22'11" E, 524.86 FEET TO A POINT ON THE WEST LINE OF SAID PROPOSED SUBDIVISION PLAT, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF THE PROPOSED SKI IDLEWILD ROAD, SAID PROPOSED SUBDIVISION PLAT AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH AND WEST RIGHT-OF-WAY LINES OF SAID PROPOSED SKI IDLEWILD ROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE S 70° 40' 03" E, 100.46 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 57° 50' 46" AND AN ARC LENGTH OF 176.68 FEET, THE CHORD OF WHICH BEARS S 41° 44' 39" E, 169.27 FEET TO



THE NORTHEAST CORNER OF THE PROPOSED BLOCK 1, SAID PROPOSED SUBDIVISION PLAT;

THENCE ALONG THE NORTH, WEST, AND SOUTH LINES OF SAID PROPOSED BLOCK 1, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) THENCE S 77° 12' 12" W, 61.05 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 2) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 110.40 FEET, A CENTRAL ANGLE OF 13° 23' 50" AND AN ARC LENGTH OF 25.81 FEET, THE CHORD OF WHICH BEARS S 06° 25' 44" E, 25.75 FEET;
- 3) THENCE S 00° 10' 42" W, 61.66 FEET;
- 4) THENCE S 89° 49' 18" E, 61.02 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD;

THENCE S 00° 10' 41" W, 98.07 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD TO THE NORTH RIGHT-OF-WAY LINE OF THE PROPOSED VASQUEZ ROAD, SAID PROPOSED SUBDIVISION PLAT;

THENCE N 89° 49' 19" W, 176.65 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PROPOSED VASQUEZ ROAD TO A POINT ON THE WEST LINE OF SAID PROPOSED SUBDIVISION PLAT;



THENCE ALONG THE WEST LINE OF SAID PROPOSED SUBDIVISION PLAT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) THENCE N 01° 39' 47" W, 156.85 FEET;
- 2) THENCE N 89° 40' 43" E, 85.26 FEET;
- 3) THENCE N 01° 43' 43" W, 159.45 FEET;
- 4) THENCE N 89° 05' 56" W, 109.48 FEET;
- 5) THENCE N 01° 38' 42" W, 39.69 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 36,156 SQUARE FEET, MORE OR LESS.

Michael Sean Kervin, P.L.S. 34592  
Date: 08-16-14

Project: 18-061  
For and on Behalf of  
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael S. Kervin, PLS, 1950 W. Littleton Blvd, Suite 103, Littleton, CO 80120.

# EXHIBIT

NE QUARTER, SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,  
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.

**POINT OF COMMENCEMENT**

NW COR., SW 1/4, NE 1/4, SEC. 33  
T1S, R75W, 6TH P.M.  
FOUND 1-1/4" PIPE WITH 2-1/2" BRASS CAP  
STAMPED "CW MCCLELLAND 1/16"

NE COR., SE 1/4, NE 1/4, SEC. 33  
T1S, R75W, 6TH P.M.

FOUND #5 REBAR WITH 2" ALUMINUM CAP  
STAMPED "JIM WARD 1997 PLS 11415"

(BASIS OF BEARINGS)

NORTH LINE, S 1/2, NE 1/4, SECTION 33 - N89°55'32"E

S55°22'11"E  
524.86'

**POINT OF BEGINNING**

N1°38'42"W  
39.69'

S70°40'03"E 100.46'

N89°05'56"W 109.48'

HIDEAWAY PARK  
REC. 48279

L=25.81'  
R=110.40'  
Δ=13°23'50"  
CH=25.75  
CHB=S06°25'44"E

N1°43'43"W 159.45'

PROPOSED TRACT F

L=176.68' R=175.00' Δ=57°50'49"  
CHB=S41°44'39"E CH=169.27'

PROPOSED  
ROAD FILING  
NO. 1

PROPOSED TRACT A

N89°40'43"E 85.26'

S0°10'42"W  
61.66'

SUBJECT PARCEL  
36,166 SQFT  
±0.830 AC

S89°49'18"E  
61.02'

PROPOSED PARCEL B

S77°12'12"W  
61.05'

BLOCK 1

BLOCK 2

N1°39'47"W 156.85'

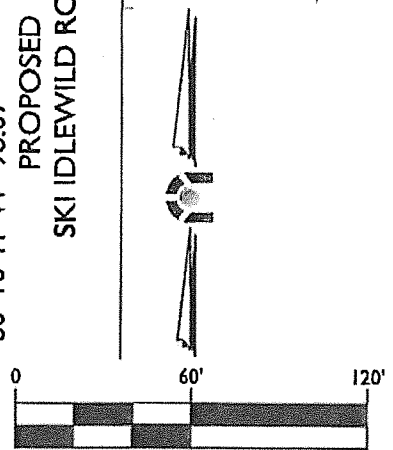
S0°10'41"W 98.07'

PROPOSED  
SKI IDLEWILD ROAD

N89°49'19"W 176.65'  
PROPOSED VASQUEZ ROAD

HIDEAWAY PARK

REC. 48279



PARCEL CONTAINS 36,156 SQFT, MORE OR LESS.  
NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION  
PROJECT: 18-061 DR: K. SIBLEY  
DATE: 8/21/2019 DS: M. KERVIN  
SHEET 1 OF 1



**CORE CONSULTANTS**  
CIVIL ENGINEERING  
DEVELOPMENT CONSULTING  
NATURAL RESOURCES  
LAND SURVEYING  
303.703.4444  
1950 W. Littleton Blvd., Ste. 109  
Littleton, CO 80120



AUGUST 21, 2019

**EXHIBIT "A"  
LEGAL DESCRIPTION  
COMMERCIAL DISTRICT 1  
ROAM FILING NO. 1**

COMMERCIAL DISTRICT 1 BEING THE PROPOSED PARCEL C AND A PORTION OF THE PROPOSED TRACT E, OF THE PROPOSED ROAM FILING NO. 1 SUBDIVISION PLAT, LYING WITHIN THE EAST HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 89°55'32" E, FROM THE NORTHWEST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A 2-1/2 INCH BRASS CAP, STAMPED "CW MCELLAND 1/16" TO THE NORTHEAST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A 2 INCH ALUMINUM CAP STAMPED "JIM WARD 1997 PLS 11415", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE S 33°31'49" E, 847.31 FEET TO A POINT ON THE WEST LINE OF SAID PROPOSED SUBDIVISION PLAT, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF THE PROPOSED VASQUEZ ROAD, SAID PROPOSED SUBDIVISION PLAT AND THE POINT OF BEGINNING;

THENCE S 89° 49' 19" E, 175.05 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID PROPOSED VASQUEZ ROAD TO THE WEST RIGHT-OF-WAY LINE OF THE PROPOSED SKI IDLEWILD ROAD;

THENCE S 00° 10' 41" W, 85.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD TO THE NORTHEAST CORNER OF THE PROPOSED BLOCK 5, SAID PROPOSED SUBIDIVSION PLAT;





THENCE ALONG THE NORTH, WEST, AND SOUTH LINES OF SAID PROPOSED BLOCK 5 AND ACROSS A PORTION OF SAID PROPOSED TRACT E, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) THENCE N 89° 49' 19" W, 61.00 FEET;
- 2) THENCE S 00° 10' 41" W, 390.93 FEET;
- 3) THENCE S 89° 49' 18" E, 61.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE S 00° 10' 41" W, 59.21 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 05° 13' 03" AND AN ARC LENGTH OF 2.73 FEET, THE CHORD OF WHICH BEARS S 02° 47' 13" W, 2.73 FEET TO A POINT ON THE SOUTH LINE OF SAID PROPOSED TRACT E;

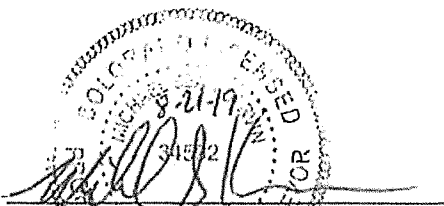
THENCE ALONG THE SOUTH AND WEST LINES OF SAID PROPOSED TRACT E, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) THENCE N 89° 49' 19" W, 14.58 FEET TO A POINT OF CURAVTURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 162.50 FEET, A CENTRAL ANGLE OF 90° 00' 00" AND AN ARC LENGTH OF 255.25 FEET, THE CHORD OF WHICH BEARS N 44° 49' 19" W, 229.81 FEET;
- 3) THENCE N 00° 10' 41" E, 55.91 FEET;



- 4) THENCE S 89° 15' 09" E, 12.43 FEET;
- 5) THENCE N 01° 39' 47" W, 319.74 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID PROPOSED VASQUEZ ROAD AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.457 ACRES, MORE OR LESS.



Michael Sean Kervin, PLS, 34592

Date: 08-21-19

Project: 18-064

For and on Behalf of  
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael S. Kervin, PLS, 1950 W. Littleton Blvd, Suite 103, Littleton, CO 80120.

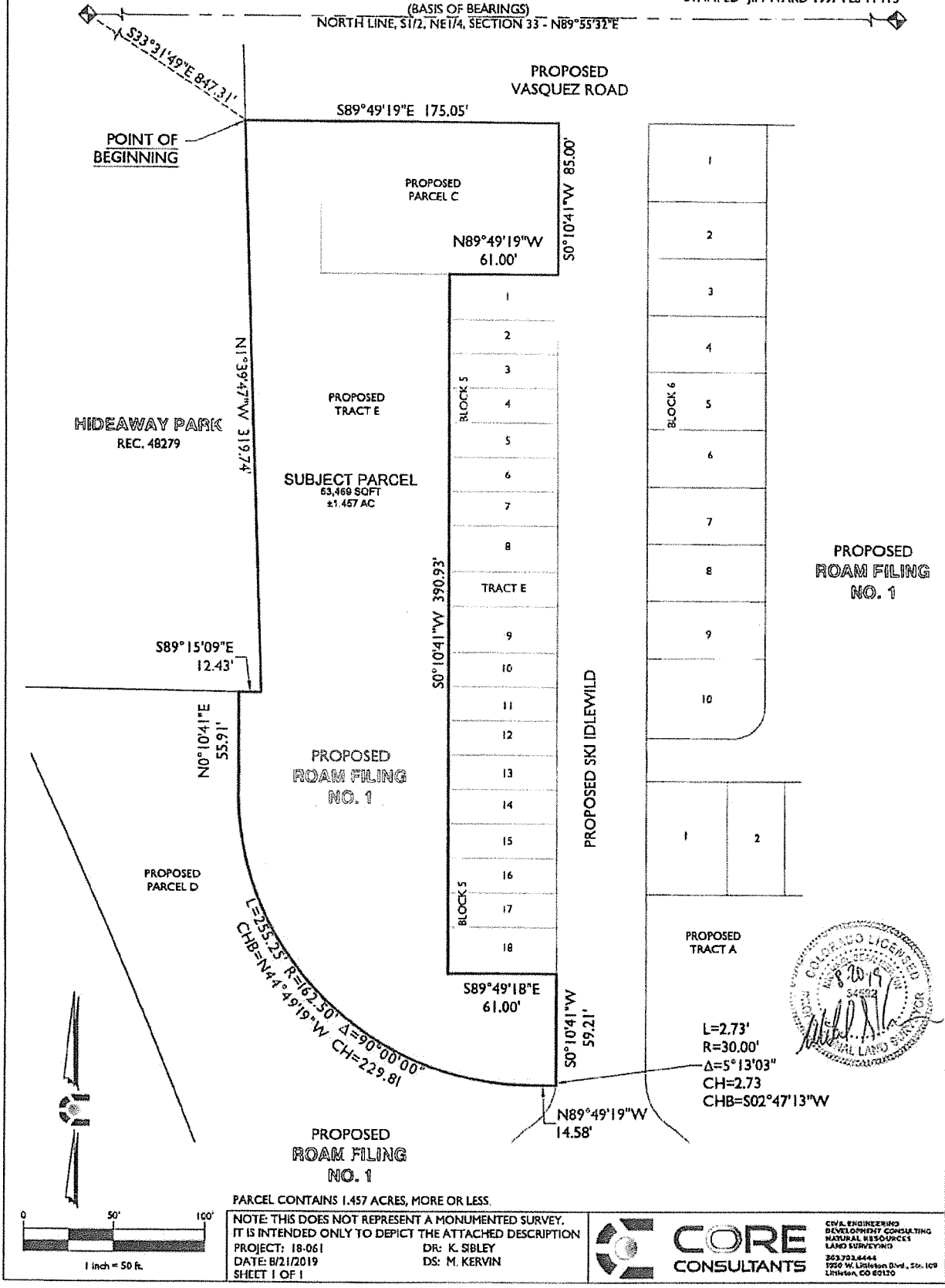
# EXHIBIT

EAST HALF, SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,  
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.

**POINT OF COMMENCEMENT**  
NW COR., SW 1/4, NE 1/4, SEC. 33  
T1S, R75W, 6TH P.M.  
FOUND 1-1/4" PIPE WITH 2-1/2" BRASS CAP  
STAMPED "CW MCCLELLAND 1/16"

NE COR., SE 1/4, NE 1/4, SEC. 33  
T1S, R75W, 6TH P.M.  
FOUND #5 REBAR WITH 2" ALUMINUM CAP  
STAMPED "JIM WYARD 1997 PLS 11415"

(BASIS OF BEARINGS)  
NORTH LINE, S1/2, NE 1/4, SECTION 33 - N89°55'32"E



L=2.73'  
R=30.00'  
Δ=5° 13'03"  
CH=2.73  
CHB=S02°47'13"W

PARCEL CONTAINS 1.457 ACRES, MORE OR LESS.  
NOTE: THIS DOES NOT REPRESENT A MONUMENTAL SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION  
PROJECT: 18-061  
DATE: 8/21/2019  
SHEET 1 OF 1

**CORE CONSULTANTS**  
CIVIL ENGINEERING  
DEVELOPMENT CONSULTING  
NATURAL RESOURCES  
LAND SURVEYING  
303.733.4444  
1220 W. Littleton Blvd., Ste. 100  
Littleton, CO 80120

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
ROAM METROPOLITAN DISTRICT NO. 2  
APPROVING THE INCLUSION  
OF REAL PROPERTY INTO THE DISTRICT**

WHEREAS, Fraser River Development Co LLC (“Petitioner”) has submitted a petition, attached hereto as Exhibit A and incorporated herein by reference (the “Petition”), to Roam Metropolitan District No. 2 (the “District”) requesting that certain real property described in the Petition (the “Property”) be included into the boundaries of the District; and

WHEREAS, Petitioner is the fee owner of one hundred percent (100%) of the Property; and

WHEREAS, the Property is capable of being served with the facilities and services of the District; and

WHEREAS, in accordance with Section 32-1-401(1)(b), C.R.S., on September 5, 2019, the District published notice in *The Middle Park Times* of the filing of the Petition and stated, in addition to other notice requirements, that a public hearing would be held on the Petition; and

WHEREAS, the Board of Directors of the District (the “Board”) conducted a public hearing on the Petition on September 12, 2019 as required by Section 32-1-401(1)(b), C.R.S.; and

WHEREAS, the Consolidated Service Plan (the “Service Plan”) for Roam Metropolitan Districts Nos. 1, 2, and 3 (the “Districts”) approved by the Town of Winter Park (“Town”) Town Council on August 7, 2018 provides in Section III that the inclusion of property located within the Future Inclusion Area Boundaries (as defined in the Service Plan) into any of the Districts may be accomplished without further approval of the Town; and

WHEREAS, the Property is located within the Future Inclusion Area, meaning no additional Town consent is necessary to include it within the District.

FOLLOWING THE PUBLIC HEARING ON THE PETITION, THE BOARD MAKES THE FOLLOWING FINDINGS:

- a. Public notice of the hearing on the Petition was duly published in accordance with Section 32-1-401(1)(b), C.R.S.
- b. All members of the public were given the opportunity to address the Board at the public hearing on the Petition.
- c. There were no statements from the general public, written or verbal, opposing the inclusion presented at the public hearing on the Petition.
- d. No municipality or county has filed any written objection to the inclusion of real property, as described in the Petition, into the boundaries of the District.

- e. Pursuant to Section 32-1-401(1)(c)(I), C.R.S., the Board desires to grant the Petition in whole.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ROAM METROPOLITAN DISTRICT NO. 2 AS FOLLOWS:

1. The Board hereby grants the Petition in whole and orders the inclusion of the Property, as more particularly described in Section 2 below, into the boundaries of the District, subject to the terms and conditions set forth below.

2. The name and address of the Petitioner and the description of the Property to be included into the boundaries of the District are as follows:

**Petitioner:** Fraser River Development Co LLC  
124 County Road 8317  
Tabernash, CO 80478

**Property:** See Exhibit A to the Petition (attached hereto as Exhibit A)

3. In accordance with Section 32-1-402(1)(b), C.R.S., after the date of inclusion of the Property, the Property shall be subject to all of the taxes and charges imposed by the District and shall be liable for its proportionate share of existing bonded indebtedness of the District, but it shall not be liable for any taxes or charges levied or assessed prior to its inclusion in the District.

4. In accordance with Section 32-1-402(1)(c), C.R.S., after the date of inclusion, the Property shall be liable for its proportionate share of any annual operation and maintenance charges and the cost of facilities of the District, and taxes, rates, fees, tolls, or charges shall be certified and levied or assessed therefor.

5. In accordance with Section 32-1-401(1)(c)(I), C.R.S., the Board directs that this Resolution be certified and filed with the Clerk of the Court in and for Grand County, Colorado, requesting an order to include the Property into the boundaries of the District. The inclusion of the Property into the boundaries of the District shall be effective upon the recording of the Order for Inclusion for the Property in the Grand County Clerk and Recorder's Office.

(Signatures Begin on Next Page.)

ADOPTED AND APPROVED THIS 12<sup>TH</sup> DAY OF SEPTEMBER, 2019.

**ROAM METROPOLITAN DISTRICT NO. 2**

By: \_\_\_\_\_  
Eric Mason, President

ATTEST:

By: \_\_\_\_\_  
Suzanne Fanch, Secretary/Treasurer

I, Suzanne Fanch, Secretary/Treasurer to the Board of Directors (the "Board") of Roam Metropolitan District No. 2 (the "District"), do hereby certify that the annexed and foregoing Resolution is a true copy from the records of the proceedings of the Board of the District, on file with Icenogle Seaver Pogue, P.C., general counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, in the City and County of Denver, Colorado this 12<sup>th</sup> day of September 2019.

(S E A L)

\_\_\_\_\_  
Suzanne Fanch, Secretary/Treasurer

**EXHIBIT A**

(To District Resolution Approving Inclusion)

**PETITION**

(Petitioner Fraser River Development Co LLC)

**PETITION FOR INCLUSION OF LAND**  
(Into Roam Metropolitan District No. 2)

**TO: ROAM METROPOLITAN DISTRICT NO. 2**

Fraser River Development Co LLC, a Colorado limited liability company ("Petitioner"), hereby petitions Roam Metropolitan District No. 2 (the "District") acting by and through its Board of Directors, for the inclusion of certain real property, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"), into the boundaries of the District pursuant to Section 32-1-401, *et seq.*, C.R.S.

Petitioner represents that it is the fee owner of one hundred percent (100%) of the Property capable of being served with the facilities of the District and assents to the inclusion of the Property into the District. Petitioner also represents that no other person, persons, entity or entities owns an interest therein except as beneficial holders of encumbrances, if any.

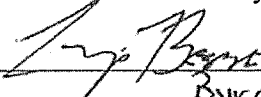
Petitioner acknowledges that after the date of inclusion of the Property into the District, the Property shall be liable for any and all taxes, fees, and charges imposed by the District and for its proportionate share of existing bonded indebtedness of the District, if any.

**Name and Address of Petitioner:**

Fraser River Development Co LLC  
124 County Road 8317  
Tabernash, CO 80478

**PETITIONER:**

Fraser River Development Co LLC  
a Colorado limited liability company

By:   
Byron Besse  
Its: President



STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August, 2019, by Byron Chip Reese as President of Fraser River Development Co LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: May 20, 2020

Jolene F Larson  
Notary Public

**Jolene F Larson**  
**Notary Public**  
**State of Colorado**  
**Notary ID 20084017133**  
**My Commission Expires May 20, 2020**

EXHIBIT A  
(To Petition For Inclusion of Land)

LEGAL DESCRIPTION OF PROPERTY TO BE INCLUDED  
INTO ROAM METROPOLITAN DISTRICT NO. 2



AUGUST 21, 2019

**EXHIBIT "A"  
LEGAL DESCRIPTION**

**ROAM FILING NO. 1**

COMMERCIAL DISTRICT 2 LYING WITHIN THE PROPOSED ROAM FILING 1 SUBDIVISION PLAT, AND BEING A PORTION OF THE EAST HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 89°55'32" E, FROM THE NORTHWEST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A 2-1/2 INCH BRASS CAP, STAMPED "CW MCCCELLAND 1/16" TO THE NORTHEAST CORNER, OF THE SOUTHEAST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING A 2 INCH ALUMINUM CAP STAMPED "JIM WARD 1997 PLS 11415", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE N 89° 55' 32" E, 225.00 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE PROPOSED SKI IDLEWILD ROAD AND THE POINT OF BEGINNING;

THENCE CONTINUING N 89° 55' 32" E, 673.41 FEET ALONG THE NORTH LINE, OF THE SOUTH HALF, OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO THE NORTHWEST CORNER OF THE PROPOSED PARCEL F, SAID PROPOSED SUBDIVISION PLAT;

THENCE ALONG THE WEST LINE OF SAID PROPOSED PARCEL F, THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES:

- 1) THENCE S 41° 01' 33" E, 164.76 FEET;
- 2) THENCE S 24° 25' 18" E, 74.13 FEET;
- 3) THENCE S 15° 00' 42" E, 179.78 FEET;



- 4) THENCE S 16° 20' 42" W, 119.00 FEET;
- 5) THENCE S 07° 39' 59" W, 122.52 FEET;
- 6) THENCE S 23° 48' 14" E, 91.04 FEET;
- 7) THENCE S 18° 27' 56" E, 77.09 FEET;
- 8) THENCE S 53° 16' 33" E, 129.44 FEET;
- 9) THENCE S 24° 54' 24" E, 281.10 FEET;
- 10) THENCE S 61° 51' 14" E, 169.33 FEET;
- 11) THENCE S 02° 17' 36" E, 167.76 FEET;
- 12) THENCE S 23° 41' 12" W, 185.36 FEET;
- 13) THENCE S 62° 10' 33" E, 156.08 FEET;
- 14) THENCE S 10° 29' 37" W, 140.74 FEET;
- 15) THENCE S 36° 16' 33" W, 156.37 FEET;
- 16) THENCE S 13° 54' 43" E, 254.18 FEET;
- 17) THENCE S 34° 34' 40" W, 136.19 FEET;
- 18) THENCE S 56° 37' 27" W, 97.71 FEET;
- 19) THENCE S 09° 10' 22" W, 318.65 FEET;
- 20) THENCE N 76° 39' 34" W, 36.70 FEET TO A POINT OF CURVATURE;
- 21) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 268.00 FEET, A CENTRAL ANGLE OF 18° 06' 24" AND AN ARC LENGTH OF 84.69 FEET, THE CHORD OF WHICH BEARS N 85° 42' 46" W, 84.34 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE PROPOSED BEAVERS LODGE ROAD, SAID PROPOSED SUBDIVISION PLAT;
- 22) THENCE S 04° 45' 58" E, 36.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 23) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 232.00 FEET, A CENTRAL ANGLE OF 12° 53' 33" AND AN ARC LENGTH OF 52.20 FEET, THE CHORD OF WHICH BEARS S 78° 47' 15" W, 52.09 FEET;
- 24) THENCE S 72° 20' 28" W, 152.85 FEET TO A POINT OF CURVATURE;
- 25) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 143.00 FEET, A CENTRAL ANGLE OF 69° 30' 44" AND AN ARC LENGTH OF 173.49 FEET, THE CHORD OF WHICH BEARS N 72° 54' 10" W, 163.04 FEET TO A POINT OF REVERSE NON-TANGENT CURVATURE;
- 26) THENCE ALONG THE ARC OF A REVERSE NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 74° 27' 05" AND AN ARC LENGTH OF 116.95 FEET, THE CHORD OF WHICH BEARS N 75° 22' 20" W, 108.89 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40;

THENCE N 05° 48' 59" W, 111.85 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 40 TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE



PROPOSED ROAM WAY, SAID PROPOSED PLAT AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PROPOSED ROAM WAY, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 90.50 FEET, A CENTRAL ANGLE OF 13° 20' 14" AND AN ARC LENGTH OF 21.07 FEET, THE CHORD OF WHICH BEARS S 32° 53' 47" E, 21.02 FEET TO A POINT OF REVERSE NON-TANGENT CURVATURE;
- 2) THENCE ALONG THE ARC OF A REVERSE NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 50° 34' 29", AND AN ARC LENGTH OF 17.65 FEET, THE CHORD OF WHICH BEARS S 51° 30' 55" E, 17.09 FEET;
- 3) THENCE S 76° 48' 09" E, 36.01 FEET TO A POINT OF CURVATURE;
- 4) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 122.00 FEET, A CENTRAL ANGLE OF 51° 53' 15" AND AN ARC LENGTH OF 110.48 FEET, THE CHORD OF WHICH BEARS S 50° 51' 32" E, 106.75 FEET TO A POINT OF REVERSE NON-TANGENT CURVATURE;
- 5) THENCE ALONG THE ARC OF A REVERSE NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 92.00 FEET, A CENTRAL ANGLE OF 53° 14' 45" AND AN ARC LENGTH OF 85.50 FEET, THE CHORD OF WHICH BEARS S 51° 32' 17" E, 82.45 FEET TO A POINT OF A COMPOUND NON-TANGENT CURVEATURE;
- 6) THENCE ALONG THE ARC OF A COMPOUND NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 107.00 FEET, A CENTRAL ANGLE OF 29° 29' 52" AND AN ARC LENGTH OF 55.09 FEET, THE CHORD OF WHICH BEARS N 87° 05' 24" E, 54.48 FEET;
- 7) THENCE N 72° 20' 28" E, 142.91 FEET TO A POINT OF CURVATURE;
- 8) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF 80° 01' 36" AND AN ARC LENGTH OF 26.54 FEET, THE CHORD OF WHICH BEARS N 32° 19' 40" E, 24.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED BEAVERS LODGE ROAD;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED BEAVERS LODGE ROAD, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) THENCE N 07° 41' 07" W, 41.03 FEET TO A POINT OF CURVATURE;
- 2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 518.00 FEET, A CENTRAL ANGLE OF 32° 46' 16" AND AN ARC LENGTH OF



- 296.28 FEET, THE CHORD OF WHICH BEARS N 08° 42' 00" E, 292.25 FEET TO A POINT OF REVERSE NON-TANGENT CURVATURE;
- 3) THENCE ALONG THE ARC OF A REVERSE NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 712.95 FEET, A CENTRAL ANGLE OF 59° 10' 11" AND AN ARC LENGTH OF 736.27 FEET, THE CHORD OF WHICH BEARS N 04° 29' 57" W, 703.98 FEET;
  - 4) THENCE N 34° 05' 03" W, 94.34 FEET TO A POINT OF CURVATURE;
  - 5) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 282.00 FEET, A CENTRAL ANGLE OF 61° 05' 40" AND AN ARC LENGTH OF 300.70 FEET, THE CHORD OF WHICH BEARS N 64° 37' 52" W, 286.65 FEET TO A POINT OF COMPOUND NON-TANGENT CURVATURE;
  - 6) THENCE ALONG THE ARC OF A COMPOUND NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 67° 17' 40" AND AN ARC LENGTH OF 46.98 FEET, THE CHORD OF WHICH BEARS S 51° 10' 28" W, 44.33 FEET TO A POINT OF REVERSE NON-TANGENT CURVATURE;
  - 7) THENCE ALONG THE ARC OF A REVERSE NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 69.00 FEET, A CENTRAL ANGLE OF 218° 54' 55" AND AN ARC LENGTH OF 263.63 FEET, THE CHORD OF WHICH BEARS N 53° 00' 55" W, 130.12 FEET TO A POINT OF REVERSE NON-TANGENT CURVATURE;
  - 8) THENCE ALONG THE ARC OF A REVERSE NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 56° 15' 51" AND AN ARC LENGTH OF 29.46 FEET, THE CHORD OF WHICH BEARS N 28° 18' 37" E, 28.29 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD;

THENCE N 00° 10' 41" E, 59.21 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF PROPOSED SKI IDLEWILD ROAD TO THE SOUTHEAST CORNER OF THE PROPOSED BLOCK 5, SAID PROPOSED SUBDIVISION PLAT;

THENCE ALONG THE SOUTH, WEST AND NORTH LINES OF SAID PROPOSED BLOCK 5 AND ACROSS A PORTION OF THE PROPOSED TRACT E, SAID PROPOSED SUBDIVISION PLAT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) THENCE N 89° 49' 18" W, 61.00 FEET;
- 2) THENCE N 00° 10' 41" E, 390.93 FEET;
- 3) THENCE S 89° 49' 19" E, 61.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE PROPOSED SKI IDLEWILD ROAD;

THENCE N 00° 10' 41" E, 85.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE PROPOSED VASQUEZ ROAD, SAID PROPOSED SUBDIVISION PLAT;



THENCE N 89° 49' 19" W, 175.05 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID PROPOSED VASQUES ROAD TO A POINT ON THE WEST LINE OF SAID PROPOSED SUBDIVISION PLAT;

THENCE N 01° 39' 47" W, 50.03 FEET ALONG THE WEST LINE OF SAID PROPOSED PLAT TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID PROPOSED VASQUEZ ROAD;

THENCE S 89° 49' 19" E, 176.65 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PROPOSED VASQUEST ROAD TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD;

THENCE N 00° 10' 41" E, 98.07 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD TO THE SOUTHEAST CORNER OF THE PROPOSED BLOCK 1, SAID PROPOSED SUBDIVISION PLAT;

THENCE ALONG THE SOUTH, WEST, AND NORTH LINES OF SAID PROPOSED BLOCK 1, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:


- 1) THENCE N 89° 49' 18" W, 61.02 FEET;
- 2) THENCE N 00° 10' 42" E, 61.66 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 3) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 110.40 FEET, A CENTRAL ANGLE OF 13° 23' 50" AND AN ARC LENGTH OF 25.81 FEET, THE CHORD OF WHICH BEARS N 06° 25' 44" W FOR A DISTANCE OF 25.75 FEET;
- 4) THENCE N 77° 12' 12" E, 61.05 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD AND A POINT OF NON-TANGENT CURVATURE;



THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED SKI IDLEWILD ROAD, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 57° 50' 46" AND AN ARC LENGTH OF 176.68 FEET, THE CHORD OF WHICH BEARS N 41° 44' 39" W, 169.27 FEET;
- 2) THENCE N 70° 40' 03" W, 148.34 FEET TO A POINT OF CURVATURE;
- 3) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 63° 11' 09" AND AN ARC LENGTH OF 248.13 FEET, THE CHORD OF WHICH BEARS N 39° 04' 28" W, 235.75 FEET;
- 4) THENCE N 07° 28' 53" W, 100.54 FEET TO A POINT OF THE NORTH LINE OF THE SOUTH HALF, OF THE NORTHEAST QUARTER, OF SAID SECTION 33 AND THE POINT OF BEGINNING.

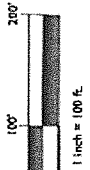
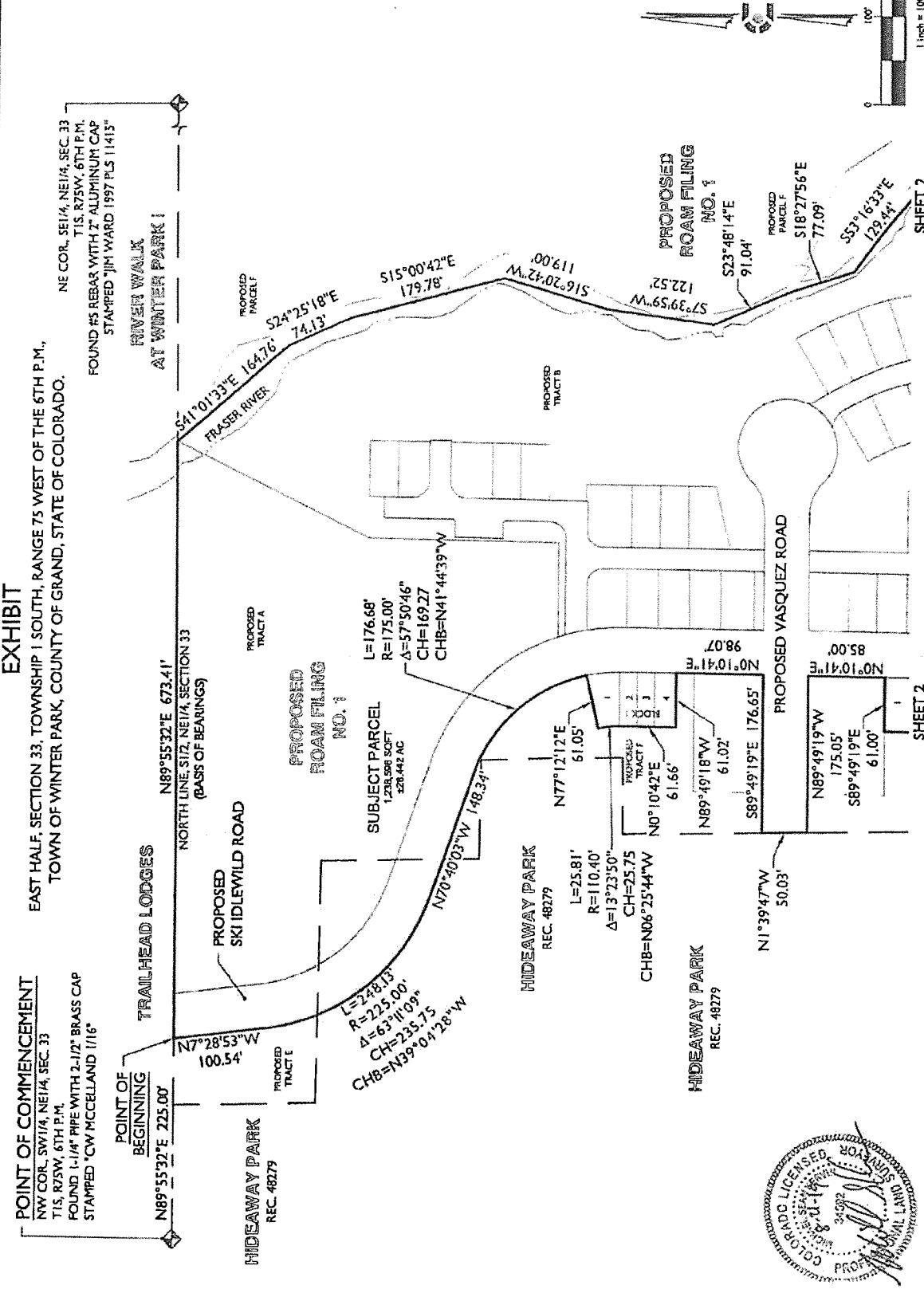
CONTAINING AN AREA OF 28.442 ACRES, MORE OR LESS.

  
\_\_\_\_\_  
Michael Sean Kervin, PLS, 4592  
Date: 08-21-18  
Project: 18-061  
For and on Behalf of  
Core Consultants, Inc.

Notes:

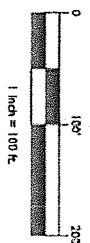
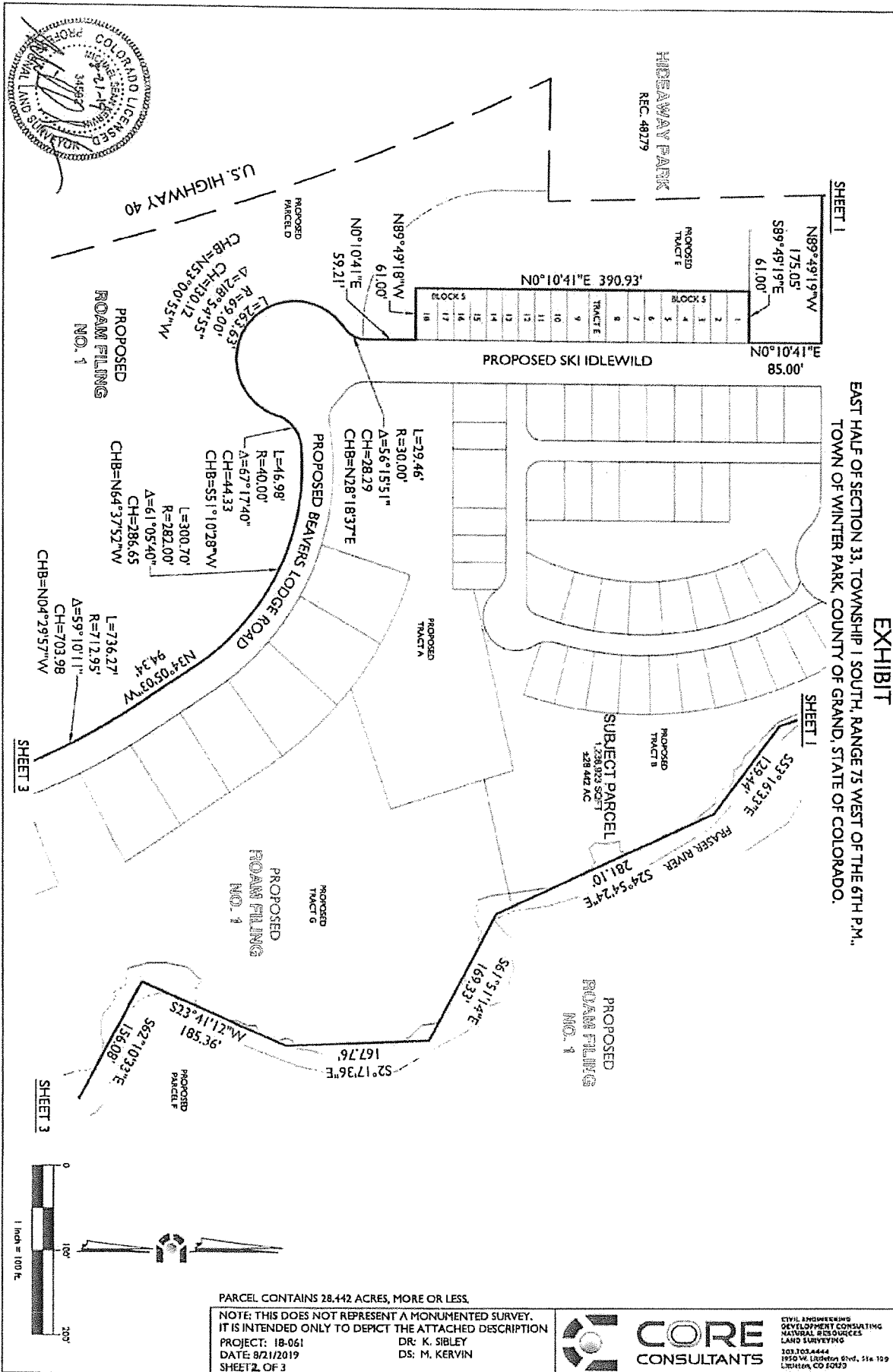
- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael S. Kervin, PLS, 1950 W. Littleton Blvd, Suite 103, Littleton, CO 80120.





EXHIBIT

EAST HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,  
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.



PARCEL CONTAINS 28.442 ACRES, MORE OR LESS.  
NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION  
PROJECT: 18-061  
DATE: 8/21/2019  
SHEET 2 OF 3

**CORE CONSULTANTS**  
CIVIL ENGINEERING  
DEVELOPMENT CONSULTING  
NATURAL RESOURCES  
LAND SURVEYING  
101.105.4644  
1950 W. Urstetter Blvd., Ste. 109  
Littleton, CO 80120

# EXHIBIT

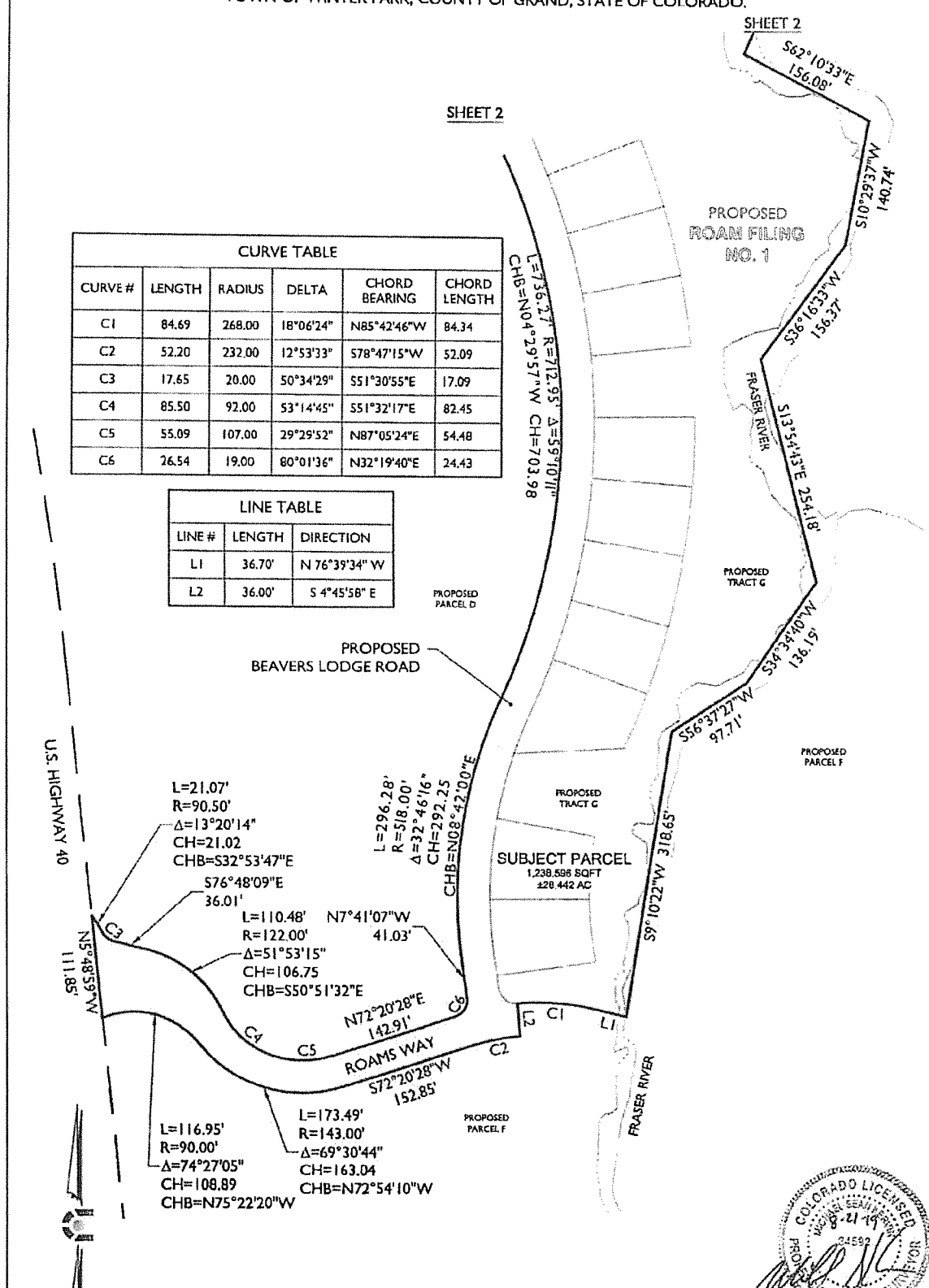
EAST HALF, SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,  
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.

SHEET 2

SHEET 2

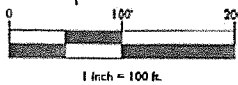
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	84.69	268.00	18°06'24"	N85°42'46"W	84.34
C2	52.20	232.00	12°53'33"	S78°47'15"W	52.09
C3	17.65	20.00	50°34'29"	S51°30'55"E	17.09
C4	85.50	92.00	53°14'45"	S51°32'17"E	82.45
C5	55.09	107.00	29°29'52"	N87°05'24"E	54.48
C6	26.54	19.00	80°01'36"	N32°19'40"E	24.43

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	36.70'	N 76°39'34" W
L2	36.00'	S 4°45'58" E



PARCEL CONTAINS 28.442 ACRES, MORE OR LESS.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION  
PROJECT: 18-061 DR: K. SIBLEY  
DATE: 8/21/2019 DS: M. KERVIN  
SHEET 3 OF 3



CIVIL ENGINEERING  
DEVELOPMENT CONSULTING  
NATURAL RESOURCE  
LAND SURVEYING  
303.201.4444  
1920 W. Littleton Blvd., Ste. 109  
Littleton, CO 80120

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

**AMENDED AND RESTATED MEETING RESOLUTION**

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

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

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

WHEREAS, House Bill 19-1087 (“HB 1087”), which was signed into law with an effective date of August 2, 2019, amends Sections 32-1-903(2) and 24-6-402(2)(c), C.R.S. governing meeting notices provided by special districts for regular and special meetings as set forth below; 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 hours prior to the Boards’ meetings, and where possible, the posting shall include specific agenda information; and

WHEREAS, pursuant to Section 32-1-903(2), C.R.S. notice of the time and place 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, on December 21, 2018, the Boards adopted a certain Meeting Resolution designating the time and place of regular meetings, posting locations for meeting notices, and requirements for emergency meetings (the “Meeting Resolution”); and

WHEREAS, the Boards desire to amend and restate the Meeting Resolution pursuant to this Amended and Restated Meeting Resolution to account for changes to the posting of meeting notices pursuant to HB 1087, 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.

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

1. The Boards hereby determine to hold regular meetings on the fourth Friday of the last month of each quarter at 11:00 a.m. The location of all regular and special meetings will be held at the Green Spaces Location in Winter Park, at 78311 U.S. Highway 40, Building G, in Winter Park, Colorado, which location does not exceed twenty miles from the Districts' boundaries.

2. The Boards hereby designate the District's public website, \_\_\_\_\_, as the twenty-four (24) hour posting location for all meeting notices.

3. The Boards hereby designate the following location in each District as the posting location for meeting notices if the Districts are unable to post a notice online in exigent or emergency circumstances.

District No. 1:

District No. 2:

District No. 3:

4. The designation set forth in Paragraphs 2 and 3 are 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. The Boards shall provide or cause to be provided the address of the website to the Department of Local Affairs.

5. Emergency meetings may be called by a District without notice, if notice is not practicable, by the President or any two (2) Board members in the event of an emergency that requires the immediate action of the 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 Boards 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.

6. This Resolution shall repeal, supersede, and replace the 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.

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

(Signatures Appear on Following Page.)

ADOPTED AND APPROVED THIS 12TH DAY OF SEPTEMBER, 2019.

ROAM METROPOLITAN DISTRICTS NOS. 1 – 3

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By: Eric Mason, President

ATTEST:

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Suzanne Fanch, Secretary/Treasurer



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**ELIGIBLE GOVERNMENTAL ENTITY AGREEMENT BETWEEN  
THE STATEWIDE INTERNET PORTAL AUTHORITY OF THE STATE OF  
COLORADO AND ROAM METROPOLITAN DISTRICT NOS. 1, 2 and 3.**

This Eligible Governmental Entity Agreement ("Agreement") by and between the Colorado Statewide Internet Portal Authority ("SIPA"), and Roam Metropolitan District Nos. 1, 2 and 3 ("EGE") (each a "Party" and collectively "Parties"), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**RECITALS**

WHEREAS, SIPA and EGE wish to enter into a cooperative agreement under which services can be provided at the discretion of both Parties; and

WHEREAS, pursuant to § 24-37.7-105 C.R.S., SIPA operates to provide electronic access for members of the public, state agencies, and local governments to electronic information, products, and services; and

WHEREAS, pursuant to §§ 24-37.7-102 and 24-37.7-104, C.R.S., SIPA operates as a political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 24-37.7-104, SIPA is authorized to enter into agreements and contracts with state agencies and local governments, and all state agencies and local governments are authorized to enter into and do all things necessary to perform any such arrangements or contracts; and

WHEREAS, § 29-1-203, C.R.S., authorizes local governments to cooperate or contract with each other to provide any function or service lawfully authorized to each other; and

WHEREAS, SIPA provides for the dissemination, sharing, and use of information, products, and services via the internet; and

WHEREAS, neither Party is committing funds or required to perform services as part of this agreement; and

WHEREAS, SIPA has entered into certain contracts with its contractors to operate the Colorado.gov Portal and to provide an array of electronic information, products, and services via the internet (e.g., "Colorado Statewide Internet Portal Authority Portal Integrator Contract with Colorado Interactive, LLC", as may be amended (hereinafter "Master Contract") and "COPE

Master Contract With Implementation Contractor to Support SaaS Collaboration, Office Productivity, & Email Solution" (hereinafter "COPE Contract") and other contracts to expand its array of electronic information, products, and services available to EGE; and

WHEREAS, SIPA will provide applications and services to EGE pursuant to Task Orders, Statements of Work, Work Orders; or any agreed-upon documentation under this Agreement; and

WHEREAS, a Task Order, Statement of Work, Work Order, or other agreed-upon documentation will be prepared for each application or service and mutually signed by SIPA and EGE;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, SIPA and EGE agree as follows:

1. EGE shall make available to SIPA electronic information maintained and owned by EGE as is necessary to complete the agreed-upon work as set forth in a Work Order, Task Order, Statement of Work, or any agreed-upon documentation under this Agreement. As mutually agreed upon in subsequent Work Orders, Task Orders, Statements of Work, or any other agreed-upon documentation under this Agreement, EGE will provide reasonable levels of support in placing online with SIPA certain EGE-owned electronic information, as mutually agreed by EGE and SIPA, with due regard to the workload and priorities of EGE and SIPA.
2. SIPA may, with the authorization of EGE, through the Portal, make public electronic information made available to it available to the general public, including EGE's public electronic information. The Parties agree to use their best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, neither Party shall be liable for interruption of service when the same shall be due to circumstances beyond the reasonable control of either Party, its agents or employees, including but not limited to unanticipated equipment malfunction, periodic maintenance or update of the computer systems upon which such EGE electronic information reside, or interruption of service due to problems with the Colorado statewide area network or due to problems with any telecommunications provider.
3. SIPA and EGE may enter into Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation under this Agreement. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation under this Agreement shall describe specific Services and/or Applications to be provided to EGE. EGE acknowledges that Services and/or Applications are usually offered by SIPA's contractors. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation shall cover the purchase of goods and services from SIPA through the use of EGE funds. All Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation involving EGE funds may be approved by the EGE official with authority to execute such agreement. Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation shall contain specific time or performance milestones for SIPA's contractor(s), timelines for completion of relevant Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation, including design specifications and other criteria relevant to the completion of applicable Task Orders, Purchase Orders, Statements of Work, or any



agreed-upon documentation, criteria and procedures for acceptance by EGE and remedying incomplete or inaccurate work for each phase of relevant Task Orders, Purchase Orders, Statements of Work, or any agreed-upon documentation.

4. SIPA shall be responsible for the operation of, and all costs and expenses associated with, establishing and maintaining electronic access to EGE electronic information, databases or other software applications, including (but without limitation) the cost of purchasing, developing, and maintaining programs used to interface with EGE software applications that provide access to EGE-owned electronic information, products, and services. EGE acknowledges SIPA may at its discretion use Contractors to perform certain obligations. EGE's maximum financial obligation for establishing and maintaining electronic access to EGE databases or other software applications shall be limited to the amount(s) set forth and appropriated pursuant to each individual Work Order, Task Order, Statement of Work, or any agreed-upon documentation under this Agreement.
5. Each Party shall have the right to terminate this Agreement by giving the other Party 10 days' written notice. Unless otherwise specified in such notice, this Agreement will terminate at the end of such 10-day period, and the liabilities of the Parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the Parties shall not be released from any duty to perform up to the date of termination. Work authorized under an individual Work Order, Task Order, Statement of Work or any other agreed-upon documentation under this Agreement, will be subject to the terms and conditions of that document.
6. None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Nothing in this Agreement shall be deemed as any waiver of immunity or liability limits granted to SIPA or EGE by the Colorado Governmental Immunity Act or any similar statutory provision.
7. This Agreement (and related Task Orders, Work Orders, Statements of Work, and agreed-upon documentation) constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
8. Neither SIPA nor its contractors have responsibility for the accuracy or completeness of the electronic information contained within EGE's databases. SIPA and its contractors shall be responsible only for the accurate and complete transmission of electronic information to and from such EGE databases, in accordance with the specifications of any EGE-owned software. For the purposes of the Colorado Open Records Act, EGE shall at all times be the custodian of records. Neither SIPA nor its contractors shall be deemed to be either the custodian of records or the custodian's agent.
9. This Agreement and any written amendments thereto may be executed in counterpart, each of which shall constitute an original and together, which shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or email

transmission will constitute effective and binding execution and delivery of this Agreement.

10. Confidential information for the purpose of this Agreement is information relating to SIPA's or EGE's research, development, trade secrets, business affairs, internal operations, management procedures, and information not disclosable to the public under the Colorado Open Records Act or some other law or privilege. Confidential information does not include information lawfully obtained through third parties, which is in the public domain, or which is developed independently without reference to a Party's confidential information. Neither Party shall use or disclose, directly or indirectly, without prior written authorization, any confidential information of the other. SIPA shall use its reasonable best efforts to ensure that its contractors protect EGE confidential information from unauthorized disclosure. Notwithstanding anything to the contrary herein, each Party acknowledges that given the subject matter of this Agreement, such Party shall not disclose confidential information of the other (whether in written or electronic form) to any third party, except as required by law or as necessary to carry out the specific purpose of this Agreement; provided, however, that if such disclosure is necessary, any third party who receives such confidential information shall also be bound by the nondisclosure provisions of this Section 10. Upon termination of this Agreement, the Parties shall return or destroy (at the other Party's request) all confidential information of the other and if such information is destroyed, each Party shall demonstrate evidence of such destruction to the other.

11. Miscellaneous Provisions

A. Independent Authority. SIPA shall perform its duties hereunder as an independent authority and not as an employee of EGE. Neither SIPA nor any agent or employee of SIPA shall be deemed to be an agent or employee of EGE. SIPA and its agents shall pay when due all required employment taxes and income tax and local head tax on any monies paid by EGE pursuant to this Agreement. SIPA acknowledges that SIPA and its employees or agents are not entitled to EGE employment or unemployment benefits unless SIPA or a third party provides such benefits and that EGE does not pay for or otherwise provide such benefits. SIPA shall have no authorization, express or implied, to bind EGE to any agreements, liability, or understanding except as expressly authorized by EGE. SIPA and its agents shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by EGE) and unemployment compensation insurance in the Agreement required by law, and shall be solely responsible for the acts of SIPA, its employees and agents.

B. Non-discrimination. SIPA agrees to comply with the letter and the spirit of all applicable state and federal laws respecting illegal discrimination and unfair employment practices.

C. Choice of Law. The laws of the State of Colorado (except Colorado laws related to choice of law or conflict of law) and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. At all times during the performance of this Agreement, SIPA shall strictly adhere to all applicable

federal and state laws, rules, and regulations that have been or may hereafter be established. Any legal action related to this Agreement shall be brought in either a state or federal court within the City and County of Denver, Colorado.

D. Software Piracy Prohibition. No State or other public funds payable under this Agreement shall knowingly be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. SIPA hereby certifies that, for the term of this Agreement and any extensions, SIPA has in place appropriate systems and controls to prevent such improper use of public funds. If EGE determines that SIPA is in violation of this paragraph, EGE may exercise any remedy available at law or equity or under this Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

F. Notices. All notices required or permitted under this Agreement shall be in writing and delivered personally, by facsimile, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered by facsimile or email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notices shall be delivered to:

If to SIPA:

**Statewide Internet Portal Authority**

**Attn:** EGE Administrator

**Street Address:** 1300 Broadway, Suite 440

**City, State, Zip:** Denver, CO 80203

**Phone:** (720) 409-5634

**Fax:** (720) 409-5642

**Email:** sipa@cosipa.gov

If to EGE: Roam Metropolitan District Nos. 1, 2 and 3

c/o Special District Management Services, Inc.

**Attn:** Lisa Johnson, District Manager

**Street Address:** 141 Union Boulevard, Suite 150

**City, State, Zip:** Lakewood, CO 80228

**Phone:** 303-987-0835

**Fax:** 303-987-2032

**Email: ljohnson@sdmsi.com**

And/or

Icenogle Seaver Pogue P.C. Attn: **Alan D. Pogue, Esq.**

**Street Address: 4725 S. Monaco Street, #360**

**City, State, Zip: Denver, CO 80237**

**Phone: 303-292-9100**

**Fax: 303-292-9101**

**Email: apogue@isp-law.com**

And to other address or addresses as the parties may designate in writing.

G: Third Party Beneficiary: EGE shall enjoy those rights of a third party as may be set forth expressly in any contract between SIPA and its contractors under which SIPA provides electronic information, products, and services to EGE, including the Master Contract Section 20.M., as may be amended.

H. Disputes. Any failure of either Party to perform in accordance with the terms of this Agreement shall constitute a breach of the Agreement. Any dispute concerning the performance of this Agreement which cannot be resolved at the operational level shall be referred to superior management and staff designated by each Party. Failing resolution at this level, EGE may ask the SIPA Board of Directors to address the dispute. If the dispute is not resolved after reference to the SIPA Board of Directors, the Parties may use whatever procedures may be available, including but not limited to termination of the Agreement.

This Agreement is entered into as of the day and year set forth above.

\_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

Entity: Statewide Internet Portal Authority

\_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title: President of Roam Metropolitan District No. 1, Roam Metropolitan District No. 2 and Roam Metropolitan District No. 3

Entity: Roam Metropolitan District Nos. 1, 2 and 3

Address: 141 Union Boulevard, Suite 150, Lakewood, Co 80228

Phone: 303-987-0835

Email: [ljohnson@sdmsi.com](mailto:ljohnson@sdmsi.com) or [apogue@isp-law.com](mailto:apogue@isp-law.com)

## MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (“Agreement”) is made and entered into this 12<sup>th</sup> day of September, 2019, by and between **ROAM METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **INDEPENDENT DISTRICT ENGINEERING SERVICES, LLC** (“Consultant”), collectively, the “Parties.”

### RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities, improvements, and infrastructure in accordance with its approved service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting the affairs of the District; and

WHEREAS, the District desires to procure certain professional services related to cost verification for District facilities, improvements and infrastructure, as such services are more specifically described in one or more Work Orders (as such term is defined in Section 2 hereof) issued hereunder; and

WHEREAS, Consultant has experience and resources to provide such services and is willing and able to provide such services to the District for reasonable consideration; and

WHEREAS, the District desires to engage Consultant to render such services as needed by the District; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Consultant shall provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### AGREEMENT

1. Appointment of Consultant. The District hereby retains Consultant for purposes of performing the Services (as such term is defined in Section 2 hereof) set forth in one or more Work Order(s) issued hereunder, and subject to the terms and conditions of this Agreement. Consultant hereby agrees to perform the Services set forth in any Work Order issued hereunder, pursuant to the terms and conditions set forth herein. Consultant acknowledges and agrees that the District may, in the District’s sole discretion, engage other consultants, to perform the same or similar Services as may be needed by the District, and that Consultant’s authority to perform the Services hereunder shall be limited to those Services set forth in a Work Order and, if applicable, a Change Order (as such term is defined in Section 2 hereof) executed by the Parties.

2. Scope of Services. Upon execution of this Agreement, the District and Consultant shall execute one or more Work Order(s) (“Work Order”), as set forth in **Exhibit A** attached hereto and incorporated herein by reference, describing the Services to be provided by Consultant and the compensation to be paid by the District for the Services rendered. In the event the Parties need to modify the Services set forth in the Work Order, the Parties shall execute a Change Order, as set forth in **Exhibit B** attached hereto and incorporated herein by reference, describing the specific changes to the Services to be provided by Consultant and any changes to compensation to be paid to Consultant by the District. At the request of the District and upon agreement of the Parties, Consultant may perform additional services that are beyond the scope of existing services set forth in any Work Order issued hereunder. Such additional services and compensation to be paid for the additional services will be set forth in a new Work Order executed by the Parties. Any new Work Order issued pursuant to this Paragraph 2 shall be subject to the terms and conditions set forth in this Agreement. No Work Order or Change Order shall be authorized and executed by the District unless sufficient funds have been appropriated by the District for payment of the Consultant’s compensation, as provided in Section 13 hereof. Consultant shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement. Consultant shall at all times conform to the stated policies established and approved by the District.

A. General Duties. In connection with performing the Services set forth in any executed Work Order and/or Change Order issued hereunder, Consultant agrees to:

(1) Provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Consultant’s proposal to provide such Services to the District;

(2) Furnish, or cause to be furnished, all labor, materials, equipment, permits and accessories, as necessary, to provide such Services;

(3) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Section 7 hereof;

(4) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District’s staff and consultants to assure that the District has the most complete information available for the exercise of the District’s powers and discretionary authority; and

(5) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by Consultant shall be the obligations of Consultant whom shall hold the District harmless therefrom.

B. Compliance with Applicable Law. Consultant shall provide the Services as set forth herein in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction in which this Agreement is performed. Consultant declares that Consultant has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Services to be provided pursuant to this Agreement.

C. Subconsultants. Consultant is solely and fully responsible to the District for the Services to be provided pursuant to this Agreement, including all acts and omissions of subconsultants and persons employed by them. Consultant will require any subconsultants to obtain the required insurance coverage pursuant to Section 7 hereof and to agree to indemnify the District in the same manner as Consultant pursuant to Section 10 hereof.

D. No Right or Interest in District's Assets. Consultant shall have no right or interest in any assets of the District, or in any lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

E. Responsibility for Errors. Consultant shall be responsible for all Services performed pursuant to this Agreement, including any Work Orders and Change Orders issued hereunder. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the District, regarding any Services rendered pursuant to this Agreement, and any Work Orders and Change Orders issued hereunder, at no additional cost to the District. In the event of an error or omission caused by Consultant or its Subconsultants, Consultant shall, at no cost to the District, provide all necessary design drawings, estimates and other services necessary to rectify and correct the matter to the satisfaction of the District and participate in any meetings required with regard to the correction at no cost to the District.

3. Compensation. The District shall compensate Consultant for Services rendered in such amount(s) and/or at such rates as set forth in the executed Work Order or, if applicable, Change Order. Consultant shall not receive additional compensation for any changes to a Work Order unless the District and Consultant have executed a Change Order authorizing the change in Services and the payment of additional compensation to Consultant. Any and all Work Orders and Change Orders resulting in additional compensation to be paid to Consultant by the District beyond the amount originally appropriated by the District as set forth in the Work Order, shall require the appropriation of funds by the District, as set forth in Section 13 hereof, prior to the execution of any such Work Order or Change Order. The District is exempt from Colorado sales and use taxes. Consultant shall use reasonable efforts to ensure that the costs for Services provided and charged to the District do not include sales and use taxes.

A. Performance Reports and Invoices. Consultant shall submit monthly performance reports and invoices for Services rendered to the District. Performance reports shall be in a form acceptable to the District and describe the work completed to date, work in progress and work yet to be performed. Concurrently with the submission of the performance report, Consultant shall submit an invoice to the District that summarizes costs paid to date by the District and the amount currently due to Consultant. Invoices and performance reports are to be submitted to the District no later than the 3<sup>rd</sup> day of each month for Services completed in the



preceding month. The District shall pay Consultant's invoice within forty-five (45) days from the 3<sup>rd</sup> day of each month. The District reserves the right to review and/or inspect all Services completed and invoiced prior to payment as set forth in Section 3.B. herein. If any or all the Services are not accepted for payment by the District after review and/or inspection of the completed Services, the terms of Section 3.B. herein shall apply.

B. Review and Inspection of Services. The District may review and/or inspect the Services provided at any time throughout the term of this Agreement and shall notify Consultant if, in the District's discretion, any or all Services are not provided in accordance with this Agreement and any Work Order and Change Order issued hereunder. Failure by Consultant to properly provide the Services required pursuant to this Agreement, including any Work Order and Change Order issued hereunder, shall constitute a default of this Agreement. In such case, the District shall provide written notice of said default to Consultant. Consultant shall have two (2) days to cure or to reasonably commence to cure the default unless otherwise agreed to by the Parties. If Consultant fails to cure the default within the time period provided, the District shall be entitled to pursue all remedies provided by law and in equity, including specific performance, and to recover all costs and reasonable attorney fees incurred in any suit or claim brought by the District to enforce the terms of this Agreement and any Work Order and Change Order issued hereunder. In addition, in the event of an uncured default by Consultant, the District may hire a third party to complete the Services and Consultant agrees to pay all additional costs incurred by the District for the completion of the Services by a third party.

C. Compensation Upon Termination. In the event this Agreement is terminated as provided in Section 5 hereof, the District shall pay Consultant for all Services satisfactorily completed pursuant to any Work Order or Change Order issued hereunder, through the effective date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of notice of termination or the effective date of termination, as applicable. In ascertaining the Services actually rendered through the date of notice of termination or the effective date of termination of this Agreement (and all Work Orders and Change Orders issued hereunder), consideration shall be given to both completed work and work in progress pertaining to the Services contemplated herein.

4. Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate on December 31, 2020 unless otherwise terminated by the District or Consultant pursuant to Section 5 hereof. In the event the completion of Services occurs in a fiscal year following the effective date of this Agreement, such Services to be performed in the following fiscal year shall be subject to annual appropriations by the District as set forth in Section 13 hereof.

5. Termination. The District shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Consultant of such termination and specifying the effective date of termination thereof. Consultant shall be entitled to receive compensation in accordance with Section 3.C. of this Agreement for any Services satisfactorily completed pursuant to the terms of this Agreement prior to the effective date of termination. Consultant may terminate this Agreement, with cause, by delivery of written notice of termination to the District at least thirty (30) days prior to the effective date of termination. Such

notice shall specify the extent of termination and the effective date. Consultant shall stop rendering Services pursuant to this Agreement upon the effective date of termination. Upon any termination and payment of all undisputed amounts owed to Consultant, Consultant shall transfer title and deliver to the District all Work Product, as defined and described in Section 6 hereof, which shall be deemed from and after the effective date of this Agreement to be the property of the District.

6. Ownership of Work Product. Any and all Work Product, as such term is defined herein, created, prepared, and/or produced by Consultant pursuant to this Agreement shall become the sole and exclusive property of the District under all circumstances, whether or not Consultant completes the Services set forth hereunder or the Agreement is terminated by either Party. Upon payment of Services completed or completed through the date of termination to the satisfaction of the District and upon requested by the District, all Work Product shall be delivered to the District in hard copy and in an electronic format compatible to the District's computer applications at Consultant's expense. The District shall have the right to use and re-use all Work Product resulting from Consultant's efforts performed pursuant to this Agreement in any way or manner deemed appropriate by the District. Any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and subconsultants. The District's use of any or all such Work Product for its own purposes shall not be a violation of any patent or copyright thereof. Consultant agrees that the copyright and other intellectual property rights (as are applicable) in and to any component of the Work Product, and to the design and content of the Work Product, are hereby assigned and shall belong exclusively to the District. Upon request by the District, Consultant shall promptly execute whatever legal documents or other materials that the District deems necessary to secure, perfect, or substantiate the District's exclusive rights and interest in any Work Product created pursuant to this Agreement. For purposes of this Agreement, "Work Product" includes, but is not limited to, any and all finished or unfinished design, development and/or construction documents, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Consultant prepared and/or used in connection with this Agreement. All drawings, specifications and other documents prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the District or others on extensions of the work or on any other project.

7. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the minimum insurance coverages and limits set forth in this Section 7(A), to provide protection from claims that may arise out of or result from Consultant's performance or obligations pursuant to this Agreement, whether such performance is by Consultant, by anyone directly or indirectly employed by Consultant, or by anyone who acts on behalf of Consultant, including any subconsultants of Consultant. The minimum insurance coverages and limits to be acquired by Consultant are as follows:

- (1) Commercial General Liability Insurance:  
General Aggregate \$ 2,000,000

Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each accident

(4) Umbrella Policy: \$ 1,000,000

B. In addition, unless otherwise marked "No", the following coverage shall be obtained by Consultant, on an occurrence basis:

(1) Performance Bond

Included: Yes  No

(2) Builder's Risk Insurance. A blanket builder's risk insurance policy with coverage on an "all risk" basis for the project including but not limited to: (1) coverage for any ensuing loss from faulty workmanship or defective materials; (2) coverage against damage or loss caused by earth movement, flood, fire, and extended coverage perils, theft, vandalism, and malicious mischief, collapse and false work, including increased cost of construction, architects fees and expenses, soft costs, and operational testing; (3) coverage for removal of debris and demolition; (4) transit coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; (5) policy is to include as insured the District, the Consultant, and all subconsultants; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site of the Services. Such insurance shall be on a "completed value" form insuring probable maximum loss, all on a replacement cost basis.

Included: Yes  No

(3) General Professional Liability. Professional Liability insurance with coverage in the amount of One Million Dollars (\$1,000,000) each claim and in the aggregate covering the negligent acts, errors, or omissions of the Consultant and/or its subconsultants in the performance of the Services.

Included: Yes  No

Unless otherwise indicated, all policies listed in this Section 7 shall be on an occurrence basis.

C. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers, employees, and agents.

D. Additional Insured Parties. The District shall be named as an additional insured on all policies (with the exception of workers' compensation and professional liability insurance). The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

E. Certificates of Insurance. Consultant shall provide to the District certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any Services pursuant to this Agreement.

F. Notice. Consultant agrees to provide the District with a minimum 10-day notice for the cancellation of any insurance policies required by this Agreement due to the non-payment of a premium and with a minimum of a 30-day notice for any change to or cancellation of an insurance policy other than for non-payment of a premium. Any failure on the part of the Consultant to comply with the notice reporting provisions or other conditions of the insurance policies set forth herein shall not affect the obligation of the Consultant to provide the required coverage to the District and its directors, officers, employees, and agents.

G. Subconsultant Insurance. If Consultant subcontracts any portion(s) of the Services, Consultant shall require that each subconsultant retained by Consultant to acquire and maintain insurance coverage as set forth in this Section 7. Consultant shall require each subconsultant to provide to Consultant insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Consultant shall retain all subconsultant insurance certificates and endorsements for the duration of the Agreement. Consultant shall, upon District request, submit them to the District for review. Failure to acquire and maintain subconsultant insurance certificates is a material breach of this Agreement.

H. Non-limiting. No provision, term or condition contained in this Section 7 of the Agreement shall be construed as limiting in any way the indemnification provision contained in Section 10 hereof, or any rights, immunities and protections provided to the District by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., or the extent to which Consultant may be held responsible for payments of damages to persons or property.

8. Illegal Aliens.

A. Certification. Prior to the execution of this Agreement, Consultant shall certify to the District, as attached hereto as **Exhibit C**, that at the time of certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Consultant will participate in either the E-Verify Program administered by the U.S.

Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in Section 8.F. herein, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subconsultant that fails to certify to Consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Consultant shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Consultant obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall:

(i) Notify the subconsultant and the District within three (3) days that Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and

(ii) Terminate the subcontract with the subconsultant if, within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subconsultant does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subconsultant if during such three (3) days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply With Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), C.R.S. to ensure that Consultant is complying with this Section 8 of the Agreement.

E. Breach. If Consultant violates a provision of this Section 8, the District may terminate the Agreement for breach of the Agreement. If the Agreement is so terminated, Consultant shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if Consultant violates a provision of this Section 8 of the Agreement and the District terminates the Agreement.

F. Department Program. If Consultant participates in the Department Program in lieu of the E-Verify Program, Consultant shall notify the Department and the District of such participation. Consultant shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Agreement, affirm that the Consultant has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and has not altered or falsified the identification documents for such employees. Consultant shall provide a written, notarized copy of the affirmation to the District.

9. Independent Contractor. Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and any of the Consultant's employees. Neither the Consultant nor any of Consultant's employees are or shall be deemed employees of the District. Consultant is not, and shall not act as, the agent of the District. The employees who assist Consultant in the performance of the Services shall at all times be under Consultant's exclusive direction and control and shall be employees of Consultant and not employees of the District. Consultant shall pay all wages, salaries, and other amounts due Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees including, without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, Consultant has sole authority and responsibility to employ, discharge, and otherwise control Consultant's employees. Consultant has sole authority and responsibility as principal for Consultant's agents, employees, subconsultants and all others Consultant hires to perform or assist in performing the Services.

10. Indemnification. Consultant shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Consultant or any of its subconsultants, agents or employees, in connection with Consultant's performance, duties, and obligations pursuant to this Agreement; provided, however, that Consultant shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. If Consultant is providing architectural, engineering, surveying, or other design services, then the extent of Consultant's obligation to indemnify or hold harmless the District may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between Consultant and the District. The obligations of the

indemnifications extended by Consultant to the District under this Section 10 shall survive termination or expiration of this Agreement. Upon execution of this Agreement, Consultant shall provide the District with a copy of Consultant's IRS Form W-9, Request for Taxpayer Identification Number.

11. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. Liability of the District. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

13. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder for any and all Services authorized pursuant to Section 2 of this Agreement are subject to annual appropriations of funds by the District. Any extension of this Agreement, including any Work Orders or Change Orders, resulting in additional compensation beyond amounts originally appropriated, if any, shall be subject to annual appropriations of funds by the District.

14. Bidding. The District shall be entitled to bid for the same or similar services that Consultant could provide pursuant to this Agreement as the District deems necessary to comply with current law regarding contracts for such services. Consultant shall have no claim against the District if this Agreement is not extended for any fiscal year or if Consultant is not selected to perform certain services as may be needed by the District throughout the fiscal year.

15. Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

**If to the District:**

Roam Metropolitan District No. 1  
Special District Management Services, Inc.  
Attn: Lisa A. Johnson  
141 Union Blvd., Ste. 150

Lakewood, CO 80228  
Email: ljohnson@sdmsi.com

**With a Copy to:**

Icenogle Seaver Pogue, PC.  
Attn: Alan D. Pogue  
4725 S. Monaco St., Suite 360  
Denver, Colorado 80237  
Email: APogue@ISP-law.com

**If to the Consultant:**

Independent District Engineering Services, LLC  
Attn: Greg Toler  
355 Union Blvd, Suite 302  
Lakewood, CO 80228  
Email: GregToler@idesllc.com

16. Modification. This Agreement may not be amended modified, or changed, in whole or in part, without a written agreement executed by both the District and Consultant.

17. Assignment. Consultant shall not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written consent of the District. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement. Regardless of the District's consent, no assignment or transfer shall release Consultant from Consultant's obligation to perform all other obligations required to be performed by Consultant hereunder for the term of the Agreement. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

18. No Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

20. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

21. Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the



opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

22. No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of the District and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

23. Conflicts. The terms of this Agreement may be used to construe the intent of the Parties in connection with any exhibits, addendums, amendments, Work Orders, or Change Orders attached hereto, and shall be read as nearly as possible to make the provisions of this Agreement, and any such exhibits, addendums, amendments, Work Orders, and Change Orders fully effective. Should any irreconcilable conflict arise between the terms and provisions of this Agreement and the terms and provisions set forth in any exhibit, addendum, amendment, Work Order, and/or Change Order attached hereto, the terms and provisions of this Agreement shall prevail.

24. Headings. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

25. Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

26. Entire Agreement. This Agreement, including all Work Orders and Change Orders executed hereunder, and any other exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Remainder of Page Left Intentionally Blank.)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**ROAM METROPOLITAN DISTRICT NO. 1**

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

ATTEST:

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

**INDEPENDENT DISTRICT ENGINEERING  
SERVICES, LLC**

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

ATTEST:

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

**EXHIBIT A**  
(To Master Services Agreement)

**FORM OF WORK ORDER(S)**

**&**

**WORK ORDERS**

**WORK ORDER #20\_\_ - \_\_**  
**TO MASTER SERVICES AGREEMENT, DATED SEPTEMBER 12, 2019**

This Work Order is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 and further described as follows:

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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 [in an amount not to exceed \$ \_\_\_\_\_ -OR- based on established unit prices -OR- a lump sum amount of \$ \_\_\_\_\_ -OR- on a time and materials basis, not to exceed a total amount of \$ \_\_\_\_\_], 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 the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate [on December 31, 20\_\_ OR upon the completion of the Services by Consultant].

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

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

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

**ROAM METROPOLITAN DISTRICT NO. 1**

\_\_\_\_\_

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

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

**INDEPENDENT DISTRICT ENGINEERING  
SERVICES, LLC**

\_\_\_\_\_

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

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

**EXHIBIT A-1 TO WORK ORDER #20\_\_ - \_\_**  
**SCOPE OF SERVICES AND PAYMENT FOR SERVICES**

**WORK ORDER #2019-1**  
**TO MASTER SERVICES AGREEMENT, DATED SEPTEMBER 12, 2019**

This Work Order is made and entered into this 12<sup>th</sup> day of September, 2019, 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 and incorporated herein.

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 on a time and materials basis, not to exceed a total amount of \$15,000.00, based upon the rates 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 the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate upon the completion of the Services by Consultant.

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

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

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the 12<sup>th</sup> day of September, 2019.



**ROAM METROPOLITAN DISTRICT NO. 1**

\_\_\_\_\_

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

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

**INDEPENDENT DISTRICT ENGINEERING  
SERVICES, LLC**

\_\_\_\_\_

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

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

## EXHIBIT A-1 TO WORK ORDER #2019-1

### SCOPE OF SERVICES AND PAYMENT FOR SERVICES

#### I. SCOPE OF SERVICES

**Cost Certification:** Contractor will review documentation provided by the District to determine the scope of District eligible improvements and the claimed cost for the initial improvements. The District will provide the following documentation for completed, designed, or administrative elements of the project associated with reimbursements:

- Service Plan
- Project Plans
- Plat or Exhibit showing District Tract Ownership and Easements
- ACAD Base Files for Exhibit Development (IDES can coordinate with DOR for this info)
- Other Legal Documents impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information
- Invoices and proofs of payments
- Any additional documentation of services provided and or fees paid that the Client believes would be a District eligible cost.
- Developer/District Reimbursement Agreements
- Developer/Local Jurisdiction Subdivision Improvement Agreements
- Other as may be requested or needed
- Contact for District Representative
- Contact for Developer Representative

Based on the information provided, the Contractor will prepare a cost certification of District eligible improvements and expenditures. Contractor will review invoices for reasonableness and District eligibility. This information will be used to prepare one (1) "Engineer's Report for Cost Certification" (the "Report") which will include an exhibit showing the areas on site where improvement costs have been certified. Contractor will provide aerial shots unless the site is in a restricted airspace per FAA regulations. The Report will be prepared and signed by a professional engineer and will contain all necessary information to satisfy the requirements of the District Service Plan and any applicable agreements related to the funding or reimbursement of the public improvements.

Contractor will perform site visits as needed and participate in meetings and conference calls as needed to complete the Report. Contractor may host a kick-off meeting to discuss the documentation requested. Contractor will participate in project meetings as requested by the District, which may include District Board meetings, project status meetings, local jurisdiction coordination meetings, construction progress meetings, miscellaneous field meetings, and other meetings with project stakeholders.

## II. RATES

### Billing Rates

District Engineer	\$ 150.00 per hour
Professional Engineer (Office/Field)	\$ 140.00 per hour
Technical Specialist (SWMP)	\$ 120.00 per hour
Contracts Administrative Specialist	\$ 100.00 per hour
Assistant Engineer/Field Tech	\$ 85.00 per hour
Project Administrator	\$ 70.00 per hour

### Reimbursable Expenses

Copies b/w up to 11 x 14	\$0.05
Copies color up to 11 x 14	\$0.10
Copies b/w 11 x 17	\$0.25
Copies color 11 x 17	\$0.25
Mileage	IRS Rate + 10%
Plan Copies, outside copies, other items	at cost + 10%

**EXHIBIT B**  
(To Master Services Agreement)  
**FORM OF CHANGE ORDER**

**CHANGE ORDER # \_\_\_\_\_**  
**TO WORK ORDER #20\_\_\_\_ - \_\_\_\_\_**  
**MASTER SERVICES AGREEMENT, DATED SEPTEMBER 12, 2019**

This Change Order is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **ROAM METROPOLITAN DISTRICT NO. 1** (the "District"), and **INDEPENDENT DISTRICT ENGINEERING SERVICES, LLC** ("Consultant"), collectively, the "Parties," and is hereby issued to modify the terms of that certain Work Order #20\_\_\_\_ - \_\_\_\_\_ ("Work Order") executed by the Parties pursuant to the terms of the Agreement (as defined herein). Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement dated September 12, 2019 between the District and Consultant, (the "Agreement").

1. Services. The Parties hereby acknowledge and agree that the Services to be provided by the Consultant pursuant to the Work Order are hereby modified as set forth in **Exhibit B-1** attached hereto and further described as follows: (describe specific changes to the Services that are being modified or removed from the original Work Order)

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2. Compensation. Consultant hereby agrees to perform such Services as set forth in Paragraph 1 to this Change Order and the District hereby agrees to pay Consultant for the satisfactory performance of the Services [in an amount not to exceed \$ \_\_\_\_\_ -OR- based on established unit prices -OR- a lump sum amount of \$ \_\_\_\_\_ -OR- on a time and materials basis, not to exceed a total amount of \$ \_\_\_\_\_], as set forth in **Exhibit B-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 Change 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 the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate [on December 31, 201\_ OR upon the completion of the Services by Consultant].

4. Modification. This Change Order may not be amended, modified or changed, in whole or in part, except by a new Change Order executed by the District and the Consultant.

5. Integrated Agreement. This Change Order has been issued pursuant to, and is hereby made a part of, the Agreement and Work Order #20\_\_\_\_-\_\_\_\_. Except as otherwise provided herein, the terms and conditions of the Agreement and Work Order #20\_\_\_\_-\_\_\_\_ remain in full force and effect and shall apply to this Change Order.

IN WITNESS WHEREOF, the Parties have executed this Change Order as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ROAM METROPOLITAN DISTRICT NO. 1**

\_\_\_\_\_

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

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

**INDEPENDENT DISTRICT ENGINEERING SERVICES, LLC**

\_\_\_\_\_

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

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

**EXHIBIT B-1 TO CHANGE ORDER #\_\_\_\_**  
**SCOPE OF SERVICES AND PAYMENT FOR SERVICES**

**EXHIBIT C**  
(To Master Services Agreement)

**CERTIFICATION REGARDING ILLEGAL ALIENS**

To: **ROAM METROPOLITAN DISTRICT NO. 1**

I, \_\_\_\_\_, as \_\_\_\_\_ of Independent District Engineering Services, LLC, the prospective "Contractor" for that certain contract for engineer cost certification services ("Agreement") to be entered into with Roam Metropolitan District No.1, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work pursuant to this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

Executed on the \_\_\_\_ of \_\_\_\_\_, 2019.

**INDEPENDENT DISTRICT ENGINEERING  
SERVICES, LLC**

\_\_\_\_\_

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

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