

REUNION METROPOLITAN DISTRICT
SPECIAL MEETING AGENDA
 Reunion Recreation Center
 17910 East Parkside Drive North
 Commerce City, Colorado
 October 21, 2020
 1:30 p.m.

At least one person will be at the above location for the meeting. However, due to concerns regarding the spread of COVID-19 and the current social distancing requirements in place, this meeting will also be held electronically via ZOOM. See below for the link and information necessary to access the ZOOM meeting.

Join Zoom Meeting
<https://zoom.us/j/96760936819>
 Meeting ID: 967 6093 6819
 Or dial in:
 1-669-900-9128

Reunion Metropolitan District

Kelly Leid, President	Term to May 2023
Brett Price, Vice President	Term to May 2022
Bruce Rau, Treasurer	Term to May 2022
Teresa Kershnik, Assistant Secretary	Term to May 2023
Tim E. Roberts, Assistant Secretary	Term to May 2023

AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person. Comments will be taken in the order reflected on the sign in sheet.
5. Legal Matters
 - A. Consider approval of Amendment No. 18 to the Resolution of the Reunion Metropolitan District Regarding the Imposition of System Development Fees (enclosure) **PAGE 3**

- B. Consider approval of Amendment No. 9 to the Amended and Restated Resolution of the Reunion Metropolitan District Regarding the Imposition of City Credit Fees (enclosure) **PAGE 9**
 - C. Consider approval of Engagement Letter with Icenogle Seaver Pogue (enclosure) **PAGE 15**
 - D. Consider adoption of a Resolution authorizing the District to enter into a special revenue obligation in the form of a Capital Pledge Agreement whereby the District is to impose, collect, pay and pledge certain system development fees to North Range Metropolitan District No. 3 (“North Range No. 3”) in connection with the issuance by North Range No. 3 of its Limited Tax General Obligation Bonds, Series 2020A⁽³⁾ and its Subordinate Limited Tax General Obligation Bonds, Series 2020B⁽³⁾. (to be distributed)
 - E. Consider approval of the Second Amendment to Funding and Reimbursement Agreement (Capital) between Reunion Metropolitan District and Clayton Properties Group II, Inc. (to be distributed)
 - F. Consider approval of Consent to the issuance by North Range Metropolitan District No. 3 of its Limited Tax General Obligation Bonds, Series 2020A⁽³⁾ and its Subordinate Limited Tax General Obligation Bonds, Series 2020B⁽³⁾ and the allocation of North Range Metropolitan District No. 3’s Service Plan debt limit relative to the Mill Levy Equalization and Pledge Agreement (to be distributed)
6. Financial Matters
- A. Budget Public Hearing on 2020 Budget Amendment and Consider Adoption of Resolution Amending the 2020 Budget (enclosure) **PAGE 25**
7. Other Business
- A. Confirm Quorum for the Special Meeting/2021 Budget Public Hearing on November 19, 2020 at 3:00 p.m. via Zoom.
8. Adjournment

AMENDMENT NO. 18
TO THE RESOLUTION OF THE
REUNION METROPOLITAN DISTRICT
REGARDING THE IMPOSITION OF SYSTEM DEVELOPMENT FEES

This AMENDMENT NO. 18 (the “**Amendment**”) is made and authorized as of this 21st day of October, 2020, by REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”).

RECITALS

WHEREAS, the District has approved and adopted that certain Resolution of the Reunion Metropolitan District Regarding the Imposition of System Development Fees, dated December 6, 2001, as amended (the “**Resolution**”), as the same was recorded with the Adams County Clerk and Recorder on December 12, 2001, at Reception No. CO899317; and

WHEREAS, the Resolution provides for further amendment in the event of inclusion of additional real property within the boundaries of the District and/or North Range Metropolitan District No. 1, North Range Metropolitan District No. 2, North Range Metropolitan District No. 3, North Range Metropolitan District No. 4 and North Range Metropolitan District No. 5, and

WHEREAS, additional property has been included into North Range Metropolitan District No. 3 pursuant to an Order for Inclusion (Reunion Filing No. 38 (7A)) issued by the District Court, Adams County, Colorado, and recorded with the Adams County Clerk and Recorder on _____, at Reception No. _____; and

WHEREAS, this Amendment shall be recorded in the real property records of Adams County in order to put property owners within the boundaries of North Range Metropolitan District No. 3 on notice of the imposition of the System Development Fee pursuant to the Resolution.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF REUNION METROPOLITAN DISTRICT AS FOLLOWS:

- 1. Exhibit A to the Resolution is hereby amended by the addition of the legal description for the real property identified in **Addendum 1**, attached hereto and incorporated hereby.
- 2. Except as expressly set forth herein, all other provisions, terms and conditions of the Resolution, and all amendments thereto, shall remain in full force and effect and are legally binding.

APPROVED AND EFFECTIVE AS OF THE DATE OF RECORDATION.

AYES _____ NAYS _____ ABSTAINED _____ ABSENT _____

CERTIFIED AS APPROVED AND AUTHORIZED BY THE REUNION METROPOLITAN
DISTRICT BOARD OF DIRECTORS

BY: _____

AS: _____

ADDENDUM 1
(Reunion Filing No. 38 (7A))

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED WITHIN QUIT CLAIM DEED RECORDED UNDER RECEPTION NO. C0365970 OF THE RECORDS OF THE ADAMS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE AND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8 AND CONSIDERING THE NORTH LINE OF SAID SECTION 8 TO BEAR NORTH 89°13'51" EAST, A DISTANCE OF 5,278.95 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 49°52'09" EAST, A DISTANCE OF 101.42 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF EAST 112TH AVENUE AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2020000008057, IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1. NORTH 88°54'26" EAST, A DISTANCE OF 536.11 FEET;
2. SOUTH 46°05'34" EAST, A DISTANCE OF 35.36 FEET;
3. NORTH 88°54'26" EAST, A DISTANCE OF 64.00 FEET;
4. NORTH 43°54'26" EAST, A DISTANCE OF 35.36 FEET;
5. NORTH 88°54'26" EAST, A DISTANCE OF 30.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 5555.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°32'27", AN ARC LENGTH OF 52.43 FEET TO THE WESTERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2020000008055, IN SAID RECORDS;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, ALONG THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 202000008055 THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 27°37'43" EAST, A DISTANCE OF 28.41 FEET;
2. SOUTH 00°48'53" EAST, A DISTANCE OF 106.09 FEET;
3. NORTH 89°01'30" EAST, A DISTANCE OF 80.74 FEET;
4. NORTH 34°05'49" EAST, A DISTANCE OF 28.52 FEET;
5. NORTH 89°01'30" EAST, A DISTANCE OF 110.00 FEET;
6. SOUTH 00°58'40" EAST, A DISTANCE OF 73.51 FEET;
7. SOUTH 89°51'36" EAST, A DISTANCE OF 36.22 FEET TO THE NORTHWESTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2020000035759, IN SAID RECORDS;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2020000035759,

SOUTH 00°08'24" WEST, A DISTANCE OF 423.72 FEET TO THE TO THE NORTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED WITHIN THE SPECIAL WARRANTY DEED RECORDED ON FEBRUARY 14, 1995, IN BOOK 4466 AT PAGE 733, IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 57°21'21" WEST, A DISTANCE OF 156.87 FEET;
2. SOUTH 67°47'22" WEST, A DISTANCE OF 803.42 FEET;
3. SOUTH 03°31'26" WEST, A DISTANCE OF 35.27 FEET;
4. SOUTH 26°07'51" WEST, A DISTANCE OF 140.18 FEET;

5. SOUTH 88°11'36" WEST, A DISTANCE OF 114.74 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF CHAMBERS ROAD, SAID POINT BEING 30.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, PARALLEL WITH SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, NORTH 00°45'04" EAST, A DISTANCE OF 502.32 FEET TO THE SOUTHWESTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2020000008055, IN SAID RECORDS;

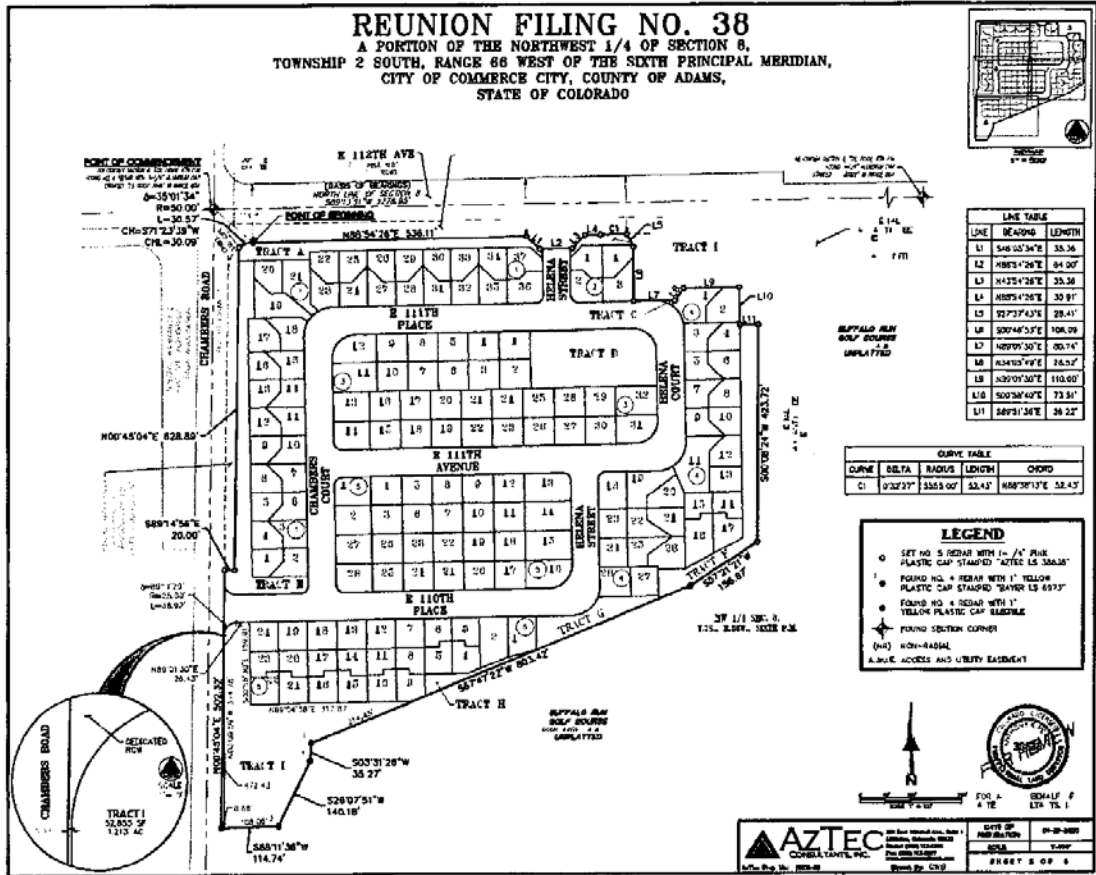
THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2020000008055 THE FOLLOWING TWO (2) COURSES:

THENCE SOUTH 89°14'56" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 00°45'04" EAST, A DISTANCE OF 628.89 FEET TO SAID SOUTHERLY RIGHT-OF-WAY OF EAST 112TH AVENUE AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2020000008057 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 50.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 36°07'08" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°01'34", AN ARC LENGTH OF 30.57 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 19.507 ACRES, (849,744 SQUARE FEET), MORE OR LESS.



AMENDMENT NO. 9
TO THE AMENDED AND RESTATED RESOLUTION OF THE
REUNION METROPOLITAN DISTRICT
REGARDING THE IMPOSITION OF CITY CREDIT FEES

This AMENDMENT NO. 9 (the “**Amendment**”) is made and authorized as of this 21st day of October, 2020, by REUNION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”).

RECITALS

WHEREAS, the District has approved and adopted that certain Amended and Restated Resolution Regarding the Imposition of City Credit Fees, dated August 10, 2005, as amended (the “**Resolution**”), as the same was recorded with the Adams County Clerk and Recorder on September 6, 2005, at Reception No. 20050906000961780; and

WHEREAS, the Resolution provides for further amendment in the event of inclusion of additional real property within the boundaries of the District and/or North Range Metropolitan District No. 1, North Range Metropolitan District No. 2, North Range Metropolitan District No. 3, North Range Metropolitan District No. 4 and North Range Metropolitan District No. 5; and

WHEREAS, additional property has been included into North Range Metropolitan District No. 3 pursuant to an Order for Inclusion (Reunion Filing No. 38 (7A)) issued by the District Court, Adams County, Colorado, and recorded with the Adams County Clerk and Recorder on _____, at Reception No. _____; and

WHEREAS, this Amendment shall be recorded in the real property records of Adams County in order to put property owners within the boundaries of North Range Metropolitan District No. 3 on notice of the imposition of the City Credit Fee pursuant to the Resolution.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF REUNION METROPOLITAN DISTRICT AS FOLLOWS:

- 1. Exhibit A to the Resolution is hereby amended by the addition of the legal description for the real property identified in **Addendum 1**, attached hereto and incorporated hereby.
- 2. Except as expressly set forth herein, all other provisions, terms and conditions of the Resolution, and all amendments thereto, shall remain in full force and effect, and are legally binding.

APPROVED AND EFFECTIVE AS OF THE DATE OF RECORDATION.

AYES _____ NAYS _____ ABSTAINED _____ ABSENT _____

CERTIFIED AS APPROVED AND AUTHORIZED BY THE REUNION METROPOLITAN
DISTRICT BOARD OF DIRECTORS

BY: _____

AS: _____

ADDENDUM 1
(Reunion Filing No. 38 (7A))

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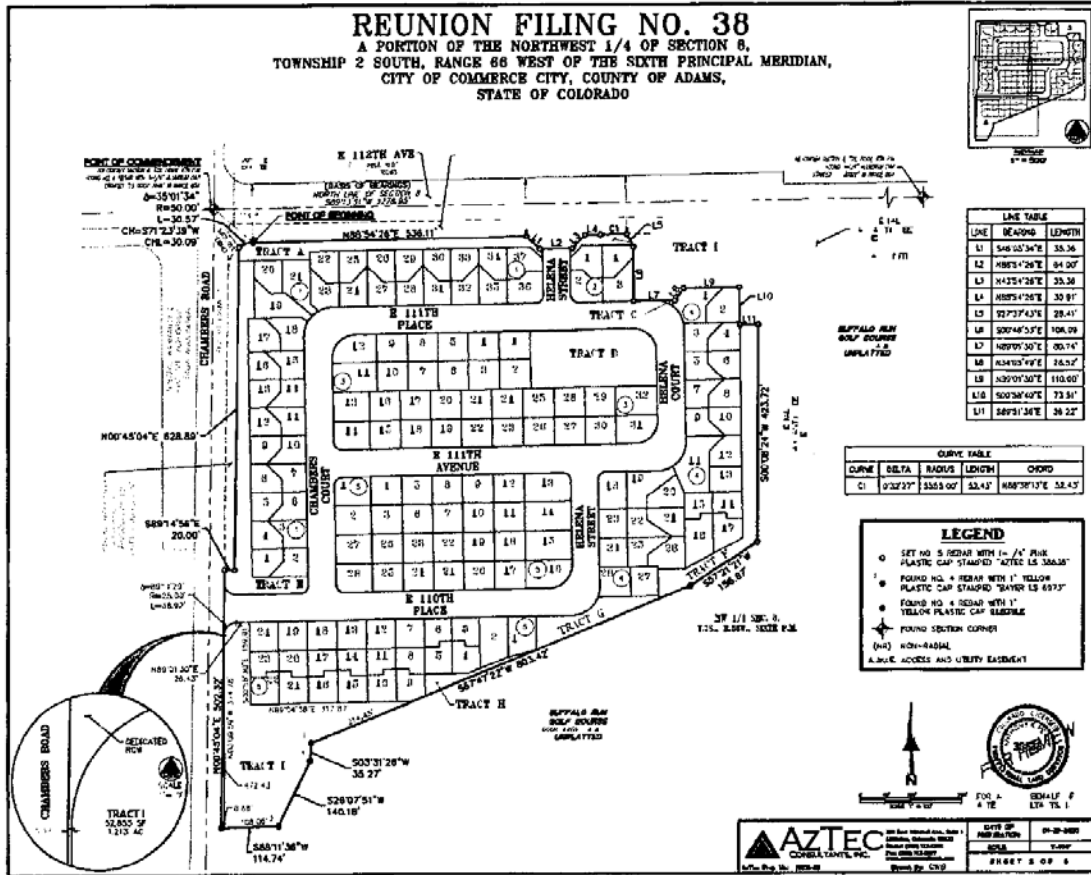
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CONTAINING AN AREA OF 19.507 ACRES, (849,744 SQUARE FEET), MORE OR LESS.





ICENOGLE SEAVER POGUE

October 9, 2020

VIA ELECTRONIC MAIL: kbear@wbapc.com

Board of Directors of Reunion Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

Re: Legal Services Engagement – Reunion Metropolitan District

Board Members:

Icenogle Seaver Pogue, P.C. (the “Firm”) is pleased to submit this letter of engagement for special counsel legal services for Reunion Metropolitan District (the “District”) to review and advise on the terms of a Capital Pledge Agreement. Our Standard Terms of Engagement are enclosed with this letter and confirm our understanding of the general terms of representation that our Firm will undertake on behalf of the District.

The services of our Firm are primarily measured and charged on a time basis. You will be invoiced for the services that personnel in our Firm perform for you. Invoices are rendered on a monthly basis and they are due upon receipt. Typically, our services are measured in increments of one-tenth of an hour and applied to our hourly rates. The rates of all billing personnel in our Firm are enclosed. All rates are subject to change January 1 of each year.

In addition to legal fees, the Firm will also bill you for its out-of-pocket costs incurred in handling your legal matters. These include photocopying and delivery charges, filing and recording fees, travel expenses, materials and services obtained from others, and other items for which we advance payment on your behalf. These, too, will be billed on a monthly basis. All unpaid fees and costs are subject to a one percent per month interest charge. The exception to time-measured billing are opinion fees, charged for formal legal opinions on which others may rely, notably bond-related and contract enforceability-related opinions. Such opinion fees vary with the complexity of issues involved and will be subject to your agreement in advance of opinion issuance.

Because our Firm works with property owners and political subdivisions, including municipalities, counties, and cities and counties, we are or may be engaged by others to organize and/or represent districts in the same area as this District. We will not represent those clients in matters adverse to the District or the District in matters adverse to those clients.

Before engagement of a new client, we are required by the Colorado Rules of Professional Conduct (the “Rules”) to evaluate whether there are any ethical constraints to representing a client. In the event we believe a conflict under the Rules materializes at any time, we will notify you and

deal with the matter appropriately. Additional information regarding conflicts of interest are set forth in the enclosed Standard Terms of Engagement.

This letter, together with the enclosed Standard Terms of Engagement, are intended to formalize our retention as legal counsel. Please confirm your agreement to the terms of our engagement by signing this letter in the space indicated below, sending us a scanned copy with your signature and retaining the original copy for yourself.

If you have any question regarding these terms, please feel free to contact us.

Very Truly Yours,

ICENOGLE SEAVER POGUE
A Professional Corporation

/s/ Alan D. Pogue

Alan D. Pogue

Enclosures

cc: kbear@wbapc.com

Accepted by: _____

Title: _____

Date: _____



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2020 BILLING RATES

T. Edward Icenogle	Of Counsel	\$360.00 per hour
Tamara K. Seaver	Shareholder	\$400.00 per hour
Alan D. Pogue	Shareholder	\$420.00 per hour
Deborah A. Early	Shareholder	\$320.00 per hour
Jennifer L. Ivey	Shareholder	\$320.00 per hour
Anna C. Wool	Associate	\$230.00 per hour
Shannon Smith Johnson	Associate	\$230.00 per hour
Alicia J. Corley	Associate	\$230.00 per hour
Karlie R. Ogden	Associate	\$190.00 per hour
Grant N. Simon	Associate	\$190.00 per hour
Jacqueline K. Llinas	Associate	\$190.00 per hour
Stacie L. Pacheco	Paralegal	\$155.00 per hour
Donette B. Hunter	Paralegal	\$155.00 per hour
Leslie H. Larsen	Paralegal	\$155.00 per hour



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STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement confirm our understanding of the general terms of the representation Icenogle Seaver Pogue, P.C. (the “Firm”) will undertake on behalf its clients. These terms will apply to any matters we agree to undertake unless we and the client agree in writing to a different arrangement. These Standard Terms of Engagement do not constitute an engagement unless accompanied by a letter describing a specific matter for which the Firm has been engaged.

1. Scope of Engagement.

By separate letter we will agree on the exact scope of each engagement, *i.e.*, the specific tasks for which you have hired us. Our representation will be limited to the legal services set out in our written agreement describing the specific scope of each engagement. Our acceptance of an engagement does not involve an undertaking to represent the client or its interests in any other matter. We may agree to limit or expand the scope of our representation from time to time, provided that we confirm any such change in writing.

If you have engaged the Firm to provide legal services in connection with a specific matter, it is possible that after completion of the matter, changes may occur in applicable laws or regulations that could impact your future rights and liabilities. If you separately engage us after completion of the matter to provide additional advice on issues arising from it, the Firm would be pleased to advise you with respect to future legal developments, but will not do so absent a new engagement set forth in a new engagement letter.

At the commencement and during the course of our representation, we may express opinions or beliefs concerning the matter, alternative courses of action, or results that might be anticipated. Any such statement made by any individual lawyer of the Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be regarded as a promise or guarantee.

2. Staffing.

The attorney or attorneys in charge of each engagement will make staffing decisions with the objective of rendering services to you on the most efficient and cost-effective basis. We, of course, will be happy to discuss staffing with you at any time.

3. Conflicts of Interest.

To avoid conflicts of interest, we maintain a record of past and present clients and persons or entities with an interest adverse to our clients to determine whether a conflict of interest would be created by any new representation. You should tell us now and in the future whether any other



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individuals or business entities are or become involved in our representation of you. Otherwise, we will assume that our listing is complete.

The Firm represents many other companies, individuals, property owners and political subdivisions, including special districts, public highway authorities, regional transportation authorities, municipalities, counties, and cities and counties. As such, it is possible that present or future clients of the Firm will have disputes or transactions with you. Accordingly, to prevent any future misunderstanding and to preserve the Firm's ability to represent you and its other clients, we agree as follows with respect to certain conflicts of interest issues:

- a) Unless the Firm has your specific written consent that the Firm may do so, the Firm will not represent another client in a matter which is substantially related to a matter in which the Firm represents you and in which the other client is adverse to you. The Firm understands the term "matter" to refer to transactions, negotiations, proceedings or other representations involving specific parties.
- b) In the absence of a conflict as described in subparagraph (a) above, you acknowledge that the Firm will be free to represent any other client either generally or in any matter in which you may have an interest.
- c) The effect of subparagraph (b) above is that the Firm may represent another client on any issue or matter in which you might have an interest including, but not limited to, agreements, contracts, easements, special district formation, intergovernmental agreements, dissolutions, consolidations, etc.

The Firm agrees, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of the Firm's representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of the Firm's other clients, we have asked for similar agreements to preserve our ability to represent you.

4. Affiliates.

Unless we agree otherwise, our representation is only of the client named in our separate engagement letter and not any parent, subsidiary, sister corporation, limited liability company, or partnership or any officer, director, employee, consultant, contractor, manager, member, shareholder, partner, joint venture, or other affiliate (collectively, "Client Affiliates"). While we will be meeting and interacting with Client Affiliates during the course of our representation, we are not acting as legal counsel to any of these persons in their individual capacities in connection



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with the engagement or otherwise. We encourage these individuals to seek separate legal counsel if necessary.

5. Representation Solely By Icenogle Seaver Pogue, P.C.

In some circumstances you may be represented by more than one law firm for a particular matter. With respect to all services performed on your behalf and all legal representation by the Firm, the Firm shall have no duty to supervise or control any other law firms or lawyers.

6. Retention and Disposition of Documents.

The Firm will maintain records related to this engagement in formats and organization that we, in our sole professional judgment, determine are efficient and appropriate for the conduct of this engagement. Following the termination of this engagement we will return to the client any original documents and other property provided to the Firm in connection with this matter upon our receipt of payment of all outstanding fees and costs. The Firm will retain its own file pertaining to this matter. The Firm's file pertaining to the engagement may include, without limitation, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We reserve the right to destroy or otherwise dispose of documents or other materials retained by us without further notice to you 6-months after the termination of our engagement unless prohibited from doing so by Rules of Professional Conduct.

7. Client Responsibilities.

Our successful representation of you depends, in part, upon your cooperation with us. As such, we expect that you will be candid and cooperative with us, timely respond to our requests for information, provide us with factual information and documents relating to the matters we are handling for you, keep us informed of developments, be available to confer with us, and make decisions as required to assist us in the progress of our representation. Your candor and cooperation are necessary conditions of the attorney-client relationship, the absence of which will entitle the Firm to withdraw as legal counsel.

Because it is important that we be able to contact you at all times in order to consult with you regarding the client's representation, you will promptly inform us of any changes in your contact information including relevant mail and e-mail addresses and phone numbers. Whenever we need your instructions or authorization in order to proceed with legal work on the client's behalf, we will contact you at the latest address and phone number that we have received from you.



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You will be invoiced for the services that personnel in the Firm perform for you. Invoices are rendered on a monthly basis and payment is due upon receipt, unless there is a question about our invoice, in which case we ask that you promptly advise us thereof, so they may be timely addressed. Interest will be charged on any balance that is not paid on a timely basis at the Colorado statutory rate. Additionally, should our fees not be paid on a timely basis, we are entitled to require a retainer, which we will hold in our Colorado Lawyer Trust Account Foundation (COLTAF) Account, or to withdraw from this engagement as discussed in more detail below.

8. Disclaimer of Guarantee.

We use our best efforts in representing clients, but we make no promises or guarantees regarding the outcome of any particular matter. The Firm makes no warranties, guarantees, or representations concerning the successful termination of a favorable outcome of any legal services performed for its clients, legal action that may be filed by or against a client, or of any negotiations or discussions with other parties on a client's behalf.

9. Insurance Coverage.

You may have insurance policies relating to a matter for which you request our assistance. You should notify your insurance carrier as soon as possible if coverage for our fees and costs may be available. We can advise you on the availability of insurance coverage for fees and costs that we incur on your behalf if you expressly request that we do so and forward to us copies of any applicable insurance policies and other relevant documents. You will be primarily responsible for payment of our fees and costs unless we otherwise agree in writing regardless of whether you have insurance coverage.

10. Confidentiality.

Under applicable Rules of Professional Conduct, the Firm is obliged to avoid revealing information acquired as a consequence of the representation of any client. Therefore, if we have such information from another client, we cannot disclose it to you even if that information is relevant to our representation of you.

We preserve the confidences of our clients in accordance with the Rules and Laws of Professional Conduct as adopted and amended in Colorado and, as applicable, the courts of other states in which our lawyers are admitted to practice law. All non-public information that we obtain from you as a consequence of the representation ("Private Information") is protected under these rules. We use Private Information only to provide the legal and related services that you request from us. We do not disclose Private Information to anyone outside of our Firm, except as authorized by you or described below. We maintain physical, electronic, and procedural safeguards that comply with our professional responsibilities. Because we will not disclose Private



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Information in violation of our professional responsibilities, it is unnecessary for us to provide you with an “opt out” opportunity as otherwise authorized by the Gramm-Leach-Bliley Act.

There are certain limits on our duty to keep confidential the information you disclose to us in connection with our representation. These limits may allow or require disclosure of Private Information to, among other things; (1) prevent the commission of certain crimes or frauds or to rectify substantial injury that would otherwise result from certain crimes or frauds; (2) secure legal advice regarding our compliance with the applicable Rules of Professional Conduct; (3) comply with a court order directing disclosure of such information; or (4) comply with a statute or regulation directing disclosure. We do not expect any of these ethical or legal obligations to arise in the course of our representation, but it is important that you understand these limits to the duty of client confidentiality.

11. Audits.

We are at times asked by our clients to provide information to auditors or other financial professionals for the purpose of preparing financial statements. Should you make such an audit request of us, we may bill for our services on the basis of the Firm’s regular hourly rate for the professionals involved. Should you make such an audit request at a time when you are no longer a client of the firm you understand that our responding to the request is an accommodation that we provide for former clients and does not form a new attorney-client relationship.

12. Termination and Withdrawal.

You have the right to discharge us for any reason at any time upon reasonable notice. If you do so, all unpaid fees and costs will be due and payable no later than thirty (30) days after such discharge and you agree that we may use any funds held in Trust on your behalf to pay unpaid invoices.

In the absence of another agreement, our representation of you will automatically end thirty (30) days after we send our last bill for services rendered on the specific matter set forth in the scope of engagement.

We reserve the right to withdraw from representing you for the reasons permitting attorney withdrawal in relevant Rules of Professional Conduct or applicable law. Where required, we will attempt to give you reasonable notice and time to secure other counsel, obtain approval from any court or tribunal that is necessary, and take reasonable steps to minimize any prejudice you may suffer by our withdrawal. In particular, and by way of example, we reserve the right to decline to perform any further services if any account is past due. We will comply with applicable Rules of Professional Conduct in effectuating any such withdrawal. When appropriate, we reserve the right to terminate the representation, for example, and without limitation, if (a) evidence comes to light indicating that positions you wish us to assert lack factual or legal merit; (b) you fail to cooperate



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in the work necessary to the representation; (c) you breach this agreement by failing to pay fees or reimburse costs; or (d) for professional or ethical reasons we cannot or, in our opinion, should not continue to proceed with the representation.

If you affiliate with, acquire, are acquired by, or merge or combine with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to the affiliation, acquisition or merger, or between any of our clients and the resulting entity following the affiliation, acquisition or merger.

If we elect to withdraw, you will take all steps necessary to effectuate our withdrawal and will pay all outstanding fees or costs owed as of the time of withdrawal.

Following the termination of this engagement, we will return to the client any original documents and other property provided to the Firm in connection with this matter upon our receipt of payment of all outstanding fees and costs.

13. Employment Eligibility.

Pursuant to §§ 8-17.5-101, *et seq.*, C.R.S., the definitions in which are hereby incorporated:

A. The Firm hereby certifies to the client that, as of the date of the client's engagement letter, the Firm does not knowingly employ or contract with an illegal alien who will perform work under this engagement and that the Firm will participate in the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration (the "E-Verify Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this engagement.

B. The Firm shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this engagement; or

2. Enter into a contract with a subcontractor that fails to certify to the Firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this engagement.

C. The Firm has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this engagement through participation in the E-Verify Program.



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D. The Firm shall not use the E-Verify Program to undertake pre-employment screening of job applicants while this engagement is being performed.

E. If the Firm obtains actual knowledge that a subcontractor performing work under this engagement knowingly employs or contracts with an illegal alien, the Firm shall:

1. Notify the subcontractor and the client within three (3) days that the Firm has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subsection I.E.1 hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that the Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Firm is required to comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to § 8-17.5-102 (5), C.R.S., to ensure that the Firm is complying with this Paragraph.

G. If the Firm violates a provision of this paragraph, the client may terminate the engagement for a breach of the engagement. If the engagement is so terminated, the Firm shall be liable for actual and consequential damages to the client. The client shall notify the Colorado office of the Secretary of State if the Firm violates a provision of this paragraph and the client terminates the engagement.

We look forward to representing you. If you have any questions concerning these Standard Terms of Engagement that arise at any time, or if you ever wish to discuss any matter relating to our legal representation, please do not hesitate to call us.

**REUNION METROPOLITAN DISTRICT
RESOLUTION TO AMEND 2020 BUDGET**

WHEREAS, the Board of Directors of Reunion Metropolitan District (the “District”) certifies that at a special meeting of the Board of Directors of the District held October 21, 2020, a public hearing was held regarding the 2020 amended budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District adopted a budget and appropriated funds for fiscal year 2020 as follows:

General Fund	\$2,710,878
Capital Projects Fund	\$27,608,954
and;	

WHEREAS, the necessity has arisen for additional expenditures by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for fiscal year 2020; and

WHEREAS, funds are available for such expenditure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby amend the adopted budget for fiscal year 2020 as follows:

General Fund	\$2,750,000
Capital Projects Fund	\$75,000,000

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the funds named above for the purpose stated, and that any ending fund balances shall be reserved for purposes of complying with Article X, Section 20 of the Colorado Constitution.

[Remainder of page intentionally left blank.]

ADOPTED this 21st day of October, 2020.

REUNION METROPOLITAN DISTRICT

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF ADAMS
REUNION METROPOLITAN DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held on Wednesday, October 21, 2020, via Zoom Teleconference, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 21st day of October, 2020.
